






MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS
FROM: CAROLYNN PETRU, AICP, DEPUTY CITY MANAGER 
DATE: OCTOBER 4, 2011
SUBJECT: BORDER ISSUES STATUS REPORT
REVIEWED: CAROLYN LEHR, CITY MANAGER 
Project Manager: Kit Fox, AICP, Senior Administrative Analyst 

RECOMMENDATION

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

EXECUTIVE SUMMARY

This month's report includes:

- A brief update on the proposed *Chandler Ranch*/Rolling Hills Country Club project in Rolling Hills Estates and Torrance;
- An update on 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 the latest community relations meeting; and,
- An update on Marymount College's master plan for its campus on Palos Verdes Drive North in Los Angeles (San Pedro).

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/2011/20111004_BorderIssues_StatusRpt.cfm

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DISCUSSION

Current Border Issues

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

On July 26, 2011, the Rolling Hills Estates City Council unanimously certified the project EIR and approved the 114-home *Chandler Ranch/Rolling Hills Country Club* project (see attached Staff report and *Daily Breeze* and *PV News* articles). The three (3) ordinances related to these entitlements subsequently passed second reading and were adopted on August 9, 2011. The project still requires final approval by the City of Torrance (for portions of the project currently located within that city) and by the Los Angeles County Local Agency Formation Commission (for an eventual 32-acre "land swap" between the cities of Rolling Hills Estates and Torrance).

On August 26, 2011, the *Daily Breeze* reported that a planning advocacy group had filed suit to block the *Chandler Ranch/Rolling Hills Country Club* project. According to the *Daily Breeze* (see attached article), Good Local Planning, Inc. and "Residents Against Chandler Ranch" are challenging the environmental analysis for the project, particularly with respect to traffic impacts, greenhouse gas emissions and jurisdictional issues related to school district boundaries. The lawsuit also apparently challenges the development agreement for the project, which proposes to fund \$1 million in future equestrian projects in Rolling Hills Estates (purportedly in return for the removal of the property from the horse overlay zone as a part of the project entitlements). 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 a result of the action taken by the Board of Education on July 14, 2011, Staff had intended to remove this item from the Border Issues Status Report. However, recent action (as described below) has prompted Staff to continue to monitor this proposal.

On September 6, 2011, attorneys representing the Peninsula Stadium Lights Steering Committee filed a claim against the District related to the rejection of the proposed project on July 14, 2011. The Board of Education considered and rejected this claim at a special meeting held on September 12, 2011 (see attached Staff report). Legal counsel for the Steering Committee have made it clear that they intend to sue the District unless a satisfactory settlement is negotiated within thirty (30) days of the filing of the claim. Superintendent Walker Williams issued a press release in defense of the Board's action on September 12, 2011 (see attachments). Staff will continue to monitor this project in future Border Issues reports.

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

On August 26, 2011, a member of San Pedro and Peninsula Homeowners United e-mailed Staff, asking for the City Council to support a letter being written to Los Angeles City Attorney Carmen Trutanich (see attached e-mail chain and draft letter). Staff responded that we believed that previous letters from the Mayor that were sent to then-Councilwoman (now-Congresswoman) Janice Hahn, Senator Dianne Feinstein and Senator Barbara Boxer expressed the City Council's concerns and position regarding the Rancho LPG facility. We understand from a report published in the *Daily Breeze* on September 2, 2011 (see attachments), that a similar request was made by this group to the Los Angeles Board of Harbor Commissioners on September 1, 2011.

On September 14, 2011, Staff attended Rancho LPG's latest community relations meeting in San Pedro (see attached invitation letter and agenda). At that meeting, a representative of Rancho LPG provided updates on a number of topics related to the facility for the 2011 calendar year. He also distributed copies of a 3rd-party independent assessment of the Fall 2010 Cornerstone Technologies and Quest Consultants risk assessment reports for the facility, which was prepared at the request of the Environmental Protection Agency (EPA) by Dr. Daniel Crowl with the Department of Chemical Engineering at Michigan Technical University (see attachments). Dr. Crowl's assessment concluded (in general) that the Cornerstone report was flawed in its analysis of the risk of catastrophic upset at the Rancho LPG facility, while the Quest report defined more realistic scenarios that were indicative of the actual risk posed by the facility upon the surrounding community. Unfortunately, the meeting deteriorated into a rather heated discussion about the credibility of the analysis on each side of the argument, and the perceived lack of transparency about the operation of the facility.

On September 21, 2011, Staff received a follow-up letter from Rancho LPG (see attachments). Staff believes that Rancho LPG plans to continue holding community relations meetings in the future. Staff will continue to monitor this project in future Border Issues reports.

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

On July 28, 2011, Marymount College representatives met again with the Land Use and Planning Committee of the Northwest San Pedro Neighborhood Council (NWSPNC). Dr. Michael Brophy noted that the scope of the project had been reduced; that the College was initiating a new "Waterfront Campus" in two (2) buildings in downtown San Pedro; and that a Memorandum of Agreement was being executed with Rolling Hills Preparatory School to develop shared athletic fields and facilities. The changes to the scope of the project on the Palos Verdes Drive North campus would be as follows:

- Duration of master plan reduced from 50 years to 20 years;
- Number of student beds reduced from 900 to 800;

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- Only four (4) new buildings proposed; and
- Many more of the existing buildings to be renovated and retained.

The College's traffic consultant distributed copies of a preliminary draft related project list, as well as a list of seventeen (17) proposed study intersections. Of these proposed study intersections, six (6) would be located wholly or partially in Rancho Palos Verdes, including:

- Palos Verdes Dr. E. & Miraleste Dr.
- Western Ave. & Trudie Dr./Capitol Dr.
- Miraleste Dr. & Via Colinita
- Western Ave. & Crestwood St.
- Miraleste Dr. & First St.
- Palos Verdes Dr. E. & Crest Rd./Marymount College driveway

The traffic consultant also noted they would propose to use actual traffic counts as the basis of the trip generation analysis, rather than the standard Institute of Traffic Engineers (ITE) trip-generation rates. Although the consultant was still awaiting acceptance of the traffic study assumptions by the Los Angeles Department of Transportation (LADOT), preliminary estimates of the trip generation for the San Pedro Campus are as follows:

	Average Daily Trips	AM Peak-Hour Trips	PM Peak-Hour Trips
Proposed Project	2,408	66	248
Existing Conditions	536	43	48
Net Increase in Trips	1,872	23	200

At the conclusion of the College's presentation, the majority of the Committee members present agreed to support the concept of the revised proposal for the San Pedro Campus. The College expected to submit its Conditional Use Permit (CUP) application to the City of Los Angeles by early Fall 2011. Staff has now been advised that the NWSPNC Planning and Land Use Committee expects to review the CUP application at its upcoming meeting on October 27, 2011. Staff will continue to monitor this project in future Border Issues reports.

New Border Issues

There are no new Border Issues on which to report at this time.

Attachments:

- RHE CC agenda and Staff report for the *Chandler Ranch*/Rolling Hills Country Club project (dated 7/26/11)
- *Daily Breeze* and *PV News* articles regarding the *Chandler Ranch*/Rolling Hills Country Club project (published 7/26/11 & 7/28/11)

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Attachments (cont'd):

- *Daily Breeze* article regarding lawsuit challenging the *Chandler Ranch*/Rolling Hills Country Club project (published 8/26/11)
- PVPUSD Staff report for Peninsula HS stadium lights claim (dated 9/12/11)
- Press release (text) from PVPUSD Supt. Williams (dated 9/12/11)
- *PV News* article and "Letter to the Editor" regarding Peninsula HS stadium lights (published 9/15/11)
- E-mail chain with Janet Gunter and draft letter to Los Angeles City Attorney Carmen Trutanich (dated 8/29/11)
- Invitation letter for Rancho LPG community relations meeting (received 8/29/11)
- Agenda and handouts from Rancho LPG community relations meeting (dated 9/14/11)
- Follow-up letter and attachments from Rancho LPG (received 9/21/11)
- NWSPNC agenda and attachments regarding Marymount College's San Pedro Campus (dated 7/28/11)

RHE CC agenda and Staff report for the
Chandler Ranch/Rolling Hills Country Club project

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. **JUNE 2011 SCHEDULE OF INVESTMENTS**

Memorandum from Michael Whitehead, Administrative Services Director, dated July 26, 2011.

Recommendation: That the City Council receive and file the Schedule of Investments report for the month

C. **JUNE MONTHLY REVENUE AND EXPENDITURE REPORT**

Memorandum from Michael Whitehead, Administrative Services Director, dated July 26, 2011.

Recommendation: That the City Council receive and file the report for the month.

D. **RESOLUTION IRC 414(h)(2)**

Memorandum from Douglas R. Prichard, City Manager, dated June 30, 2011.

Recommendation: That the City Council adopt Resolution IRC 414(h)(2).

1. **RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS
IRC 414(H)(2) EMPLOYER PICK-UP**

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

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

- A. PLANNING APPLICATION NO. 12-11; APPLICANT: MORGAN'S JEWELERS;
LOCATION: 50-C PENINSULA CENTER

Memorandum from Kelley Thom, Associate Planner, dated July 26, 2011.

Recommendation: That the City Council: 1) Open the public hearing; 2) Take public testimony; 3) Close the public hearing; and 4) Approve PA-12-11, allowing a business located within the Peninsula Shopping Center to display one product brand sign including its respective logo in addition to the business identification with the listed criteria.

- B. PLANNING APPLICATION NO. 29-07; APPLICANT: MICHAEL COPE;
LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST (CHANDLER RANCH/ROLLING HILLS COUNTRY CLUB PROJECT)

Memorandum from Niki Cutler, AICP, Principal Planner, and David Wahba, Planning Director, dated July 26, 2011.

Recommendation: That the City Council: Continue to take public testimony; 2) Discuss the issues; 3) Close the public hearing; and 4) Take the following actions: a) Adopt Resolution No. 2258; b) Adopt Resolution No. 2259; c) Introduce Ordinance No. 678; d) Introduce Ordinance No. 679; e) Adopt Resolution No. 2260; and f) Introduce Ordinance No. 680.

1. RESOLUTION NO. 2258 FOR ADOPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, AND ADOPTING FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING PROGRAM 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-ACRE SITE.

2. RESOLUTION NO. 2259 FOR ADOPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES AMENDING CERTAIN LAND USE DESIGNATIONS IN THE LAND USE ELEMENT OF THE GENERAL PLAN RELATED TO THE CHANDLER RANCH SUBDIVISION/ROLLING HILLS COUNTRY CLUB PROJECT, DELETING CERTAIN POLICIES RELATED TO SUCH PRIOR LAND USE DESIGNATIONS, AND AMENDING THE GENERAL PLAN EQUESTRIAN TRAILS MAP TO CONFORM TO THE PROJECT.

3. ORDINANCE NO. 678 FOR INTRODUCTION AND FIRST READING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES AMENDING CERTAIN ZONING DESIGNATIONS OF THE CITY'S ZONING MAP RELATED TO THE CHANDLER RANCH SUBDIVISION/ROLLING HILLS COUNTRY CLUB PROJECT.

4. ORDINANCE NO. 679 FOR INTRODUCTION AND FIRST READING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES AMENDING SECTION 17.22.050(D) AND (E) OF CHAPTER 17.22 (COMMERCIAL RECREATION DISTRICT) OF TITLE 17 (ZONING) OF THE ROLLING HILLS ESTATES MUNICIPAL CODE RELATED TO MAXIMUM BUILDING COVERAGE AND MAXIMUM BUILDING OR STRUCTURE HEIGHT.

5. RESOLUTION NO. 2260 FOR ADOPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES APPROVING VESTING TENTATIVE TRACT MAP NO. 61287, A GRADING PLAN, CONDITIONAL USE PERMITS, AND AN ANNEXATION/DEANNEXATION 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-ACRE SITE.

6. ORDINANCE NO. 680 FOR INTRODUCTION AND FIRST READING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES ADOPTING A DEVELOPMENT AGREEMENT 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-ACRE SITE.

9. NEW BUSINESS

- A. PLANNING COMMISSION MINUTES OF JULY 18, 2011
- B. PARK AND ACTIVITIES COMMISSION MINUTES OF JULY 5, 2011
- C. PARK AND ACTIVITIES COMMISSION MINUTES OF JULY 19, 2011
- D. ENGINEERING SERVICES PROPOSAL FOR 2011 PAVEMENT MANAGEMENT SYSTEM REPORT UPDATE

Memorandum from Greg Grammer, Assistant City Manager, dated July 26, 2011.

Recommendation: That the City Council approve the proposal from Willdan Engineering and contract agreement to provide professional engineering consultant services to prepare a 2011 Pavement Management System Report Update in the amount of \$25,985.

10. OLD BUSINESS

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 agendaized.

A. COUNCILMAN ADDLEMAN

1. EQUESTRIAN COMMITTEE MINUTES OF JUNE 27, 2011

B. STABLES CONCESSIONAIRE COMMITTEE UPDATE

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 agendaized for future consideration and/or make announcements of interest to the public.

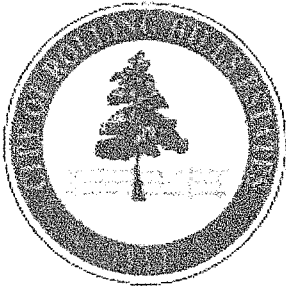
A. MAYOR ZUCKERMAN

1. LOS ANGELES COUNTY SUPERVISORIAL DISTRICT BOUNDARY REVIEW COMMITTEE

14. **CLOSED SESSION**

NONE

15. **ADJOURNMENT**



Staff Report

City of Rolling Hills Estates

AGENDA

JUL 26 2011

ITEM NO. 8B

DATE: JULY 26, 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 AND DISCUSSION

This item was last heard at the City Council meeting of June 14, 2011. Minutes of that meeting are included herein as Attachment 1. Public testimony and Council discussion continued for the project, and the City Council directed staff to prepare the appropriate resolution and ordinances approving the project, certifying the project's Final Environmental Impact Report and adopting a Statement of Overriding Considerations for tonight's meeting.

Los Angeles Unified School District (LAUSD)

As discussed at the last meeting, staff continued to work with the applicant and LAUSD to determine if a portion of the project site area is within the district's boundaries. Attachment 2 provides a map showing the LAUSD boundaries as provided by the District. As shown, it appears that approximately five lots are within the LAUSD boundaries. Accordingly, staff provides amendments to the Traffic and Air Quality sections of the Final Environmental Impact Report (see Attachment 3) to analyze this minor change. Supplemental analysis to the Noise section will be provided under separate cover as further discussed below. It can be noted that no new impacts will occur due to the location of these five lots in the LAUSD boundaries. Also,

Attachment 4 provides a revised Errata Sheet to the Public Services Section of the Final Environmental Impact Report noting the inclusion of some homes in LAUSD as well as a revised Public Services Section.

Traffic Impact Analysis Peer Review

Good Local Planning Inc. submitted a peer review prepared by Kunzman Associates, Inc. of the Traffic Impact Analysis included in the Draft Environmental Impact Report. This analysis and an associated cover letter are included as Attachment 5. City Traffic Engineer Erik Zandvliet and Traffic Consultant Ruth Smith have evaluated Kunzman's comments and provide a response included herein as Attachment 6. Please note that revisions included in the response necessitate slight adjustments in the project's noise analysis. It is anticipated that a memorandum for the Noise consultant addressing this issue as well as the school district issue will be delivered to the City Council and posted on the City's website no later than Monday, July 25, 2011.

Comment letters received since the last City Council meeting are included herein as Attachment 7.

As you know, the entire project site area is within the City's Horse (H) Overlay Zone in the General Plan Land Use Element and Municipal Code. The applicant initially proposed to remove the entire project site area from the H Overlay. In the course of public hearings, the applicant amended this request to propose that the golf course and clubhouse facility (i.e., the site area to be designated Commercial Recreation on the Zoning Map) remain in the H Overlay, and that the site area for 113 homes of the 114 homes (i.e., the project area to be designated Residential Planned Development on the Zoning Map) be removed from the H Overlay prior to construction of the homes. Accordingly, staff has included Condition of Approval No. 109 in Resolution No. 2260 requiring that the project applicant petition the City for a General Plan Amendment and Zone Change to remove the RPD-designation portion of the project site from the H Overlay prior to Zone Clearance of plans for residential construction.

RECOMMENDATION

The Public Hearing for this item remains open. Staff recommends the City Council:

1. Continue to Take Public Testimony;
2. Discuss the Issues;
3. Close the Public Hearing; and
4. Take the Following Actions:
 - A. Adopt Resolution No. 2258 certifying the Final Environmental Impact Report and adopting the associated Findings, Statement of Overriding Considerations, and Mitigation Monitoring Program;
 - B. Adopt Resolution No. 2259 amending certain land use designations in the Land Use Element of the General Plan for the project site area, deleting certain policies related to such prior land use designations, and amending the General Plan Equestrian Trails map to conform to the project;

- C. Introduce Ordinance No. 678 amending certain zoning designations of the City's Zoning Map related to the project;
- D. Introduce Ordinance No. 679 amending Section 17.22.050(D) and (E) of Chapter 17.22 (Commercial Recreation District) of Title 17 (Zoning) of the Rolling Hills Estates Municipal Code related to maximum building coverage and maximum building or structure height for first reading;
- E. Adopt Resolution No. 2260 approving Vesting Tentative Tract Map No. 61287, Grading Plan, Conditional Use Permits, an Annexation/Deannexation for the project; and
- F. Introduce Ordinance No. 680 adopting the Development Agreement for the project for first reading.

Exhibits

Attached

- 1. Minutes Excerpt – City Council Meeting (June 14, 2011)
- 2. Map of LAUSD Boundaries
- 3. Supplemental Analysis to the Traffic and Air Quality sections of the Final Environmental Impact Report Related to School District Trip Distribution
- 4. Revised Errata Sheet to the Final Environmental Impact Report – Public Services Section and Revised Section 3.12 (Public Services) to the Final Environmental Impact Report
- 5. Letter from Good Local Planning, Inc. and Traffic Impact Analysis Peer Review from Kunzman Associates, Inc.
- 6. Memorandum from Erik Zandvliet, T.E. City Traffic Engineer and Ruth Smith, TE, PTP, Traffic Engineering Consultant Regarding Chandler Ranch/Rolling Hills Country Club Project Traffic Impact Report Response to Comments – Kunzman Associates, Inc. Peer Review, 7/6/2011
- 7. Comment Letters

CITY COUNCIL STAFF REPORT

ATTACHMENT 1

- B. PLANNING APPLICATION NO. 29-07; APPLICANT: MICHAEL COPE; LOCATION: 26311 AND 27000 PALOS VERDES DRIVE EAST (CHANDLER RANCH/ROLLING HILLS COUNTRY CLUB PROJECT)

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

MAYOR PRO TEM SEAMANS noted that she lives within the 500 foot radius of Chandler Ranch and is a social member of the Rolling Hills Country Club, and therefore, recused herself from discussion of this project.

MAYOR ZUCKERMAN informed everyone the public hearing was continued and called for those interested to speak.

Bob Bennett, PVPHA, stated he was impressed with how the community came together on this project. He commented that he is excited, as is the equestrian community, about moving forward and was pleased to endorse the donation to the City for equestrian-related purposes.

Carole Hoffman commented that she is a member of the Rolling Hills Country Club and a life-long equestrian. She believed this project should be approved, but felt that the equestrian trail and horse overlay should be eliminated because it is not compatible with the neighborhood. She noted that Rolling Hills Estates is not only an equestrian city, but is "modest to mansion" in its diversity. She was pleased to say that the project will be a crown jewel to the City.

Larry Hadley noted his support. He commented that the equestrians and golfers have gotten together and made great compromises for this development and advised the COUNCIL not to be persuaded to oppose this project.

Mike Russo, Bridlewood Circle HOA President, noted he is impacted more than anyone by this development. He commended Mr. Cope for doing a fine job.

Gil Houle, PVPHA, stated that their board unanimously voted to support this project, and after several meetings with the equestrian community, they also were behind the project.

Mitch Carson, Good Local Planning, spoke regarding concerns about traffic. He noted that they would like to conduct their own study believing that the EIR analysis was inaccurate.

Linda Retz commented that the design is about aesthetics and not the magnitude of the project. She noted her concern about disturbance to the peace and tranquility of the area and her lifestyle.

Kirk Retz noted he reviewed the development agreement. Since he has experience in this area, he believed there is a significant difference in the standard language between the Applicant and the City and had several questions regarding timeframes, changes to the document, etc. Additionally, he noted his concern to the disruption of his lifestyle.

Scott Wildman commented that this project will be the City's legacy and he favors the golf course upgrade although he did note his concern with traffic and other issues.

John Bellas, Willdan, noted that 46 students are estimated to be generated by this project with students being split between Torrance Unified School District and Peninsula Unified School District.

COUNCILMAN ZERUNYAN requested clarification on the existing air and traffic studies. Mr. Bellas noted that from their standpoint the analysis followed every recommendation available at the time and utilized the more stringent threshold recommended by the AQMD.

Erik Zandvliet, Traffic Engineer, stated that Chandler's has generated approximately 800 trips a day and the new trips would generate about 1,400 trips. He noted that the quarry trucks would be off the streets. Additionally, he stated that there are mitigation measures planned.

Discussion ensued regarding the infiltration plan where Mr. Bellas noted that a condition of approval could be incorporated into the final decision of the project.

COUNCILWOMAN MITCHELL inquired as to the noise level during and after construction.

Mr. Bellas noted that construction noise would be short-lived but that operational noise generated from the golf course maintenance equipment would exceed allowable levels, and therefore, would be limited during the early morning hours.

Dean Shear, EIR Consultant, Willdan, noted there are going to be lingering effects from an operational aspect that will include construction as well as maintenance equipment noise.

COUNCILMAN ZERUNYAN then asked City Attorney Tyson about the language Mr. Retz referred to in the development agreement.

City Attorney Tyson noted that Co-City Attorney Davis is very experienced in this area. He noted that the length of the timeframe is not uncommon, particularly in light of the direction the real estate market is headed.

In response to MAYOR ZUCKERMAN, Principal Planner Cutler noted that it appears there are three school districts involved, but it is unclear whether a small portion belongs to the Los Angeles Unified School District. Principal Planner Cutler stated she will investigate this further.

COUNCILMAN ZERUNYAN commented on his appreciation and cooperation for the hard work the Rolling Hills Country Club has shown and stated that the public has been well served.

MAYOR ZUCKERMAN requested that Traffic Engineer Zandvliet look at the need for wheelstops in the interior of the proposed parking lot as they can be an impediment to ease of circulation.

COUNCILMAN ADDLEMAN moved, seconded by COUNCILWOMAN MITCHELL

TO CONTINUE THE PUBLIC HEARING AND DIRECT STAFF TO PREPARE THE APPROPRIATE RESOLUTIONS AND ORDINANCES APPROVING THE PROJECT, CERTIFYING THE PROJECT'S FINAL ENVIRONMENTAL IMPACT REPORT, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE JULY 26, 2011 MEETING.

AYES: Addleman, Mitchell, Zerunyan, Zuckerman
ABSTAIN: Seamans

15. ADJOURNMENT IN MEMORY OF JOSEPH VALENTI, LONG-TIME MAESTRO OF THE PENINSULA SYMPHONY AND JULIUS HEICHMAN, FATHER OF PLANNING SECRETARY HOLLIS JACKSON

At 10:35 p.m., MAYOR ZUCKERMAN formally adjourned the City Council meeting to Tuesday, June 21, 2011 at 6:00 p.m. for the purpose of continuing the Budget Study Session.

Submitted by,

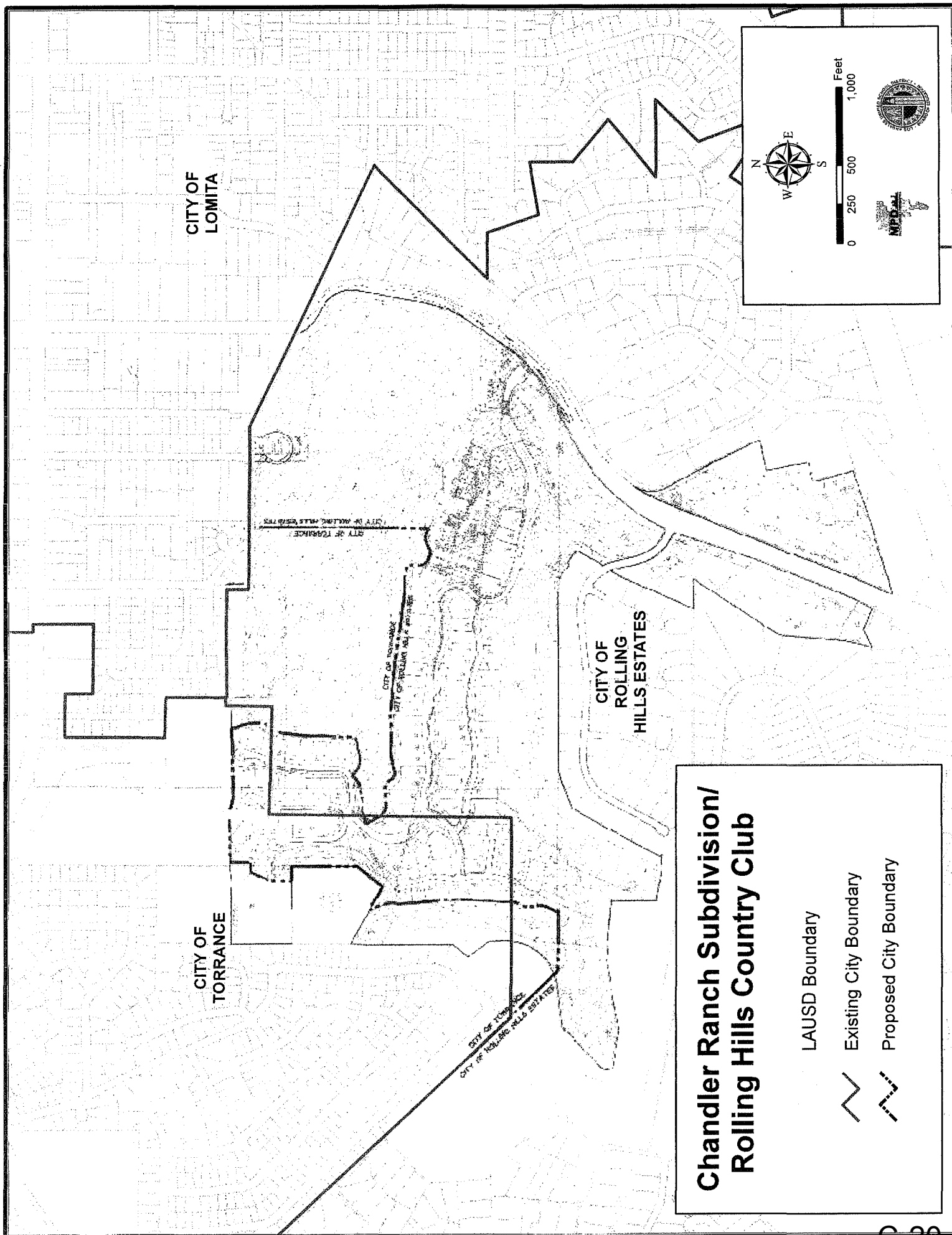
Hope J. Nolan
Deputy City Clerk
CITY COUNCIL MINUTES
JUNE 14, 2011

Approved by,

Douglas R. Prichard
City Clerk

CITY COUNCIL STAFF REPORT

ATTACHMENT 2



Chandler Ranch Subdivision/ Rolling Hills Country Club

LAUSD Boundary

Existing City Boundary

Proposed City Boundary



CITY COUNCIL STAFF REPORT

ATTACHMENT 3

Memorandum

TO: Niki Cutler, Principal Planner
 City of Rolling Hills Estates

FROM: Erik Zandvliet, T.E. City Traffic Engineer

DATE: July 19, 2011

SUBJECT: School District Trip Distribution Supplemental Analysis to the April 2009
Chandler Ranch/Rolling Hills Country Club Project Traffic Impact Report

Willdan Engineering has prepared a supplemental traffic impact analysis in response to the potential impacts of school district boundaries within the Chandler Ranch/Rolling Hills Country Club project. The findings of the analysis are summarized below. Traffic study assumptions, explanations of methodologies, and the previous analyses and findings can be referenced in Willdan Engineering's April 2009 traffic impact report.

Existing School District Boundaries

Due to the location of the existing school district boundaries, approximately 61 new single-family homes will be built within the Palos Verdes Peninsula Unified School District (PVPUSD), 48 within the Torrance Unified School District (TUSD), and 5 within the Los Angeles Unified School District (District 8). Adjustments for partial lot boundaries were made based on assumptions made in the Public Services portion of the FEIR Errata Sheet Section 3.12. Pursuant to the respective school district student generation rates published by each district, the following school trip generation would be expected:

SCHOOL DISTRICT	STUDENT GENERATION RATE (Students per Household)	HOUSING UNITS	TOTAL STUDENTS (Percent of Total)
PVPUSD (South of Project)	0.3318 per household	61	20 (43%)
TUSD (North of Project)	Elementary-0.1950 per household Middle-0.1181 per household High School – 0.1773 per household	48	24 (51%)
LAUSD (North of Project)	Elementary-0.2024 per household Middle-0.1979 per household High School – 0.1119 per household	5	3 (6%)
TOTAL		114	47

The Institute of Transportation Engineers Trip Generation Rates for Single Family Detached Housing (ITE Code 210) are calculated based on actual survey data that counts all trip types originating or departing from residential units, including trips for work, school, maintenance, home services, shopping, etc. Therefore, school related trips are inclusive of the total trip generation for single family housing and do not generate additional trips on the roadway network above those calculated for single family housing.

School Trip Distribution

Depending on the school location in relation to the project site, the trip distribution for school related trips may be affected. If the existing school boundaries are to remain within the project, then students living within the Torrance and Los Angeles Unified School Districts would attend schools north of the project site. Those students living in the Palos Verdes Peninsula Unified School District would attend schools located south of the project site.

Since the project site is located more than ½ mile from schools in any of the three school districts, it can be assumed in a worst case scenario that all students would be driven to school, thereby equating student distribution with trip distribution. A review of the proposed trip distribution at the main project access ("A" Street) on Palos Verdes Drive East indicates that the residential trip distribution (75% North, 25% South) is similar to the expected school trip distribution (57% North, 43% South). The margin of error would be equivalent to an additional 15 trips headed to the north instead of the south.

If all students were to attend schools in PVPUSD to the south of the project site, the maximum change in student distribution would be 27 students headed south instead of north in the AM peak hour. The PM peak hour is not affected by student trips because school is dismissed before the PM peak period.

Potential Impact Threshold

A sensitivity analysis was conducted at the five study intersections potentially affected by either school redistribution scenario to determine how many trips would cause a significant impact in the AM peak hour. It was found that no new significant impacts would be caused by a redistribution of school trips, either within the margin of error between the proposed residential trip distribution and existing school distribution, or if all students attended PVPUSD schools. This is because none of the critical movements at any study intersections were affected by school trip distribution changes.

Intersection	School Trip Redistribution	Change in LOS (AM Peak Hour)	Traffic Impact after Proposed Mitigations?
2. PCH / Narbonne Ave.*	+8 trips NB +7 trips NBRT	0.00	No
4. PVDE / Project Entrance	+27 Trips EBRT - 27 trips EBLT	Improved	No
5. PVDE / Club View Ln.	+27 trips SB	0.00	No
10. PVDE / Dapplegray School	+14 WBRT +13 WB	0.00	No
11. PVDE / PVDN	+27 Trips SBRT	0.00	No

Note* - Trip Distribution change based on margin of error of 15 students.

