

CITY OF RANCHO PALOS VERDES

MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS
FROM: JOEL ROJAS, AICP, COMMUNITY DEVELOPMENT DIRECTOR
DATE: JUNE 7, 2011
SUBJECT: BORDER ISSUES STATUS REPORT
REVIEWED: CAROLYN LEHR, CITY MANAGER
Project Manager: Kit Fox, AICP, Associate Planner

RECOMMENDATION

Receive and file the current report on the status of Border Issues.

EXECUTIVE SUMMARY

This month's report includes:

- An update on issues related to the revised *Ponte Vista* project in Los Angeles (San Pedro);
- An update on the proposed *Chandler Ranch/Rolling Hills Country Club* project in Rolling Hills Estates and Torrance;
- A brief update on the status of the proposal for stadium lights at Palos Verdes Peninsula High School in Rolling Hills Estates;
- An update on the Rancho LPG butane storage facility in Los Angeles (San Pedro); and,
- A report on Marymount College's master plan for its campus on Palos Verdes Drive North in Los Angeles (San Pedro).

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BACKGROUND

The following is the regular bi-monthly report to the City Council on various "Border Issues" potentially affecting the residents of Rancho Palos Verdes. The complete text of the current status report is available for review on the City's website at:

http://palosverdes.com/rpv/planning/border_issues/2011/20110607_BorderIssues_StatusRpt.cfm

DISCUSSION

Current Border Issues

Ponte Vista Project at Former Navy Housing Site, Los Angeles (San Pedro)

The City's Public Works Staff was contacted by the *Ponte Vista* developer's engineer to inquire about connecting that development's sewage outfall to Rancho Palos Verdes' sewage collection system as a means to access the Los Angeles County Sanitation Districts' (LACSD) trunk line, pumping station and (ultimately) treatment facility. Doing so would subject Rancho Palos Verdes to liability and responsibility for the consequences of overflows in those lines, including potential clean up costs, system improvements and regulatory fines. Public Works Staff did not believe it would be appropriate for a development outside of Rancho Palos Verdes to use the City's sewage collection system to transmit sewage to LACSD facilities. Community Development Staff concurred with this assessment.

Public Works Staff subsequently contacted the Los Angeles County Department of Public Works (LADPW), who maintains our City's sewer system, as well as LACSD, and has advised them both of the City's position in this matter. LADPW Staff opined that the development's collection system leading to the trunk line should become the responsibility of the City of Los Angeles, in which the development is actually located. As such, Public Works Staff advised the developer's engineer to contact LACSD to pursue a direct connection to the LACSD trunk line in Western Avenue. Staff will continue to monitor this project in future Border Issues reports.

Chandler Ranch/Rolling Hills Country Club Project, Rolling Hills Estates and Torrance

On April 4, 2011, the Rolling Hills Estates Planning Commission continued its deliberations on the *Chandler Ranch/Rolling Hills Country Club* project. At the conclusion of the public hearing, a majority of the Planning Commissioner's voted to recommend approval of the project to the Rolling Hills Estates City Council (see attached Staff report and *Daily Breeze* article). The Planning Commission subsequently held another public hearing on May 2, 2011, to consider the proposed development agreement associated with the project. At that meeting, the Planning Commission agreed to recommend approval of the development agreement to the Rolling Hills Estates City Council.

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On May 10, 2011, the Rolling Hills Estates City Council met to conduct a public hearing on the entire *Chandler Ranch/Rolling Hills Country Club* project, including the reorganization of territory with the City of Torrance and the proposed development agreement (see attached Staff report). The City Council received a presentation regarding the project and raised a number of issues of concern, including the design of the proposed clubhouse and homes; the proposed removal of the horse overlay zone; and school district boundary issues. The City Council did not accept public comment at the May 10th meeting, but continued the matter to June 14, 2011 for further discussion (see attached *Daily Breeze* and *PV News* articles). Staff will continue to monitor this project in future Border Issues reports.

Peninsula High School Stadium Lights Proposal, Palos Verdes Peninsula Unified School District/Rolling Hills Estates

As of the date that this report was completed, there was nothing new to report regarding the proposal for stadium lights at Palos Verdes Peninsula High School. Staff will continue to monitor this project in future Border Issues reports.

Rancho LPG Butane Storage Facility, Los Angeles (San Pedro)

At the April 5, 2011, City Council meeting, a representative of the San Pedro and Peninsula Homeowners' Coalition addressed the Council and asked it to direct Staff to prepare a letter to U.S. Senators Dianne Feinstein and Barbara Boxer regarding the Rancho LPG facility. Copies of the materials submitted as "Late Correspondence" at that meeting are attached to tonight's report. The City Council received these materials and the comments of the speaker, but did not provide direction to Staff regarding the request for letters to be sent to our U.S. Senators regarding this matter.

On May 11, 2011, Staff attended Rancho LPG's community relations meeting in San Pedro. At that meeting, a representative of Rancho LPG provided updates on a number of topics related to the facility for the 2010 calendar year, including:

- Incident (i.e., accident) rates for the Rancho LPG facility—which has never had a "significant release event"—were roughly one-third ($\frac{1}{3}$) of the industry standard for similar facilities;
- Facility security has been enhanced with upgraded fencing, video surveillance and security personnel;
- The facility operators have worked with the Department of Homeland Security (DHS) and the Los Angeles Police Department (LAPD) on counter-terrorism issues and training;
- Facility operations have been upgraded by the addition of personnel and the implementation of system automation;

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- Under the auspices of the California Accidental Release Prevention (CalARP) program, facility infrastructure has been inspected and (where needed) brought into compliance with the most recent building codes; and,
- A geotechnical seismic evaluation found negligible risks of surface rupture, slope failure or liquefaction at the facility.

Rancho LPG plans to hold another community relations meeting in September 2011. Staff will continue to monitor this project in future Border Issues reports.

New Border Issues

Marymount College San Pedro Campus Master Plan, Los Angeles (San Pedro)

Since 1998, Marymount College has utilized eighty-six (86) units of former Navy housing on Palos Verdes Drive North in San Pedro as student housing. The 11-acre site was leased by (and then conveyed in fee to) Marymount College under the provisions of the Base Realignment and Closure (BRAC) process after the Long Beach Naval Shipyard closed in the late 1990s. An adjoining 19-acre site was similarly transferred to Rolling Hills Preparatory School (RHP), which has been operating from temporary, modular buildings approved pursuant to a Conditional Use Permit (CUP) issued by the City of Los Angeles.

On May 26, 2011, Staff attended a meeting of the Planning and Land Use Committee of the Northwest San Pedro Neighborhood Council (NWSPNC), at which Marymount College representatives presented the first detailed look at the College's long-term plans for the San Pedro Campus on Palos Verdes Drive North. The College will be proposing a 50-year master plan for the development of the site, which will require the approval of a CUP (and related CEQA review) by the City of Los Angeles. At build-out, major components of the project are expected to include housing for nine hundred (900) students; a range of structures typically associated with a 4-year college campus, including classrooms, library, bookstore, campus center and dining hall; and an athletic complex to be shared with RHP. One hundred (100) faculty and staff are expected to be employed on the San Pedro Campus. The development of the campus will be phased over the life of the master plan, with the existing structures on the site being converted and/or replaced by new structures, as dictated by demand and funding availability. A preliminary construction timeline for the project is as follows:

Calendar Year	Master Plan Component(s)
2011	Construct 129-space surface parking lot along Palos Verdes Drive North and a campus maintenance facility in the southerly portion of the site; also begin modifying existing townhouse units to increase residential capacity, including conversion of the existing garages into living area.
2016	Construct the 3-story campus "signature" building ("The Old Main").
2020	Construct 2½-story classroom buildings with subterranean parking.

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Calendar Year	Master Plan Component(s)
2035	Construct residence halls with a total capacity of nine hundred (900) beds; demolish portions of the existing townhouse units in phases.
2055	Construct dining hall and student union ("The New Old Main") with subterranean parking; demolish the remainder of the existing townhouse units; renovate "The Old Main" for other campus uses.

Marymount College intends to proceed this year with the above-mentioned improvements that are permitted "by right" (i.e., without the approval of a CUP). The College expects to submit its CUP application to the City of Los Angeles this summer, and has already begun the preparation of the traffic study for the project. Staff will continue to monitor this project in future Border Issues reports.

Attachments:

- RHE PC agenda and Staff report for the *Chandler Ranch/Rolling Hills Country Club* project (dated 4/4/11)
- *Daily Breeze* and *PV News* articles regarding the *Chandler Ranch/Rolling Hills Country Club* project (published 4/6/11 & 4/7/11)
- RHE PC agenda and Staff report for the *Chandler Ranch/Rolling Hills Country Club* project (dated 5/2/11)
- RHE CC agenda and Staff report for the *Chandler Ranch/Rolling Hills Country Club* project (dated 5/10/11)
- *Daily Breeze* and *PV News* articles regarding the *Chandler Ranch/Rolling Hills Country Club* project (published 5/12/11)
- Materials submitted by San Pedro and Peninsula Homeowners' Coalition regarding the Rancho LPG butane storage facility (received 3/31/11)
- Invitation letter for Rancho LPG meeting on May 11, 2011 (received 4/26/11)



PLANNING COMMISSION AGENDA

April 4, 2011, 7:30 pm

Regular Meeting

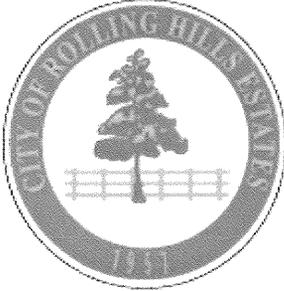
Reports and documents relating to each agenda item are on file available for public inspection on our website.

1. CALL MEETING TO ORDER.
2. SALUTE TO THE FLAG.
3. ROLL CALL.
4. APPROVAL OF MINUTES ([February 28, 2011](#)).
5. AUDIENCE ITEMS.
6. CONSENT CALENDAR. The following routine matters will be approved in a single motion with the unanimous consent of the Planning Commission. There will be no separate discussion of these items unless good cause is shown by a member of the Commission or the public expressed under audience items prior to the roll call vote. (Items removed will be considered under Business Items.)
 - A. Waive reading in full of all resolutions that are presented for Planning Commission consideration on tonight's agenda and all such resolutions shall be read by title only.
7. BUSINESS ITEMS.

None
8. PUBLIC HEARINGS.
 - A. PLANNING APPLICATION NO. 29-07; APPLICANT: Michael Cope, Chandler Ranch Properties, LLC; LOCATION: 26311 and 27000 Palos Verdes Drive East. A Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Development Agreement, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and an Environmental Impact Report under the California Environmental Quality Act (CEQA) for the development of a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on the site of the existing Chandler Sand and Gravel and Rolling Hills Country Club facilities. (NC)
 - [Staff Report and Attachments 1 of 3](#)
 - [Staff Report and Attachments 2 of 3](#)
 - [Staff Report and Attachments 3 of 3](#)
 - B. [PLANNING APPLICATION NO. 07-11](#); APPLICANT: Mr. David Brandon; LOCATION: 2 Via de la Vista; A Neighborhood Compatibility Determination for a single story addition to a single story home. A Variance is required to decrease the required rear yard setback. (JM)
9. COMMISSION ITEMS.
10. DIRECTOR'S ITEMS.
11. MATTERS OF INFORMATION.

- A. Park and Activities Minutes (March 1, 2011).
- B. Park and Activities Minutes (March 15, 2011).
- C. City Council Actions (March 8, 2011).
- D. City Council Actions (March 22, 2011).

12. ADJOURNMENT.



Staff Report

City of Rolling Hills Estates

AGENDA

APR - 4 2011

ITEM NO. 8A

DATE: APRIL 4, 2011

TO: PLANNING COMMISSION

FROM: NIKI CUTLER, AICP, PRINCIPAL PLANNER
DAVID WAHBA, PLANNING DIRECTOR

SUBJECT: PLANNING APPLICATION NO. 29-07
APPLICANT: MICHAEL COPE;
LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST

OVERVIEW

The subject request is for approval of a Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Development Agreement, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and an Environmental Impact Report under the California Environmental Quality Act (CEQA) for the development of a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on the site of the existing Chandler Sand and Gravel and Rolling Hills Country Club facilities.

BACKGROUND

Application Filed: 7/15/08*
Public Notices+
Mailed: 3/17/11
Posted: 3/24/11
Published: 3/27/11

*Application was originally submitted on 1/4/07. The applicant temporarily suspended processing of the application and resubmitted on 7/15/08.

+Project was inadvertently continued to 3/21/11 at the last meeting. Given that this was not a regularly scheduled Planning Commission meeting date, staff updated the notification list and re-noticed the project for this public hearing (the next available meeting date).

A public hearing for the subject application was last held on January 31, 2011. An excerpt of meeting minutes are provided herein as Attachment 2. At that meeting, the Planning Commission was updated on the status of discussion between the applicant and the equestrian community, and further discussion of project details occurred. The Planning Commission continued the public hearing to this meeting to allow time for the applicant to work further with

the members of the equestrian community on project benefits. A letter from the project applicant addressing sidewalk issues is included as Attachment 3 for review of the Planning Commission.

DISCUSSION

A joint meeting of the City Council, Park and Activities Commission and Equestrian Committee was held on March 8, 2011. At that meeting, the applicant and members of the equestrian community presented a number of possible equestrian improvements that could be implemented through utilization of Park and Recreational Facility (Quimby) funds for equestrian purposes. The applicant also proposed an additional \$1,000,000.00 donation for equestrian improvements should a portion of required Quimby funds be earmarked for equestrian improvements by the City Council.

Importantly, no specific equestrian-related projects were approved at the meeting. It would not be appropriate for the Planning Commission to deliberate on details of possible improvements as no specific project has been identified nor have Quimby funds been, at this point, designated for equestrian improvements by the City Council. Further discussion regarding the earmarking of funds will occur at the City Council level as the project Development Agreement is reviewed. As mentioned previously, the Development Agreement has not been reviewed at the Planning Commission level on the advice of the City Attorney. Therefore, the Planning Commission's resolution does not include recommendation of approval of the Development Agreement.

Subsequent to project approval, should the Council decide to earmark funds for equestrian improvements, additional plans will need to be developed and considered by the appropriate committees and Council. Should funds be earmarked and a specific project or projects be pursued, the City will conduct appropriate analysis pursuant to the California Environmental Quality Act (CEQA) at the appropriate time.

Currently, the project as proposed would remove the H Overlay designation from the entire project area. After further discussion with the equestrian community, the applicant has suggested that the H Overlay designation be retained over the entire C-R designated area of the project (i.e., the golfcourse and clubhouse complex areas) even after construction of the project. In this way, if the golfcourse/clubhouse is never built, any future development would have to comply with the H Overlay development standards. Further, the applicant suggests that the H Overlay designation be retained on the RPD portion of the project area until such time that homes are to be built (i.e, until building/grading permits are to be issued). Staff is recommending that such a condition of approval be included in a Council resolution approving the project, or, alternately, in the project Development Agreement. Condition of approval no. 105 in Draft Resolution No. PA-29-07 addresses this issue.

Since the last public hearing, one public comment letter has been received (see Attachment 4). When staff requested any further questions or concerns regarding the project at the last public hearing, it appeared that the Commission seemed satisfied with project as proposed. Staff has included a resolution recommending approval of the project to the City Council for consideration of the Planning Commission (see Attachment 1).

RECOMMENDATION

The public hearing for this item remains open. Staff recommends that the Planning Commission:

1. Continue to take Public Testimony;
2. Discuss the Issues; and
3. Close the Public Hearing; and
4. Adopt Planning Commission Resolution No. PA-29-07 recommending approval of the project and certification of the project Environmental Impact Report to the City Council.

Exhibits

Attached

1. Draft Resolution No. PA-29-07
2. Planning Commission Meeting of 1/31/11 – Minutes Excerpt
3. Letter from Michael Cope (3/30/11)
4. Letter from Dr. and Mrs. J. R. Freebairn (3/24/11)

ATTACHMENT 1

PLANNING COMMISSION
CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION NO. PA-29-07

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ROLLING HILLS ESTATES, RECOMMENDING APPROVAL OF A VESTING TENTATIVE TRACT MAP, GENERAL PLAN AMENDMENTS, ZONE CHANGES, ZONE TEXT AMENDMENT, GRADING PLAN, CONDITIONAL USE PERMITS, NEIGHBORHOOD COMPATIBILITY DETERMINATION, AN ANNEXATION/DEANNEXATION, AND AN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE DEVELOPMENT OF A 114 HOME SINGLE FAMILY SUBDIVISION, A RECONFIGURED/RELOCATED 18-HOLE GOLF COURSE, AND A NEW CLUBHOUSE COMPLEX ON AN APPROXIMATELY 228-ACRES. APPLICANT: MR. MICHAEL COPE (CHANDLER SAND AND GRAVEL AND ROLLING HILLS COUNTRY CLUB); LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST.

WHEREAS, Mr. Michael Cope filed an application with the Planning Department requesting a Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Development Agreement, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and an Environmental Impact Report for a 114 home single family subdivision, and reconfigured/relocated 18-hole golf course, and new clubhouse complex on approximately 228-acres as required by Chapters 16.12, 17.07, 17.10, 17.16, 17.18, 17.22, 17.34, 17.36, 17.62, and 17.68 of the Rolling Hills Estates Municipal Code; and

WHEREAS, project plans are attached as *Exhibit A* to this Resolution; and

WHEREAS, the proposed project Development Agreement was not reviewed by the Planning Commission and therefore is not included as an item recommended for approval by the Planning Commission; and

WHEREAS, an Initial Study was prepared by the City pursuant to the requirements of the California Environmental Quality Act (CEQA) and it was found that the project could potentially have a significant impact on the environment and, thus, an Environmental Impact Report (EIR) was prepared; and

WHEREAS, portions of the Draft EIR were recirculated for public review;

WHEREAS, in accordance with Section 65033 of the Government Code, the public, abutting cities, affected agencies and districts were notified of the availability of the Draft EIR and Recirculated Portions of the Draft EIR and were given an opportunity to review and comment; and

WHEREAS, the Planning Department responded in writing to said comments in the Response to Comments document; and

WHEREAS, upon giving the required notice the Planning Commission conducted a Public Hearing on the 4th day of October, 2010, 1st day of November, 2010, the 31st day of January, 2011, and the 4th day of April, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, as a result of studies and investigations made by the Planning Commission and on its behalf, revealed that the facts as set forth in the Initial Study, Draft EIR and Recirculated Portions of the Draft EIR, and those discussed during the Public Hearing resulted in the following findings:

That the granting of this application will not be materially detrimental to the public welfare or injurious to property and improvements in the Zoning District and neighborhood in which the property is located because the proposed improvements will be regulated via a Neighborhood Compatibility Determination (Chapter 17.62 of the Rolling Hills Estates

Municipal Code) and a Grading Application (Chapter 17.07), to mitigate project impacts.

That the granting of this application will not be contrary to the objectives of the General Plan because, with approval of the proposed General Plan Amendments, the development is consistent with the General Plan's Goals and Policies.

That as provided under the California Environmental Quality Act (CEQA), the Vesting Tentative Tract Map will not result in a significant impact on the environment because an EIR and Recirculated Portions of the Draft EIR have been prepared with mitigation measures that have been incorporated into this resolution.

WHEREAS, Chapter 16.04 of the Rolling Hills Estates Municipal Code requires the Planning Commission to act in an advisory capacity to the City Council, which body shall approve, conditionally approve, or deny such application for a subdivision map; and

WHEREAS, given that the application includes requests for amendments to the Municipal Code and General Plan which require approval by the City Council, the Planning Commission acts in an advisory capacity for the subject application; and

NOW, THEREFORE, the Planning Commission of the City of Rolling Hills Estates does hereby resolve as follows:

SECTION 1. That the foregoing facts constitute conditions necessary to recommend approval of a Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and certification of an Environmental Impact Report for a 114 home single family subdivision, and reconfigured/relocated 18-hole golf course, and a new clubhouse complex. Therefore, the Planning Commission recommends approval of PA-29-07- to the City Council. Unless otherwise stated, these conditions must be met at all times by the applicant, otherwise, this approval becomes null and void.

1. That the development shall be located and constructed as shown on *Exhibit A*.
2. That any substantial modification including, but not limited to, exterior building elevations, parking lot design, and landscaping, shall receive prior approval of the Planning Commission; minor modifications may be approved by the City Manager.
3. That all applicable requirements of the State, County, City and other Governmental entities, must be met.
4. That prior to issuance of Building Permits or Grading Permits, a Zone Clearance shall be obtained from the Planning Department.
5. That the applicant shall comply with all applicable NPDES (National Pollutant Discharge Elimination Systems) requirements.
6. That all proposed new utilities shall be placed underground to the nearest off-site facility, per Municipal Code Section 15.04.080.
7. The applicant shall defend, hold harmless and indemnify at his or her own expense the City, its agents, officers and employees, from any claim, action, or proceeding, to attack, set aside, void or annul the approval granted in this resolution and shall reimburse the City, its agents, officers and employees for any damages, court costs and attorneys' fees incurred as a result of such action. The City at its sole discretion may participate in the defense of any such action but such participation shall not relieve applicant of his or her obligation under this condition.
8. The applicant shall erect a six-foot high security fence around the construction area(s) of the property to the satisfaction of the Planning Director and Building Official. Prior to construction, a construction sign(s) as provided by the City shall be conspicuously posted on the fence adjacent to the street of the project and/or adjacent to all entrances of the project. The site shall be maintained in a clean sanitary manner at all times during and after construction.

9. That all roof-mounted equipment shall be screened from view. Any screening features shall be architecturally integrated with the proposed structure and shown on *Exhibit A*, as approved by the Planning Commission.
10. That, prior to the issuance of Zone Clearance, a method of control to prevent dust and windblown earth problems, and the route for trucking soil, shall be submitted to, and approved by, the City Manager.
11. That permits are required for all work within public rights-of-way, and shall be subject to review and approval of the City Manager.
12. That all handicapped spaces are to be posted and painted to meet the State Handicapped Parking Requirements.
13. That the applicant shall comply with the City's Noise Ordinance, both during the construction phase of the development and during the operation of the complex after construction is completed.
14. That trash enclosures shall be architecturally compatible with the proposed construction as approved by the Planning Commission and shown in *Exhibit A*, incorporated herein by reference. The trash receptacle and debris shall be contained and maintained within the enclosed area.
15. That, prior to issuance of a Zone Clearance, the applicant shall: (A) submit a Landscaping and Irrigation Plan prepared by a licensed Landscape Architect for the subject site; and (B) shall have that Plan reviewed by the Park and Activities Commission; and (C) shall have the landscaping and irrigation installed to the satisfaction of the City Manager prior to occupancy.
16. That the Landscape Plan shall comply with Chapter 17.59 (Landscaping and Irrigation) of the Municipal Code for water efficiency.
17. That the development shall not produce odors which would exceed State or County Sanitation Standards or odors determined to be offensive by the County Health Department.
18. That all project Mitigation Measures, as identified in the attached Mitigation Monitoring Program (*Exhibit B*), shall be completed to the satisfaction of the responsible Department/agency.
19. Prior to issuance of a grading or building permit, the project applicant shall provide a haul route plan for review and approval by the City Engineer. The haul route plan shall identify routes for vehicles accessing the project site, staging areas, and worker parking areas.
20. That prior to demolition, the applicant shall submit a traffic control plan to minimize traffic disruption, subject to review and approval by the City of Rolling Hills Estates; said plan shall include, but not limited to, the use of flag persons.
21. All construction activity shall be limited to between the hours of 7:00 A.M. and 5:00 P.M. Monday through Friday, and 9:00 A.M. and 5:00 P.M. on Saturday. No work shall be permitted on Sundays or holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).
22. No queuing of trucks or arrival of construction materials and/or workers to the construction site shall be permitted outside the permitted construction hours and days.
23. Contractor shall ensure that construction equipment is fitted with modern sound-reduction equipment.
24. That the applicant shall, to the extent feasible or as required by law, salvage and recycle demolition materials.

25. Prior to issuance of building permits, the project applicant shall be required to pay its fair share of applicable fees for Park and Recreation Facility, Library and General Plan purposes, as a condition of the discretionary land use approvals granted by the City as will be further discussed in the project Development Agreement.
26. Details shown on the tentative map are not necessarily approved. Any details, which are inconsistent with requirements of ordinances, general conditions of approval, or City Engineer's policies, must be specifically approved in the final map or improvement plan approvals.
27. A final tract map prepared by, or under the direction of a Registered Civil Engineer authorized to practice land surveying, or a Licensed Land Surveyor, must be processed through the City Engineer's office prior to being filed with the County Recorder.
28. A preliminary subdivision guarantee is required showing all fee interest holders and encumbrances. An updated title report shall be provided before the final tract map is released for filing with the County Recorder.
29. Monumentation of tract map boundaries, street centerline and lot boundaries is required.
30. Final tract map shall be filed with the County Recorder and one (1) mylar copy of filed map shall be submitted to the City prior to issuance of building permits.
31. Approval for filing of this land division is contingent upon approval of plans and specifications mentioned below. If the improvements are not installed prior to the filing of this final map, the developer must submit an Undertaking Agreement and a Faithful Performance and Labor and Materials Bond in the amount estimated by the City Engineer guaranteeing the installation of the improvements.
32. The City reserves the right to impose any new plan check and/or permit fees approved by City Council subsequent to tentative approval of this map.
33. Prior to the recordation of the final map, grading and drainage plans must be approved to provide for contributory drainage from adjoining properties as approved by the City Engineer, including dedication of the necessary easements.
34. A grading and drainage plan must provide for each lot having an independent drainage system to the public street, to a public drainage facility, or by means of an approved drainage easement.
35. Historical or existing storm water flow from adjacent lots must be received and directed by gravity to the street, a public drainage facility, or an approved drainage easement.
36. Currently a portion of this site west of Palos Verdes Drive East does not discharge runoff to down stream properties. During and after grading and construction of the tract improvements the project shall limit the discharge of runoff from a capital storm event, Q₅₀ storm flow, to the capacity of PD 77 downstream, approximately 242 cfs, to the Storm Drain in Pennsylvania.
37. Developer shall prepare a covenant, subject to City Engineer's approval, that defines the pre-construction drainage condition defined in condition 37 and provide public notification that the HOA or individual home owners in the watershed are bound to maintain the limited capital storm discharge downstream.
38. The proposed drainage system shall be constructed and connected to the existing storm drain in PD 77 and MTD 264. Developer shall process the storm drain plans through Los Angeles County Department of Public Works as a Miscellaneous Transfer Drain (MTD).
39. Plans for street improvements and street light layout for the proposed street shall be submitted to the City Engineer and must be approved prior to filing the final map.
40. New drive approaches shall be constructed at least 3' (on local streets) from any above-ground obstructions in the public right-of-way to the top of "x" or the obstruction shall be relocated.

41. Drive approaches shall comply with the City of Rolling Hills Estates Highway Permit Ordinance. No Driveway approach shall exceed 20 feet in width when serving a residential property and no more than 26 feet when serving a non-residential use.
42. Developer shall construct wheelchair ramps per City standards at all intersections within the project where sidewalks must cross the curb, per the ADA.
43. The entire length of Palos Verdes Drive East shall be overlaid within the tract boundaries once the construction within the project is complete to the satisfaction of the City Engineer.
44. Street names within the project shall be approved by the Fire Department and the City to avoid similar or duplicate street names to protect public health, safety and welfare.
45. Approval of this land division is contingent upon the installation of local main line public sewer within the proposed public street. Separate house laterals shall be constructed to serve each lot of the land division.
46. All required traffic and parking mitigation measures shall be completed or satisfied prior to occupancy of the first structure. All public and private street improvements depicted on the Tentative Tract and Site plans shall be constructed as part of the project, whether or not they are mitigation measures.
47. All public and private street improvements, parking lots, pedestrian paths and other public works improvements shall conform substantially to the Site Plan. Dimensions and alignments shall not vary from the plan without prior approval by the City.
48. A public roadway safety light shall be provided at each intersection of Palos Verdes Drive East at Street "A" and at Bridlewood Circle to the standards of the City and Southern California Edison.
49. All bridges on private streets shall be constructed to City standards and shall provide an accessible pedestrian path on at least one side.
50. Proposed street improvements on Palos Verdes Drive East, excluding trails or pedestrian paths, shall be completed BEFORE building construction or project grading begins, whichever comes first.
51. All street and parking lot signs and markings shall conform to the California Manual of Traffic Control Devices (CA-MUTCD). A Signing and Striping Plan shall be prepared for the project and approved by the City Traffic Engineer.
52. All traffic control devices and parking restrictions shall be approved by the City Traffic Engineer.
53. The developer shall prepare street improvement plans for all work to be constructed within the public right-of-way.
54. All travel lanes on private streets shall be at least 12 feet wide. Parking shall be prohibited on one or both sides of any street that does not provide a minimum 12-foot wide travel lane for one way streets, or a minimum of 20-feet for two-way streets.
55. Private streets shall be constructed with full height and/or rolled curbs and gutters.
56. All Cul-de-sacs shall be constructed with an outside travel lane radius of no less than 40 feet and an inside raised median radius no greater than 15 feet.
57. The traffic circle at the clubhouse entrance driveway shall be constructed with an outside radius of no less than 45 feet and an inside raised median radius no greater than 15 feet. The center median of the traffic circle shall be constructed with rolled mountable curbs and/or decorative pavement and controlled with stop signs and stop markings on the clubhouse driveway approach only.

58. The maximum street slope shall not exceed 15 percent. The traffic circle and all intersections shall not exceed 5 percent slope in any direction unless otherwise approved by the Public Works Director.
59. Street intersection corner radii shall not be less than 25-feet.
60. Adequate sight distance shall be provided for all private and public intersections and parking lot aisles to the satisfaction of the City Traffic Engineer. The Grading and Landscaping Plans shall indicate minimum stopping sight distance per City standard for any intersecting private or public streets. The sight visibility line shall not be obstructed by walls, columns, topography or landscaping over 30" high.
61. A continuous sidewalk and connecting crosswalks shall be constructed on at least one side of the project's street system from Palos Verdes Drive East to the most distant intersections of Street "A" and Street "D". The sidewalk shall connect directly to the clubhouse and Palos Verdes Drive East. No mid-block crosswalks are allowed.
62. Provide and show turning templates for delivery trucks and fire equipment at the clubhouse.
63. Any reserved or designated customer, member and/or employee parking areas at the clubhouse shall be subject to the approval of the City.
64. The minimum number of required parking spaces for the clubhouse facility must remain accessible at all times during normal business hours.
65. Parking on private streets shall not be reserved for particular individual, group or use.
66. A reciprocal access agreement shall be executed between the property owners (HOA) and country club for Street "A" between Palos Verdes Drive East and the main clubhouse entrance driveway.
67. A publicly accessible vehicle turn-around shall be provided without a gate at or near the gatehouse on Street "A". No vehicle gates are permitted within 200 feet of Palos Verdes Drive East.
68. Key or code controlled ingress shall be provided at any vehicle gate, including an intercom/phone system connected to individual units for guests. Automatic exiting using vehicle detection must be provided when vehicles leave the gated area.
69. Provide and identify dedicated loading area for the clubhouse and golf course maintenance facility on site plan.
70. An equestrian/multi-use path with white rail fencing shall be constructed along the west side of Palos Verdes Drive within the public right-of-way along the property and golf course frontage including crosswalks at intersections. A white three-rail fence shall be constructed along the east side of Palos Verdes Drive East along the country club frontage to the satisfaction of the City Manager. The homeowner's association and/or Rolling Hills Country Club shall be responsible for maintenance of said fence.
71. A golf cart and golfer crossing including a new in-pavement roadway warning light system shall be constructed on or under Club View Lane to City standards at a location approved by the City. The crossing shall have sufficient sight distance for approaching vehicles and shall be maintained by the country club.
72. No surface pedestrian or golf cart crossings shall be allowed on Palos Verdes Drive East.
73. The existing country club parking lot(s) on Palos Verdes Drive East shall be reconstructed to current City standards.
74. All parking spaces adjacent to an obstruction, except columns, must be at least one foot wider than a standard space (9'+1'=10'). Show dimensions of all end stalls adjacent to

walls or obstructions.

75. At least three feet is required beyond the end of an aisle to provide sufficient back-up space for vehicles in the last space of the aisle. Show dimensions between end stalls and end of aisle.
76. All two-way driveways and aisles adjacent to a wall or obstruction must be at least 25 feet wide.
77. Wheel stops or 6" high curb shall be provided for all parking spaces.
78. Disabled parking must comply with current standards as directed by the building official. One or more van size spaces are required for each separate parking area (not including streets). Show ADA accessible path from disabled parking to building entrance(s). See City's ADA requirements.
79. Staircases and doors shall not exit directly onto a vehicle aisle or street without a protected landing.
80. Show slopes and transitions for all vehicle ramps, driveways and private streets as required by code. All ramps over 8% must include transition slopes at the beginning and end of the ramp and must meet the required slope setbacks behind the property line. Provide a cross-section of each vehicle ramp/driveway on plans.
81. Parking stall cross-slope shall not exceed 5%.
82. All gates, entrances and private streets shall comply with Fire Department requirements for turning radii and access.
83. To reduce the potential and severity of run-off-road type vehicle collisions, minimum 6-inch high standard curbs are required on any common driveway, private street or public street in any of the following conditions:
 - a. Vertical slope greater than 5 percent,
 - b. Horizontal curves less than 300 feet in radius,
 - c. Adjacent to side slopes greater than 2:1 ratio (H:V),
 - d. Adjacent to a sidewalk, or
 - e. Within 15 feet of a wall, building or structure.
84. That a valet shall be employed during an event at the golfcourse clubhouse and shall be responsible for the parking of all vehicles in the designated clubhouse parking area.
85. The developer shall send a print of the sewer plans to the City and to the Los Angeles County Department of Public Works for review. Approval must be assured prior to filing this tract map. The developer shall submit a sewer study to determine the capacity of down stream sewer systems to the County Sanitation District Trunk sewer system.
86. Easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.
87. Power, telephone and cable television service shall be underground.
88. Any utilities that are in conflict with the development shall be relocated and may be required to be undergrounded at the developer's expense.
89. All lots shall be served by adequately sized water system facilities, which shall include fire hydrants of the size, type and location as determined by the Fire Chief.
90. The water mains shall be of sufficient size to accommodate the total domestic and fire flow required for the land division. Domestic flows required are to be determined by the City Engineer. Fire flows required are to be determined by the Fire Chief.
91. Plans and specifications for the water system facilities shall be submitted for approval to the water company serving this land division. The subdivider shall submit an agreement and other evidence, satisfactory to the City Engineer, indicating that the subdivider has

- entered into a contract with the servicing water purveyor guaranteeing payment and installation of the water improvements.
92. Prior to the filing of the final map, there shall also be filed with the City Engineer, a statement from the water purveyor indicating subdivider compliance with the Fire Chief's fire flow requirements.
 93. This project is a priority project as defined by City ordinance and under the Los Angeles County Municipal Stormwater Permit¹. The developer shall prepare an Urban Storm Water Mitigation Plan (USWMP) for this project in conformance with section 8.38.105 of the Rolling Hills Estates Municipal Code and the LA County Municipal Stormwater Permit that are in effect at the time grading plans are approved for the first unit of this project. The USWMP shall address compliance with all total maximum daily loads (TMDL's), specifically the numerical targets expressed as waste load allocations, adopted by the USEPA or the Regional Water Quality Control Board that are effective as of the date established above. Currently, those include the Trash TMDL for Machado Lake, the Nutrient (Nitrogen and Phosphorus) TMDL for Machado Lake, the Pesticides and PCBs TMDL for Machado Lake if it is effective as noted above.
 94. The project shall install the required Best Management Practices as required by the USWMP. The Developer shall create an assessment for the maintenance of the required BMPs and the HOA shall maintain all in tract BMPs. The CC&Rs shall make provisions for the City to enter the property from time to time to inspect the BMPs and to determine that the BMPs are being maintained to be effective in removing their designated pollutants. If it is found that the HOA is not maintaining the BMPs to be effective or have allowed the lack of maintenance to create a hazard to the Health, Safety and Welfare of the community the City shall have authority to remove hazards or to restore the effective operations of the BMP and shall be fully reimbursed by the proceeds of the assessment. If the funds available are not sufficient to reimburse the City fully the HOA shall arrange for a special assessment to reimburse the City of Rolling Hills Estates. No action by the City shall relieve the HOA of their obligation for the ongoing maintenance of required BMPs.
 95. Prior to installation of any lighting of the golfcourse clubhouse facility or associated parking area, a precise lighting plan shall be reviewed and approved by the Planning Commission.
 96. All tennis court lighting at the golfcourse clubhouse facility shall be shut off by 10:00 pm every night or when the courts are no longer scheduled for use on any evening.
 97. Review and approval of the City Manager shall be required for any golfcourse clubhouse facility event anticipated to occur after 12:00 am. A request for such an event shall be submitted to the City Manager for review and approval at least ten (10) days prior to the date of the event.
 98. Prior to installation of any landscaping or irrigation in subdivision common areas, a landscaping plan shall be reviewed and approved by the Planning Commission pursuant to Section 17.18.040(B)(11) of the Code.
 99. Construction of common open space lots, as indicated on the Vesting Tentative Tract Map, shall occur as follows: Lot 135 will be constructed with Phase 1 (30 homes plus nine models); Lots 129, 130 and 131 will be constructed with Phase 2 (32 homes), and Lot 136 will be constructed with Phase 4 (19 homes).
 100. Prior to issuance of any building permits, the applicant shall submit final home designs to the Planning Commission for review and approval of a Neighborhood Compatibility Determination. Final home designs shall:

¹ the LA County Municipal Stormwater Permit, California Regional Water Quality Control Board, Los Angeles Region, Order No. 01-182, NPDES Permit No. CAS004001, Waste Discharge Requirements for Municipal Stormwater and Urban Runoff Discharges within the County of Los Angeles and the Incorporated Cities Therein, except the City of Long Beach.

- a. Incorporation additional ranch style architectural features and elements or an authentic ranch style elevation.
 - b. Consider less subtle and more dramatic style differences such as an authentic Craftsman, French Country, Mission or Arts and Crafts style home;
 - c. Eliminate or minimize blank building walls;
 - d. Address the lack of setbacks for second floors over first floors providing a better "wedding cake"; and
 - e. Provide an analysis of privacy between individual buildings indicating that windows will not look directly into neighboring windows.
101. The retaining walls located near the project entrance (south of the clubhouse) and below Alta Loma park shall be fully landscaped and maintained at all times.
102. The twenty-seven (27) trees identified as "To Be Kept" in the Tree Inventory and Comprehensive Management Plan – Chandler Landfill (November 2008) shall be protected in place and maintained during project construction and implementation.
103. The applicant shall irrevocably offer to dedicate to the City of Rolling Hills Estates 40' wide access easements, within which the proposed streets shall be located. This easement shall also be dedicated as a public service and utility easement. While the precise location of the easement shall be subject to review and approval of the City Manager prior to the recording of the final map, the alignment of the easement shall substantially conform with that of the approved street which is shown on *Exhibit A*.
104. Should the City Council approve the project, the Planning Commission recommends that proposed zoning changes and General Plan amendments preserve the H Overlay designation for the entire project area, except that the H Overlay designation is recommended to be removed from the RPD (i.e, single family) portion of the project area at such time that grading and/or building permits are issued.
105. The applicant shall submit a copy of the CC&Rs to the City Manager for review and approval prior to the recordation of the Final Map specifying the following requirements:
- a. The City of Rolling Hills Estates shall be named as a third party beneficiary. Any proposed amendments to the CC&Rs must first receive approval of the City of Rolling Hills Estates.
 - b. The Homeowners Association shall be responsible for the maintenance of all landscaping located within commonly owned areas, as shown on *Exhibit A*.
 - c. No recreational vehicles shall be parked on-site.
 - d. A provision shall be included for trash pick-up and disposal for common areas and private residences.
 - e. The Homeowners Association shall maintain any natural drainage courses traversing the property.
 - f. That all residential units of the development shall be restricted to home-occupation uses, as specified in the Municipal Code.

SECTION 2. The Planning Commission hereby recommends certification of the Environmental Impact Report.

SECTION 3. That the City Clerk shall certify to the adoption of this Resolution.

ADOPTED this 4th day of April, 2011.

TIM SCOTT, CHAIRMAN

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. PA-29-07 was adopted by the Planning Commission of the City of Rolling Hills Estates at a regular meeting held thereof on the 4th day of April, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DOUGLAS R. PRICHARD, CITY CLERK

ROLLING HILLS COUNTRY CLUB

ROLLING HILLS ESTATES, CALIFORNIA

Altevers Associates · Architecture · Interior Design · Aventura, Suite 250 · 8910 University Center Lane · San Diego, Ca. 92122 · (858) 535-9777

Contact: Bruce J. Alvarez, AIA, Principal
Suzanne L. Taylor, AIA, Project Manager

Project
Rolling Hills Country Club - Clubhouse

Owner
Rolling Hills Country Club
2700 La Jolla Village Drive
P.O. Box 100
Rolling Hills Estates, CA 90744
Phone: (310) 324-1144
Fax: (310) 324-1144
Contact: Long Relations - Hester Parks & Associates
Landscape Management

Civil
Rustoker & Associates, Inc.
Three Palms
Palmdale, CA 93550
Phone: (805) 885-1800
Fax: (805) 885-1804
Contact: Patrick M. Rustoker, P.E., Project Manager

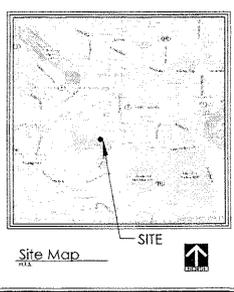
Landscape
HEP Studio
3242 Highway 56
Suite 100
San Juan Capistrano, CA 92675
Phone: (949) 233-0802
Fax: (949) 233-7922
Contact: Stephen B. Hester, Landscape Designer

Structural
EFFF
1800 Van Leer Avenue
Suite 200
San Diego, CA 92108
Phone: (619) 594-1000
Fax: (619) 594-1000
Contact: Alan Robinson, S.E.

Mechanical / Plumbing
Tuchayama Kato Sen & Carter
1791 Van Arman Ave
Suite 200
San Diego, CA 92108
Phone: (619) 524-0243
Fax: (619) 524-0243
Contact: Roger Carter, P.E., Mechanical
Rick Kato, P.E., Plumbing

Electrical / Lighting
Knostrum
1333 Broadway Drive
San Diego, CA 92108
Phone: (619) 594-1122
Fax: (619) 594-1122
Contact: Norman S. Knostrum, P.E., Electrical

Project Location



Sheet Index

SHEET	DESCRIPTION
GENERAL	
A1-001	COVER SHEET AND INDEX
A1-002	FOUNDING - FOUND
A1-003	FOUNDING - SLAB
ARCHITECTURAL	
A1-004	SECTION
A1-005	LOWER LEVEL FLOOR PLAN - AREA A
A1-006	LOWER LEVEL FLOOR PLAN - AREA B
A1-007	UPPER LEVEL FLOOR PLAN - AREA A
A1-008	UPPER LEVEL FLOOR PLAN - AREA B
A1-009	SECTION ELEVATIONS
A1-010	SECTION ELEVATIONS
A1-011	BUILDING SECTIONS
A1-012	BUILDING SECTIONS
A1-013	FRASLER RANGE BUILDING
LANDSCAPE	
L-001	LANDSCAPE AREA CALCULATION

Legend

- NORTH ARROW
- CIRCULAR MARKER SHEET NUMBER
- ELEVATION TAG
- BUILDING SECTION
- WALL SECTION
- INTERIOR ELEVATION TAG
- GRID TAG (NUMBERS OR LETTERS)
- DIMENSION TAG
- ROOM TAG AND NUMBER
- DOOR TAG
- WALL TAG
- KEY NOTE
- ELEVATION HEIGHT TAG
- DIMENSION TAG (WITH DIMENSION LINE)
- REVISION CLOUD AND DETAILED NUMBER
- UNFINISHED
- DIMENSION LINE

Revisions

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Abbreviations

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ALTEVERS ASSOCIATES
ARCHITECTURE, PLANNING
INTERIOR DESIGN
1333 Broadway Drive
San Diego, CA 92108
Phone: (619) 594-1122
Fax: (619) 594-1122
FAX: (619) 594-1122

Rolling Hills Country Club
Rolling Hills Estates, California



KEY PLAN

SCHEMATIC DESIGN

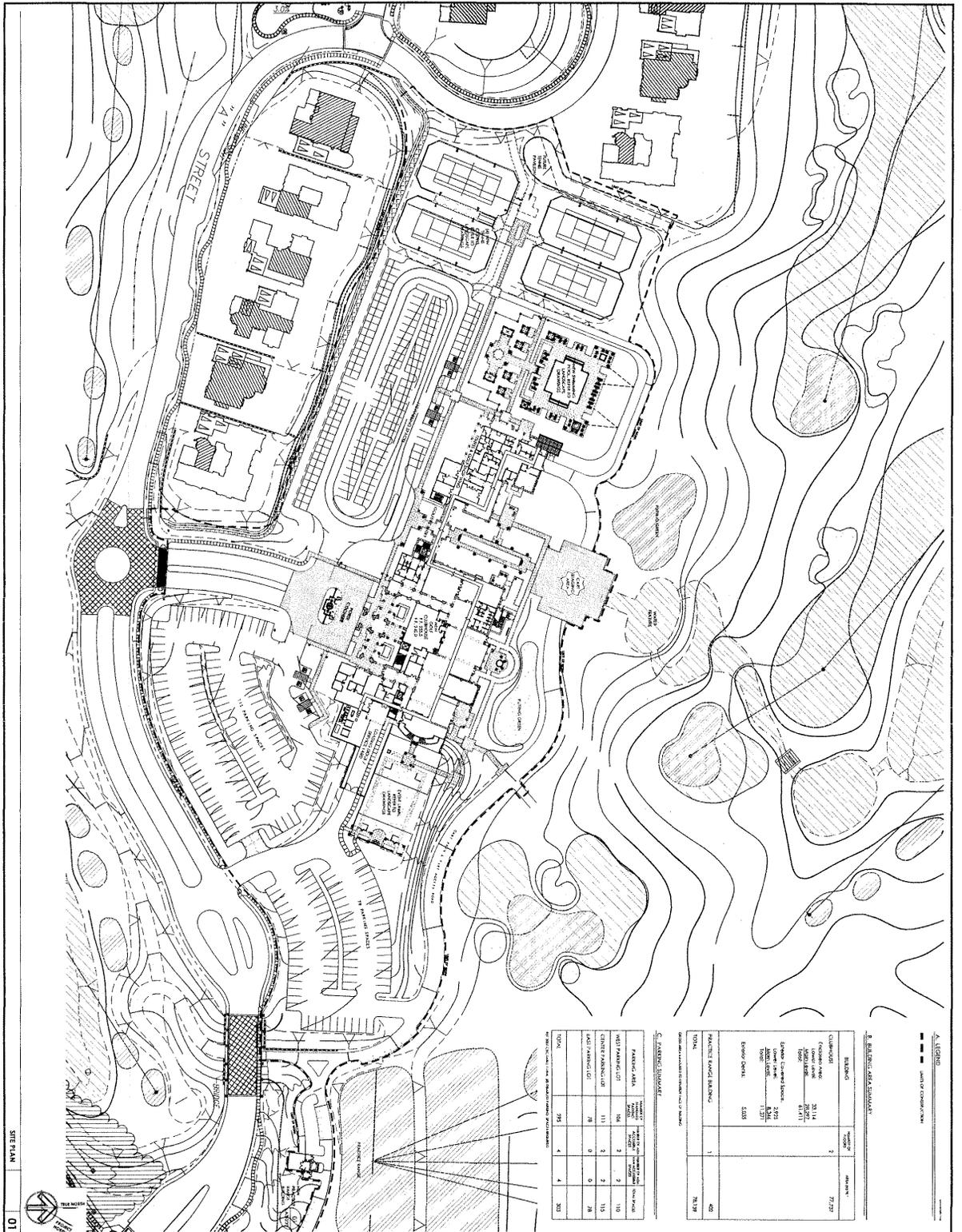
14 NOVEMBER 2007

PROJECT NO. A4433.00

SHEET NO.