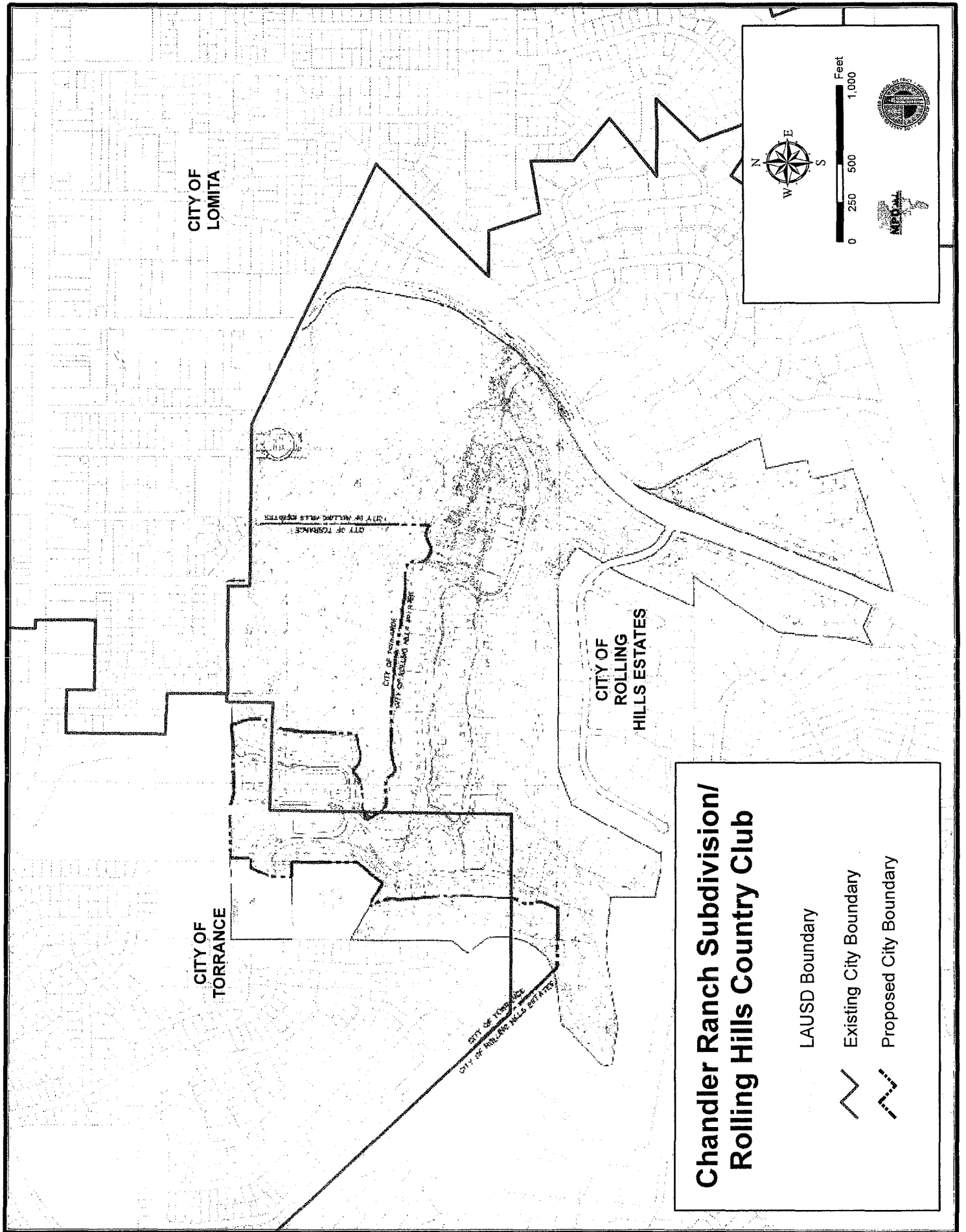
Summary

The supplemental traffic analysis for school trip distribution showed that the April 2009 traffic impact report accounts for school related trips and is generally consistent with the expected trip distribution patterns for three school districts that serve the project. In addition, any difference in trip distribution caused by changes in school district enrollment is expected to be less than significant. Therefore, no additional mitigation measures, beyond those identified in the project's Draft EIR, are necessary.

We appreciate this opportunity to be of continuing service to the City of Rolling Hills Estates. Please contact me at (562) 908-6254 if you have any questions.

ATTACHMENT 1

EXISTING AND PROPOSED CITY/SCHOOL DISTRICT BOUNDARY MAP



6549 Mission Gorge Road #101 • San Diego, California 92120

Date: July 19, 2011

To: Niki Cutler, City of Rolling Hills Estates

From: Scott Cohen

Cc: John Bellas, Willdan

Re: School Trip Distribution

Air quality, health risk and greenhouse gas (GHG) emissions impacts that were assessed in the Draft Environmental Impact Report (DEIR) are each unaffected by variation of trip end location. Rather, emissions impacts are influenced by the number and length of trips which in turn affect vehicle miles traveled (VMT). VMT is the basis for emissions from vehicles on roads.

The number of trips is not affected by varying the school destination. The maximum school trips would be 94 trip ends per day. These school trips are a subset of the 2,382 trips per day analyzed in the DEIR and represent less than 4% of Project trips. Emissions from the 94 trips represent an even smaller percentage of the overall Project emissions because on-site source emissions are also included in that amount.

The length of trips may be slightly changed but not to the extent that would affect the significance of impacts assessed in the DEIR. This is particularly true for air quality and health risk impacts because the DEIR accounts for removal of heavy-heavy duty truck (HHDT) trips from the area. Reduction in air emissions due to removal of HHDTs far exceed any potential increase in emissions that may result from clarifying the school trip distribution. In addition, default trip lengths in the emissions modeling software (URBEMIS) were used and distinguish only between commute, non-work, and customer trip types.

California Climate Action Registry (CCAR) General Reporting Protocol (Version 3.1) sets a de minimis level of five percent (5%) for GHG emissions reporting. The school trips would be considered a de minimis source under the CCAR protocol. Therefore, slight variation in the length of the trips would also be considered de minimis and need not be reported.

In summary, potential changes in emissions that may result from clarifying the school trip distribution are considered de minimis and would not affect significance determinations in the DEIR. Air quality along local roads will be improved with the Project.

CITY COUNCIL STAFF REPORT

ATTACHMENT 4

CHANDLER RANCH/ROLLING HILLS COUNTRY CLUB FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2008011027) - ERRATA SHEET -

INTRODUCTION

This Errata Sheet identifies revisions to the Final Environmental Impact Report (EIR) for the Chandler Ranch/Rolling Hills Country Club Project (State Clearinghouse Number 2008011027), which have been initiated by the Lead Agency (City of Rolling Hills Estates) to clarify certain portions of the EIR. This Errata Sheet is intended to accompany the Final EIR, when the Final EIR is considered for certification by the Lead Agency.

The revisions identified in this Errata Sheet are shown below in excerpts from the Final EIR with underlined text for additions and ~~striketrough~~ text for deletions and/or as a narrative description of the revision. The revisions identified below are shown in the order they appear in the EIR and under their corresponding Chapter heading and page number from the Final EIR.

ERRATA TO THE FINAL EIR

3.12 PUBLIC SERVICES

The following revisions clarify the discussion of Impact PS-3 (Schools) on pages 3.12-5 and 3.12-6:

Impact PS-3: The proposed project would be expected to generate students at the Palos Verdes Peninsula Unified School District ~~and, the Torrance Unified School District, and the Los Angeles Unified School District (Local District 8).~~ Though the school district is not operating above capacity, the The generation of additional students would increase the use of the schools in the districts. This is considered a significant but mitigable impact.

The proposed project would add ~~61 63-114~~ new single-family residential units within the Palos Verdes Peninsula Unified School District (PVPUSD) ~~and 51~~ 48 new single-family residential units within the Torrance Unified School District (TUSD), and 5 new single-family residential units within the Los Angeles Unified School District (LAUSD) in Local District 8¹. Based on the respective Districts' District's student generation rates² of 0.3318

¹ This analysis assumes that the school district boundary lines would continue to follow the existing City boundary line after the proposed project is approved and constructed, except where the existing LAUSD Local District 8 boundary exist, which would also remain unchanged. Based on the proposed Tentative Tract Map, 55 of the proposed residential parcels would be entirely within the PVPUSD (based on City boundary lines), 41 would be entirely within the TUSD, 3 would be entirely within the LAUSD, 10 would span the PVPUSD/TUSD boundary, 3 would span the TUSD/LAUSD boundary, 1 would span the PVPUSD/LAUSD boundary, and 1 would span across all 3 districts. This analysis assumes

~~students per household, the project would generate a total of 47 46 38 students, of which 20 24 would be within the PVPUSD and 24 26 would be within the TUSD, and 3 would be within the LAUSD.~~

~~The Both the PVPUSD and the TUSD, and the LAUSD all~~ The Palos Verdes Peninsula Unified School District can accommodate the additional students anticipated to be generated by the proposed residential development with existing facilities. In the local school districts, capacity of a school is based upon grade level. If a child cannot be accommodated at their home school (a school located the closest to their residence), the child will be placed in an available school in the district and may be transferred into the home school when the child can be accommodated in the appropriate grade level at that school.

The City is strictly limited in the mitigation measures it may impose against developers of residential projects to address school crowding issues. The presumption of State law is that the developer's payment of school impact fees to the local school district, in an amount established by the school district, would address school capacity impacts. Mitigation Measure PS-18 requires that the developer pay the full development fees that may be charged to a developer by the school district to mitigate the effects of the increased enrollment as a result of the project. With implementation of this mitigation measure, impacts to schools are considered less than significant under CEQA.

~~that 1/2 and of the proposed residential parcels that span across 2 school districts would be dedicated to each district, and that 1/3 of the proposed residential parcel that span all 3 school district would be dedicated to each district. Based on the proposed Tentative Tract Map, 57 of the proposed residential parcels are within the existing limits of the City of Rolling Hills Estates, 45 are within the existing limits of the City of Torrance, and 12 span across the existing City boundary line. This analysis assumes that 6 (i.e., 50%) of the 12 proposed residential parcels that span across the existing City boundary line would be dedicated to the PVPUSD, with the remaining 6 parcels dedicated to the TUSD.~~
²Published student generation rates for the PVPUSD and TUSD are as follows: PVPUSD = 0.3318 total students per household; TUSD = 0.1950 elementary school students per household, 0.1181 middle school students per household, and 0.1773 high school students per household. Student generation rates for the LAUSD for single-family detached homes are as follows: 0.2024 elementary school students per household, 0.0979 middle school students per household, and 0.1119 high school students per household (LAUSD, *School Facilities Needs Analysis*, 2006).

3.12 PUBLIC SERVICES

3.12.1 INTRODUCTION

This section describes the existing public services available to the project, and the potential project demands placed on those public services. Public services include fire protection, law enforcement, and schools. The data presented in this section was collected from the City of Rolling Hills Estates General Plan, service provider websites, and correspondence with service providers. Written correspondence from service providers is contained in Appendix I of this EIR.

3.12.2 ENVIRONMENTAL SETTING

FIRE SERVICES

The Los Angeles County Fire Department provides fire protection and emergency medical response service within the City of Rolling Hills Estates. Battalion 14 of the Consolidated County Fire Protection District operates fire stations in the project area. Fire Station 106, located at 27413 Indian Peak Road in the City of Rolling Hills Estates, and Fire Station 56, located at 12 Crest Road West in the City of Rolling Hills, are the two closest fire stations to the project site. While these stations are the closest stations to the project area, the Los Angeles County Fire Department as a whole serves the project area. Under normal circumstances, the Fire Department is able to respond to an emergency or fire anywhere in the City of Rolling Hills Estates in an average response time of less than five minutes.

It should be noted that the Cities adjacent to the City of Rolling Hills Estates, including Lomita, Rancho Palos Verdes and Rolling Hills, also contract with the Los Angeles County Fire Department for emergency services. These Cities also have the following fire stations that serve the area: Station #2, located at 340 Palos Verdes Drive North; Station #6, located at 25517 Narbonne Avenue; Station #53, located at 6124 Palos Verdes Drive South; Station #56, located at 12 Crest Road West; and Station # 106 (Headquarters) is located at 413 Indian Peak Road. As with all other Los Angeles County Fire Services, these stations would assist in an emergency situation where assistance was needed. These stations are within five miles of the project site.¹

POLICE SERVICES

Police protection is provided in the project area by the Los Angeles County Sheriff's Department. The Sheriff's station that serves the City of Rolling Hills Estates is located in Lomita at 26123 Narbonne Ave, which is located within three miles of the project area. The Lomita Station presently services a population of approximately 75,000 and covers a geographic area of 23 square miles, which includes the Cities of Rancho Palos Verdes, Rolling Hills, Rolling Hills Estates, and Lomita and two small unincorporated areas of Los Angeles County. There are currently 83 total (all shifts)

¹ Information collected from website: www.lacofd.org, November 30, 2008.

sworn officers at the Lomita Sheriff Station. The Police Department staffing ratio of officers to residents for the City of Rolling Hills Estates is 1 officer for each 1,000 residents).²

The Los Angeles County Sheriff's Department is a full service law enforcement agency that is contracted with the City of Rolling Hills Estates to provide police services to the residents of Rolling Hills Estates in the form of enforcement of the municipal and penal code. Services include crime prevention and control, traffic enforcement and collision investigation, parking enforcement, preliminary and follow-up criminal investigations, response to calls for service, proactive patrol, and community oriented policing.

SCHOOLS

The Palos Verdes Peninsula Unified School District provides educational services within the project area. The student capacity of the Palos Verdes Peninsula Unified School District is currently 11,900 students. The district is comprised of one early childhood center, ten elementary schools, three 6-8 intermediate schools, two comprehensive high schools and one continuation school. The project site is within the service area of the Palos Verdes Peninsula High School, the Dapplegray Elementary School and the Ridgecrest Intermediate School. Table 3.12.1 identifies the recent enrollment figures for these schools.

Operating revenue provided to school districts is funded by local property tax revenue accrued at the state level and then allocated to each school district based on the average daily student attendance. Because state funding for capital improvements has lagged behind enrollment, physical improvements to accommodate new students come primarily from assessed fees on development projects. In 1990, school facilities legislation (California Government Code § 65995) was enacted to generate revenue for school districts for capital acquisitions and improvements. Current legislation allows a maximum one-time fee of \$1.93 per square foot of residential floor area and \$0.31 per square foot of commercial and industrial space for development projects. This fee is subsequently divided between the primary and secondary schools for future facility improvements.

However, the November 1998 passage of Proposition 1A, and funding made available through its passage, enacted new legislation (California Government Code § 65995.5) that permitted school districts to levy developer fees based upon anticipated development that would add new students to an existing overburdened district. In accordance to the new legislation, the district must demonstrate that it does not have the facility capacity to house these students and/or the students would have to be housed in existing facilities that are not educationally adequate (i.e., antiquated facilities). Additionally, it must be shown that the amount of developer fees to be collected will not exceed the district's cost for housing students generated by new development. As a result, school districts must demonstrate to the state their long-term facilities needs within a study identifying the projected enrollment growth from the development of new residential units over the next five years. Recently, the Palos Verdes Peninsula Unified School District amended the fee placed on developers to \$2.97 per square foot of new residential building area.

² Phone conversation with Sergeant LaTonya Clark, Los Angeles County Sheriff's Office, Lomita Station, December 2, 2008.

Table 3.12.1
School Enrollment

School	Enrollment			
	December 2005	June 2006	September 2007	November 2008
Dapplegray Elementary School	725	716	707	694
Miraleste Intermediate	988	980	932	929
Palos Verdes Peninsula High	2,493	2,044	2,353	2,449

Source: Representative of Superintendents office of the Palos Verdes Peninsula High School Unified School District

LIBRARIES

The Palos Verdes Library District (PVLDD) provides library services for all four cities on the Palos Verdes Peninsula, including the City of Rolling Hills Estates, as well as a small portion of unincorporated territory in Los Angeles County. In total, the PVLDD currently serves a population of 69,800 residents and is expected to serve a population of 73,800 residents by the year 2030.³

The PVLDD maintains three libraries – Peninsula Center Library, Miraleste Library, and Malaga Cove Library. These location and size of these libraries are identified in Table 3.12.2.

Table 3.12.2
Palos Verdes Library District Facilities

Facility	Location	Size (ft ²)
Peninsula Center Library	701 Silver Spur Road Rolling Hills Estates	91,679
Miraleste Library	29089 Palos Verdes Drive East Rancho Palos Verdes	8,635
Malaga Cove Library	2400 Via Campesina Palos Verdes Estates	12,014

Source: City of Rolling Hills Estates, Public Facilities Impact Fee Report, June 13, 2008.

3.12.3 THRESHOLDS OF SIGNIFICANCE

The project would have a significant impact if it will:

1. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection;
2. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order

³ City of Rolling Hills Estates, Public Facilities Impact Fee Report, June 13, 2008.

to maintain acceptable service ratios, response times or other performance objectives for police protection;

3. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools; or
4. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities.

3.12.4 IMPACT DISCUSSION

TOPICS FOR WHICH THE PROJECT WOULD HAVE NO IMPACT

None.

TOPICS FOR WHICH THE PROJECT WOULD HAVE POTENTIAL IMPACTS

FIRE PROTECTION (THRESHOLD 1)

Impact PS-1: The proposed project would incrementally increase demands on the Los Angeles County Fire Department and would create new access roads/drives that would be traversed by Fire Department vehicles. The increase in onsite activity would not require new Fire Department personnel or equipment. However, improper design of project access points and roadways could adversely affect the Fire Department's ability to serve the proposed development. This is a potentially significant impact that can be mitigated to a less than significant level by complying with Fire Department standards and conditions.

The proposed residential development and expansion of the private country club would increase the demand for local fire protection services, but is not expected to increase the need for Fire Department personnel, equipment, or stations. Although the proposed project would increase activity on the project site, station response times are not expected to be affected.

The Los Angeles County Fire Department was sent three separate requests for comments by the City of Rolling Hills Estates. The Los Angeles County Fire Department Subdivision, Fire Water and Access Division responded to the City's requests with conditions of approval for the project. The Fire Department's requested conditions of approval include project-specific design requirements/modifications as well as typical Fire Code design standards for street width, fire hydrant location, water flow, and other access standards. All of the Los Angeles County Fire Department's conditions of approval are included as mitigation measures in this EIR.

The Fire Department's response did not indicate that any additional personnel, equipment, or fire stations would be necessary to serve the project. Furthermore, there are no unique circumstances as part of this project that would warrant new fire facilities or personnel. The project would comply with Fire Code and Los Angeles County Fire Department requirements regarding the type and design of roadways, access, the location of fire hydrants, and the maximum allowable grade. With the incorporation of mitigation measures to ensure that all Fire Code standards and Fire Department conditions are met, impacts to fire protection service would be considered less than significant.

POLICE PROTECTION (THRESHOLD 2)

Impact PS-2: The proposed project would incrementally increase demand upon the Los Angeles County Sheriff's Department. This impact is considered less than significant.

The proposed project would increase the number of people utilizing the project area by adding 114 residential units, as well as expanding the private country club. The presence of such a development in the area would be expected to incrementally increase the number of calls to the Department. Calls to the site would likely be due to traffic accidents or for such offenses as theft. Despite the slight increase in calls for service, it is expected that existing staff and equipment resources within the Department are adequate to serve the project.

Per the Sheriff's Department, the project vicinity is serviced by 1-2 patrol cars, depending on the time of day. The Department estimates that the proposed project would generate 3-5 additional calls for law enforcement services per month and would cause a moderate increase in traffic in-and-around the proposed development. The Department concludes that the project in itself should not require an increase in police protection and traffic service.⁴ Therefore, the project's impact on police protection service is less than significant.

It should be further noted that the proposed project would eliminate the Chandler's facility, which is a large unlit space that includes an inert landfill, building materials storage yard, and concrete batch plant. Replacing the Chandler's facility with a residential development oriented around a golf course could improve the defensibility of the project site.

SCHOOLS (THRESHOLD 3)

Impact PS-3: The proposed project would be expected to generate students at the Palos Verdes Peninsula Unified School District~~and, the Torrance Unified School District, and the Los Angeles Unified School District (Local District 8).~~ Though the school district is not operating above capacity, the The generation of additional students would increase the use of the schools in the districts. This is considered a significant but mitigable impact.

⁴ Memorandum, Subject: Development Project Impact, from Ronene M. Anda, Captain, Los Angeles County Sheriff's Department, Lomita Station, dated February 23, 2009.

The proposed project would add ~~61 63~~ 114 new single-family residential units within the Palos Verdes Peninsula Unified School District (PVPUSD) ~~and 51, 48 new single-family residential units within the Torrance Unified School District (TUSD), and 5 new single-family residential units within the Los Angeles Unified School District (LAUSD) in Local District 8⁵.~~ Based on the ~~respective Districts' District's~~ student generation rates⁶ of 0.3318 students per household, the project would generate a total of ~~47 46 38~~ students, of which ~~20 21~~ would be within the PVPUSD ~~and, 24 26~~ would be within the TUSD, and 3 would be within the LAUSD.

~~The Both the PVPUSD and the TUSD, and the LAUSD all~~ The Palos Verdes Peninsula Unified School District can accommodate the additional students anticipated to be generated by the proposed residential development with existing facilities. In the local school districts, capacity of a school is based upon grade level. If a child cannot be accommodated at their home school (a school located the closest to their residence), the child will be placed in an available school in the district and may be transferred into the home school when the child can be accommodated in the appropriate grade level at that school.

The City is strictly limited in the mitigation measures it may impose against developers of residential projects to address school crowding issues. The presumption of State law is that the developer's payment of school impact fees to the local school district, in an amount established by the school district, would address school capacity impacts. Mitigation Measure PS-18 requires that the developer pay the full development fees that may be charged to a developer by the school district to mitigate the effects of the increased enrollment as a result of the project. With implementation of this mitigation measure, impacts to schools are considered less than significant under CEQA.

OTHER PUBLIC FACILITIES (THRESHOLD 4)

Impact PS-4: The proposed project would be expected to generate additional patrons of the Palos Verdes Library District. This is considered a significant but mitigable impact.

⁵ This analysis assumes that the school district boundary lines would continue to follow the existing City boundary line after the proposed project is approved and constructed, except where the existing LAUSD Local District 8 boundary exist, which would also remain unchanged. Based on the proposed Tentative Tract Map, 55 of the proposed residential parcels would be entirely within the PVPUSD (based on City boundary lines), 41 would be entirely within the TUSD, 3 would be entirely within the LAUSD, 10 would span the PVPUSD/TUSD boundary, 3 would span the TUSD/LAUSD boundary, 1 would span the PVPUSD/LAUSD boundary, and 1 would span across all 3 districts. This analysis assumes that 1/2 and of the proposed residential parcels that span across 2 school districts would be dedicated to each district, and that 1/3 of the proposed residential parcel that span all 3 school district would be dedicated to each district. Based on the proposed Tentative Tract Map, 57 of the proposed residential parcels are within the existing limits of the City of Rolling Hills Estates, 45 are within the existing limits of the City of Torrance, and 12 span across the existing City boundary line. This analysis assumes that 6 (i.e., 50%) of the 12 proposed residential parcels that span across the existing City boundary line would be dedicated to the PVPUSD, with the remaining 6 parcels dedicated to the TUSD.

⁶ Published student generation rates for the PVPUSD and TUSD are as follows: PVPUSD = 0.3318 total students per household; TUSD = 0.1950 elementary schools students per household, 0.1181 middle schools students per household, and 0.1773 high schools students per household. Student generation rates for the LAUSD for single-family detached homes are as follows: 0.2024 elementary school students per household, 0.0979 middle school students per household, and 0.1119 high school students per household (LAUSD, *School Facilities Needs Analysis*, 2006).

The proposed project is estimated to add 316 residents to the City of Rolling Hills Estates⁷, all of which would be served by the PVLDD. The City of Rolling Hills Estates' Public Facilities Impact Fee Report (City of Rolling Hills Estates, 2008) identifies a library facilities impact fee of \$2,752 per new single-family residential unit to ensure new development projects fund their fair share of costs to improve the library system. With the payment of these fees, as required by Mitigation Measure PS-19, the proposed project's impact on library facilities would be less than significant.

3.12.5 CUMULATIVE IMPACTS

FIRE SERVICES

Cumulative development projects in the City of Rolling Hills Estates area, in combination with the proposed project, would add residential and non-residential development to the City. Such development will continue to increase the City's population and could potentially place development within fire severity zones. Compliance with the Fire Department and emergency design standards will maintain cumulative impacts at a less than significant level.

POLICE SERVICES

Cumulative buildout from developments within the City of Rolling Hills Estates will increase demands on police protection services by adding residents and non-residential development. Upon culmination of additional development in the area, the Sheriff's Department will conduct a review to determine if an increase in police protection and traffic service is necessary.⁸ It is anticipated that, despite the incremental increase in demand for police services, increased public revenues generated from property and sales taxes from these new developments would increase the City's General Fund to fulfill its resource needs in the future. Therefore, significant cumulative impacts to police protection service are not anticipated.

SCHOOLS

Cumulative development within the Palos Verdes Peninsula Unified School District will continue to increase enrollment in local public schools. Since local schools are near capacity, cumulative impacts to schools are considered potentially significant. Payment of statutory school impact fees, as required by ~~MM PS-4~~ MM PS-18, would mitigate the proposed project's contribution to cumulative impacts on schools to a level that is less than considerable.

LIBRARIES

Cumulative development on the Palos Verdes Peninsula will continue to increase the population served by the PVLDD. The fair-share library fees established in the City of Rolling Hills Estates' Public Facilities Impact Fee Report (City of Rolling Hills Estates, 2008) are based on future growth projections in the PVLDD's service area. These projections account for cumulative growth. As such,

⁷ 114 proposed dwelling units times the City's current household size of 2.83 persons per household = 322.

⁸ Memorandum, Subject: Development Project Impact, from Ronene M. Anda, Captain, Los Angeles County Sheriff's Department, Lomita Station, dated February 23, 2009.

payment of library fees, as required by ~~MM PS-2~~ MM PS-19, would mitigate the proposed project's contribution to cumulate impacts on libraries to a level that is less than considerable.

3.12.6 MITIGATION MEASURES

- 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.
- MM PS-2:** Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.
- MM PS-3:** Fire Department access shall be extended to within 150 feet distance of any exterior portion of all structures.
- 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.
- 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.
- 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.
- MM PS-7:** Provide Fire Department or City approved street signs and building access numbers prior to occupancy.
- 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.
- 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.

- 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.
- 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.
- 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.
- MM PS-13:** Streets or driveways within the development shall be provided with the following:
- 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.
- 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.

- 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.
- 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.
- 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.
- MM PS-18:** Prior to issuance of a building permit, the applicant shall pay the established school fee rate for new residential construction.
- 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.

3.12.7 LEVEL OF SIGNIFICANCE AFTER MITIGATION

After mitigation, the proposed project would not significantly impact public services. The following table presents a summary of the thresholds of significance, mitigation measures, and the project’s corresponding level of impact.

Table 3.12.3 Summary of Thresholds of Significance, Mitigation Measures, and Level of Significance for Public Service Impacts		
Threshold of Significance	Applicable Mitigation Measures	Level of Significance
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for fire protection.	MM PS-1 through MM PS-17 (see Section 3.12.6, above)	Less than significant after mitigation
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the	None needed	Less than significant

Table 3.12.3 Summary of Thresholds of Significance, Mitigation Measures, and Level of Significance for Public Service Impacts		
Threshold of Significance	Applicable Mitigation Measures	Level of Significance
construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for police protection.		
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools.	MM PS-18 (see Section 3.12.6, above)	Less than significant after mitigation
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities.	MM PS-19: (see Section 3.12.6, above)	Less than significant after mitigation

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CITY COUNCIL STAFF REPORT

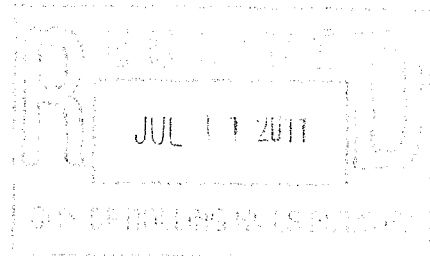
ATTACHMENT 5

GOOD LOCAL PLANNING, INC.

Making Real Planning a Reality
9909 Topanga Canyon Blvd., Suite 339
Chatsworth, CA 91311
818.355.5130

July 8, 2011

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



Re: Chandler Estates Project

Ladies and Gentlemen:

Our organization has previously complained to you that the traffic analysis was insufficient in the Environmental Impact Report for the Chandler Ranch project. The City has prepared an additional traffic analysis in response to our suggestion that a proper traffic analysis be completed with a baseline that complies with the recent holding in the *Sunnyvale* case. However, that analysis was both under-inclusive and incomplete. As a result, we have had to look more carefully at the traffic analysis that underlies the environmental impact report for the proposed project.

We have had the traffic engineering firm of Kunzman Associates, Inc. complete a peer review of the traffic analysis in the EIR. Kunzman is a certified traffic engineering firm with over 30 years of experience. You may confirm their credentials at <http://www.traffic-engineer.com>. Based upon their expert opinion, the traffic analysis in the EIR is fatally flawed. For your review, we attach to this letter as Exhibit "A" a complete copy of the Kunzman Traffic Study Peer Review.

Accordingly, we hereby request (and CEQA requires) that the City cause a new traffic study to be performed for the proposed project, that the traffic section in the EIR be redrafted based on the results of the new study, and that each section of the EIR that is affected by the traffic analysis similarly be revised (including, for example, the air quality and noise sections). Then, the entire draft EIR should be re-circulated for public comment and a new Final EIR prepared and disseminated, based upon the comments the City may receive for the new Draft EIR.

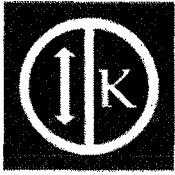
Thank you for your consideration of this request.

Sincerely,

Good Local Planning, Inc.


By: Mitch Carson, President

EXHIBIT "A"



KUNZMAN ASSOCIATES, INC.

OVER 30 YEARS OF EXCELLENT SERVICE

July 6, 2011

Mr. Mitch Carson
MITCH CARSON
9909 Topanga Canyon Boulevard, Suite 339
Chatsworth, CA 91311

Dear Mr. Carson:

INTRODUCTION

The firm of Kunzman Associates, Inc. is pleased to provide a traffic impact analysis peer review for the Chandler Ranch & Rolling Hills Country Club Traffic Impact Analysis prepared by Willdan Engineering (April 29, 2009). This peer review provides Kunzman Associates, Inc. comments regarding the traffic impact analysis. The traffic impact analysis generally follows standard practice in the City of Rolling Hills Estates and County of Los Angeles Congestion Management Program requirements.

The project site is generally located along Palos Verdes Drive East between Palos Verdes Drive North and the City of Rolling Hills Estates northerly city limit. The majority of the proposed project is on the west side of Palos Verdes Drive East, with access provided by "A" Street. The proposed development will reconfigure/relocate the existing golf course and adds a residential community consisting of 114 new single-family homes.

COMMENT 1

Page 9. The intersection of Hawthorne Boulevard/Palos Verde Drive North is shown with a northbound free right turn lane. The right turn lane is signed with a Yield control and does not provide a sufficient acceleration lane length to function as a free right turn lane. It should further be noted that the two eastbound through lanes on Palos Verde Drive North immediately transition to one lane at this location.

COMMENT 2

Page 14. The site plan should be provided at sufficient scale to review the circulation patterns within the clubhouse area.

COMMENT 3

Page 14. The site plan shows the only access will be provided via "A" Street to Palos Verdes Drive East. The Fire Department should review the access plan to assure that sufficient emergency access and escapement is provided via the one entry for the single-family homes and clubhouse uses.

1111 TOWN & COUNTRY ROAD, SUITE 34, ORANGE, CA 92868
PHONE: (714) 973-8383 ■ FAX: (714) 973-8821

WWW.TRAFFIC-ENGINEER.COM

Mr. Mitch Carson
MITCH CARSON
July 6, 2011

COMMENT 4

Page 14. The site plan shows "A" Street located on the inside of a curve along Palos Verdes Drive East. A sight distance analysis should be conducted to meet the City of Rolling Hills Estates sight distance standards for the posted speed limit of 40 MPH with the existing landscaping, slope, fencing, and tree obstructions. The sight distance standard for the vertical and horizontal sight distance, safe stopping sight distance, and decision sight distance should be met.

COMMENT 5

Page 17. Table 3 shows the trip generation daily rate for health/fitness club matches the Institute of Transportation Engineers (ITE), Trip Generation, 8th Edition, 2008, land use category 492. However, the peak hour rates differ from ITE. Please explain.

COMMENT 6

Page 17. Table 3 shows the tennis court trip generation rates have been adjusted per the health/fitness club rates. The SANDAG trip generation rates for tennis courts can be used per the City of Rolling Hills Estates Traffic Impact Analysis Methodology Guidelines.

COMMENT 7

Page 17 and Appendix C. The trip generation table and worksheets denote the Chandler Quarry traffic counts. The existing sand and gravel facility trip generation should be denoted in Passenger Car Equivalents from the Highway Capacity Manual. However, it should be noted that the traffic count worksheets for the study area intersections in Appendix C do not separate cars versus trucks by axle.

COMMENT 8

Page 23. The proposed residential trip distribution shows 15% of project traffic distributed on Palos Verdes Drive North between Hawthorne Boulevard and Crenshaw Boulevard. Please correct to 10%.

COMMENT 9

Page 29. Table 4 shows the Residential Condo daily rate as 5.86. The ITE daily rate is 5.81. Please explain.

COMMENT 10

Page 29. Table 4 shows the Senior Housing – Detached AM outbound rate as 0.12 and the ITE AM outbound rate is 0.14. Also, the PM outbound rate as 0.10 and the ITE AM outbound rate is 0.11. Please explain.

Mr. Mitch Carson
MITCH CARSON
July 6, 2011

COMMENT 11

Page 29. Table 4 shows the Medical Office AM inbound/outbound rates and PM inbound/outbound rates differ from ITE. Please explain.

COMMENT 12

Page 29. Table 4 shows the Commercial AM inbound/outbound rates and PM inbound/outbound rates differ from ITE. Please explain.

COMMENT 13

Page 29. Table 4 shows the Bank daily, AM inbound, and PM inbound/outbound rates differ from ITE. Please explain.

COMMENT 14

Page 29. Table 4 does not show a footnote reference for the daily and AM inbound/outbound rates for the Vehicle Service Center use.

COMMENT 15

Pages 30 to 32. Table 5 inbound/outbound trip generation volumes do not match their totals for cumulative projects no. 3, 5, 7, 15, 19, 21, 22, 23, 24, 25, and 32. Please correct.

COMMENT 16

Pages 33. Table 5 should provide a total for the cumulative project trip generation.

COMMENT 17

Page 39. The Pacific Coast Highway/Crenshaw Boulevard intersection would increase the ICU by 0.005 not 0.05 as stated.

COMMENT 18

Page 47. The Pacific Coast Highway/Crenshaw Boulevard intersection would increase the ICU by 0.004 not 0.04 as stated.

COMMENT 19

Page 53. The improvements for Crenshaw Boulevard/Pacific Coast Highway and Narbonne Avenue/Pacific Coast Highway affect intersections within the California Department of Transportation

Mr. Mitch Carson
MITCH CARSON
July 6, 2011

jurisdiction. Any work performed within the California Department of Transportation right-of-way will require discretionary review and approval by the California Department of Transportation and an encroachment permit will be required prior to construction.

COMMENT 20

Page 56. The PM peak hour traffic volumes do not match the Appendix F/G worksheets for intersection no. 6, 7, and 11.

COMMENT 21

Appendix D. Palos Verdes Drive East between Pacific Coast Highway and Palos Verdes Drive North is shown with traffic volumes from 11,880 to 12,888 for existing traffic conditions. These volumes are projected to grow to 14,638 to 16,126 for Year 2025 traffic conditions. Palos Verdes Drive East is a 2 lane undivided roadway for portions between Pacific Coast Highway and Palos Verdes Drive North. These traffic volumes exceed the typical roadway capacities for a 2 lane undivided roadway.

COMMENT 22

Palos Verdes Drive East is classified as an Arterial Roadway adjacent to the project site on the City of Rolling Hills Estates General Plan Circulation Element. The proposed development should be conditioned to construct Palos Verdes Drive East at its ultimate half-section width adjacent to the project site.

COMMENT 23

Appendix E to G. The City of Rolling Hills Estates Traffic Impact Analysis Methodology Guidelines recommends that the intersection level of service calculations include a peak hour factor specific to each subject intersection.

COMMENT 24

Appendix F. The intersection analysis worksheets for Crenshaw Boulevard/Palos Verdes Drive North and Dapplegray School Road/Palos Verdes Drive North are depicted with traffic signal split phasing. The traffic signal phasing should be changed for the intersections of Hawthorne Boulevard/Palos Verdes Drive North and Rolling Hills Road/Palos Verdes Drive North to denote split phasing for all analysis years.

COMMENT 25

Appendix H. The Palos Verdes Drive East/Street "A" (Project Access) is approaching the need for a traffic signal for future traffic conditions. The project should be conditioned to conduct a traffic signal warrant for Opening Year traffic conditions at the project access to Palos Verdes Drive East.

Mr. Mitch Carson
MITCH CARSON
July 6, 2011

COMMENT 26

General. The construction phase of the project development should be discussed in the traffic study. Specifically, the import/export of fill material for the proposed golf course at the existing Chandler Quarry should be analyzed within the proposed development.

It has been a pleasure to serve your needs on this project. Should you have any questions or if we can be of further assistance, please do not hesitate to call at (714) 973-8383.

Sincerely,

KUNZMAN ASSOCIATES, INC.

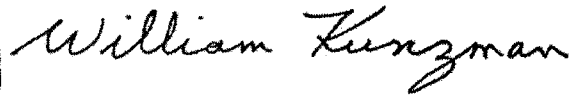


Carl Ballard
Principal Associate

#4950



KUNZMAN ASSOCIATES, INC.



William Kunzman, P.E.
Principal

CITY COUNCIL STAFF REPORT

ATTACHMENT 6

Memorandum

TO: Niki Cutler, Principal Planner
City of Rolling Hills Estates

FROM: Erik Zandvliet, TE, City Traffic Engineer
Ruth Smith, TE, PTP, Traffic Engineering Consultant

DATE: July 20, 2011

SUBJECT: *Chandler Ranch/Rolling Hills Country Club Project Traffic Impact Report*
Response to Comments – Kunzman Associates, Inc. Peer Review, 7-6-2011

Willdan Engineering has prepared the following responses to comments submitted by Good Local Planning, Inc. on July 8, 2011, related to a peer review conducted by Kunzman Associates, Inc. dated July 6, 2011. Upon review of the submitted comments, it was found that additional analysis or revision of the project's traffic impact report is not necessary. All comments have been addressed or are included in the environmental documents. Specific responses to the comments are summarized below:

COMMENT 1

Page 9. The intersection of Hawthorne Boulevard/Palos Verde Drive North is shown with a northbound free right turn lane. The right turn lane is signed with a Yield control and does not provide a sufficient acceleration lane length to function as a free right turn lane. It should further be noted that the two eastbound through lanes on Palos Verde Drive North immediately transition to one lane at this location.

The northbound right turn operates functionally as a free-right and is not within the signalized portion of the intersection, therefore, the lane assignments are correctly depicted.

COMMENT 2

Page 14. The site plan should be provided at sufficient scale to review the circulation patterns within the clubhouse area.

The internal circulation is evaluated and discussed fully in Section VIII. A larger scale map is provided in the EIR as Figure 2.9.

COMMENT 3

Page 14. The site plan shows the only access will be provided via "A" Street to Palos Verdes Drive East. The Fire Department should review the access plan to assure that sufficient emergency access and escapement is provided via the one entry for the single-family homes and clubhouse uses.

COMMENT 3 (continued)

The Fire Department has reviewed the project and provided input to the EIR. Fire access is addressed in Section 3.12 of the EIR, and all roadways will comply with Fire Department standards per mitigation measures PS-1 to 17.

COMMENT 4

Page 14. The site plan shows "A" Street located on the inside of a curve along Palos Verdes Drive East. A sight distance analysis should be conducted to meet the City of Rolling Hills Estates sight distance standards for the posted speed limit of 40 MPH with the existing landscaping, slope, fencing, and tree obstructions. The sight distance standard for the vertical and horizontal sight distance, safe stopping sight distance, and decision sight distance should be met.

All roadway design will meet current City standards and must be approved by the City Traffic Engineer and City Engineer. Adequate sight distance will be confirmed by the City Traffic Engineer at the time of engineering design.

COMMENT 5

Page 17. Table 3 shows the trip generation daily rate for health/fitness club matches the Institute of Transportation Engineers (ITE), Trip Generation, 8th Edition, 2008, land use category 492. However, the peak hour rates differ from ITE. Please explain.

The analysis was originally prepared using the trip generation rates from the 7th Edition of ITE's *Trip Generation*. Rates were updated when the 8th Edition came out so that some were from the 7th Edition and some from the 8th Edition. All of the rates have been updated with this addendum, as shown in Table 3 (project rates) and Table 4 (cumulative project rates). The updated cumulative project trips are shown in Table 5.

Since the tennis court rates were based on the health/fitness club rates, they and the resulting project trips have also been updated. As shown in Table 3, the result is a net increase of project AM peak hour trips of 1 inbound and 8 outbound, and a net decrease of project PM peak hour trips of 1 inbound and 5 outbound.

The impact of these changes on a signalized intersection would be the change in peak hour trips divided by the capacity of the affected lane(s), multiplied by the project's percent trip distribution for each affected turning movement. Since the project's PM peak hour trips were reduced, the effect of these changes would result in no change or a minor decrease in the project's impact. For the purposes of this response to comments, only possible increases in the project's impact are addressed. The table below shows the changes in project volumes for each intersection. Those that are less than 0.5 trips are shown as 0. For the unsignalized intersections, which were analyzed using the HCM delay methodology, the ICU column is not applicable and they have been assessed based on how close the Baseline + Project values in Tables 6 and 7 of the report are to the next higher LOS.

Intersection	Project Trip Addition	Max. Increase in ICU (AM Peak Hour)	Traffic Impact after Proposed Mitigations?
1. PCH / Crenshaw Bl. (CMP)	+0 trips SBLT +0 trips EBT +1 trip WBT +1 trip WBRT	0.00	No
2. PCH / Narbonne Ave.*	+2 trips NBLT +1 trip NBRT +0 trips EBRT +0 trips WBLT	0.001	No
3. PCH / Western Ave. (CMP)	+0 trips SBRT +0 trips EBLT +1 trip EBT +0 trips WBT	0.00	No
4. PVDE / Project Entrance	+1 trip NBLT +0 trips SBRT +3 Trips EBLT +5 trips EBRT	--	No
5. PVDE / Club View Ln.	+1 trip NB +5 trips SB	--	Yes (2025)
6. PVDN / Silver Spur Rd.	+0 trips NBRT +0 trips EBT +0 trips WBLT +1 trip WBT	--	No
7. PVDN / Hawthorne Bl.	+0 trips NBRT +0 trips EBT +1 trips WBLT +1 trips WBT	0.001	No
8. PVDN / Crenshaw Bl.	+0 trips NBRT +0 trips EBT +1 trip WBLT +2 trips WBT	0.001	No
9. PVDN / Rolling Hills Dr.	+0 trips NBRT +0 trips SBLT +0 trips EBT +0 trips WBLT +3 trips WBT +0 trips WBRT	0.002	No
10. PVDE / Dapplegray School	+1 EBT +4 WBT	0.003	No
11. PVDE / PVDN	+0 trips NBT +0 trips SBLT +1 trip SBT +4 trips SBRT +1 trip EBLT +0 trips WBRT	0.003	No
12. PVDN / Western Ave. (CMP)	+0 trips NBLT +0 trips EBRT	0.00	No

COMMENT 5 (continued)

For 2013 conditions (Table 6), none of the study intersections that would already be impacted by the project would require additional improvements and none of the other intersections would be impacted by the project enough to require mitigation. For 2025 conditions, it appears that the intersection of Palos Verdes Drive North/Club View Lane could require mitigation. Since the intersection previously required mitigation for 2013 conditions, the same mitigation measures would be applied to 2025 conditions, with no overall change in project impact.

COMMENT 6

Page 17. Table 3 shows the tennis court trip generation rates have been adjusted per the health/fitness club rates. The SANDAG trip generation rates for tennis courts can be used per the City of Rolling Hills Estates Traffic Impact Analysis Methodology Guidelines.

The tennis courts will be limited to members only, and are used at the same time as the health/fitness club facility. Therefore, the City determined that adjusted Health/Fitness Club peak hour rates were the most appropriate for the project.

COMMENT 7

Page 17 and Appendix C. The trip generation table and worksheets denote the Chandler Quarry traffic counts. The existing sand and gravel facility trip generation should be denoted in Passenger Car Equivalents from the Highway Capacity Manual. However, it should be noted that the traffic count worksheets for the study area intersections in Appendix C do not separate cars versus trucks by axle.

Passenger Car Equivalent values were not used as a more conservative approach to overestimate the site's existing trip generation. By not using PCE values, the existing trip credits were minimized, resulting in higher net new trips than actually anticipated.

COMMENT 8

Page 23. The proposed residential trip distribution shows 15% of project traffic distributed on Palos Verdes Drive North between Hawthorne Boulevard and Crenshaw Boulevard. Please correct to 10%.

Typographical error noted. No recalculation is necessary.

COMMENT 9

Page 29. Table 4 shows the Residential Condo daily rate as 5.86. The ITE daily rate is 5.81. Please explain.

COMMENT 9 (continued)

See the response to Comment 5. The Residential Condo update affects cumulative project numbers 17 and 22, and reduces the cumulative projects' daily volumes by 7 and 18 trips, respectively. This change would not affect the traffic study findings since the traffic analysis is not based on daily traffic volumes. No recalculation is necessary.

COMMENT 10

Page 29. Table 4 shows the Senior Housing – Detached AM outbound rate as 0.12 and the ITE AM outbound rate is 0.14. Also, the PM outbound rate as 0.10 and the ITE AM outbound rate is 0.11. Please explain.

See the response to Comment 5. The Senior Housing – Detached update affects cumulative project number 22, and increases the cumulative project's AM peak hour inbound volume by 2 trips and the PM peak hour outbound volume by 1 trip. These minor changes would not change the traffic study's findings or recommendations. No recalculation is necessary.

COMMENT 11

Page 29. Table 4 shows the Medical Office AM inbound/outbound rates and PM inbound/outbound rates differ from ITE. Please explain.

See the response to Comment 5. The Medical Office update affects cumulative project numbers 23 and 24, and increases the cumulative projects' AM peak hour inbound volumes by 82 trips and the outbound volumes by 52 trips, and the PM peak hour inbound volumes by 123 trips and the outbound volumes by 233 trips.

Changes in cumulative project volumes can affect the baseline levels of service, but do not generally affect the project's traffic impacts on the signalized intersections shown in Tables 6 and 7 since the traffic impact is based on a project-related increase in ICU. It could affect the LOS for baseline conditions, however, by making the LOS higher or lower, which could change the stringency of the impact conditions, i.e. changing the baseline from LOS D to LOS E would require less of a project-related increase in ICU to trigger mitigation. For unsignalized intersections, the effect of changes in cumulative project volumes would depend on how close the baseline intersection delay is to the next LOS.

In this case, the two projects are in the City of Torrance and their trips would not affect all study intersections. Since the intersections they would affect would already operate at LOS F for 2013 and 2025 baseline conditions, the changes would not change the traffic study's findings or recommendations. No recalculation is necessary.

COMMENT 12

Page 29. Table 4 shows the Commercial AM inbound/outbound rates and PM inbound/outbound rates differ from ITE. Please explain.

See the response to Comment 5. The Commercial update affects cumulative project numbers 20 and 26, and decreases the cumulative projects' AM peak hour inbound volumes by 260 trips and the outbound volumes by 25 trips and increase the PM peak hour inbound volumes by 159 trips and decrease the outbound volumes by 158 trips. The two cumulative projects are in the Cities of Torrance and Lomita and their trips would not affect all study intersections. The signalized intersections they would affect already operate at LOS F for 2013 and 2025 conditions. The unsignalized intersections they would affect are already impacted by the project. Therefore, the changes would not change the traffic study's findings or recommendations. For a discussion of the impact these types of changes would have on the analysis, see the response to Comment 11.

COMMENT 13

Page 29. Table 4 shows the Bank daily, AM inbound, and PM inbound/outbound rates differ from ITE. Please explain.

See the response to Comment 5. The Bank update affects cumulative project number 19, and decreases the cumulative project's daily volume by 787 trips, the PM peak hour inbound volume by 80 trips and the PM peak hour outbound volume by 79 trips. Since the cumulative project's volumes are reduced, the changes would not worsen the project's traffic impact and could reduce it. No recalculation is necessary. For a discussion of the impact these types of changes would have on the analysis, see the response to Comment 11.

COMMENT 14

Page 29. Table 4 does not show a footnote reference for the daily and AM inbound/outbound rates for the Vehicle Service Center use.

Table 4 (attached) has been revised to include a footnote reference for the Vehicle Service Center use.

COMMENT 15

Pages 30 to 32. Table 5 inbound/outbound trip generation volumes do not match their totals for cumulative projects no. 3, 5, 7, 15, 19, 21, 22, 23, 24, 25, and 32. Please correct.

The noted cumulative project trip generation volumes were provided by the respective cities. Any inequities would be explained in the individual traffic studies that analyzed traffic impacts

for that particular related project. Possible causes are internal capture, multiple access points, and bypass trips.

COMMENT 16

Pages 33. Table 5 should provide a total for the cumulative project trip generation.

A total cumulative trip generation value was not provided, nor is it necessary due to the numerous project locations and streets upon which the trips are distributed.

COMMENT 17

Page 39. The Pacific Coast Highway/Crenshaw Boulevard intersection would increase the ICU by 0.005 not 0.05 as stated.

Typographical error noted. No recalculation is necessary since the actual increase is less than the noted value.

COMMENT 18

Page 47. The Pacific Coast Highway/Crenshaw Boulevard intersection would increase the ICU by 0.004 not 0.04 as stated.

Typographical error noted. No recalculation is necessary since the actual increase is less than the noted value.

COMMENT 19

Page 53. The improvements for Crenshaw Boulevard/Pacific Coast Highway and Narbonne Avenue/Pacific Coast Highway affect intersections within the California Department of Transportation jurisdiction. Any work performed within the California Department of Transportation right-of-way will require discretionary review and approval by the California Department of Transportation and an encroachment permit will be required prior to construction.

It is acknowledged that both intersections are located on State highways and are in the jurisdiction of the State of California Department of Transportation (Caltrans). Caltrans is aware of the proposed mitigation measures. Encroachment permits and other approvals will be required.

COMMENT 20

Page 56. The PM peak hour traffic volumes do not match the Appendix F/G worksheets for intersection no. 6, 7, and 11.

The values in the Appendix F/G worksheets are correct and Table 8 (attached) on page 56 has been revised to match the worksheets. In all cases, the project's fair share percentage was reduced since the Baseline + Project volumes increased.

COMMENT 21

Appendix D. Palos Verdes Drive East between Pacific Coast Highway and Palos Verdes Drive North is shown with traffic volumes from 11,880 to 12,888 for existing traffic conditions. These volumes are projected to grow to 14,638 to 16,126 for Year 2025 traffic conditions. Palos Verdes Drive East is a 2 lane undivided roadway for portions between Pacific Coast Highway and Palos Verdes Drive North. These traffic volumes exceed the typical roadway capacities for a 2 lane undivided roadway.

The City has not established a capacity standard or significant impact threshold for street section operational LOS. The capacity constraints for Palos Verdes Drive East are located at the signalized intersections, not mid-block. Therefore, an analysis of street segment volume was not required. The daily volumes are only provided for use as the basis of environmental studies.

COMMENT 22

Palos Verdes Drive East is classified as an Arterial Roadway adjacent to the project site on the City of Rolling Hills Estates General Plan Circulation Element. The proposed development should be conditioned to construct Palos Verdes Drive East at its ultimate half-section width adjacent to the project site.

The City determined that it is not the responsibility of the developer to widen or realign the street. The City does not have plans to widen or realign the street, therefore, no change to the existing condition is proposed at this time.

COMMENT 23

Appendix E to G. The City of Rolling Hills Estates Traffic Impact Analysis Methodology Guidelines recommends that the intersection level of service calculations include a peak hour factor specific to each subject intersection.

The Peak Hour Factor indicated in the Guidelines refers to the highest four consecutive 15-minute intervals for each peak period (AM or PM). This method was used for all intersections.

COMMENT 24

Appendix F. The intersection analysis worksheets for Crenshaw Boulevard/Palos Verdes Drive North and Dapplegray School Road/Palos Verdes Drive North are depicted with traffic signal split phasing. The traffic signal phasing should be changed for the intersections of Hawthorne Boulevard/Palos Verdes Drive North and Rolling Hills Road/Palos Verdes Drive North to denote split phasing for all analysis years.

When using ICU methodology as indicated in the City's TIA Guidelines, split phasing does not change ICU values. Therefore, while split phasing may be noted, no recalculation is necessary.

COMMENT 25

Appendix H. The Palos Verdes Drive East/Street "A" (Project Access) is approaching the need for a traffic signal for future traffic conditions. The project should be conditioned to conduct a traffic signal warrant for Opening Year traffic conditions at the project access to Palos Verdes Drive East.

The City's General Plan discourages additional traffic signals within the City. As such, the developer will not be required to conduct additional warrant studies because the study intersections will operate satisfactorily or are mitigated by other means.

COMMENT 26

General. The construction phase of the project development should be discussed in the traffic study. Specifically, the import/export of fill material for the proposed golf course at the existing Chandler Quarry should be analyzed within the proposed development.

The Traffic Impact Study does not analyze construction related traffic impacts on the basis of the existing nature of the current land use, which is primarily consists of importing and exporting fill material. Since the quarry has similar activities as those for construction of the proposed project, this operation will not change significantly and is considered an existing condition. In fact, the amount of import and export of fill material will largely be completed before actual project construction begins.

We appreciate this opportunity to be of continuing service to the City of Rolling Hills Estates. Please contact Erik Zandvliet at (562) 908-6254 or Ruth Smith at (714) 978-8225 if you have any questions.

***Trip Generation Rates*¹**

LAND USE	ITE CODE	QUANTITY ²		DAILY	AM PEAK HOUR RATES			PM PEAK HOUR RATES			
				RATE	In	Out	Total	In	Out	Total	
Chandler Ranch Residentail Units											
Single Family Detached	210	114	DUs	9.57	0.19	0.56	0.75	0.64	0.37	1.01	
Rolling Hills Country Club Expansion											
Quality Restaurant ³	931	338	Seat	2.43	N/A	N/A	N/A	0.17	0.09	0.26	
Health/Fitness Club	492	7.150	TSF	32.93	0.62	0.76	1.38	2.01	1.52	3.53	
Tennis Courts ⁴	490	5	TC	31.04	0.58	0.72	1.30	1.90	1.43	3.33	

New Project Trip Generation

LAND USE	ITE CODE	QUANTITY ²		DAILY	AM PEAK HOUR TRIPS			PM PEAK HOUR TRIPS		
				TRIPS	In	Out	Total	In	Out	Total
Chandler Ranch Residentail Units										
Single Family Detached	210	114	DUs	1,091	22	64	86	73	42	115
Rolling Hills Country Club Expansion										
Added Dining ^{3,5}	931	338	Seat	821	N/A	N/A	N/A	57	30	87
New Fitness Center	492	7.150	TSF	235	4	5	9	14	11	25
New Tennis Courts	490	5	TC	155	3	4	7	10	7	17
New Club Members ⁶	N/A	100	Mem	80	4	1	5	3	4	7
RHCC Expansion Subtotal				1,291	11	10	21	84	52	136
Total New Project Trips				2,382	33	74	107	157	94	251

Proposed Project - Net Trip Generation

LAND USE	DAILY TRIPS	AM PEAK HOUR TRIPS			PM PEAK HOUR TRIPS		
		In	Out	Total	In	Out	Total
Total New Project Trips	2,382	33	74	107	157	94	251
Chandler Quarry Trips (subtract out) ⁷	-801	-8	-24	-32	-6	-29	-35
NET TOTAL PROJECT TRIPS	1,486	25	50	75	151	65	216

Net Change Due to Updated Rates	(+1)	(+8)	(+9)	(-1)	(-5)	(-6)
---------------------------------	------	------	------	------	------	------

- 1 Source: Institute of Transportation Engineers (ITE) *Trip Generation*, 8th Edition, 2008
- 2 DU = Dwelling Unit; TSF = Thousand Square Feet; TC = Tennis Court; Mem = Member
- 3 The AM peak hour trip generation is excluded since the Clubhouse dining rooms do not open until 11:00 am
The daily rate has been reduced by 15% for the same reason, based on the relative trip generation rates.
- 4 ITE Tennis Club Code (490) has no peak hour rates, but daily rates for Health/Fitness Club (492) are very similar
and the uses would have similar patrons. Peak hour rates from ITE Code 492 adjusted based on ratio of daily rates.
- 5 To account for banquets/special events using the dining rooms, a worst-case condition was assumed, equal to the net
additional seating without the Ballroom (+138) plus the new Ballroom seating (200), for a total of 338 (see below)

DINING AREA	EXISTING SEATING	PROPOSED SEATING	CHANGE
Casual Grille	52	54	+2
Bar/Grille	60	60	-60
Wine Cellar Dining	0	50	+50
Dining #1	0	42	+42
Dining #2	0	44	+44
Subtotal	412	450	+138
Ballroom		200	+200
TOTAL			338

- ⁷ Estimate of daily trips based on averaged annual count information provided by Chandler; peak hour trips = traffic counts taken at the main Chandler driveway by Willdan Engineering in October 2007

TABLE 4

CUMULATIVE PROJECTS TRIP GENERATION RATES¹

LAND USE	ITE CODE	UNITS ²	DAILY	AM PEAK HOUR RATES			PM PEAK HOUR RATES		
				In	Out	Total	In	Out	Total
Single Family Residential	210	DU	9.57	0.19	0.56	0.75	0.64	0.37	1.01
Residential Condo	230	DU	5.81	0.07	0.37	0.44	0.35	0.17	0.52
Senior Housing - Detached	251	DU	3.71	0.08	0.14	0.22	0.16	0.11	0.27
General Office	710	TSF	11.01	1.36	0.19	1.55	0.25	1.24	1.49
Medical Office	720	TSF	36.13	1.82	0.48	2.30	0.93	2.53	3.46
Commercial	820	TSF	42.94	0.61	0.39	1.00	1.83	1.90	3.73
Bank	912	TSF	148.15	6.92	5.43	12.35	12.91	12.91	25.82
Vehicle Service Center ³	943	TSF	40.70	2.52	1.36	3.88	1.87	2.59	4.46

¹ Source: Institute of Transportation Engineers (ITE) *Trip Generation*, 8th Edition, 2008

² DU = Dwelling Unit; TSF = Thousand Square Feet

³ Since AM peak hour rates are not available for ITE Code 943, the total AM peak hour rate is based on the ratio between the AM and PM peak hour rates for ITE Code 942, multiplied by the total PM rate for ITE Code 943. The AM in/out percentages are also from ITE Code 942.

TABLE 5

CUMULATIVE PROJECTS TRIP GENERATION

NO.	DESCRIPTION	ITE CODE	QUAN- TITY	UNITS	DAILY VOLS	AM PK HR VOLS			PM PK HR VOLS		
						In	Out	Total	In	Out	Total
City of Rolling Hills Estates ¹											
1	Rolling Hills Villas (Peninsula Villas) (901 Deep Valley Dr.)				211	3	3	6	5	4	9
	- Senior Housing - Detached		41	DU							
	- Retail		1.215	TSF							
2	Silver Spur Court (981 Silver Spur Rd.)				105	1	7	8	6	3	9
	- Condominiums		18	DU							
3	627 Deep Valley Dr. Mixed-Use				858	-3	26	26	46	29	72
	- Condominiums		58	DU							
	- Commercial		5.810	TSF							
4	827 Deep Valley Dr. Condos				128	1	8	9	8	4	12
	- Condominiums		16	DU							
5	Mediterranean Village (927 Deep Valley Dr.)				-42	41	27	-14	17	-34	-17
	- Condominiums		75	DU							
	- Commercial		2.000	TSF							
6	Silverdes Medical/Retail Building (828 Silver Spur Rd.)				943	55	14	69	26	73	99
	- Medical Office		22.247	TSF							
	- General Office		4.166	TSF							
7	655 Deep Valley Dr				1584	15	54	65	64	48	112
	- Condominiums/Townhouse		148	DU							
	- Retail		14.200	TSF							
8	Silver Center Project (449 Silver Spur Rd.)				686	28	9	37	22	45	67
	- Commercial		19.213	TSF							
9	5883 Crest Rd.				247	4	2	6	10	12	22
	- Commercial		5.760	TSF							
10	Promenade on the Peninsula (550 Deep Valley Dr.)				1242	14	39	53	61	49	110
	- Condominiums		66	DU							
	- Commercial		16.620	TSF							
11	Butcher Subdivision				124	2	7	9	8	5	13
	- Single Family Detached		13	DU							
12	2901 Palos Verdes Dr North				29	1	1	2	2	1	3
	- Single Family Residential		3	DU							
13	Tanglewood Subdivision				29	1	1	2	2	1	3
	- Single Family Residential		3	DU							

TABLE 5
(Page 2 of 4)

CUMULATIVE PROJECTS TRIP GENERATION (Cont)

NO.	DESCRIPTION	ITE CODE	QUAN- TITY	UNITS	DAILY VOLS	AM PK HR VOLS			PM PK HR VOLS		
						In	Out	Total	In	Out	Total
City of Rolling Hills Estates (Cont) ¹											
14	Continental Development				1848	23	46	69	87	77	164
	- Condominiums		70	DU							
	- Commercial		30.000	TSF							
15	Town & Country Center Expansion				473	6	4	10	22	23	99
	- Commercial		10.472	TSF							
16	Rolling Hills Covenant Church (2221 Palos Verdes Dr.)				615	68	28	96	41	59	100
	- Church		1650	Seats							
City of Los Angeles											
17	Western Ave and Stonewood Ct				813	10	52	62	49	24	73
	- Condominiums	230	140	DU							
18	Ponte Vista ⁽¹⁾ (Ponte Vista at San Pedro)				9547	115	440	555	468	239	707
	- Condominiums		1725	DU							
	- Senior Housing - Detached		575	DU							
City of Torrance											
19	25904 Rolling Hills Road				1185	55	43	99	103	104	207
	- Bank	912	8.000	TSF							
20	Del Amo Shopping Center				8244	117	75	192	351	365	716
	- Retail	820	192.000	TSF							
21	Toyota Motor Sales, Headquarters Campus Expansion				8,239	937	163	1,101	217	864	1,081
	- Financial Center (Office)	710	630.000	TSF	6936	857	120	977	158	781	939
	- Vehicle Service Center	943	32.000	TSF	1302	81	44	124	60	83	143
22	2740 Lomita Boulevard				2,343	31	138	169	135	67	202
	- Single Family	210	63	DU	603	12	35	47	40	23	64
	- Condominiums	230	346	DU	2010	24	128	152	121	59	180
	- Senior Housing - Detached	251	85	DU	315	7	12	19	14	9	23
23	2841 Lomita Blvd				969	160	42	202	82	223	304
	- Medical Office	720	88.000	TSF							
24	3720 PCH				1013	167	44	212	86	233	318
	- Medical Office	720	92.000	TSF							

TABLE 5
(Page 3 of 4)

CUMULATIVE PROJECTS TRIP GENERATION (Cont)

NO.	DESCRIPTION	ITE CODE	QUAN- TITY	UNITS	DAILY VOL S	AM PK HR VOL S			PM PK HR VOL S		
						In	Out	Total	In	Out	Total
City of Lomita											
25	SEC of Western Ave & 262nd St - Office				130	9	4	12	5	9	14
		710	11.000	TSF							
26	2244 Pacific Coast Highway - Retail				785	11	7	18	33	35	68
		820	18.285	TSF							
City of Rancho Palos Verdes ¹											
27	St. John Fisher Church Expansion (5448 Crest Rd.) - Church				251	21	18	39	18	23	41
			250	Seats							
28	Crestridge Villas and Peninsula Senior Center - Condominiums - Recreation Community Center - Senior Center				995	18	51	69	48	38	86
			85	DU							
			5.440	TSF							
			12.000	TSF							
29	Hawthorne/Crest Office Building (29941 Hawthorne Blvd) - Office				177	20	3	23	15	72	87
			7.232	TSF							
30	Salvation Army Crestridge College (30840 Hawthorne Blvd) - Apartments				134	2	8	10	8	4	12
			20	DU							
31	7-11 Market (31186 Hawthorne Blvd) - Conv. Market w/ Gas Station				118	2	1	3	5	5	10
			2.754	TSF							
32	CVS Pharmacy - Pharmacy				-712	33	-38	-71	-24	-25	-49
			10.880	TSF							
33	Highridge Condominium Project (28220 Highridge Rd.) - Condominiums				158	2	10	12	9	5	14
			27	DU							
34	Marymount College Facilities Expansion (30800 PVDE) - Residence Hall & Gymnasium				1561	80	40	120	78	51	129
35	Point View (6001 PVDS) - Single Family Residential				689	14	40	54	46	27	73
			72	DU							
36	Long Point Resort Hotel (6610 PVDS) - Hotel				6263	195	118	313	247	252	499
			582	Rooms							
37	Trump National Golf Club (Ocean Trails) (PVDS & Shoreline Park) - Single Family Residential - Affordable Housing - Golf Course				1246	44	43	87	62	51	113
			59	DU							
			4	DU							
			18	Holes							

TABLE 5

(Page 4 of 4)

CUMULATIVE PROJECTS TRIP GENERATION (Cont)

NO.	DESCRIPTION	ITE CODE	QUAN- TITY	UNITS	DAILY VOL S	AM PK HR VOL S			PM PK HR VOL S		
						In	Out	Total	In	Out	Total
City of Rancho Palos Verdes (Cont) ¹											
38	TTM No. 52666 (3200 PVDW) - Single Family Residential				124	2	7	9	8	5	13
			13	DU							
39	Golden Cove Shopping Center (PVDW & Hawthorne) - Retail				1047	30	18	48	54	67	121
			12.600	TSF							
38	TTM No. 52666 (3200 PVDW) - Single Family Residential				124	2	7	9	8	5	13
			13	DU							
39	Golden Cove Shopping Center (PVDW & Hawthorne) - Retail				1047	30	18	48	54	67	121
			12.600	TSF							
40	Ocean Fronts Estates (PVDW & Hawthorne) - Single Family Residential				756	15	44	59	51	29	80
			79	DU							
41	Pointe Vincente Interpretive Proj ⁽²⁾ - Recreation Community Center		2.000	TSF	170	6	3	9	4	9	13
			2.000	TSF							

DU = Dwelling Units, TSF = Thousand Square Feet

¹ Source: *Revised Traffic Impact Analysis for Laing Urban Mix-used Project*, Prepared By Linscott, Law and Greenspan Engineers. (September 2008)² Source: *Revised Traffic Impact Analysis for Silverdes Development*, Prepared by DKS Associates, (June 2008)

TABLE 8

PROJECT FAIR SHARE ANALYSIS¹

INTERSECTION	EXISTING (2007) TRAFFIC VOLUMES	PROJECT TRAFFIC VOLUMES	2013 BASELINE + PROJECT VOLUMES	2013 FAIR SHARE %	2025 BASELINE + PROJECT VOLUMES	2025 FAIR SHARE %
1 Pacific Coast Highway/Crenshaw Bl. (CMP)	7,841	57	9,115	4.5%	10,055	2.6%
2 Pacific Coast Highway/Narbonne Ave.	5,908	104	6,720	12.8%	7,429	6.8%
3 Pacific Coast Highway/Western Ave. (CMP)	6,669	61	7,851	5.2%	8,534	3.3%
4 Palos Verdes Dr. E/A" Street (project entrance)	899	262	1,215	82.9%	1,323	61.8%
5 Palos Verdes Dr. E/Club View Ln.	1,110	132	1,314	64.7%	1,447	39.2%
6 Palos Verdes Dr. N/Silver Spur Rd.	2,159	25	2,439	8.9%	2,700	4.6%
7 Palos Verdes Dr. N/Hawthorne Bl.	4,443	54	5,112	8.1%	5,985	3.5%
8 Palos Verdes Dr. N/Crenshaw Bl.	4,961	73	5,481	14.0%	6,754	4.1%
9 Palos Verdes Dr. N/Rolling Hills Rd.	3,078	87	3,675	14.6%	4,046	9.0%
10 Palos Verdes Dr. N/Dapplegray School Rd.	2,954	87	3,543	14.8%	3,898	9.2%
11 Palos Verdes Dr. E/Palos Verdes Dr. N	3,666	118	4,478	14.5%	4,919	9.4%
12 Palos Verdes Dr. N/Western Ave. (CMP)	5,058	11	5,841	1.4%	6,327	0.9%

¹ Based on PM peak hour traffic volumes

$$\text{Project Fair Share} = \frac{\text{Project Traffic Volumes}}{(\text{Baseline} + \text{Project Volumes}) - (\text{Existing Volumes})}$$

CITY COUNCIL STAFF REPORT

ATTACHMENT 7

Niki Cutler

From: David Wahba
Sent: Thursday, June 23, 2011 10:48 AM
To: Pamela Lieb
Cc: Niki Cutler
Subject: RE: Supporting the expansion of RHCC
Thanks Pam for your support.