A1-001

EXHIBIT A
PAGE 2 OF 12



A. LEGEND

--- UNITS OF CONSTRUCTION

B. BUILDING AREA SUMMARY

BUILDING	AREA (SQ FT)	PERCENTAGE
CLUBHOUSE	20,146	77.27%
CONCRETE CANAL BUILDING	8,817	
GRAND TOTAL	28,963	
EXISTING CONCRETE CANAL BUILDING	8,817	
NEW CONCRETE CANAL BUILDING	17,237	
GRAND TOTAL	26,054	

C. PARKING SUMMARY

PARKING AREA	NUMBER OF SPACES	PERCENTAGE
WEST PARKING LOT	164	2
CENTRE PARKING LOT	111	3
EAST PARKING LOT	79	5
GRAND TOTAL	354	20
EXISTING CONCRETE CANAL BUILDING	164	4
NEW CONCRETE CANAL BUILDING	190	4
GRAND TOTAL	354	20

Rolling Hills Country Club
Rolling Hills Estates, California

ALTERERS ASSOCIATES
ARCHITECTURAL & LANDSCAPE ARCHITECTURE
14000 WILSON AVENUE, SUITE 200
ROLLING HILLS, CALIFORNIA 91074
TEL: (909) 973-9911
FAX: (909) 973-1818
WWW.ALALTERERS.COM

REVISIONS

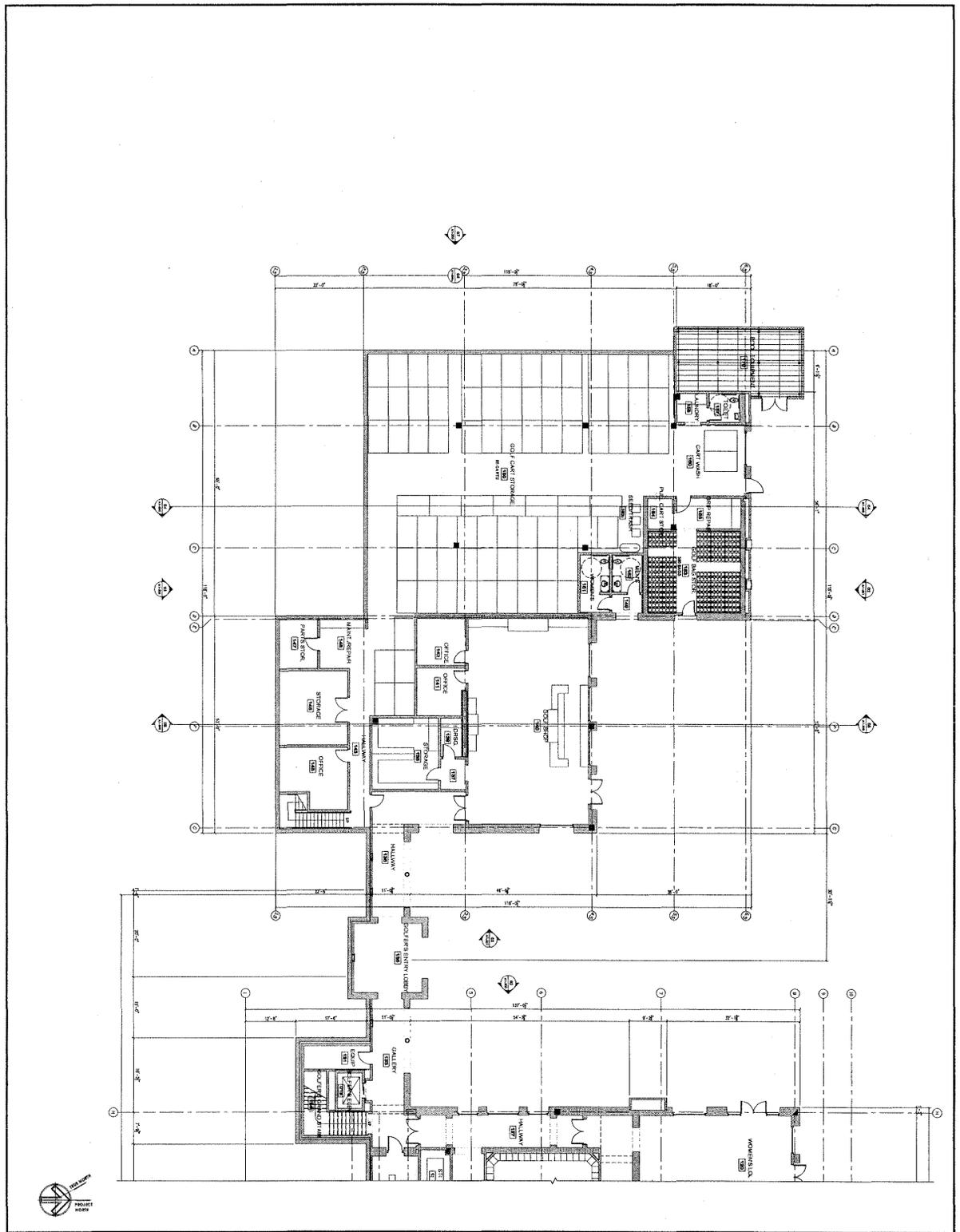
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14 NOVEMBER 2007
PROCESSED AND APPROVED

A1-010

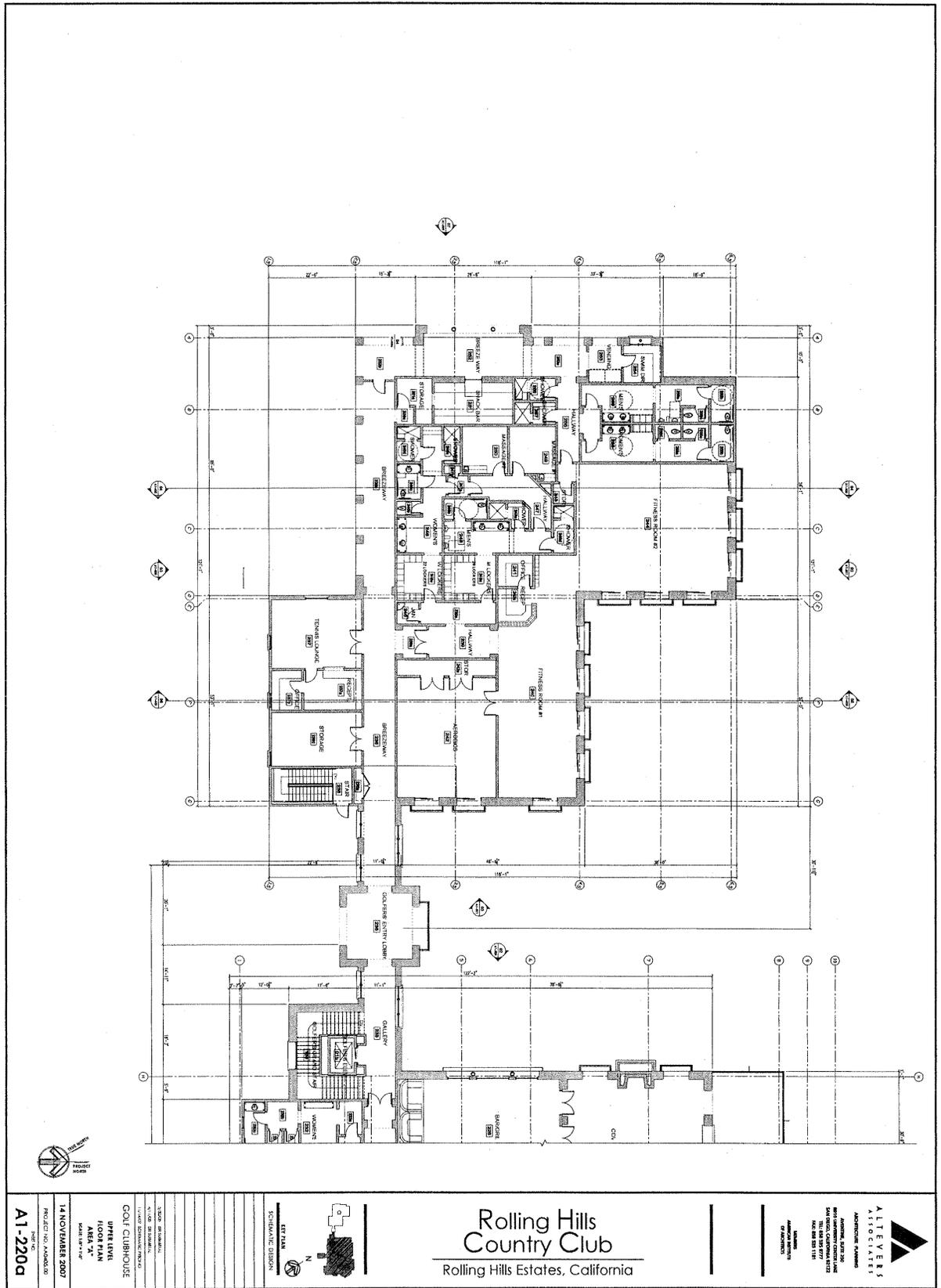
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EXHIBIT A
PAGE 3 OF 11



	KEY PLAN SCHEDULED ROOMS		ALTERRA ADVISORS ARCHITECTURAL & INTERIOR CONSULTANTS 1000 ROLLING HILLS DRIVE, SUITE 100 ROLLING HILLS, CALIFORNIA 91075 PHONE: 909.261.1111 FAX: 909.261.1111 WWW.ALTERRAADVISORS.COM
	14 NOVEMBER 2007 PROJECT NO. A1-210a		

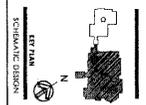
EXHIBIT A
PAGE 4 OF 11



PROJECT NO. A1-220A

14 NOVEMBER 2007
 AREA 'X'
 1ST FLOOR PLAN
 GOLF CLUBHOUSE

ARCHITECT: ALTEVEERS ASSOCIATES
 PROJECT NO. A1-220A
 DATE: 14 NOVEMBER 2007
 AREA: 'X'
 FLOOR PLAN
 GOLF CLUBHOUSE



Rolling Hills
 Country Club
 Rolling Hills Estates, California

ALTEVEERS ASSOCIATES
 ARCHITECTS & PLANNERS
 2000 WILSON AVENUE, SUITE 200
 ROLLING HILLS, CALIFORNIA 90276
 TEL: 909.261.1111
 FAX: 909.261.1111
 WWW.ALTEVEERS.COM

EXHIBIT A
 PAGE 6 OF 12

C-27

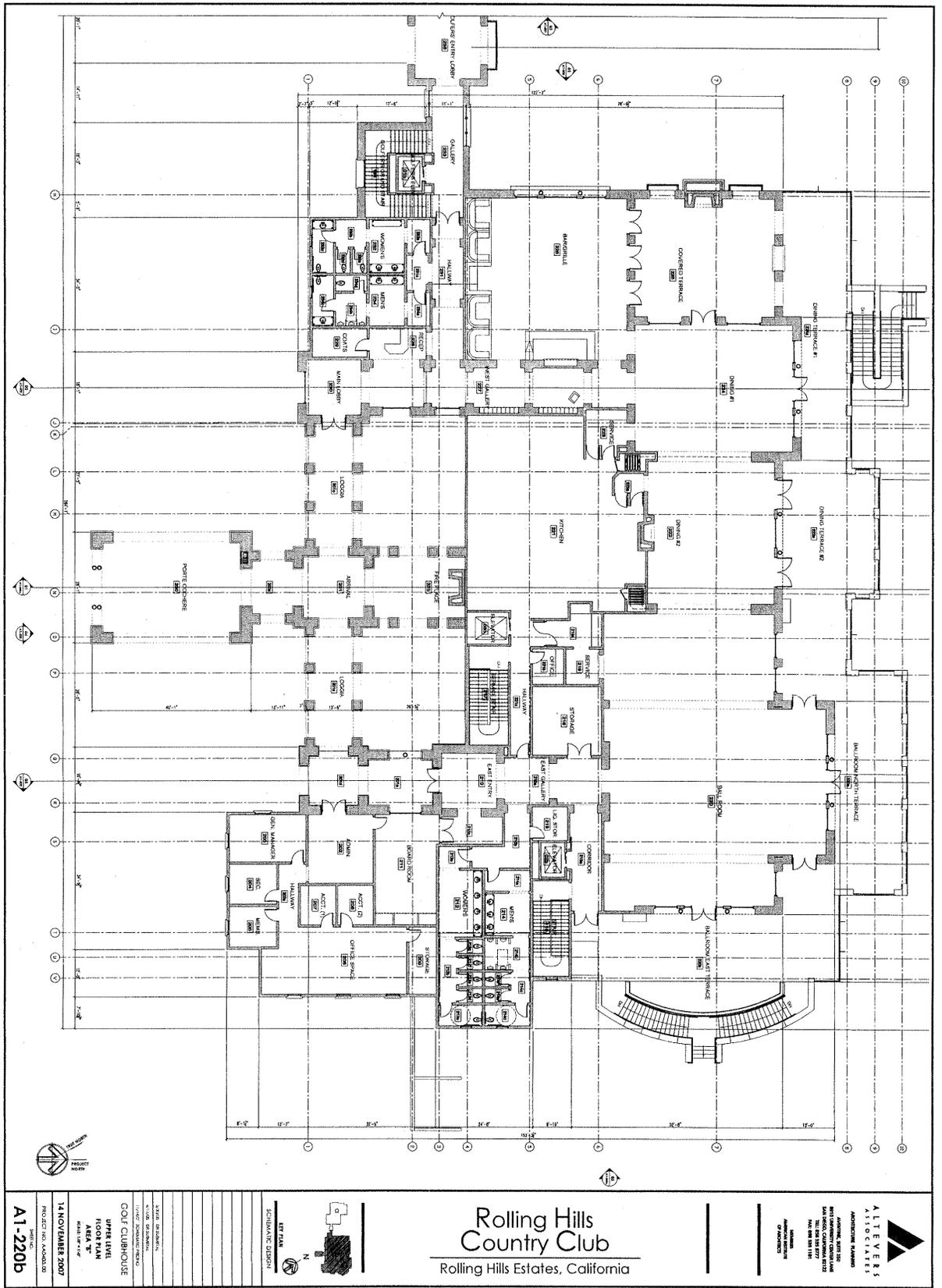
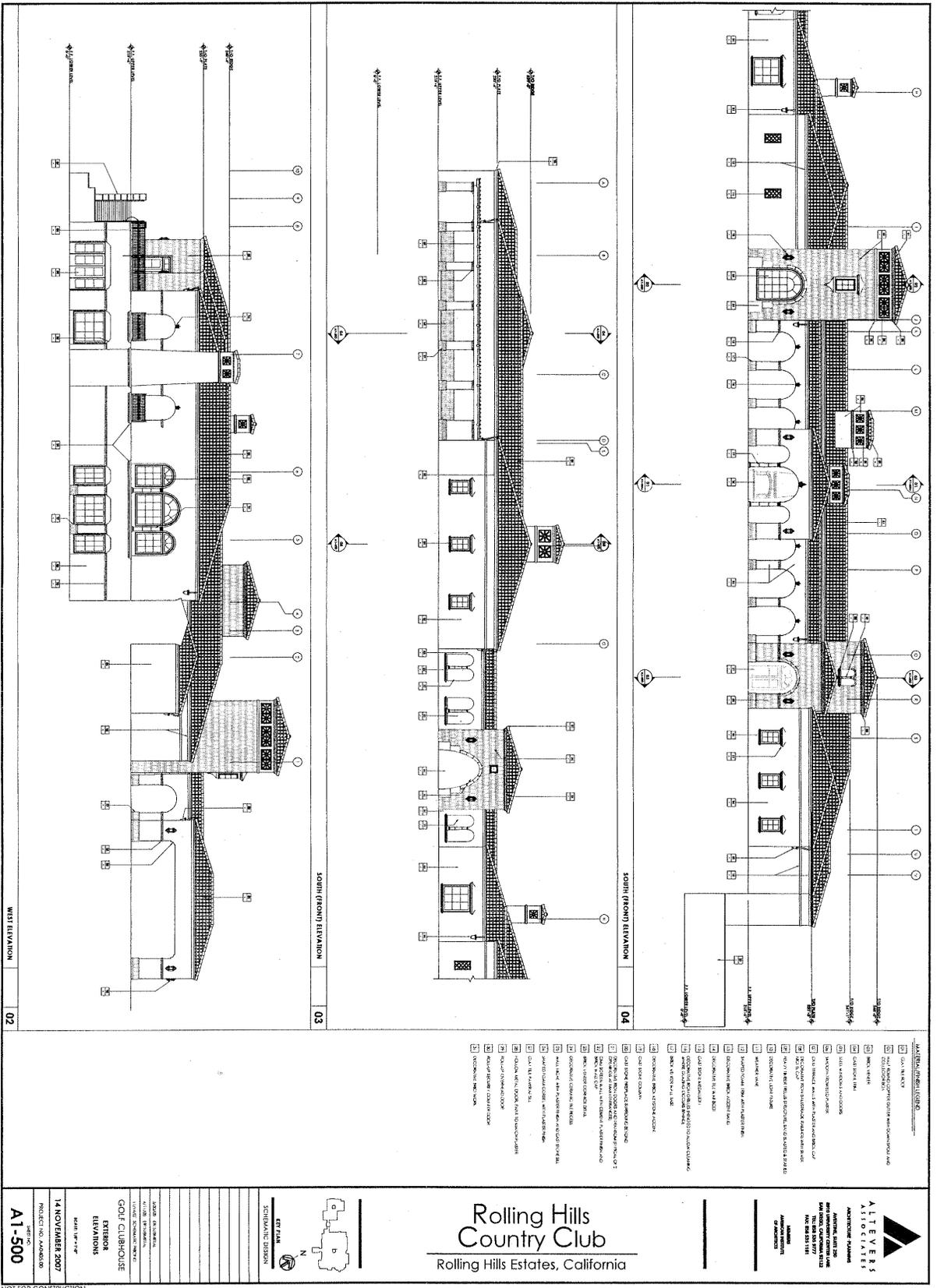


EXHIBIT A
PAGE 7 OF 11



Rolling Hills Country Club
Rolling Hills Estates, California

ARCHITECT: ALTEVERS ASSOCIATES
ARCHITECT: 10000 WILSON AVENUE, SUITE 100
CULVER CITY, CALIFORNIA 90230
PHONE: (310) 206-1111
FAX: (310) 206-1112
WWW.ALTEVERS.COM

KEY PLAN
SCHEMATIC DESIGN

DATE: 14 NOVEMBER 2007
PROJECT NO. A1-500

SCALE: 1/8" = 1'-0"

ARCHITECT: ALTEVERS ASSOCIATES
ARCHITECT: 10000 WILSON AVENUE, SUITE 100
CULVER CITY, CALIFORNIA 90230
PHONE: (310) 206-1111
FAX: (310) 206-1112
WWW.ALTEVERS.COM

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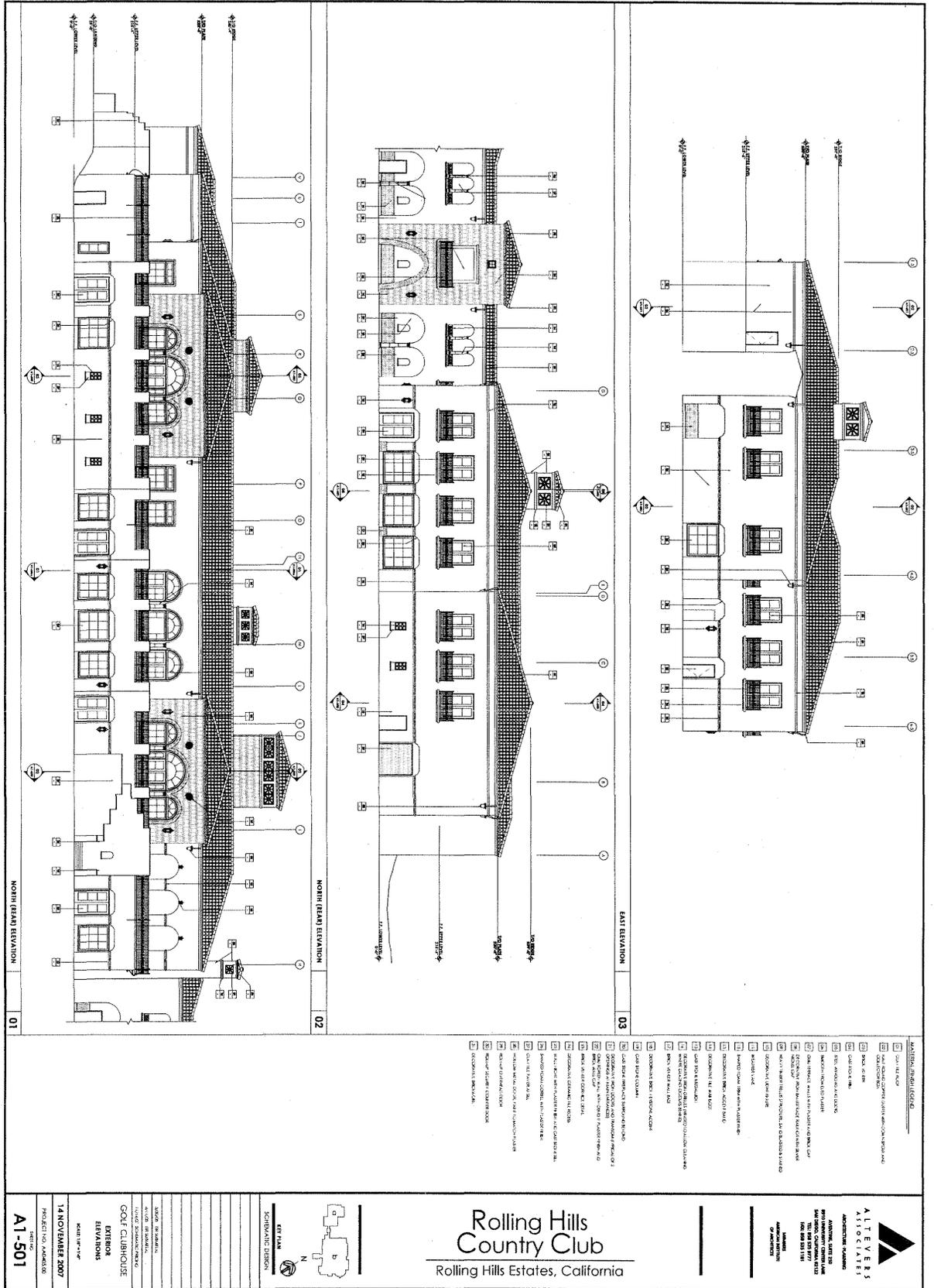


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Rolling Hills
 Country Club
 Rolling Hills Estates, California

ALTERE ASSOCIATES
 ARCHITECTURAL FIRM
 10000 WILSON AVENUE, SUITE 100
 ROLLING HILLS, CALIFORNIA 91075
 TEL: 909 255 1111
 FAX: 909 255 1112
 www.altere.com

14 NOVEMBER 2007
 PROJECT NO. A1-501

12.0 MITIGATION MONITORING PROGRAM

The Executive Summary section of this EIR identifies the Mitigation Measures that will be implemented to offset the impacts resulting from the proposed project. Section 21081.6 of CEQA requires the public agency to adopt a monitoring program of mitigations to ensure compliance with the mitigations identified in the CEQA document. This section of CEQA also identifies guidelines for implementation of a monitoring program. The monitoring program is required to be completed prior to certification of a Final EIR.

The following Mitigation Monitoring Program (MMP) identifies all the mitigations identified in the EIR along with the party responsible for monitoring the mitigations and the timeframe for implementation. This MMP satisfies the requirements of Section 21081.6 of CEQA.

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
Aesthetics						
MM AES-1: Prior to issuance of grading permits for the project, the applicant shall present conceptual plans for the Planning Commission's approval that reduce the proposed clubhouse's building height, including accent towers, to 35 feet or less. This mitigation measure is required only if the project's requested amendments to the C-R zone are not approved.	Prior to the issuance of grading permits	City of Rolling Hills Estates Planning Staff	Planning Staff shall review the revised plans and ensure that the Planning Commission has approved the height of the clubhouse prior to the issuance of grading permits.			
MM AES-2: Prior to issuance of building permits for the project, the applicant shall submit a final landscape plan for the Park and Activities Commission's approval, conforming to all City landscape plan review requirements. The landscape plan shall specify in particular plant material and irrigation for all modular (Verdura® or similar) and conventional retaining walls. Plant species selected for these applications shall have the capability to achieve a minimum of 80% coverage of concrete surfaces within five (5) years of installation.	Prior to issuance of building permits	City of Rolling Hills Estates Planning Staff	Planning Staff shall ensure that the Park and Activities Commission has approved the landscape prior to the issuance of building permits.			
MM AES-3: Tree specimens selected for the project entry at its intersection with Palos Verdes Drive East shall be a minimum 36" box size. Tree specimens to be located between the Hole 4 and 9 fairways shall be selected and sized for their ability to screen the retaining walls on the west side of the Hole 9 fairway from the Palos Verdes Drive East viewshed.	Development of final landscape plans and during landscape construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review landscape plans and visit the site during landscape construction to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AES-4: All retaining walls that exceed 6 feet in height shall be Verdura® retaining walls (or an equivalent wall of modular, interlocking concrete cells) rather than conventional walls, unless such construction is proven infeasible on a case-by-case basis to the satisfaction of the Planning Department. When such construction is not feasible, the retaining wall shall be screened to the satisfaction of the Planning Department, with screening to include at a minimum creeping vines or other plant materials that cover/obscure at least 50% of the wall surface within 3 years of wall installation.	Final engineering, development of final landscape plans, and during landscape construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review wall plans and landscape plans, and shall visit the site during construction to ensure compliance with this requirement.			
MM AES-5: Prior to issuance of grading permits, the applicant shall place protective fencing surrounding all trees proposed to remain in place, in order to preserve such trees' view screening capability. This fencing shall be placed approximately along each tree's dripline; where two or more trees' driplines merge, fencing shall follow the merged dripline.	Prior to issuance of grading permits	City of Rolling Hills Estates Planning Staff	Planning Staff shall inspect protective tree fencing prior to the issuance of a grading permit.			
MM AES-6: Prior to making a Neighborhood Compatibility Determination, the Planning Commission shall (1) determine if other styles, such as "Ranch" must be mixed into the proposed neighborhood; and (2) review the massing design of the proposed homes to ensure that two-story wall elevations are adequately articulated to avoid "stark and unbroken" walls and to ensure that the mass of the proposed homes are minimized to the best extent feasible.	Prior to making a Neighborhood Compatibility Determination	City of Rolling Hills Estates Planning Staff	Planning Staff shall ensure the Planning Commission makes the required determination and conducts the required review prior to making a Neighborhood Compatibility Determination.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AES-7: All proposed concrete drainage ditches, aprons, etc., on the manufactured slopes proposed for the project shall be tinted to closely match the native soil color in the vicinity of the drainage structure, to the satisfaction of the Planning Department.	Final engineering and during construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review final plans to ensure this requirement is included in the specifications and shall inspect paint samples to ensure compliance with this requirement.			
MM AES-8: Tree species proposed for placement around the project's tennis courts shall be evergreen, 36" box size, of a natural height not to exceed 35', and with a natural horizontal spread equal to or greater than the proposed spacing between individual trees (for example, trees planted at 20' on center should have a minimum 10' radial spread, or a 20' diameter).	Development of final landscape plans and during landscape construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review landscape plans and visit the site during landscape construction to ensure compliance with this requirement.			
MM AES-9: Prior to issuance of building permits, the applicant shall submit a sign plan to the Planning Director for approval. All building signs and project monumentation shall conform to the most recent version of the Rolling Hills Estates sign ordinance.	Prior to issuance of building permits	City of Rolling Hills Estates Planning Director	The Planning Director shall review the sign plan(s) to ensure compliance with this requirement.			
MM AES-10: All other requirements of the Rolling Hills Estates C-R and RPD Development Standards and the Neighborhood Compatibility Ordinance shall apply.	Prior to issuance of building permits	City of Rolling Hills Estates Planning staff	Planning Staff shall review project plans to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AES-11: Prior to issuance of building permits, the applicant shall submit a detailed lighting plan to the Planning Director for approval. The lighting plan shall correspond substantially to the conceptual lighting plan submitted for the project, and shall include all exterior structural lighting, parking lot lighting, landscape lighting and sign monument lighting.	Prior to issuance of building permits	City of Rolling Hills Estates Planning Director	The Planning Director shall review lighting plans to ensure compliance with this requirement.			
MM AES-12: Parking lot, street and entry lighting shall be shielded so that no direct light spills upwards to the night sky and so that no fixture's light spills onto adjacent properties in excess of Lighting Ordinance thresholds.	Development of final plans and during construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review lighting plans and visit the site during construction to ensure compliance with this requirement.			
MM AES-13: All other requirements of the Rolling Hills Estates standards for lighting shall apply.	Development of final plans and during construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall review lighting plans and visit the site during construction to ensure compliance with this requirement.			
MM AES-14: The installation of new overhead utility lines is prohibited.	Prior to the issuance of a grading permit	City of Rolling Hills Estates Planning Staff	Planning Staff shall review the project's utility plans to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AES-15: New above ground utility cabinets shall not be installed unless undergrounding of certain utility cabinets is proven infeasible on a case-by-case basis to the satisfaction of the Planning Department. When undergrounding of a utility cabinet is not feasible, the above ground utility cabinet shall be located and screened to the satisfaction of the Planning Department.	Prior to the issuance of a grading permit and during construction if the installation of an above ground utility cabinet(s) is unavoidable	City of Rolling Hills Estates Planning Staff	Planning Staff shall review the project's utility plans to ensure compliance with this requirement. If the installation of an above ground utility cabinet(s) is unavoidable, Planning Staff shall review cabinet plans to ensure compliance with this requirement.			
Air Quality						
MM AQ-1: During grading and construction, fugitive dust emissions shall not exceed the performance standards in SCAQMD Rule 403.	During grading and construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-2: During demolition, apply water every 4 hours to the area within 100 feet of a structure being demolished, to reduce vehicle track-out.	During demolition	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-3: During demolition, apply water to disturbed soils after demolition is completed or at the end of each day of cleanup.	During demolition	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-4: During grading and construction, cease activities when wind speeds exceed 25 mph or comply with contingency fugitive dust control measures in Table 3 of SCAQMD Rule 403.	During grading and construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-5: During grading and construction, active areas shall be watered three times (3x) per day. Pre-water areas being cut such that fill materials maintain sufficient moisture to meet SCAQMD Rule 403 performance standards. Water areas being scraped at least hourly.	During grading and construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-6: During grading and any other construction activities that require earth movement, require minimum soil moisture of 12% for earthmoving by use of a moveable sprinkler system or a water truck. Moisture content shall be verified by lab sample or moisture probe.	During grading and construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall ensure that moisture content in the soil is verified by lab sample or moisture probe to ensure compliance with this requirement.			
MM AQ-7: During all phases of construction, apply trackout controls (e.g., rumble grate or gravel pad) in a manner consistent with existing AQMD and stormwater regulations.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-8: During all phases of construction, limit onsite vehicle speeds (on unpaved roads) to 15 mph.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-9: During all phases of construction, replace ground cover in disturbed areas as quickly as possible. Disturbed surfaces shall be maintained in a stabilized condition using water or other chemical dust suppressant until ground cover is replaced.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-10: During all phases of construction, equipment shall not idle for greater than five consecutive minutes except as allowed by the In-Use Offroad Air Toxic Control Measure (13CCR2449(d)(3)(A)).	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

**City of Rolling Hills Estates
Chandler Ranch/Rolling Hills Country Club Project
Mitigation Monitoring Program**

Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
<p>MM AQ-11: During all phases of construction, NOx impacts shall be mitigated by one or a combination of the following six (6) methods, each of which is designed to reduce mass daily construction phase NOx to 200 lbs/day or less:</p> <ul style="list-style-type: none"> a. Limit vehicle activity to either of the following: <ul style="list-style-type: none"> i. 20,146 horsepower-hours per day (hp-hr/day); or ii. 1,029 gallons of diesel fuel consumed per day (gal/day). b. Install add-on controls and/or turnover older equipment by one of the following methods: <ul style="list-style-type: none"> i. All equipment shall operate on aqueous diesel fuel; or ii. Using the fleet average approach implemented by CARB for the In-Use Off-road Air Toxic Control Measure, demonstrate that equipment operating on-site has either: <ul style="list-style-type: none"> 1. 100% of engine horsepower on-site is Tier 3; or 2. Add-on controls (e.g., diesel oxidation catalysts) sufficient to mitigate NOx emissions by 45% on a weighted horsepower basis (i.e., a high level of control on large engines may be preferable to low levels of control on all engines); or 3. Overall NOx emissions characteristics of 2.47 g/hp-hr or better. 	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

**City of Rolling Hills Estates
Chandler Ranch/Rolling Hills Country Club Project
Mitigation Monitoring Program**

Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
<p>MM AQ-12: During all phases of construction, diesel exhaust related chronic health risk impacts shall be mitigated by one of the following five (5) methods, each of which are designed to reduce diesel particulate matter (DPM) emissions by twenty five percent (25%):</p> <p>a. Limit activity to either of the following:</p> <p>i. 357,176 horsepower-hours per month (hp-hr/mo.); or</p> <p>ii. 18,251 gallons of diesel fuel consumed per month (gal/mo.).</p> <p>b. Install add-on controls and/or turnover older equipment by one of the following methods:</p> <p>i. All equipment shall have a Level 1 or better CARB verified diesel emission control device installed while operating on-site; or</p> <p>ii. Using the fleet average approach implemented by CARB for the In-Use Off-road Air Toxic Control Measure, demonstrate that equipment operating on-site has either:</p> <p>1. Add-on controls sufficient to mitigate DPM emissions by 25% on a weighted horsepower basis (i.e., high level of control on large engines may be preferable to low levels of control on all engines); or</p> <p>2. Overall PM emissions characteristics of 0.15 g/hp-hr or better.</p>	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

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**City of Rolling Hills Estates
Chandler Ranch/Rolling Hills Country Club Project
Mitigation Monitoring Program**

Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-13: During all phases of construction, equipment shall not be staged within 500 feet of the site boundary and operations within 500 feet of the boundary shall be limited to those which are necessary for grading and improvement of the site boundary area.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-14: During all phases of construction, use electricity from power poles rather than temporary diesel or gasoline power generators greater than 50 horsepower.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-15: Parking of construction vehicles and construction worker vehicles shall occur on-site and shall not be allowed on-street.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-16: During all phases of construction, provide temporary traffic controls, such as a flag person or signage, to maintain smooth traffic flow.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-17: Schedule construction activities that affect traffic flow on the arterial system to off-peak hours to the extent practicable. Minimally, no deliveries during construction shall occur during peak traffic hours.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-18: The project's construction management plan shall identify construction trucks routes that avoid congested streets and sensitive receptors.	Prior to issuance of a grading permit	City of Rolling Hills Estates Traffic Engineer	The City's Traffic Engineer shall review and approval the project's construction management plan prior to the issuance of a grading permit to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-19: All construction vehicles and equipment shall be properly tuned and maintained according to manufacturers' specifications.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-20: Excavating and grading operations shall be suspended when wind speeds (as instantaneous gusts) exceed 25 mph.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-21: All trucks hauling earth, sand, soil, or other loose materials on public roads are to be covered.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-22: Onsite roads and road shoulders shall be paved, minimally, prior to construction of the clubhouse or any residential structures.	Prior to construction of the clubhouse or any residential structures	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall inspect the construction site prior to construction of the clubhouse or any residential structures to ensure compliance with this requirement.			
MM AQ-23: A construction relations officer shall be appointed to act as a community liaison concerning on-site construction activity including resolution of issues related to PM ₁₀ generation.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM AQ-24: Comply with control measures, signage, and onsite dust supervisor requirements for Large Operations under Rule 403.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM AQ-25: The proposed clubhouse and residential units shall be designed and constructed to exceed Title 24 energy efficiency standards by at least 20%.	Prior to the issuance of a building permit (for review of plans) and prior to the issuance of a certificate of occupancy	City of Rolling Hills Estates Building and Safety Staff	To ensure compliance with this requirement, Building and Safety Staff shall review all building plans prior to the issuance of a building permit and inspect structures prior to the issuance of a certificate of occupancy.			
MM AQ-26: To the satisfaction of the Planning Director, prior to the issuance of a building permit for the clubhouse or the first residential unit, the project proponent shall identify additional green building techniques to be utilized for each of the proposed structures. To the satisfaction of the Planning Director, the project proponent shall also quantify the reduction in greenhouse gas (GHG) pollutant emissions that would be achieved by the identified green building techniques. Potential green building techniques that shall be considered by the project proponent include but are not limited to: <ul style="list-style-type: none"> ▪ Specification/use of ENERGY-STAR qualified building materials and appliances; ▪ Specification/use of energy efficient lighting, heating and cooling systems, appliances, equipment, and control systems; ▪ Use of passive solar design to minimize the need for artificial heating and cooling of indoor 	Prior to the issuance of a building permit for the clubhouse or the first residential unit	City of Rolling Hills Estates Planning Staff	Planning Staff shall review identified green building techniques and corresponding GHG reduction analysis to ensure compliance with this requirement.			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
spaces; <ul style="list-style-type: none"> ▪ Use of daylighting architectural practices to take advantage of sunlight; ▪ Specify/install light colored cool roofs, green roofs, and/or cool pavement materials; ▪ Use of on-site renewable energy and/or grid-source green power; and ▪ Include energy storage to optimize on-site renewable energy generation systems and to avoid peak energy use. 						
MM AQ-27: Prior to the issuance of a certificate of occupancy for the clubhouse or the fiftieth residential unit, the project proponent shall purchase carbon credits to offset the project's GHG emissions, considering a 30-year lifespan, that are in excess of 3,000 MTCO ₂ e/yr. The total amount of carbon credits needed to meet this requirement is estimated to be approximately 13,000 MTCO ₂ e. The final amount of carbon credits, however, shall be determined in consideration of the actual volume of reductions in GHG emissions achieved through Mitigation Measure AQ-25.	Prior to the issuance of a certificate of occupancy for the clubhouse or the fiftieth residential unit	City of Rolling Hills Estates Planning Staff	Planning Staff shall be provided with proof of the necessary amount of carbon credits to ensure compliance with this requirement.			
Biological Resources						
MM BIO-1: No greater than one year prior to any earth-moving or vegetation disturbing activities, a qualified biologist shall conduct presence/absence surveys for the coastal California gnatcatcher in accordance with USFWS protocol (1997). Breeding and non-breeding season survey protocol for	Prior to the issuance of any grading/building permits and within one year of commencing earth-	City of Rolling Hills Estates Planning Director	The applicant shall retain a qualified biologist to conduct presence/absence surveys for the coastal California gnatcatcher			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
presence/absence of coastal California gnatcatchers in non-NCCP areas are as follows: <ul style="list-style-type: none"> ▪ From March 15 through June 30, a minimum of six (6) surveys shall be conducted at least one week apart. ▪ From July 1 through March 14, a minimum of nine (9) surveys shall be conducted at least two weeks apart. ▪ Surveys shall be conducted between 6:00 a.m. and 12:00 p.m. Surveys shall avoid periods of excessive or abnormal heat, wind, rain, fog, or other inclement weather. ▪ Taped coastal California gnatcatcher vocalizations shall be used only until individuals have been initially located. Tapes shall not be used frequently or to elicit further behaviors from the birds. ▪ Surveys shall be conducted by slowly walking survey routes. Sites with deep canyons, ridge lines, steep terrain, and thick shrub cover shall be surveyed more slowly. ▪ Prevailing site conditions and professional judgment must be applied to determine appropriate survey rates and acreage covered per day. These factors may dictate that the maximum daily coverage specified in the protocol is not prudent under certain conditions. ▪ A report shall be provided to the USFWS and CDFG within 45 days following the field 	moving or vegetation disturbing activities		in accordance with USFWS protocol (1997). Evidence that a presence/absence survey was conducted and any follow up activity shall be submitted to the Planning Director.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
<p>surveys.</p> <p>If coastal California gnatcatchers are present, the following measures shall be implemented:</p> <ul style="list-style-type: none"> ▪ The applicant shall conduct a formal consultation with the USFWS/CDFG and acquire all appropriate permits. ▪ A qualified biological monitor must be present during all clearing activities to make sure no birds or nests are directly harmed or destroyed. ▪ Construction limits shall be fenced or flagged prior to construction activities to avoid inadvertent disturbance of areas outside the construction zone. ▪ All trash associated with construction activities shall be properly contained and disposed. ▪ To mitigate for the permanent loss of occupied habitat because of the proposed activities, the applicant shall prepare a restoration Habitat Conservation Plan that includes performance criteria, such as percent cover by native and non-native plants, native plant diversity, and evidence of natural reproduction, which must be met. The restoration plan must be reviewed and approved by the U.S. Fish and Wildlife Service. <p>Evidence that a presence/absence survey was conducted and any follow up activity shall be presented to the Planning Director prior to the issuance of any grading/building permits.</p>						

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
<p>MM BIO-2: No greater than one year prior to any earth-moving or vegetation disturbing activities, a qualified biologist shall conduct rare plant surveys in accordance with USFWS (2000), CDFG (2000), and CNPS (2001) protocols. To capture all special-status species potentially occurring during their respective blooming periods (see Table 3.3.1), these surveys shall be conducted between April and June in areas where special-status plant species are potentially present (e.g., coastal sage scrub remnant patches). Evidence that a rare plant survey was conducted and any follow up activity shall be presented to the Planning Director prior to the issuance of any grading/building permits.</p> <p>In addition, a qualified biologist shall be present during construction activities to ensure the protection of special-status plant species. If special-status plant species are found on the project site, California's Native Plant Protection Act requires notification of the CDFG at least 10 days in advance of any site disturbance. This shall provide for the salvaging of special-status plants that would otherwise be destroyed. If presence of the special-status plant species is assumed and mitigated, it is possible that this requirement would be waived. This would need to be determined during negotiation with the City of Rolling Hills Estates and their USFWS and/or CDFG contacts.</p>	<p>Within one year of commencing any earth-moving or vegetation disturbing activities and monitoring during grading and construction</p>	<p>City of Rolling Hills Estates Planning Director</p>	<p>The applicant shall retain a qualified biologist to conduct a rare plant survey in accordance with USFWS (2000), CDFG (2000), and CNPS (2001) protocols. The Planning Director shall review the report of said survey prior to the issuance of grading/building permits.</p> <p>The applicant shall retain a qualified biologist to be present during construction activities to ensure the protection of special-status plant species. The Planning Director shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.</p>			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
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<p>MM BIO-3: A qualified biologist shall conduct general wildlife surveys prior to any earth-moving or vegetation disturbing activities to determine the presence/absence of other special-status wildlife species, such as the monarch butterfly, coast horned lizard, San Diego desert woodrat, and pocketed free-tailed bat. Evidence that a general wildlife survey was conducted and any follow up activity shall be presented to the Planning Director prior to the issuance of any grading/building permits. A qualified biologist shall be present during all construction activities to ensure the protection of all wildlife. If special-status animal species are found on the project site, construction activities shall be halted and buffers installed until the species is out of harm's way. General construction activities shall be conducted in a manner that minimizes mortality of the species and degradation of habitat. If special-status wildlife species are found onsite, consultation with USFWS and CDFG shall be initiated by the project applicant.</p>	<p>Surveys shall be conducted prior to any earth-moving or vegetation disturbing activities and monitoring shall be conducted during grading and construction</p>	<p>City of Rolling Hills Estates Planning Director</p>	<p>The applicant shall retain a qualified biologist to conduct general wildlife surveys. The Planning Director shall review the report of said survey prior to the issuance of grading/building permits.</p> <p>If special-status wildlife species are found onsite, consultation with USFWS and CDFG shall be initiated by the project applicant and documented. Findings shall be presented to the Planning Director.</p>			
<p>MM BIO-4: The project proponent shall engage a California-registered landscape architect and qualified botanist to prepare landscape plans for project-area open spaces and manufactured slopes. The open-space and slope landscape plans shall use only region-specific native plants and shall be designed to promote habitat value, particularly coastal sage scrub habitat.</p>	<p>Prior to the issuance of building permits</p>	<p>City of Rolling Hills Estates Planning Staff</p>	<p>Planning Staff shall review landscape plans to ensure compliance with this requirement.</p>			

City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM BIO-5: If the project changes in a manner that materially deviates from the project description included in the Notification of Lake or Streambed Alteration (NLSA) application deemed complete by the Department of Fish and Game (CDFG) on October 22, 2009 (including any modifications received by the CDFG in writing prior to December 21, 2009), or if the agreement term requested in the NLSA application is exceeded prior to project completion, the applicant shall re-notify the CDFG prior to commencing construction.	If applicable project changes occur, prior to the issuance of a grading permit	City of Rolling Hills Estates Planning Staff	If applicable project changes occur, the applicant shall provide the Planning Staff with confirmation of the appropriate correspondence with the CDFG.			
MM BIO-6: The proposed project shall comply with the seasonal work period and all avoidance and mitigation measures to protect fish and wildlife resources specified in the Notification of Lake or Streambed Alteration (NLSA) application deemed complete by the Department of Fish and Game (CDFG) on October 22, 2009 (including any modifications received by the CDFG in writing prior to December 21, 2009). In addition to the mitigation measures included in this EIR, such measures include replacement habitat consisting of (1) creating 0.353 acres of willow-dominated riparian habitat on the proposed golf course adjacent to similar habitat in the same natural drainage system in the adjacent Linden H. Chandler Preserve; and (2) maintaining additional aquatic and vegetated wetland habitat (1.378 acres) for local and migrating fauna in the proposed water quality treatment basin in the northwest portion of the site.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

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MM BIO-7: Clearing, grubbing, removal of vegetation, and/or removal of structures and substrates shall be conducted outside the bird-nesting season (i.e., between September 1-February 28). Any such activities conducted during the bird nesting season (i.e., between March 1-August 31) will require a nesting survey by a qualified biologist beginning 30 days prior to the activity and weekly thereafter, with the last survey conducted no more than 3 days prior to the initiation of clearance construction work. If discovered, all active nests shall be avoided and provided with a buffer zone of 300 feet (500 feet for all raptor nests) or a buffer zone that otherwise meets the minimum requirements of the California Department of Fish and Game. Once buffer zones are established, work shall not commence/resume within the buffer until a qualified biologist confirms that all fledglings have left the nest, which would likely not occur until the end of the nesting season, and that there is no evidence of subsequent attempts at nesting. The project proponent shall record the results of the avoidance/protection efforts undertaken to document compliance with applicable State and Federal laws pertaining to the protection of native birds.	During grading and construction	City of Rolling Hills Estates Planning Staff	Planning Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement. If avoidance/protection efforts are required, Planning Staff shall review the recorded results of such efforts undertaken and the documented compliance with applicable State and Federal laws pertaining to the protection of native birds.			
Cultural Resources						
MM CULT-1: A full-time archaeological monitor(s) and Native American/Gabrieliño-Tongva representative(s) shall be present onsite during the demolition and grading phases of project construction, and during other construction activities that disturb soils, such as trenching for pipes and	Pre-construction testing: prior to the issuance of a grading permit Monitoring: during	City of Rolling Hills Estates Planning Staff and Building and Safety	The applicant shall retain an archaeologist to conduct the pre-construction testing and provide all resulting reports to			

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<p>foundations. The archaeological monitor(s) must be a Registered Professional Archaeologist (RPA) or a trained monitor working under the direct supervision of an RPA. The monitor(s) must oversee all excavations and have the ability to recognize, record, and/or recover isolated finds during the monitoring program and have the authority to halt any activities adversely impacting potentially significant cultural resources. The monitor(s) must maintain daily notes on the operations and isolated finds and maintain a detailed photographic record of the ground altering activities.</p> <p>In addition to the archaeological monitoring, the consulting archaeologist will conduct a focused, pre-grading testing program (i.e., minimally, a trenching program) that would be undertaken, preferably, after the golf course activities are suspended.</p> <p>The archaeological consultant shall review all information contained in this EIR, other available cultural resource information regarding the project site and general area, historic aerial photographs, historic maps, and the records maintained by the Golf Course pertaining to the development of the course and, specifically, changes made to the natural contours of the property. The trenching program shall be designed to obtain a minimum of a 3% sample of the subsurface in areas identified as sensitive for buried resources. Based on the results of this testing program, any identified resource(s) shall be evaluated to determine if the resource would add significant data to the current understanding of the prehistoric use of the area.</p>	demolition, grading, and other phases of construction that disturb soils		<p>Planning Staff prior to the issuance of a grading permit.</p> <p>Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure the appropriate archeological monitoring occurs during construction.</p>			

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<p>If any discovered resource(s) would add significant data to the current understanding of the prehistoric use of the area, a Phase III (data recovery) program shall be implemented. Said Phase III analysis shall, at a minimum, consist of a sampling no less than 10% of the area identified as the resource (as defined through the Phase II study).</p> <p>If any resource(s) discovered during the monitoring or testing program is determined to be of Native American origin, the Native American/Gabrieliño-Tongva representative(s) onsite will be able to assist in the completion of the monitoring program. If any evidence of human remains is uncovered, the archaeological monitor shall have the authority to shut the project down, contact the Principal Investigator, who will contact the County Coroner and Native American Heritage Commission. If the remains are declared of Native American descent, the Most Likely Descendant (MLD) will be named by the Native American Heritage Commission and consultation pertaining to the disposition of the remains will be undertaken. Activities will not commence at the site of the remains until clearance is afforded by the Coroner, Commission, Archaeological Consultant, and MLD.</p>						

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<p>MM CULT-2: The City of Rolling Hills Estates shall implement a paleontological monitoring program during the demolition and grading phases of project construction, and during other construction activities that impact previously undisturbed soils, such as trenching for pipes and foundations. The paleontological monitoring program must be conducted by an individual with experience in paleontological monitoring in Los Angeles County and familiar with the monitoring and collection protocols of the Los Angeles County Museum of Natural History. The paleontological monitoring program must include the maintenance of daily field logs, the recovery of soil samples for micro-screening for small fossil remains, the ability to remove vertebrate remains, as they are identified (e.g., with proper locational data and associations). In addition, a photographic record must be maintained over the course of the program and, if resources are found in a context too extensive for the monitoring program, the monitor must have the authority to halt any activities adversely impacting the resource, and arrange for the additional personnel needed to adequately manage the resources.</p>	<p>During demolition, grading, and other phases of construction that disturb soils</p>	<p>City of Rolling Hills Estates Building and Safety Staff</p>	<p>The applicant shall retain a paleontological monitor to be onsite during the demolition and grading phases of project construction, and during other construction activities that disturb soils.</p> <p>Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.</p>			

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Geology and Soils						
MM GEO-1: To the satisfaction of the City's Geotechnical Engineer, the internal stability of geogrid reinforced Verdura walls shall be addressed by the Verdura wall engineer during the design phase of the project. In particular, the Verdura wall engineer shall specify the details of the Clubhouse Verdura wall geogrid behind the wall in order to provide adequate global stability. The geogrid reinforcement may need to extend a minimum 20 feet behind the wall and it may also be necessary to place reinforcement layers below the toe of wall to enhance the global stability. Actual reinforcement type, spacing and length shall be based on the shear strength characteristics of the backfill materials.	During final engineering and wall construction	City of Rolling Hills Estates Geotechnical Engineer	The City's Geotechnical Engineer shall review wall plans and landscape plans, and shall visit the site during construction to ensure compliance with this requirement.			
MM GEO-2: To the satisfaction of the City's Geotechnical Engineer, detailed evaluation of the proposed retaining walls shall be performed at the design phase of this project.	During final engineering and prior to issuance of a Building Permit	City of Rolling Hills Estates Geotechnical Engineer	The City's Geotechnical Engineer shall review retaining wall plans to ensure compliance with this requirement.			

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MM GEO-3: All development shall comply with the Seismic Hazards Overlay Zone requirements, including measures to reduce potential landslide hazards.	During final engineering and construction	City of Rolling Hills Estates Geotechnical Engineer	The City's Geotechnical Engineer shall ensure that all development complies with Seismic Hazards Overlay Zone requirements and shall review final plans and visit the site during construction to ensure compliance with this requirement.			
Hazards and Hazardous Materials						
MM HAZ-1: Development of the proposed project shall follow all requirements of the State of California, Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR), including but not limited to the requirements of California Public Resources Code (PRC) Sections 3208 and 3240. These requirements include filing a "Construction Site Plan Review Application" with DOGGR and receiving DOGGR approval of project building plans, prior to the City's issuance of a Building Permit. Since the project involves placing residential and/or golf course recreational and open space uses atop and/or near the existing abandoned oil wells, the wells shall be tested for leakage to the satisfaction of DOGGR, and the wells shall be vented and abandoned or re-abandoned to present day standards to the satisfaction of DOGGR.	Prior to the issuance of a Building Permit	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall ensure the applicant files a "Construction Site Plan Review Application" with DOGGR and receives DOGGR approval of the project building plans.			

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Hydrology and Water Quality						
<p>MM HYD-1: Prior to issuance of grading permit(s) for the project site, the applicant shall submit a Stormwater Pollution Prevention Plan (SWPPP), a Wet Weather Erosion Control Plan for construction taking place during the rainy season, and evidence that the applicant has applied for coverage under the NPDES General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities for Public Works and Planning Director review and approval. Each plan shall document and illustrate the proposed Best Management Practices (BMPs) for construction activities that will effectively prevent storm water contaminants from entering the Municipal Separate Storm Sewer System (MS4). BMPs shall be selected from the California Stormwater Quality Association's California Stormwater BMP Handbook—Construction Activity or other reliable equivalent BMP source, subject to Public Works and Planning Director approval. The Public Works and Planning Directors may require additional BMPs as necessary to achieve compliance with future NPDES permits that may be adopted subsequent to the approval of this project. Final SWPPP and BMPs shall be incorporated into project plans and related construction punch lists/checklists.</p>	<p>Prior to the issuance of a grading permit and throughout construction</p>	<p>City of Rolling Hills Estates Public Works Staff and Planning Director</p>	<p>Public Works Staff and Planning Director shall review and approve the SWPPP and WVECP submitted by the applicant.</p> <p>Public Works Staff and Planning Director shall ensure the BMP's comply with the NPDES and future permits.</p>			

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MM HYD-2: Prior to the start of site grading, the applicant shall provide written confirmation to the Public Works and Planning Departments that grading and construction crews will receive on-site training on BMP implementation before beginning work and that the applicant has fully complied with the requirements of the NPDES General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activities, which may include onsite monitoring by a qualified SWPPP practitioner.	Prior to the issuance of a grading permit	City of Rolling Hills Estates Public Works and Planning Staff	Public Works and Planning Staff shall ensure the applicant provides written confirmation that grading and construction crews will receive on-site training on BMP implementation before beginning work.			
MM HYD-3: Prior to issuance of grading permit(s) for the project site, the applicant shall demonstrate to the satisfaction of the Public Works and Planning Departments that the proposed detention basin/golf course water feature has sufficient freeboard to detain a minimum of 11 acre-feet of storm water runoff. Such demonstration shall include, but not be limited to, engineering drawings and calculations. The freeboard margin shall be indicated on final grading and golf course plans, including landscape plans.	Prior to the issuance of a grading permit and during construction	City of Rolling Hills Estates Public Works and Planning Staff	Public Works and Planning Staff shall review project plans to ensure that the proposed detention basin/golf course water feature has sufficient freeboard to detain a minimum of 11 acre-feet of storm water runoff.			

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MM HYD-4: Prior to issuance of grading permit(s) for the project site, the applicant shall demonstrate to the satisfaction of the Public Works and Planning Departments that the proposed construction and grading will attenuate current flows to Project 77 so as not to exceed its capacity until the proposed Water Quality and Detention systems are installed and operable. "Installed and operable" includes, but is not limited to, installation and connection of storm drains and appurtenant structures, and final golf course grading. No disruption of the detention system shall result in the release of more than 242 cfs to the Project 77 storm drain in Pennsylvania Drive.	Prior to the issuance of a grading permit and during construction	City of Rolling Hills Estates Public Works and Planning Staff	Public Works and Planning Staff shall review documentation provided by the applicant that demonstrates that construction and grading will attenuate current flows to Project 77 so as not to exceed its capacity until the proposed Water Quality and Detention systems are installed and operable.			
MM HYD-5: Prior to recordation of the final subdivision map for the project, the applicant shall identify and implement source control and treatment BMPs, to the satisfaction of the Public Works and Planning Departments. BMPs shall be selected from the California Stormwater Quality Association's <i>California Stormwater BMP Handbook—New Development</i> or other reliable equivalent BMP source, subject to Public Works and Planning Director approval.	Prior to the recordation of the final subdivision map	City of Rolling Hills Estates Public Works and Planning Staff	Public Works and Planning Staff shall ensure the applicant identifies and implements source control and treatment BMPs.			

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<p>MM HYD-6: Prior to occupancy of either (1) the proposed clubhouse or (2) the fiftieth residence, the applicant shall prepare a project-specific BMP maintenance manual, including as-built design details, subject to Public Works and Planning Director approval. This manual shall be filed for public access with the City Clerk and shall be distributed to appropriate property management personnel, including the homeowners' association and country club management. The manual may be paper or electronic format, or both, and shall be made available on-line to the public. In regards to the proposed infiltration system, the maintenance manual shall identify the Occupational Safety and Health Administration (OSHA) permits and the hazardous location requirements that must be adhered to during maintenance of the infiltration system.</p>	<p>Prior to occupancy of either (1) the proposed clubhouse or (2) the fiftieth residence</p>	<p>City of Rolling Hills Estates Public Works and Planning Director</p>	<p>Public Works and the Planning Director shall ensure the applicant prepares a project-specific BMP maintenance manual, including as-built design details and files the document with the County Recorder, City Clerk and the property maintenance personnel.</p>			

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<p>MM HYD-7: Prior to recordation of the final subdivision map for the project and to the satisfaction of the Planning Director, Director of Public Works, and City Attorney, the applicant shall propose a system to ensure the ongoing maintenance of BMP's, which include but are not limited to the wet pond, the infiltration system, the flow-by basin, bioswales, permeable pavements, drain inserts, vortex separators, media filters, drain inserts, and all other source and treatment controls BMPs installed onsite. Self-enforcing mechanisms, such as requiring BMP maintenance as part of the development's Codes, Covenants, and Restrictions (CC&Rs), shall not be sufficient. Due to the potential maintenance difficulties posed by the depth of the infiltration pad, the maintenance plan for the infiltration system shall, at a minimum, include post-storm and semi-annual inspections (including monitoring of an inspection well); removal of accumulated trash, debris, sediment, and vegetation from the overall system; and periodic removal of sediment from the drain field.</p>	<p>Prior to recordation of the final subdivision map</p>	<p>City of Rolling Hills Estates Planning Director, Director of Public Works, and City Attorney</p>	<p>The Planning Director, Director of Public Works, and City Attorney shall ensure the applicant prepares a system that provides for the ongoing maintenance of BMP's to the City's satisfaction.</p>			
<p>MM HYD-8: All other requirements of the Rolling Hills Estates Stormwater and Urban Runoff Pollution Control Ordinance shall apply.</p>	<p>Upon receipt of a complete development application, prior to the issuance of a building permit and throughout construction</p>	<p>City of Rolling Hills Estates City Engineer and Public Works Department</p>	<p>Public Works Staff shall ensure that requirements of the Rolling Hills Estates Stormwater and Urban Pollution Control Ordinance are met.</p>			

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Land Use and Planning						
MM LU-1: The project shall include an equestrian trail along Palos Verdes Drive East that is linked to an existing publicly-accessible trail(s) and that minimally extends to the City of Lomita's Cypress Street Reservoir Site. The final design of said trail shall be submitted to the City of Rolling Hills Estates Equestrian Committee for consideration and recommendation to the Rolling Hills Estates City Council, which will have the final approval authority for the trail design.	Prior to final project design approval	City of Rolling Hills Estates Planning Staff	Planning Staff shall ensure the final design of the trail shall be submitted to the City of Rolling Hills Estates Equestrian Committee for consideration and recommendation to the Rolling Hills Estates City Council, for final approval.			
MM LU-2: The project applicant shall submit the appropriate design drawings and elevations of the proposed residential "cottages" to the City for review pursuant to the City's Neighborhood Compatibility Review process (Section 17.62.040 of the RHE Municipal Code).	Prior to project design approval	City of Rolling Hills Estates Planning Staff	Planning Staff shall review design drawings and elevations to ensure consistency with the City's Neighborhood Compatibility review process.			

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Noise						
MM NOI-1: An acoustical analysis shall be required for proposed residential lot #114 to verify that the site has been properly designed to achieve a CNEL of 60 dB or less in the exterior living area(s) and 45 dB or less in the interior living areas. Where the exterior and interior noise levels do not comply with the standards, additional noise attenuation measures shall be incorporated to provide compliance. Typical attenuation measures include increased setbacks from the roadway, noise barriers, adding sound-rated windows and doors to the residential construction, and/or installing air conditioning	Prior to the issuance of a building permit for lot #114	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall review the acoustical analysis for proposed residential lot# 114 to ensure compliance with this requirement.			
MM NOI-2: A wall with a minimum height of 5 feet relative to the pad elevation shall be constructed along the east and south property lines of proposed residential lot #1. The wall shall be a continuous structure, without gaps or gates, and shall be constructed of concrete block.	Prior to the issuance of a Building Permit and during wall construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall review building plans and conduct site visits to ensure compliance with this requirement.			

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<p>MM NOI-3: Gasoline and diesel powered maintenance equipment (e.g., mowers, etc.) shall not be operated within 225 ft. of a residential property between the hours of 5:00 p.m. and 8:00 a.m. on weekdays, between 5:00 p.m. and 9:00 a.m. on Saturdays, or on Sundays or legal holidays. Additionally, leaf blowers, including towed blowers and backpack blowers, shall not be operated onsite between the hours of 5:00 p.m. and 8:00 a.m. on weekdays, between 5:00 p.m. and 9 a.m. on Saturdays, or on Sundays or legal holidays. To demonstrate compliance with these requirements, the Rolling Hills Country Club shall submit a golf course maintenance plan/schedule to the City of Rolling Hills Estates Planning Department for review and approval prior to the issuance of a grading permit for the golf course. Said maintenance plan/schedule shall minimally identify the number and type of maintenance equipment to be used onsite and the time and location of the use of such equipment.</p>	<p>Prior to the issuance of a grading permit for the golf course and throughout the life of the project</p>	<p>City of Rolling Hills Estates Planning Staff.</p>	<p>Planning Staff shall review and approve the Rolling Hills Country Club golf course maintenance plan/schedule to ensure compliance with this requirement.</p>			
<p>MM NOI-4: As maintenance equipment needs to be replaced or new equipment needs to be purchased, the quietest available equipment shall be obtained, provided such equipment is practical for use at the golf course.</p>	<p>When maintenance equipment is replaced or new equipment needs to be purchased</p>	<p>City of Rolling Hills Estates Planning Staff</p>	<p>Planning Staff shall ensure that the Rolling Hills Country Club golf course provides confirmation that any new maintenance equipment meets this requirement.</p>			

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MM NOI-5: Outdoor dining, music and activities shall not be permitted after 10:00 p.m. or before 7:00 a.m.	Throughout the life of the project	The City of Rolling Hills Estates Planning Staff and/or Building and Safety Staff	Planning and/or Building Staff shall investigate any citizen complaints regarding excessive noise problems within 72 hours of receiving the complaint.			
MM NOI-6: All exterior windows and doors at the clubhouse shall be kept closed between 10:00 p.m. and 7:00 a.m.	Throughout the life of the project	The City of Rolling Hills Estates Planning and/or Building and Safety Staff	Planning and/or Building Staff shall investigate any citizen complaints regarding excessive noise problems within 72 hours of receiving the complaint.			
MM NOI-7: Outside public address systems shall have their volumes set at the minimum level necessary for acceptable communications and shall minimally comply with the noise level standards specified in Section 8.32.050 of the City of Rolling Hills Estates Municipal Code.	Throughout the life of the project	The City of Rolling Hills Estates Planning and/or Building and Safety Staff	Planning and/or Building Staff shall investigate any citizen complaints regarding excessive noise problems within 72 hours of receiving the complaint.			

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MM NOI-8: An acoustical analysis shall be required for the proposed pump stations to verify that they have been properly designed to achieve a noise level of 45 dBA or less at the property lines of the nearest existing and proposed residences. Where pump station noise levels do not comply with the standards, additional mitigation measures shall be incorporated to provide compliance. Typical mitigation measures include selecting quieter equipment, improving the design of the pump houses, adding acoustical louvers, and/or installing sound absorptive panels inside the pump houses.	Prior to the installation of the proposed pump stations	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall review said acoustical analysis to ensure compliance with this requirement.			
MM NOI-9: Once mechanical designs for the project have been prepared, analyses shall be performed by a qualified acoustical consultant to verify that the overall noise levels generated by the mechanical equipment (e.g., air conditioners, heat pumps, refrigeration equipment, etc.) comply with the City of Rolling Hills Estates noise standards. Where mechanical noise levels do not comply with the standards, additional mitigation measures shall be incorporated to provide compliance. Typical mitigation measures include selecting quieter equipment, adding or upgrading silencers, improving the design of mechanical penthouses, raising the height of rooftop parapet walls, and/or installing screen walls around individual equipment items.	Prior to issuance of a building permit	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall review said acoustical analysis to ensure compliance with this requirement.			

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MM NOI-10: Truck deliveries shall not occur, and delivery trucks shall not be permitted on site, during the nighttime hours of 10:00 pm to 7:00 am.	Throughout the life of the project	The City of Rolling Hills Estates Planning and/or Building and Safety Staff	Planning and/or Building Staff shall investigate any citizen complaints regarding excessive noise problems associated with truck deliveries during nighttime hours, within 72 hours of receiving the complaint.			
MM NOI-11: Cobbled pavers, other raised or irregular pavement patterns, and speed bumps shall not be used.	Prior to project design approval and throughout the life of the project	The City of Rolling Hills Estates Public Works	Public Works Staff shall review project design plans to ensure compliance with this requirement.			
MM NOI-12: Trash pickups at the project site shall not occur during the nighttime hours of 8:00 pm to 8:00 am.	Throughout the life of the project	City of Rolling Hills Estates Planning and/or Building and Safety Staff	Planning and/or Building Staff shall investigate any citizen complaints regarding excessive noise problems associated with trash pickups occurring during the nighttime hours as specified within 72 hours of receiving the complaint.			

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MM NOI-13: Construction activities shall be scheduled only between 7:30 a.m. and 5 p.m. on weekdays, and between 9 a.m. and 5 p.m. on Saturdays. No construction shall be permitted on Sundays or legal holidays.	Throughout construction	City of Rolling Hills Estates Planning and/or Building and Safety Staff	Planning and/or Building Staff shall consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM NOI-14: A construction schedule shall be developed that minimizes potential cumulative construction noise impacts and accommodates particularly noise-sensitive periods for nearby land uses.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall review the construction schedule, periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM NOI-15: Where feasible, temporary solid noise barriers or berms shall be constructed between the noise source and sensitive receptors to reduce off-site propagation of construction noise.	During final engineering and construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall consult with construction representatives to determine the location of temporary solid noise barriers to ensure compliance with this requirement.			

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MM NOI-16: Internal combustion engines used for construction purposes shall be equipped with a properly operating muffler of a type recommended by the manufacturer. Impact tools shall be shielded per manufacturer's specifications.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building Staff shall consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM NOI-17: Noisy construction equipment items shall be located as far as practicable from the surrounding residential properties.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall coordinate with construction representatives to ensure that noisy construction equipment is located away from the surrounding properties.			
MM NOI-18: In order to minimize the time during which any single noise-sensitive receptor is exposed to construction noise, construction shall be completed as rapidly as possible.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building Staff shall consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM NOI-19: The quietest construction equipment owned by the contractor shall be used. The use of electric powered equipment is typically quieter than diesel, and hydraulic powered equipment is quieter than pneumatic power. If compressors powered by diesel or gasoline engines are to be used, they shall be contained or have baffles to help abate noise levels.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall consult with construction representatives to ensure the quietest construction equipment is used.			

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MM NOI-20: All construction equipment shall be properly maintained. Poor maintenance of equipment typically causes excessive noise levels.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall consult with construction representatives to ensure all construction equipment is properly maintained.			
MM NOI-21: Noisy equipment shall be operated only when necessary, and shall be switched off when not in use.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			
MM NOI-22: Storage areas shall be located away from sensitive receptors. Where this is not possible, the storage of waste materials, earth, and other supplies shall be positioned in a manner that will function as a noise barrier to the closest sensitive receivers.	Throughout construction	City of Rolling Hills Estates Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM NOI-23: Public notice shall be given prior to construction identifying the location and dates of construction, the name and phone number of the contractor's contact person in case of complaints, and the name and phone number of a contact person at the City of Rolling Hills Estates in case of complaints. The public notice shall encourage the residents to call the contractor's contact person and/or the City's contact person rather than the police in case of complaint. Residents shall also be kept informed of any changes to the schedule. The contractor's designated contact person shall be on site throughout project construction with a mobile phone. If a complaint is received, the contractor's contact person and/or the City's contact person shall take whatever reasonable steps are necessary to resolve the complaint. If possible, a member of the contractor's team shall also travel to the complainant's location to understand the nature of the disturbance.	Prior to construction	City of Rolling Hills Estates assigned contact person	The City's contact person shall coordinate with the contractor's contact person to resolve any complaints.			
Public Services						
MM PS-1: The City of Rolling Hills Estates shall not approve the project's Final Tract Map before the Los Angeles County Fire Department recommends approval of the project.	Prior to Final Tract Map approval	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer shall ensure the Los Angeles County Fire Department has reviewed and approved the Final Tract Map.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-2: Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.	During final project design approval	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	To ensure compliance with this requirement, the City Engineer shall ensure the Los Angeles County Fire Department reviews and approves the final project design plans.			
MM PS-3: Fire Department access shall be extended to within 150 feet distance of any exterior portion of all structures.	During final project design approval	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	To ensure compliance with this requirement, the City Engineer shall ensure the Los Angeles County Fire Department reviews and approves the final project design plans.			
MM PS-4: Where driveways extend further than 150 feet and are of single access design, turnarounds suitable for fire protection equipment use shall be provided and shown on the final map. Turnarounds shall be designed, constructed, and maintained to insure their integrity for Fire Department use. Where topography dictates, turnarounds shall be provided for driveways that extend over 150 feet in length.	During final project design approval	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	To ensure compliance with this requirement, the City Engineer shall ensure the Los Angeles County Fire Department reviews and approves the final project design plans.			
MM PS-5: Private driveways shall be indicated on the final map as "Private Driveway and Fire lane" with the widths clearly depicted and shall be maintained in accordance with the Fire Code. All required fire hydrants shall be installed, tested, and accepted prior to construction.	During Final Tract Map and prior to construction	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	To ensure compliance with this requirement, the City Engineer shall ensure the Los Angeles County Fire Department reviews and approves the final project design plans.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-6: Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.	Prior to and throughout construction	City of Rolling Hills Estates City Engineer, the Los Angeles County Fire Department and Building and Safety Staff	Building and Safety Staff shall periodically consult with construction representatives and conduct periodic construction site visits to ensure compliance with this requirement. The Los Angeles County Fire Department shall test fire hydrants to ensure compliance with this requirement.			
MM PS-7: Provide Fire Department or City approved street signs and building access numbers prior to occupancy.	Prior to Certificate of Occupancy for the proposed clubhouse or any residential units	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	Planning Staff and the Los Angeles County Fire Department shall approve sign plans to ensure compliance with this requirement.			
MM PS-8: The project shall comply with all the water system requirements identified by the Los Angeles County Fire Department. The City shall not issue a certificate of occupancy for the proposed clubhouse or any residential units until such compliance is verified.	Prior to Certificate of Occupancy for the proposed clubhouse or any residential units	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The Los Angeles County Fire Department shall verify compliance with the water system prior to certificate of occupancy for the proposed clubhouse or any residential units.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-9: Every building constructed shall be accessible to Fire Department apparatus by way of access roadways, with an approved all weather surface of not less than the prescribed width, unobstructed, clear to sky. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building. The applicant shall provide the City and the Fire Department with an exhibit of the clubhouse and surrounding structures that clearly shows the required access and dimensions.	Prior to Certificate of Occupancy	The Los Angeles County Fire Department and the City Engineer	The Los Angeles County Fire Department and City Engineer shall review the exhibit showing the required access and dimensions to ensure compliance with this requirement.			
MM PS-10: Bridge—When a bridge is required to be used as part of a fire access road it shall be constructed and maintained in accordance with nationally recognized standards and designed for a live load sufficient to carry a minimum of 75,000 pounds. All water crossing designs are required to be certified by a licensed civil engineer to meet or exceed the current standards. See 2007 California Fire Code (CFC) 503.2.6 for additional information. The cross section for the proposed bridge shows 18 feet width for each direction of travel. The bridge shall provide 20 feet minimum travel width in each direction of travel. The cross section shall be corrected to show 20 feet of travel width for each direction of travel and shall be submitted to the City and the Fire Department prior to approval of the Final Tract Map.	Prior to approval of the Final Tract Map and if necessary during bridge construction	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the Final Tract Map to ensure compliance with this requirement.			

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**City of Rolling Hills Estates
Chandler Ranch/Rolling Hills Country Club Project
Mitigation Monitoring Program**

Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-11: Turning radii shall not be less than 32 feet for all turns associated with Fire Department access. This measurement shall be determined at the centerline of the road. The Final Tract Map shall clearly depict the required 32-foot on centerline turning radius for all turns associated with Fire Department access. This includes all the proposed cul-de-sac designs.	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the Final Tract Map to ensure compliance with this requirement.			
MM PS-12: Prior to approval of the Final Tract Map and to the satisfaction of the City and the Fire Department, the applicant shall clarify the raised median design feature east of the proposed bridge.	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The applicant shall provide documentation clarifying the raised median design feature of the proposed bridge to the satisfaction of the City Engineer and the Los Angeles County Fire Department			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
<p>MM PS-13: Streets or driveways within the development shall be provided with the following:</p> <ul style="list-style-type: none"> ▪ Provide 36 feet in width on all streets where parking is allowed on both sides. ▪ Provide 34 feet in width on cul-de-sacs up to 700 feet in length. This allows parking on both sides of the street. ▪ Provide 36 feet in width on cul-de-sacs from 701-1,000 feet in length. This allows parking on both sides of the street. ▪ For streets or driveways with parking restrictions: The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING FIRE LANE" in three inch high letters. Driveway labeling is necessary to ensure access for Fire Department use. ▪ Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. 	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the design plans to ensure compliance with this requirement.			
<p>MM PS-14: Traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to the Fire Department for review and approval, prior to approval of the Final Tract Map.</p>	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the design plans to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-15: Street "C" is of a cul-de-sac design and is approximately 950 feet in length. Street "C" shall provide 36 feet in width.	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the design plans to ensure compliance with this requirement.			
MM PS-16: Prior to approval of the Final Tract Map, the applicant shall provide a cross section for each proposed "motor court" and cul-de-sac" design with a raised median to the City and the Fire Department for review and approval.	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the design plans to ensure compliance with this requirement.			
MM PS-17: Prior to approval of the Final Tract Map, the applicant shall submit the site plan (four copies) and architectural elevations (one set) for the proposed clubhouse and all associated structures to the Fire Department for review and approval. Said plans shall show the type of construction, occupancy classification, square footage of proposed structure per floor, and number of floors. Fire Department vehicular access shall be cross-hatched or shaded.	Prior to approval of the Final Tract Map	City of Rolling Hills Estates City Engineer and the Los Angeles County Fire Department	The City Engineer and the Los Angeles County Fire Department shall review and approve the design plans to ensure compliance with this requirement.			
MM PS-18: Prior to issuance of a building permit, the applicant shall pay the established school fee rate for new residential construction.	Prior to issuance of a Building Permit	City of Rolling Hills Estates Planning Staff	Planning Staff shall coordinate with the School District to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM PS-19: Prior to issuance of a building permit, the applicant shall pay the library facilities fee rate for new residential construction established in the City of Rolling Hills Estates' Public Facilities Impact Fee Report (City of Rolling Hills Estates, 2008) and any corresponding City ordinance.	Prior to issuance of a Building Permit	City of Rolling Hills Planning Staff	Planning Staff shall ensure compliance with the Rolling Hills Estates' Public Facilities Impact Fee.			
Recreation and Open Space						
MM REC-1: To ensure the recreational value of the proposed private park space meets the City's satisfaction, and prior to the issuance of a Certificate of Occupancy, the development and improvement of Neighborhood Parks 1 and 2 and Parkette/overlook lots 1-3 shall be subject to the review and approval of the Rolling Hills Estates Park and Activities Commission.	Prior to Certificate of Occupancy	City of Rolling Hills Estates Planning Staff	Planning Staff shall ensure the Rolling Hills Estates Park and Activities Commission review and approve the development and improvement of Neighborhood Parks 1 and 2 and Parkette/overlook lots 1-3.			
Transportation and Circulation						
MM TRAF-1: The project proponent shall be responsible for a fair share of the following improvement at the intersection of PCH/Crenshaw Boulevard: install right-turn overlap phasing for the northbound right turn movement on Crenshaw Boulevard to allow vehicles turning right onto eastbound PCH to go concurrently with the westbound left turn movement on PCH. To eliminate conflicts, also install "No U-Turn" signs for the westbound left turn movement on PCH.	Prior Certificate of Occupancy	City of Rolling Hills Estates Public Works Department	The Public Works Department shall ensure the payment of this fee.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM TRAF-2: The project proponent shall be 100% responsible for the following improvement at the intersection of PCH/Narbonne Avenue: stripe in a second northbound left turn lane on Narbonne Avenue. The City shall not issue a Certificate of Occupancy for the 50th residential unit on the project site until this improvement has been installed.	Prior to Certificate of Occupancy for the 50th residential unit	City of Rolling Hills Estates City Engineer	The City Engineer shall review and approve the design plans for street section improvements to ensure compliance with this requirement. The City Engineer shall ensure the improvement has been installed.			
MM TRAF-3: The project proponent shall be 100% responsible for the following improvement at the intersection of PV Drive East/"A" Street: to assist drivers in making a left turn when exiting the site, a two-way-left-turn lane shall be striped on PV Drive East between "A" Street and Bridlewood Circle, providing a small refuge before merging into the northbound lane. This improvement shall be made to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy for any building onsite, including the clubhouse. Additionally, to the satisfaction of the City Engineer, the project's final tract map shall dedicate any additional right-of-way needed for this improvement.	Prior to Certificate of Occupancy for any building onsite, including the clubhouse	City of Rolling Hills Estates City Engineer	The City Engineer shall review and approve the design plans for street section improvements to ensure compliance with this requirement. The City Engineer shall ensure the improvement has been installed.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM TRAF-4: The project proponent shall be 100% responsible for the following improvement at the intersection of PV Drive East/Club View Lane: to assist drivers in making an eastbound left turn from Club View Lane onto northbound PV Drive East, modify the existing painted median on the north leg of the intersection to provide an acceleration/merge lane. The purpose of the current painted median is to mirror the northbound left turn lane on PV Drive East at Club View Lane. Since the roadway narrows to the north, additional right-of-way may need to be dedicated from the project site. This improvement shall be made to the satisfaction of the City Engineer prior to the issuance of a Certificate of Occupancy for the 25th residential unit on the project site. Additionally, to the satisfaction of the City Engineer, the project's final tract map shall dedicate any additional right-of-way needed for this improvement.	Prior to Certificate of Occupancy for the 25th residential unit on the project site	City of Rolling Hills Estates City Engineer	The City Engineer shall review and approve the design plans for street improvements to ensure compliance with this requirement. The City Engineer shall ensure the improvement has been installed.			
MM TRAF-5: The project proponent shall be responsible for a fair share of the following improvement at the intersection of PV Drive North/Hawthorne Boulevard: Construct a second westbound through lane on PV Drive North to provide additional capacity for the westbound through movement.	Prior to Certificate of Occupancy	City of Rolling Hills Estates Public Works Department	The Public Works Department shall ensure the payment of this fee.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM TRAF-6: The project proponent shall be responsible for a fair share of the following improvement at the intersection of PV Drive North/Crenshaw Boulevard: Convert the northbound through lane on Crenshaw Boulevard to a shared through and right turn lane, providing additional right-turning capacity.	Prior to Certificate of Occupancy	City of Rolling Hills Estates Public Works Department	The Public Works Department shall ensure the payment of this fee.			
MM TRAF-7: The project proponent shall be responsible for a fair share of the following improvement at the intersection of PV Drive North/Rolling Hills Road: Convert the eastbound right turn lane into a shared through and right turn lane, to provide additional capacity for the eastbound through movement.	Prior to Certificate of Occupancy	City of Rolling Hills Estates Public Works Department	The Public Works Department shall ensure the payment of this fee.			
MM TRAF-8: The project proponent shall be responsible for a fair share of the following improvement at the intersection of PV Drive North/Dapplegray School Road: Widen the road to provide a second eastbound through lane on PV Drive North, to provide additional capacity for the eastbound movement. This would be a localized improvement that would not generally extend beyond the intersection, but would merge back to one through lane east of the intersection.	Prior to Certificate of Occupancy	City of Rolling Hills Estates Public Works Department	The Public Works Department shall ensure the payment of this fee.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
MM TRAF-9: The one proposed intersection located on the “inside” of a curve, where “F” Street intersects “D” Street, shall be reviewed by the City Traffic Engineer when the final plans are prepared to ensure proper sight distance. The City shall not approve the project’s final tract map before the City Traffic Engineer reviews and approves this intersection design.	Prior to Final Tract Map approval	City of Rolling Hills Estates City Traffic Engineer	The City Traffic Engineer shall review and approve the final intersection design plans prior to approval of the Final Tract Map to ensure compliance with this requirement.			
MM TRAF-10: The intersection of “A” Street with “B” Street and “C” Street shall be adjusted to form a right-angle intersection, eliminating the skew shown on current plans. The City shall not approve the project’s final tract map before the City Traffic Engineer reviews and approves this intersection design.	Prior to Final Tract Map approval	City of Rolling Hills Estates City Traffic Engineer	The City Traffic Engineer shall review and approve the final design plans for street improvements prior to approval of the Final Tract Map to ensure compliance with this requirement.			
MM TRAF-11: The proposed roundabout shall meet minimum design standards. The City shall not approve the project’s final tract map before the City Traffic Engineer reviews and approves the proposed roundabout.	Prior to Final Tract map approval	City of Rolling Hills Estates City Traffic Engineer	The City Traffic Engineer shall review and approve the final design plans for street improvements prior to approval of the Final Tract Map to ensure compliance with this requirement.			

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City of Rolling Hills Estates Chandler Ranch/Rolling Hills Country Club Project Mitigation Monitoring Program						
Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
Utilities and Service Systems						
<p>MM USS-1: To the satisfaction of the City of Rolling Hills Estates Public Works Department, the applicant shall prepare and implement a Construction and Demolition Materials Management Plan. The City of Rolling Hills Estates shall not issue a Demolition or Grading Permit for the project until it has reviewed and approved such a plan. The project's Construction and Demolition Materials Management Plan shall minimally:</p> <ul style="list-style-type: none"> ▪ Identify the disposal/recycling strategy for all demolished materials (buildings and hardscape) and waste materials from new construction and alterations/additions; and ▪ Identify how the California Integrated Waste Management Act 50% diversion rate requirement will be met for project demolition and construction. 	Prior to issuance of demolition and grading permit	City of Rolling Hills Estates Public Works Department	Public Works Department shall review Construction and Demolition Materials Management Plan to ensure compliance with this requirement.			

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**EXHIBIT B
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ATTACHMENT 2

MINUTES EXCERPT

REGULAR PLANNING COMMISSION MEETING

JANUARY 31, 2011

8. PUBLIC HEARINGS

- A. PLANNING APPLICATION NO. 29-07; APPLICANT: MICHAEL COPE, CHANDLER RANCH PROPERTIES, LLC; LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST. A VESTING TENTATIVE TRACT MAP, GENERAL PLAN AMENDMENTS, ZONE CHANGES, ZONE TEXT AMENDMENT, GRADING PLAN, DEVELOPMENT AGREEMENT, CONDITIONAL USE PERMITS, NEIGHBORHOOD COMPATIBILITY DETERMINATION, AN ANNEXATION/DEANNEXATION, AND AN ENVIRONMENTAL IMPACT REPORT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE DEVELOPMENT OF A 114 HOME SINGLE FAMILY SUBDIVISION, A RECONFIGURED/RELOCATED 18-HOLE GOLF COURSE, AND A NEW CLUBHOUSE COMPLEX ON THE SITE OF THE EXISTING CHANDLER SAND AND GRAVEL AND ROLLING HILLS COUNTRY CLUB FACILITIES.

Principal Planner Cutler gave a brief Staff Report, as per written material, and recommended continuing the Public Hearing until Monday, March 21, 2011.

Planning Director Wahba advised the Commissioners that Staff is looking for direction so that the resolutions can be presented at the March 21, 2011, hearing.

Mike Cope (Project Manager representing the Chandler family) came forward and confirmed that the Club will provide a pedestrian trail and is currently resolving the ongoing drainage problem on Vista Real Drive that occurs after extensive rains. Professor Lippo at California State University, Long Beach, has laid out his initial thoughts on how to approach the ground penetrating radar process and is trying to hone in the program by doing more research of existing plans and old information.

COMMISSIONER BAYER asked for an update on talks with the Horseman's Association, and Mr. Cope suggested that Dale Allen come forward to address that, as Mr. Allen is reviewing various opportunities for the equestrian community in the city, and both sides feel they should be in a position to compete this effort and fully update the Commission at the March 21, 2011, meeting.

COMMISSIONER BAYER then asked about pedestrian traffic within the community and discussion about regular sidewalks versus gravel walkway. Mr. Cope responded that in the civil engineering drawings street sections, in combination with the bioswale detail the applicant is showing pedestrian trails. The trail exhibit will specifically show the locations, and Mr. Cope's proposal would be decomposed granite. COMMISSIONER

BAYER then added that there should be some designated pathway or area where cars can't park.

Planning Director Wahba asked whether it would be 5-foot wide DG, and Mr. Cope responded that he would have to check.

John Taber (37 Harbor Sight Drive) came forward and commented that he is very pleased that the project is going ahead, but asked that the City take advantage of this opportunity to give some attention to the traffic problem on Palos Verdes Drive East. There was a public right-of-way originally that allowed for straightening out the curve north into Lomita, but five years ago City Council voted to sell that right-of-way to Chandlers. Once this project goes ahead we will have no other opportunity to look at this. This is an accident prone situation where that sharp turn occurs, goes down through a four-lane highway in Lomita into a two-lane highway in Rolling Hills Estates at a very sharp bend where both of those take place. Safety and beauty are both concerns. The City will not get the beauty it is promised if that sharp bend is left there. It would also be nice to find a way to solve the problem of looking at the apartment buildings in Lomita.

CHAIRMAN SCOTT commented that while it is not a perfect traffic calming measure, both the City of Lomita and the City of Rolling Hills Estates agreed that straightening of that road would lead to higher speeds and it is undesirable. Mr. Taber responded that there are other ways to control speed.

CHAIRMAN SCOTT then added that if it were straighter we would have a larger speed problem and still have a four-lane to two-lane issue. Those with policy perspective have looked at this before the transaction was looked into and didn't think the City was in a position to go any further with that.

Planning Director Wahba added that the entrance to the project also serves as another traffic calming intersection, and with the landscaping it will transform the look of PVDE and the main entrance. CHAIRMAN SCOTT recommended some signage in Lomita as it comes to an abrupt corner.

COMMISSIONER REIN commented that Mr. Taber's composition is insightful, but one of the big problems with the proposed changing of the road is the cost because it's a significant amount of land to move to get rid of those curves, being up against some very large banks. Most of the traffic problem is in Lomita and can't be solved. This will not have an adverse impact on the project itself.

Erik Zandvliet (Traffic Engineer) came forward and advised that the cost to straighten out the road would easily be over \$2 million.

COMMISSIONER REIN then added that traffic improvements have to be driven by rational reason and asked for accidents on record. Planning Director Wahba added that the large trucks and cement trucks that navigate that road will no longer be using that access. CHAIRMAN SCOTT further suggested minimizing the problem by grading down the hump in the middle of the curve. COMMISSIONER REIN suggested that it be looked at between now and the next meeting.

Mr. Zandvliet stated that when the City took a look at it, it was felt that the City could definitely work with Lomita within the right-of-way to reshape the street so that it's a safer curve. The City doesn't want to encourage people to go faster but can make it safer and bring it up to current standards. However, it is not the responsibility of this project's developer. Mr. Taber responded that he just doesn't want it to be locked in and not be able to change it later.

CHAIRMAN SCOTT asked if that could be mitigated within the existing right-of-way, and Mr. Zandvliet responded that it doesn't come up as being of high accident locations but does feel it is dangerous.

COMMISSIONER BAYER summarized that the Commission has had many meetings on this project, and there has been a lot of input. The horsekeeping and sidewalks are a concern, and the style of homes and size of homes are a concern. The homes should be kept within 5,000 square feet or less to avoid mansionizing the city. Planning Director Wahba responded that was one of Staff's concerns, as well, and there is a good chance that the ultimate design of the homes may change and further Neighborhood Compatibility review will be needed..

COMMISSIONER BAYER added that there was a lot of concern before about the amount of digging and earth removal, but given the contours of that area and topography, it is no longer a concern. Planning Director Wahba added that the applicant spent a lot of time studying how to terrace the properties and to keep view preservation.

COMMISSIONER HUFF summarized that the applicant has made a real effort to address most of the issues, and she feels comfortable with the project.

CHAIRMAN SCOTT summarized that he is gratified that the developer has addressed the issues he has and asked about the dirt banking behind the offices. Mr. Cope responded that it is stockpile material being processed and stockpiled and will all be moved into the pit soon.

COMMISSIONER BAYER moved, seconded by COMMISSIONER HUFF,

TO CONTINUE THE PUBLIC HEARING UNTIL MONDAY, MARCH 21, 2011.