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: Pamela Lieb [mailto:pamela@pamelalieb.com]
Sent: Thursday, June 23, 2011 10:42 AM
To: David Wahba
Subject: Supporting the expansion of RHCC

Hi David,

I realize that the expansion of the RHCC has been a huge job for the city; however I am delighted as a RHE resident and realtor that it is going forward.

This will be a landmark facility for the city and the Peninsula. With the popularity of golf, this is something that residents want and expect from a city of the caliber of

Rolling Hills Estates. Thanks for your hard work in making this possible.

Warmest regards,



Pamela Lieb

310-683-9743 Cell or 310-375-9831 OFC.

Pamela Lieb



RE/MAX
Palos Verdes Realty

Renowned Property Specialist

(310) 375-9831 - Pamela@PamelaLieb.com - View All South Bay Homes for Sale at: www.PamelaLieb.com

Niki Cutler

From: David Wahba
Sent: Friday, June 24, 2011 12:29 PM
To: Niki Cutler
Subject: FW: Rolling Hills Country Club's Expansion and Community Enhancement Plan

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

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

From: Steve Calvillo [mailto:scalvillo13@me.com]
Sent: Friday, June 24, 2011 12:27 PM
To: David Wahba; John Addleman; Steve Zuckerman; Judy Mitchell; Susan Seamans;
FrackZ@ci.rolling-hills-estates.ca.us
Subject: Rolling Hills Country Club's Expansion and Community Enhancement Plan

Dear Mayor, City Council Members and Planning Director:

I am writing to you to express my thoughts and concerns supporting the future plans for Rolling Hills Country Club's Expansion and Community Enhancement Plan. With being a current resident for almost 25 years, I have been very happy with the local community and the development over the years. Additionally, I have been a member at Rolling Hills Country Club for over 12 years now and I have truly enjoyed my membership with the club. Being a part of both communities has been great for my family and I.

I know that transforming the Chandler Sand and Gravel Facility to pleasurable green space is obviously very beneficial to both the Community and the environment itself. This planned transformation will provide millions of dollars in fees to the City of Rolling Hills Estates and will continue to provide additional income to the city, from the Arnold Palmer Signature Golf Course. Finally, Rolling Hills Country Club has a long-standing relationship with the Community by supporting local jobs and by the continuous club facilities donations to the schools, police/fire services, hospitals and clergy. In light of these factors, how can there be any objection to this Plan?

Thank you for taking consideration of my thoughts and concerns.

Very Yours Truly,

Stevan R. Calvillo

149 Palos Verdes Blvd., Suite D
Redondo Beach, CA., 90277
310-373-4222 (Off)
310-508-3570 (cell)
scalvillo13@me.com

Niki Cutler

From: Hope Nolan
Sent: Tuesday, June 28, 2011 10:43 AM
To: Niki Cutler
Subject: FW: Rolling Hills Country Club

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: Beilke, Michele J. [mailto:MBeilke@ReedSmith.com]
Sent: Thursday, June 23, 2011 5:59 PM
To: David Wahba; John Addleman; Steve Zuckerman; Judy Mitchell; Susan Seamans; Frank Zerunyan
Subject: Rolling Hills Country Club

I am writing to provide my **support** for the expansion of the Rolling Hills Country Club. Not only will the expansion provide much needed revenue to the City and critical jobs, but it will also transform an unsightly quarry into a beautiful and lush green golf course. In addition, the Rolling Hills Country Club has provided wonderful support to our community by hosting the Dapplegray Fundraiser and scholarship opportunities for disadvantaged kids. The expansion is a wonderful project that is a win-win situation for the community and the Club.

Regards,

Michele J. Beilke
213.457.8074
mbeilke@reedsmith.com

Reed Smith LLP
355 South Grand Avenue
Suite 2900
Los Angeles, CA 90071
213.457.8000
Fax 213.457.8080

* * *

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* * *

7/1/2011

C-70

CITY COUNCIL
CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA

AGENDA

JUL 26 2011

ITEM NO. **8B1**

RESOLUTION NO. 2258

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT, AND ADOPTING FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING PROGRAM 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-ACRE SITE. 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, on behalf of Chandler Sand and Gravel and the Rolling Hills Country Club, 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, for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on approximately 228 acres; and

WHEREAS, an Initial Study was prepared by the City pursuant to the requirements of the California Environmental Quality Act (CEQA Public Resources Code sections 21000 and following) and the State CEQA Guidelines (Title 14 of the California Code of Regulations, sections 15000 and following). The Initial Study found that the project could potentially have a significant impact on the environment and, thus, an Environmental Impact Report (EIR) was prepared. A copy of the Initial Study is on file with the City Clerk of the City of Rolling Hills Estates and available for public inspection, and is included within the Final EIR for the project; and

WHEREAS, on the 10th day of January, 2008, a Notice of Preparation (NOP) that an EIR would be prepared for the project was issued. The NOP describes the project, its location, and its anticipated impacts sufficiently to permit a meaningful review and response. The NOP was available for public review from 10th day of January, 2008 through the 25th day of February 2008, and solicited comments regarding the scope and content of the EIR, the Initial Study, and the environmental information relevant to the project. A copy of the NOP, together with comments received, is part of the Final EIR; and

WHEREAS, on the 31st day of January, 2008, a public scoping meeting was held for the EIR; and

WHEREAS, a Notice of Completion/Notice of Availability of the Draft EIR (NOA) was issued on the 1st day of May, 2009. The NOA was published in the *Peninsula News* and a copy was posted in the Los Angeles County Clerk's Office on the 1st day of May, 2009. Copies of the NOA and the Draft EIR were distributed to the public agencies and other interested parties as shown on the distribution list included in the Draft EIR and attached to the NOA. Additionally, the Draft EIR was distributed to responsible and interested state agencies through the State Clearinghouse; State Clearinghouse No. 200811027; and

WHEREAS, the Draft EIR was made available for public review and comment pursuant to CEQA Guidelines Section 15087 on the 1st day of May, 2009. The public review period lasted from the 1st day of May, 2009 to the 30th day of June, 2009. Copies of the Draft EIR were made available for public review at the City of Rolling Hills Estates Planning Department and City Clerk's office, at the Peninsula Center Library and on the City's website; and

WHEREAS, a Notice of Completion/Notice of Availability of Recirculated Portions of the Draft EIR (NOA II) was issued on the 21st day of June, 2010. The NOA II was published in the *Peninsula News* and a copy was posted in the Los Angeles County Clerk's Office on the 18th day of June, 2010. Copies of the Recirculated Portions of the Draft EIR were made available for public review at the City of Rolling Hills Estates Planning Department and City Clerk's office, at the Peninsula Center Library and on the City's website; and

WHEREAS, the City responded in writing to comments on the Draft EIR and Recirculated Portions of the Draft EIR 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, the 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 regarding the Draft EIR and Recirculated Portions of the Draft EIR; and

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; and

WHEREAS, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project and certification of the project EIR to the City Council on the 4th day of April, 2011; and

WHEREAS, the Planning Commission also conducted a duly noticed public hearing on the 2nd day of May, 2011 to review the proposed Development Agreement. All interested parties were given full opportunity to be heard and to present evidence regarding the proposed Development Agreement; and

WHEREAS, upon giving the required notice the City Council conducted a Public Hearing on the 10th day of May, 2011, the 14th day of June, 2011 and the 26th day of July, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, regarding the project EIR and related approvals and entitlements, the Final EIR identifies the potential for significant impacts on the environment from implementation of the project, most of which can be substantially reduced through the EIR mitigation measures; therefore, approval of the project must include the Findings as set forth in *Exhibit A* attached herein and incorporated by reference; and

WHEREAS, certain significant impacts identified in the Final EIR cannot be lessened to a level of less than significant; therefore, approval of the project must include findings regarding project alternatives and the Statement of Overriding Considerations as set forth in *Exhibit B* attached herein and incorporated by reference; and

WHEREAS, the project's Mitigation Monitoring Program (MMP), as required by CEQA, is set forth as *Exhibit C* attached herein and incorporated by reference; and

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

SECTION 1. The City Council certifies with respect to the Final EIR as follows:

A. The Final EIR for this project consists of the Draft EIR, dated April, 2009, the Introduction to the Draft EIR, the Response to Comments for the Draft EIR, the Introduction to Recirculated Portions of the Draft EIR, the Recirculated Portions of the Draft EIR dated June, 2010, the Response to Comments on the Recirculated Portions of the Draft EIR, the Errata Sheet to the EIR for Public Services as revised, the Memorandums from the Traffic and Air Quality Consultants addressing the new information about LAUSD student distribution dated July 19, 2011, the Supplemental Traffic Analysis documenting changes from existing conditions dated June 7, 2011, the Response to Comments - Kunzman Associates, Inc. Peer Review of the Traffic Impact Report dated July 20, 2011, and the Memorandum from the Noise Consultant addressing the new information about LAUSD student distribution and the revised trip generation rates dated July 22, 2011.

B. Based on the evidence and oral and written testimony presented at the Public Hearings, and based on all the information contained in the Planning Department's files on the project, including but not limited to, the Final EIR for the project, and the Planning Commission and City Council's staff reports, the City Council certifies in accordance with State CEQA Guidelines Section 15090 that:

1. The Final EIR for the project was prepared in compliance with CEQA and the State CEQA Guidelines.

2. The Final EIR was presented to the City Council of the City of Rolling Hills Estates and that the City Council has reviewed and considered the information contained in the Final EIR prior to approving the project.

3. The Final EIR adequately describes the project, its environmental impacts, reasonable alternatives and appropriate mitigation measures.

4. The Final EIR reflects the independent judgment and analysis of the City Council of the City of Rolling Hills Estates.

SECTION 2. The City Council approves and adopts the following with respect to the project:

A. Findings pursuant to State CEQA Guidelines Sections 15091 and 15126.6, as set forth in *Exhibit A* to this Resolution and incorporated herein by reference.

B. A Statement of Overriding Considerations, as set forth in *Exhibit B* to this Resolution and incorporated herein by reference.

C. The Mitigation Monitoring Program (MMP), as set forth in *Exhibit C* to this Resolution and incorporated herein by reference.

SECTION 3. The Planning Director is directed to prepare, and file with the County Clerk for the County of Los Angeles and the Office of Planning and Research, a Notice of Determination as provided under Public Resources Code Section 21152 and State CEQA Guidelines Section 15094.

SECTION 4. The City Clerk is directed to certify to the adoption of this Resolution.

ADOPTED this 26th day of July, 2011.

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2258 was adopted by the City Council of the City of Rolling Hills Estates at a regular meeting held thereof on the 26th day of July, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DOUGLAS R. PRICHARD, CITY CLERK

**CITY OF ROLLING HILLS ESTATES
FINDINGS
CHANDLER RANCH/ROLLING HILLS COUNTRY CLUB
ENVIRONMENTAL IMPACT REPORT**

INTRODUCTION

The California Environmental Quality Act (CEQA) (California Public Resources Code, Division 13) requires that the environmental impacts of a project be examined and disclosed prior to approval of a project. Section 15091 of the Guidelines for the Implementation of CEQA (State CEQA Guidelines) provides the following guidance regarding findings:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
 - (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
 - (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
 - (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR."

Having received, reviewed, and considered the Final Environmental Impact Report (EIR) for the Chandler Ranch/Rolling Hills Country Club Project, as well as all other information in the record of proceedings on this matter, the Findings below regarding the Final EIR for the Chandler Ranch/Rolling Hills Country Club Project are hereby adopted by the City of Rolling Hills Estates for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the Chandler Ranch/Rolling Hills Country Club Project. These actions are collectively referred to herein as the "project".

LEGAL EFFECT OF FINDINGS

To the extent that these Findings conclude that various proposed mitigation measures outlined in the Final EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds itself to implement these measures. These Findings constitute a binding set of obligations that will come into effect when City decision makers formally approve the project. The mitigation measures are referenced in the Mitigation Monitoring Program (MMP) adopted concurrently with the requested project approvals.

LOCATION AND CUSTODIAN OF RECORDS

The documents and other materials which constitute the administrative record for the City's actions regarding the project are maintained by the City of Rolling Hills Estates' Planning

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EXHIBIT A
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Department and are located at Rolling Hills Estates City Hall, 4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274.

PROJECT SUMMARY

In brief summary, the project consists of redeveloping/reusing the Chandler's Palos Verdes Sand and Gravel facility and the adjacent Rolling Hills Country Club with the following:

- 114 single-family homes, 113 of which would be within a new residential community;
- A reconfigured/relocated 18-hole golf course;
- A new clubhouse complex that includes a 61,411-square feet (ft²) structure; and
- 3.9 acres set aside as natural open space.

The details of the proposed project are identified in Chapter 2 of the EIR, which describes the project's layout and circulation, residential uses, Country Club improvements, natural open space, utility and drainage improvements, construction activities, and changes in land use designations and jurisdictional boundary.

PROJECT ANALYSIS

The detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Chandler Ranch/Rolling Hills Country Club Project are presented in Chapter 3 of the EIR, as clarified/modified in the Recirculated Portions of the Draft EIR document and Chapter 8 of the Final EIR. Responses to comments received on the Draft EIR and the Recirculated Portions of the Draft EIR document are provided in Chapters 9, 10, and 11 of the EIR.

The EIR evaluates 15 major environmental categories for project specific and cumulative impacts with respect to potentially significant adverse impacts. The environmental categories analyzed include the following:

- | | |
|-----------------------------------|---------------------------------|
| ■ Aesthetics | ■ Mineral Resources |
| ■ Air Quality | ■ Noise |
| ■ Biological Resources | ■ Population and Housing |
| ■ Cultural Resources | ■ Public Services |
| ■ Geology/Soils | ■ Recreation and Open Space |
| ■ Hazards and Hazardous Materials | ■ Traffic and Circulation |
| ■ Hydrology and Water Quality | ■ Utilities and Service Systems |
| ■ Land Use and Planning | |

FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE ENVIRONMENTAL IMPACTS

As described in the EIR, the project will result in significant and unavoidable impacts. For these impacts the City Council hereby adopts the "Statement of Overriding Considerations" set forth in Exhibit A attached hereto and incorporated herein by reference. The Project's significant and unavoidable impacts identified in the EIR, along with the lead agency's finding for each impact and rationale for making such finding, are described below.

IMPACT AQ-1

Construction of the proposed project would generate criteria air pollutants, which would contribute to the regional ambient air quality conditions of the South Coast Air Basin. Before mitigation, project construction would generate NO_x, PM₁₀, and PM_{2.5} in excess of the South Coast Air Quality Management District's Mass Daily Thresholds. After mitigation, the project's construction NO_x emissions would be less than significant, however, project construction PM₁₀ and PM_{2.5} emissions would remain significant. This is a significant impact that cannot be mitigated.

Findings per State CEQA Guidelines Section 15091

- ☒ Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (Subd. [a][3]).

Rationale

The rationale for the above finding is set forth in Section 3.2 of the EIR and the Statement of Overriding Considerations in Exhibit A attached hereto. In summary, the amount of NO_x, PM₁₀, and PM_{2.5} generated by construction of the project will exceed the South Coast Air Quality Management District's (SCAQMD's) Mass Daily Thresholds. Mitigation measures are incorporated into the project to reduce this impact to the extent feasible. However, there are no feasible mitigation measures or alternatives available to reduce the project's emissions of NO_x, PM₁₀, and PM_{2.5} during construction to below the SCAQMD's Mass Daily Thresholds.

IMPACT AQ-2:

Construction of the proposed project would generate criteria air pollutants, which would affect localized air quality. PM₁₀ and PM_{2.5} emissions generated by project construction would exceed the South Coast Air Quality Management District's Screening Thresholds for Localized Significance, both before and after mitigation, and NO₂ emissions generated by project construction would exceed the District's Screening Thresholds before mitigation. Dispersion modeling indicates that the project's construction emissions would exceed the District's significance thresholds for localized concentrations of NO₂ (1-hour standard only), PM₁₀ (1-hour and annual standards), and PM_{2.5} (1-hour and annual standards). This is a significant impact that cannot be mitigated.

Findings per State CEQA Guidelines Section 15091

- ☒ Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (Subd. [a][3]).

Rationale

The rationale for the above finding is set forth in Section 3.2 of the EIR and the Statement of Overriding Considerations in Exhibit A attached hereto. In summary, the amount of NO₂, PM₁₀, and PM_{2.5} generated by construction of the project will exceed the SCAQMD's Localized Significance Thresholds. Mitigation measures are incorporated into the project to reduce this impact to the extent feasible. However, there are no feasible mitigation measures or

alternatives available to reduce the project's emissions of NO₂, PM₁₀, and PM_{2.5} during construction to below the SCAQMD's Localized Significance Thresholds.

IMPACT NOI-1

The proposed project involves construction activities, which could temporarily and periodically affect noise levels and impact existing nearby sensitive receptors and future onsite residents. This is a significant impact that cannot be mitigated to a less than significant level.

Findings per State CEQA Guidelines Section 15091

- ☒ Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (Subd. [a][3]).

Rationale

The rationale for the above finding is set forth in Section 3.10 of the EIR and the Statement of Overriding Considerations in Exhibit A attached hereto. In summary, project construction activities would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project; thus, affecting nearby sensitive receptors. Mitigation measures are incorporated into the project to reduce construction noise to the extent feasible. However, there are no feasible mitigation measures or alternatives available to reduce the project's construction noise to a level that is below the thresholds of significance.

IMPACT NOI-3

Operation and maintenance of the proposed reconstructed golf course and clubhouse would generate noise that could affect existing nearby residents. Clubhouse activity noise can be mitigated to a less than significant level. However, even after mitigation, nearby residents would be significantly impacted by noise generated by golf course maintenance. This is a significant impact that cannot be mitigated to a less than significant level.

Findings per State CEQA Guidelines Section 15091

- ☒ Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (Subd. [a][3]).

Rationale

The rationale for the above finding is set forth in Section 3.10 of the EIR and the Statement of Overriding Considerations in Exhibit A attached hereto. In summary, project operation and maintenance activities would result in substantial temporary and periodic increases in ambient noise levels in the project vicinity above levels existing without the project; thus, affecting nearby sensitive receptors. Mitigation measures are incorporated into the project to reduce operation and maintenance noise to the extent feasible. Such mitigation measures would reduce operation noises to a less than significant level. However, there are no feasible mitigation measures or alternatives available to reduce the project's golf course maintenance noise to a level that is below the thresholds of significance.

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IMPACT NOI-4

Future residents of the proposed development and patrons of the golf course and country club would be exposed to external and internal traffic noise and noise generated by activities onsite, including golf course maintenance and clubhouse events. Traffic-related noise and clubhouse activity noise can be mitigated to a less than significant level. However, even after mitigation, future onsite residents would be significantly impacted by noise generated by golf course maintenance. This is a significant impact that cannot be mitigated to a less than significant level.

Findings per State CEQA Guidelines Section 15091

- ☒ Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR (Subd. [a][3]).

Rationale

The rationale for the above finding is set forth in Section 3.10 of the EIR and the Statement of Overriding Considerations in Exhibit A attached hereto. In summary, future residents of the proposed development and patrons of the golf course and country club would be exposed to external and internal traffic noise and noise generated by activities onsite, including golf course maintenance and clubhouse events. Mitigation measures are incorporated into the project to reduce such noise exposure to the extent feasible; and such mitigation measures would reduce traffic-related noise and clubhouse activity noise to a less than significant level. However, there are no feasible mitigation measures or alternatives available to reduce the exposure of future onsite residents to noise from the golf course maintenance activities to a level that is below the thresholds of significance.

FINDINGS REGARDING POTENTIALLY SIGNIFICANT ENVIRONMENTAL IMPACTS THAT WOULD BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL WITH THE INCORPORATION OF MITIGATION MEASURES

As described in the EIR, the Project could result in significant impacts in addition to those described above; however, with the incorporation of the mitigation measures identified in the EIR those impacts would be avoided or reduced to a less-than-significant level. The Project's potentially significant impacts that are avoided or reduced to a less-than-significant level with the incorporation of mitigation measures, along with the lead agency's finding for each impact and rationale for making such finding, are described below.

IMPACT AES-1

The proposed project would alter views from surrounding areas, including views from Alta Loma Park, Palos Verdes Drive East, and surrounding neighborhoods by converting the exiting Chandler's facility into a residential development oriented around a golf course. Given the residential-scale of the project's proposed structures and the elimination of an aesthetically unpleasing land use, this impact is considered less than significant except for the proposed installation of retaining walls within the Palos Verdes Drive East viewshed. The aesthetic impact of such retaining walls is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.1 of the EIR. In summary, the proper landscaping and screening techniques, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.
- 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.
- 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.

IMPACT AES-2

The proposed project could adversely contrast with surrounding development because it introduces predominantly Mediterranean architecture and a large clubhouse building. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.1 of the EIR. In summary, proper design and construction of the proposed development, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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 measures is required only if the project's requested amendments to the C-R zone are not approved.
- 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.
- 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.
- 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.
- MM AES-8: Tree species proposed for placement around the project's tennis courts shall be evergreen, 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).
- 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.
- MM AES-10: All other requirements of the Rolling Hills Estates C-R and RPD Development Standards and the Neighborhood Compatibility Ordinance shall apply.

IMPACT AES-3

The proposed project could create a new source of substantial light or glare, adversely affecting day or nighttime views in the area. The proposed development does not include streetlights, but

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does include lighted tennis courts and lights for the country club parking lot. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.1 of the EIR. In summary, compliance with the City's Lighting Ordinance (Rolling Hills Estates Municipal Code §17.42), as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.
- MM AES-13: All other requirements of the Rolling Hills Estates standards for lighting shall apply.

IMPACT AES-4

The proposed project includes installing new utilities to serve the proposed development and, as such, has the potential to result in above ground electrical service boxes and utilities. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.1 of the EIR. In summary, avoiding the installation of overhead utility lines and restricting the installation of above ground utility cabinets, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- MM AES-14: The installation of new overhead utility lines is prohibited.
- 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.

IMPACT AQ-8

Construction and operation of the proposed project would generate greenhouse gases (GHG), which contribute to the cumulative impact of global climate change. Before mitigation, the total GHG emissions attributable to the project would exceed 3,000 metric tons of carbon dioxide equivalent (MTCO_{2e}) per year, which was identified as the residential and commercial screening threshold for GHG emissions in the preliminary (unadopted) October 2008 iteration of the SCAQMD Draft Guidance document for GHG analysis. This is a potentially significant but mitigable cumulative impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.2 of the EIR. In summary, conserving energy during construction, implementing energy efficiency building techniques and other green building practices, and purchasing carbon offsets would reduce this impact to a less than significant level. The following mitigation measures require the project to implement these techniques, practices, and offsets:

- 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)).
- 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.
- MM AQ-19:** All construction vehicles and equipment shall be properly tuned and maintained according to manufacturers' specifications.
- 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%.
- 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:
- 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 spaces;
- 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 MTCO₂e/yr. The total amount of carbon credits needed to meet this requirement is estimated to be approximately 13,000 MTCO₂e. 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.

IMPACT BIO-1

The project site has a low potential to support one federally threatened species, the coastal California gnatcatcher, and eight other special status species. If present onsite, construction of the proposed project could result in mortalities of individuals of these species and could degrade and/or eliminate the species' habitat onsite. This is a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.3 of the EIR. In summary, conducting the appropriate preconstruction surveys and implementing species protection measures, as required by the following mitigation measures, would reduce this impact to a less than significant level:

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 presence/absence of coastal California gnatcatchers in non-NCCP areas are as follows:

- 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 surveys.

If coastal California gnatcatchers are present, the following measures shall be implemented:

- 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.

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.

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.

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.

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.

IMPACT BIO-2A

The proposed project would result in the loss of 1.5 acres of remnant coastal sage scrub habitat that exists on the northern cliffs of the Chandler's quarry pit. The project would also marginally impact a patch of non-jurisdictional freshwater emergent vegetation along the site's southeastern boundary. Neither coastal sage scrub nor freshwater emergent vegetation is

considered a sensitive natural community. This impact is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.3 of the EIR. In summary, providing the appropriate replacement habitat onsite, as required by the following mitigation measures, would reduce this impact to a less than significant level:

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.

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.

IMPACT BIO-2B

The proposed project would impact 0.3444 acres of potentially jurisdictional waters of the State (0.0576 acres of channelized streambed and 0.2868 acres of riparian habitat). This is a potentially significant impact that can be mitigated to a less than significant level.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.3 of the EIR. In summary, complying with the Department of Fish and Game's requests for the project and providing the appropriate replacement habitat onsite, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.

IMPACT BIO-3

The proposed project would have no long-term impact on the movement of resident or migratory wildlife or wildlife nursery sites/breeding. However, construction of the proposed project could temporarily interfere with the movement of resident wildlife, could temporarily displace individuals, and could disrupt normal wildlife behavior and breeding. This is a potentially significant impact that can be mitigated to a less than significant level.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.3 of the EIR. In summary, avoiding and/or protecting active nests during the breeding season, as required by the following mitigation measure, would reduce this impact to a less than significant level:

- 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.

IMPACT BIO-4

If not properly designed, the proposed project has the potential to disregard the Rolling Hills Estates General Plan policies regarding re-establishment of native plants and habitat restoration. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.3 of the EIR. In summary, implementing an appropriate landscape plan for proposed open spaces and manufactured slopes, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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.

IMPACT CULT-1

The project has the potential to cause a substantial adverse change in the significance of a cultural resource because the project is located in a high cultural sensitivity area as defined by the Rolling Hills Estates General Plan and will result in grading in excess of 20 cubic yards of soil.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.4 of the EIR. In summary, implementing the appropriate preconstruction surveys and monitoring during construction, as required by the following mitigation measures, would reduce this impact to a less than significant level:

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 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.

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.

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.

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).

If any the 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.

MM CULT-2: A paleontological monitoring program shall be implemented 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.

IMPACT CULT-2

The project has the potential to cause a substantial change in the significance of an archaeological resource. Phase II cultural resource investigations of the site revealed that two mapped cultural resources sites within the project area are sensitive for archeological resources, CA-LAN-277 and CA-LAN-3583; and that one of these sites, CA-LAN-3583, has the potential to be a significant resource.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.4 of the EIR. In summary, implementing the appropriate preconstruction surveys and archaeological monitoring during construction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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 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.

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.

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.

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).

If any the 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.

IMPACT CULT-3

Grading and construction of the proposed project has the potential to destroy a paleontological resource, as the site was determined to be highly sensitive for paleontological resources.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.4 of the EIR. In summary, implementing the appropriate paleontological monitoring during construction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

- MM CULT-2: A paleontological monitoring program shall be implemented 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.

IMPACT CULT-4

The project has the potential to disturb human remains interred outside of formal cemeteries because there is one cultural resource site located within the project area that may have contained human remains.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.4 of the EIR. In summary, implementing the appropriate preconstruction surveys and archaeological monitoring during construction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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 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.

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.

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.

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).

If any the 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.

IMPACT GEO-1

Topography onsite consists of gradual to steep natural slopes on the existing golf course and a manmade quarry pit with very steep sloping sides. The stability of both the natural and manmade slopes onsite is a concern for the project as well as potential liquefaction and landslide hazards. Furthermore, the project involves reusing Chandler's inert landfill, which is continually being filled with imported earth materials. The stability of this inert landfill is also a concern for the project. This is a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.5 of the EIR. In summary, implementing the proper geotechnical engineering techniques, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.
- MM GEO-3: All development shall comply with the Seismic Hazards Overlay Zone requirements, including measures to reduce potential landslide hazards.

IMPACT HAZ-4

Abandoned Oil Wells: There are five abandoned oil wells on the project site. These wells (no longer active) were "prospecting" wells when first established on the Chandler and golf course properties. These wells pose a potential hazard to residents and golf course users if not properly abandoned and sealed.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.6 of the EIR. In summary, appropriate abandonment of the onsite oil wells, as required by the following mitigation measure, would reduce this impact to a less than significant level:

- 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.

IMPACT HYD-1

The proposed project could violate water quality standards or waste discharge requirements in either construction or operation phases, as well as cause excess erosion and siltation off-site, because both phases involve activities that could discharge material into receiving waters, exacerbating existing water quality issues. However, by complying with the existing regulatory schemes for controlling such discharges, and applying mitigation measures, these potentially significant impacts would be reduced to a less than significant level.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.7 of the EIR. In summary, compliance with the Clean Water Act and implementing the appropriate water quality and drainage improvements and procedures, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.
- 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.

- 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.
- 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 *California Stormwater BMP Handbook—New Development* or other reliable equivalent BMP source, subject to Public Works and Planning Director approval.
- 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.
- 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 ponds, 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.

MM HYD-8: All other requirements of the Rolling Hills Estates Stormwater and Urban Runoff Pollution Control Ordinance shall apply.

IMPACT HYD-2

The proposed project could deplete groundwater supplies or interfere with groundwater recharge, because the proposed project would fill the existing sand-and-gravel quarry pit that has functioned as a de facto infiltration basin over several decades. Although the exact volume of water entering one or more subterranean aquifers is unknown, it is reasonable to conclude that, without a replacement infiltration system, the proposed topographic changes would reduce the site's capacity to replenish local groundwater, if groundwater replenishment occurs now. Additionally, the proposed project includes a golf course, which would rely on an existing well for irrigation. These are significant but mitigable impacts.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.7 of the EIR. In summary, implementing the proposed drainage, retention, and infiltration facilities, as included in the project design and/or required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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 *California Stormwater BMP Handbook—New Development* or other reliable equivalent BMP source, subject to Public Works and Planning Director approval.
- 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.

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 ponds, 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.

IMPACT LU-2

The proposed project includes removing the project site (excluding residential lot #114) from the Horse ("H") Overlay Zone district, which identifies those areas where keeping of horses is permitted and where horse keeping areas are required to be preserved. This is a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.8 of the EIR. In summary, including an equestrian trail in the project, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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.

IMPACT LU-4

The City's Neighborhood Compatibility Ordinance requires that proposals for new residential construction in established neighborhoods respect the established pattern of development and reflect the City's rural character. The applicant is proposing to construct 114 homes in a clustered subdivision. The main design themes of these homes will be "Tuscan Farmhouse,"

"Rural Italian," and "Rustic Italian." These design themes do not generally conform with the more common rural/ranch-style home designs found in existing Rolling Hills Estates neighborhoods. This is a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.8 of the EIR. In summary, complying with the City's Neighborhood Compatibility Review process, as required by the following mitigation measure, would reduce this impact to a less than significant level:

- 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).

IMPACT PS-1

The proposed project would incrementally increase demands on the Los Angeles County Fire Department and would create new access roads/drives that would be traversed by Fire Department vehicles. The increase in onsite activity would not require new Fire Department personnel or equipment. However, improper design of project access points and roadways could adversely affect the Fire Department's ability to serve the proposed development. This is a potentially significant impact that can be mitigated to a less than significant level by complying with Fire Department standards and conditions.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.12 of the EIR. In summary, complying with the Fire Department's standards and conditions, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- MM PS-2: Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.
- MM PS-3: Fire Department access shall be extended to within 150 feet distance of any exterior portion of all structures.

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- 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.
- 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.
- 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.
- MM PS-7: Provide Fire Department or City approved street signs and building access numbers prior to occupancy.
- 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.
- 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.
- 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.
- 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.

- 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.
- MM PS-13: Streets or driveways within the development shall be provided with the following:
- 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.
- 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.
- 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.
- 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.
- 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.

IMPACT PS-3

The proposed project would be expected to generate students at the Palos Verdes Peninsula Unified School District. Though the school district is not operating above-capacity, the generation of additional students would increase the use of the schools in the district. This is considered a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.12 of the EIR. In summary, payment of the established school fee rate for new residential construction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

MM PS-18: Prior to issuance of a building permit, the applicant shall pay the established school fee rate for new residential construction.