AYES: Huff, Rein, Bayer, Chairman Scott
NOES: None
ABSTAIN: None
ABSENT: Conway, Southwell

Planning Director Wahba explained that the public hearing is continued to March 21, 2011. *Note that the public hearing has been continued to April 4, 2011 as there is not a scheduled Planning Commission meeting on March 21, 2011.*

ATTACHMENT 3

Chandler Ranch Properties, LLC
26311 Palos Verdes Drive East
Rolling Hills Estates, California 90274
310-784-2900 (Office)
310-326-5810 (Fax)

Via Hand Delivery

March 30, 2011

Niki Cutler
Senior Planner
City of Rolling Hills Estates
Rolling Hills Estates, California 90274

Re: Chandler/Rolling Hills Country Club Master Plan

Dear Niki,

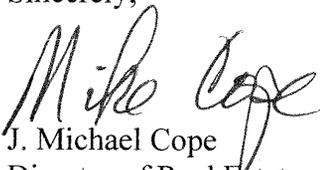
Attached is a section of a typical private street in the project that shows the sidewalk at a four width. Also attached is plan that shows the proposed location of sidewalk areas throughout the project. You will recall that the Project applicants have agreed to provide a pedestrian sidewalk connection from the southwest portion of the residential neighborhood into the 28 acre Chandler Preserve. This pedestrian access will be detailed as a part of the final golf course and landscape plans that are to be approved by the City.

The Project applicants have continued to meet with representatives of the Palos Verdes Peninsula Horsemen's Association and the equestrian community. Further updates on these efforts will be provided at the meeting on 4/4/11.

We look forward to a decision by the Planning Commission on our requested entitlements at their 4/4/11 meeting.

Please call with any questions or if you need anything further.

Sincerely,


J. Michael Cope
Director of Real Estate



LEGEND

— Proposed 4' Trail



PREPARED FOR:

Chandler's Sand & Gravel
24111 Pines Village Drive
Rolling Hills, CA 90274

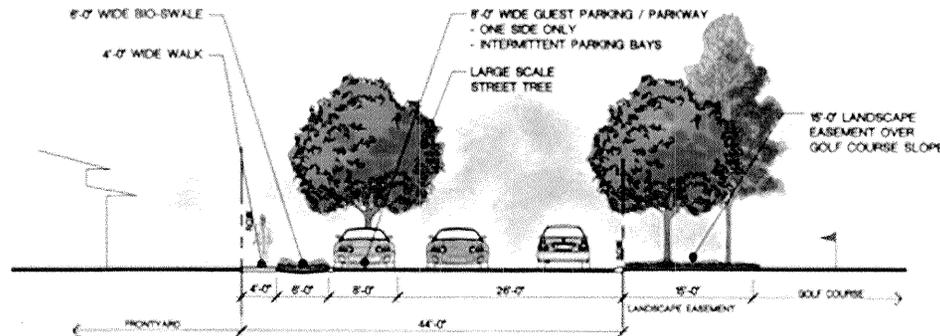
PREPARED BY:



**Tentative Tract No. 61287
PEDESTRIAN TRAIL SYSTEM**



Community Site Sections / Streetscene and Edge Conditions



SECTION / PLAN VIEW AA
'A' STREET FROM ENTRY ROUNDABOUT TO 'G' STREET

ATTACHMENT 4

3/24/11

Dear Members of The Planning Commission:

The hallmarks of our community has long-been the horse trails and equestrian activities which perpetuate the feeling of country living in Rolling Hills Estates.

The Commission would be amiss not to include horse trails in the Chandler Ranch Subdivision under consideration now!

Sincerely

Dr + Mrs J.R. Freebairn

MAR 20 2011

CITY OF ROLLING HILLS ESTATES

Dr. J.R. FREEBAIRN
9 Silverbit Ln.
Rolling Hills Est.
California 90274

DailyBreeze.com
LAX TO L.A. HERODOTUS

Rolling Hills Estates planning commission approves Chandler Ranch project

By Melissa Pamer Staff Writer

Posted: 04/06/2011 07:20:20 AM PDT

Updated: 04/06/2011 07:20:30 AM PDT

A long-discussed development that would transform a deep, dusty quarry at the entrance to Rolling Hills Estates into 114 luxury homes and a new golf course has won preliminary approval.

The Planning Commission voted 4-1 Monday night to move the project forward to the City Council, which is set to weigh the plans later this month.

First brought up some decades ago, the concept of replacing Chandler's Palos Verdes Sand and Gravel Co. facility - now a landfill for inert construction waste - with a residential subdivision has come and gone over the years.

Known as Chandler Ranch, the current 228-acre proposal is a joint effort of the owners of Chandler's and the adjacent Rolling Hills Country Club, which would get a new, larger clubhouse and longer, Arnold Palmer-style golf course out of the deal.

"After about eight years now working on this, it's a very positive event to get out of planning and get our project in front of the City Council," said Greg Sullivan, general manager of the country club.

The project would replace an eyesore that brings trucks to and from a major intersection on the northeast side of the Palos Verdes Peninsula. It would be the largest residential development

constructed in years.

This iteration of the plan for the property has generated heat from the equestrian community because backers requested exemption from zoning that requires horse facilities for homeowners, and because the proposal failed

to complete a horse trail imagined under the city's General Plan.

But Dale Allen, president of the Palos Verdes Peninsula Horsemen's Association, had for months been in negotiations toward a deal with representatives of Chandler's and the country club. On Monday, Allen said he intended to give a "shopping list" to the council on what kinds of equestrian projects could be built as mitigation for the new development.

The project's backers have agreed to donate \$1 million to the city for new equestrian facilities. That would be matched by another \$1 million designated specifically for horse-related projects, to come out of a parks fee that the developer is required to pay to the city.

Allen was reluctant to talk specifically about what projects the group would support, though he mentioned all-weather trails and upgrades to Dapplegray and Ernie Howlett parks.

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Chandler Ranch project manager Mike Cope said the country club and Chandler's did not have an opinion of what facilities should be built.

"We're just the bank," Cope said.

The council still must approve an addition to the development agreement that would solidify the deal, and the panel would need to vote later on plans for any new horse facilities.

Several equestrians said Monday that the deal failed to meet their approval, and would detract from the "rural" aesthetic of horse-friendly Rolling Hills Estates.

"I don't believe Dale speaks for the entire equestrian community," said Scott Wildman, a local resident. "I kind of see that as blankets, beads and whiskey trade for your land."

There was a full house at Monday's meeting, but few spoke on the project - a fact Wildman noted with disappointment after the vote.

The approved project would include a 1-mile trail along Palos Verdes Drive East to the new water reservoir in Lomita, where Cope said the developers would be willing to construct a resting spot for riders to tie up their horses.

The project would also require that 115 acres - the area where the new country club and golf course would go - remain within the city's "horse overlay" designation. That would mean any future residential development on the property, were the country club to go out of business, would need city permission to exclude horse facilities.

Of the seven-member Planning Commission, new member Velveth Schmitz abstained, Britt Huff was absent, and Carl Southwell voted against the project without saying why.

The majority recommended the council consider adding sidewalks to a portion of the project that

would not have them.

Chandler Ranch is set to go before the City Council on April 26.

melissa.pamer@dailybreeze.com

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RHE planning commission OKs Chandler Ranch

By Jeremiah Dobruck, Peninsula News
Thursday, April 7, 2011 10:43 AM PDT

Two million dollars of horse improvements in the deal remain undefined.

RHE — Chandler Ranch cleared another hurdle Monday night when the Rolling Hills Estates planning commission recommended approval of the 228-acre residential development that includes a golf course.

The commission voted 4-1 to approve the project that includes an expansion of the Rolling Hill County Club and 114 homes that will cover the Chandler Sand and Gravel Facility on Palos Verdes Drive East at the entrance to RHE.

The plans will now go to the City Council on April 26.

The City Council will decide the final fate of the project and hear a list of \$2 million of equestrian improvements that are part of the deal but have not been firmly defined so far.

The project previously stalled at the Planning Commission when equestrian proponents objected. They took issue with RHE removing a zoning overlay that required homes built in that area to be suitable for horsekeeping.

Mike Cope, Chandler's project manager, has repeatedly stated the development would not be financially viable if they are required to build fewer homes on bigger lots as required by the horse zoning.

Between Monday and the last Planning Commission meeting on this subject in January, Chandler met with the Palos Verdes Peninsula Horsemen's Association to work out a deal for the horse community.

In trade for \$2 million of improvements — \$1 million from Chandler and \$1 million matched by RHE from fees Chandler is paying — the horse overlay will be removed from the residential development, and Chandler will not be required to complete a trail cutting through the golf course that would have been required.

Community feedback is being funneled to Dale Allen, president of the PVPHA, who has gathered a team with Chandler to work out a budget and plan for improvements.

Allen was hesitant to give specifics Monday but said the team is working to create a final budget and list of projects for the City Council.

"We'll be giving a shopping list to the City Council of what we like and what we don't want this money to be spent on," he said. "We just don't have the final shopping list."

Allen previously asked for community input and said he hasn't received much. But the list has changed somewhat to include the desire for more all-weather trails.

Some public speakers questioned whether the City Council should take the PVPHA's list of projects when considering the deal.

"I don't believe Dale speaks for the entire equestrian community," RHE resident Scott Wildman said. "I see that as kind of a blankets, beads and whiskey in trade for your land."

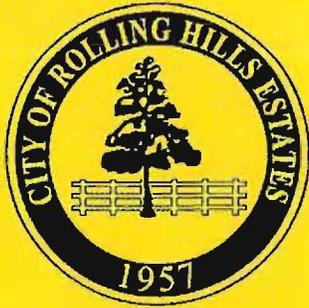
Most commissioners discussed the project in terms of minor tweaks. They voted to add sidewalks to the main roads in the development and require the private streets in the project ban overnight parking like the rest of RHE.

Commissioner Carl Southwell, the only dissenting vote, however, opposed the issue on a larger scale.

He did not discuss the development or motion to approve it but said after the vote, "I just don't think the project is consistent with the general plan at all."

Commissioner Britt Huff was absent from the meeting, and Commissioner Velveth Schmitz abstained saying she was not comfortable voting on the issue because this was her first meeting sitting on the commission.

jdobruck@pvnews.com



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PLANNING, BUILDING AND
CODE ENFORCEMENT

CITY OF ROLLING HILLS ESTATES

4045 Palos Verdes Drive North

Rolling Hills Estates, CA 90274

Telephone-(310) 377-1577

Fax-(310) 377-4468

www.RollingHillsEstatesCa.gov

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Rolling Hills Estates will hold a public hearing in the City Hall Council Chambers, 4045 Palos Verdes Drive North, to consider the following:

TITLE: PA-29-07 Chandler Ranch Subdivision/Rolling Hills Country Club

ADDRESS 26311 and 27000 Palos Verdes Drive East

APPLICANT: Michael Cope, Chandler Ranch Properties, LLC

DATE/TIME: May 2, 2011, 7:30 p.m.

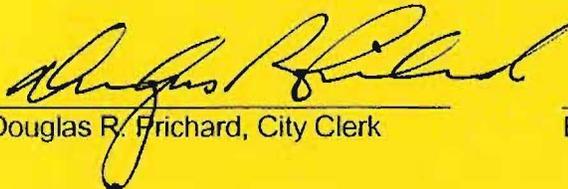
DESCRIPTION: To consider a development agreement between the City of Rolling Hills Estates and the Chandler Ranch Subdivision/Rolling Hills Country Club.

Any and all persons interested are invited to participate.

Information on this project will be available by Friday, April 29th on the City's website linked to the Planning Commission meeting agenda.

Questions should be directed to Niki Cutler, Principal Planner, at (310) 377-1577, extension 115 or via email to NikiC@RollingHillsEstatesCa.Gov. Any comments regarding this project should be submitted before the scheduled meeting to the Planning Department at City Hall, 4045 Palos Verdes Drive North, between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday and 7:30 a.m. through 4:30 p.m. on Friday.

If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the Planning Commission (or City Council) at, or prior to, the Public Hearing.



Douglas R. Frichard, City Clerk

Date 4/18/11



PLANNING COMMISSION AGENDA

May 2, 2011, 7:30 pm

Regular Meeting

Reports and documents relating to each agenda item are on file available for public inspection on our website.

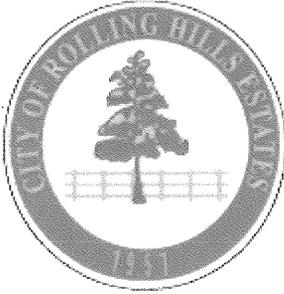
1. CALL MEETING TO ORDER.
2. SALUTE TO THE FLAG.
3. ROLL CALL.
4. APPROVAL OF MINUTES ([April 18, 2011](#)).
5. AUDIENCE ITEMS.
6. CONSENT CALENDAR. The following routine matters will be approved in a single motion with the unanimous consent of the Planning Commission. There will be no separate discussion of these items unless good cause is shown by a member of the Commission or the public expressed under audience items prior to the roll call vote. (Items removed will be considered under Business Items.)
 - A. Waive reading in full of all resolutions that are presented for Planning Commission consideration on tonight's agenda and all such resolutions shall be read by title only.
7. BUSINESS ITEMS.
 - A. [PLANNING APPLICATION NO. 12-11](#); APPLICANT: Morgan's Jewelers; A Precise Plan of Design to amend the Peninsula Center master sign plan to allow product branding as a logo in addition to a business identification sign. (KT)
8. PUBLIC HEARINGS.
 - A. [PLANNING APPLICATION NO. 29-07](#); APPLICANT: Michael Cope; Chandler Ranch Properties, LLC; LOCATION: 26311 and 27000 Palos Verdes Drive East; To consider a development agreement between the City of Rolling Hills Estates and the Chandler Ranch Subdivision/Rolling Hills Country Club. (NC)
 - [Staff Report & Attachments Part 1 of 2](#)
 - [Staff Report & Attachments Part 2 of 2](#)
 - B. [PLANNING APPLICATION NO. 07-11](#); APPLICANT: Mr. David Brandon; LOCATION: 2 Via de la Vista; A Neighborhood Compatibility Determination for a single story addition to a single story home. A Variance is required to decrease the required rear yard setback. (JM)
 - C. [PLANNING APPLICATION NO. 11-11](#); APPLICANT: Norris Center School for the Performing Arts; LOCATION: 27525 Norris Center Drive; A Conditional Use Permit for tenant improvements for a new performing arts center and learning/tutorial center. (KT)
 - D. [PLANNING APPLICATION NO. 13-11](#); APPLICANT: City of Rolling Hills Estates; LOCATION: City-wide; Proposed amendments to Ordinance No. 670 to amend and clarify certain requirements for the parking of over-sized vehicles on private property. (DW)
9. COMMISSION ITEMS.
10. DIRECTOR'S ITEMS.

11. MATTERS OF INFORMATION.

A. Park and Activities Minutes (April 19, 2011).

B. City Council Actions (April 26, 2011).

12. ADJOURNMENT.



Staff Report

City of Rolling Hills Estates

AGENDA
MAY - 2 2011
ITEM NO. 8A

DATE: MAY 2, 2011

TO: PLANNING COMMISSION

FROM: NIKI CUTLER, AICP, PRINCIPAL PLANNER
DAVID WAHBA, PLANNING DIRECTOR

SUBJECT: PLANNING APPLICATION NO. 29-07
APPLICANT: MICHAEL COPE;
LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST

OVERVIEW

The subject request is for Planning Commission review of the proposed Development Agreement for the Chandler Ranch Subdivision/Rolling Hills Country Club project.

BACKGROUND

Application Filed: 7/15/08
Public Notices
Mailed: 4/19/11
Posted: 4/21/11
Published: 4/21/11

The Chandler Ranch Subdivision/Rolling Hills Country Club project consists of a request for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and new clubhouse complex on approximately 228-acres. A public hearing for the project was held on October 4, 2010, November 1, 2010, January 31, 2011 and April 4, 2011. At the April 4, 2011 meeting, the Planning Commission recommended approval of a Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Development Agreement, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and certification of an Environmental Impact Report for a the project. The proposed project Development Agreement was not included in the information provided to the Planning Commission during these meetings because the City and Developer were still negotiating the terms of such Agreement. Those issues have now been largely resolved and State law requires that the Planning Commission also consider the Development Agreement prior to any action taken by the City Council on the Agreement.

DISCUSSION

The primary purpose of a Development Agreement is to extend the period of time for project approvals in order to insulate a developer from future changes in city laws or future city land use actions that may preclude or hinder development of a project.

The draft Development Agreement for this project is provided herein as Attachment 1. Some key provisions of the draft Development Agreement are as follows:

- 2.2 Term. The proposed term is ten years with the possibility of up to five years of extensions at the Council's sole discretion.
- 3.2 Equestrian Facilities Contribution. As partial consideration for the term of the Development Agreement, the Developer is required to pay \$1 million for equestrian improvements in addition to its obligation to pay City Park and Recreational Facility Fees for the Project's residential units.
- 5.4 Review of Subsequent Approvals. Future approvals related to the Project are intended to be essentially ministerial provided the application is consistent with the original Project Approvals. However, the City can still impose reasonable conditions to avoid potential health and safety dangers.
- Article 6 Scope of Vested Rights. The provisions of this Article outline the general vested rights of the Developer to proceed with the Project under the City's ordinances, rules and regulations in place on the effective date of the Agreement during the term of the Agreement. The Agreement would not preclude the application of subsequent changes in federal or state law that the City is required to follow. The Agreement also does not exempt the application of development fees to the Project, including adjustments to such fees.
- 6.10 Timing. The schedule for development of Phase I of the Project is outlined in Exhibit E, and the developer is bound to use commercially reasonable efforts to adhere to the schedule.
- 10.2 Periodic Review. By law, the City is required to annually review the status of the Developer's compliance with the Agreement.
- 10.4 Termination. If there is a material default by the Developer under the Agreement, the City has the right to terminate the Agreement following a public hearing.

Staff would note that it is appropriate for discussion at the public hearing to be limited to issues solely related to the terms and conditions of the Development Agreement. Discussion related to other project entitlements or elements of project design is not relevant and should be discouraged at the public hearing.

Attorney Don Davis, with the City Attorney's Office, will be present at the public hearing to answer questions.

RECOMMENDATION

Staff recommends that the Planning Commission recommend approval of the Draft Development Agreement to the City Council.

Exhibits

Attached

1. Draft Development Agreement



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ROLLING HILLS ESTATES**

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www.RollingHillsEstatesCA.gov

PUBLIC HEARING NOTICE

CITY OF ROLLING HILLS ESTATES

LOS ANGELES COUNTY, CALIFORNIA

8:00 P.M.

PA-29-07

MAY 10, 2011

**CHANDLER RANCH SUBDIVISION
ROLLING HILLS COUNTRY CLUB**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES WILL HOLD A PUBLIC HEARING IN THE CITY HALL COUNCIL CHAMBERS, 4045 PALOS VERDES DRIVE NORTH, ON TUESDAY, MAY 10, 2011 AT 8:00 P.M., TO CONSIDER A VESTING TENTATIVE TRACT MAP, GENERAL PLAN AMENDMENTS, ZONE CHANGES, ZONE TEXT AMENDMENT, GRADING PLAN, DEVELOPMENT AGREEMENT, CONDITIONAL USE PERMITS, NEIGHBORHOOD COMPATIBILITY DETERMINATION, AND AN ANNEXATION/DE-ANNEXATION FOR THE DEVELOPMENT OF A 114 HOME SINGLE FAMILY SUBDIVISION, A RECONFIGURED/RELOCATED 18-HOLE GOLF COURSE, AND A NEW CLUBHOUSE COMPLEX ON THE SITE OF THE EXISTING CHANDLER SAND AND GRAVEL AND ROLLING HILLS COUNTRY CLUB FACILITIES.

APPLICANT: MICHAEL COPE, CHANDLER RANCH PROPERTIES, LLC

ADDRESS: 26311 AND 27000 PALOS VERDES DRIVE EAST

Proponents and opponents may be heard at this time.

If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Any questions should be directed to Niki Cutler, AICP, Principal Planner at (310) 377-1577 Ext. 115.



DOUGLAS R. PRICHARD, CITY CLERK

4/25/11

DATE



CITY OF
ROLLING HILLS ESTATES

4045 PALOS VERDES DRIVE NORTH • ROLLING HILLS ESTATES, CA 90274
TELEPHONE 310.377-1577 • FAX 310.377-4468
www.RollingHillsEstatesCA.gov

NEXT RESOLUTION NO. 2246
NEXT ORDINANCE NO. 678

C I T Y C O U N C I L A G E N D A

REGULAR MEETING

MAY 10, 2011

***7:00 P.M.**

***CLOSED SESSION WILL COMMENCE AT 7:00 P.M.**
REGULAR AGENDA WILL COMMENCE AT 7:30 P.M.

**NOTE: REPORTS AND DOCUMENTS RELATING TO EACH AGENDA ITEM ARE
ON FILE IN THE OFFICE OF THE CITY CLERK AND ARE AVAILABLE
FOR PUBLIC INSPECTION.**

- 1. CALL MEETING TO ORDER**

- 2. SALUTE TO THE FLAG**

- 3. ROLL CALL**

- 4. CEREMONIAL ITEMS**

- 5. ROUTINE MATTERS**
 - A. CITY COUNCIL MINUTES OF APRIL 26, 2011**

Americans with Disabilities Act: In compliance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's Office at (310) 377-1577 at least 48 hours prior to the meeting.

B. [DEMANDS AND WARRANTS – APRIL AND MAY](#)

Recommendation: That the City Council approve Warrants 49086 through 49130 in the amount of \$81,170.04; Supplemental Warrants 040111 through 040211; 48957 through 48964; 48991 (Void); 49016 through 49037; 49069 through 49080 in the amount of \$234,217.79 for a grand total amount of \$315,387.83.

6. **CONSENT CALENDAR:** The following routine matters will be acted upon by one vote to approve with the majority consent of the City Council. There will be no separate discussion of these items unless good cause is shown by a member prior to the roll call vote. (Items removed will be considered under New Business.)

A. [READING OF ORDINANCES AND RESOLUTIONS](#)

Reading in full of all ordinances and resolutions presented for consideration to the City Council will be waived and all such ordinances and resolutions will be read by title only.

B. [SALE OF COMMUNITY DEVELOPMENT BLOCK GRANT](#)

Memorandum from Mike Whitehead, Administrative Services Director, dated May 10, 2011.

Recommendation: That the City Council adopt Resolution No. 2245 and enter into the agreement with the City of Hawaiian Gardens for authorizing the exchange of Community Development Block Grant funds for FY2011-12.

1. [RESOLUTION NO. 2245](#) FOR ADOPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES AUTHORIZING THE EXCHANGE OF UNEXPENDED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

7. **AUDIENCE ITEMS NOT ON THE AGENDA/WRITTEN AND ORAL COMMUNICATIONS**

8. PUBLIC HEARINGS/MEETINGS**8:00 P.M.**

- A. [PLANNING APPLICATION NO. 29-07](#); APPLICANT: MICHAEL COPE;
LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST (CHANDLER
RANCH/ROLLING HILLS COUNTRY CLUB PROJECT)
[Attachment 1](#)
[Attachment 2, Part I](#)
[Attachment 2, Part II](#)
[Attachment 3](#)

(To review additional documents, please click here)

Memorandum from Niki Cutler, AICP, Principal Planner, and David Wahba, Planning Director, dated May 10, 2011.

Recommendation: That the City Council: 1) Open the public hearing; 2) Take public testimony; 3) Discuss the issues; and 4) Continue the public hearing to the next available City Council and direct staff to prepare the appropriate Resolutions and Ordinances approving the project, certifying the project Final Environmental Impact Report, and adopting a Statement of Overriding Considerations for the next available City Council meeting.

9. NEW BUSINESS

- A. [PLANNING COMMISSION MINUTES OF MAY 2, 2011](#)
- B. [PARK AND ACTIVITIES COMMISSION MINUTES OF MAY 3, 2011](#)

10. OLD BUSINESS

- A. [WATER QUALITY MONITORING SERVICES TO COMPLY WITH MACHADO LAKE NUTRIENT TMDL – BID RESULTS](#)

Memorandum from Greg Grammer, Assistant City Manager, and Kathleen McGowan, P.E., NPDES/TMDL Consultant, dated May 10, 2011.

Recommendation: That the City Council award the contract to Northgate Environmental Management, Inc., for Water Quality Monitoring Services and authorize the appropriate City officials to execute the professional services agreement at a total cost of \$40,704 as stated in the staff report.

11. CITY ATTORNEY ITEMS

12. CITY COUNCIL/REGIONAL COMMITTEE REPORTS: This item provides the opportunity for Members of the City Council to provide information and reports to other Members of the City Council and/or the public on any issues or activities of currently active Council Committees, ad hoc committees, regional or state-wide governmental associations, special districts and/or joint powers authorities and their various committees on which Members of the City Council might serve or have an interest, which are not otherwise agendized.

A. MAYOR PRO TEM SEAMANS

1. [ENVIRONMENTAL ADVISORY COMMITTEE MINUTES OF APRIL 25, 2011](#)

B. COUNCILMAN ADDLEMAN

1. [EQUESTRIAN COMMITTEE MINUTES OF APRIL 25, 2011](#)

13. MAYOR AND COUNCIL ITEMS: This item provides the opportunity for Members of the City Council to request information on currently pending projects and/or issues of public concern, direct that an item be agendized for future consideration and/or make announcements of interest to the public.

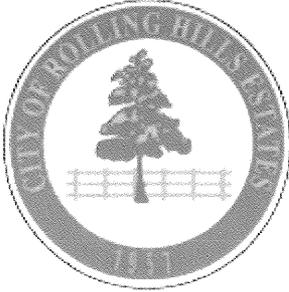
A. MAYOR ZUCKERMAN

1. [LETTER FROM CITY OF RANCHO PALOS VERDES REGARDING REDISTRICTING OF THE PALOS VERDES PENINSULA AND THE SOUTH BAY AREA OF LOS ANGELES COUNTY](#)

14. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
(Pursuant to Government Code Section 54956.9 (b) potential litigation at 3 Sweetgrass Lane regarding use of public property (George F Canyon Nature Preserve)

15. ADJOURNMENT



Staff Report

City of Rolling Hills Estates

AGENDA
MAY 10 2011
ITEM NO. 8A

DATE: MAY 10, 2011
TO: MAYOR AND CITY COUNCIL
FROM: NIKI CUTLER, AICP, PRINCIPAL PLANNER
DAVID WAHBA, PLANNING DIRECTOR
SUBJECT: PLANNING APPLICATION NO. 29-07
APPLICANT: MICHAEL COPE;
LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST

OVERVIEW

The subject request is for approval of a Vesting Tentative Tract Map, General Plan Amendments, Zone Changes, Zone Text Amendment, Grading Plan, Development Agreement, Conditional Use Permits, Neighborhood Compatibility Determination, an Annexation/Deannexation, and an Environmental Impact Report under the California Environmental Quality Act (CEQA) for the development of a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on the site of the existing Chandler Sand and Gravel and Rolling Hills Country Club facilities.

BACKGROUND

Application Filed: 7/15/08*
Public Notices
Mailed: 4/28/11
Posted: 4/28/11
Published: 4/28/11

*Application was originally submitted on 1/4/07. The applicant temporarily suspended processing of the application and resubmitted on 7/15/08.

The applicant proposes construction of 114 single family homes known as the Chandler Ranch Subdivision, the reconfiguration of the 18-hole Rolling Hills Country Club golf course, and a new golf course clubhouse complex on the approximately 228-acre project site. In general, portions of the existing golf course facility to the south and west of the existing Chandler facility would be used for the residential development while the reconfigured golf course facility would be located on the existing Chandler facility site. The purpose of this configuration is that the existing golf course facility would provide for more compacted earth materials necessary for the construction of residential uses while the golf course would be located on former quarry land.

Thirty-two acres of the project site are located in the jurisdictional boundaries of the City of Torrance. In January of 2008, the City Councils of Rolling Hills Estates and Torrance entered into a Boundary Modification Agreement to allow for the annexation/deannexation of land between the two cities. Subsequent to approval by the City of Rolling Hills Estates, the project would require approval of the City of Torrance and processing before the Local Agency Formation Commission (LAFCO) to effectuate the annexation/deannexation.

On March 8, 2010, the applicant and representatives of the Palos Verdes Horsemen's Association made an informational presentation to the City Council, Equestrian Committee, and Parks and Recreation Committee regarding potential improvements that could be pursued with Park and Recreational Facility (Quimby) Fees of \$17,826.00 per unit plus a \$1 million "equestrian donation" to be paid by the applicant for the project. No specific project was approved at the meeting.

DISCUSSION

A public hearing before the Planning Commission was held on October 4, 2010, November 1, 2010, January 31, 2011, and April 4, 2011. Staff reports and minutes of these meetings have been previously provided to the City Council in advance of this meeting (along with project plans and environmental documentation) and are posted online. On April, 4, 2011, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project to the City Council.

On May 2, 2011, the Planning Commission held a public hearing to review the proposed Development Agreement for the project which had not previously been considered. A Minutes Excerpt of that meeting is included herein as Attachment 1. At the meeting, the Planning Commission recommended approval of the Development Agreement to the City Council with comments as noted in the meeting minutes.

It was discussed at that meeting that details of the financial arrangement and timing of disbursement of the \$1 million "equestrian donation" proposed by the applicant remains under consideration and would be further discussed by the City Council during project review. Since that time, all terms of the Development Agreement have been agreed to by the applicant as included herein as Attachment 2. Specifically, as identified in Section 3.2 of the agreement, the applicant has agreed to provide the City with an early release of \$100,000.00 (with the City immediately providing a matching contribution of \$200,000.00 in existing Quimby funds) for equestrian-related improvements within five days of the approval of the Development Agreement by the City Council. The early release of an additional \$100,000.00 will be payable by the applicant within five days following the expiration of the statute of limitations to challenge LAFCO's approval, if any, of the Annexation Proceedings, provided that no legal action is filed within that period challenging such approval by LAFCO. The remaining "equestrian donation" would be payable upon the issuance of grading permits.

Comment letters received for the project for this public hearing are included herein as Attachment 3.

In addition to City Attorney Rob Tyson, Attorney Don Davis, who has been working with the City on details of the Development Agreement, will be present at the public hearing to answer questions.

RECOMMENDATION

Staff recommends the City Council:

1. Open the Public Hearing;
2. Take Public Testimony;
3. Discuss the issues;
4. Continue the public hearing to the next available City Council meeting and direct staff to prepare the appropriate Resolutions and Ordinances approving the project, certifying the project Final Environmental Impact Report, and adopting a Statement of Overriding Considerations for the next available City Council meeting.

Exhibits

Attached

1. Minutes Excerpt – Planning Commission Meeting (May 2, 2011)
2. Draft Development Agreement
3. Comment Letters

CITY COUNCIL STAFF REPORT

ATTACHMENT 1

MINUTES EXCERPT

REGULAR PLANNING COMMISSION MEETING

MAY 2, 2011

8. PUBLIC HEARINGS

- A. PLANNING APPLICATION NO. 29-07; APPLICANT: MICHAEL COPE; CHANDLER RANCH PROPERTIES, LLC; LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST; TO CONSIDER A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ROLLING HILLS ESTATES AND THE CHANDLER RANCH SUBDIVISION/ROLLING HILLS COUNTRY CLUB.

Planning Director Wahba gave a brief Staff Report, as per written material, and advised all in attendance that there will be a public hearing before City Council on May 10. Therefore, comments need to be limited specifically to the development agreement.

City Attorney Davis then summarized the development agreement. It locks in the laws in place at the time of approval to cover the extensive time period over which the project will take place. The developer agrees to a \$1M voluntary contribution, in addition to the \$2M in required fees, for a total of \$3M to the City. Section 3.2 states that the City will put in a \$200,000 up-front fee and will earmark \$1M of the \$2M required fees toward equestrian-related improvements to match the additional \$1M voluntary contribution, leaving \$1M for other park improvements.

COMMISSIONER SOUTHWELL asked whether the City has ever earmarked impact fees before, and Planning Director Wahba was not aware of any instances. COMMISSIONER SOUTHWELL then asked whether Quimby funds can be tied up in a contract, and Planning Director Wahba responded that they need to be spent within five years from receipt.

COMMISSIONER SCHMITZ asked about the initial \$200,000 put in by the City, and Planning Director Wahba explained that there was a request to have \$400,000 immediately upon project approval so the City can start looking at potential improvements to public equestrian facilities.

COMMISSIONER HUFF explained that she owns property within 500 feet of the project and recused herself.

CHAIRMAN SCOTT asked that paragraph 5.6(b) be reworded for clarification of purpose and intent. Also, paragraph 6.1 refers to the developer having a vested right to develop, and he asked whether that is based on City Council approval of the project and this development agreement, and City Attorney Davis confirmed.

COMMISSIONER BAYER pointed out the discrepancy in the number of acres listed in the Recitals section B and the Staff Report. Planning Director Wahba agreed that will have to be clarified.

COMMISSIONER BAYER asked whether there was any question about the City of Torrance and the City of RHE not moving forward with land swap, and Planning Director Wahba responded that all discussions are very positive and there is no indication it would not go forward.

COMMISSIONER BAYER then asked about the vesting tract maps dividing the land into 147 lots, including 114 residential lots, and what the other lots would be. Planning Director Wahba explained that they would be country club lots, private streets, landscape lots, etc.

COMMISSIONER BAYER asked about Section 1.3 referring to “neighborhood compatibility permits”, and Planning Director Wahba agreed that “permit” should be reworded to “determinations”. COMMISSIONER BAYER then asked about Section 5.6(c) and whether the City would be selling bonds. City Attorney Davis responded that it is just boilerplate language and not part of the project. COMMISSIONER BAYER then stated that Section 6.10(a) is nebulous.

COMMISSIONER BAYER then asked who Good Local Planning, Inc. is, what its connection to the city is and whether its points have been addressed. City Attorney Davis responded that this is an unknown firm based in Chatsworth that was incorporated in December of last year. He has reviewed the points with Staff and doesn't feel they have significant merit. CEQA only applies to approved projects, and this development agreement is a funding mechanism only, which is exempt from CEQA.

COMMISSIONER SOUTHWELL asked about whether it is a restricted funding mechanism, and City Attorney Davis responded that there are no definite facilities committed yet. COMMISSIONER SOUTHWELL then expressed his concerns over piecemealing, with which CHAIRMAN SCOTT disagreed.

Planning Director Wahba further explained that no plans for the Quimby funds or the additional \$1M voluntary contribution for equestrian improvement have yet been studied or decided. There will be a series of meetings to get the community's input on what type of equestrian improvements the City may want and will have to go through the normal planning related process. Currently, the City only has a wish list to get the discussions started.

COMMISSIONER SOUTHWELL stated that this is a process that he has never seen occur before of hypothetically spending the money before you get it. Impact fees are fine, but there is a fine line when you cross over into fiscalization, and this is a little bit troublesome.

COMMISSIONER BAYER moved, seconded by COMMISSIONER CONWAY,

TO OPEN THE PUBLIC HEARING.

AYES: Schmitz, Conway, Bayer, Southwell, Chairman Scott
NOES: None
ABSTAIN: Huff
ABSENT: Rein

CHAIRMAN SCOTT reminded the audience that the Commission is here tonight in an advisory role to City Council to look at this development agreement only and pass it along with recommendations and then invited the audience to come forward.

Michael Cope (applicant representative) came forward and stated that this agreement gives the applicant three extra years to get the project implemented than it would normally have. There is a signed RHE/Torrance City Council cooperation agreement, and the project sponsors have a Torrance City Council-approved dedication agreement worked out all with all the basic business terms and conditions for this jurisdictional exchange, all contingent upon governmental and agency approvals.

Vic Otten (73 Rockinghorse, RPV) came forward and stated that piecemealing a project is exactly what this developer is trying to do. CEQA requires you to look at the impact of the project on a whole. City officials have met with Dale Allen and the developer, and there was a joint equestrian meeting, where City Council was presented with a list of six projects, which is more than a wish list. Consultants have looked at these projects, and there is a commitment by the City behind the scenes to do these things. Mr. Otten then asked what issues have not yet been resolved as referred to in the proposed development agreement, and Planning Director Wahba responded that there are still some dollar amounts being negotiated between the City and the Country Club on how much money will be given up front upon approval of the project. The City is requesting \$100,000, and the project applicant is proposing \$50,000.

Mr. Otten asked whether the architect fees Keenan's fees are part of the \$1M. CHAIRMAN SCOTT then asked Staff whether the City has spent money in looking at possible options, and Planning Director Wahba responded that the City has not spent any money. CHAIRMAN SCOTT asked whether the funding that the developer has expended on the wish list issues will be credited to them. Planning Director Wahba responded that it would be a policy decision directed to City Council. That the total \$2M equestrian related Quimby improvements could include some dollar amount for the soft costs but ultimately may not.

CHAIRMAN SCOTT then reminded the audience that the Commission is required by law to look at this agreement and provide advice to City Council, but legislative authority resides only with City Council.

Mr. Otten asked how this project would affect the City's requirement to have a low-income Housing Element in the General Plan, and COMMISSIONER SCOTT responded that the City has adopted a new Housing Element to its General Plan within the last 18 months. It is in place and does not involve this agenda item.

Mr. Otten asked how paragraph 32(d) will be reworded, and COMMISSION SCOTT explained that Staff understands the issue and understands what needs to be changed, and the public will have right to look at the development agreement as proposed to City Council.

Mr. Otten then stated that Section 3.2(a) is intended to not sound like piecemealing and calls it "consideration" and asked whether the City is negotiating this with the equestrians. Planning Director Wahba responded that there is no negotiation going on between the City and the equestrian community with respect to money amounts and how it's spent.

Scott Wildman (34 Pony Lane) came forward and asked for clarification on the equestrian identified funds. CHAIRMAN SCOTT explained that there are the Quimby funds in excess of \$2M, and in addition the developer is agreeing to put up an additional \$1M in Quimby funds. Of that \$3M the development agreement allocates \$2M to equestrian improvements to be determined, just as the city has to determine what to spend the other \$1M on, and there are wish lists for that, as well.

Mr. Wildman then asked about the letter that the Commission has been discussing, and CHAIRMAN SCOTT explained that the City received a letter from Good Local Planning, Inc., with an address in Chatsworth and signed by Mitch Carlson, President, objecting to this development agreement for the listed reasons. Planning Director Wahba added that all documents will be available on the City's website.

Jerry Gliksman (87 Dapplegray) came forward as a resident for 38 years, former Traffic & Safety Committee member, homeowners president, etc to raise safety issues. There should be traffic mitigation problems funded by this project, and a section of this trail is on the 18th fairway and green area, and a small amount of money could be used to mitigate this issue.

CHAIRMAN SCOTT explained that should be addressed to conditions of entitlement approvals, not this development. Planning Director Wahba added that point should be made to City Council as part of the mitigation measures. CHAIRMAN SCOTT added that the City will be requiring the developer to do a lot of things that will make them spend money.

Greg Keenan (23 Sorrel Lane) came forward and clarified that they were paid by the developer as consultants to do a budget for a wish list. CHAIRMAN SCOTT added that the developer has spent a lot of money on things that haven't come before the Commission, and those are not relevant for this agenda item.

Dale Allen (39 Buckskin) came forward as president of the Palos Verdes Peninsula Horseman's Association and asked about Section 3.2(d) and the city's match of \$800,000 for equestrian facilities. CHAIRMAN SCOTT explained that Section 3.2(d) states that the City is matching contributions with \$800,000 of existing Parks & Recreation fees and not taking it out of some other pot of Quimby money. The paragraph is going to state that the City will allocate \$800,000 of the Quimby fees paid by this project to equestrian activities. Planning Director Wahba added that the final dollar amount hasn't been decided.

COMMISSIONER CONWAY moved, seconded by COMMISSIONER BAYER,

TO CLOSE THE PUBLIC HEARING.

AYES: Schmitz, Conway, Huff, Bayer, Southwell, Chairman Scott
NOES: None
ABSTAIN: Huff
ABSENT: Rein

COMMISSIONER CONWAY asked whether there is anything in the agreement that is unenforceable. City Attorney Davis responded negatively. COMMISSIONER CONWAY asked whether it is in violation of any law or statute. City Attorney Davis responded negatively. COMMISSIONER CONWAY asked whether there is any objection from the public, and City Attorney Davis responded that would call for speculation, but he has not seen anything in comment letters where the comments are valid. COMMISSIONER CONWAY asked whether there was piecemealing going on. City Attorney Davis responded negatively. COMMISSIONER CONWAY asked whether the planning documents are subject to CEQA. City Attorney Davis responded negatively. PLANNING DIRECTOR CONWAY asked whether the agreement reflects entitlements. City Attorney Davis responded that it does.

COMMISSIONER BAYER expressed her concern about the piecemeal approach and would like that specified in the comments to City Council and that the agreement is being approved before the financial issues and been thoroughly vetted and the number of houses, number of acres and the neighborhood compatibility permit wording have been corrected. Also, this is a legal document and not all Commissioners have been trained in real estate law, so it is beyond the expertise of the Commission.

Planning Director Wahba stated that all concerns will be relayed to City Council.

COMMISSIONER CONWAY moved, seconded by COMMISSIONER SCHMITZ,

TO RECOMMEND APPROVAL OF THE DRAFT DEVELOPMENT
AGREEMENT TO THE CITY COUNCIL.

AYES: Schmitz, Conway, Bayer, Chairman Scott
NOES: Southwell
ABSTAIN: Huff
ABSENT: Rein

Planning Director Wahba explained that approval will be recommended with the issues heard here tonight. The entire PA 29-07 will be presented for a public hearing before City Council at 8:00 p.m. on May 10, 2011, in the Council Chambers.

CITY COUNCIL STAFF REPORT

ATTACHMENT 2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson, LLP
2049 Century Park East, 28th Floor
Los Angeles, CA 90067
Attn: John F. Nicholson, Esq.

(Space Above This Line Reserved For Recorder's Use)

APN: _____

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROLLING HILLS ESTATES

AND

**CHANDLER RANCH PROPERTIES LLC, BRI LLC,
AND THE ROLLING HILLS COUNTRY CLUB**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of _____, 2011, and is between the City of Rolling Hills Estates ("City"), a California general law city, and Chandler Ranch Properties LLC, a Delaware limited liability company ("CRP"), BRI LLC, a Delaware limited liability company ("BRI"), and Rolling Hills Country Club, a California non-profit mutual benefit corporation ("RHCC") (collectively, CRP, BRI, and RHCC are referred to herein as "Developer").

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted Government Code section 65864 and following (the "Development Agreement Law"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. This Development Agreement has been processed, considered and executed in accordance with the procedures and requirements of the Development Agreement Law.

C. City and the City of Torrance ("Torrance") have entered into that certain Boundary Modification and Annexation Agreement dated as of January 8, 2008 (the "Annexation Agreement"). The Annexation Agreement contemplates that the City and Torrance will jointly submit an application to the Local Area Formation Commission ("LAFCO") to cause approximately 32 acres of land to be detached from the City and annexed into Torrance and another approximately 32 acres of land to be detached from Torrance and annexed into the City (the "Annexation Proceedings"). City and Developer contemplate that the Annexation Proceedings will be completed during the Term (as defined below). Developer agrees to use its best efforts to ensure that the Annexation Proceedings progress in a timely and expeditious manner and within the time frames set forth in the attached Exhibit E (Phase I Development Schedule), unless prevented or forestalled by events or occurrences that are not within Developer's control.

D. Developer has a legal or equitable interest in certain real property consisting of approximately 228 acres of land (the "Project Site"). The Project Site is depicted on the attached Exhibit A. Following completion of the Annexation Proceedings, a portion of the Project Site will be located within the City (the "RHE Land"), as also depicted on Exhibit A, and the balance of the Project Site will be located in Torrance. The portions of the RHE Land located in the City prior to completion of the Annexations Proceedings are legally described in the attached Exhibit B-1. The portions of the RHE Land that are expected to be annexed by the City upon completion of the Annexation Proceedings are legally described in the attached Exhibit B-2. Upon completion of the Annexation Proceedings these approximately 32 acres of land will be fully subject to this Agreement.

E. Developer intends to develop the Project Site as a residential community of 114 dwelling units and ancillary uses (the "Residential Community") and a country club,

including a golf course, clubhouse, and tennis facilities, together with certain related and ancillary uses (the “Country Club”) (collectively, the Residential Community and the Country Club comprise the “Project”). A site plan depicting the Project, including the portions thereof to be developed as the Residential Community and the portions thereof to be developed as the Country Club, is attached as Exhibit C. The Parties contemplate that (i) the Residential Community will be developed by CRP and/or BRI, or their respective successors in interest, and (ii) the Country Club will be developed and operated by RHCC or its successors in interest. All of the Residential Community will be located in the City. Portions of the Country Club are intended to be located in the City and portions are intended to be located in Torrance. The portions of the Project that are to be developed in the City are referred to herein as the “RHE Project.”

F. The City has taken several actions to review and plan for the future development of the RHE Project and the Project generally. These include, without limitation, the following:

1. Environmental Impact Report. The environmental impacts of the Project, including the Project Approvals (defined below) and the Subsequent Approvals (defined below), and numerous alternatives to the Project and its location, have properly been reviewed and assessed by City pursuant to the California Environmental Quality Act, Public Resources Code section 21000 et seq.; California Code of Regulations Title 14, section 15000 et seq.; and City’s local guidelines promulgated thereunder (hereinafter collectively referred to as “CEQA”). On _____, 2011, pursuant to CEQA and in accordance with the recommendation of the City Planning Commission, the City Council certified a final environmental impact report covering the Project (the “EIR”). As required by CEQA, the City adopted written findings and a mitigation monitoring program (the “Mitigation Monitoring Program”) prior to approving the Project Approvals.

2. General Plan Amendment. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing and certification of the EIR, the City Council, by Resolution ____, approved amendments to the City’s General Plan (the “General Plan Amendment”).

3. Zone Change and Zone Text Amendment. Following City Planning Commission review and recommendation, certification of the EIR and adoption of the General Plan Amendment at a duly noticed public hearing, the City Council adopted City Ordinance No. ____, rezoning the RHE Land to the City’s Residential Planned Development (RPD) and Commercial Recreational (C-R) zoning districts, as depicted in such ordinance, and making other changes to the City’s Zoning Code as set forth therein.

4. Vesting Tentative Tract Map. Following City Planning Commission review and recommendation, certification of the EIR, adoption of the General Plan Amendment and rezoning at a duly noticed public hearing, the City Council approved Vesting Tentative Tract Map No. 61287 subdividing the RHE Land into 147 lots, including 114 residential lots.