IMPACT PS-4

The proposed project would be expected to generate additional patrons of the Palos Verdes Library District. This is considered a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.12 of the EIR. In summary, payment of the established library facilities fee rate for new residential construction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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.

IMPACT REC-1

The proposed project has the potential to affect the implementation of a "Proposed Trail" depicted on the "Equestrian Trails" exhibit of the Rolling Hills Estates General Plan. This is a significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.13 of the EIR. In summary, including an equestrian trail in the project, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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.

IMPACT REC-2

The proposed project would increase the population of Rolling Hills Estates and, as a result, could affect the City's resident to parkland ratio and cause a corresponding increase in the usage of parks and recreational facilities. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.13 of the EIR. In summary, ensuring that the recreational value of the proposed private park space meets the City's satisfaction, as required by the following mitigation measure, would reduce this impact to a less than significant level:

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.

IMPACT TRAF-1

The proposed project is expected to result in a net increase of 1,486 daily vehicle trips, including 66 trips during the AM peak hour and 220 trips during the PM peak hour. With cumulative growth and the project's trips distributed on the surrounding street system, all 12 investigated intersections would operate at an unacceptable level of service (LOS) in both the project build-out year (2013) and the Rolling Hills Estates General Plan build-out year (2025). Based on the respective thresholds of significance, the project's contribution to the following eight intersections is considered significant: PCH/Crenshaw Boulevard (under 2013 and 2025 conditions); PCH/Narbonne Avenue (under 2013 and 2025 conditions); PV Drive East/"A" Street (under 2013 and 2025 conditions); PV Drive East/Club View Lane (under 2013 conditions only); PV Drive East/Hawthorne Boulevard (under 2025 conditions only); PV Drive North/Crenshaw Boulevard (under 2013 and 2025 conditions); PV Drive North/Rolling Hills Road (under 2013 and 2025 conditions); and PV Drive North/Dapplegray School Road (under 2013 and 2025 conditions). The project's traffic impact is significant but mitigable to a less than significant level.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.14 of the EIR. In summary, funding/implementing the appropriate roadway/intersection improvements, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.

IMPACT TRAF-3

The project includes an access drive from PV Drive East and internal circulation, both of which require proper design/design modifications during final engineering to ensure safety. This impact is significant but mitigable.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.14 of the EIR. In summary, ensuring the proper design and construction of certain proposed roadway/intersection improvements, as required by the following mitigation measures, would reduce this impact to a less than significant level:

- 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.
- 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.

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.

IMPACT USS-1

The proposed project would generate solid waste from demolition and from use of the proposed homes and clubhouse. The project's potential increase in solid waste generation could impact landfill capacity. This is a potentially significant but mitigable impact.

Findings per State CEQA Guidelines Section 15091:

- ☒ Changes or alternatives have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect (Subd. [a][1]).

Rationale

The rationale for the above finding is set forth in Section 3.15 of the EIR. In summary, complying with the California Integrated Waste Management Act and implementing a Construction Demolition Materials Management Plan, as required by the following mitigation measure, would reduce this impact to a less than significant level:

- 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:
- 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.

FINDINGS REGARDING PROJECT ALTERNATIVES

In accordance with Section 15126.6 of State CEQA Guidelines, the EIR describes a reasonable range of alternatives to the project that could reduce environmental impacts of the project. The EIR has evaluated the comparative merits of these alternatives and rejected them in favor of the project as summarized below.

ALTERNATIVE 1: NO PROJECT

The No Project Alternative would avoid the significant construction air quality and noise impacts of the proposed project. However, by continuing the operation of the Chandler's sand and gravel facility, the No Project Alternative would cause significant long-term air quality impacts from the emission of criteria pollutants, which are significant impacts that would not be caused

by the project. In addition, the No Project Alternative would cause significant aesthetic and land use compatibility impacts related to maintaining an incompatible and aesthetically unpleasing land use (the Chandler's facility) adjacent to residential neighborhoods. Given the additional significant impacts the No Project Alternative would cause, the No Project Alternative is not considered environmentally superior to the project, even though the No Project Alternative does avoid the project's significant and unmitigable construction impacts.

In addition to not being environmentally superior to the project, the No Project Alternative would not meet the following basic project objectives:

- Termination of the Chandler inert landfill operation and other heavy industrial operations, by reclaiming the previous sand and gravel pit in order to establish the highest and best land uses on that portion of the project.
- Establish more compatible land uses for the existing adjacent residential neighborhoods that surround the project site.
- Preserve Rolling Hills Country Club (RHCC) as a private equity country club. RHCC currently leases about 2/3rds of the existing golf course from Chandler. The lease expires in July 2022 and RHCC has no renewal right.

Chandler and RHCC will terminate the existing ground lease and Chandler will transfer fee title on approximately 131 acres of land to RHCC for the new golf course and clubhouse upon receipt of acceptable project development entitlements.

- Provide RHCC with a new golf course based on modern design criteria.
- Provide RHCC with a new clubhouse that has safer vehicular and pedestrian access for members, guests, and employees.

The lead agency finds each of the aforementioned reasons to be sufficient basis to reject this alternative.

ALTERNATIVE 2: DEVELOPMENT CONSISTENT WITH EXISTING GENERAL PLAN DESIGNATIONS

Alternative 2 would not avoid any of the project's significant and unmitigable impacts and would not reduce any of the project's significant impacts to a less than significant level. In addition, Alternative 2 would provide less economical viability and would potentially impair the market and economic feasibility to accommodate development of the site. Alternative 2 would attain most of the basic project objectives, but would not avoid or substantially reduce the significant impacts of the project. The lead agency finds each of the aforementioned reasons to be sufficient basis to reject this alternative.

ALTERNATIVE 3: REDUCED-SCALE RESIDENTIAL DEVELOPMENT AND CLUBHOUSE (20% REDUCTION)

Alternative 3 would not avoid any of the project's significant and unmitigable impacts and would not reduce any of the project's significant impacts to a less than significant level. In addition, Alternative 3 would provide less economical viability and would potentially impair the market and economic feasibility to accommodate development of the site. Alternative 3 would attain most of the basic project objectives, but would not avoid or substantially reduce the significant impacts

of the project. The lead agency finds each of the aforementioned reasons to be sufficient basis to reject this alternative.

FINDINGS REGARDING THE MITIGATION MONITORING AND REPORTING PROGRAM

In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the City of Rolling Hills Estates makes the following additional findings:

- That a mitigation monitoring and reporting program shall be implemented for future development on the project site, as adopted by the lead agency;
- That through covenant and agreement, prior to the recordation of a final map, grading permit for the project, building permit for the project, and/or certificate of occupancy, the City of Rolling Hills Estates shall identify an appropriate licensed professional to provide certification that compliance with the required mitigation measures has occurred;
- Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include required mitigation measures/conditions; and
- That an accountable enforcement agency and monitoring agency shall be identified for mitigation measures/conditions adopted as part of the decision-maker's final determination.

STATEMENT OF OVERRIDING CONSIDERATIONS

Approval of the project will result in significant environmental effects that cannot be completely avoided even with the adoption of all feasible mitigation measures. The following statements of overriding considerations identify the City of Rolling Hills Estates' ("City") reasons for approving the project despite its significant and unavoidable environmental impacts. The City declares that any one of the reasons provided below would be sufficient to justify approval of the project. The substantial evidence demonstrating the benefits of the project are found in the preceding findings and in the documents found in the record of proceedings.

The City hereby declares that, pursuant to Public Resources Code § 21002 and State CEQA Guidelines § 15093, the City has balanced the benefits of the project against its unavoidable environmental impacts in determining whether to approve the project. The City chooses to approve the project despite its significant and unavoidable environmental effect because, in its view, the City finds that the benefits of the project outweigh its unavoidable adverse environmental impacts, and thereby make those impacts "acceptable."

The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential environmental impacts resulting from the project, and hereby binds itself to adopt the mitigation measures set forth in the Mitigation Monitoring Program.

The City hereby declares that to the extent any mitigation measures recommended in the EIR and/or proposed project could not be incorporated, such mitigation measures are infeasible because they would impose restrictions on the project that would prohibit the realization of specific economic, social, and other benefits that this City finds outweigh the unmitigated impacts. The City further finds that except for the project, all other alternatives set forth in the EIR are infeasible because they would prohibit the realization of project objectives and/or of specific economic, social and other benefits that the City finds outweigh any environmental benefits of the alternatives.

The City hereby declares that, having reduced the adverse significant environmental effects of the project to the extent feasible by adopting the proposed mitigation measures, having considered the entire administrative record on the project, and having weighed the benefits of the project against its unavoidable adverse impacts after mitigation, the City has determined that the following social, economic, environmental, and other benefits of the project outweigh the potential unavoidable adverse impacts and render those potential adverse environmental impacts acceptable based upon the following overriding considerations:

- The project would eliminate the significant long-term air quality impacts caused by the existing Chandler's Palos Verdes Sand and Gravel Facility.
- The project would eliminate the significant aesthetic impacts caused by the existing Chandler's Palos Verdes Sand and Gravel Facility.
- The existing Chandler's Palos Verdes Sand and Gravel Facility, a heavy industrial-type facility, is incompatible with the surrounding residential neighborhoods. The project would eliminate this significant land use impact.

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EXHIBIT B 1 OF 2

- The project would eliminate the significant noise impacts caused by the existing Chandler's Palos Verdes Sand and Gravel Facility.
- The project would eliminate the heavy truck trips associated with the Chandler's Palos Verdes Sand and Gravel Facility.
- The Rolling Hills Country Club currently leases approximately two-thirds of its golf course land from Chandler. The current lease expires in July 2022 and the Country Club has no renewal right. The project would result in the Country Club owning all of its golf course land and, thus, the project would preserve Rolling Hills Country Club as a private equity country club in the long-term.
- The project would increase the viability of the Rolling Hills Country Club by replacing the Club's existing functionally obsolete golf course and clubhouse with contemporary facilities.
- The project would provide for safer vehicular and pedestrian access for Rolling Hills Country Club members, guests, and employees.
- Build-out of the project would assist the City in meeting its regional housing needs as described in the City's Housing Element.

The City hereby declares that the foregoing benefits provided to the public through approval and implementation of the Chandler Ranch/Rolling Hills Country Club Project outweigh any significant adverse environmental impacts of the project and that each of the project benefits outweighs the adverse environmental effects identified in the EIR and, therefore, finds those impacts to be acceptable.

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.

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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
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 Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Initials
MM AES-4: All retaining walls that exceed 6 feet in height shall be Vcdura® 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 Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	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 Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	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 of 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 Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	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 Monitoring			Reporting		
Mitigation Measures	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 Monitoring			Reporting		
Mitigation Measures	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 (13CCCR2449(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 Monitoring			Reporting	
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<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> <ol style="list-style-type: none"> a. Limit vehicle activity to either of the following: <ol 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: <ol 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: <ol 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.	

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<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> <ol style="list-style-type: none"> Limit activity to either of the following: <ol style="list-style-type: none"> 357,176 horsepower-hours per month (hp-hr/mo.); or 18,251 gallons of diesel fuel consumed per month (gal/mo.). Install add-on controls and/or turnover older equipment by one of the following methods: <ol style="list-style-type: none"> All equipment shall have a Level 1 or better CARB verified diesel emission control device installed while operating on-site; or 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: <ol style="list-style-type: none"> 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 Overall PM emissions characteristics of 0.15 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.	

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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.		

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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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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.			

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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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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.		

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<ul style="list-style-type: none"> spaces; " 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. 					
<p>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 MTCO₂e/yr. The total amount of carbon credits needed to meet this requirement is estimated to be approximately 13,000 MTCO₂e. 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.</p>	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					
<p>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</p>	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		

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<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>					

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<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>	<p>Comments</p>
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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.	Surveys shall be conducted prior to any earth-moving or vegetation disturbing activities and monitoring shall be conducted during grading and construction	City of Rolling Hills Estates Planning Director	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. 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.			
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.	Prior to the issuance of building permits	City of Rolling Hills Estates Planning Staff	Planning Staff shall review landscape plans to ensure compliance with this requirement.			

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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 the 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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<p>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.</p>	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				
<p>MM CULT-1: A full-time archaeological monitor(s) and Native American/Gabrieliño-L'ongva 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</p>	<p>Pre-construction testing: prior to the issuance of a grading permit</p> <p>Monitoring: during</p>	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>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/Gabrielino-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), and for construction taking place during the rainy season, a Rain Event Action Plan "REAP" 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 REAP 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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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.	Prior to occupancy of either (1) the proposed clubhouse or (2) the fiftieth residence	City of Rolling Hills Estates Public Works and Planning Director	Public Works and the Planning Director shall ensure the applicant prepares a project-specific BMP maintenance manual, including as-built design details.		

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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 BMP's 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>MM HYD-8: All other requirements of the Rolling Hills Estates Stormwater and Urban Runoff Pollution Control Ordinance shall apply.</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>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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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
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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Mitigation Measures	Mitigation Monitoring				Reporting	
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
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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Mitigation Measures	Mitigation Monitoring			Reporting		
	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
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.	Prior to the issuance of a grading permit for the golf course and throughout the life of the project	City of Rolling Hills Estates Planning Staff	Planning Staff shall review and approve the Rolling Hills Country Club golf course maintenance plan/schedule to ensure compliance with this requirement.			
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.	When maintenance equipment is replaced or new equipment needs to be purchased	City of Rolling Hills Estates Planning Staff	Planning Staff shall ensure that the Rolling Hills Country Club golf course provides confirmation that any new maintenance equipment meets this requirement.			

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Mitigation Monitoring				Reporting		
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
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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Mitigation Monitoring Program**

Mitigation Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Initials
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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Mitigation Monitoring				Reporting		
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date	Initials
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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Mitigation Monitoring Program**

Mitigation Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date Initials
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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Mitigation Monitoring Program**

Mitigation Monitoring			Reporting		
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	Date Initials
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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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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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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Mitigation Monitoring			Reporting		
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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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Mitigation Monitoring			Reporting		
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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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Mitigation Measures	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-feet 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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Mitigation Monitoring		Reporting		
Mitigation Measures	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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Mitigation Monitoring				Reporting		
Mitigation Measures	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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Mitigation Monitoring				Reporting	
Mitigation Measures	Period of Implementation	Monitoring Responsibility	Monitoring Procedure	Comments	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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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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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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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.		

**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 "P" 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.		

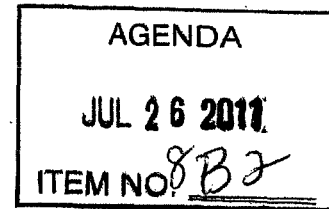
**City of Rolling Hills Estates
Chandler Ranch/Rolling Hills Country Club Project
Mitigation Monitoring Program**

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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CITY COUNCIL
CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA
RESOLUTION NO. 2259



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, AMENDING CERTAIN LAND USE DESIGNATIONS IN THE LAND USE ELEMENT OF THE GENERAL PLAN RELATED TO THE CHANDLER RANCH SUBDIVISION/ROLLING HILLS COUNTRY CLUB PROJECT, DELETING CERTAIN POLICIES RELATED TO SUCH PRIOR LAND USE DESIGNATIONS, AND AMENDING THE GENERAL PLAN EQUESTRIAN TRAILS MAP TO CONFORM TO THE PROJECT. 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, on behalf of Chandler Sand and Gravel and the Rolling Hills Country Club, 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, for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on approximately 228 acres (collectively the "project"); and

WHEREAS, General Plan Amendments are requested to change and reconfigure the land use designations in the Land Use Element of the General Plan for the project site area from Very Low Density Residential and Commercial Recreation as indicated in *Exhibit A* attached hereto and incorporated herein by reference to Low Density Residential and Commercial Recreation as indicated in *Exhibit B* attached hereto and incorporated herein by reference; and

WHEREAS, goals, policies and implementation measures for the "Quarry District" which relate to the project area are included in the Land Use Element of the General Plan on Pages 2-11 and 2-12, and further described on Pages 2-25 and 2-26; and

WHEREAS, two of the seven guidelines for Policy 5.2 for the "Quarry District" would no longer be applicable to the project area with approval of the proposed amendment to the General Plan land use designations; and

WHEREAS, Exhibit 6-1 (Equestrian Trails) of the General Plan, attached as *Exhibit C* and incorporated herein by reference, shows an equestrian trail along the existing City boundaries within and in the vicinity of the project; and

WHEREAS, the applicant is proposing to modify the equestrian trail within and in the vicinity of the project site as shown in *Exhibit D* attached herein and incorporated herein by reference; and

WHEREAS, upon giving the required notice the Planning Commission conducted a Public Hearing on the project 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, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project and certification of the project EIR to the City Council on the 4th day of April, 2011; and

WHEREAS, upon giving the required notice the City Council conducted a Public Hearing for the project on the 10th day of May, 2011, 14th day of June, 2011 and 26th day of July, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, under the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared for the project which indicates that the project will result in significant impacts on the environment as discussed in the Draft EIR and Recirculated Portions of the Draft EIR. The Final EIR inclusive of Findings, a Statement of Overriding Considerations and a Mitigation Monitoring Program identifying other potentially significant project impacts reduced to less than significant levels with Mitigation Measures was approved by the City Council pursuant to Resolution No. 2258;

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

SECTION 1. The above recitations are true and correct and are included in the findings of the City Council in this case.

SECTION 2. The City Council considered testimony, the environmental review, the Staff Reports, the applicable findings, and all oral and written evidence to approve these General Plan Amendments.

SECTION 3. For and based upon the foregoing reasons, information, and findings included in the Staff Report, minutes and other record of proceeding, the City Council of the City of Rolling Hills Estates hereby finds that the facts, documents, and minutes referenced herein constitute conditions sufficient to find that the General Plan Amendments are proper and in conformance with applicable law, including maintaining the internal consistency of the General Plan.

SECTION 4. The City Council does hereby approve amendments to the Land Use Element of the General Plan as indicated in *Exhibit B* attached hereto and incorporated herein by reference.

SECTION 5. The following policies related to the project area are deleted as they appear on Page 2-12 and 2-26 of the General Plan Land Use Element:

~~"The certified compacted portion of the quarry should be designated as Very Low Density Residential (zoned RAE-1 house/acre) with an "H" Overlay."~~

~~"The undeveloped portions of the landfill next to the water company property should be designated in such a way to promote affordable housing."~~

SECTION 6. Exhibit 6-1 (Equestrian Trails) of the General Plan is hereby modified to indicate an equestrian trail in the portions and vicinity of the project as depicted in *Exhibit D*, and those portions of the trail in the current Exhibit 6-1 that are not shown in the portions and vicinity of the project in *Exhibit D* are hereby removed. The Planning Department is directed to revise Exhibit 6-1 of the General Plan to conform with these amendments.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remainder of this resolution. The City Council hereby declares that it would have adopted this resolution, and each any every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof is declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution and shall keep a copy of same along with such other documents and records of proceedings as may be designated by the City Manager.

ADOPTED this 26th day of July, 2011.

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2259 was adopted by the City Council of the City of Rolling Hills Estates at a regular meeting held thereof on the 26th day of July, 2011, by the following vote:

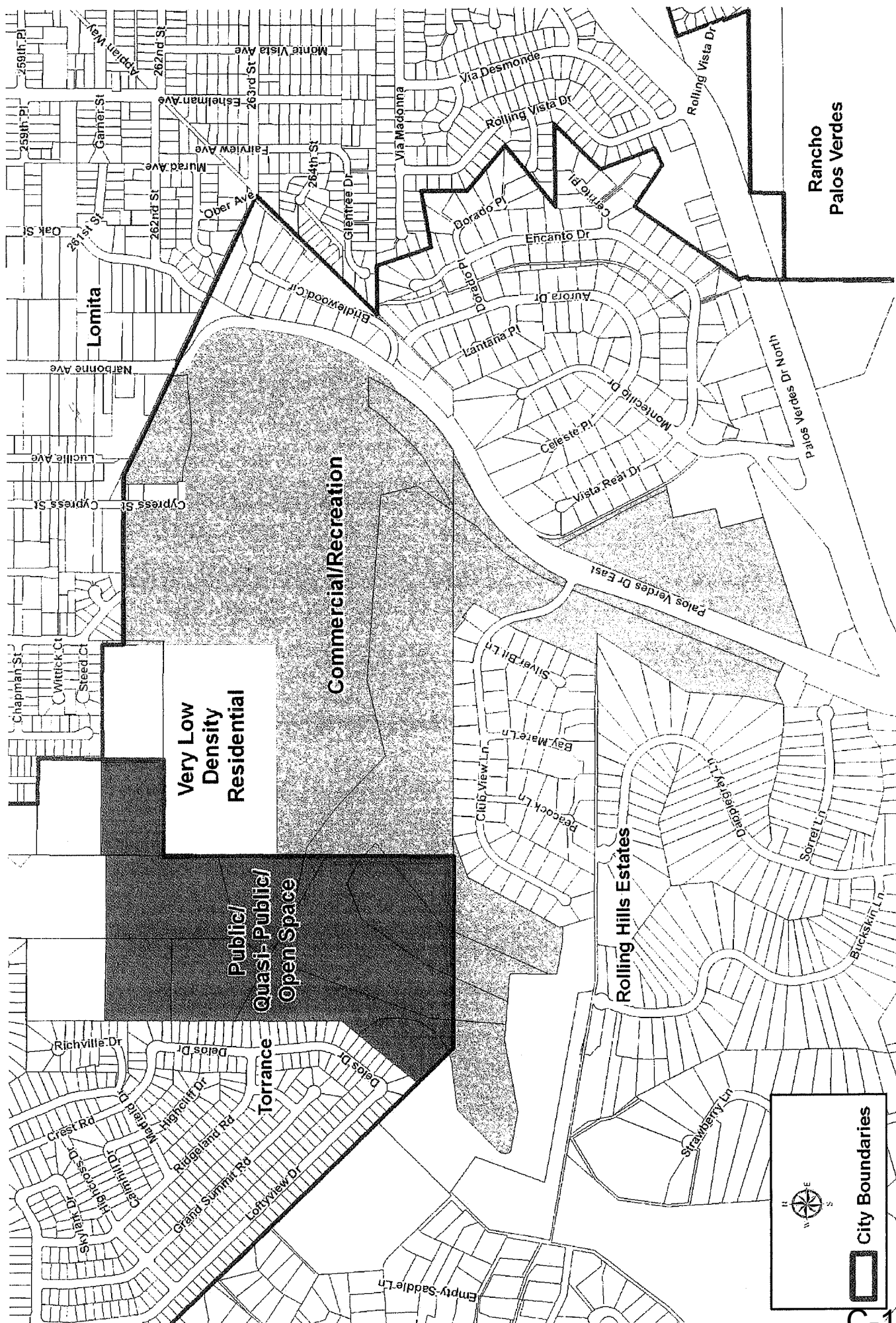
AYES:

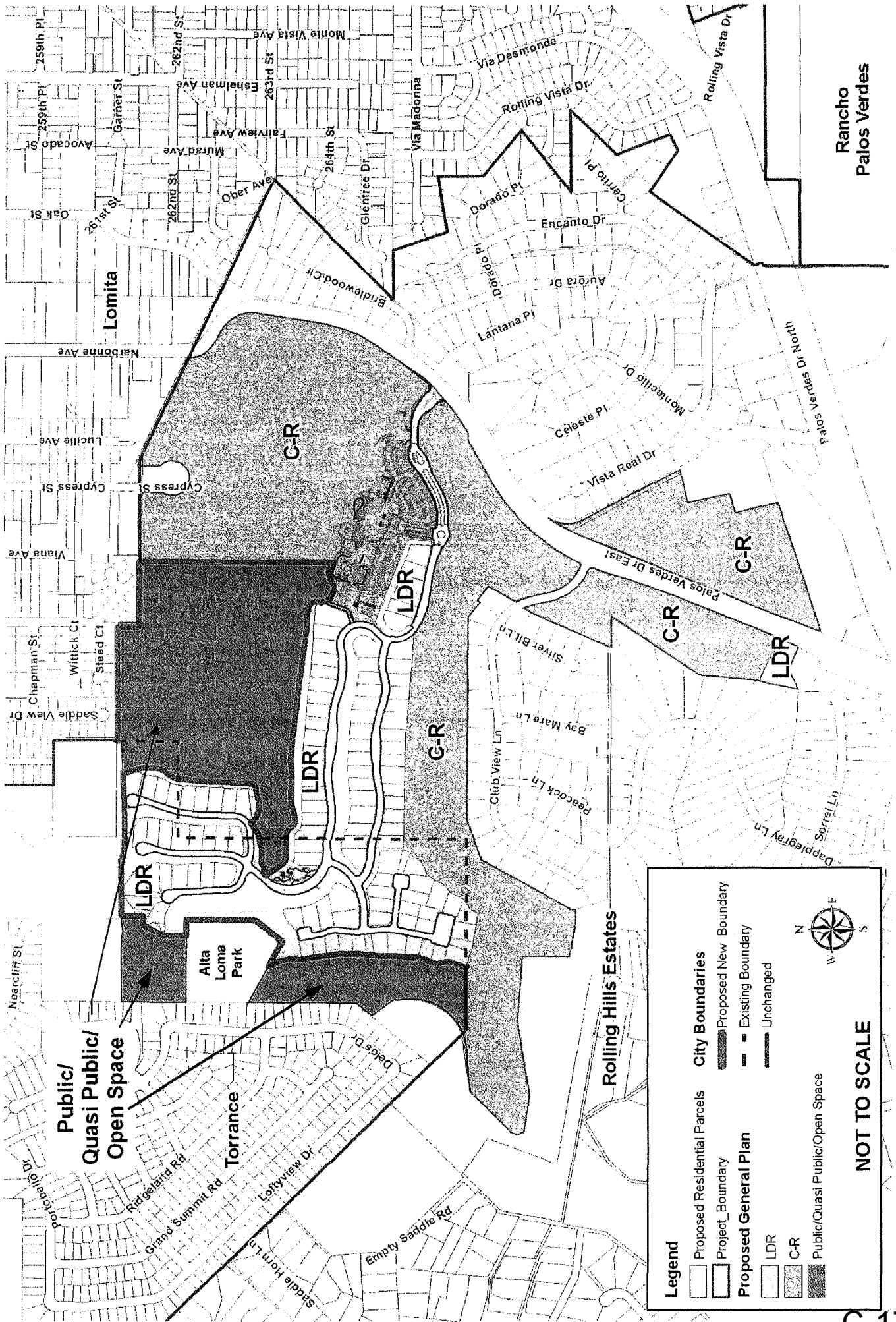
NOES:

ABSENT:

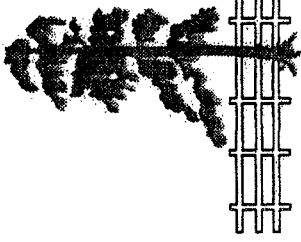
ABSTAIN:

DOUGLAS R. PRICHARD, CITY CLERK



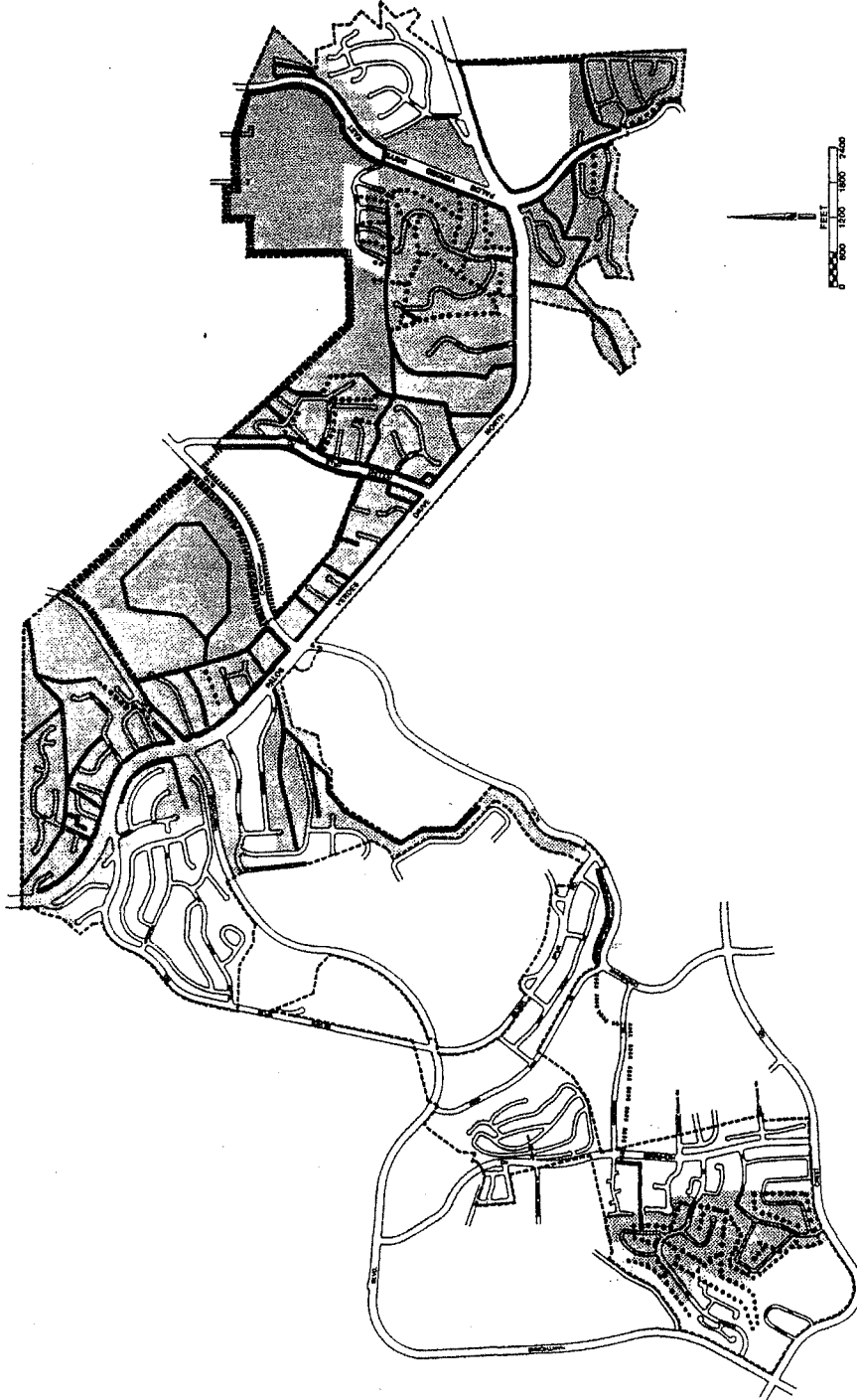


City of
Rolling Hills Estates



GENERAL PLAN

- EXISTING TRAILS
- CITY MAINTAINED
 - PRIVATE MAINTAINED
 - PROPOSED TRAILS
 - CITY BOUNDARY
 - HORSE OVERLAY ZONE

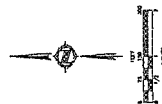
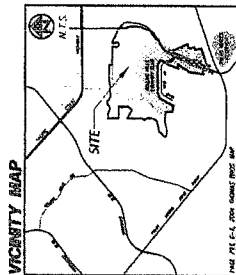


DEAN DAVID EVANS AND ASSOCIATES, INC.

EQUESTRIAN TRAILS

Exhibit 6-1

EXHIBIT C PAGE 1 OF 1



PREPARED FOR: PREPARED BY:

Chandler's Sand & Gravel
28311 Palos Verdes Drive
Rolling Hills, CA 90274



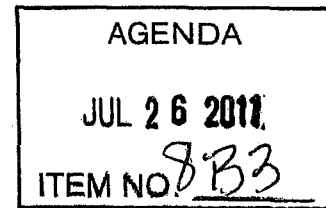
HUSSEY & ASSOCIATES
PLANNERS, ENGINEERS, ARCHITECTS
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.274.1100
Fax: 310.274.1101

**NEW
EQUESTRIAN TRAIL**

PROJECT: New Equestrian Trail DATE: Nov 16, 2010 11:20:00 AM FILE: P:\0000\NewEquestrianTrail\NewEquestrianTrail.dwg

EXHIBIT D Page 1 of 1

CITY COUNCIL
CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA
ORDINANCE NO. 678



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, AMENDING CERTAIN ZONING DESIGNATIONS OF THE CITY'S ZONING MAP RELATED TO THE CHANDLER RANCH SUBDIVISION/ROLLING HILLS COUNTRY CLUB PROJECT. 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, on behalf of Chandler Sand and Gravel and the Rolling Hills Country Club, 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, for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on approximately 228 acres (collectively, the "project"); and

WHEREAS, amendments to the City's Zoning Map are requested to change and reconfigure zoning designations for the project site area from Quarry (Q), Commercial Recreation (C-R), Agricultural (A), and Residential-Agricultural 20,000 (RA-20,000) as indicated in *Exhibit A* attached hereto and incorporated herein by reference to Residential Planned Development (RPD), Commercial Recreation (C-R), and Residential-Agricultural 20,000 (RA-20,000) as indicated in *Exhibit B* attached hereto and incorporated herein by reference; and

WHEREAS, upon giving the required notice the Planning Commission conducted a Public Hearing for the project 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, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project and certification of the project EIR to the City Council on the 4th day of April, 2011; and

WHEREAS, upon giving the required notice the City Council conducted a Public Hearing for the project on the 10th day of May, 2011, 14th day of June, 2011, 26th day of July, 2011, and XX day of XX, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, under the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared for the project, which indicates that the application will result in significant impacts on the environment as discussed in the Draft EIR and Recirculated Portions of the Draft EIR. The Final EIR inclusive of Findings, a Statement of Overriding Considerations and a Mitigation Monitoring Program identifying other potentially significant project impacts reduced to less than significant levels with Mitigation Measures was approved by the City Council pursuant to Resolution No. 2258; and

WHEREAS, the City Council has approved Resolution No. 2259, which amends the Land Use Element of the General Plan for the project site area from Very Low Density Residential and Commercial Recreation to Low Density Residential and Commercial Recreation and makes other conforming changes to the applicable policies for the project site area; and

WHEREAS, the proposed amendments to the City's Zoning Map are necessary to make the Map and Zoning Code consistent with these General Plan amendments;

NOW, THEREFORE, the City Council of the City of Rolling Hills Estates does hereby ordain as follows:

SECTION 1. The above recitations are true and correct and are included in the findings of the City Council in this case.