5. Conditional Use Permits. Following City Planning Commission review and recommendation, certification of the EIR, adoption of the General Plan Amendment and rezoning at a duly noticed public hearing, the City Council approved a Conditional Use Permit (“CUP”) for a Residential Planned Development for the development of 114 residential lots and a CUP for a golf-course, clubhouse, and related facilities on the RHE Land.

6. Other Permits and Approvals. Following City Planning Commission review and recommendation, certification of the EIR, adoption of the General Plan Amendment and rezoning at a duly noticed public hearing, the City Council approved the following permits and project approvals: a Grading Plan, this Development Agreement, and other approvals relating to the annexation of land into the City and deannexation of land from the City.

The approvals and development policies described in this Recital are collectively referred to herein as the “Project Approvals.” Project Approvals also include those approvals listed on the attached Exhibit D.

G. City has determined that the RHE Project presents certain public benefits and opportunities which are advanced by City and Developer entering into this Agreement. This Agreement will, among other things, (1) reduce uncertainties in planning and provide for the orderly development of the RHE Project; (2) mitigate many significant environmental impacts; (3) provide for the redevelopment of land currently used for land fill purposes; (4) provide for and generate substantial revenues for the City; (5) provide needed additional housing; and (6) otherwise achieve the goals and purposes for which the Development Agreement Law was enacted.

H. In exchange for the benefits to City described in the preceding Recital, together with the other public benefits that will result from the development of the RHE Project, Developer will receive by this Agreement assurance that it may proceed with the RHE Project in accordance with the “Applicable Law” (defined below), and therefore desires to enter into this Agreement.

I. The City Council, after conducting a duly noticed public hearing, has found that this Agreement is consistent with the General Plan and has conducted all necessary proceedings in accordance with the City’s rules and regulations for the approval of this Agreement.

J. Following City Council certification of the EIR, adoption or approval of the General Plan Amendment, the Rezoning, the Vesting Tentative Tract Map, and the CUPs, the City Council at a duly noticed public hearing adopted Ordinance No. _____, approving and authorizing the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties (defined below) agree as follows:

1.0 DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 “Developer” means Chandler Ranch Properties LLC, BRI LLC, and Rolling Hills Country Club and any of their respective subsequent transferees or assignees.

1.2 “Parties” means Developer and the City, each of which may be referred to herein individually as a “Party.”

1.3 “Subsequent Approvals” means those certain other land use approvals, entitlements, and permits other than the Project Approvals that are necessary or desirable for the RHE Project. The Subsequent Approvals may include, without limitation, the following: a Neighborhood Compatibility Determination, amendments of the Project Approvals, design review approvals, improvement agreements, use permits, conditional use permits, grading permits, building permits, lot line adjustments, sewer and water connection permits, certificates of occupancy, subdivision maps, preliminary and final development plans, rezonings, permits, resubdivisions, final tract maps, and any amendments to, or repealing of, any of the foregoing.

2.0 EFFECTIVE DATE AND TERM

2.1 Effective Date. This Agreement will become effective upon the date the ordinance approving this Agreement becomes effective (the “Effective Date”).

2.2 Term. The term of this Agreement (the “Term”) will commence upon the Effective Date and continue for a period of ten years, in addition to any extensions of the Term pursuant to Section 6.8 of this Agreement. The Term may be extended further for up to five years if requested by Developer and approved by the City Council in the City Council’s sole discretion. Upon the expiration of the Term, this Agreement will terminate and be of no further effect; provided, however, such termination will not affect any right or duty of a Party arising out of any Project Approvals, Subsequent Approvals, or the provisions of this Agreement, in effect on or prior to the effective date of such termination.

3.0 OBLIGATIONS OF DEVELOPER

3.1 Obligations of Developer Generally. The Parties acknowledge and agree that the City’s agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer’s agreement to perform and abide by its long term covenants and obligations, as set forth herein. The Parties acknowledge that many of Developer’s long term obligations set forth in this Agreement are in addition to Developer’s agreement to perform all the mitigation measures identified in the Mitigation Monitoring Program. Developer agrees that the permitted uses of the RHE land, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the RHE Land, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the RHE Land are as set forth in and consistent with the Project Approvals. Developer further agrees not to cause or permit the construction of any

building or improvement that exceeds the maximum density, building heights or building sizes set forth in or otherwise required by the Project Approvals or any Subsequent Approvals.

3.2 Equestrian Facilities Contribution.

(a) As additional consideration for this Agreement and not as mitigation for any potential Project impacts, all of which potential impacts are addressed in the Project's Mitigation Monitoring Program, Developer agrees to make a contribution to City of \$1,000,000 ("Equestrian Facilities Contribution") that the City may use in its sole discretion for public-related equestrian facilities and improvements subject to the terms and conditions of this Section 3.2.

(b) Developer agrees to make a non-refundable partial payment of \$100,000 of the Equestrian Facilities Contribution within five days of the City Council's approval of this Agreement. City agrees to immediately match this contribution with \$200,000 of existing City Park and Recreational Facility Fees.

(c) Developer agrees to make a second, non-refundable partial payment of \$100,000 of the Equestrian Facilities Contribution within five days following the expiration of the statute of limitations to challenge LAFCO's approval, if any, of the Annexation Proceedings, provided that no legal action is filed within that period challenging such approval by LAFCO. The Parties agree that the applicable limitations period to challenge LAFCO's decision on the Annexation Proceedings is 60 days under Government Code section 56103. In the event that a legal challenge to LAFCO's approval of the Annexation Proceedings is timely filed, Developer's obligation to pay the balance of the Equestrian Facilities Contribution will accrue as provided in subsection (d) below.

(d) Upon issuance of the first grading permit for the RHE Project, Developer agrees to pay City the remaining balance of the Equestrian Facilities Contribution (i.e., \$800,000 or \$900,000). At this time, Developer also agrees to pay City one-half of the applicable City Park and Recreational Facility Fees for the RHE Project. Developer acknowledges and agrees that the RHE Project is not entitled to any credit for private open space under Section 16.08.060 of the City's Municipal Code.

(e) The Parties agree that the funds collected by City from Developer's Equestrian Facilities Contribution and pre-payment of applicable Park and Recreational Facility Fees, as well as City's matching Park and Recreational Facility Fee funds are to be used by City exclusively for the design, engineering and construction of public equestrian-related facilities and improvements as determined by the City Council in its sole discretion in accordance with City Municipal Code Chapter 16.08 and applicable law.

(f) Developer will pay to City the balance of its applicable Park and Recreational Facility Fee for the RHE Project on a pro-rata basis (based on the total number of approved residential units) prior to the close of escrow for each residential unit sold in the Residential Community. The Parties agree that the use of these remaining Park and Recreation Facility Fees will not be restricted, but may be used for public equestrian-related facilities and

improvements, as determined by the City Council in its sole discretion in accordance with Chapter 16.08 and applicable law.

4.0 OBLIGATIONS OF CITY

4.1 Obligations of City Generally. The Parties acknowledge and agree that Developer's agreement to perform and abide by its covenants and obligations set forth in this Agreement is a material consideration for City's agreement to perform and abide by the long term covenants and obligations of City, as set forth herein.

4.2 Protection of Vested Rights. To the maximum extent permitted by law, City will take such actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Developer. City further agrees that, to the maximum extent permitted by law, City will not initiate the enactment of any City Law that would preclude Developer from implementing the Project Approvals or any of the Subsequent Approvals.

4.3 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City will assist and otherwise cooperate with Developer in reserving such capacity for sewer and water services as may be necessary to serve the RHE Project; provided, however, that such assistance and cooperation is at no direct cost or expense to City other than that associated with a reasonable amount staff time.

4.4 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the RHE Project within the Term should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the RHE Project become functionally outdated due to changes in technology. Any such renovation or rebuilding will be subject to the square footage and height limitations vested by this Agreement, and will comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, the neighborhood compatibility permit, and the requirements of CEQA.

4.5 Equestrian Facilities Contribution. City agrees that Developer's Equestrian Facilities Contribution and pre-payment of City Park and Recreation Facility Fees as set forth in Section 3.2(b), (c) and (d) will be used exclusively for the design, engineering and construction of public equestrian-related facilities and improvements as determined by the City Council in its sole discretion in accordance with Section 3.2 above.

5.0 COOPERATION - IMPLEMENTATION

5.1 Processing Application for Subsequent Approvals. By approving the Project Approvals, City has made certain final policy decisions with respect to the RHE Project. Accordingly, City may not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the RHE Project as set forth in the Project Approvals. Instead, the Subsequent Approvals will be deemed to be tools to implement those final policy decisions and will be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Project Approvals.

5.2 Subsequent Submittals By Developer. Developer acknowledges that City cannot expedite processing Subsequent Approvals until Developer submits complete applications. Developer agrees to (i) provide to City any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City all such documents, applications, plans and other necessary required materials as set forth in the Applicable Law. It is the express intent of Developer and City to cooperate and diligently work to obtain any and all Subsequent Approvals following submittal of complete applications by Developer.

5.3 Timely Processing By City. Upon submission by Developer of a complete application and any applicable processing fee for any Subsequent Approval, City will promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) if legally required, providing notice and holding public hearings; and (ii) acting on any such Subsequent Approval application.

5.4 Review of Subsequent Approvals. Subject to the City's exercise of its police power authority as specified below and in Section 6.13, City may deny an application for a Subsequent Approval only if such application does not comply with this Agreement or Applicable Law (defined in Section 6.3 below), or does not substantially comply with the Project Approvals. Developer may seek amendments to the Project Approvals, but any such amendment will be subject to approval at the sole discretion of the City Council unless such amendment is demonstrated by Developer to be necessary to effectuate the original intent of the Parties reflected in the original Project Approvals. City may approve an application for such a Subsequent Approval subject to any conditions necessary to bring the Subsequent Approval into compliance with this Agreement or Applicable Law, or is necessary to make such Subsequent Approval consistent with the Project Approvals. If City denies any application for a Subsequent Approval, City must specify in writing the reasons for such denial and may suggest a modification which could be approved. Any such specified modifications must be consistent with this Agreement, Applicable Law and the Project Approvals, and City will approve the application if it is subsequently resubmitted for City review and addresses the reason for the denial in a manner that is consistent with this Agreement, Applicable Law and the Project Approvals. In addition, nothing in this Section 5.4 precludes City from imposing further reasonable conditions or restrictions on any applicable discretionary Subsequent Approval provided that the failure to impose such conditions or restrictions would put residents of the applicable area or surrounding area in a condition dangerous to their health or safety.

5.5 Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, and at Developer's sole cost, Developer will apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City will cooperate with Developer in its efforts to obtain such permits and approvals and will, from time to time at the request of Developer, use its best efforts to enter into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals.

5.6 Assessment Districts or Other Funding Mechanisms.

(a) City is unaware of any pending efforts to initiate, or consider applications for new or increased assessments covering the Project Site, or any portion thereof.

(b) City understands that long term assurances by City concerning fees, taxes and assessments were a material consideration for Developer agreeing to process the siting of the RHE Project in its present location and to pay the fees, taxes and assessments required under this Agreement and the Project Approvals. City retains the ability to initiate or process applications for the formation of new assessment districts covering all or any portion of the RHE Land. Notwithstanding the foregoing, Developer retains all its rights to oppose the formation or proposed assessment of any new assessment district or increased assessment.

(c) At the request of Developer, and at Developer's sole cost, City will cooperate in the formation of assessment districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to traffic, sewer, water or other infrastructure improvements (including, without limitation, design, acquisition and construction costs) within the RHE Land. City will diligently and expeditiously process applications by Developer necessary to establish funding mechanisms so long as (i) the application complies with law, (ii) is consistent with City's standards, and (iii) provides for a lien to value ratio and other financial terms that are reasonably acceptable to City, and which will result in no commitment of City funds. City will diligently seek to sell any bonds to be issued and secured by such assessments upon the best terms reasonably available in the marketplace. Developer may initiate improvement and assessment proceedings utilizing assessment mechanisms authorized under the law of the State of California where the property subject to assessment (the "Assessed Property") provides primary security for payment of the assessments. Developer may initiate such assessment proceedings with respect to a portion of the Assessed Property to provide financing for design or construction of improvements for such portion. City will allocate shortfalls or cost overruns in the same manner as the special taxes or assessments for construction of improvements (as opposed to assessments for maintenance) are allocated in the community facilities district or other financing mechanism so that each lot and/or parcel within the benefited area will bear its appropriate share of the burden thereof as determined by City and construction or acquisition of needed improvements will not be prevented or delayed.

5.7 Annexation Proceedings. In the event that the Annexation Proceedings result in annexation of land into the City that differs from that described in Exhibit B-2, the Parties will cooperate in amending this Agreement consistent with the intent of the Agreement to provide Developer a vested right to develop the RHE Project on the RHE Land in accordance with the terms and conditions of this Agreement and the Project Approvals.

6.0 STANDARDS, LAWS AND PROCEDURES GOVERNING THE PROJECT

6.1 Vested Right to Develop. Developer has a vested right to develop the RHE Project on the RHE Land in accordance with the terms and conditions of this Agreement and the Project Approvals. Nothing in this Section may be deemed to eliminate or diminish the requirement of Developer to obtain any required Subsequent Approvals.

6.2 Permitted Uses Vested by This Agreement. The permitted uses of the RHE Land; the density and intensity of use of the RHE Land; the maximum height, bulk and size of

proposed buildings; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the RHE Project, will be as set forth in the Applicable Law (defined below), Project Approvals, and, as and when they are issued (but not in limitation of any right to develop as set forth in the Project Approvals), the Subsequent Approvals.

6.3 Applicable Law. The City's rules, regulations, official policies, standards and specifications applicable to the RHE Project (the "Applicable Law") are those set forth in this Agreement and the Project Approvals, and, with respect to matters not addressed by this Agreement or the Project Approvals, those rules, regulations, official policies, standards and specifications (including City ordinances and resolutions) governing permitted uses, building locations, timing of construction, densities, design, heights, fees, exactions, and taxes in force and effect on the Effective Date.

6.4 Uniform Codes. City may apply to the RHE Land, at any time during the Term, then current uniform building and construction codes (e.g., building, electric, energy, fire, green building standards, maintenance, plumbing, etc.) and City's then current design and construction standards for road and storm drain facilities, provided any such uniform code or standard has been adopted and uniformly applied by City on a citywide basis and provided that no such code or standard is adopted for the purpose of preventing or otherwise limiting construction of all or any part of the RHE Project.

6.5 No Conflicting Enactments. City will not initiate on its own, unless required by any applicable state or federal law, any ordinance, resolution, rule, regulation, standard, directive, condition or other measure (each individually, a "City Law") that would have the effect of reducing the development rights or assurances provided by this Agreement. Without limiting the generality of the foregoing, any City Law will be deemed to reduce the development rights provided hereby if it would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which applies to or affects the Project:

- (a) Change any land use designation or permitted use of the RHE Land;
- (b) Limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities (for example, water rights, water connections or sewage capacity rights, sewer connections, etc.) for the RHE Project;
- (c) Limit or control the location of buildings, structures, grading, or other improvements of the RHE Project in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals or the Subsequent Approvals (as and when they are issued);
- (d) Limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the RHE Project in any manner;
- (e) Apply to the RHE Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a citywide basis to all substantially similar types of development projects and project sites;

(f) Result in Developer having to substantially delay construction of the RHE Project or require the issuance of additional permits or approvals by the City other than those required by Applicable Law;

(g) Substantially increase the cost of constructing or developing the RHE Project or any portion thereof;

(h) Establish, enact, or impose against the RHE Project or RHE Land any fees, taxes (including without limitation general, special and excise taxes), assessments, liens or other monetary obligations (including generating demolition permit fees, encroachment permit and grading permit fees) other than those specifically permitted by this Agreement or other connection fees imposed by third party utilities;

(i) Impose against the RHE Project any condition, dedication or other exaction not specifically authorized by Applicable Law; or

(j) Limit the processing or procuring of applications and approvals of Subsequent Approvals.

To the maximum extent permitted by law, City will prevent any City Law from invalidating or reducing the development rights or assurances provided by this Agreement. The parties understand and agree that this Section applies to future City Laws, but not to the imposition of conditions on Subsequent Approvals that are discretionary approvals. The extent to which the City may impose conditions in connection with the evaluation of such Subsequent Approvals is governed by Section 5.4 and the standards set forth in Section 6.13 below.

City will cooperate with Developer and will undertake such actions as may be necessary to ensure this Agreement remains in full force and effect.

Developer reserves the right to challenge in court any City Law that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

Notwithstanding anything herein to the contrary, a City Law that conflicts with Applicable Law may be applied to the RHE Project if consented to in writing by Developer.

6.6 Initiatives and Referenda. If any City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement, the Parties acknowledge and agree that except with respect to a referendum challenging any ordinance approving or amending this Agreement, such City Law will not apply to the RHE Project or interfere with Developer's vested rights under this Agreement.

6.7 Environmental Mitigation. The Parties understand that the EIR was intended to be used in connection with each of the Project Approvals and Subsequent Approvals needed for the Project. Consistent with the CEQA policies and requirements applicable to the EIR, City agrees to use the EIR in connection with the processing of any Subsequent Approval to

the maximum extent allowed by law and not to impose on the RHE Project any mitigation measures or other conditions of approval other than those specifically imposed by the Project Approvals and the Mitigation Monitoring Program or specifically required by Applicable Law unless consented to by Developer..

6.8 Life of Subdivision Maps, Development Approvals, and Permits. The term of any subdivision map or any other map, permit, conditional use permit, rezoning or other land use entitlement approved as a Project Approval or Subsequent Approval will automatically be extended for the longer of the duration of this Agreement (including any extensions) or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The Term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval will not include any period of time during which (i) a development moratorium (including, but not limited to, a water or sewer moratorium or water and sewer moratorium) or the actions of other public agencies that regulate land use, development or the provision of services to the land, prevents, prohibits or delays the construction of the Project, or a portion thereof, or (ii) a lawsuit involving any such Project Approvals, Subsequent Approvals, this Agreement, or any other development approvals or permits is pending that prevents, prohibits or delays the construction of the Project, or a portion thereof (collectively, a “Project Delay Period”). The Term of this Agreement will be extended automatically for the length of any such Project Delay Period. The Parties acknowledge and agree that the period of time necessary for Developer to obtain LAFCO approval in the Annexation Proceedings will not be considered a Project Delay Period, but a lawsuit arising out of such approval that prevents, prohibits or delays the construction of the Project would allow for an extension of the Term as provided in this Section.

6.9 State and Federal Law. As provided in Government Code section 65869.5, this Agreement does not preclude the application to the RHE Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations (“Changes in the Law”). In the event Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement will be modified or suspended, or performance thereof delayed, as may be necessary to comply with Changes in the Law, and City and Developer will take such action as may be required pursuant to this Agreement. Not in limitation of the foregoing, nothing in this Agreement precludes City from imposing on Developer any fee specifically mandated and required by state or federal laws and regulations.

6.10 Timing of Project Construction and Completion.

(a) Initial Phase I Construction Timing. Developer anticipates that the Residential Community will be developed by a third party residential home builder (the “Home Builder”), the identity of which, given the current economic conditions, is not currently known. Following Developer and the Home Builder entering into an agreement for the Home Builder to develop the Residential Community, or a portion thereof, Developer agrees to use commercially reasonable efforts to meet the Phase I Project Schedule set forth in the attached Exhibit E, or such other time as to which the City Council may agree in its sole discretion . Phase I of the Project includes the reconfigured golf course, the club house, and 20 homes in the Residential Community (including both model and non-model homes).

(b) City and Developer expressly agree that, except as provided in this Agreement and the Project Approvals, there is no requirement that Developer initiate or complete development of the Project or any particular phase of the Project within any particular period of time, and City will not impose such a requirement on any Subsequent Project Approval.

(c) In light of the foregoing and except as set forth in subsection (d) below, the Parties agree that Developer may develop in accordance with Developer's own time schedule as such schedule may exist from time to time. In particular, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties' desire to avoid that result by acknowledging that Developer has the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

(d) Nothing in this Agreement exempts Developer from completing work required under any Project Approval or building permit in accordance with the terms thereof.

6.11 Water Assessment. Pursuant to Government Code section 65867.5, Developer and City agree that any tentative subdivision map approved for the RHE Project must comply with the provisions of Government Code section 66473.7, if, and to the extent, required by Government Code section 66473.7.

6.12 Development Fees. Notwithstanding anything to the contrary contained herein, any fee, exaction or charge that is intended to offset or reimburse the City for increased costs on the City's public improvements due to development may be applied to the RHE Project, as such fees, exactions or charges are imposed or adjusted from time to time, but only to the extent that any such fees, exactions or charges are applied consistently and proportionately in accordance with applicable law.

6.13 Police Power. In all respects not provided for in this Agreement, the City retains full rights to exercise its police power to regulate the development of the RHE Land, provided, however, that the City's discretion with respect to such actions must be exercised consistent with Developer's vested rights under this Agreement as set forth in Section 6.1, and the City acknowledges pursuant to Government Code section 65865.2 that the conditions, terms, restrictions, and requirements for any such Subsequent Approvals may not prevent development of the RHE Land for the uses and to the density or intensity of development set forth in this Agreement. Moreover, nothing in this provision precludes City from attaching usual and customary conditions to such discretionary Subsequent Approvals provided such conditions (i) are applied in the same or substantially equivalent form to other similar approvals throughout the City; (ii) do not affect the use, density, or intensity of development previously approved for the Project; (iii) are not materially inconsistent with this Agreement.

6.14 H District Rezoning. The Parties acknowledge that upon the expiration or early termination of the Term of this Agreement and the Project Approvals, if the RHE Project

has not been constructed, the City may, in its sole discretion, cause the portions of the Project Site located within the City that are not currently subject to the City's H District zone (City Municipal Code Chapter 17.36) to become subject to the City's H District zone.

7.0 AMENDMENT

7.1 Amendments Generally. This Agreement may be amended from time to time by mutual consent in writing of the Parties in accordance with Government Code section 65868; provided, however, that any amendment which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, or monetary contributions by Developer, will not, except to the extent otherwise required by law, require notice or public hearing before the Parties may execute an amendment hereto. Such amendment may be approved by City Council resolution.

7.2 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinements and further development of the RHE Project may demonstrate that clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they will effectuate such clarifications through operating memoranda approved by City and Developer. No such operating memoranda will constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney is authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 7.1. The City Manager is hereby authorized to execute any operating memoranda hereunder without City Council or Planning Commission action.

8.0 ASSIGNMENT, TRANSFER, AND ENCUMBRANCES

8.1 Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to third parties acquiring an interest or estate in the RHE Project or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

8.2 Transfer Agreements.

(a) In connection with the transfer or assignment by Developer of all or any portion of the Project (other than a transfer or assignment by Developer to an affiliated party, a Mortgagee (defined below), or a Non-Assuming Transferee (as defined below), Developer and the transferee (an "Assuming Transferee") must enter into a written agreement (a "Transfer Agreement") regarding the respective interests, rights and obligations of Developer and the transferee in and under the Agreement, the Project Approvals, and the Subsequent Approvals. Such Transfer Agreement must (i) release Developer from obligations under the Agreement, the Project Approvals, or the Subsequent Approvals that pertain to that portion of the RHE Project being transferred, as described in the Transfer Agreement, provided that the Assuming Transferee expressly assumes such obligations and (ii) transfer to the Assuming Transferee

vested rights to improve that portion of the RHE Project being transferred, and may address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. A form of Transfer Agreement is attached hereto as Exhibit F the form of which, if used by Developer and an Assuming Transferee, is hereby approved in advance by City.

(b) Developer must seek City's prior written consent to any Transfer Agreement, which consent may not be unreasonably withheld or delayed. Failure by City to respond within 45 days to any request made by Developer for such consent will be deemed to be City's approval of such Transfer Agreement. City may refuse to give its consent only if, in light of the proposed Assuming Transferee's reputation and financial resources, such Assuming Transferee would not in the City's reasonable opinion be able to perform the obligations proposed to be assumed by such Assuming Transferee. Such determination will be made by the City Manager, and is appealable by Developer to the City Council.

(c) Any Transfer Agreement will be binding on Developer, City and the Assuming Transferee. Upon recordation of any Transfer Agreement in the Official Records of Los Angeles County, Developer will automatically be released from those obligations assumed by the Assuming Transferee therein.

(d) Developer will be free from any and all liabilities accruing on or after the date of any assignment or transfer with respect to those obligations assumed by an Assuming Transferee pursuant to a Transfer Agreement. No breach or default hereunder by any person succeeding to any portion of Developer's obligations under this Agreement may be attributed to Developer, nor may Developer's rights hereunder be canceled or diminished in any way by any breach or default by any such person.

8.3 Nonassuming Transferees.

(a) Except as otherwise required by Developer in Developer's sole discretion, the burdens, obligations and duties of Developer under this Agreement will terminate with respect to, and neither a Transfer Agreement nor City's consent will be required, in connection with the transfer of any single parcel or multiple parcels in the RHE Land to a third party that Developer elects will not assume Developer's obligations under this Agreement. The transferee in such a transaction and its successors ("Non-Assuming Transferees") will be deemed to have no obligations under this Agreement, but will continue to benefit from the vested rights provided by this Agreement for the duration of the Term. Nothing in this section exempts any property transferred to a Non-Assuming Transferee from payment of applicable fees and assessments or compliance with applicable Project Approvals.

(b) Notwithstanding any provision of this Agreement to the contrary, this Agreement will terminate as to any dwelling unit which has been finally subdivided, constructed, and for which the applicable City agency has issued a certificate of occupancy or similar approval. Upon the issuance of a certificate of occupancy or similar approval, the dwelling unit will be released from and will no longer be subject to or burdened by the provisions of this Agreement. The provisions of this paragraph are self-executing and will not require the execution or recordation of any further document or instrument.

8.4 Encumbrances.

(a) This Agreement does not prevent or limit Developer in any manner, at its sole discretion, from encumbering the RHE Land or any portion of the RHE Land or any improvement on the RHE Land by any mortgage, deed of trust or other security device securing financing with respect to the property or its improvements.

(b) Either (i) the mortgagee of a mortgage or beneficiary of a deed of trust (“Mortgagee”) encumbering the RHE Land, or any part thereof, and their successors and assigns or (ii) an equity investor of any Developer or Assuming Transferee, as the case may be (an “Investor”), will, upon written request to the City, be entitled to receive from the City written notification of any default by Developer of the performance of Developer’s obligations under this Agreement which has not been cured within 60 days following the date of default. The Mortgagee or Investor will have the right, but not the obligation, to cure the default for a period of 30 days after receipt of such notice of default, or any longer period as is reasonably necessary to remedy the default(s), provided that Mortgagee or Investor must continuously and diligently pursue the remedy at all times until the default(s) is cured. Notwithstanding the foregoing, if such default is a default which can only be remedied by such Mortgagee or Investor obtaining possession of the RHE Land, or any portion thereof, and such Mortgagee or Investor seeks to obtain possession, such Mortgagee or Investor will have until 30 days after the date of obtaining such possession to cure such default, or any longer period as is reasonably necessary to remedy the default(s), provided that Mortgagee or Investor must continuously and diligently pursue the remedy at all times until the default(s) is cured. Any Mortgagee or Investor who takes title to all of the RHE Land, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, will succeed to the rights and obligations of the Developer under this Agreement as to the RHE Land or portion thereof so acquired; provided, however, in no event will such Mortgagee or Investor be liable for any defaults or monetary obligations of the Developer arising prior to acquisition of title to the RHE Land by such Mortgagee or Investor, except that the Mortgagee or Investor will not be entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the portion of the RHE Land acquired by such Mortgagee or Investor, have been satisfied.

8.5 Notices of Compliance. Within 30 days following any written request which Developer may make from time to time, City must execute and deliver to Developer (or to any party requested by Developer) a written “Notice of Compliance,” in recordable form, duly executed and acknowledged by City, that certifies:

(a) This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications;

(b) There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and

(c) Any other information reasonably requested by Developer.

The failure to deliver such a statement within such time will constitute a conclusive presumption against City that this Agreement is in full force and effect without modification except as may be represented by the Developer and that there are no uncured defaults in the performance of the Developer, except as may be represented by the Developer. Developer will have the right at Developer's sole discretion, to record the Notice of Compliance.

9.0 LEGAL CHALLENGES AND INDEMNIFICATION

9.1 Cooperation.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of or arising from any provision of the Agreement or any Project Approval or Subsequent Approval, the Parties will cooperate in defending such action or proceeding. The Parties will use best efforts to select mutually agreeable legal counsel to defend such action, and Developer will pay all compensation and costs for such legal counsel. Developer further agrees to reimburse City for all reasonable fees and costs of City's City Attorney's Office or other counsel as may be retained by City with respect to monitoring and assisting in the defense of such action or proceeding. Developer's obligation to pay for such legal fees and costs does not extend to fees and costs incurred on appeal unless otherwise authorized by Developer.

(b) The Parties agree that this Section 9.1 constitutes a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this section, which will survive such invalidation, nullification or setting aside.

9.2 Cure; Reapproval.

(a) If, as a result of any administrative, legal or equitable action or other proceeding as described in Section 9.1, all or any portion of this Agreement, Project Approvals, or Subsequent Approvals are set aside or otherwise made ineffective by any judgment (a "Judgment") in such action or proceeding (based on procedural, substantive or other deficiencies, hereinafter "Deficiencies"), the Parties agree to use their respective best efforts to sustain and reenact or readopt this Agreement, Project Approvals, and Subsequent Approvals that the Deficiencies related to, as follows, unless the Parties mutually agree in writing to act otherwise:

(i) If any Judgment requires reconsideration or consideration by City of this Agreement, Project Approval, or Subsequent Approval, then the City will consider or reconsider that matter in a manner consistent with the intent of this Agreement. If any such Judgment invalidates or otherwise makes ineffective all or any portion of this Agreement, Project Approval, or Subsequent Approval, then the Parties will cooperate and will cure any Deficiencies identified in the Judgment or upon which the Judgment is based in a manner consistent with the intent of this Agreement. City will then readopt or reenact this Agreement, Project Approval, Subsequent Approval, or any portion thereof, to which the Deficiencies related.

(ii) Acting in a manner consistent with the intent of this Agreement includes, but is not limited to, recognizing that the Parties intend that Developer may develop on the RHE Land a residential community of 114 dwelling units and country club including a golf course and tennis facilities, together with certain related and ancillary uses, and adopting such ordinances, resolutions, and other enactments as are necessary to readopt or reenact all or any portion of this Agreement, Project Approvals, and Subsequent Approvals without contravening the Judgment.

(b) The Parties agree that this Section 9.2 constitutes a separate agreement entered into concurrently, and that if any other provision of this Agreement, or the Agreement as a whole, is invalidated, rendered null, or set aside by a court of competent jurisdiction, the Parties agree to be bound by the terms of this section, which will survive such invalidation, nullification or setting aside.

9.3 Hold Harmless and Indemnification. In addition to Developer's duty to defend in Section 9.1, Developer agrees to indemnify, save, and hold harmless City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from Developer or Developer's contractors, subcontractors', agents', or employees' operations in connection with the construction of the Project, whether operations be by Developer or any of Developer's contractors, subcontractors, by anyone or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Nothing in this Section will be construed to mean that Developer must hold the City harmless from any claims arising from the negligent acts, or negligent failure to act, on the part of the City. The provisions of this Section 9.3 will survive the expiration or termination of this Agreement.

10.0 **DEFAULT; ANNUAL REVIEW; REMEDIES; TERMINATION**

10.1 Defaults.

(a) Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of 30 days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), will constitute a default under this Agreement. Any notice given pursuant to the preceding sentence ("Default Notice") must specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, will be deemed to be a cure within such 30-day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default will exist and the noticing Party will take no further action.

(b) The Parties contemplate that (i) the Residential Community will be developed by CRP and/or BRI, or their respective successors in interest, and (ii) the Country Club will be developed and operated by RHCC or its successors in interest. No breach or default

hereunder by CRP and/or BRI, or their respective successors in interest, under this Agreement may be attributed to RHCC, nor may RHCC's rights hereunder be canceled or diminished in any way by any breach or default by CRP and/or BRI, or their respective successors in interest. No breach or default hereunder by RHCC, or its successors in interest, under this Agreement may be attributed to CRP or BRI, nor may CRP's or BRI's rights hereunder be canceled or diminished in any way by any breach or default by RHCC, or its successors in interest.

10.2 Periodic Review.

(a) Conducting the Periodic Review. Annually throughout the Term, City will review the extent of Developer's good faith compliance with the terms of this Agreement. This review (the "Periodic Review") will be conducted by the City Manager or his/her designee and will be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1. Developer will reimburse City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

(b) Notice. At least ten days prior to the Periodic Review, and in the manner prescribed in Section 12.10 of this Agreement, City must deposit in the mail to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review and, to the extent practical, related exhibits concerning Developer's performance hereunder. Developer will be permitted an opportunity to respond to City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Such response must be made to the City Manager.

(c) Good Faith Compliance. During the Periodic Review, the City Manager will review Developer's good faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, the City Manager will make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the City Manager will be appealable by Developer to the City Council. If the City Manager finds and determines that Developer has not complied with such terms and conditions, the City Manager may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in Government Code sections 65867 and 65868. The costs incurred by City in connection with the Periodic Review process described herein will be shared equally by Developer and City.

(d) Failure to Properly Conduct Periodic Review. If City fails, during any calendar year, to either (i) conduct the Periodic Review or (ii) notify Developer in writing of City's determination, pursuant to a Periodic Review, as to Developer's compliance with the terms of this Agreement and such failure remains uncured as of December 31 of any year during the Term of this Agreement, such failure will be conclusively deemed an approval by City of Developer's compliance with the terms of this Agreement.

(e) Written Notice of Compliance. With respect to any year for which Developer has been determined or deemed to have complied with this Agreement, City must, within 30 days following request by Developer, provide Developer with a written notice of

compliance, in recordable form, duly executed and acknowledged by City. Developer will have the right, in Developer's sole discretion, to record such notice of compliance.

10.3 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party will be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or Subsequent Approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than City necessary for the development of the Project pursuant to this Agreement, or Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, will be deemed to create an excusable delay as to Developer. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed will be memorialized in writing. The term of any such extension will be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

10.4 Termination. If City elects to consider terminating this Agreement due to a material default of Developer, then City will give a notice of intent to terminate this Agreement and the matter will be scheduled for consideration and review by the City Council at a duly noticed and conducted public hearing. Developer will have the right to offer written and oral evidence prior to or at the time of said public hearings. If the City Council determines that a material default has occurred and is continuing, and elects to terminate this Agreement, City must give written notice of termination of this Agreement to Developer by certified mail and this Agreement will thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City's termination of this Agreement within such 30-day period, then this Agreement will remain in full force and effect until a trial court has affirmed City's termination of this Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired).

10.5 Cumulative Remedies. As part of the bargained for consideration for this Agreement, the Parties agree that any action of proceeding to cure, correct or remedy any default or to enforce any provision of this Agreement will be limited to the remedies provided in this Agreement. City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any provision of this Agreement, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. In no event may Developer or City, or any of their respective officers, officials, employees, agents or representatives be liable to the other Party for damages for any breach of violation of this Agreement, except with respect to Developer's obligation to hold harmless and indemnify City under Section 9.3 of this Agreement and Developer's obligation to pay all applicable assessments, charges, fees, taxes and other financial obligations imposed on the Project and Project Site under this Agreement. The enforceability and validity of the above limitations on the remedies available to the Parties, including, the specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated

consideration for City's consent to enter into this Agreement, and it is acknowledged that City would not have entered into this Agreement if it were to be liable in damages under this Agreement. In the event Developer or any Assuming Transferee or other successor-in-interest or assignee seeks or accepts damages in any action or proceeding brought for breach or violation of this Agreement or to enforce any provisions of this Agreement, such claim for or award of damages will destroy City's consideration supporting City's consent to enter into this Agreement, and will, in turn, entitle City to immediately impose whatever terms, conditions, ordinances, fees, or exactions City deems appropriate, and further will entitle City, at its option, to undertake to revoke any entitlements granted under this Agreement, irrespective of any provision to the contrary contained in this Agreement.

10.6 California Law; Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California. Venue for all legal proceedings related to or arising under this Agreement will be in the Superior Court for the County of Los Angeles.

10.7 Resolution of Disputes. With regard to any dispute involving development of the RHE Project, the resolution of which is not provided for by this Agreement or Applicable Law, Developer must, at City's request, meet with City. The parties to any such meetings will attempt in good faith to resolve any such disputes. Nothing in this Section will in any way be interpreted as requiring that Developer and City and/or City's designee reach agreement with regard to those matters being addressed, nor will the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to by the parties to such meetings.

11.0 **NO AGENCY, JOINT VENTURE OR PARTNERSHIP**

It is specifically understood and agreed to by and between the Parties that: (i) the Project is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Project Approvals or Subsequent Approvals; (iii) Developer will have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, the Project Approvals, Subsequent Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith will be construed as creating any such relationship between City and Developer.

12.0 **MISCELLANEOUS**

12.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

12.2 Enforceability. City and Developer agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement is enforceable by any Party notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific

plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by City that changes, alters or amends the rules, regulations and policies applicable to the development of the RHE Land at the time of the approval of this Agreement as provided by Government Code section 65866.

12.3 Findings. City hereby finds and determines that execution of this Agreement furthers public health, safety and general welfare and that the provisions of this Agreement are consistent with the General Plan.

12.4 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either City or Developer may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other Party.

12.5 Other Necessary Acts. Each Party agrees to execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals, Subsequent Approvals and this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

12.6 Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals or Subsequent Approvals will be deemed to refer to the Agreement, Project Approval or Subsequent Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both City and Developer, and no presumption or rule that ambiguities will be construed against the drafting party will apply to the interpretation or enforcement of this Agreement.

12.7 Covenants Running with the Land. All of the provisions contained in this Agreement are binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of the RHE Land, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement are enforceable as equitable servitudes and constitute covenants running with the land pursuant to California law including, without limitation, Civil Code section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the RHE Project, as appropriate, runs with the RHE Land and is binding upon the owner of all or a portion of the RHE Land and each successive owner during its ownership of such property.

12.8 Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective Party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

12.9 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and will not be construed, to benefit or be enforceable by any other person whatsoever.

12.10 Notices. Any notice or communication required hereunder between City or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal or other similar courier promising overnight delivery. If personally delivered, a notice will be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication will be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday will be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication will be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party may at any time, by giving ten days written notice to the other Party, designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications must be given to the Parties at their addresses set forth below:

If to City, to: City of Rolling Hills Estates
 4045 Palos Verdes Drive North
 Rolling Hills Estates, CA 90274
 Attn: City Manager

With Copies to: Burke, Williams & Sorensen, LLP
 444 S. Flower St., Suite 2400
 Los Angeles, CA 90071
 Attn: City Attorney for Rolling Hills Estates

If to CRP, to: Chandler Ranch Properties LLC
 Attn: John D. Robertson
 P.O. Box 295
 Lomita, California 90717

If to BRI, to: BRI LLC
 Attn: John D. Robertson
 P.O. Box 295
 Lomita, California 90717

If to RHCC, to: Rolling Hills Country Club
 Attn: General Manager
 26311 Palos Verdes Drive East
 Rolling Hills Estates, California 90274

With Copies to: Cox, Castle & Nicholson LLP
 2049 Century Park East, 28th Floor
 Los Angeles, CA 90067
 Attn: John F. Nicholson, Esq.

12.11 Entire Agreement, Counterparts And Exhibits. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement consists of [] pages and [] exhibits which constitute in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City and the Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A: Depiction of Project Site

Exhibit B-1: Description of RHE Land in City Prior to Completion of Annexation Proceedings

Exhibit B-2: Description of RHE Land to be Annexed by City Upon Completion of Annexation Proceedings

Exhibit C: Project Site Plan

Exhibit D: List of Approved Plans

Exhibit E: Phase I Development Schedule

Exhibit F: Form of Transfer Agreement

12.12 Recordation of Agreement. Pursuant to Government Code section 65868.5, no later than ten days after City enters into this Agreement, the City Clerk will

cause to be recorded an executed copy of this Agreement in the Official Records of the County of Los Angeles.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF ROLLING HILLS ESTATES,
a municipal corporation of the State of California

By: _____
Steven Zuckerman, Mayor

Approved as to form:

By: _____
Robert Tyson, City Attorney

Attest:

By: _____
Doug Prichard, City Clerk

[signatures continue on following page]

DEVELOPER:

CHANDLER RANCH PROPERTIES LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRI LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ROLLING HILLS COUNTRY CLUB
a California non-profit mutual benefit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT A
DESCRIPTION OF PROJECT SITE
(Attached)

Exhibit A
City of Rolling Hills Estates
Development Agreement

Legal Description of Properties:

1. Chandler Ranch Properties, LLC

PARCEL 1:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT WITH THE CENTER LINE OF NARBONNE AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 24, 1914 AS INSTRUMENT NO. 70, IN BOOK 5872 PAGE 175 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG THE SOUTHERLY LINE, NORTH 89° 59' 45" WEST 284.25 FEET, MORE OR LESS, FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID CENTER LINE, NORTH 57° 35' 30" EAST 5.15 FEET, MORE OR LESS TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 900 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 119.38 FEET TO THE NORTHEASTERLY END THEREOF; THENCE TANGENT TO SAID CURVE NORTH 49° 60' 30" EAST 156.96 FEET TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500 FEET; THENCE ALONG A RADIAL LINE OF THE LAST MENTIONED CURVE, NORTH 40° 00' 30" WEST 40 FEET TO A POINT IN THE NORTHWESTERLY LINE OF NARBONNE AVENUE AS ESTABLISHED BY SAID DEED, SAID LAST MENTIONED POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 74° 33' WEST 223.44 FEET; THENCE NORTH 67° 57' 30" WEST 442.04 FEET; THENCE WESTERLY IN A DIRECT LINE TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO RAYMOND F. HEPP, RECORDED JUNE 15, 1929 AS DOCUMENT NO. 403, IN BOOK 8187 PAGE 5, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED, 550 FEET TO AN ANGLE POINT ON SAID SOUTHWESTERLY LINE; THENCE NORTHWESTERLY, CONTINUING ALONG SAID SOUTHWESTERLY LINE, 411.71 FEET TO THE SOUTHEASTERLY LINE OF PENNSYLVANIA AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED JANUARY 10, 1921 AS INSTRUMENT NO. 375, IN BOOK 19 PAGE 43, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG THE VARIOUS COURSES AND CURVES OF SAID

SOUTHEASTERLY LINE, TO THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO TORRANCE LINE AND FERTILIZER COMPANY, RECORDED MAY 3, 1919 AS INSTRUMENT NO. 79, IN BOOK 6839 PAGE 194 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF SAID LOT A; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 59' 45" EAST 1907.52 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF NARBONNE AVENUE, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 5872 PAGE 175 OF DEEDS; THENCE NORTHEASTERLY ALONG THE VARIOUS COURSES AND CURVES OF SAID NORTHWESTERLY LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 4, 1987 AS INSTRUMENT NO. 87-1434828, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT WITH THE CENTER LINE OF NARBONNE AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 24, 1914 AS INSTRUMENT NO. 70, IN BOOK 5872 PAGE 175 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY LINE, NORTH 89° 59' 45" WEST 284.25 FEET MORE OR LESS, FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID CENTER LINE, NORTH 57° 35' 30" EAST 5.15 FEET, MORE OR LESS TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 900 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 119.38 FEET TO THE NORTHEASTERLY END THEREOF; THENCE TANGENT TO SAID CURVE NORTH 49° 60' 30" EAST 156.96 FEET TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500 FEET; THENCE ALONG A RADIAL LINE OF THE LAST MENTIONED CURVE NORTH 40° 00' 30" WEST 40 FEET TO THE NORTHEASTERLY LINE OF NARBONNE AVENUE AS ESTABLISHED BY SAID DEED; THENCE NORTH 74° 33' WEST 223.44 FEET; THENCE NORTH 67° 57' 30" WEST 442.04 FEET; THENCE NORTH 0° 05' 30" EAST 570.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY IN A DIRECT LINE TO THE POINT IN THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO RAYMOND F. HEPP, RECORDED JUNE 15, 1919 AS INSTRUMENT NO. 403, IN BOOK 8187 PAGE 5, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAS MENTIONED POINT BEING DISTANT ALONG SAID PROLONGATION NORTH 12° 19' 30" EAST 130.07 FEET FROM THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE NORTH 44° 57' 30" WEST 287.25 FEET; THENCE NORTH 59° 57' WEST 509.55 FEET TO THE EASTERLY LINE OF PENNSYLVANIA DRIVE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED JANUARY 10, 1921 AS INSTRUMENT NO. 375, IN BOOK 19 PAGE 43, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE VARIOUS COURSES AND CURVES OF SAID EASTERLY LINE TO A LINE PARALLEL WITH AND DISTANT SOUTHERLY 16.50 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LOTS 86 AND 87 OF TRACT NO. 848, AS PER MAP RECORDED IN BOOK 16 PAGES 90 AND 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE EASTERLY ALONG SAID PARALLEL LINE AND ALONG THE EASTERLY PROLONGATION OF SAID PARALLEL LINE TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO NARBONNE RANCHO WATER COMPANY NO. 5, RECORDED OCTOBER 27, 1913 AS INSTRUMENT NO. 85, IN BOOK 5638 PAGE 56 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND ALONG THE WESTERLY LINE OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO W.F. HOLLINGSWORTH AND COMPANY, RECORDED ON JUNE 13, 1929 AS INSTRUMENT NO. 1584, IN BOOK 8183 PAGE 209, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, 330.83 FEET MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF SAID LAST MENTIONED DEED, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 2 OF SAID LAST MENTIONED DEED, 117 FEET TO THE SOUTHERLY PROLONGATION OF THE MOST EASTERLY LINE OF THE LAND DESCRIBED IN SAID DEED TO NARBONNE RANCHO WATER COMPANY NO. 5; THENCE NORTHERLY ALONG SAID SOUTHERLY PROLONGATION AND ALONG SAID MOST EASTERLY LINE AND ALONG THE NORTHERLY PROLONGATION OF SAID MOST EASTERLY LINE, TO THE EASTERLY PROLONGATION OF A LINE PARALLEL WITH A DISTANT SOUTHERLY 16.50 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF LOT 87 OF SAID TRACT 848, THENCE EASTERLY ALONG SAID EASTERLY PROLONGATION TO A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 16.50 FEET, MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF SAID LOT A; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO THE WESTERLY LINE OF NARBONNE AVENUE, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 5872 PAGE 175 OF DEEDS, THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE WESTERLY AND SOUTHWESTERLY

LINE OF NARBONNE AVENUE, AS TO ESTABLISHED, TO THE SOUTHERLY LINE OF NARBONNE AVENUE, AS TO ESTABLISHED, TO THE SOUTHERLY LINE OF 262ND STREET, FORMERLY CYPRESS AVENUE, AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED JUNE 13, 1929 AS INSTRUMENT NO. 1586 IN BOOK 8112 PAGE 361, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE VARIOUS COURSES AND CURVES OF THE SOUTHERLY LINE OF SAID LAND DESCRIBED IN SAID LAST MENTIONED DEED AS FOLLOWS; NORTH 77° 09' 15" WEST 146.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 444.06 FEET; WESTERLY ALONG SAID LAST MENTIONED CURVE 111.73 FEET, SOUTH 68° 25' 45" WEST 200 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH AND HAVING A RADIUS OF 472.45 FEET; WESTERLY ALONG SAID LAST MENTIONED CURVE 111.32 FEET; NORTH 78° 04' 15" WEST 100 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 333.18 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE 69.28 FEET; THENCE SOUTH 89° 58' 45" WEST 196 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE LEAVING SAID LAST MENTIONED SOUTHERLY LINE, SOUTH 0° 12' 50" EAST 590.36 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 4, 1987 AS INSTRUMENT NO. 87-1434828, OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT 153 OF TRACT NO. 15, IN THE CITY OF ROLLONG HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 189 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 153 WITH A LINE PARALLEL WITH AND DISTANT NORTHERLY 123.80 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHERLY LINE OF SAID LOT; THENCE WESTERLY ALONG SAID PARALLEL LINE 695.17 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THE LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED RECORDED AUGUST 7, 1916 AS INSTRUMENT NO. 143 IN BOOK 6308 PAGE 88 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTHERLY ALONG THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND CONVEYED TO SAID DEED, 123.80 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF SAID LOT; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 695.17 FEET, MORE OR LESS TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 123.80 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE WESTERLY 25 FEET OF PENNSYLVANIA AVENUE, VACATED, ADJOINING SAID LAND.

PARCEL 4:

THAT PORTION OF LOT A OF TRACT NO. 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF SOUTHERLY LINE OF SAID LOT WITH THE CENTERLINE OF NARBONNE AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES,

THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY LINE, NORTH 89° 59' 45" WEST 284.25 FEET, MORE OR LESS, FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID CENTER LINE, NORTH 57° 35' 30" EAST 5.15 FEET, MORE OR LESS, TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 900 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 119.38 FEET TO THE NORTHEASTERLY AND THEREOF; THENCE TANGENT TO SAID CURVE NORTH 49° 50' 30" EAST 156.96 FEET TO THE SOUTHEASTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500 FEET; THENCE ALONG A RADIAL LINE OF SAID LAST MENTIONED CURVE, NORTH 40° 00' 30" WEST 40 FEET TO A POINT IN THE NORTHWESTERLY LINE OF NARBONNE AVENUE AS ESTABLISHED BY SAID DEED, SAID LAST MENTIONED POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 74° 33' WEST 223.44 FEET; THENCE NORTH 67° 57' 30" WEST 442.04 FEET; THENCE NORTH 0° 05' 30" EAST 570.70; THENCE NORTH 44° EAST 202.70 FEET; THENCE NORTH 72° 08' 30" EAST 199.00 FEET THENCE SOUTH 68° 20' EAST 504.24 FEET; THENCE SOUTH 58° 40' 40" EAST 255.77, MORE OR LESS, TO THE WESTERLY LINE OF NARBONNE AVENUE, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 5872 PAGE 175 OF DEEDS, THENCE ALONG SAID WESTERLY LINE AS FOLLOWS: SOUTH 9° 22' 13" WEST 16.12 FEET, MORE OR LESS, TO THE BEGINNING OF A TANGENT CURVE THEREIN, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 760 FEET; SOUTHERLY ALONG SAID CURVE 336.37 FEET; TANGENT TO SAID CURVE, SOUTH 34° 43' 43" WEST 324.28 FEET TO THE BEGINNING OF A TANGENT CURVE THEREIN, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 460 FEET; AND SOUTHWESTERLY ALONG SAID CURVE 122.53 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 4, 1987 AS INSTRUMENT NO. 87-1434828, OFFICIAL RECORDS.

SAID LAND IS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 45 PAGE 6 OF RECORD OF SURVEYS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF LOT A TRACT NO. 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT WITH THE CENTER LINE OF NARBONNE AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 24, 1914 AS INSTRUMENT NO. 70 IN BOOK 5872 PAGE 175 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY LINE, NORTH 89° 59' 45" WEST 284.25 FEET, MORE OR LESS, FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID CENTER LINE, NORTH 57° 35' 30" EAST 5.15 FEET, MORE OR LESS, TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 90 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 119.38 FEET TO THE NORTHEASTERLY END THEREOF; THENCE TANGENT TO SAID CURVE NORTH 49° 50' 30" EAST 156.96 FEET TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500 FEET; THENCE ALONG A RADIAL LINE OF SAID LAST MENTIONED CURVE NORTH 40° 00' 30" WEST 40 FEET TO THE NORTHWESTERLY LINE OF NARBONNE AVENUE, AS ESTABLISHED BY SAID DEED; THENCE NORTH 74° 33' WEST 223.44 FEET; THENCE NORTH 67° 57' 30" WEST 442.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 05' 30"

EAST 570.70 FEET; THENCE WESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE THE LAND DESCRIBED IN THE DEED TO RAYMOND F. HEPP, RECORDED JUNE 15, 1929 AS INSTRUMENT NO. 403 IN BOOK 8187 PAGE 5 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID LAST MENTIONED POINT BEING DISTANCE ALONG SAID PROLONGATION, NORTH 12° 19' 30" EAST 130.07 FEET FROM THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE ALONG SAID PROLONGATION AND ALONG SAID SOUTHEASTERLY LINE, SOUTH 12° 19' 30" WEST 611.41 FEET TO THE MOST SOUTHERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE EASTERLY IN A DIRECT LINE TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

LOT 154 OF TRACT 15, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 189 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH THE WESTERLY 25 FEET OF PENNSYLVANIA AVENUE, VACATED, ADJOINING SAID LAND ON THE EAST.

EXCEPT THAT PORTION OF SAID LOT LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND CONVEYED TO STANDARD OIL COMPANY, BY DEED RECORDED ON AUGUST 7, 1916 AS INSTRUMENT NO. 143 IN BOOK 6308 PAGE 88 OF DEEDS, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

THAT PORTION OF LOT A; OF TRACT NO. 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT WITH THE CENTER LINE OF NARBONNE AVENUE AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 24, 1914 AS INSTRUMENT NO. 70, IN BOOK 5872 PAGE 175 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID INTERSECTION BEING DISTANT ALONG SAID SOUTHERLY LINE, NORTH 89° 59' 45" WEST 284.25 FEET, MORE OR LESS, FROM THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE ALONG SAID CENTER LINE, NORTH 57° 35' 30" EAST 5.15 FEET, MORE OR LESS, TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 900 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, 119.38 FEET TO THE NORTHEASTERLY END THEREOF; THENCE TANGENT TO SAID CURVE NORTH 49° 59' 30" EAST 156.96 EFFECT TO THE SOUTHWESTERLY TERMINUS OF THAT CURVE IN SAID CENTER LINE DESCRIBED IN SAID DEED AS CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 500 FEET; THENCE ALONG A RADIAL LINE OF SAID LAST MENTIONED CURVE, NORTH 40° 00' 30" WEST 40 FEET TO THE NORTHWESTERLY LINE OF NARBONNE AVENUE AS ESTABLISHED BY SAID DEED; THENCE NORTH 74° 33' WEST 223.44 FEET; THENCE NORTH 47° 57' 30" WEST 442.04 FEET; THENCE NORTH 0° 05' 30" EAST 570.70 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 44° 44' EAST 202.70 FEET; THENCE NORTH 72° 08' 30" EAST 199 FEET; THENCE SOUTH 68° 20' EAST 504.24 FEET; THENCE SOUTH 58 40' EAST 255.77 FEET, MORE OR LESS, TO THE WESTERLY LINE OF NARBONNE AVENUE, AS ESTABLISHED BY SAID DEED RECORDED IN BOOK 5872 PAGE 175 OF DEEDS, THENCE NORTHERLY AND NORTHWESTERLY ALONG THE WESTERLY AND SOUTHWESTERLY LINE OF NARBONNE AVENUE, AS SO ESTABLISHED, TO THE SOUTHERLY LINE OF 262ND STREET, FORMERLY CYRESS AVENUE, AS ESTABLISHED BY THE DEED TO THE COUNTY OF LOS ANGELES,

RECORDED JUNE 13, 1929 AS INSTRUMENT NO. 1586 IN BOOK 8112 PAGE 361 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE ALONG THE VARIOUS COURSES AND CURVES OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN SAID LAST MENTIONED DESCRIBED AS FOLLOWS:

NORTH 77 DEGREES 09 MINUTES 15 SECONDS WEST 146.24 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING, A RADIUS OF 44.06 FEET; WESTERLY ALONG SAID LAST MENTIONED CURVE 111.73 FEET; SOUTH 88 DEGREES 25 MINUTES 45 SECONDS WEST 200 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 472.45 FEET; WESTERLY ALONG SAID LAST MENTIONED CURVE 111.32 FEET; NORTH 78 DEGREES 04 MINUTES 14 SECONDS WEST 100 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 332.18 FEET; WESTERLY ALONG SAID LAST MENTIONED CURVE 69.28 FEET, AND SOUTH 89 DEGREES 58 MINUTES 45 SECONDS WEST 196 FEET TO THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN SAID LAST MENTIONED DEED; THENCE LEAVING SAID LAST MENTIONED SOUTHERLY LINE, SOUTH 0 DEGREES 12 MINUTES 50 SECONDS EAST 590.36 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND AS DESCRIBED IN THE DEED RECORDED SEPTEMBER 4, 1987 AS INSTRUMENT NO. 87-1434828, OFFICIAL RECORDS.

PARCEL 8:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, 550 FEET; THENCE NORTH 0 DEGREES 1 MINUTE 45 SECONDS WEST 624 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST FROM WHICH THE CENTER OF THE CIRCLE OF WHICH SAID CURVE IS AN ARC, BEARS NORTH 21 DEGREES 16 MINUTES WEST 20 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 22.89 FEET; THENCE SOUTH 85 DEGREES 8 MINUTES WEST 54.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 260 FEET, THENCE ALONG SAID LAST MENTIONED CURVE WESTERLY 78.66 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES WEST 40.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 90.91 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE 95.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 190 FEET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE 67.98 FEET; THENCE NORTH 72 DEGREES 12 MINUTES WEST 52.58 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 200 FEET; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED CURVE, 94.25 FEET; THENCE NORTH 45 DEGREES 12 MINUTES WEST 111.89 FEET TO THE WEST LINE OF SAID LOT; THENCE SOUTH 0 DEGREES 1 MINUTE WEST ALONG THE WEST LINE OF SAID LOT, 768.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 25 FEET THEREON CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 38 PAGE 46 OFFICIAL RECORDS.

ALSO EXCEPTING FROM SAID LAND, ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A

DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED FROM SOUTHWESTERN PORTLAND CEMENT COMPANY, A CORPORATION, RECORDED MAY 27, 1955, AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE

PARCEL 9:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT A WITH A CENTER LINE OF PENNSYLVANIA DRIVE, AS CONVEYED TO THE COUNTY OF LOS ANGELES BY DEED RECORDED IN BOOK 19, PAGE 43, OFFICIAL RECORDS OF SAID COUNTY; THENCE FOLLOWING THE VARIOUS COURSES AND CURVES OF SAID CENTER LINE SOUTH 45° 12' EAST 111.89 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST TANGENT TO SAID COURSE AND HAVING A RADIUS OF 200 FEET; THENCE EASTERLY ALONG SAID CURVE 94.25 FEET; THENCE TANGENT TO SAID CURVE SOUTH 72° 12' EAST 52.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 190 FEET, THENCE EASTERLY ALONG SAID CURVE 76.98 FEET TO THE BEGINNING OF A REVERSING CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 90.91 FEET; THENCE EASTERLY ALONG SAID CURVE 95.99 FEET; THENCE TANGENT TO SAID CURVE NORTH 67° 48' EAST 40.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 260 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 78.66 FEET; THENCE TANGENT TO SAID CURVE NORTH 85° 08' EAST 54.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 60.50 FEET TO THE BEGINNING OF A REVERSING COURSE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 640.56 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 130.43 FEET; THENCE TANGENT TO SAID CURVE NORTH 53° 28' EAST 104.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 160 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 60.97 FEET; THENCE TANGENT TO SAID CURVE NORTH 31° 38' EAST 31.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 170 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 86.29 FEET; THENCE TANGENT TO SAID CURVE 86.29 FEET; THENCE TANGENT TO SAID CURVE NORTH 60° 43' EAST 90.21 FEET TO THE BEGINNING OF A CURVE TO THE NORTHWEST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 80 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 89.03 FEET; THENCE TANGENT TO SAID CURVE NORTH 3° 02' 40" WEST 11.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 100 FEET, THENCE NORTHERLY ALONG SAID CURVE 56.68 FEET; TANGENT TO SAID CURVE NORTH 29° 26' EAST 108.87 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 66.36 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 45.94 FEET TO THE POINT IN THE SOUTHERLY LINE OF THE LAND DESCRIBED IN DEED TO EDWARD SIDEBOTHAM AND J.O. MOORE, RECORDED IN BOOK 6677 PAGE 102 OF DEEDS, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LAND SO DESCRIBED IN SAID DEED TO EDWARD SIDEBOTHAM AND J. O. MOORE, ALONG A CURVE CONCAVE TO THE NORTH, TANGENT TO THE LAST MENTIONED CURVE AND HAVING A RADIUS OF 110.61 FEET, A DISTANCE OF 72.92 FEET TO THE BEGINNING OF A REVERSING CURVE CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 330 FEET; THENCE WESTERLY ALONG SAID CURVE 185.97 FEET TO THE BEGINNING OF A REVERSING CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 100 FEET; THENCE SOUTHERLY ALONG SAID CURVE 67.52 FEET; THENCE TANGENT TO SAID CURVE NORTH 63° 06' WEST 74.66 FEET SOUTHWEST CORNER OF THE LAND SO DESCRIBED IN SAID DEED TO EDWARD SIDEBOTHAM AND J.O. MOORE; THENCE ALONG THE WESTERLY LINE OF THE LAND SO DESCRIBED NORTH 330.97 FEET TO THE NORTHWEST CORNER OF SAID LAND; THENCE

ALONG THE NORTHERLY LINE OF SAID LAND SO DESCRIBED NORTH 89° 57' EAST 473.89 FEET TO THE NORTHEAST CORNER OF SAID LAND; THENCE ALONG THE EASTERLY LINE OF THE LAND SO DESCRIBED SOUTH 141.77 FEET; THENCE SOUTH 63° 28' EAST 20 FEET TO THE CENTER LINE OF SAID PENNSYLVANIA DRIVE; THENCE ALONG SAID CENTER LINE ALONG A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 120 FEET; DISTANCE OF 41.89 FEET TO THE BEGINNING OF A COMPOUNDING CURVE CONCAVE TO THE BEGINNING OF A REVERSING CURVE CONCAVE TO THE EAST, AND HAVING A RADIUS OF 300 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 104.72 FEET TO THE BEGINNING OF A REVERSING CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 350.82 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 111.99 FEET; THENCE TANGENT TO SAID CURVE NORTH 48° 14' 15" EAST 202.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, TANGENT TO THE LAST MENTIONED COURSE AND HAVING A RADIUS OF 100 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 77.88 FEET; THENCE NORTH 3° 37' EAST 85.60 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN DEED TO O.T. JOHNSON CORPORATION, RECORDED IN BOOK 7295 PAGE 123 OF SAID DEED RECORDS; THENCE ALONG THE SOUTH LINE OF THE LAND SO DESCRIBED 8W 261.75 FEET TO THE EAST LINE OF PENNSYLVANIA AVENUE, AS SHOWN ON MAP OF TRACT 954; THENCE ALONG PENNSYLVANIA AVENUE SOUTH 185.18 FEET TO THE SOUTHERLY TERMINUS OF SAID AVENUE; THENCE ALONG THE NORTH LINE OF SAID LOT A, WEST 1325.68 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE ALONG THE WEST LINE OF SAID LOT A SOUTH 0° 01' WEST 959.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ANY PORTION THEREOF WHICH LIES WITHIN THE LINE OF PENNSYLVANIA AVENUE AND PENNSYLVANIA DRIVE AS VACATED IN DOCUMENT RECORDED SEPTEMBER 17, 1963 AS INSTRUMENT NO. 3875 IN BOOK D2915 PAGE 127 OFFICIAL RECORDS.

PARCEL 10:

THAT PORTION OF LOT A TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 1, A POINT DISTANT SOUTH 44° 24' WEST 144.48 FEET FROM THE SOUTHWEST CORNER OF PENNSYLVANIA AVENUE, AS SHOWN ON SAID MAP; THENCE SOUTH 141.77 TO STATION 2; THENCE SOUTH 63° 28' 20" EAST 20 FEET TO STATION 3, A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 120 FEET; AND THE CENTER OF A CIRCLE OF WHICH SAID CURVE IS AN ARC BEARING DISTANT FROM SAID LAST MENTIONED POINT, SOUTH 63° 28' 20" EAST 120 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 37.70 FEET TO STATION 4; THENCE SOUTH 8° 31' 40" WEST 115.37 FEET TO STATION 5, AT THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 110.61 FEET; THENCE SOUTHERLY AND WESTERLY ALONG SAID CURVE 196.86 FEET TO STATION 6, AT THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 330 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE 185.97 FEET TO STATION 7 AT THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 100 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE 67.52 FEET TO STATION 8; THENCE NORTH 63° 6' WEST 74.66 FEET TO STATION 9; THENCE NORTH 330.97 FEET TO STATION 10; THENCE NORTH 89° 57' EAST 473.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ANY PORTION THEREOF WHICH LIES WITHIN THE LINES OF PENNSYLVANIA DRIVE AND PENNSYLVANIA AVENUE AS VACATED IN DOCUMENT RECORDED SEPTEMBER 17 1963 AS INSTRUMENT NO. 3875.

PARCEL 1:

ALL RIGHTS, TITLE AND INTEREST IN AND TO THAT CERTAIN PARCEL OF REAL ESTATE DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 50 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED JANUARY 10, 1921 AS INSTRUMENT NO. 375, IN BOOK 19 PAGE 43, OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT THAT PORTION LYING NORTHERLY OF A LINE PARALLEL WITH AND 16.50 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF LOT 86 OF TRACT 848, AS PER MAP RECORDED IN BOOK 16 PAGES 90 AND 91 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

THAT PORTION OF LOT A OF TRACT NO. 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY END OF THAT CERTAIN COURSE IN THE SOUTHEASTERLY LINE OF A STRIP OF LAND 50 FEET IN WIDTH, KNOWN AS PENNSYLVANIA AVENUE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 38 PAGE 46 OFFICIAL RECORDS, OF SAID COUNTY SAID COURSE BEING DESCRIBED IN SAID DEED AS HAVING A BEARING OF SOUTH 60° 43' WEST AND A LENGTH OF 90.21 FEET; THENCE NORTHEASTERLY ALONG SAID AVENUE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 105 FEET, A DISTANCE OF 116.85 FEET; THENCE STILL ALONG SAID AVENUE NORTH 3° 02' 00" WEST 11.66 FEET TO THE BEGINNING OF A CURVE IN THE EAST LINE OF SAID AVENUE, HAVING A RADIUS OF 75 FEET; THENCE NORTHERLY ALONG SAID CURVE 42.51 FEET; THENCE NORTH 29° 26' EAST 108.87 FEET TO THE BEGINNING OF A CURVE IN SAID EAST LINE, HAVING A RADIUS OF 41.36 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 28.63 FEET TO THE BEGINNING OF A REVERSING CURVE IN SAID EAST LINE HAVING A RADIUS OF 135.61 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 115.91 FEET; THENCE LEAVING THE EAST LINE OF SAID PENNSYLVANIA AVENUE, SOUTH 59° 57' EAST 454.95 FEET; THENCE SOUTH 44° 57' 30" EAST 343.13 FEET; THENCE SOUTH 12° 19' 30" WEST 481.34 FEET; THENCE NORTH 44° 57' 30" WEST 550 FEET; THENCE NORTH 59° 57' WEST 411.71 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

THAT PORTION OF LOT A OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE EASTERLY LINE OF THE 50 FOOT STRIP OF LAND KNOWN AS PENNSYLVANIA AVENUE, AS DESCRIBED IN DEED RECORDED IN BOOK 38 PAGE 46 OFFICIAL RECORDS, SAID POINT BEING THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO RAYMOND F. HEPP, RECORDED JUNE 15, 1929 AS INSTRUMENT NO. 403 IN BOOK 8187 PAGE 5 OFFICIAL RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND SOUTH 59° 57' EAST 454.95 FEET AND SOUTH 44° 57' 50" EAST 343.13 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 2 IN THE DEED TO CHANDLER PALOS VERDES SAND AND GRAVEL COMPANY, RECORDED NOVEMBER 16, 1948 AS INSTRUMENT NO. 584

IN BOOK 26732 PAGE 85 OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE NORTH 12 19' 30" EAST 130.07 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN DEED TO CHANDLER'S PALOS VERDES SAND AND GRAVEL COMPANY, RECORDED ON NOVEMBER 19, 1947 AS INSTRUMENT NO. 810 IN BOOK 25726 PAGE 334, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 44° 57' 30" WEST 287.25 FEET AND NORTH 59° 57' WEST 509.55 TO SAID EASTERLY LINE OF PENNSYLVANIA AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE POINT OF BEGINNING.

PARCEL 14:

THOSE PORTIONS OF LOTS 153 AND 154 OF TRACT NO. 15 IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 189 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WESTERLY AND ON THE WESTERLY LINE, AND THE NORTHERLY AND SOUTHERLY PROLONGATION THEREOF OF THE PARCEL OF LAND CONVEYED TO STANDARD OIL COMPANY OF CALIFORNIA BY DEED RECORDED IN BOOK 6308 PAGE 88 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF THE LAND DESCRIBED IN PARCEL 3 OF THAT CERTAIN LEASE BETWEEN CHANDLER'S PALOS VERDES SAND AND GRAVEL COMPANY AND SKYLINE MOBILE PARK, INC., RECORDED ON APRIL 28, 1971 AS DOCUMENT NO. 3280 IN BOOK M3752 PAGE 907 OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHERLY LINE BEING THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF FIRST PARCEL OF EXHIBIT "B" DESCRIBED IN DOCUMENT NO. 568 RECORDED JANUARY 16, 1961 IN BOOK M685 PAGE 375 OF SAID OFFICIAL RECORDS.

PARCEL 15:

THAT PORTION OF LOT "A" OF TRACT 954, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF PENNSYLVANIA AVENUE, DISTANT SOUTH 16.50 FEET FROM THE SOUTHEAST CORNER OF LOT 86 OF TRACT 848, RECORDED IN BOOK 16 PAGE 80 OF SAID MAP RECORDS; THENCE EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 86, 252.68 FEET TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100 FEET, RADIAL LINE TO SAID CURVE AT SAID POINT BEARING SOUTH 64° 5' 15" WEST; THENCE SOUTHERLY ALONG SAID CURVE 51.54 FEET; THENCE SOUTH 3° 37' WEST 12.33 FEET THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 86, 261.75 FEET TO THE EAST LINE OF PENNSYLVANIA AVENUE; THENCE NORTH 62.32 FEET TO THE POINT OF BEGINNING TOGETHER WITH THE EAST 25 FEET OF PENNSYLVANIA AVENUE, VACATED, ADJOINING SAID LAND ON THE WEST.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 19 PAGE 43 OF OFFICIAL RECORDS.

PARCEL 16:

LOTS 2, 3 AND 4 OF TRACT 9765, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 TO 12 INCLUSIVE OF SAID MAP RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOTS 3 AND 4 LYING SOUTHERLY OF A LINE DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID LOT 4, DISTANT THEREON NORTH 00° 25' EAST 650.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE SOUTH 61° 19' 18" EAST 1136.97 FEET TO THE WESTERLY LINE OF TRACT NO. 984, AS PEK MAP RECORDED IN BOOK 17 PAGE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND, AS DESCRIBED IN THE DOCUMENT RECORDED JANUARY 16, 1961 AS INSTRUMENT NO. 558 OF OFFICIAL RECORDS OF THE COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND, AS DESCRIBED IN THE DOCUMENT RECORDED FEBRUARY 6, 1969 AS INSTRUMENT NO. 56 OF OFFICIAL RECORDS OF SAID COUNTY.

EXCEPTING FROM SAID LOT 4, ONE-HALF OF ALL CRUDE PETRROLEUM, OIL, ASPHALTUM, TAR, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM, PRECIOUS STONES AND OF ALL OTHER MINERALS AND METALS OF EVERY KIND, DESCRIPTION AND CLASS (EXCEPTING ONLY LIMESTONE, SAND, GRAVEL, CLAY AND NON-MINERAL BEARING ROCK) LYING IN AND UNDER SAID LOT, AS RESERVED IN THE DEED FROM WESTON INVESTMENT COMPANY OF TORRANCE LIME AND FERTILIZER COMPANY, RECORDED MAY 21, 1930, AS INSTRUMENT NO. 833 IN BOOK 9900 PAGE 287, OFFICIAL RECORDS.

ALSO EXCEPTING ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED FROM SOUTHWESTERN PORTLAND CEMENT COMPANY, A CORPORATION, RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326 OFFICIAL RECORDS.

That portion of Lot "A" of Tract No. 954 in the City of Rolling Hills Estates, County of Los Angeles, State of California, as shown by a map on file in Book 17, Pages 16 of Maps, records of said county, described as follows:

Parcel A

A strip of land 140.00 feet wide, lying 60.00 feet westerly and northwesterly and 80.00 feet easterly of the following described line:

Beginning at a point in the centerline of Narbonne Avenue, 80.00 feet wide, as shown on County Surveyor's Map No. B-843-1 on file in the office of the County Surveyor of said County, said centerline having a bearing of North 00°20'36" East for the purpose of this description, said point designated "50+94.49 B.C.- set spike, tin and washer..." on said County Surveyors Map, said point also being the beginning of a tangent curve concave easterly having a radius of 1500.00 feet; thence southerly 204.79 feet along said curve through a central angle of 7°49'21"; thence tangent from said curve South 7°28'45" East 495.79 feet to a tangent curve

concave northwesterly having a radius of 1150.00 feet; thence southwesterly 1375.08 feet along said curve through a central angle of $68^{\circ}30'36''$; thence tangent from said curve South $61^{\circ}01'51''$ West 293.47 feet to the terminus of said strip.

Excepting therefrom the northeasterly 16.5 feet of said Lot A.

Also excepting therefrom that portion lying easterly of the westerly right of way of said Narbonne Road.

Parcel B

A strip of land 85.00 feet wide, lying 85.00 feet westerly of the following described line:

Commencing at a point in the centerline of Narbonne Avenue, 80.00 feet wide, as shown on County Surveyor's Map No. B-843-1 on file in the office of the County Surveyor of said County, said centerline having a bearing of North $00^{\circ}20'36''$ East for the purpose of this description, said point designated "50+94.49 B.C.- set spike, tin and washer..." on said County Surveyors Map, said point also being the beginning of a tangent curve concave easterly having a radius of 1500.00 feet; thence southerly 204.79 feet along said curve through a central angle of $7^{\circ}49'21''$; thence tangent from said curve South $7^{\circ}28'45''$ East 83.58 feet to the True Point of Beginning; thence South $7^{\circ}28'45''$ East 220.00 feet to the terminus of said strip.

Excepting therefrom that portion lying within the above described Parcel A.

Also excepting therefrom that portion lying easterly of the westerly right of way of said Narbonne Road.

Parcel C

A strip of land 85.00 feet wide, lying 85.00 feet westerly of the following described line:

Commencing at a point in the centerline of Narbonne Avenue, 80.00 feet wide, as shown on County Surveyor's Map No. B-843-1 on file in the office of the County Surveyor of said County, said centerline having a bearing of North $00^{\circ}20'36''$ East for the purpose of this description, said point designated "50+94.49 E.G.- set spike, tin and washer..." on said County Surveyors Map, said point also being the beginning of a tangent curve concave easterly having a radius of 1500.00 feet; thence southerly 204.79 feet along said curve through a central angle of $7^{\circ}49'21''$; thence tangent from said curve South $7^{\circ}28'45''$ East 495.79 feet to a tangent curve

thence southwesterly 377.78 feet along said curve through a central angle of 18°49'18" to the terminus of said strip.

Excepting therefrom that portion lying within the above described Parcel A.

Also excepting therefrom that portion lying easterly of the westerly right of way of said Narbonne Road.

2. BRI, LLC:

PARCEL 1:

THOSE PORTIONS OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BDCBY BY DECREE OF PARTITION IN CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, IN AND FOR SAID COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT "E" OF TRACT NO. 7143, AS SHOWN ON MAP RECORDED IN BOOK 99 PAGES 46 TO 51 INCLUSIVE OF SAID MAP RECORDS; THENCE SOUTH 44° 41' 12.2" EAST ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "E" 741.90 FEET TO THE MOST EASTERLY CORNER THEREOF, BEING ALSO THE MOST EASTERLY CORNER OF LOT "B" OF TRACT NO. 4400, AS SHOWN ON MAP RECORDED IN BOOK 72 PAGES 95 AND 96 OF SAID RECORDS; THENCE SOUTH 44° 41' 12.2" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "H", 7560.69 TO CORNER OF J.B. 3 OF SAID LOT "H" AS SHOWN ON COUNTY SURVEYOR'S MAPS NO. 5360 ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY, BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89° 49' 19.6" EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT "H" 1162.50 FEET TO A POINT THEREIN; THENCE SOUTH 0° 9' 40" WEST 499.96 FEET; THENCE NORTH 89° 58' 50" WEST 257.20 FEET; THENCE SOUTH 4° 15' 55" WEST 364.40 FEET; THENCE NORTH 89° 51' 20" WEST 459.78 FEET; THENCE NORTH 0° 5' 40" EAST 528.07 FEET; THENCE NORTH 85° 54' 40" WEST 641.51 FEET; THENCE NORTH 50° 17' 20" WEST 327.94 FEET; THENCE NORTH 42° 29' 50" EAST 395.60 FEET, MORE OR LESS, TO A POINT IN SAID NORTHEASTERLY BOUNDARY OF LOT "H" DISTANT THEREON 294.40 FEET NORTHWESTERLY FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 44° 41' 12.2" EAST ALONG SAID NORTHEASTERLY BOUNDARY 294.40 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 22688, AS PER MAP RECORDED IN BOOK 774 PAGES 5 TO 9 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND AS DESCRIBED IN THE DEED RECORDED MARCH 29, 1977 AS INSTRUMENT NO. 77-310226 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF PARCEL 2 AS DESCRIBED IN THE DEED RECORDED MARCH 29, 1977 AS INSTRUMENT NO. 77-310226 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND AS DESCRIBED IN THE DEED RECORDED DECEMBER 30, 1993 AS INSTRUMENT NO. 93-2555902, 93-2555903 AND 93-255505, ALL OF OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS

PARCEL 2:

THOSE PORTIONS OF LOTS 3 AND 4 OF TRACT NO. 9756, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG BOUNDARY OF SAID LOT NORTH 89° 49' 20" WEST 1162.52 FEET, NORTH 44° 41' 12" WEST 294.40 FEET, NORTH 39° 36' 28" EAST 584.53 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 4 NORTH 00° 13' 25" EAST 650.00 FEET; THENCE SOUTH 61° 19' 18" EAST 1136.97 FEET TO THE WESTERLY LINE OF TRACT NO. 954, AS PER MAP RECORDED IN BOOK 17 PAGE 16 OF MAPS, RECORDS OF SAID COUNTY; THENCE SOUTH 00° 13' 25" WEST 767.63 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF THE LAND, AS DESCRIBED IN THE DEED RECORDED MARCH 29, 1977 AS INSTRUMENT NO. 77-310226 OF OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING WESTERLY OF THE EASTERLY BOUNDARY LINE OF PARCEL 2 AS DESCRIBED IN THE DEED RECORDED MARCH 29, 1977 AS INSTRUMENT NO. 77-310226, OF OFFICIAL RECORDS.

ALSO EXCEPT ONE-HALF OF ALL CRUDE PETROLEUM, OIL, ASPHALTUM, TAR, GAS AND OTHER HYDROCARBON SUBSTANCES, HELIUM PRECIOUS STONES AND OF ALL OTHER MINERALS AND METALS OF EVERY KIND, DESCRIPTION AND CLASS (EXCEPTING ONLY LIMESTONE, SAND, GRAVEL, CLAY AND NON-MINERAL BEARING ROCK) LYING IN AND UNDER SAID LOT, AS RESERVED IN THE DEED AND RECORDED MAY 21, 1930 AS INSTRUMENT NO. 833 IN BOOK 9900 PAGE 287, OFFICIAL RECORDS.

ALSO EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AS WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326, OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT H RANCHO LOS PALOS VERDES, PN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BKBY BY DECREE IN PARTITION IN THE ACTION ENTITLED BDCBY ET AL. VS. BENT ET AL., CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, PN AND FOR THE COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF THE DEED TO SECURITY BUILDING COMPANY, RECORDED ON MAY 11, 1933 AS INSTRUMENT NO. 309 IN BOOK 12022 PAGE 372, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN SAID PARCEL 2, NORTH 0° 10' 00" EAST 863.21 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT "H" THENCE ALONG SAID NORTHERLY LINE, SOUTH 89° 51' 20" EAST 861.65 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF NARBONNE AVENUE, 200 FEET WIDE, AS DESCRIBED IN DEED TO SAID COUNTY OF LOS ANGELES, RECORDED IN BOOK 16448 PAGE 226 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, THE FOLLOWING COURSE AND DISTANCES; SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1150 FEET, A DISTANCE OF 832.04 FEET, MORE OR LESS, TO THE SOUTHERLY TERMINUS THEREOF, AND SOUTH 22° 19' 40" WEST 1459.71 FEET, MORE OR LESS, TO THE MOST EASTERLY CORNER OF LOT 143 OF TRACT NO. 14144, AS PER MAP RECORDED IN BOOK 284 PAGES 11 TO 14 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 14144, THE FOLLOWING COURSE AND DISTANCES, NORTH 67° 40' 40" WEST 79.81 FEET; SOUTH 63° 09' 50" WEST 122.73 FEET; NORTH 13° 26' 40" EAST 173.51 FEET; NORTH 4° 38' 20" EAST 410.56 FEET, AND NORTH 33° 46' 10" EAST 638.54 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, TOGETHER WITH THAT PORTION OF NARBONNE AVENUE AS VACATED BY RESOLUTION NO. 430, RECORDED SEPTEMBER 22, 1967 AS INSTRUMENT NO. 3345, OFFICIAL RECORDS, WHICH WOULD PASS WITH A LEGAL CONVEYANCE OF SAID LAND.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 22688, AS PER MAP FILED IN BOOK 774 PAGES 5 TO 9 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326 OFFICIAL RECORDS.

PARCEL 4:

THOSE PORTIONS OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BDCBY BY DECREE OF PARTITION IN CASE NO. 2373 IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF SAID STATE OF CALIFORNIA, IN AND FOR SAID COUNTY OF LOS ANGELES, AND ENTERED IN BOOK 4, PAGE 57 OF JUDGMENTS IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT "E" OF TRACT 7143, AS SHOWN ON MAP RECORDED IN BOOK 99, PAGES 46 TO 51 INCLUSIVE OF SAID MAP RECORDS; TRACT SOUTH 44° 41' 12.2" EAST ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "E" 741.90 FEET TO THE MOST EASTERLY CORNER THEREOF, BEING ALSO THE MOST EASTERLY CORNER OF LOT "B" OF TRACT 4400, AS SHOWN ON MAP RECORDED IN BOOK 72, PAGES 95 AND 96 OF SAID MAP RECORDS; THENCE SOUTH 44° 41' 12.2" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "H" 7560.69 FEET TO CORNER OF J.B. 3 OF SAID LOT "H" AS SHOWN ON COUNTY SURVEYOR'S MAP NO. 5360, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY; THENCE SOUTH 89° 49' 19.6" EAST, ALONG SAID NORTHERLY BOUNDARY OF SAID LOT "H", 1162.50 FEET TO A POINT THEREON WHICH IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89° 49' 19.6" EAST, ALONG SAID NORTHERLY BOUNDARY OF SAID LOT "H", 550.00 FEET TO A POINT THEREON; THENCE SOUTH 0° 9' 40" WEST 500 FEET; THENCE NORTH 89° 49' 5" WEST, 550.00 FEET, MORE OR LESS, TO A POINT IN SAID LOT "H", WHICH BEARS SOUTH 0° 9' 40" WEST, A DISTANCE OF 499.96 FEET FROM SAID TRUE POINT OF BEGINNING; THENCE NORTH 0° 9' 40" EAST 499.96 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 22688, AS PER MAP FILED IN BOOK 774, PAGES 5 TO 9 INCLUSIVE OF MAPS RECORDS OF SAID COUNTY.

ALSO EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326, OFFICIAL RECORDS.

PARCEL 5:

THAT PORTION OF LOT "H" OF THE RANCHO LOS PALOS VERDES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BDCBY BY DECREE OF PARTITION EN CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN SAID STATE OF CALIFORNIA, IN AND FOR SAID COUNTY OF LOS ANGELES, AND ENTERED IN BOOK 4 PAGE 57 OF JUDGMENTS IN THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT "E" OF TRACT 7143, AS SHOWN ON MAP RECORDED IN BOOK 99 PAGES 46 TO 51 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 44° 41' 12.2" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "E", 741.90 FEET TO THE MOST EASTERLY CORNER THEREOF, BEING ALSO THE MOST EASTERLY CORNER OF LOT "B" OF TRACT NO. 4400, AS SHOWN ON MAP RECORDED IN BOOK 72 PAGES 95 AND 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 44° 41' 12.2" EAST, ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT "H", 7560.69 FEET TO CORNER J.B. 3 OF SAID LOT "H", SHOWN ON COUNTY SURVEYOR'S MAP 5360, ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID COUNTY; THENCE SOUTH 89° 49' 19.6 EAST, ALONG THE NORTHERLY BOUNDARY OF SAID LOT "H", 1912.50 FEET TO A POINT THEREIN, DISTANT THEREON, 2070.84 FEET WESTERLY FROM CORNER J.B.4 OF SAID LOT "H", AS PER COUNTY SURVEYOR'S MAP 5360, SAID POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF SAID LOT "H" CONVEYED TO H.H. HELBUSH AND COMPANY, AND RECORDED IN BOOK 9256 PAGE 276, OFFICIAL RECORDS OF SAID COUNTY, BEING ALSO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89° 49' 19.6" EAST, ALONG SAID NORTHERLY BLANKET IN NATURE OF LOT "H", 600 FEET TO A POINT THEREIN, SAID POINT BEING DISTANT 1470.84 FEET WESTERLY FROM SAID CORNER J.B. 4; THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTH 00° 10' 40" WEST 863.19 FEET; THENCE NORTH 89° 51' 20" WEST, 600 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF SAID PARCEL OF LOT "H", CONVEYED TO H.H. HELBUSH AND COMPANY, AND RECORDED IN BOOK 9256 PAGE 276, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTH 00° 10' 40" EAST, ALONG THE EASTERLY BOUNDARY OF SAID LAST MENTIONED POINT, 863.54 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF TRACT NO. 22688, AS PER MAP FILED IN BOOK 774 PAGES 5 TO 9 INCLUSIVE OF MAPS RECORDS OF SAID COUNTY.

ALSO EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVED IN THE DEED RECORDED MAY 27, 1955 AS INSTRUMENT NO 1608 IN BOOK 47901 PAGE 326, OFFICIAL RECORDS.

3. RHCC:

PARCEL 1:

THAT PORTION OF LOT 3 OF TRACT NO. 9765, IN THE CITY OF TORRANCE, COUNTY OF LOS ANGELES ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP IN BOOK 170 PAGES 10, 11 AND 12 OF MAPS, AND THAT PORTION OF LOT "H" OF RANCHO LOS PALOS VERDES, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BEXBY, BY DECREE IN PARTITION IN THE ACTION ENTITLED "BDCBY, ET AL. VS. BENT, ET AL." IN CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND TO THE COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGEMENTS, IN THE SUPERIOR COURT OF SAID COUNTY, INCLUDED WITHIN THE FOLLOWING DESCRIBED LINES;

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT 3, DISTANT THEREON, NORTH 0° 13' 25" EAST 392.25 FEET FROM THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH

51° 40' 03" WEST 538.42 FEET; THENCE SOUTH 24° 30' 59" WEST 689.68 FEET; THENCE NORTH 230.81 FEET TO A LINE WHICH BEARS SOUTH 85° 13' 28" EAST FROM A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 3 IN THAT CERTAIN LEASE AGREEMENT EXECUTED ON JULY 18, 19 AND 20, 1967 A SHORT FORM OF WHICH BEING RECORDED FEBRUARY 17, 1969 IN BOOK M-3120 PAGE 731 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING NORTH 4° 46' 12" EAST 147.54 FEET FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL 3; THENCE NORTH 85° 13' 28" WEST 166.70 FEET TO THE EASTERLY LINE OF SAID PARCEL 3; THENCE ALONG THE BOUNDARY OF SAID PARCEL 3 AND THE BOUNDARY OF PARCEL 1 DESCRIBED IN SAID LEASE AGREEMENT, NORTH 24° 30' 59" EAST 529.25 FEET, NORTH 35° 38' 17" EAST 473.05 FEET, NORTH 67° 58' 31" EAST 237.70 FEET, SOUTH 62° 09' 45" EAST 146.70 FEET, SOUTH 48° 12' 16" EAST 153.72 FEET AND SOUTH 51° 40' 03" WEST 108.70 FEET TO THE POINT OF BEGINNING.

EXCEPT FROM SAID LAND, ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RECORDED IN THE DEED FROM SOUTHWESTERN PORTLAND CEMENT COMPANY, A CORPORATION, RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326, OFFICIAL RECORDS.

PARCEL 2:

THAT PORTION OF LOT "H" OF RANCHO LOS PALOS VERDES, IN THE CITY OF ROLLING HILLS ESTATES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALLOTTED TO JOTHAM BDCBY, BY DECREE IN PARTITION IN THE ACTION ENTITLED "BIXBY, ET AL. VS. BENT, ET AL." IN CASE NO. 2373, IN THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA, IN AND TO THE COUNTY OF LOS ANGELES AND ENTERED IN BOOK 4 PAGE 57 OF JUDGEMENTS, IN THE SUPERIOR COURT OF SIAD COUNTY, AND THOSE PORTIONS OF LOTS 3 AND 4, TRACT NO. 9765, IN THE CITY OF

TORRANCE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 170 PAGES 10, 11 AND 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF THE LAND DESCRIBES AS PARCEL 3 IN THAT CERTAIN LEASE AGREEMENT EXECUTED ON JULY 18, 19 AND 20, 1967, A SHORT FORM OF WHICH BEING RECORDED FEBRUARY 17, 1969 IN BOOK M3120 PAGE 731 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING NORTH 4° 46' 12" EAST 147.54 FEET FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL 3; THENCE NORTH 85° 13' 28" WEST 90.91 FEET; THENCE SOUTH 79° 41' 44" WEST 447.22 FEET; THENCE NORTH 79° 52' 00" WEST 238.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 50.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT BEARS SOUTH 45° 16' 25" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" A DISTANCE OF 78.54 FEET; THENCE TANGENT TO SAID CURVE NORTH 45° 6' 24" EAST 351.40 FEET; THENCE NORTH 83° 07' 00" EAST 269.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 325.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 03' 20" A DISTANCE OF 482.46 FEET; THENCE TANGENT TO SAID CURVE NORTH 1° 56' 20" WEST 100.00 FEET; THENCE NORTH 36° 37' 13" WEST 162.27 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 3, SAID POINT BEING SOUTH 39° 36' 28" WEST 120.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 4; THENCE NORTH 39° 36' 28" EAST 120.00 FEET TO SAID MOST SOUTHERLY CORNER; THENCE ALONG THE WESTERLY LINE OF SAID LOT 4, NORTH 0° 13' 25" EAST 650.00 FEET; THENCE SOUTH 61° 02' 57" EAST 419.68 FEET TO A POINT ON THE LINE COMMON TO SAID LTOS 3 AND 4, SAID POINT BEING SOUTH 39° 36' 28" WEST 207.90 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 2 OF SAID TRACT NO. 9765; THENCE ALONG THE SOUTHEASTERLY PROLONGATION OF SAID LINE, SOUTH 61° 02' 57" EAST 314.51 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 3; THENCE ALONG THE BOUNDARY OF SAID PARCEL 3; THENCE 78° 07' 55" WEST 297.30 FEET, SOUTH 20° 25' 25" WEST 950.74 FEET AND SOUTH 4° 46' 12" WEST 442.51 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL MINERAL RIGHTS, INCLUDING ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES WITHIN OR UNDERLYING SAID PROPERTY BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF INGRESS AND EGRESS RELATIVE THERETO, AS RESERVE IN THE DEED RECORDED MAY 27, 1955 AS INSTRUMENT NO. 1608 IN BOOK 47901 PAGE 326, OFFICIAL RECORDS.