SECTION 2. The City Council considered testimony, the environmental review, the Staff Reports, the applicable findings, and all oral and written evidence to approve these Zoning Map amendments.

SECTION 3. For and based upon the foregoing reasons, information, and findings included in the Staff Report, minutes and other record of proceeding, the City Council of the City of Rolling Hills Estates hereby approves the proposed amendments to the City's Zoning Map as indicated in *Exhibit B* attached hereto and incorporated herein by reference.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each any every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof is declared invalid or unconstitutional.

SECTION 6. The City Clerk is directed to certify to the adoption of this ordinance and cause it to be published in the manner required by law.

ADOPTED this XXth day of XX, 2011.

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I, DOUGLAS R. PRICHARD, City Clerk of the City of Rolling Hills Estates, do hereby certify that the foregoing Ordinance No. 678 was introduced and placed upon its first reading at a regular meeting of the City Council on the 26th day of July, 2011, and was duly adopted and passed at a regular meeting of the City Council on the XX day of XX, 2011, by the following vote:

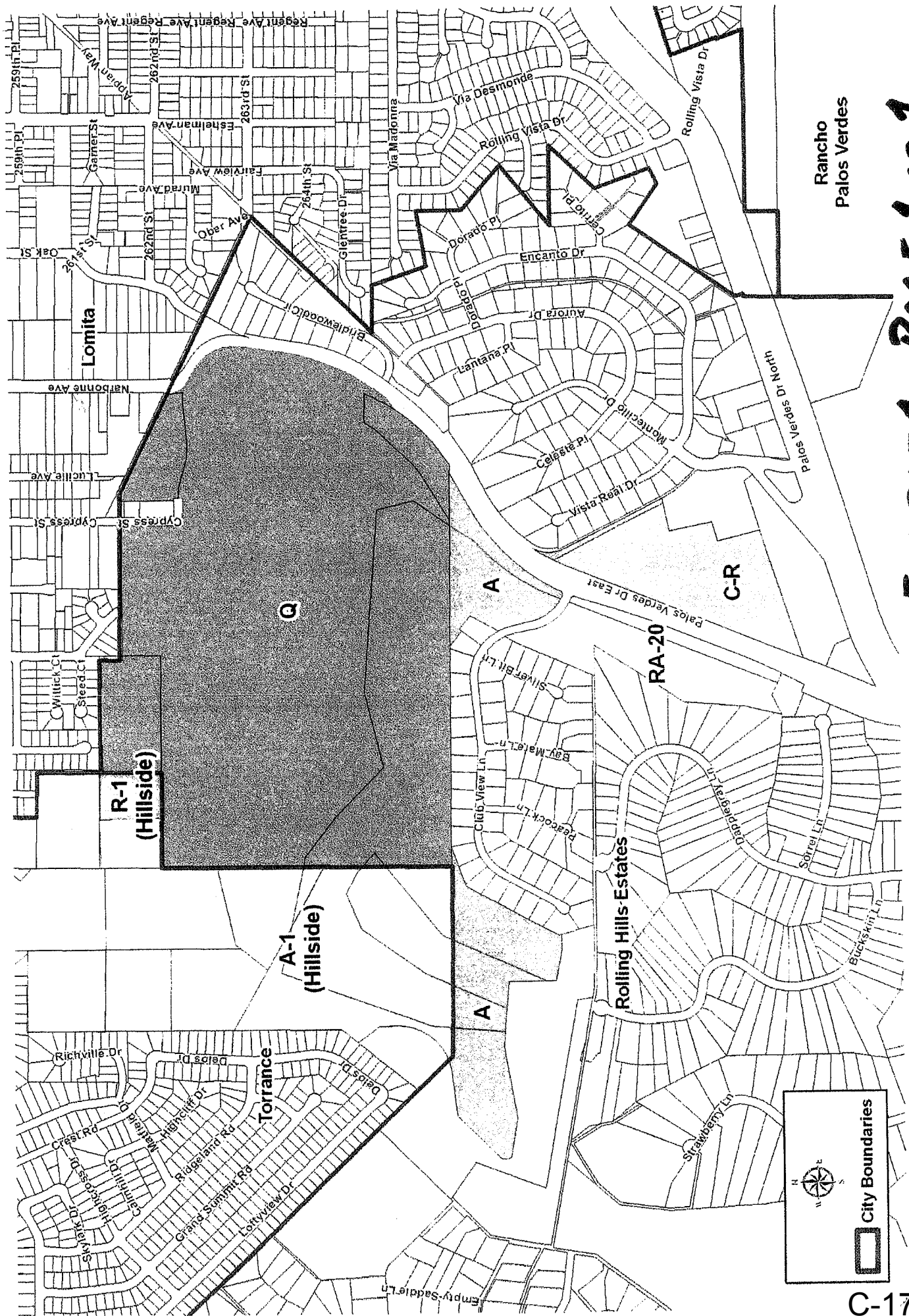
AYES:

NOES:

ABSENT:

ABSTAIN:

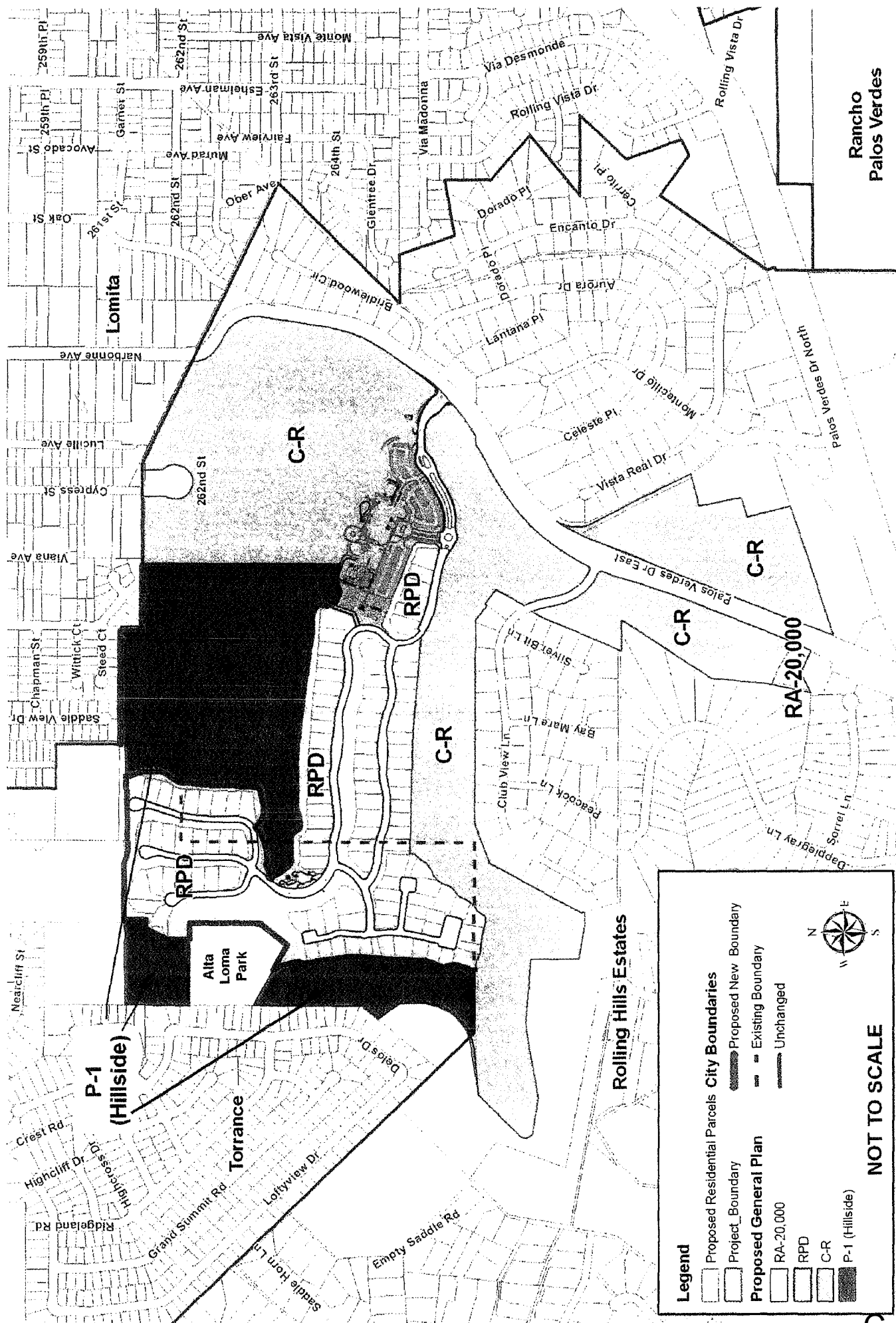
DOUGLAS R. PRICHARD, CITY CLERK



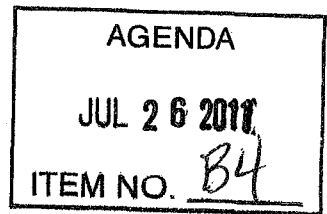
Rancho
Palos Verdes

EXHIBIT A PAGE 1 of 1

Rancho
Palos Verdes



CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA
ORDINANCE NO. 679



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, AMENDING SECTION 17.22.050(D) AND (E) OF CHAPTER 17.22 (COMMERCIAL RECREATION DISTRICT) OF TITLE 17 (ZONING) OF THE ROLLING HILLS ESTATES MUNICIPAL CODE RELATED TO MAXIMUM BUILDING COVERAGE AND MAXIMUM BUILDING OR STRUCTURE HEIGHT.

WHEREAS, Mr. Michael Cope filed an application known as PA-29-07 (Chandler Ranch Subdivision/Rolling Hills Country Club project) which, in part, requests an amendment to the maximum building coverage and maximum building or structure height; and

WHEREAS, Section 17.22.050(D) of the Commercial Recreation (C-R) District of the Rolling Hills Estates Municipal Code currently limits the lot coverage by buildings to 10%, and Section 17.22.050(E) limits building or structure height to 20' except that buildings or structures farther than 50' from any property line may be 35', or two stories in height; and

WHEREAS, the maximum building coverage of 10% in the C-R District is less than all other zoning districts in the City, and increasing the maximum building coverage to 20% in the C-R District would be consistent with the lot coverage permitted in the Institutional Zone; and

WHEREAS, the maximum building or structure height of 25' or 35' when located farther than 50' from a property line in the C-R District does not provide for modern game playing areas with spectator facilities, and increasing the maximum building or structure height to 44' would provide greater flexibility in design and would also be consistent with the maximum building or structure height in the City's Commercial General district; 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, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project and certification of the project EIR to the City Council on the 4th day of April, 2011; and

WHEREAS, upon giving the required notice the City Council conducted a Public Hearing on the 10th day of May, 2011, 14th day of June, 2011, 26th day of July, 2011, and XX day of XX, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, under the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared which indicates that the application will result in significant impacts on the environment as discussed in the Draft EIR and Recirculated Portions of the Draft EIR. The Final EIR inclusive of Findings, a Statement of Overriding Considerations and a Mitigation Monitoring Program identifying other potentially significant project impacts reduced to less than significant levels with Mitigation Measures was approved by the City Council pursuant to Resolution No. 2258; and

WHEREAS, General Plan Amendments related to PA-29-07 were approved pursuant to Resolution No. 2259; and

WHEREAS, the proposed zone text amendments to Section 17.22.050 of the Municipal Code in this Ordinance are consistent with the General Plan as amended.

NOW, THEREFORE, the City Council of the City of Rolling Hills Estates does hereby ordain as follows:

SECTION 1. Subsections (D) and (E) of Section 17.22.050 of Chapter 17.22 of Title 17 of the Rolling Hills Estates Municipal Code are amended to read as follows:

"D. The total lot coverage by buildings shall not exceed twenty percent (20%) of the total lot area of the lot on which the building is to be constructed."

"E. No building or structure shall have a height greater than forty-four feet (44'), not including underground parking."

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any persons or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each any every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk is directed to certify the adoption of this Ordinance and cause it to be published in accordance with law.

ADOPTED this XX day of XX, 2011

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I, DOUGLAS R. PRICHARD, City Clerk of the City of Rolling Hills Estates, do hereby certify that the foregoing Ordinance No. 679 was introduced and placed upon its first reading at a regular meeting of the City Council on the 26th day of July, 2011, and was duly adopted and passed at a regular meeting of the City Council on the XX day of XX, 2011, by the following vote:

AYES:

NOES:

ABSENT:

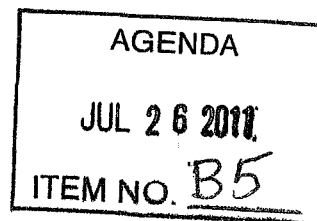
ABSTAIN:

I FURTHER CERTIFY that said Ordinance was thereon signed by the Mayor of the City of Rolling Hills Estates.

DOUGLAS R. PRICHARD, CITY CLERK

CITY COUNCIL
CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA

RESOLUTION NO. 2260



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, APPROVING VESTING TENTATIVE TRACT MAP NO. 61287, A GRADING PLAN, CONDITIONAL USE PERMITS, AND AN ANNEXATION/DEANNEXATION 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-ACRE SITE. 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, on behalf of Chandler Sand and Gravel and the Rolling Hills Country Club, 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 for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex on approximately 228-acres in accordance with the Rolling Hills Estates Municipal Code; and

WHEREAS, the project plans are attached as *Exhibit A* to this Resolution; 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, upon giving the required notice the Planning Commission conducted a Public Hearing on the 2nd day of May, 2011, to review the proposed Development Agreement. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, under Chapter 16.04 of the Rolling Hills Estates Municipal Code, the Planning Commission acts in an advisory capacity to the City Council, which body shall approve, conditionally approve, or deny such application; and

WHEREAS, the Planning Commission adopted Resolution No. PA-29-07 recommending approval of the project and certification of the project EIR to the City Council on the 4th day of April, 2011; and

WHEREAS, upon giving the required notice the City Council conducted a Public Hearing on the 10th day of May, 2011, 14th day of June, 2011 and the 26th day of July, 2011. All interested parties were given full opportunity to be heard and to present evidence; and

WHEREAS, prior to acting on this Resolution, the City Council adopted Resolution No. 2258, which certified the project's Final EIR, and adopted Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring Program for the project; and

WHEREAS, as a result of the studies and investigations made by the City Council and on its behalf, the oral and written testimony presented at the public hearings, the information contained in the Planning Department's files on the project, and the Final EIR for the project, the City Council finds as follows:

That the granting of the 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), which will mitigate project impacts. Furthermore, Ordinance No. 678 approves Zone Changes to provide for the proposed project zoning designations, and Ordinance No. 679 approves Zoning Text Amendments to amend Zoning Code Sections 17.22.050(D) and 17.22.050(E) of the C-R district related to maximum building coverage and maximum

building height and remove the Horse Overlay Designation from the residentially zoned portions of the project; and

That the granting of the application will not be contrary to the objectives of the General Plan because, with approval of the proposed General Plan Amendments as provided for in City Council Resolution No. 2259, the development is consistent with the General Plan's Goals and Policies; and

That the granting of the project Conditional Use Permits will not constitute the granting of a use variance within the meaning of California Government Code Section 65906 because the proposed uses are conditionally permitted pursuant to Rolling Hills Estates Municipal Code Section 17.18.020(B) for a Residential Planned Development (RPD) subdivision and Section 17.22.020(I)(1) for the golf course/clubhouse; and

That as provided under the California Environmental Quality Act (CEQA), the application will result in significant impacts on the environment as discussed in the Final EIR and as such a Statement of Overriding Considerations was reviewed and approved by the City Council pursuant to Resolution No. 2258. The other potentially significant project impacts will be reduced to less than significant levels with the Mitigation Measures imposed and set forth in the Mitigation Monitoring Program as approved by Resolution No. 2258.

WHEREAS, the City Council has made the findings as required in Section 66473.5 of the Government Code that this subdivision is consistent with the objectives, policies and land uses specified in the Rolling Hills Estates General Plan; and

WHEREAS, the City Council has found this proposed subdivision does not conflict with Subsections (a) through (g) of Government Code Section 66474; and

WHEREAS, the discharge of waste from the proposed subdivision into the city's sewer system will not result in a violation of any existing requirements of the Los Angeles Regional Water quality under Government Code Section 66474.6 with the implementation of the project's Conditions of Approval and Mitigation Monitoring Program.

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

SECTION 1. That the foregoing facts constitute conditions necessary to approve a Vesting Tentative Tract Map, Grading Plan, Conditional Use Permits, and an Annexation/Deannexation for the project subject to the following conditions which, unless otherwise stated, 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 the approved project plans attached as *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. That the applicant shall erect a 6' 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, except as provided for in the Statement of Overriding Considerations adopted pursuant to Resolution No. 2258.
14. That trash enclosures shall be architecturally compatible with the proposed construction shown in the project plans attached as *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, 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.
19. 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.
20. That 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).
21. That 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.
22. That contractors shall ensure that construction equipment is fitted with modern sound-reduction equipment.

23. That the applicant shall, to the extent feasible or as required by law, salvage and recycle demolition materials.
24. That, 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.
25. That 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.
26. That 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.
27. That 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.
28. That monumentation of tract map boundaries, street centerline and lot boundaries is required.
29. That the final tract map shall be filed with the County Recorder and one mylar copy of filed map shall be submitted to the City prior to issuance of building permits.
30. That approval for filing of this land division is contingent upon approval of plans and specifications mentioned below. If the required project improvements are not installed prior to the filing of the 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.
31. That 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.
32. That, 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.
33. That 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.
34. That 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.
35. That, during and after grading and construction of the tract improvements, the project shall limit the discharge of runoff from a capital storm event, Q_{50} storm flow, to the capacity of PD 77 downstream, approximately 242 cfs, to the Storm Drain in Pennsylvania. Currently a portion of this site west of Palos Verdes Drive East does not discharge runoff to down stream properties.
36. That the developer shall prepare a covenant, subject to City Engineer's approval, that defines the pre-construction drainage condition defined in Condition 35 and provide public notification that the HOA or individual home owners in the watershed are bound to maintain the limited capital storm discharge downstream.
37. That 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).
38. That 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.

39. That 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.
40. That drive approaches shall comply with the City of Rolling Hills Estates Highway Permit Ordinance. No driveway approach shall exceed 20' in width when serving a residential property and no more than 26' when serving a non-residential use.
41. That the developer shall construct wheelchair ramps per City standards at all intersections within the project where sidewalks must cross the curb, per the ADA.
42. That 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.
43. That the 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.
44. That the 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.
45. That 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 plan shall be constructed as part of the project, whether or not they are mitigation measures.
46. That 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.
47. That 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.
48. That all bridges on private streets shall be constructed to City standards and shall provide an accessible pedestrian path on at least one side.
49. That 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.
50. That 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.
51. That all traffic control devices and parking restrictions shall be approved by the City Traffic Engineer.
52. That the developer shall prepare street improvement plans for all work to be constructed within the public right-of-way.
53. That all travel lanes on private streets shall be at least 12' wide. Parking shall be prohibited on one or both sides of any street that does not provide a minimum 12' wide travel lane for one way streets, or a minimum of 20' for two-way streets.
54. That private streets shall be constructed with full height and/or rolled curbs and gutters.
55. That all cul-de-sacs shall be constructed with an outside travel lane radius of no less than 40' and an inside raised median radius no greater than 15'.
56. That the traffic circle at the clubhouse entrance driveway shall be constructed with an outside radius of no less than 45' and an inside raised median radius no greater than 15'. 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.

57. That the maximum street slope shall not exceed 15%. The traffic circle and all intersections shall not exceed 5% slope in any direction unless otherwise approved by the Public Works Director.
58. That the street intersection corner radii shall not be less than 25'.
59. That 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.
60. That 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.
61. That the developer shall provide and show turning templates for delivery trucks and fire equipment at the clubhouse.
62. That any reserved or designated customer, member and/or employee parking areas at the clubhouse shall be subject to the approval of the City.
63. That the minimum number of required parking spaces for the clubhouse facility must remain accessible at all times during normal business hours.
64. That parking on private streets shall not be reserved for particular individual, group or use.
65. That a reciprocal access agreement, approved as to form and content by the City Attorney, 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.
66. That 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' of Palos Verdes Drive East.
67. That the developer shall provide and identify dedicated loading area for the clubhouse and golf course maintenance facility on site plan.
68. That an equestrian/multi-use path with white three-rail fencing shall be constructed along the west side of Palos Verdes Drive East 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, multi-use path and any associated landscaping installed in the public right-of-way adjacent to the trail.
69. That 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.
70. That no surface pedestrian or golf cart crossings shall be allowed on Palos Verdes Drive East.
71. That the existing country club parking lot(s) on Palos Verdes Drive East shall be reconstructed to current City standards.
72. That all parking spaces adjacent to an obstruction, except columns, must be at least 1' wider than a standard space (9'+1'=10'). Show dimensions of all end stalls adjacent to walls or obstructions.

73. That at least 3' 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.
74. That all two-way driveways and aisles adjacent to a wall or obstruction must be at least 25' wide.
75. That wheel stops or 6" high curb shall be provided for parking spaces as determined by City Traffic Engineer.
76. That 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.
77. That staircases and doors shall not exit directly onto a vehicle aisle or street without a protected landing.
78. That slopes and transitions for all vehicle ramps, driveways and private streets shall be 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.
79. That parking stall cross-slope shall not exceed 5%.
80. That all gates, entrances and private streets shall comply with Fire Department requirements for turning radii and access.
81. That, to reduce the potential and severity of run-off-road type vehicle collisions, minimum 6" 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%,
 - b. Horizontal curves less than 300' in radius,
 - c. Adjacent to side slopes greater than 2:1 ratio (H:V),
 - d. Adjacent to a sidewalk, or
 - e. Within 15' of a wall, building or structure.
82. 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.
83. That 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.
84. That easements may be required and shall be subject to review by the City Engineer to determine the final locations and requirements.
85. That power, telephone and cable television service shall be underground.
86. That any utilities that are in conflict with the development shall be relocated and may be required to be undergrounded at the developer's expense.
87. That 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.
88. That 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.

89. That 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.
90. That, 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.
91. That this project is a priority project as defined by City ordinance and under the Los Angeles County Municipal Stormwater Permit.¹ 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 (TMDLs), 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, and potentially a Metals TMDL, if it is effective as noted above.
92. That the project shall implement 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 BMPs within the project site. 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.
93. That, 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.
94. That all tennis court lighting at the golfcourse clubhouse facility shall be shut off by 10:00 P.M. every night or when the courts are no longer scheduled for use on any evening.
95. That review and approval of the City Manager shall be required for any golfcourse clubhouse facility event anticipated to occur after 12:00 A.M. A request for such an event shall be submitted to the City Manager for review and approval at least ten days prior to the date of the event.
96. That, 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 Municipal Code.
97. That 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).

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.

98. That, 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:
- a. Incorporate 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.
99. That, prior to the issuance of building permits, the applicant shall present the proposed architectural design for the clubhouse to the Planning Commission in conjunction with review of Neighborhood Compatibility for the homes to ensure that the clubhouse and homes are compatible.
100. That 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.
101. That the 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.
102. That 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. These easements 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 easements shall substantially conform with that of the approved streets which are shown on *Exhibit A*.
103. That the proposed zoning changes and General Plan amendments shall preserve the H Overlay designation for the entire project area, except that the H Overlay designation shall 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.
104. That the City Traffic Engineers of the Cities of Rolling Hills Estates and Lomita shall consider the approach between Narbonne Avenue and Palos Verdes Drive East to address potential improvements to banking of inbound and outbound road segments in the public right-of-way with the cost of improvements borne by the applicant.
105. That, if the infiltration system identified in the project Environmental Impact Report is determined to be infeasible, then further review and approval shall be required.
106. That 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.
107. That the Homeowner's Association will adopt the City's Municipal Code Section 10.24.090 restricting all night on-street of vehicles, Section 10.24.130 restricting the on-street parking of vehicles for more than 72 hours, and other codes as set forth in the California Vehicle Code as they may relate to private streets.
108. That the applicant must comply with all the terms and conditions of the project Development Agreement approved by Ordinance No. 680.
109. That, prior to zone clearance of the project homes, the applicant shall submit an application requesting that the City remove the Horse Overlay designation and zone from the RPD-designated portions of the project site in the General Plan and on the City's Zoning Map.

SECTION 2. If any section, subsection, subdivision, sentence, clause, or portion of this resolution, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The Planning Commission hereby declares that it would have adopted this resolution, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause the same to be published in accordance with law.

ADOPTED this 26th day of July, 2011.

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I HEREBY CERTIFY that the foregoing Resolution No. 2260 was adopted by the City Council of the City of Rolling Hills Estates at a regular meeting held thereof on the 26th day of July, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

DOUGLAS R. PRICHARD, CITY CLERK

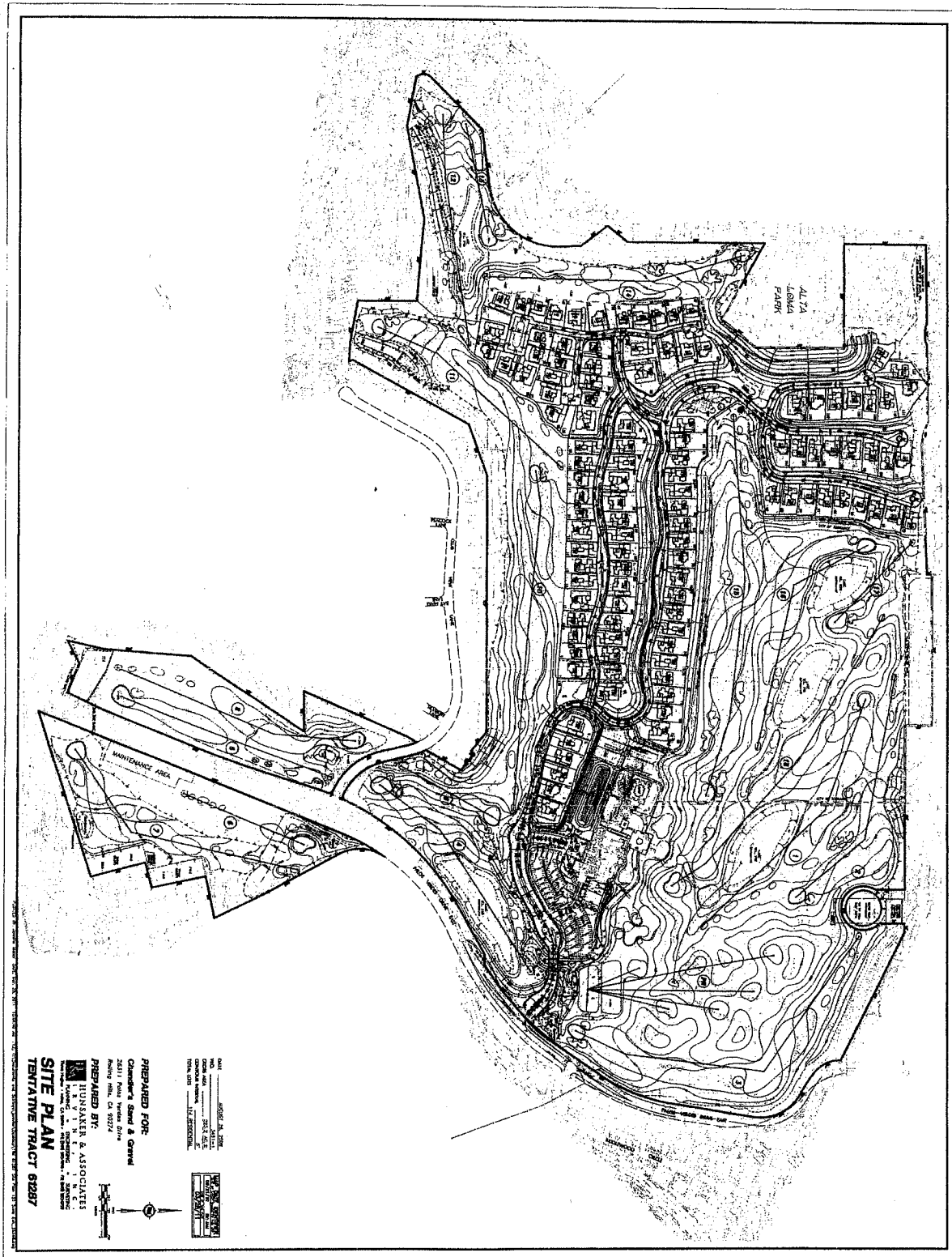


EXHIBIT A
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ROLLING HILLS COUNTRY CLUB

ROLLING HILLS ESTATES, CALIFORNIA

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

Project
Rolling Hills Country Club - Clubhouse

Owner
Rolling Hills Country Club
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
Fax: (562) 436-1235
Contact: Mr. Robert J. Johnson

Civil
Alleviers Associates, Inc.
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
Fax: (562) 436-1235
Contact: Mr. Robert J. Johnson

Landscape
Landscape Architecture
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
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Contact: Mr. Robert J. Johnson

Structural
Structural Engineering
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
Fax: (562) 436-1235
Contact: Mr. Robert J. Johnson

Mechanical / Plumbing
Mechanical Engineering
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
Fax: (562) 436-1235
Contact: Mr. Robert J. Johnson

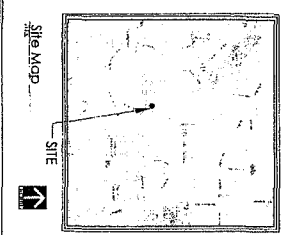
Electrical / Lighting
Electrical Engineering
10000 Rolling Hills Drive
Rolling Hills Estates, CA 90744
Tel: (562) 436-1234
Fax: (562) 436-1235
Contact: Mr. Robert J. Johnson

Project Location

Legend

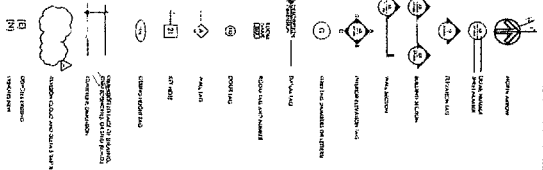
Revisions

Abbreviations



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Rolling Hills Country Club
Rolling Hills Estates, California

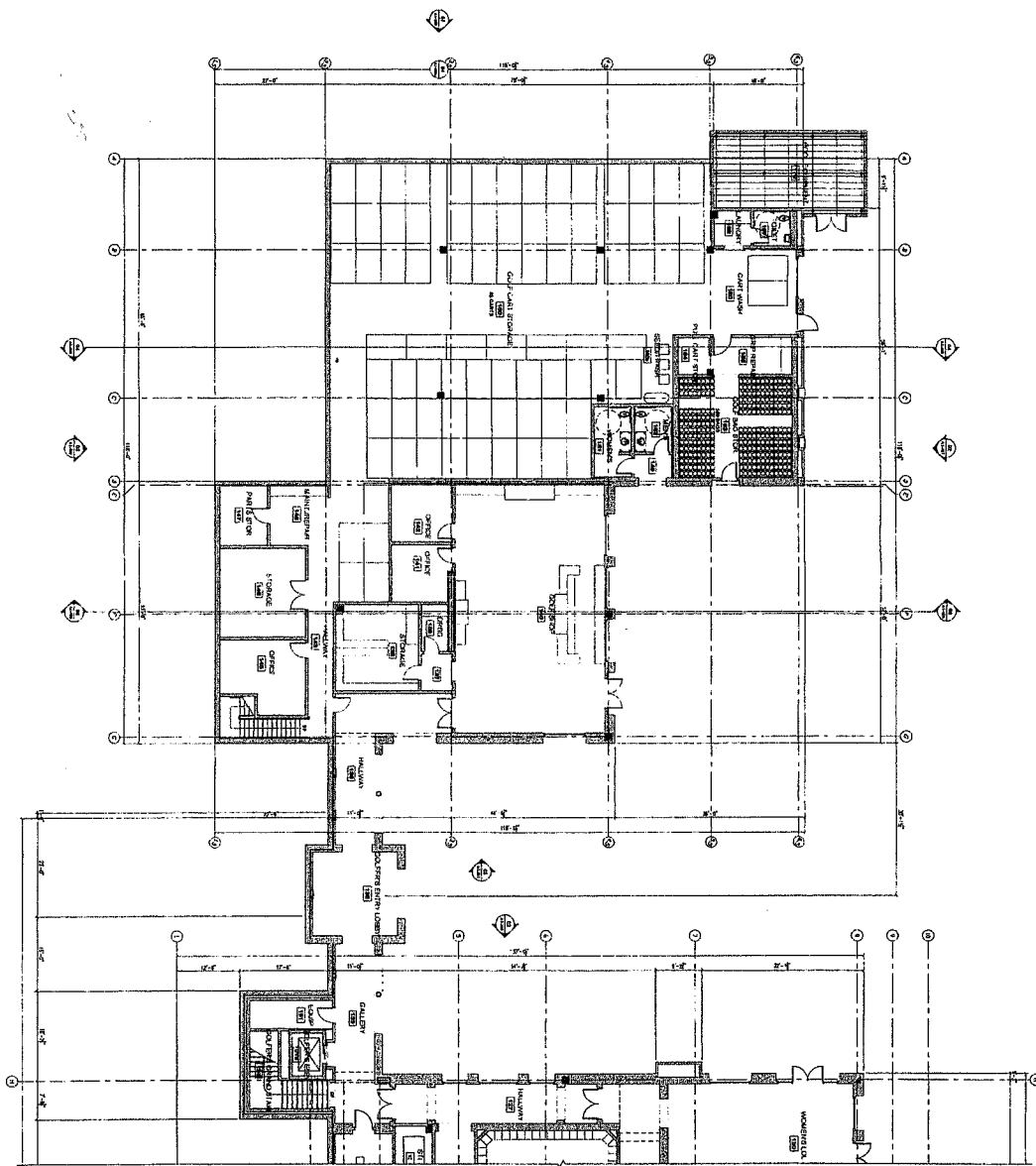
ALLEVIER ASSOCIATES
ARCHITECTS

10000 ROLLING HILLS DRIVE
ROLLING HILLS ESTATES, CALIFORNIA 90744
TEL: (562) 436-1234
FAX: (562) 436-1235
WWW.ALLEVIERASSOCIATES.COM

14 NOVEMBER 2007
PROJECT NO. A1-001

14 NOVEMBER 2007
PROJECT NO. A1-001

EXHIBIT A
PAGE 2 OF 12



ALTEVER
ASSOCIATES
ARCHITECTURE-PLANNING

ADDENDUM, PAGE 240

WRI UNIVERSITY CENTER LANE
SALA DESEO, CALIFORNIA 93221

TEL 805 835 8777
FAX 805 326 1781

MEMBER
AMERICAN INSTITUTE
OF ARCHITECTS

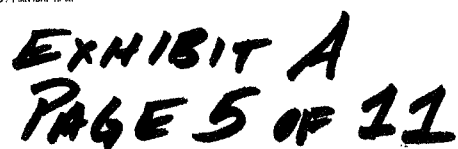
Rolling Hills
Country Club
Rolling Hills Estates, California

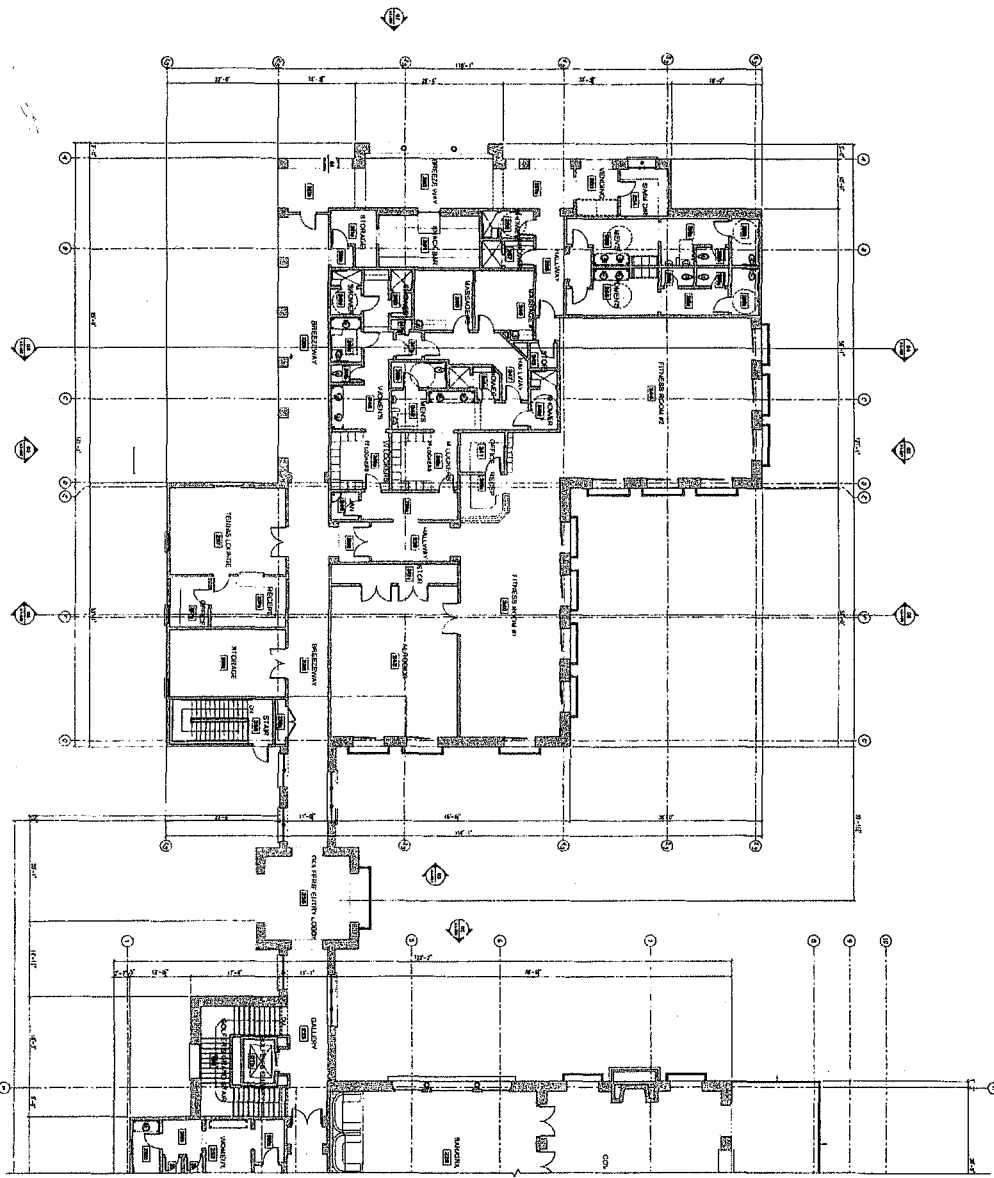
KEY PLAN

SCHEMATIC DESIGN

ROOMS: 124
 OFFICE: 14
 KITCHEN: 30
 BATHING: 12
 GOLF CLUBHOUSE: 1
 LOWER LEVEL: 1
 FLOOR PLAN: 1
 AREA: 1

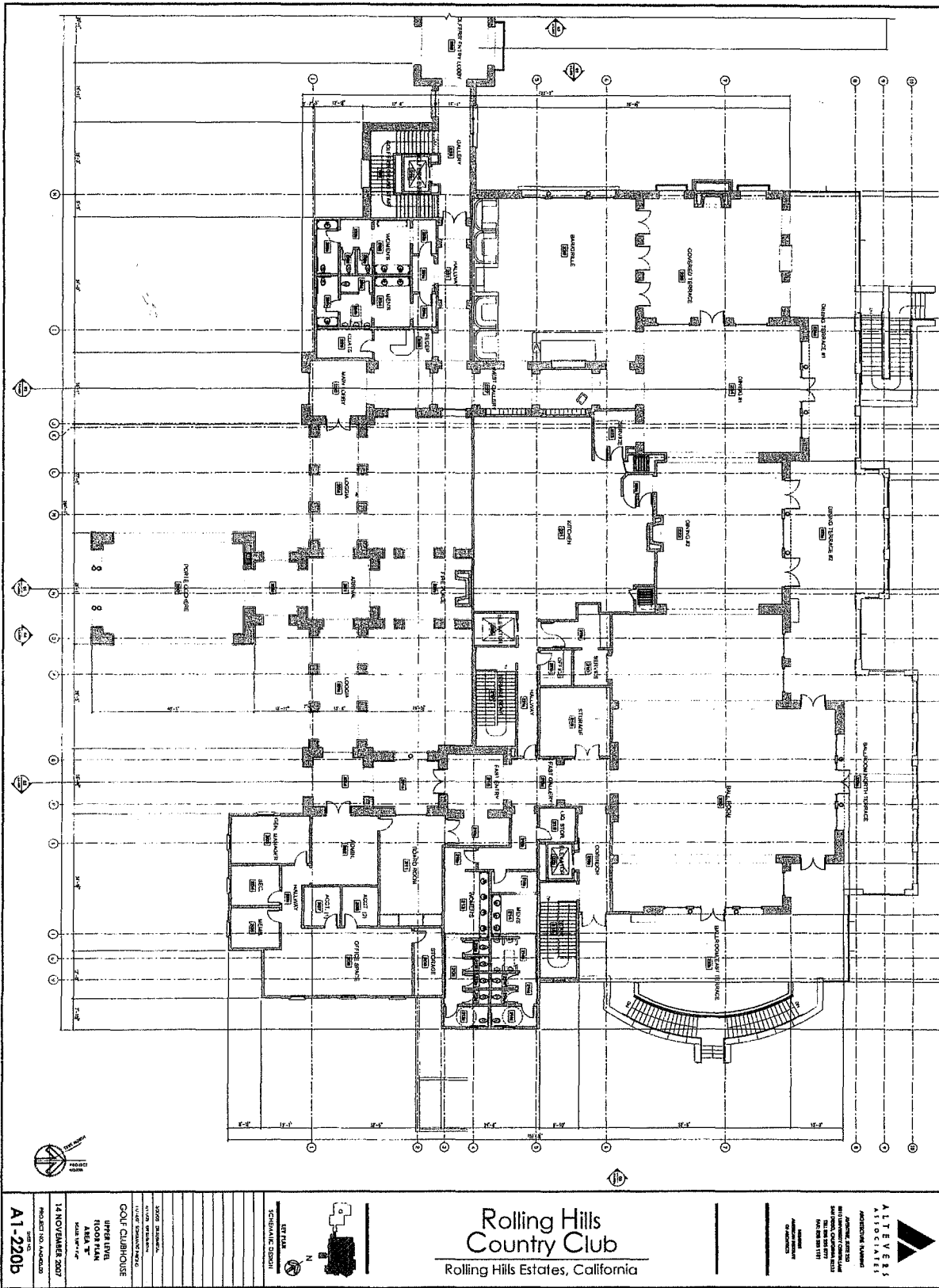
PC-AID 1/PC-104
14 NOVEMBER 2001
PROJECT NO. AA603-09
BATCH:
A1-2100





		<p>Rolling Hills Country Club Rolling Hills Estates, California</p>	
<p>ARCHITECT ALTEVEERS ASSOCIATES 11000 Wilshire Blvd., Suite 1000 Beverly Hills, California 90210 Tel: 310.274.1111 Fax: 310.274.1112</p>		<p>DATE 14 NOVEMBER 2007</p>	
<p>PROJECT NO. A1-220a</p>		<p>PROJECT NO. A1-220a</p>	

EXHIBIT A
PAGE 6 OF 11



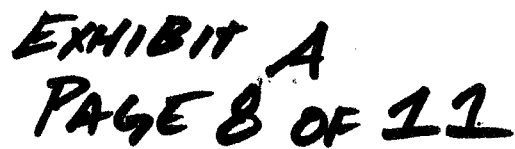
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Rolling Hills Estates, California

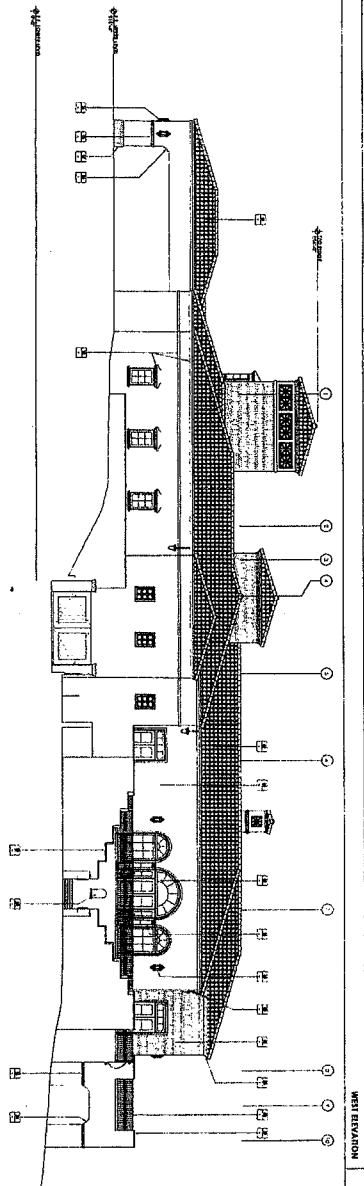
ALTERVEX ASSOCIATES
ARCHITECTS

14 NOVEMBER 2007
PROJECT NO. A1-220b

ARCHITECTS
14 NOVEMBER 2007
PROJECT NO. A1-220b

EXHIBIT A
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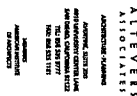




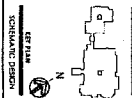
EAST ELEVATION

03

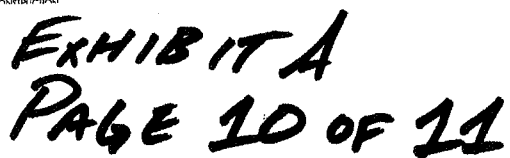
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Rolling Hills
Country Club
Rolling Hills Estates, California



GOLF CLUBHOUSE
EXTERIOR
ELEVATIONS
SCALE 1/8" = 1'-0"
14 NOVEMBER 2007
PROJECT NO. A440000
A1-500a
BATH-00



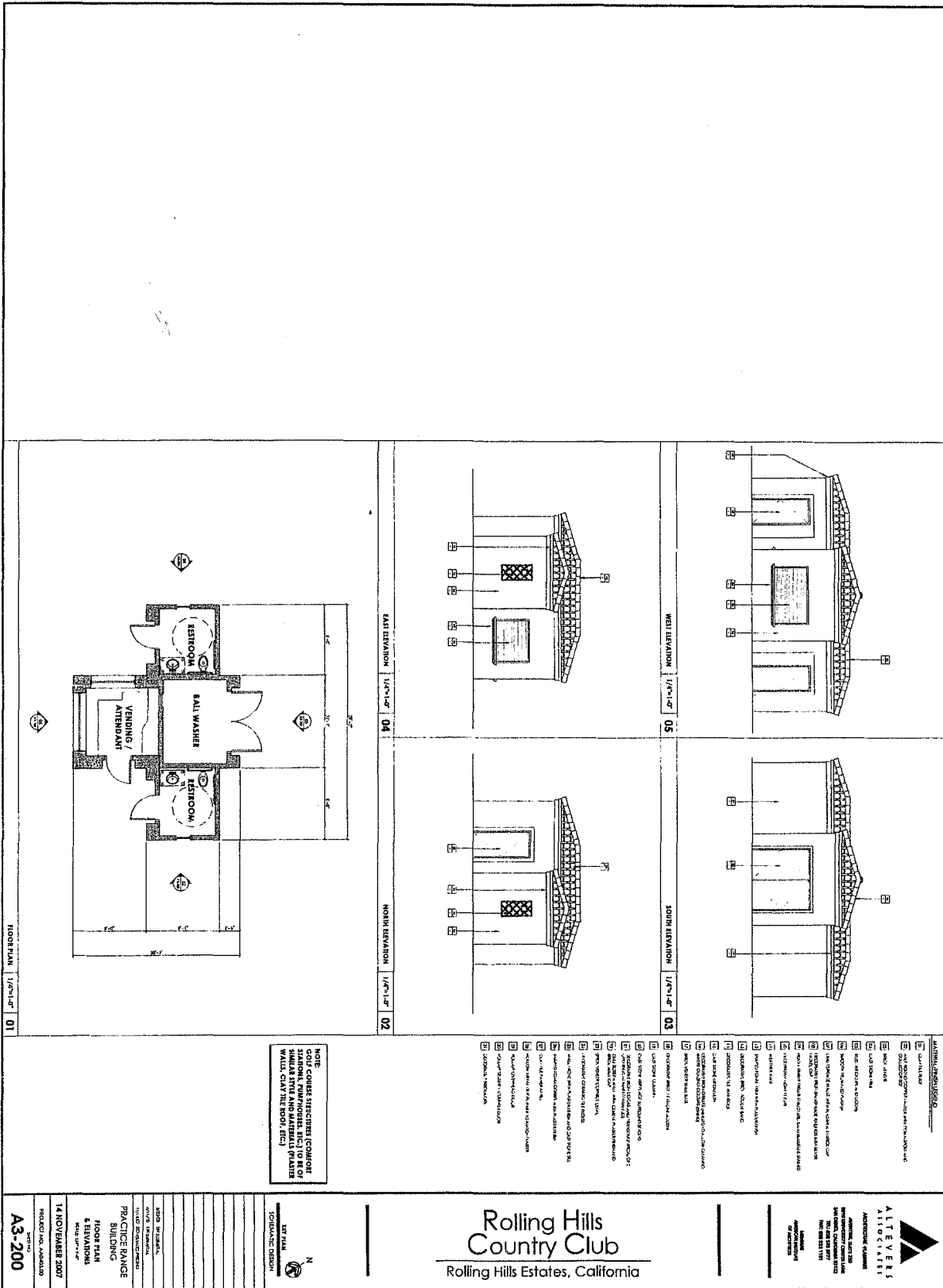
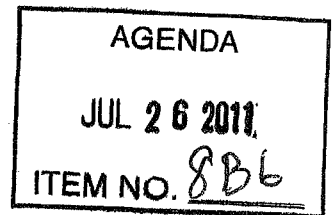


EXHIBIT A
PAGE 11 OF 11

CITY OF ROLLING HILLS ESTATES
LOS ANGELES COUNTY, CALIFORNIA
ORDINANCE NO. 680



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS ESTATES, ADOPTING A DEVELOPMENT AGREEMENT 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-ACRE SITE LOCATED AT 26311 AND 27000 PALOS VERDES DRIVE EAST.

WHEREAS, Chandler Ranch Properties LLC, a Delaware limited liability company and Rolling Hills Country Club, a California non-profit mutual benefit corporation (collectively "Developer") filed an application with the City of Rolling Hills Estates for a 114 home single family subdivision, a reconfigured/relocated 18-hole golf course, and a new clubhouse complex (collectively, the "Project") on approximately 228 acres of real property ("Project Site"). Developer has a legal or equitable interest in the Project Site; and

WHEREAS, 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 the City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property; and

WHEREAS, as part of its application for the Project, Developer requested that the City enter into a Development Agreement pursuant to the Development Agreement Law; and

WHEREAS, the City and Developer have caused to be prepared a Development Agreement, which is attached *Exhibit A*; and

WHEREAS, the City has caused to be prepared an Environmental Impact Report (EIR) for the Project; and

WHEREAS, the City Council conducted a duly noticed public hearing on the 10th day of May, 2011, the 14th day of June, 2011, the 26th day of July, 2011, and the XX day of XX, 2011. All interested parties were given full opportunity to be heard and to present evidence regarding the Project EIR and the Project-related approvals and entitlements, including the Development Agreement; and

WHEREAS, the Final EIR has been certified by the City Council pursuant to Resolution No. 2258. The findings of Resolution No. 2258 are incorporated by this reference; and

WHEREAS, the City Council has adopted Resolution No. 2259, which approves amendments to the General Plan necessary to make the Project consistent with the General Plan; and

WHEREAS, the City Council has adopted Ordinance No. 678, which approves amendments to the City's Zoning map necessary to make the Project consistent with zoning designations; and

WHEREAS, the City Council has adopted Ordinance No. 679, which makes certain amendments to the City's Zoning Code in furtherance of the Project; and

WHEREAS, the City Council has approved the Project's Vesting Tentative Tract Map, Conditional Use Permits and other Project related approvals and entitlements pursuant to Resolution No. 2260. The findings of Resolution No. 2260 are incorporated by this reference; and

WHEREAS, the City's Planning Commission conducted a duly noticed public hearing on 2nd day of May, 2011 to review the proposed Development Agreement. All interested parties were given full opportunity to be heard and to present evidence regarding the proposed Development Agreement. At the conclusion of the public hearing, the Planning Commission recommended approval of the proposed Development Agreement; and

ORDINANCE NO. 680
XX XX, 2011

WHEREAS, on the basis of substantial evidence contained within the record of the Project's proceedings, including, but not limited to, the written and oral staff report and testimony regarding the Development Agreement at the Planning Commission and City Council public hearings, the City Council finds as follows:

- A. The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan.
- B. The proposed Development Agreement is consistent with, and furthers the goals of, the State Planning and Zoning Laws (California Government Code Sections 65000 and following), and the Rolling Hills Estates Zoning Code, and is consistent with good planning and land use practices.
- C. The proposed Development Agreement is in conformity with and will promote the public convenience and general welfare.
- D. The proposed Development Agreement will not be detrimental to the health, safety and general welfare.
- E. The proposed Development Agreement will not adversely affect the orderly development of the property or the preservation of property values.
- F. The proposed Development Agreement will promote and encourage the development of the proposed Project, which in turn will: (1) create and maintain jobs in the community by upgrading the country club facilities; (2) provide additional housing opportunities; (3) provide for new and improved recreational facilities, including an upgraded golf course, new tennis courts, and new equestrian trails and facilities; and (4) result in the termination of the existing landfill operation and other industrial operations at the Project Site, all of which are of substantial benefit and importance to the City.

NOW THEREFORE, the City Council of the City of Rolling Hills estates does hereby ordain as follows:

SECTION 1. Based on the findings made above, the City Council hereby approves the Development Agreement, which is attached as *Exhibit A*, and authorizes the Mayor to execute the Development Agreement on behalf of the City.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any persons or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each any every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. Pursuant to California Code Section 65868.5, the City will cause the Development Agreement to be recorded with the County Recorder of the County of Los Angeles within ten days after the Agreement is executed on behalf of the City and the Developer.

SECTION 4. The City Clerk is directed to certify the adoption of this Ordinance and cause it to be published in accordance with law.

ADOPTED this XX day of XX, 2011

STEVEN ZUCKERMAN, MAYOR

ATTEST:

DOUGLAS R. PRICHARD, CITY CLERK

I, DOUGLAS R. PRICHARD, City Clerk of the City of Rolling Hills Estates, do hereby certify that the foregoing Ordinance No. 680 was introduced and placed upon its first reading at a regular meeting of the City Council on the 26th day of July, 2011, and was duly adopted and passed at a regular meeting of the City Council on the XX day of XX, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I FURTHER CERTIFY that this Ordinance was signed by the Mayor of the City of Rolling Hills Estates.

DOUGLAS R. PRICHARD, CITY CLERK

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 successors-in-interest, 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 or Subsequent Approvals in effect on or prior to the effective date of such termination, and any right or duty arising under this Agreement that expressly survives the termination of the Agreement.

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 an advance of \$200,000 of existing City Park and Recreational Facility Fees ("City Equestrian Facilities Advance"). The City Equestrian Facilities Advance will be repaid from Developer's First Park and Recreational Facility Fee Payment described below.

(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 the greater of (i) one-half of the applicable City Park and Recreational Facility Fees for the RHE Project or (ii) \$1,000,000 ("Initial Park and Recreational Facility Fee Payment"). 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 (i.e., \$1,000,000), and the City Equestrian Facilities Advance and Initial Park and Recreational Facility Fee Payment (i.e., \$1,000,000 or more) (for a total of at least \$2,000,000) 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 Fees 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, the City Equestrian Facilities Advance and Developer's Initial Park and Recreational Facility Fee Payment, as set forth in Section 3.2(a) to (d) above, 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 new fees, taxes (including without limitation general, special and excise taxes), assessments, liens or other monetary obligations other than those specifically permitted by this Agreement or such other connection fees as may be 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

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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. 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, qualifications, experience, 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) Subsequent to Developer's payment in full of the Equestrian Facilities Contribution, and 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' acts or operations in connection with the construction of the Project or otherwise arising under this Agreement. (collectively, "Claims"). 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 the Equestrian Facilities Contribution under Section 3.2 and all

other applicable assessments, charges, fees, taxes and other financial obligations imposed on Developer, 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.

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foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

STATE OF CALIFORNIA

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) ss:

COUNTY OF _____

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which the person(s) acted, executed the instrument.

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STATE OF CALIFORNIA

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Signature of Notary Public

STATE OF CALIFORNIA

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) ss:

COUNTY OF _____

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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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Signature of Notary Public

STATE OF CALIFORNIA

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) ss:

COUNTY OF _____

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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 LAST 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"

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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

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concave northwesterly having a radius of 1150.00 feet; thence southwesterly 157.5.08 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 $164^{\circ}49'18''$ 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

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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:

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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 $44^{\circ} 41' 12.2''$ 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 $44^{\circ} 41' 12.2''$ 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 $89^{\circ} 49' 19.6''$ 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 $89^{\circ} 49' 19.6''$ 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 $00^{\circ} 10' 40''$ WEST 863.19 FEET; THENCE NORTH $89^{\circ} 51' 20''$ 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 $00^{\circ} 10' 40''$ 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, 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 SAID 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.

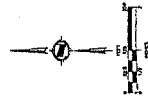
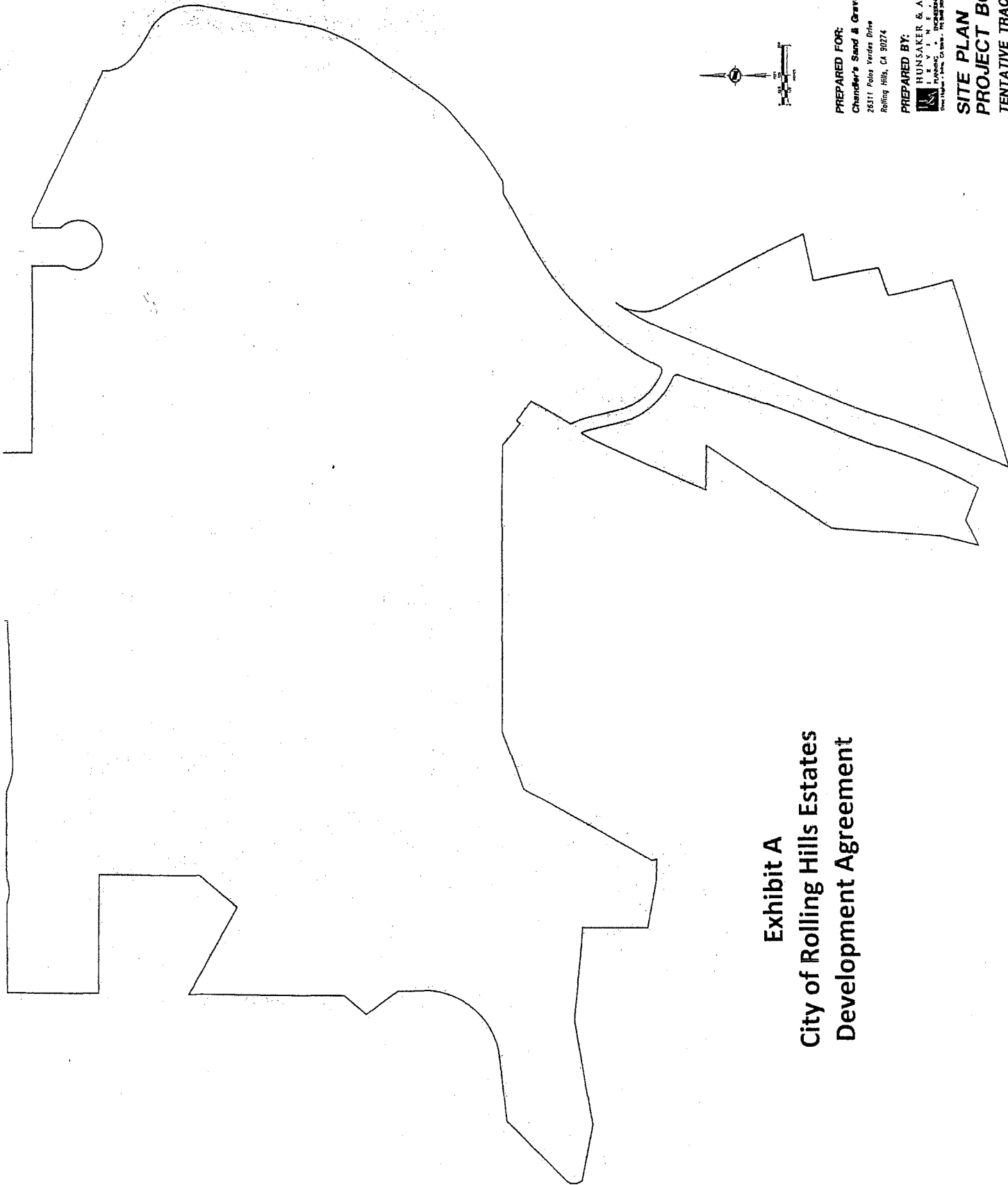


Exhibit A
City of Rolling Hills Estates
Development Agreement

PREPARED FOR:
Chandler's Sand & Gravel
25311 Poles Verdes Drive
Rolling Hills, CA 90274

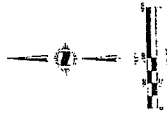
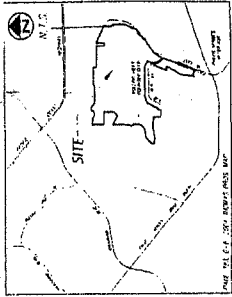
PREPARED BY:
HUNSAKER & ASSOCIATES
ENGINEERING
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210

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	DATE
07/15/01	07/15/01

PREPARED BY:

PREPARED FOR:

H&A
HUNSAKER & ASSOCIATES
PLANNERS, ENGINEERS, ARCHITECTS
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310.274.1100

Chandler's Sand & Gravel
76111 Folsom Verdes Drive
Rolling Hills, CA 90274

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

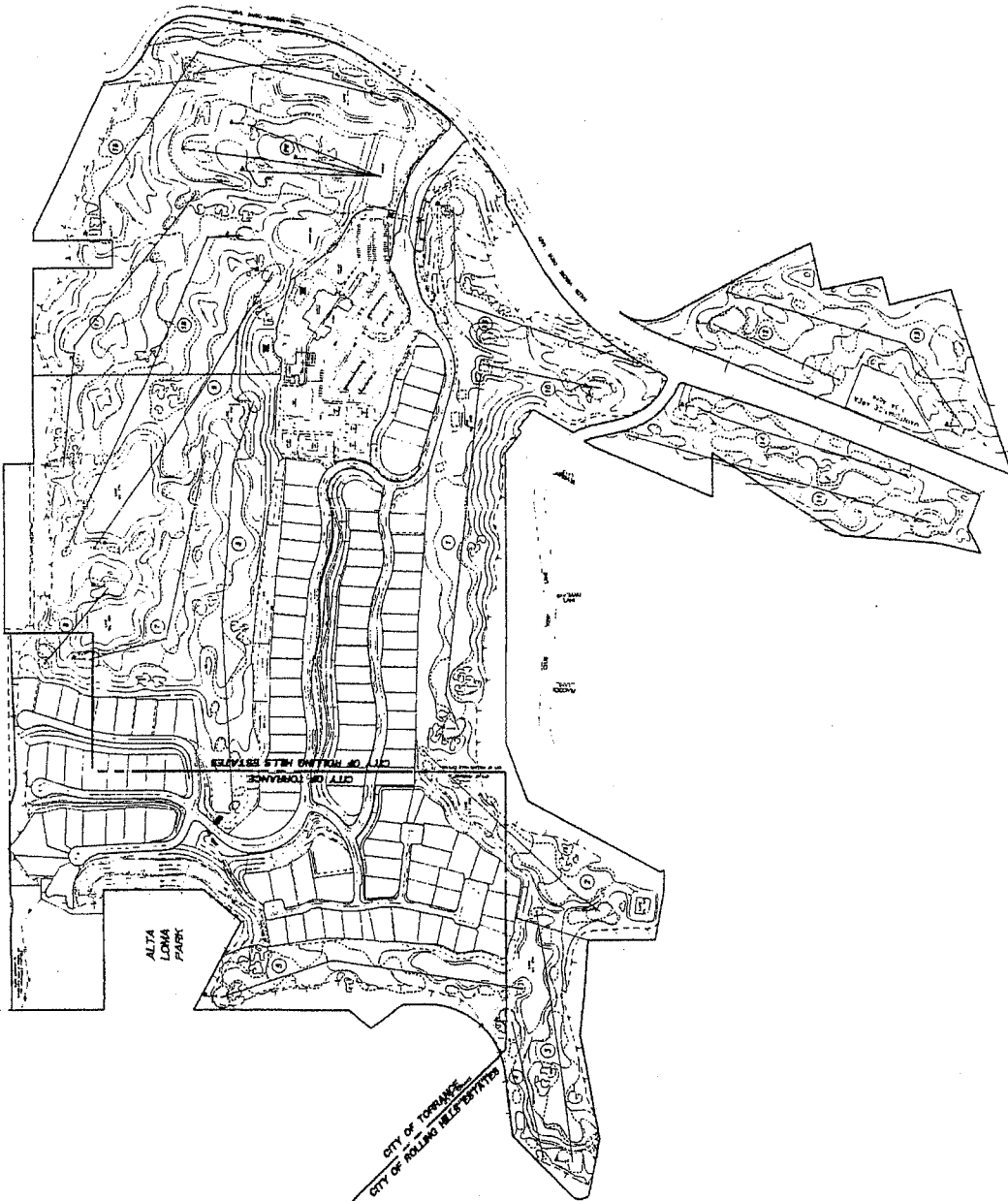


EXHIBIT B-2

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

(Attached)