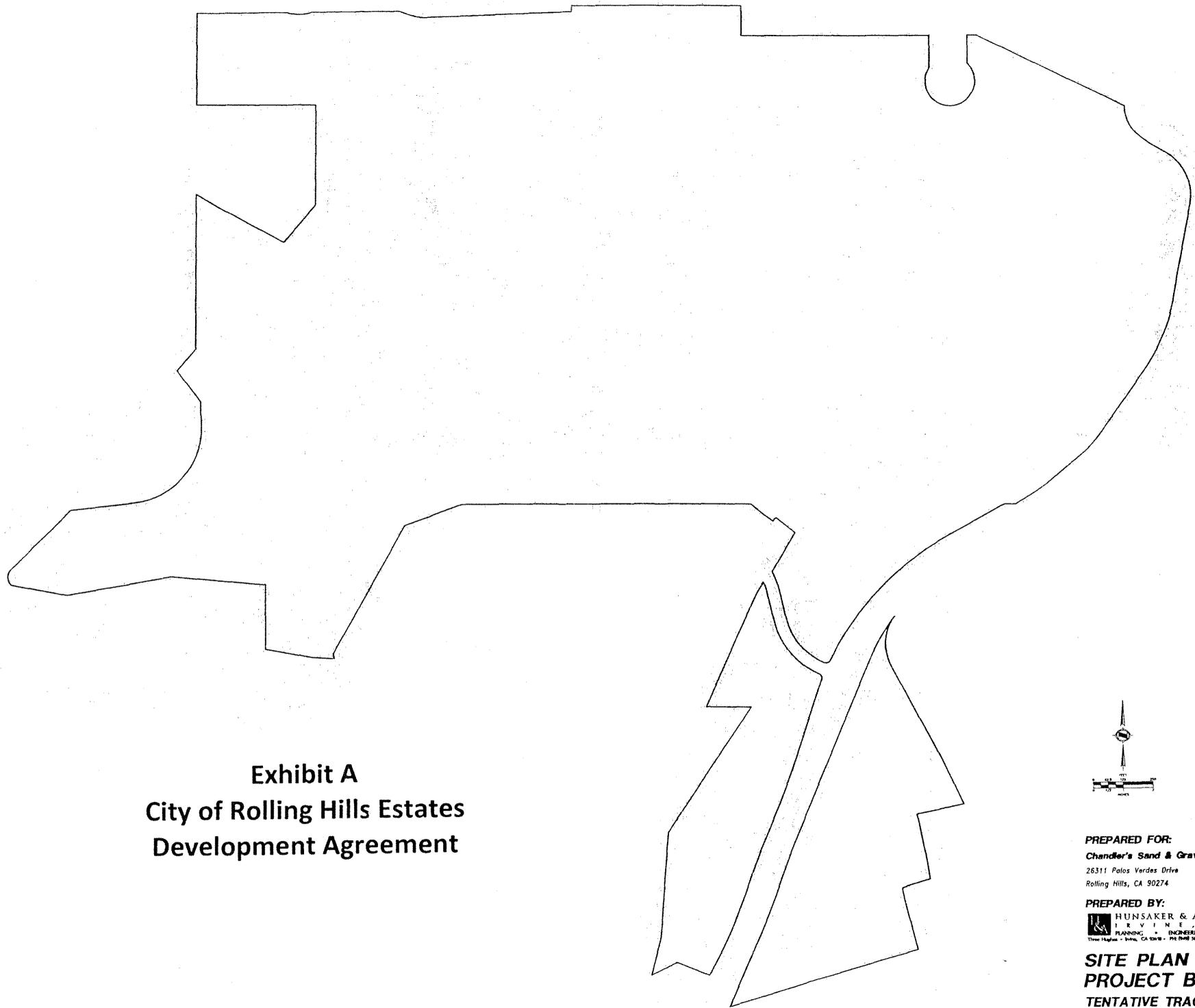
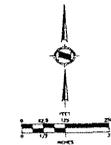


Exhibit A
City of Rolling Hills Estates
Development Agreement



PREPARED FOR:
Chandler's Sand & Gravel
26311 Palos Verdes Drive
Rolling Hills, CA 90274

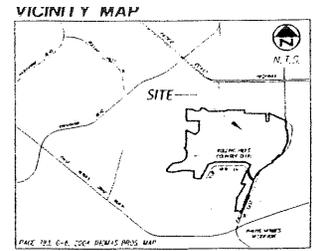
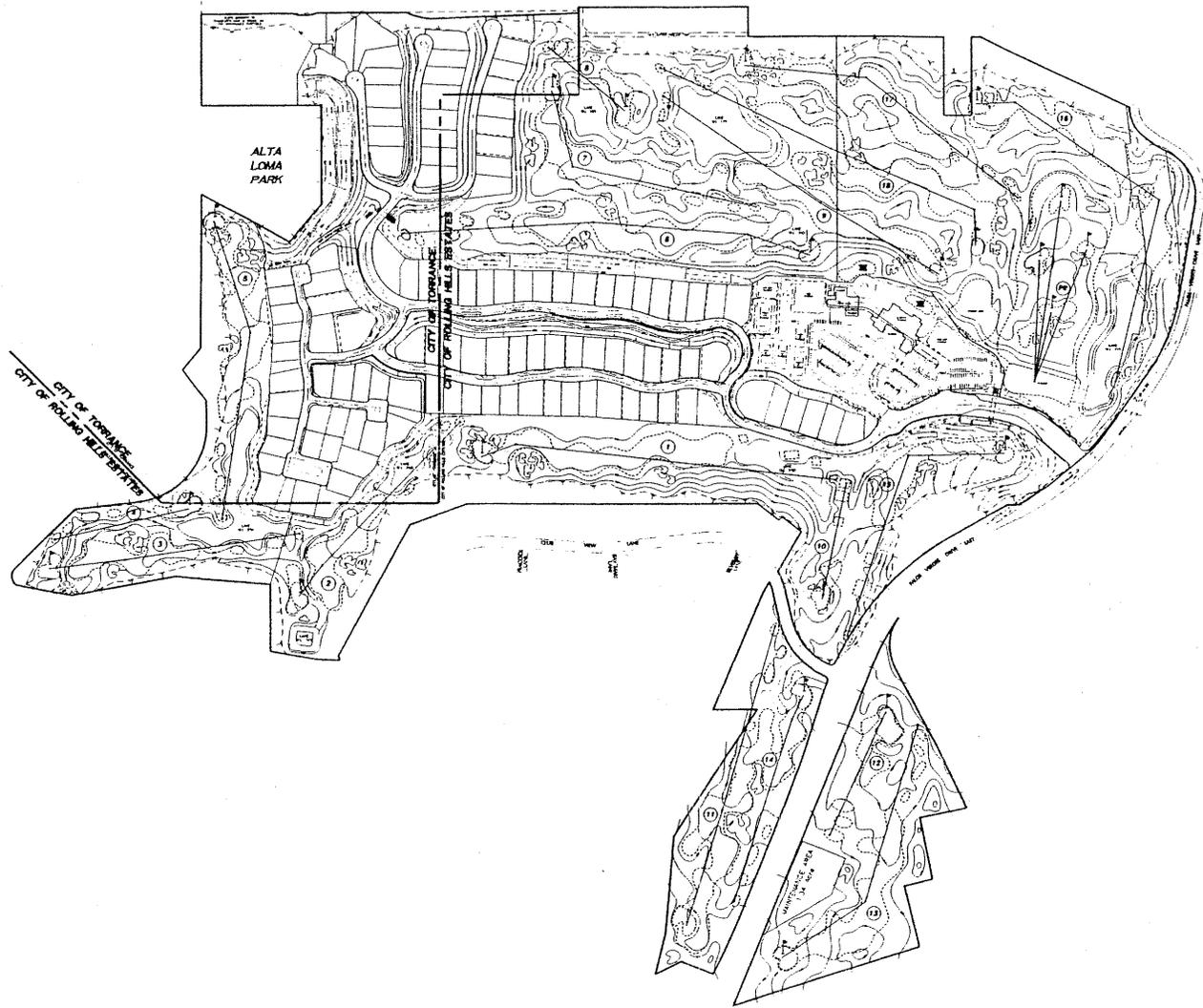
PREPARED BY:
 **HUNSAKER & ASSOCIATES**
P L A N N I N G • E N G I N E E R I N G • S U R V E Y I N G
Three Hights • Irvine, CA 92618 • P.O. Box 383-3700 • P.O. Box 383-0798

SITE PLAN
PROJECT BOUNDARIES
TENTATIVE TRACT 61287

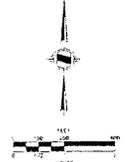
EXHIBIT B-1

**DESCRIPTION OF THE LAND WITHIN CITY LIMITS
PRIOR TO COMPLETION OF ANNEXATION PROCEEDINGS**

(Attached)



MAP DATE IDENTIFIER	
DATE OF LAST REVISION	07/16/07
DATE OF THIS MAP	07/16/07



PREPARED FOR:

Chandler's Sand & Gravel
 26311 Palms Verdes Drive
 Rolling Hills, CA 90274

PREPARED BY:

H&A
HUNSAKER & ASSOCIATES
 P L L C
 PLANNING • ENGINEERING • ARCHITECTURE
 10000 Wilshire Blvd., Suite 200
 Beverly Hills, CA 90210
 Tel: 310.276.1111

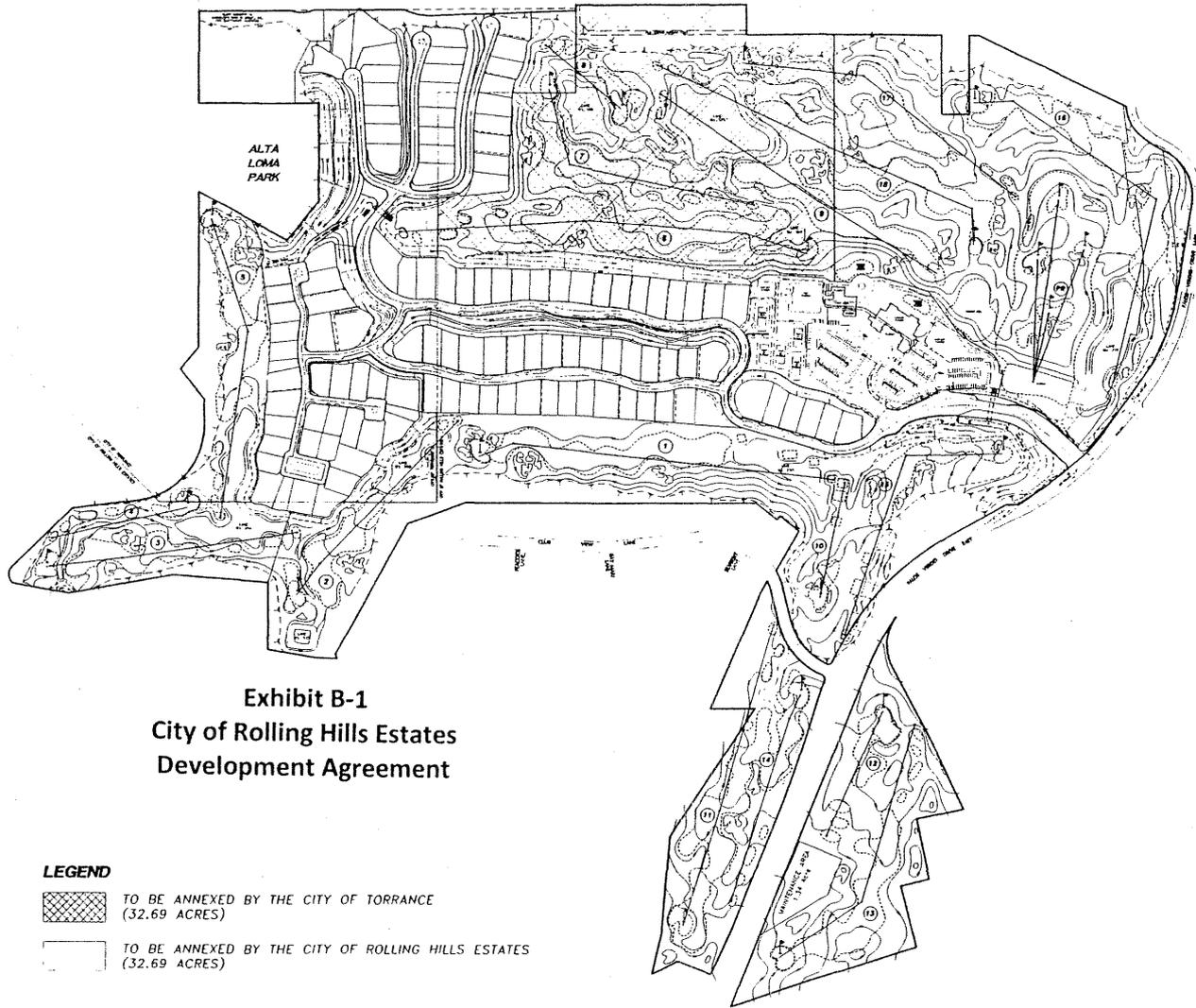
**ANNEXATION EXHIBIT
 FOR T.T. NO. 61287
 EXISTING CITY BOUNDARIES**

PLOTTED BY: P. J. WOODS DATE: 07/16/07 10:41:34 AM PLOT: 10-00000 Showing: (0, 0) Project: Exhibit Annexation Exhibit - 61287.dwg

EXHIBIT B-2

**DESCRIPTION OF THE LAND TO BE ANNEXED BY CITY
UPON COMPLETION OF ANNEXATION PROCEEDINGS**

(Attached)

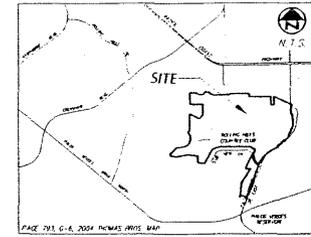


**Exhibit B-1
City of Rolling Hills Estates
Development Agreement**

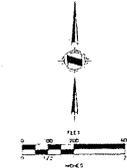
LEGEND

-  TO BE ANNEXED BY THE CITY OF TORRANCE
(32.69 ACRES)
-  TO BE ANNEXED BY THE CITY OF ROLLING HILLS ESTATES
(32.69 ACRES)

VICINITY MAP



MAP DATE IDENTIFIER	
DATE OF LAST CHANGE TO THIS MAP	DATE OF THIS MAP
06/22/07	07/16/07



PREPARED FOR:

Chandler's Sand & Gravel
26311 Palms Verdes Drive
Rolling Hills, CA 90274

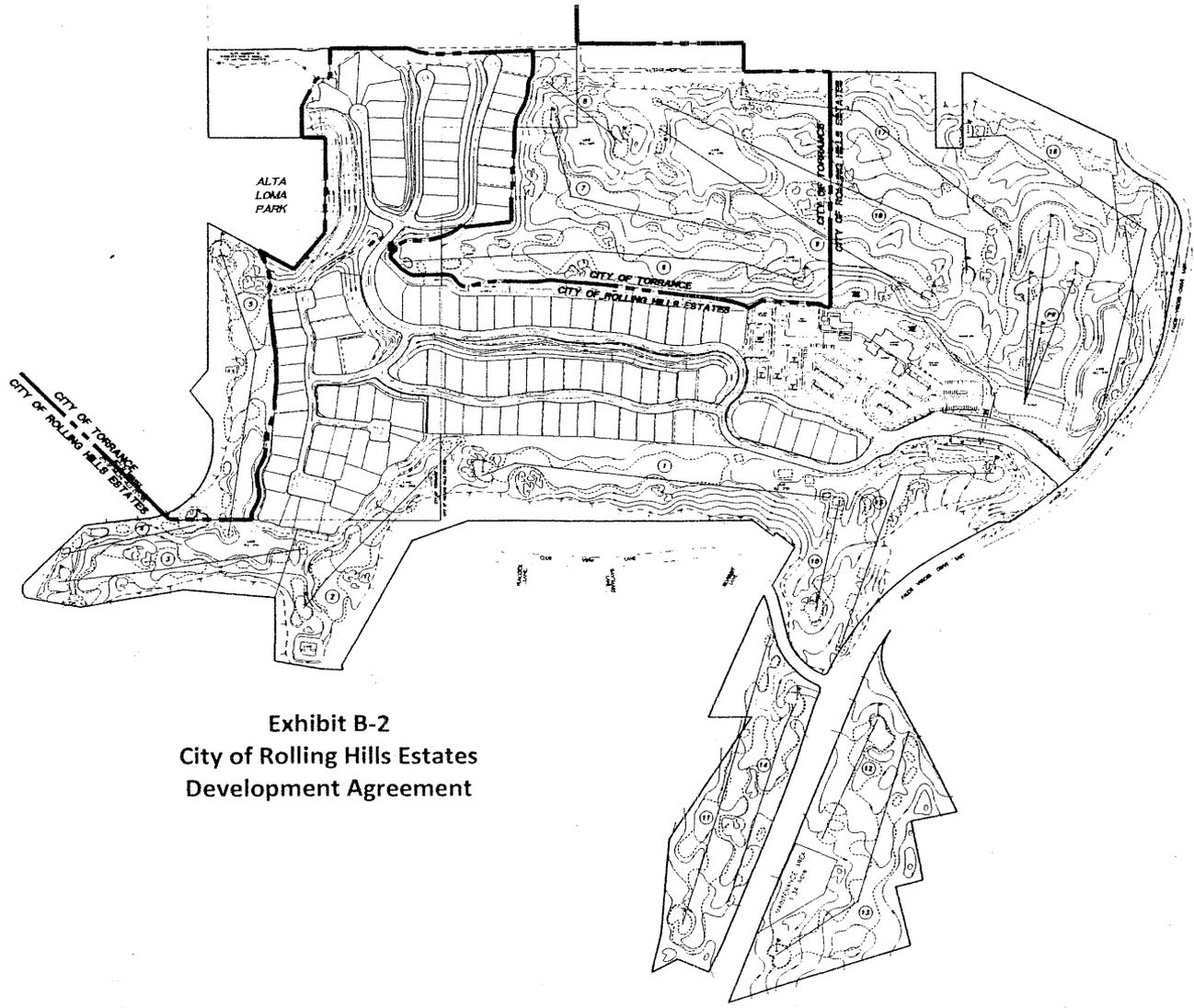
PREPARED BY:



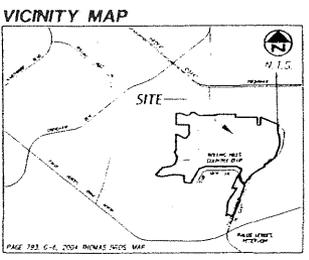
HUNSAKER & ASSOCIATES
PLANNING • DESIGN • CONSTRUCTION
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.274.1100

**ANNEXATION EXHIBIT
FOR T.T. NO. 61287
AREAS TO BE ANNEXED**

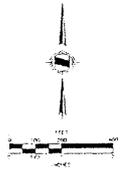
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**Exhibit B-2
City of Rolling Hills Estates
Development Agreement**



MAP DATE IDENTIFIER	
DATE OF LAST REVISION TO THIS MAP	BY
06/22/07	BY: PW
07/16/07	



PREPARED FOR:

Chandler's Sand & Gravel
 26311 Palos Verdes Drive
 Rolling Hills, CA 90274

PREPARED BY:

HUNSAKER & ASSOCIATES
 P L L C
 PLANNING ENGINEERING SURVEYING
 17000 SHELTON AVENUE, SUITE 100
 ROLLING HILLS, CA 90274

**ANNEXATION EXHIBIT
FOR T.T. NO. 61287
NEW CITY BOUNDARIES**

PLANNING ENGINEERING SURVEYING 17000 SHELTON AVENUE, SUITE 100 ROLLING HILLS, CA 90274

EXHIBIT C
PROJECT SITE PLAN
(Attached)

Exhibit C

City of Rolling Hills Estates Development Agreement

Rolling Hills Country Club
Golf Course
Rolling Hills Estates, CA
Illustrative Site Plan



EXHIBIT D
LIST OF APPROVED PLANS
(Attached)

Exhibit D

City of Rolling Hills Estates

Development Agreement

The Project Approvals include:

1. An Environmental Impact Report prepared by Willdan and Associates. As required by CEQA, in accordance with the recommendation of the City Planning Commission, the City Council certified a final environmental report covering the Project, (the EIR).
2. A change to the existing General Plan Land Use Designations that allow for the reuse of the property for 114 residential homes and a private golf club including a new clubhouse and ancillary uses..
3. A zone change and zone text amendment to the C-R District (Commercial Recreational) on approximately 137 acres to allow the implementation of the new private Rolling Hills Country Club complex. When combined with RHCC's exiting land, the new country club will be on approximately 162 acres.
4. A zone change to the RPD District on approximately 57.25 acres and RA - 20,000 with Equestrian Overlay on approximately 0.8 acres (Lot #114) to allow the implementation of the residential uses as depicted on the Tentative Tract Map No. 61287.
5. Following City Planning Commission review and recommendation, certification of the EIR, adoption of the General Plan Amendment and rezoning at a duly noticed public hearing, the City council approved Vesting Tentative Tract Map 61287, which subdivides the residential land into 147 lots, including 114 residential lots.
6. Approval of a conditional use permit to allow for the development and construction of the 114 residential lots and the new private golf course, clubhouse and related facilities.
7. A Development Agreement (DA) with a term of 10 years that would contractually allow for the development of the approved Project.
8. A city boundary adjustment between the City of Torrance and the City of Rolling Hills Estates that would allow for all of the proposed residential property to be located within the City of Rolling Hills Estates for efficiency in providing municipal services to the new homes. The land to be transferred to Torrance will consist of golf course use only. This boundary realignment would provide for an equal swap of approximately 32 acres and is subject to review and approval by the Local Agency Formation Commission (LAFCO).

The attached list of drawings are approved as a part of the Project Approvals:

Sheet #	Hunsaker & Associates - Engineering	Identifier	Date
	Index Sheet		9/21/10
1	Vesting Tentative Tract Map (TTM)		9/21/10

2	Vesting Tentative Tract Map (TTM)	9/21/10
3	Vesting Tentative Tract Map (TTM)	9/21/10
4	Vesting Tentative Tract Map (TTM)	9/21/10
5	Site Plan/TTM	9/21/10
6	Site Plan/TTM	9/21/10
7	Site Plan/TTM	9/21/10
8	Site Plan/TTM	9/21/10
9	HOA Exhibit for TTM	5/30/08
10	Sections for TTM	8/12/08
11	Existing Ownership Exhibit	5/30/08
12	Property Transfer Exhibit	5/30/08
13	Future Ownership Exhibit	5/30/08
14	Existing Ownership Map w Site Plan	7/11/08
15	Site Plan - 1 & 2 story elements	7/11/08
16	Site Plan - Garage Orientations	6/9/08
17	Trail Exhibit for TTM	6/9/08
18	Golf & Lotting Exhibit for TTM	6/9/08
19	PVDE Project Entrance	6/9/08
20	Sewer & Water Plans for TTM	6/9/08
21	Sewer & Water Plans for TTM	6/9/08
22	Annexation - Existing Boundaries	6/9/08
23	Annexation - Areas to be Annexed	6/9/08
24	Annexation - New Boundaries	6/9/08
25	Hydrology Study	6/9/08
26	Loffel/Retaining Wall Exhibit	8/14/08

Sheet #	Altevers & Associates - Clubhouse	Date
A1-001	Cover Sheet	11/14/07
A1-003	Rendering Front	4/15/08
A1-004	Rendering Rear	4/15/08
A1-010	Revised Site Plan	11/14/07
A1-210a	Lower Level Floor Plan - Area A	11/14/07
A1-210b	Lower Level Floor Plan - Area B	11/14/07
A1-220a	Upper Level Floor Plan - Area A	11/14/07
A1-220b	Upper Level Floor Plan - Area B	11/14/07
A1-500	Exterior Elevations	11/14/07
A1-500a	Exterior Elevations	11/14/07
A1-501	Exterior Elevations	11/14/07

A1-600	Building Sections	8/20/07
A1-600a	Building Sections	8/20/07
A3-200	Practice Range Building	11/14/07
L-010	Landscape Area Calculation	5/30/08

Sheet #	HRP Studios - Project Landscaping			Date
T-1	Index			6/3/08
L-1A	Golf Course Schematic Landscape Plan			6/3/08
L-1B	Golf Course Schematic Landscape Plan			6/3/08
L-1C	Golf Course Schematic Landscape Plan			6/3/08
L-1D	Golf Course Landscape Plan Sections			6/3/08
L-1E	Golf Course Landscape Plan Sections			6/3/08
L-1F	Golf Course Landscape Plan Sections			6/3/08
L-1G	Golf Course Landscape Plan Sections			6/3/08
L-1H	Golf Course Site Plan - Maintenance Bldg.			6/3/08
L-2A	Clubhouse Schematic Landscape Plan			6/3/08
L-2B	Clubhouse Landscape Plan - Sections			6/3/08
L-2C	Clubhouse Perspective and Line of Sight			6/3/08
L-2D	Clubhouse Line of Sight - Elevations			6/3/08
L-3A	Residential Schematic Landscape Plan			6/3/08
L-3B	Residential Schematic Landscape Plan			6/3/08
L-3C	Residential Schematic Landscape Plan			6/3/08
L-3D	Residential Landscape Plan - Sections			6/3/08
L-3E	Residential Landscape Plan - Sections			6/3/08
L-3F	Residential Landscape Plan - Sections			6/3/08
L-3G	Residential Landscape Plan - Parks			6/3/08

EXHIBIT E
PHASE 1 POTENTIAL SCHEDULE

Exhibit E to City of RHE Development Agreement - Phase 1 Potential Schedule

Project Milestones:		Projected Date	
1.	Entitlements Granted and Execution of Development Agreement by City of RHE:	July 1, 2011	
2.	Entitlements Granted and Execution of Development Agreement by City of Torrance:	December 1, 2011	
3.	Approval of City Boundary Adjustments by LAFCO:	April 1, 2012	
4.	Executed Purchase Agreement with Residential Home Builder:	Unknown - Market Dependent	Example 12/31/11
5.	Completion of Building Permit Drawings and Issuance of Building Permits	10 months following item #4	10/31/12
6.	Closure of Landfill:	4 months following item #5	3/1/13
7.	Commencement of Construction:		
a.	Commencement of Mass Grading and Infrastructure for Entire Project Site:	1 month following item #6	4/1/13
b.	Commencement of Construction on Golf Course:	3 months following item #7a	7/1/13
c.	Commencement of Construction on Clubhouse:	7 months following item #7a	11/1/13
d.	Commencement of Construction on Residential Model Home Complex:	8 months following item #7a	12/1/13
e.	Completion of Grading and Infrastructure for the Entire Project Site:	9 months following item #7a	1/1/14
f.	Commencement of Construction on Phase 1 Homes:	6 months following item #7d	6/1/14
g.	Completion of Construction on Residential Model Home Complex:	8 months following item #7d	8/1/14
h.	Completion of Golf Course:	15 months following item # 7c	2/1/15
i.	Completion of Construction on Phase 1 Homes:	6 months following item #7f	12/1/14
j.	Completion of Construction on Clubhouse:	15 months following item # 7c	2/1/15
k.	Commencement of Construction on Phases 2-5 Homes:	Unknown - Market Dependent	NA

EXHIBIT F
FORM OF TRANSFER AGREEMENT
(Attached)

Recording Requested by and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT - DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into as of _____, 20__, by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

- A. Assignor owns that real property located in the City of Rolling Hills Estates ("**City**"), County of Los Angeles, State of California, and more particularly described in Exhibit I attached hereto (the "**Property**").
- B. On the date hereof, Assignee is acquiring approximately __ acres of the Property more particularly described in Exhibit II attached hereto (the "**Assigned Property**").
- C. The City and Assignor entered into that certain Development Agreement dated as of _____, 20__ and recorded against the Property on _____ as Instrument No. _____ in the Los Angeles County Recorder's Office (the "**Development Agreement**").
- D. Assignor desires to assign to Assignee all of Assignor's rights, duties and obligations under the Development Agreement with respect to the Assigned Property only (the "**Assigned Rights and Obligations**"), and Assignee desires to accept and assume Assignor's rights and obligations under the Development Agreement with respect to the Assigned Property only (the "**Assumed Rights and Obligations**"), such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below). The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the "**Assigned Property Rights and Obligations**".

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1.0 ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED PROPERTY RIGHTS AND OBLIGATIONS

1.1 **Assignment.** Assignor assigns to Assignee, as of the Effective Date (as defined in Section 1.3 below), all of Assignor's rights, title and interest in and to the Assigned Property Rights and Obligations.

1.2 **Assumption.** As of the Effective Date, Assignee accepts Assignor's assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the Effective Date, Assignee must keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Assigned Property.

1.3 **Effective Date.** For purposes of this Agreement, the "Effective Date" will be the later to occur of (1) the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Office of the Recorder of the County of Los Angeles; or (2) the date of the execution of this Agreement by all parties.

2.0 RIGHTS AND REMEDIES

2.1 Assignor's Release; No Assignor Liability or Default for Assignee Breach.

Pursuant to the Development Agreement, Assignor will be released from the Development Agreement with respect to the Assigned Property and the Assumed Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Assigned Property or the Assumed Rights and Obligations ("Assignee Breach") will not constitute a breach or default by Assignor under the Development Agreement and will not result in (a) any remedies imposed against Assignor or (b) modification or termination of the Development Agreement with respect to that portion of the Property retained by Assignor after the conveyance of the Assigned Property, if any (the "Assignor Property").

2.2 **No Assignee Liability or Default for Assignor Breach.** As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date ("Assignor Breach"), will not constitute a breach or default by Assignee under the Development Agreement, and will not result in (a) any remedies imposed against Assignee or (b) modification or termination of the Development Agreement with respect to the Assigned Property.

3.0 PERIODIC REVIEW OF COMPLIANCE

3.1 **Assignor Responsibilities.** Assignor will participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assignor Property, and Assignee will have no responsibility therefor.

3.2 **Assignee Responsibilities.** Assignee will participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assigned Property, and Assignor will have no responsibility therefor.

4.0 **AMENDMENT OF THE DEVELOPMENT AGREEMENT**

4.1 **Assignor.** Assignor will not request, process or consent to any amendment to the Development Agreement that would affect the Assigned Property or the Assigned Property Rights and Obligations without Assignee's prior written consent, which consent may not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Assigned Property, and, if necessary, Assignee will consent thereto and execute all documents necessary to accomplish such amendment, provided that such amendment does not affect the Assigned Property or any of Assignee's Assigned Property Rights and Obligations pursuant to the Development Agreement.

4.2 **Assignee.** Assignee will not request, process or consent to any amendment to the Development Agreement that would affect the Assignor Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent will not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property, and, if necessary, Assignor will consent thereto and execute all documents necessary to accomplish such amendment, provided that such amendment does not affect the Assignor Property or any of Assignor's remaining rights and obligations pursuant to the Development Agreement.

5.0 **GENERAL PROVISIONS**

5.1 **Notices.** All notices, invoices and other communications required or permitted under this Agreement must be made in writing, and must be delivered either personally (including by private courier), by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

with copies to:

If to Assignor:

with a copies to:

Notices personally delivered will be deemed received upon delivery. Notices delivered by certified mail as provided above will be deemed received on actual delivery. Notices delivered by courier service as provided above will be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 6.15 of the Development Agreement, the notice address set forth above.

5.2 Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party must execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

5.3 Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding will be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

5.4 No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement will constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver will be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party will not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

5.5 Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee.

5.6 Successors and Assigns. This Agreement runs with the land and will be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.7 No Joint Venture. Nothing contained herein will be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

5.8 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to 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, will not be affected thereby, and each remaining term and provision of this Agreement will be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee will meet and confer and will make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

5.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

5.10 **Third Party Beneficiaries.** Assignor and Assignee acknowledge that the City is a third party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement will not be deemed or construed to confer any rights, title or interest, including without limitation any third party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee, and the City.

5.11 **Time of the Essence.** Time is of the essence in the performance by each party of its obligations under this Agreement.

5.12 **Authority.** Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

5.13 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[remainder of page left intentionally blank – signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

“Assignor”

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“Assignee”

_____,
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____ (here insert name of the officer), Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

EXHIBIT I
DESCRIPTION OF PROPERTY
(ATTACHED)

EXHIBIT II
DESCRIPTION OF ASSIGNED PROPERTY
(ATTACHED)

EXHIBIT III

CONSENT OF CITY OF ROLLING HILLS ESTATES

The City of Rolling Hills Estates hereby consents to the assignment and assumption of the Assigned Property Rights and Obligations as set forth in this Agreement and agrees to the terms and conditions set forth herein.

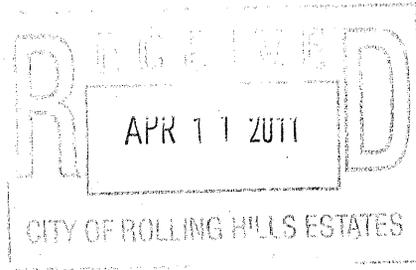
CITY OF ROLLING HILLS ESTATES,
a Municipal corporation of the State of California

By: _____

City Manager

CITY COUNCIL STAFF REPORT

ATTACHMENT 3



22 Pony Lane
Rolling Hills Estates, CA 90274
April 11, 2011

Rolling Hills Estates City Council
Rolling Hills Estates City Hall
4045 Palos Verdes Drive North
Rolling Hills Estates, C A. 90274

Re: Chandler Ranch Development or The Emperor Has No Clothes

It is a sad thing to see that a development that will enrich a developer is named "Ranch" when it is actually oriented toward the destruction and impoverishment of the reality of "ranch" and the semi rural nature of the rest of the community.

Development of this property has been under consideration for more than 25 years. Is this the best that can be done?

"Adding sidewalks"? Where else in the community do they exist? Silver Spur commercial district? Is the new residential area going to have that much traffic? Do sterile sidewalks somehow substitute for the wonderful serene wild places that our trails provide?

The horse overlay zone is being removed "because the developer won't make enough money if the lots are large enough to accommodate horses." Is the city selling its soul for 30 pieces of silver? Or our birthright for a bowl of pottage? There are things more important than money.

The horse trail is being eliminated because the developer is not creative enough to locate such a trail around the perimeter of the property so that homes are adjacent to the golf course instead of the horse trail adjacent to the golf course. On some existing RHE streets houses on one side of the street are adjacent to the horse trail and are horse lots. The houses on the opposite side of the street are not.

Why is this community falling prey to the sickness that is enveloping the rest of the country, the rest of the world: Only one idea is able to be considered at a time and the rest of the possibilities are damned? And the winner is the one that can coerce with money or force others to agree to the "one idea." A healthy existence is more complex.

What happened to multitasking? What happened to consideration of many possibilities simultaneously? What happened to thinking about the future? Why is elimination of horses or a horse overlay zone in RHE even given consideration? Are the developer and the city just lazy or actually unethical or totally unwilling to see that a horse community requires the infrastructure of trails? And that the trails themselves enrich the community far beyond cost?

It is the horse trails that make RHE a unique and special place. Horses are very special for children, for adults and for families growing up with them. But even without a horse, a walk along the hidden wilderness of the RHE trails enriches the soul. Minutes away from the house, one can find respite from the busy everyday world.

An environment that encourages and encompasses multiple possibilities leads to a healthier and stronger community. Rather than accept a solution that creates win for the developer and lose for the community as well as creating factions that do not speak to each other, we need a more complex solution that is win/win for the whole community; one that recognizes that we are one community.

The Japanese have come from their multiple disasters to consider new ideas to bring their country together for rebuilding.

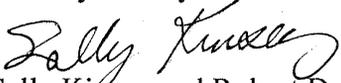
We in this country are still busying ourselves making artificial melodramas out of fighting petty wars with each other rather than working together toward building better realities for everyone. Too many people see their position as "stopping the other guy" instead of the reality that is doing the hard work to build a better future together.

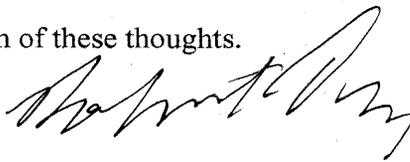
Must we endure earthquakes, tsunamis, nuclear meltdown and economic collapse before we realize we are in this together? We all live here. We are individuals with multiple, diverse, and independent interests, but we all live here together. We must implement solutions that are win/win for everyone.

Re: Development money for horsemen.

It would appear that long term views should be used in the decision of how to spend money given to "horse interests." I believe it should be invested conservatively, and the interest only should be spent; first on trail and arena maintenance, secondly on improvements to the infrastructure.

Thank you for your consideration of these thoughts.


Sally Kinsey and Robert Day



CC: Scott and Nancy Wildman, 34 Pony Lane
Dale Allen, PV Horseman's Association

Niki Cutler

From: Hope Nolan
Sent: Monday, April 25, 2011 10:27 AM
To: Niki Cutler
Subject: FW: Chandler Project; Kindly Ignore Prior Incomplete E-Mail

Hope Nolan
 Deputy City Clerk
 City of Rolling Hills Estates
 4045 Palos Verdes Drive North
 Rolling Hills Estates, CA 90274
 (310) 377-1577 Ext. 102
HopeN@ci.Rolling-Hills-Estates.ca.us



The City of RHE encourages you to "Take the Greener Path."
 Save paper and print this email only if necessary.

From: LINDA RETZ [mailto:theretzes@sbcglobal.net]
Sent: Monday, April 25, 2011 12:17 AM
To: Frank Zerunyan; Susan Seamans; Steve Zuckerman; John Addleman; Judy Mitchell
Subject: Chandler Project; Kindly Ignore Prior Incomplete E-Mail

Dear City Council Members:

We write to express our opposition to the Chandler project as proposed. In our opinion, the project is over sized and incompatible with homes in the immediate area. Furthermore, it takes precious horse overlay zone.

We ask the City Council to seriously consider cutting the size of the Project in half and leaving it within the horse overlay zone.

While Rolling Hills Estates is diverse and serves many interests, its rural nature has defined its character since before it was a city. How many other places are there in Los Angeles County where one can ride a horse from home to city hall, tie the horse to a hitching post and attend a City Council meeting? Like many of our neighbors within the Lanes, we purchased our home on the assumption that our immediate neighborhood would retain its rural character. The proposed Chandler project, when considered with other actions taken by the City Council in the last couple of years, feels like the beginning of the end of our neighborhood and our city as we know it.

According to the 2000 census, our city had 7,676 people living in 2,806 homes. Since then numerous condominiums have been built near Silver Spur. Converting property at the heart of the most rural part of our city to such high density non-rural use will change its character forever and is very likely to cause disputes between those who love nature and new homeowners who do not understand what it means to live in such close proximity to nature. It will also reduce the percentage of voters who live in rural areas. Please do not approve the project as proposed.

Linda & Kirk Retz

Niki Cutler

From: David Wahba
Sent: Tuesday, April 26, 2011 8:12 AM
To: Niki Cutler
Subject: FW: Support for RHCC/Chandler Project

For cc staff report....

David Wahba

Planning Director | Planning, Building & Safety, Zoning and Code Administration | City of Rolling Hills Estates | 4045 Palos Verdes Dr. North | Rolling Hills Estates | CA | 90274
 310.377.1577 ext. 103 | 310.377.4468 (FAX) | davidw@ci.rolling-hills-estates.ca.us | www.ci.rolling-hills-estates.ca.us

From: rkern49@gmail.com [mailto:rkern49@gmail.com] **On Behalf Of** Richard Kern
Sent: Monday, April 25, 2011 5:01 PM
To: David Wahba; John Addleman; Steve Zuckerman; Judy Mitchell; Susan Seamans; Frank Zerunyan
Subject: Support for RHCC/Chandler Project

City Council Members
 City of Rolling Hills Estates
 Rolling Hills Estates, CA

April 25, 2011

Re: Rolling Hills Country Club / Chandler Proposal

To the City Council Members,

We will be out of town and unable to attend the City Council meeting of May 10th, so please accept this email as our recommendation for the approval of the proposed expansion of the Rolling Hills Country Club (RHCC) and conversion of the Chandler sand and gravel pit.

My wife and I have been residents of Rolling Hills Estates since 1989 and are also members of RHCC. This project is truly a "win-win" for the City, the Club, the Chandler's and the residents of both Rolling Hills Estates, Torrance and Lomita. This is a project that, indeed, the City should be proud to advance. The replacement of an ugly, dusty, quarry operation with its 60,000 annual truck trips, with a beautiful green space will benefit all. Water runoff for some 470 acres above the project will be improved to meet new water quality standards. RHCC will be able to continue as an employer of over 100 people, and as a charitable contributor the community. The City will benefit greatly from the fees and tax revenues generated by the project, and will have a premier golf course which will improve property values in the surrounding area.

I understand that two groups may have some concerns with this project. From an archaeological viewpoint, the proponents have complied with all of the required exploratory excavations, and after digging some 30 massive trenches under the supervision of archaeologists and tribal leaders, have found no significant artifacts. As to the "horse overlay" issue, RHCC and the Chandler's are adding new bridle trails wherever they can safely be constructed within the project; over one mile of new trails. Yes, it would be nice to zone the new home sites with a "horse overlay"; unfortunately this would render the project unsafe and economically unfeasible. I worked on the City's General Plan update in the 1990's and note that many homes in the City are in the "horse overlay" zone, but the degree of horse keeping has declined to the point that there is a surplus of "horse housing" available. Our neighborhood, the Empty Saddle

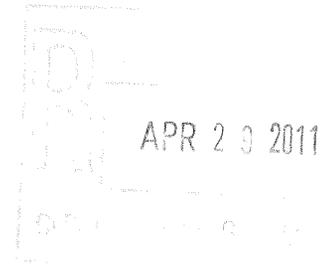
neighborhood, is in a “horse overlay” zone and less than 10% of the 51 homes here keep horses.

Please accept our enthusiastic recommendation of approval for this exceptional project. It is not often that a project offers so many positives to such a wide variety of stakeholders.

Sincerely,

Richard and Jan Kern
49 Empty Saddle Ln.
Rolling Hills Estates, CA 90274
(310) 600-3414

GOOD LOCAL PLANNING, INC.
Making Real Planning a Reality
9909 Topanga Canyon Blvd., Suite 339
Chatsworth, CA 91311
818.355-5130



April 28, 2011

VIA Email and PERSONAL DELIVERY

City Council
Rolling Hills Estates City Hall
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Re: Comments on the Proposed Chandler Ranch / Rolling Hills Country Club

Honorable Council Members:

Our organization, Good Local Planning, Inc. (“Good”), is a organization that is concerned with the implications for the City of Rolling Hills Estates as well as the City of Torrance related to the project known as the Chandler Ranch and Rolling Hills Country Club development proposed for the approximately 228-acre project site, located on the existing sites of the Chandler Quarry and Rolling Hills Country Club (26311 and 27000 Palos Verdes Drive East) in the northeasterly portion of the City of Rolling Hills Estates (the “Property”).

On April 4, 2011, the Planning Commission adopted resolution No. PA-29-07, recommending approval of the Project. The proposed project involves a request for General Plan Amendments, Zone Changes, Tentative Tract Map No. 61287, a Grading Plan, a Development Agreement, an approximately 32-acre annexation/deannexation with the City of Torrance to allow for all residential development to be located within the City of Rolling Hills Estates and golf course/open space to be located in Torrance, a Conditional Use Permit for a Residential Planned Development, a Conditional Use Permit for a golf course clubhouse, and a Neighborhood Compatibility Determination (the “Project”).

Development Agreement.

The Development Agreement before you for consideration requires, at section 3, that the Developer pay \$1 million (over time) for public-related equestrian facilities and improvements. Although section 3 of the Development Agreement is styled as a set of Developer obligations, in fact this section contains the obligation of the City to “match” this Developer contribution with \$1 million of City Park and Recreational Facility Fees. The Development Agreement is ambiguous regarding the timing for and obligations of the City to design, engineer and construct these undefined equestrian facilities and improvements. In fact, the agreement is so ambiguous that it might in fact be unenforceable, because the City’s promise could be considered illusory because (a) there is no time by which it must occur, (b) there is no definition of what it might

mean for the City to allocate its \$1 million of Park and Recreational Facility Fees, and (c) there is no remedy by Developer (or the public) if the City fails to comply with this obligation.

Section 7.2 of the Development Agreement cannot be approved. Operating memoranda are merely a moniker for future modifications or amendments of the Development Agreement, and are not permitted under California law. The Development Agreement will be adopted by ordinance. Once the City makes any such discretionary legislative act, it may not subsequently amend or modify that legislative act without a reconsideration by the City Council. The City cannot delegate this authority to the City Attorney to circumvent the requirements of future legislative consideration and proper exercise of the City's police powers. If there are matters that the City and Developer must consider, then draft the Development Agreement to include those matters or recognize that the Developer may be required to seek subsequent discretionary approvals from the City if it will not strictly comply with the terms of the Development Agreement.

Section 9.2 of the Development Agreement cannot be approved. The Development Agreement is adopted by Ordinance and thus constitutes a legislative act. The City cannot constrain or limit its future legislative functions by contract. Thus, it is wholly improper and an illegal promise by the City to commit the City Council to reconsider the Project if a court determines that the Development Agreement is improper in the first instance. It is also a feat of improper contract drafting to have a provision in an agreement that purports to survive a court determination that the contract itself is invalid.

Section 6 of the Development Agreement and the related Exhibit E are nothing more than window dressing in front of the real purpose of the Development Agreement – to sell the Developer a \$200,000, ten-year option to develop the Project. This is an entirely improper use of the Development Agreement provisions of Government Code section 65864 et seq. The City, nay the public, receive no benefits from this agreement. Rather, the Developer would be given by contract what it cannot get by law. Section 6 is abundantly clear that the Developer need never commence or complete any development of the Project. Indeed, one of the critical path items in Exhibit E, the closing of the landfill, requires approvals from governmental authorities other than the City and may never be granted. The Development Agreement only requires \$200,000 of total payments from the Developer for all of the benefits that the Developer receives under the Development Agreement – not the least of which is locking in the entitlements for 10 years.

The Development Agreement is nothing more than the City selling the Developer a \$200,000 option to allow the Developer to have fully entitled land and then wait up to 10 years for the market for single family homes to return so that the Developer can flip the property to a home builder – that stated goal of Developer in the Development Agreement. This is a bad economic deal for the City, and it does not even reflect the basic deal that the equestrian community thought it had obtained. The press reported that the Developer would pay \$2 million for equestrian improvements in the City. Now we see that if and when the Developer is able to

sell the home sites for a large profit, it will pay \$1 million for unspecified equestrian improvements, and the City will diminish its funds for City parks to pay for the other \$1 million of equestrian improvements. Where is the City's consideration in all of this for the children and families of the City who use parks but do not ride horses? Moreover, if the self-serving equestrian community had not risen up in protest at the planning commission hearing, this improper deal would never have been cut with the developer and the Development Agreement would not even be part of the approvals to be considered for the Project.

Project Splitting.

The Development Agreement purpose is entirely improper and cannot be approved by the City Council, because the Development Agreement is an attempt to approve by Ordinance an improper project splitting that is prohibited by CEQA. The original project upon which the Project is based included certain equestrian-related improvements to the original project. This Developer now wants to develop the homes without equestrian improvements. The equestrian community (apparently represented by the Horsemen's Association) have demanded that the Developer provide equestrian improvements in connection with the Project. Now, we are presented with a Development Agreement that purports to allocate \$2 million for undefined equestrian improvements in the City.

CEQA prohibits project splitting or project segmentation. The undefined, future equestrian improvements have never been identified let alone studied under the EIR. This is the very classic definition of project splitting that is prohibited by CEQA. The equestrian improvements are an integral and necessary component of the Project, and yet have been left to future definition and study under CEQA, after the Project would be approved. This is prohibited by CEQA and the applicable case law.

If the City desires to eliminate the equestrian improvements that were originally part of the home development project, and instead have them be constructed outside of the Project boundaries with the \$2 million required by the Development Agreement, then the City must identify the nature, scope and basic location of all such improvements. Then the City must analyze all of the environmental impacts of those improvements in the EIR. Only after compliance with CEQA could the City consider making all of the discretionary approvals required for the proposed Project. The April 4, 2011 staff report contains some self-serving language that the planning commission did not approve any specific equestrian improvements, because no "equestrian-related projects" have been proposed. Indeed, the Project itself, together with the \$2 million of equestrian improvements to be provided are one and the same project. They cannot be considered separately, as this is the very sort of piecemeal consideration of projects that is prohibited by CEQA.

Brown Act Violations.

It is not clear to us whether the development of the economic deal reflected in the proposed Development Agreement was conducted in accordance with law. We would like the City Attorney to explain why some of the discussions regarding the undefined equestrian improvements occurred at March 8, 2011 meeting of the City Council, the Park and Activities Commission and the Equestrian Committee and whether there were subsequent private negotiations involving the City, the self-styled equestrian emissaries of the Horsemen's Association, and the Developer that are reflected in the final version of the proposed Development Agreement, and whether those private discussions constitute private meetings that violate the open meeting laws of the Brown Act.

CEQA Violations.

The EIR is inadequate, does not comply with CEQA and cannot be certified by the City.

The recent case of Sunnyvale West Neighborhood Association v. City of Sunnyvale City Council (2010) 190 Cal. App 4th 1351, has made clear that the traffic analysis used in the EIR is not proper, because it lacks the proper baseline analysis. *Sunnyvale* requires that traffic studies show impacts on the existing environment, not on hypothetical situations. California case law does not sanction the traffic analysis used in the EIR, which uses future predicted conditions as the baseline for assessing the Project's impacts. The traffic impact from the Project and the project alternatives studied in the EIR must be compared to existing baseline physical conditions. Accordingly, the EIR must be revised to use the actual traffic conditions as they exist now as the baseline against which to measure traffic impacts. The EIR must then be re-circulated for consideration by the public.

Without belaboring the point about project-splitting made above in this letter, all of the environmental impacts from the proposed equestrian improvements must be analyzed in the EIR. The EIR must then be re-circulated for consideration by the public.

Affordable Housing.

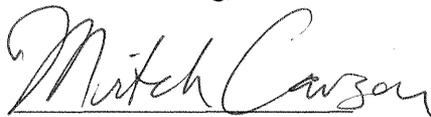
The City should not approve 114 new luxury homes in the community without some contribution from this Project to the City's requirement to carry its fair share of affordable housing supply in the region. There are no affordable housing units proposed as part of the Project.

City Council
City of Rolling Hills Estates
April 28, 2011
Page 5

We urge the City to require the EIR to be revised and recirculated to analyze all of the impacts noted above and otherwise comply with all of the requirements of CEQA. We urge the City to reject the Development Agreement as drafted and seek real and substantial public benefits from the Developer if any development agreement is to be executed in connection with the proposed Project. We urge the City to deny the approvals requested for the Project.

Sincerely,

Good Local Planning, Inc.

By: 
Mitch Carson
President

c: Niki Cutler, AICP (via email)

Niki Cutler

From: Carey, Joseph [jcarey1@uci.edu]
Sent: Monday, May 02, 2011 3:46 PM
To: Niki Cutler
Subject: FW: Rolling Hills CC Project
Attachments: Rolling Hills Estates.doc
 Hope this gets to you—Joe Carey

From: Carey, Joseph
Sent: Tuesday, April 26, 2011 8:49 AM
To: 'nikic@rollinghillsestatesca.com'; 'NikiC@RollingHillsEstatesCa.com'
Subject: FW: Rolling Hills CC Project

From: Carey, Joseph
Sent: Tuesday, April 26, 2011 8:11 AM
To: 'NickiC@rollinghillsestatesca.gov'
Cc: 'vic@ottenandjoyce.com'; careyjs@earthlink.net; 'careysuzi@aol.com'
Subject: Rolling Hills CC Project

To Niki Cutler:

I am a resident of Rolling Hills Estates. My home is situated on the Rolling Hills Country Club golf course, above the 2nd tee box and across the street from the Chandler quarry. I have been a life member of the Sierra Club since 1970 and a member of the Rolling Hills Country Club since 1992. I attended the meeting of the PVP Horsemen's Association, and I read the article by Vic Otten, a lawyer for the Sierra Club, featured on the front page of the *Southern Sierran*.

I am very familiar with the project, having followed the planning because of the location of my home and my membership in the Rolling Hills Country Club. Not only is the project very environmentally friendly, it replaces an ugly, dirty eyesore—the Chandler quarry and landfill—with clean, quiet green space, in return for a modest number of homes. The project will certainly retain the rural atmosphere and contribute positively to the quality of life in the City of Rolling Hills Estates.

The PVPHA backed the project, with some reservations, because the overall impact will benefit equestrians. Most residents of Rolling Hills Estates consider the project to be positive for the community. It is unclear which “environmentalists” Mr. Otten refers to that “will not allow a small group of equestrians to determine what is best for the entire community”.

I will not miss the thundering trucks and swirling dust from the Chandler dirt pit. I think it's time for the Sierra Club lawyers to stop their bluster of acronyms and legalese and think about the overall good of the City of Rolling Hills Estates.

Joseph S. Carey MD
 Clinical Professor, UCI School of Medicine
 Co-Director, California Cardiac Surgery and Intervention Project

California Society of Thoracic Surgeons
101 The City Drive, Bldg 53, Room 117
Orange, CA 92868

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Niki Cutler

From: Hope Nolan
Sent: Monday, May 02, 2011 9:03 AM
To: Niki Cutler
Subject: FW: regarding Chandler Ranch

Hope Nolan
Deputy City Clerk
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274
(310) 377-1577 Ext. 102
HopeN@ci.Rolling-Hills-Estates.ca.us

-----Original Message-----

From: JODI BRUNNENMEYER [mailto:brunnenmeyerfamily@sbcglobal.net]
Sent: Sunday, May 01, 2011 5:26 PM
To: Steve Zuckerman; Frank Zerunyan; Judy Mitchell
Subject: regarding Chandler Ranch

Regarding the Chandler Property,

I recently attended the planning commission session approving the Chandler Ranch project as currently proposed to move forward to council. I was there for my son's community merit badge requirement but I found the proceeding very interesting. What I saw was beautiful project that did not distinguish itself. This project could be built in any city, anywhere. In a word, boring.

As a rural, horse oriented community I saw little of Rolling Hills Estates in the project. In fact I was surprised to hear one of the council pushing for sidewalks, sidewalks? The idea behind RHE is that we don't have the thru traffic which requires sidewalks...rural. You basically design out sidewalks by minimizing through traffic. To their credit the commission only considered sidewalks on the longer streets. But those streets should be broken up or traffic calming measures applied.

As for the horse trail issue, if I was to come in from out of town to play golf at Chandler Ranch would I know I was in Rolling Hills Estates, or could it be confused with Torrance. It should be obvious from the project themes where they are playing.

I looking at the single horse trail (which is already there today so it's not new) I see why the horseman are upset. In my opinion the commission has sidestepped its obligation to stay to the general plan and have caved to the developer's inevitable claim of an unviable project. There needs to be an obvious equestrian presence at Chandler Ranch and I am talking for monetary reasons. Chandler Ranch has to distinguish itself to be viable in the long run as an interesting place to play which means emphasizing the strengths of the community.

This should be simple. When I drive into the club house I should think not just golf but the elegance that goes with an equestrian community. Crossing the main horse trail which leads to a clearly visible ring and stable (far enough away for odor abatement but plainly visible and distinguishing). This would be usable by residence's solving the lack of on lot stables.

The next thing I do is sit in the clubhouse or play. What is the most visible portion of the course from the club house and most holes (without looking at the elevations I believe it is the country club estates view south as one of the highest points. I would branch the main trail and run it along the north side of the estates (below the home owners views) as a skyline ride which ties back in at the field of dreams. It would be spectacular for the horseman and would appear in every camera shot if a worthy tournament was ever played there. Would the grading and retaining walls be expensive, yes, but we would not give up a single plot and the 2 million would pay for everything I have described in this plan.

I don't see the logic in taking money from this project to pay for what taxes should pay for. That is a bad habit to get into as a council.

Dave Brunnenmeyer
11 Encanto Dr RHE



DailyBreeze.com
LAX TO L.A. HEROD

Rolling Hills Estates delays discussion of Chandler Ranch project until June

By Melissa Pamer Staff Writer

Posted: 05/11/2011 05:11:47 PM PDT

Updated: 05/11/2011 09:06:45 PM PDT

A long-discussed plan to transform a deep former rock quarry and aging country club into a luxury residential development and premier golf course has hit a minor snag.

The vision for the 114-home Chandler Ranch, proposed for one of the entry points to Rolling Hills Estates, was on Tuesday taken up by the City Council. After expressing some concern about a few elements of the proposal, the council moved to return to the project in a month.

Mayor Steve Zuckerman had a detailed list of questions about the project, including whether a new clubhouse and some homes could be redesigned to be more in keeping with the city's ranch-style, three-rail-fence aesthetic.

"It's our last chance and it's our last big project," Zuckerman said.

Mike Cope, project manager for Chandler Ranch, said the council's concerns would be considered before the proposal returns to the council.

"We want the project to look like it belongs in Rolling Hills Estates," Cope said. "After 10 years of effort, if the project looks funny, you should string us up."

Cope represents the Chandler family, which owns a construction-waste landfill operation at

a former sand and gravel quarry. The Chandlers are proposing the 228-acre development in conjunction with the neighboring Rolling Hills Country Club, which would get a longer, Arnold Palmer-designed golf course and new facilities.

The concept of turning the quarry into a development has taken various

forms in the past several decades. The current vision, submitted to the city in 2008, encountered opposition from equestrians in part because it failed to complete a planned horse trail and because homes did not include horse-keeping facilities.

Some equestrians appear to be satisfied with a deal that would see some \$2 million in fees and donations from Chandler Ranch going toward public horse projects in the city. Others, including some who are affiliated with a local branch of the Sierra Club, have vowed to sue over the project.

The Palos Verdes-South Bay Regional Group of the environmental organization sent a six-page letter to the city detailing concerns related in large part to the future horse projects, which have not been reviewed as part of the Chandler Ranch proposal.

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C-219

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The city's environmental consultant said the state-required review was "a legally defensible document that will withstand any kind of challenge."

Members of the public, who nearly filled council chambers, were not invited to speak at the nearly 2 1/2-hour hearing. Zuckerman told them their comments would be heard at the next meeting on Chandler Ranch, set for June 14.

melissa.pamer@dailybreeze.com



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C-220



Print Page

Chandler Ranch hearings begin

By Jeremiah Dobruck, Peninsula News
Friday, May 13, 2011 10:24 AM PDT

RHE — The Rolling Hills Estates City Council began wading through final details of the Chandler Ranch development Tuesday night. It's the beginning of the city's final check of the 228-acre project that's been in the works for almost 10 years.

Plans, a development agreement, and the project's environmental impact report have gone through multiple revisions while working their way through city staff and the Planning Commission. Now they have reached the city's highest level.

In the more-than-two-hour time slot dedicated to the development, the council heard an overview of the project and asked questions ranging from drainage and traffic to the aesthetics of the project.

It was the start of a process that's expected to span multiple council meetings.

"We want to do this methodically, and we want to do this for the benefit of everybody," Councilman Frank Zerunyan said.

The project is a collaboration between the Rolling Hills Country Club and the Chandler family, which owns the Chandler Sand and Gravel Facility where Palos Verdes Drive East turns into Narbonne Avenue.

Since 2002, RHCC and the Chandler organization have been working on a project that will create a new clubhouse and 18-hole golf course for RHCC and build a 114-lot residential development for Chandler. It would cover the current gravel pit.

Some complexities of the project include \$15 million of development fees paid to local cities and school districts, \$2 million earmarked for equestrian projects in exchange for removing horse zoning from some of the land and a swap of jurisdiction over 32 acres of land between RHE and Torrance.

That swap created some questions about schools' jurisdictions on Tuesday night. About half of the 114 homes will technically be built within the city of Torrance even though they will have RHE addresses and be under RHE's jurisdiction. That, however, does not include them in the Palos Verdes Peninsula Unified School District.

If approved, about half the households in the development would attend Torrance Unified School District schools and half would attend PVPUSD schools unless parents petition otherwise.

The public did not have a chance to speak to the council on the development yet, but RHCC and Chandler representatives positioned the project as a benefit to the community.

They emphasized that the project will eliminate 60,000 annual truck trips from the gravel facility, pay out \$15 million in fees to local governments and cover up the inert landfill currently at Narbonne and PV Drive East.

"One of the major objectives is to close this major heavy industrial use as soon as possible," Mike Cope, Chandler's representative said.

The final concern covered Tuesday was aesthetic.

C-221

The City Council is currently forgoing approval of housing designs for the project. When Chandler has final architectural models for the homes, the council will decide if they are compatible with the surrounding neighborhood.

However, that didn't stop council members from commenting on the design of the homes or proposed clubhouse.

Mayor Steve Zuckerman asked Cope if the clubhouse could be reworked and if the council could have some guarantee that the look of the project will be consistent with the surrounding city.

"We have what I like to call, a sense of place. ... You can look down that street and say I'm in Rolling Hills Estates," he said. "One of the reasons you can do that — and it may sound insignificant but it's real — and that's the three-rail fences."

He asked Cope if there was a way to maintain that sense of place and include RHE's signature fence without making the project look silly.

"After 10 years of efforts, if the project looks funny, you should string us up," Cope said, adding that RHCC and Chandler will come back at the next meeting and address those concerns.

The hearing will continue at RHE's June 14 council meeting at 8 p.m.

jdobruck@pvnews.com

Dear Senator Feinstein,

The Mayor and City Council of Rancho Palos Verdes would like to encourage your office to investigate the potential hazards at the Rancho LPG Holdings LLC facility at 2110 N. Gaffey St., San Pedro, CA 90731.

Our concerned citizens gave us copies of documents that are disturbing and may pose a potential threat to our citizens, their property and their business. A representative of one of our HOA attended a meeting with North West San Pedro Neighborhood Council and representatives from Rancho Holdings. They reported to us that Rancho Holdings has a “like/kind” inspection policy which is when they inspect one tank and assume the other tank is in similar condition. This policy of inspections would not be tolerated for airlines or nuclear facilities. We hope this inspection policy would be part of your investigation.

The Rancho Holdings LLC facility was built in 1973 without permits. We have seen the permits in 1978 stating “These permits are to legalize tanks that were built in 1973 without a permit”. We request an explanation how such a facility can be built without permits. We also would like information how an inspector can do a thorough inspection it is built and operational.

According to Los Angeles City Planning Department website it is within an earthquake fault zone, methane zone, landslide and liquefaction zone. How can the permit in 1978 be signed off under these circumstances?

According to the Los Angeles Building and Safety office there is NO seismic gas shut off valve located at that parcel.

We believe this facility poses a potential terrorist threat because we can easily park our car or stand within a couple hundred feet of these tanks.

This is a photo of the Rancho LPG tanks which was taken from the heavily used Field of Dreams Park located across Westmont Avenue.



There is a nearby municipal airport in Torrance, CA that routinely services small aircraft that fly over the area the propane and butane tanks are located.

There was a recent quantitative risk analysis report by Cornerstone that caused us concern because five of the eight scenarios posed a risk to the lives and property of the citizens of Rancho Palos Verdes. We have dedicated a staff member to monitor this issue and we agree with our citizens that this is very important to public safety.

The facility was recently purchased August 10, 2010 for \$19,000,190.00.

The City of Rancho Palos Verdes would like to further assist your office in your investigation into this facility and provide support as needed.

Thank you for your attention regarding this issue. Please let our staff know if we may be of further assistance.

Salutations etc...

WORKERS COMP. CERTIFICATE EXEMPT ON FILE 6-4

1 APPLICATION FOR INSPECTION OF NEW BUILDING AND FOR CERTIFICATE OF OCCUPANCY BAS 8.1 - R.R. 4

CITY OF LOS ANGELES DEPT. OF BUILDING AND SAFETY

INSTRUCTIONS: 1. Applicant to Complete Numbered Items Only. 2. Plot Plan Required on Back of Original

1. LEGAL DESCR.	Parcel A	BLK	TRACT	PMLA #2503	DIST. MAP 4937 CENSUS TRACT 2951.00
2. PURPOSE OF BUILDING	liquefied petroleum gas Storage Tank				ZONE M3-1
3. JOB ADDRESS	2110 N. Gaffey St.				FIRE DIST II
4. BETWEEN CROSS STREETS	Anaheim	AND		Battery	LOT (TYPE) int
5. OWNER'S NAME	Petrolane Inc.				LOT SIZE irreg
6. OWNER'S ADDRESS	1000 E. Hill St. Long Beach				
7. ENGINEER	Chicago Bridge & Iron Co.				ALLEY /
8. ARCHITECT OR DESIGNER	Chicago Bridge & Iron Co.				BLDG. LINE /
9. CONTRACTOR	Chicago Bridge & Iron Co.				AFFIDAVITS fill 4500
10. BRANCH LEADER					see map for easm'g
11. SIZE OF NEW BLDG.	STORIES	HEIGHT	NO. OF EXISTING BUILDINGS ON LOT AND USE		
WIDTH 175' LENGTH 95' HEIGHT					
12. MATERIAL OF CONSTRUCTION	ROOF	FLOOR	SEISMIC STUDY ZONE		
steel	steel	steel			
13. JOB ADDRESS	2110 N. GAFFEY ST.				DIST. OFFICE SP
14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING	\$ 511,000				CRIT. SOIL /
	2 of 2 TV = \$1,022,000				GRADING yes
					HIGHWAY DED. yes
PURPOSE OF BUILDING	liquefied petroleum gas storage Tank			STORIES	HEIGHT
TYPE	GROUP	BLDG. AREA	PLANS CHECKED	FLOOR	
IV	MISC.	TOTAL	PLANS APPROVED	CONS	
DWELL. UNITS	MAX. OCC.		APPROVED	ZONED BY Johnson	
GUEST ROOMS	PARKING REQ'D	PARKING PROVIDED	APPROVED	FILE WITH	
SPRINKLERS REQ'D SPECIFIED	CONT. INSP.	WELDING CONC.	COMB.	GEN.	INSPECTOR M
1	SFC PAID	SFC DUE	P.M.	IF	G.P.I.
C. No. W-9814	PLAN CHECK EXPIRES ONE YEAR AFTER FEE IS PAID. PERMIT EXPIRES TWO YEARS AFTER FEE IS PAID OR 100 DAYS AFTER FEE IS PAID IF CONSTRUCTION IS NOT COMMENCED.				TYPIST
	6-13-77 80808 66-666 2,24486				
	CAR--9-78 704575 •57626 S-1 CRK 1-5-77				

STATEMENT OF RESPONSIBILITY

I certify that in doing the work specified herein I will not employ any person in violation of the Labor Code of the State of California relating to workmen's compensation insurance.

"This permit is an application for inspection, the issuance of which is not an approval or an authorization of the work specified herein. This permit does not authorize or permit, nor shall it be construed as authorizing or permitting the violation or failure to comply with any applicable law. Neither the City of Los Angeles, nor any board, department, officer or employee thereof make any warranty or shall be responsible for the performance or results of any work described herein, or the condition of the property or soil upon which such work is performed." (See Sec. 91.0202 L.A.M.C.)

Signed: Frank B. Marshall Signature/Date: Armenariz 6/10/77
(Owner or Agent having Property Owner's Consent)

ADDRESS APPROVED	DRIVEWAY		HIGHWAY DEDICATION		REQUIRED
					COMPLETED
FLOOD CLEARANCE					
SEWERS	SEWERS AVAILABLE		NOT AVAILABLE		
NO SEWER/PLUMBING REQ'D	SFC PAID		SFC DUE		
SFC NOT APPLICABLE					
APPROVED FOR ISSUE	NO FILE				
APPROVER (TITLE 19) (L.A.M.C.-5700)					
HOUSING AUTHORITY APPROVAL					
APPROVED UNDER CASE #					
APPROVED FOR					
RECEIPT NO.	DWELLING UNITS				

1

WORKMEN'S COMP. CERTIFICATE EXEMPTED - ON FILE

APPLICATION FOR INSPECTION OF NEW BUILDING AND FOR CERTIFICATE OF OCCUPANCY

B&S B 1 - RR '9

CITY OF LOS ANGELES

DEPT. OF BUILDING AND SAFETY

INSTRUCTIONS: 1. Applicant to Complete Numbered Items Only. 2. Plot Plan Required on Back of Original.

1. LEGAL DESCR	LOT	BLK	TRACT	DIST. MAP
Parcel A			PMLA #2503	4937
2. PURPOSE OF BUILDING				CENSUS TRACT
liquefied petroleum gas Storage Tank				2951.00
3. JOB ADDRESS				ZONE
2110 N. Gaffey St.				M3-1
4. BETWEEN CROSS STREETS				FIRE DIST.
Anaheim		AND		II
		Battery		LOT (TYPE)
5. OWNER'S NAME				int
Petrolane Inc.				LOT SIZE
6. OWNER'S ADDRESS				irreg
1600 E. HILL ST. LONG BEACH 40566				
7. ENGINEER				ALLEY
Stanley Morrison				/
8. ARCHITECT OR DESIGNER				BLDG LINE
Chicago Bridge & Iron Co.				/
9. CONTRACTOR				AFFIDAVITS
Chicago Bridge & Iron Co.				f: 11 4500
10. BRANCH LENDER				see map for easm't
11. SIZE OF NEW BLDG.				
WIDTH	LENGTH	STORIES	HEIGHT	NO OF EXISTING BUILDINGS ON LOT AND USE
175'	95' HIGH			
12. MATERIAL OF CONSTRUCTION				SEISMIC STUDY ZONE
steel		steel		
13. JOB ADDRESS				DIST OFFICE
2110 N. GAFFEY ST.				SP
14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING				CRIT. SOIL
\$ 511,000				/
2 f 2 TV = \$1,022,000				GRADING
				yes
				HIGHWAY DED.
				yes

PURPOSE OF BUILDING		STORIES	HEIGHT	FLOOD	
liquefied petroleum gas storage Tank		1	95'	1	
TYPE	GROUP OCC.	BLDG AREA	PLANS CHECKED	CONS	
TV	MISC.		Harder	1	
DWELL. UNITS	MAX OCC.	TOTAL	PLANS APPROVED	ZONED BY	
			Johnson	Johnson	
PARKING ROOMS	PARKING REQ'D	PARKING PROVIDED	APPLICATION APPROVED	FILE WITH	
SPRINKLERS REQ'D SPECIFIED	CONT. INSP.	INSPECTION ACTIVITY			INSPECTOR
	WELDING, CONC	COMB	GEN	MAJ	CONS
					M
P.C.	S.P.C.	P.M.	I.F.	G.P.I.	C.O.
1					

P.C. No. W-9814 PLAN CHECK EXPIRES ONE YEAR AFTER FEE IS PAID PERMIT EXPIRES TWO YEARS AFTER FEE IS PAID OR 180 DAYS AFTER FEE IS PAID IF CONSTRUCTION IS NOT COMMENCED.

6-13-77 80828 66-600 2,244.00

CASHIER'S USE ONLY

ARR--9-78 704575 •59626 S-1 OK 1,501.00

STATEMENT OF RESPONSIBILITY

I certify that in doing the work specified herein I will not employ any person in violation of the Labor Code of the State of California relating to workmen's compensation insurance.

"This permit is an application for inspection, the issuance of which is not an approval or an authorization of the work specified herein. This permit does not authorize or permit, nor shall it be construed as authorizing or permitting the violation or failure to comply with any applicable law. Neither the City

PUBLIC RECORD
APPLICATION FOR INSPECTION OF NEW BUILDING
AND FOR CERTIFICATE OF OCCUPANCY

CITY OF LOS ANGELES

C-4
 U.S. & S. B. 1-1-81
 DEPT. OF BUILDING AND SAFETY

INSTRUCTIONS: Applicant to Complete Numbered Items Only. 2. Plot Plan Required on Back of Original.

LEGAL DESCR.	LOT	BLOCK	TRACT	COUNCIL DISTRICT NO.	DIST. MAP
	A		Parcel Map 2503	15	4937
2. PURPOSE OF BUILDING					CENSUS TRACT
73) LP-Gas Terminal - TWO TANKS - ONLY					2951.00
3. JOB ADDRESS					FIRE DIST.
2110 N. Caffey St. San Pedro 90731					Side
4. BETWEEN CROSS STREETS AND					ST TYPE
Westmont BATTERY ANAHEIM					Int
5. OWNER'S NAME					LOT SIZE
Petrolana 427-5471					1RR
6. OWNER'S ADDRESS					ALLEY
1600 E. Hill St. Long Beach 90806					--
7. ENGINEER					BLDG. LINE
Ben Holt Co. 374012-73 255-815 213-684-2541					See Map for
8. ARCHITECT OR DESIGNER					AFFIDAVITS
Ben Holt Co. 374012-73 255-815 213-684-2541					ZI 1151
9. ARCHITECT OR ENGINEER'S ADDRESS					CPT 6-1-46
201 S. Lake Ave. Pasadena, CA 91360 681-4098					CFG 4500 PSF
10. CONTRACTOR					
KENNEDY Ben Holt Co. 374012-73 255-815 213-684-2541					
11. SIZE OF NEW BLDG.		STORIES	HEIGHT	NO. OF EXISTING BUILDINGS ON LOT AND USE	
WIDTH	LENGTH	None	10' ±	2 - Office	
12. MATERIAL OF CONSTRUCTION		EXT. WALLS	ROOF	FLOOR	
		Concrete	Concrete		
13. JOB ADDRESS					DISTRICT OFFICE
1 2110 N. Caffey St. San Pedro					SP
14. VALUATION TO INCLUDE ALL FIXED EQUIPMENT REQUIRED TO OPERATE AND USE PROPOSED BUILDING					SEISMIC STUDY ZONE
					--
					GRADING
					Yes
					FLOOD
					--
					HWY. JED.
					Yes
					CCNS.
					--
PURPOSE OF BUILDING					ZONED BY
TWO TANKS FOUNDATION, CATWALKS & STAIRS					J. Howell
TYPE					FILE WITH
					TYPIST
					R7
					INSPECTOR
DWELL UNITS		MAX. OCC.	TOTAL	APPROX. VALUE	
0				184.45	
GUEST ROOMS		PARKING REQ'D.	PARKING PROVIDED	CASHIERS USE ONLY	
0		N/C		C 184.45 B-PC	
				A7437 3 03/18/82 184.45 C/TD	
SPRINKLERS		CONT. INSP.		C 217.00 BP-R	
REQ'D		3 mos # CONC.		46149 000	
SPECIFIED		LIC. FAB for Welding		03161 1 06/03/82 217.00 C/TD	
P.M.					
184.45					
S.P.C.					
I.F.					
217.00					
O.S.					
None					
C/O					
None					
OFFICE					
ENERGY					
None					
NO					
PLAN SHEET EXPIRES ONE YEAR AFTER FEE IS PAID. PERMIT EXPIRES 30 DAYS AFTER FEE IS PAID OR 180 DAYS AFTER FEE IS PAID IF CONSTRUCTION IS NOT COMMENCED.					

DECLARATIONS AND CERTIFICATIONS

LICENSED CONTRACTORS DECLARATION

I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Building and Professions Code, and my license is in full force and effect.

Date: 6/2/1982 Lic. Class: AAB Lic. No. 71287 Contractor's Signature: C. J. [Signature]
 Contractor's Mailing Address: 350 S. LAKE AVE., SUITE 113-105, PASADENA

CASHIERS USE ONLY

**City of Los Angeles
Office of Finance - LATAx
General Taxpayer Information**

MASTER ACCOUNT	LEGAL NAME	REG STATUS	REG CREATE DATE	MASTER MAILING ADDRESS
----------------	------------	------------	-----------------	------------------------

0002381507	RANCHO LPG HOLDINGS LLC	Full	10/06/2008	
------------	-------------------------	------	------------	--

LOCATION ACCOUNTS	LOCATION ADDRESS	MAILING ADDRESS	Primary NAICS Secondary NAICS	LOCATION DBA	LOCTN START DATE	LOCTN END DATE	IN CITY Y/N	ENFORCEMENT COUNCIL EMPOWERMENT
-------------------	------------------	-----------------	----------------------------------	--------------	------------------	----------------	-------------	---------------------------------

0002381507-0001-5	2110 N GAFFEY STREET SAN PEDRO, CA 90731-1251	333 CLAY STREET SUITE # 1600 HOUSTON, TX 77002-4101	541990		10/01/2008			Enforcement District S Council District 15 No Zone
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LOCATION BREAKDOWN

FCC	FCC DESCRIPTION	CERTIFICATE or PERMIT STATUS	START of BUSINESS DT	OUT of BUSINESS DT	PRIMARY FCC NAICS	FCC MAILING ADDRESS	FCC DBA
-----	-----------------	------------------------------	----------------------	--------------------	-------------------	---------------------	---------

F708	Bulk Distributing Station	Active	11/13/2008				
F748	Marine Oil Terminal	Active	11/13/2008				
L042	Wholesale Sales	Cancelled	10/01/2008	10/01/2008			
L046	Prop/Coll/Sport/Vend/Freight	Cancelled	10/01/2008	10/01/2008			
L049	Professions/Occupations	Active	10/01/2008		541990		
N005	Tobacco Retailer	Cancelled	10/09/2008	10/09/2008			

***** END OF REPORT *****

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2110 N GAFFEY ST

Address/Legal
 Site Address 2240 N GAFFEY ST
 Site Address 2110 N GAFFEY ST
 ZIP Code 90731
 PIN Number 024B197 6
 Lot/Parcel Area (Calculated) 802,803.1 (sq ft)
 Thomas Brothers Grid PAGE 824 - GRID B1
 Assessor Parcel No. (APN) 7412026008
 Tract P M 2593
 Map Reference BK 22-29
 Block None
 Lot A
 Adj. (Lot Cut Reference) None
 Map Sheet 024B197
 Map Sheet 027B197

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[Planning and Zoning](#)
[Assessor](#)
[Case Numbers](#)
[Citywide/Code Amendment Cases](#)
[Additional](#)
[Economic Development Areas](#)
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Measure Tool

Length in:
 Feet 937.731
 Miles 0.178

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Special Notes: None
 Zoning: OIM2-1VL
 Zoning: OIM3-1VL
 Zoning: 74-191E
 Zoning Information (ZI): Light Manufacturing
 General Plan Land Use: Heavy Manufacturing
 General Plan Land Use: Heavy Manufacturing
 Plan Footnote - Site Req: See Plan Footnotes
 Additional Plan Footnotes: San Pedro
 Additional Plan Footnotes: Wilmington
 Hillside Area (Zoning Code): Yes
 Specific Plan Area: None
 Historic Preservation Review: No
 POD - Pedestrian Oriented: None
 Districts: None
 Overlay: None
 NSO - Neighborhood Stabilization Overlay: No
 Streetscape: No
 Sign District: No
 Adaptive Reuse Incentive Area: None
 Baseline Manonization: No
 Ordinance: None
 CRA - Community Redevelopment Agency: None
 Central City Parking: No
 Downtown Parking: No
 Building Line: None
 500 FT School Zone: No
 500 FT Park Zone: Active: Field of Dreams

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[Planning and Zoning](#)
[Assessor](#)

Assessor Parcel No. (APN) 7412026006
 Ownership (Assessor)
 Ownership (City Clerk)
 APN Area (Co. Public Works) 19,800 (ac)

Use Code Not Available
 Assessed Land Val. \$1,326,216
 Assessed Improvement Val. \$0
 Last Owner Change 08/10/10
 Last Sale Amount \$19,000,190
 Tax Rate Area 14
 Deed Ref No. (City Clerk) 514248
 Deed Ref No. (City Clerk) 2788606
 Deed Ref No. (City Clerk) 1,65
 Building 1 No data for building 1
 Building 2 No data for building 2
 Building 3 No data for building 3
 Building 4 No data for building 4
 Building 5 No data for building 5

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Generalized Zoning

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2110 N GAFFEY ST

- Address Legal
- Jurisdictional
- Planning and Zoning
- Assessor

Assessor Parcel No. (APN) 7412026006

Ownership (Assessor)

Ownership (City Clerk)

APN Area (Co. Public Works) 19,800 (ac)

Use Code Not Available

Assessed Land Val. \$1,326,216

Assessed Improvement Val. \$0

Last Owner Change 08/10/10

Last Sale Amount \$19,000,190

Tax Rate Area 14

Deed Ref No. (City Clerk) 514248

Deed Ref No. (City Clerk) 2788606

Deed Ref No. (City Clerk) 1,65

Building 1 No data for building 1

Building 2 No data for building 2

Building 3 No data for building 3

Building 4 No data for building 4

Building 5 No data for building 5

- Case Numbers
- Citywide/Code Amendment Cases
- Additional
- Economic Development Areas
- Public Safety

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1,000 Feet

Generalized Zoning

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Help News! Resources Reports

2110 N GAFFEY ST

- Address Legal
- Jurisdictional
- Planning and Zoning
- Assessor
- Case Numbers
 - Recent Activity: None
 - City Planning Commission: CPC-2005-8762-LCA
 - City Planning Commission: CPC-1866-122-SPC
 - City Planning Commission: CPC-1866-665-2G
 - City Planning Commission: CPC-1866-833-6PC
- Ordinance: ORD-171438-SAG
- Zoning Administration: ZA-1898-349J
- Subdivision/PM Case: AA-2000-4177-PNEX
- Environmental: ENV-2005-8253-ND
- Environmental: ENV-2005-8253-MND
- Environmental Case: ND-83-84-ZC-HD
- Environmental Case: ND-88-813-ZC-PA
- Affidavit: AF-91-976886-LT
- Compact Filled Ground: CFG-4500

- Citywide/Code Amendment Cases
- Additional
- Economic Development Areas
- Public Safety

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- Assessor
- Case Numbers
- Citywide/Code Amendment Cases
 - City Planning Commission
 - CPC-2007-5740-CA
 - CPC-2007-5945-CA
 - CPC-2007-590-CA
 - CPC-2007-590-CA
 - CPC-2007-485-CA
 - CPC-2007-3178-CA
 - CPC-2007-3036-CA
 - CPC-2007-280-ICO
 - CPC-2007-2216-CA
 - CPC-2007-2134-CA
 - CPC-2007-1207-CA
 - CPC-2007-106-CA
 - CPC-2006-841-CA
 - CPC-2006-7821-CA
 - CPC-2006-481-ICO
 - CPC-2006-3936-CA
 - CPC-2006-1963-CA
 - CPC-2006-9354-CA
 - CPC-2006-8262-CA
 - CPC-2006-5849-CA
 - CPC-2006-5847-CA
 - CPC-2006-3903-CA
 - CPC-2006-3883-CA
 - CPC-2006-3881-CA
 - CPC-2006-361-CA
 - CPC-2006-1124-CA
 - CPC-2006-1122-CA
 - CPC-2006-1101-CA
 - CPC-2006-1081-CA
 - CPC-2004-7463-CA
 - CPC-2004-6979-CA
 - CPC-2004-6987-CA
 - CPC-2004-4398-CA
 - CPC-2004-3384-CA
 - CPC-2004-2690-CA
 - CPC-2004-159-CA
 - CPC-2003-7784-SP-CA
 - CPC-2003-6866-CA
 - CPC-2003-4547-GPA-ZC-CA
 - MPR
 - City Planning Commission
 - CPC-2003-4151-CA
 - CPC-2003-4016-CA
 - CPC-2003-2020-CA

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1,000 Feet

Generalized Zoning

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[ENV-2004-755-CE](#)
[ENV-2004-690-CE](#)
[ENV-2004-698-CE](#)
[ENV-2004-490-CE](#)
[ENV-2004-318-CE](#)
[ENV-2004-269-CE](#)
[ENV-2004-229-CE](#)
[ENV-2004-161-CE](#)
[ENV-2004-124-CE](#)
[ENV-2003-805-CE](#)
[ENV-2003-710-CE](#)
[ENV-2003-527-CE](#)
[ENV-2003-401-CE](#)
[ENV-2003-321-CE](#)
[ENV-2003-323-CE](#)
[ENV-2003-293-CE](#)
[ENV-2003-114-CE](#)
[ENV-2003-109-CE](#)
[ENV-2002-694-CE](#)
[ENV-2002-500-CE](#)
[ENV-2002-487-CE](#)
[ENV-2002-433-CE](#)
[ENV-2002-410](#)
[ENV-2002-411-CE](#)
[ENV-2002-392-CE](#)
[ENV-2002-389-CE](#)
[ENV-2002-3159](#)
[ENV-2002-1922-CE](#)
[ENV-2002-142-CA](#)
[ENV-2002-127-CE](#)
[ENV-2001-846-ND](#)
[ENV-2001-838-CE-CA](#)
[ENV-2001-759-CA](#)
[ENV-2001-6878](#)
[ENV-2001-495-CE](#)
[ENV-2001-482-CE](#)
[ENV-2001-3700](#)
[ENV-2001-3689](#)
[ENV-2001-2831-CE](#)
[ENV-2001-2398-ACI](#)
[ENV-2001-2101-CE](#)
[ENV-2001-1808-ACI](#)
[ENV-2001-1761-CE](#)
[ENV-2001-1124-ACI](#)
[ENV-2000-5018-CA](#)
[ENV-2000-4371-CE](#)
[ENV-2000-455-CE](#)
[ENV-2000-452-LND](#)
[ENV-1987-9876-EAF](#)
[CE-1989-3104](#)

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[Economic Development Areas](#)
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1,000 Feet

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- Address Legal
- Jurisdictional
- Planning and Zoning
- Assessor
- Case Numbers
- Citywide/Code Amendment Cases
- City Planning Commission Cases
- Zoning Administration Cases
- Environmental Cases
- Additional
 - Airport Hazard: None
 - Coastal Zone: None
 - Farmland: Area Not Mapped
 - Very High Fire Hazard: No
 - Severely Zone: None
 - Fire District No. 1: No
 - Flood Zone: None
 - Hazardous Waste / Border: No
 - Zone Properties: None
 - Methane Hazard Site: Methane Zone
 - High Wind Velocity Areas: No
 - Special Grading Area (BOE Basic Grid Map A-13372): Yes
 - Oil Wells: None
 - Alquist-Pirollo Fault Zone: No
 - Distance to Nearest Fault: Within Fault Zone
 - Landslide: YES
 - Liquefaction: YES
- Economic Development Areas
- Public Safety

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- ▶ Case Numbers
- ▶ Citywide/Code Amendment Cases
- ▶ City Planning Commission Cases
- ▶ Zoning Administration Cases
- ▶ Environmental Cases
- ▶ Additional
- ▶ Economic Development Areas
- ▶ Public Safety

Police Information

Bureau	South
Division / Station	Heiber
Reporting District	521
Fire Information	
District / Fire Station	36
District / Fire Station	36
Battalion	0
Battalion	0
Division	0
Division	0
Red Flag Restricted	No
Parking	

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2110 N GAFFEY ST

Address/Legal
 Site Address 2240 N GAFFEY ST
 Site Address 2110 N GAFFEY ST
 ZIP Code 90731
 PIN Number 024B197 6
 Lot/Parcel Area (Calculated) 802,803.1 (sq ft)
 Thomas Brothers Grid PAGE 824 - GRID B1
 Assessor Parcel No. (APN) 7412026008
 Tract P M 2593
 Map Reference BK 22-29
 Block None
 Lot A
 Adj. (Lot Cut Reference) None
 Map Sheet 024B197
 Map Sheet 027B197

[Jurisdictional](#)
[Planning and Zoning](#)
[Assessor](#)
[Case Numbers](#)
[Citywide/Code Amendment Cases](#)
[Additional](#)
[Economic Development Areas](#)
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Measure Tool

Length in:
 Feet: 1,520.833
 Miles: 0.288

0.19 Miles
 1,000 Feet

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*Los Angeles Unified School District
Board of Education*



DR. RICHARD VLADOVIC
Board Member, District 7

Carmen A. Trutanich
Los Angeles City Attorney
200 N. Main Street, 8th Floor
Los Angeles, CA 90012

March 29, 2011

Dear Mr. Trutanich,

As a neighbor, community member, and as the elected LA Unified School District Board of Education member for this area, I am deeply concerned by the Rancho LPG Butane facility located in close proximity to three schools and numerous single family dwellings. I have been overwhelmed with concerned parents and community members who have reached out to me for help. These parents and community members along with the LAUSD office of Environmental Health and Safety, are concerned that the safety and security of our students and staff may be impacted should a process upset or accidental chemical release occur at this facility. In light of the impact the recent Tsunami in Japan had on Japan's nuclear facilities, we are all reminded that Rancho LPG is in a Tsunami Inundation Zone and that accidents do occur- often with devastating consequences.

We are aware that the City Council has previously asked the Port of Los Angeles to look for an alternative location for Rancho LPG. I completely endorse the relocation of the facility to a secure location away from our children. We should all use extra-ordinary care when it comes to the safety of our students.

Thank you for your consideration and assistance in this regard. I can be reached at (213) 241-6385 should you have any questions.

Sincerely,

Dr. Richard A. Vladovic
LAUSD Board Vice President





Steve Cooley
Los Angeles County District Attorney
210 W. Temple Street, Suite 18000
Los Angeles, CA 90012

April 1, 2011

Dear Mr. Cooley,

As a neighbor, community member, and as the elected LA Unified School District Board of Education member for this area, I am deeply concerned by the Rancho LPG Butane facility located in close proximity to three schools and numerous single family dwellings. I have been overwhelmed with concerned parents and community members who have reached out to me for help. These parents and community members along with the LAUSD office of Environmental Health and Safety, are concerned that the safety and security of our students and staff may be impacted should a process upset or accidental chemical release occur at this facility. In light of the impact the recent Tsunami in Japan had on Japan's nuclear facilities, we are all reminded that Rancho LPG is in a Tsunami Inundation Zone and that accidents do occur- often with devastating consequences.

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Thank you for your consideration and assistance in this regard. I can be reached at (213) 241-6385 should you have any questions.

Sincerely,

Dr. Richard A. Vladovic
LAUSD Board Vice President



*Los Angeles Unified School District
Board of Education*



DR. RICHARD VLADOVIC
Board Member, District 7

Kamala D. Harris
California State Attorney General
P.O. Box 944225
Sacramento, CA 94244

April 1, 2011

Dear Ms. Harris,

As a neighbor, community member, and as the elected LA Unified School District Board of Education member for this area, I am deeply concerned by the Rancho LPG Butane facility located in close proximity to three schools and numerous single family dwellings. I have been overwhelmed with concerned parents and community members who have reached out to me for help. These parents and community members along with the LAUSD office of Environmental Health and Safety, are concerned that the safety and security of our students and staff may be impacted should a process upset or accidental chemical release occur at this facility. In light of the impact the recent Tsunami in Japan had on Japan's nuclear facilities, we are all reminded that Rancho LPG is in a Tsunami Inundation Zone and that accidents do occur- often with devastating consequences.

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Thank you for your consideration and assistance in this regard. I can be reached at (213) 241-6385 should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Richard A. Vladovic". The signature is written in a cursive style.

Dr. Richard A. Vladovic
LAUSD Board Vice President



RANCHO

LPG Holdings LLC

RECEIVED
APR 26 2011
PLANNING, BUILDING AND
CODE ENFORCEMENT

April 18, 2011

Mr. Kit Fox
Associate Planner
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275-5391

Dear Mr. Fox,

Since May 2009 Rancho LPG Holdings, LLC (Rancho) has held a number of regular meetings with community and neighborhood leaders in an effort to have an open dialogue regarding our Gaffey Street LPG facility. Rancho remains committed to continue meeting with the community to keep the channels of communication open. This letter is an invitation for you to attend our next meeting scheduled for May 11, 2011.

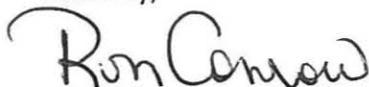
In response to requests from the community Rancho has implemented two changes which we trust will better facilitate the needs of the community. First the meetings have been changed from Tuesday to Wednesday so not to conflict with any regular monthly neighborhood council meeting. Second the meeting time has been changed from the afternoon to evening to accommodate working community members. As a result, our next meeting has been scheduled for **6:00 pm** on **Wednesday** May 11, 2011 at the Crown Plaza Hotel at 601 South Palos Verdes Street, San Pedro.

Rancho wishes to limit the meeting to no more than three representatives from each neighborhood council, community group, or public agency/office. The meeting is by invitation only, and an RSVP by phone, e-mail, or letter is required. Invitees are asked to check in at the door prior to the meeting to confirm contact information for any follow-up letters that may be sent out as a result of the meeting; Rancho will in turn provide contact information for the meeting presenters.

We look forward to hearing from you.

Please RSVP to Isabel Viramontes at viramontes@rancholpg.com or 310-833-5275.

Sincerely,



Ron Conrow
Rancho LPG Holdings, LLC