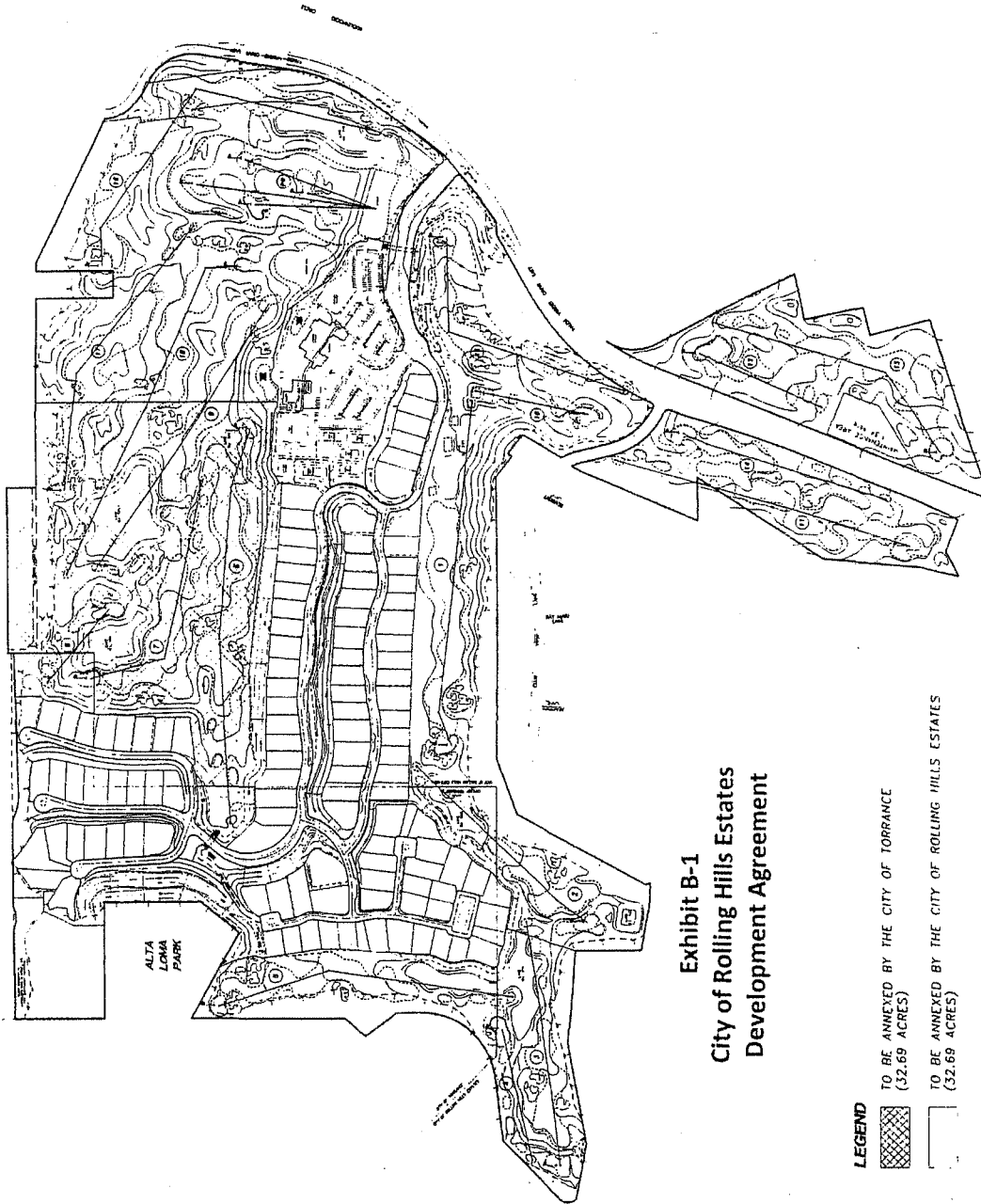
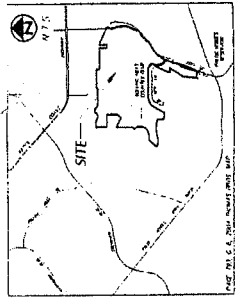


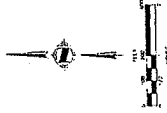


Exhibit B-1
City of Rolling Hills Estates
Development Agreement

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)

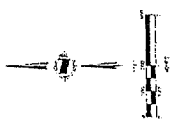
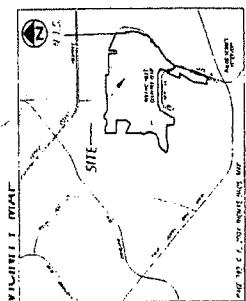
MAP DATE: 07/16/07
 PREPARED BY: H&A
 PROJECT NO: 07/16/07



PREPARED FOR: **Chandler's Sand & Gravel**
 26311 Polaris Veritas Drive
 Rolling Hills, CA 90274



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



MAP DATE	DEVELOPER
06/12/07	CHANDLER'S SAND & GRAVEL
07/13/07	

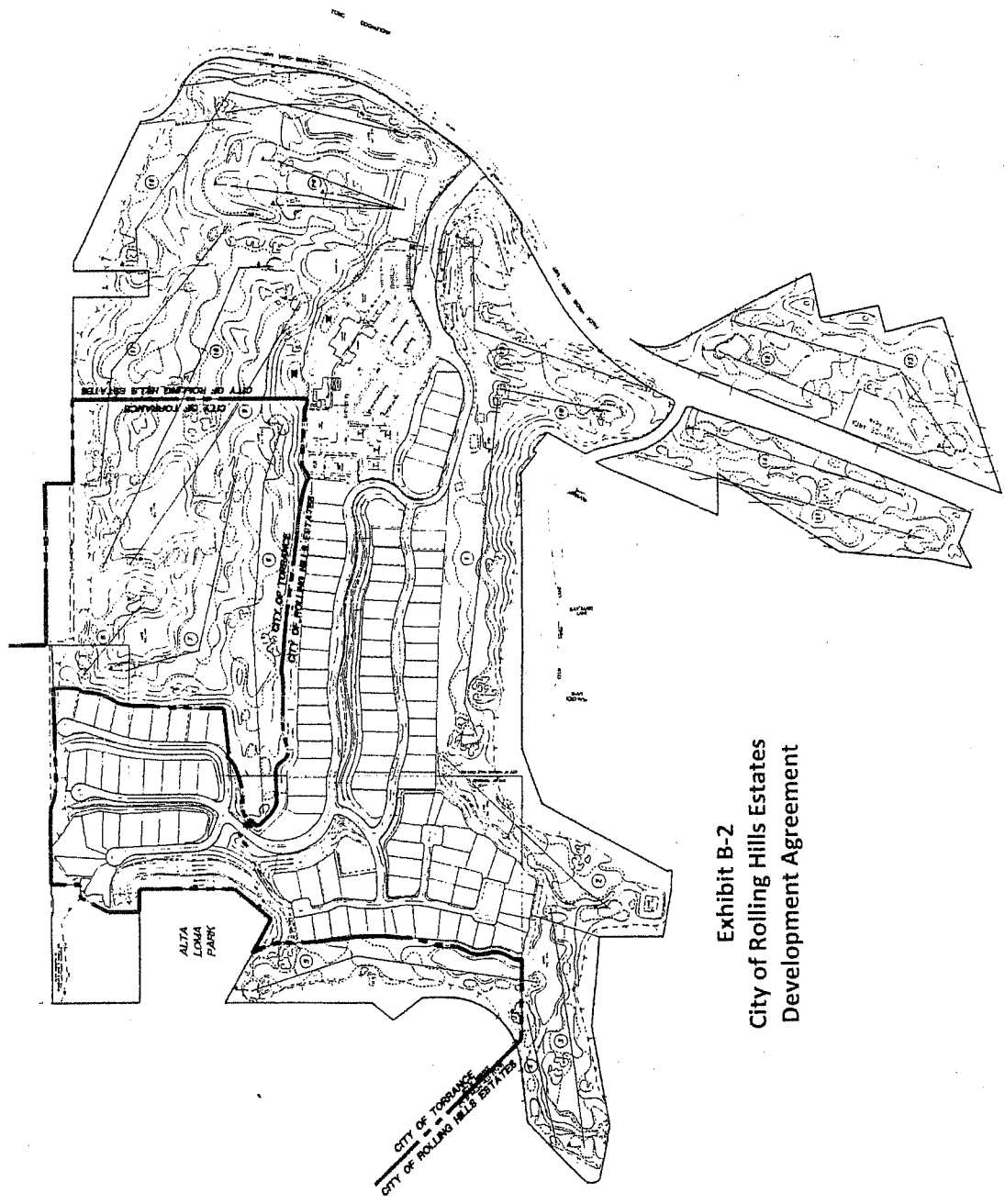
PREPARED BY:



PREPARED FOR:

Chandler's Sand & Gravel
26111 Polaris Verde Drive
Rolling Hills, CA 90274

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



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

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

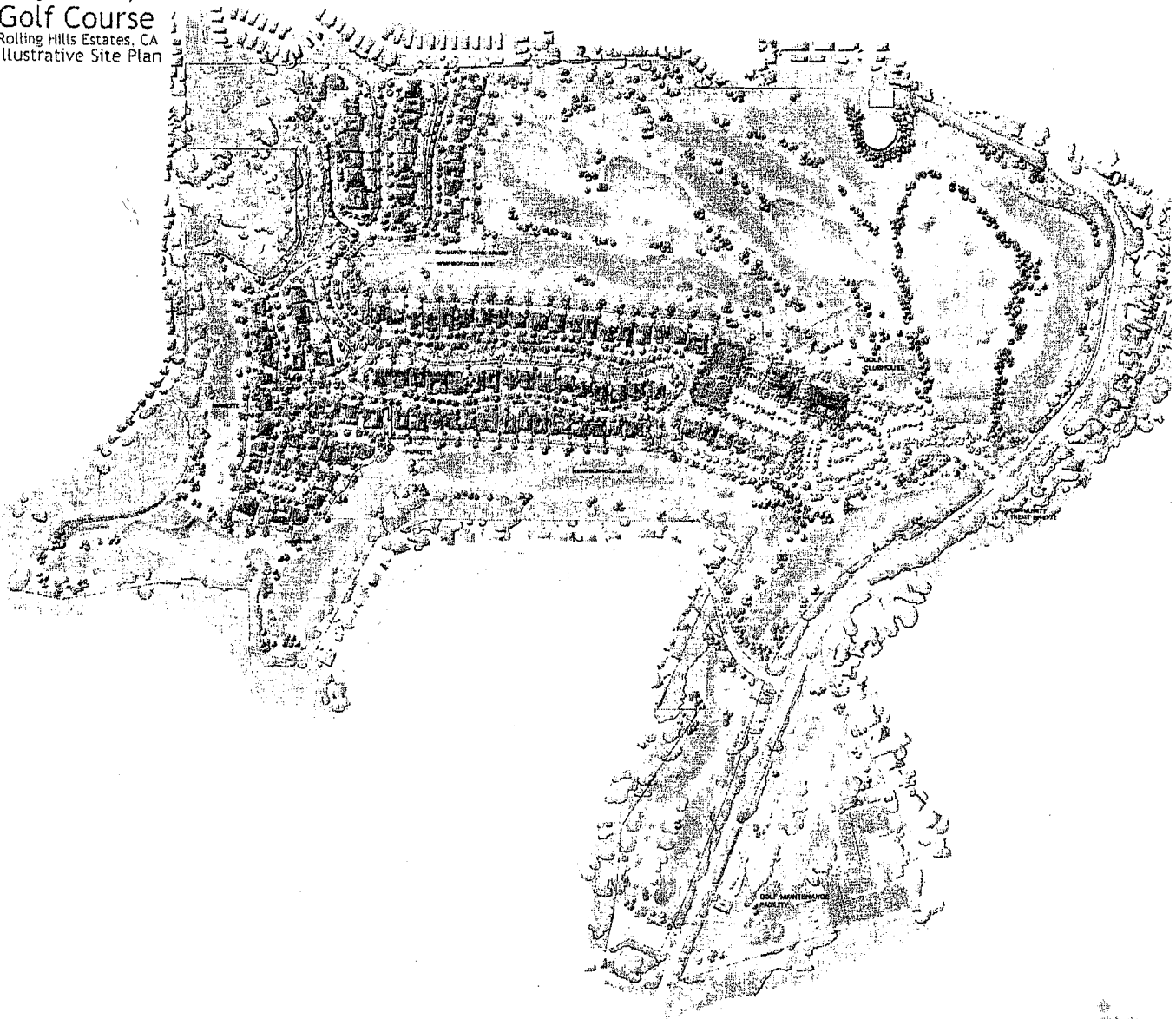


EXHIBIT D
LIST OF APPROVED PLANS
(Attached)

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

PHASE I DEVELOPMENT SCHEDULE

Item No.	Milestone Description	Date	Hypothetical Example of Date Calculations for Illustrative Purposes Only
1.	Entitlements Granted and Execution of Development Agreement by City of RHE	Estimated by July 30, 2011	
2.	Entitlements Granted and Execution of Development Agreement by City of Torrance:	Estimated by December 31, 2011	
3.	Approval of City Boundary Adjustments by LAFCO	Estimated by June 30, 2012	
4.	Executed Purchase Agreement with Residential Home Builder	Unknown – Market Dependent	Hypothetically, June 1, 2012
5.	Completion of Building Permit Drawings and issuance of Building Permits for Phase I development	10 months following item 4	April 1, 2013
6.	Closure of landfill	4 months following item 5	August 1, 2013
7.	Commencement of Construction:		
a.	Commencement of mass grading and infrastructure for entire Project Site	1 month following item 6	September 1, 2013
b.	Commencement of construction of Golf Course	3 months following item 7.a	December 1, 2013
c.	Commencement of construction of Clubhouse	7 months following item 7.a	April 1, 2014
d.	Commencement of construction of Residential Model Home Complex	8 months following item 7.a	May 1, 2014

e.	Completion of mass grading and infrastructure for the entire Project Site	9 months following item 7.a	June 1, 2014
f.	Commencement of construction of Phase I homes	6 months following item 7.d	November 1, 2014
g.	Completion of Construction of Residential Model Home Complex	8 months following item 7.d	January 1, 2015
h.	Completion of Golf Course	15 months following item 7.b	March 1, 2015
i.	Completion of Construction of Phase I Homes	6 months following item 7.f	July 1, 2015
j.	Completion of Construction of Clubhouse	15 months following item 7.c	August 1, 2015
k.	Commencement of Construction of Homes in Phases 2-5	Unknown - Market Dependent	Unknown

Notes regarding Exhibit E:

1) Items 1 through 3 are outside the control of the Parties hereto and are provided as estimates only; any delays in any such estimated dates will not be construed as an Event of Default.

2 The column entitled "Hypothetical Example of Date Calculations for Illustrative Purposes Only" is intended only to provide an example of how the dates in items 5 through 7 would be calculated in the event that Item 4 were to occur on June 1, 2012. As a result of market conditions, Item 4 could occur before or after such hypothetical date.

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
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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

Daily Breeze and *PV News* articles regarding the
Chandler Ranch/Rolling Hills Country Club project



Chandler Ranch project on RHE agenda

From staff reports

Posted: 07/26/2011 08:59:14 AM PDT

Updated: 07/26/2011 09:00:31 AM PDT

Chandler Ranch project

Rolling Hills Estates. The long-awaited Chandler Ranch project is before the City Council tonight. The luxury residential development would create 114 new homes and a new golf course and clubhouse for Rolling Hills Country Club. The project would occupy 228 acres and replace a giant quarry-turned-landfill. The 7:30 p.m. meeting is at City Hall, 4045 Palos Verdes Drive North.




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Rolling Hills Estates gives Chandler Ranch project the go-ahead

By Melissa Pamer Staff Writer

Posted: 07/28/2011 06:32:44 AM PDT

Updated: 07/28/2011 06:33:08 AM PDT

After decades of discussion about the future of a giant, dusty rock quarry in Rolling Hills Estates - including some eight years devoted to a specific proposal - it took the City Council just 40 minutes this week to give Chandler Ranch the go-ahead.

Near one of the main entryways to the affluent Palos Verdes Peninsula community, the 114-home luxury residential project will replace the industrial Chandler's Sand and Gravel facility and create a new golf course for private Rolling Hills Country Club.

It's the final vision in a series of reuse concepts that have been proposed since the 1980s for an eyesore that brings some 60,000 rumbling trucks to and from the quarry-turned-landfill each year.

More than 25 years ago, 600 homes were proposed. but that plan was abandoned after community outcry.

In 2003, the city created a committee to refine a proposal for the site that would fill in the deep quarry and sustain the neighboring country club, which was facing an expiring long-term lease.

"Then, it was just kind of pie-in-the-sky: 'Will this ever get done and will I be alive when this happens?'" Councilwoman Judy Mitchell said. "It's been quite a few years."

At Tuesday's City Council meeting, the panel

voted unanimously - to applause - for a series of measures that will allow the project to move forward.

"This is a major step in our city, for a major project. It is a first step; by no stretch of the imagination

is it a last step," Councilman Frank Zerunyan said.

Challenges remain, including approval from the city of Torrance and a 32-acre land swap between the two cities that will keep all Chandler Ranch homes in Rolling Hills Estates. A regional boundary commission must approve the swap.

At the same time, the foundering real estate market and general poor economy make up a fairly atrocious environment for a massive undertaking that will cost more than \$350 million.

Still, Tuesday's action constitutes a milestone.

"We've gone through this for 25, 30 years," said John Robertson, grandson of Linden Chandler, who opened the quarry in the 1930s.

"I never thought we'd see this day. ... I think




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grandpa would be very proud."

The project, brought jointly by the Chandlers and neighboring Rolling Hills Country Club, raised some significant opposition - mostly from local equestrians concerned about its lack of horse facilities. But the project's backers negotiated their way to acceptance.

In fact, no members of the public rose to comment on Chandler Ranch before the council voted on it.

Robertson joked that he had not attended public hearings - instead sending Mike Cope, who has managed the project for a decade - because he gets "too excited."

Council members and project supporters remarked that prolonged negotiations and discussions had soothed opponents and addressed city concerns.

"You see a lot of ruffled feathers along the way, but it was really satisfying last night to see how everybody came together," country club General Manager Greg Sullivan said Wednesday. "In the end, the project satisfied everybody."

The 228-acre plan will include a new 18-hole, Arnold Palmer-approved golf course surrounding the 114 Mediterranean-style homes with red-tile roofs. The club will get a new 61,000-square-foot clubhouse and tennis courts.

Design details of the buildings will be subject to city neighborhood-compatibility hearings in the future. Also planned is an underground water filtration system that would clean runoff and reduce pollution downhill in Harbor City's Machado Lake.

The 114 homes will be split between three school districts - Palos Verdes Peninsula, Torrance and Los Angeles Unified. Changing those boundaries is something the future home-builder company would have to pursue, if

desired, Sullivan said.

The project's backers have agreed to donate about \$1 million to the city for equestrian improvements, an amount that will be matched by developer fees. Altogether, the money should bring serious improvements to municipal horse facilities and trails.

That was done in part to quell opposition from equestrians who were unhappy that the project was removed from the city's "horse overlay," meaning homeowners will not be allowed to keep horses. Horse owners also were originally unhappy that a proposed loop trail around the city will not be completed because of the project.

Though the Palos Verdes Peninsula Horsemen's Association came to support Chandler Ranch, some equestrians remained unconsoled. In recent months, one even mentioned taking legal action against the project.

Others demanded that the developer make sure to test more thoroughly for suspected Indian remains before construction, a request to which the Chandlers and country club have agreed.

Tuesday's meeting was the council's third on the project, following a handful of Planning Commission meetings beginning last fall.

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apply. Offer valid for new Security Choice - An ADT Authorized Dealer customers only and not for purchases from ADT
Security Services, Inc. Other rate plans and rules. Cannot be combined with any other offer. ©2006 ADT. Call Center
Offer: \$99.00 ADT Care is provided by Security Choice and is not sponsored by ADT Security Services. Register
mail-in redemption. Call 1-800-868-2330 for complete restrictions and redemption requirements.

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The council approved a tract map, General Plan amendment, zone change, environmental impact report and the land swap with Torrance. Also approved was a development agreement allowing 10 years for construction to begin, plus a possible five-year extension.

Councilwoman Susan Seamans recused herself because she lives within 500 feet of the project and is a "social member" of the Rolling Hills Country Club.

The project will go to the Torrance Planning Commission in coming months, and then on to a regional commission overseeing municipal boundary changes.

melissa.pamer@dailybreeze.com

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Daily Breeze article regarding lawsuit challenging
the *Chandler Ranch*/Rolling Hills Country Club project

Valley advocacy group sues Rolling Hills Estates over Chandler Ranch

By Melissa Pamer Staff Writer

Posted: 08/25/2011 07:05:21 PM PDT

Updated: 08/26/2011 06:51:32 AM PDT

An obscure planning advocacy group based in the San Fernando Valley has sued the city of Rolling Hills Estates for its approval of a long-discussed residential development that would replace a dusty old rock quarry with a new state-of-the-art golf course and 114 luxury homes.

The Chatsworth group, Good Local Planning, Inc., has formed an association called Residents Against Chandler Ranch that filed a lawsuit Wednesday in Los Angeles Superior Court. The suit calls for the judge to throw out city approvals of the project, suspend the granting of building permits and prevent construction activities until a new environmental review of Chandler Ranch plans can be completed.

Mitch Carson, the president of Good Local Planning, said in an interview Thursday that he wanted an environmental review that would better answer his concerns about traffic, greenhouse gas emissions and jurisdictional boundaries that would split the project into three school districts. He expressed concerns about an exclusive development agreement the city signed, as well as a planned donation of some \$1 million from the project's backers toward future municipal equestrian projects.

Carson also said he would like to see affordable housing at Chandler Ranch.

"I would love to see some low-income housing, some Section 8 housing, which of course is going to send any high-end project into a tizzy,"

Carson said.

His attorney in the case is Jeffrey Lewis, a Rancho

Palos Verdes planning commissioner and president of the city's Council of Homeowners Associations.

Lewis would not say how he became involved in the case, nor would he name residents involved.

The 228-acre project - brought jointly by the owners of the Chandler's Sand and Gravel quarry-turned-landfill and the neighboring Rolling Hills Country Club - is the final vision in a series of reuse concepts that have been proposed since the 1980s for an eyesore that brings some 60,000 rumbling trucks to and from the quarry each year.

It would create a new development of Mediterranean-style residences and a new Arnold Palmer-approved golf course and clubhouse for the country club.

Chandler Ranch initially raised significant opposition - mostly from local equestrians concerned about its lack of horse facilities. But the project's backers negotiated their way to acceptance, largely by agreeing to donate to



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undecided public equestrian projects in the city.

When the City Council approved the project last month, no residents rose in opposition.

But Carson had offered detailed comments - mostly about traffic concerns - to the council.

He did not appear connected to local individuals who had in past criticized the project, but his court petition said that Residents Against Chandler Ranch includes Rolling Hills Estates residents. He would not identify them, saying their names would come out in the course of litigation.

Carson said Good Local Planning tracks development projects statewide, mostly in Southern California. He said the group - incorporated in December, according to state business records - was soon to file suit in opposition to a 300-unit apartment complex in Oxnard.

"We are an organization that likes to make sure developers don't run wild," said Carson, who identified himself as a motivational speaker and marketing consultant.

There is a little information about Good Local Planning available online. Its website, a generic template created in June, states only: "We seek to keep growth in local communities at a measured pace while conforming fully to local planning guidelines and (state environmental law) enforcement. We are always interested in adding members, their feedback and support for our cause."

Carson said attorneys for the organization work as volunteers because they are interested in planning decisions. He said he learned about Chandler Ranch from a local resident who contacted him.

Michael Cope, project manager for Chandler Ranch, said he would have no comment on the

lawsuit, as did a representative for Rolling Hills Country Club.

Rolling Hills Estates City Manager Doug Prichard said in an email: "We are in the process of reviewing the claims contained in the suit and will be responding to the suit following that review."

The suit alleges a violation of state environmental law for failing to properly analyze the impacts of the project and for excluding analysis of future equestrian improvements funded by developer donations.

The petition also claims the development agreement violates state law and is "essentially a unilateral agreement by the city to grant (Chandler Ranch, Cope and the country club) a set of rights and a 10-year development horizon, without obtaining any public benefits in return."

melissa.pamer@dailybreeze.com

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PVPUSD Staff report for Peninsula HS stadium lights claim

Palos Verdes Peninsula USD

Meeting: Special Meeting : E. Discussion/Action

Created : September 20, 2011 at 11:16 AM

2. Rejection of Claim –Peninsula Stadium Lights Steering Committee (v)

September 12, 2011

Status: Ready for Meeting

Quick Summary / Recommended Action

That the claim for damages, dated September 6, 2011, filed by the Law Office of Alston & Bird on behalf of the Peninsula Stadium Lights Steering Committee be rejected and that the claimant be notified of this action as specified under Government Code Section 945.6 et seq.

Background Information

All claims for damages received by the District are forwarded to the District's legal counsel for review.

Current Considerations

A claim for damages, dated September 6, 2011, has been received from the Law Office of Alston & Bird on behalf of the Peninsula Stadium Lights Steering Committee. The District's legal counsel has reviewed the claim and is recommending that the claim be rejected.

Financial Considerations

Unknown at this time.

Administrators

Deputy Superintendent, Business Services

Associated File Attachments



Exhibit A - Peninsula Stadium Lights Steering Committee Claim (Files)

Exhibit B - Peninsula Stadium Lights Steering Committee Settlement Communication (Files)

PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT
375 Via Almar
Palos Verdes Estates, California 90274

CLAIM FOR DAMAGE OR INJURY

1. Claims for death, injury to person or to personal property must be filed not later than six (6) months after the occurrence (Government Code Section 911.2).
2. Claims for damages to real property must be filed not later than one year after the occurrence (Government Code Section 911.2).

To: PENINSULA STADIUM LIGHTS STEERING COMMITTEE
Name of Claimant

C/O MARTHA S. DOTY, ESQ. / ALSTON & BIRD / 333 S. HOPE ST. 16TH FL.
Address

LOS ANGELES, CA 90071
City State Zip Code

213 / 576 - 1145
Phone Number Age

ADDRESS IDENTIFIED ABOVE

Address to which claimant wishes notices sent

WHEN did damage or injury occur? BETWEEN 7/20/10 AND 7/14/11 Time

WHERE did damage or injury occur? NO SPECIFIC LOCATION

HOW and under what circumstances did damage or injury occur? PLEASE SEE

RESPONSE TO NEXT QUESTION. SEE ALSO CORRESPONDENCE

FROM STEERING COMMITTEE TO BOARD/DISTRICT DATED 7/22/11.

WHAT particular action by the school district, or its employees, caused the alleged damage or injury? (Include names of employees, if known):

- (1) BOARD FAILED TO FOLLOW ITS OWN RULES RE: STADIUM LIGHTS PROJECT;
- (2) BOARD AND DISTRICT MISLEAD STEERING COMMITTEE AND DONATING PUBLIC ABOUT THEIR INTENTIONS RE: PROJECT; AND (3) BOARD AND DISTRICT IMPROPERLY TOOK MONEY FROM THE PUBLIC.

PAGE 1

WHAT sum do you claim? Include the estimated amount of any prospective loss insofar as it may be known at the time of the presentation of this claim together with the basis of computation of the amount claimed: (Attach estimates or bills, if possible):

- PROFESSIONAL SERVICES (ARCHITECT) \$ 40,000⁺
- FUNDRAISING EXPENDITURES \$ TBD
- VALUE OF OTHER PROFESSIONAL SERVICES \$ TBD

Total Amount Claimed:

TBD
\$ ACCORDING TO PROOF
TO BE PROVIDED UPON REQUEST

NAMES and addresses of witnesses, doctors and hospitals:

ALL MEMBERS OF SCHOOL BOARD; WALKER WILLIAMS;
PEARL A. IIZUKA; MEMBERS OF STEERING COMMITTEE;
MEMBERS OF THE PUBLIC TOO NUMEROUS TO NAME INDIVIDUALLY

9/6/11
Date

Maht Doty on behalf
Signature of Claimant of Steering Committee

ALSTON & BIRD LLP

333 South Hope Street
16th Floor
Los Angeles, CA 90071-1410

213-576-1000
Fax: 213-576-1100
www.alston.com

Martha S. Doty

Direct Dial: 213-576-1145

E-mail: martha.doty@alston.com

September 1, 2011

Terry Tao, Esq.
Atkinson Andelson Loya Ruud & Romo
12800 Center Court Drive
Suite 300
Cerritos, CA 90703

VIA FAX AND EMAIL

**Confidential and Privileged Settlement Communication
Pursuant to Cal. Evidence Code §1152**

Re: *Peninsula Stadium Lights Steering Committee/PVPUSD Board of
Education, PVPUSD, et al.*

Dear Mr. Tao:

This letter sets forth the Steering Committee's position regarding the District's failure to proceed with the Peninsula Stadium Lights project (the "Project"). As set forth below, the Steering Committee is prepared to commence a lawsuit in the Los Angeles Superior Court to enforce its rights and obtain appropriate relief and remedies. However, the Steering Committee will refrain from doing so for a short period if the Board agrees to engage in meaningful settlement discussions over the next 30 days designed to achieve prompt and complete resolution of this matter.

The facts that support the claims identified below are set forth in detail, with extensive evidentiary support, in the letter to the Board and the District dated July 22, 2011 from Nina MacLeay and Kevin Moen. They will not be repeated here except to the extent necessary. The Steering Committee's claims will be based upon three overarching facts: (1) the Board failed to follow its own rules with respect to the Project; (2) the District and the Board mislead the Steering Committee and the donating public about their intentions and they relied upon those misrepresentations to their detriment; and (3) the District and the Board (through their authorized entity, the Steering Committee) took money from the public for nearly a year knowing that the very opposition upon which the Board purportedly based its final decision to end the Project existed from the outset.

Based on the facts and evidence, the Steering Committee intends to assert claims for: (1) Abuse of Discretion (Petition for Writ of Mandate); (2) Declaratory Relief; (3)

Terry Tao, Esq.
Atkinson Andelson Loya Ruud & Romo
September 1, 2011
Page 2

Fraud/Misrepresentation; (4) Promissory Estoppel; (5) Equitable Estoppel; (6) Money Had and Received; and (7) Quantum Meruit (Services Rendered).

Key Facts/Evidence

Among other things, the facts that will be alleged in the Complaint and contained in the supporting documentary evidence attached as Exhibits will include the following:

(1) as early as August 2010 (within weeks of authorizing the Steering Committee to proceed to raise funds), the Board understood that community opposition existed and was based upon purported glare, noise, traffic, parking, and the "undesireables from the hither [sic] lands" (as to the latter argument, by its silence at all times in the face of such repugnant statements and its decision to end the Project based in part upon such statements, the Board now impliedly appears to have acquiesced in them);

(2) in recognition of and in response to the opposition, the Board and the District early and repeatedly affirmed in writing to multiple sources their purported intent to assess any potential environmental impacts of the Project, such as those asserted by the opposition, through appropriate CEQA processes;

(3) notwithstanding the opposition, the District and the Board continuously authorized the Steering Committee to collect money from the public, and in reliance thereon, the Steering Committee in fact collected money from hundreds of members of the public in amounts in excess of \$250,000;

(4) notwithstanding the opposition, the District and the Board continuously approved and authorized the Steering Committee to take all steps and expend monies on items necessary to proceed with the Project (e.g., architect fees, filing fees, fundraising expenditures);

(5) in further reliance on the authorization and approval of the Board and the District, the Steering Committee incurred expenditures in amounts in excess of \$150,000 (actual expenditures and the value of professional time);

(6) as late as June 20, 2011, and still facing known opposition, the Board and the District authorized a final push for collection of funds from the public such that the July financial requirements deadline could be met and the Project could move forward to the next stage;

(7) on July 1, 2011, the District prematurely notified the Steering Committee that it had failed to meet the financial requirements deadline and when the Steering Committee contacted District officials that day to present the evidence of compliance the District had agreed to accept of compliance with the financial requirements, one District official (Ms. Iizuka) never returned the Committee members' call and another (Mr.

Terry Tao, Esq.
Atkinson Andelson Loya Ruud & Romo
September 1, 2011
Page 3

Williams) was reported by his own secretary to have "gone out the back" – apparently to avoid facing the reality of the Steering Committee's compliance; and

(8) on July 14, 2011, the Board ended the Project, principally citing "community divisiveness" created by opposition to the Project without prior notice and in contravention of the Board's past practices regarding Capital Campaigns.

In sum, the Board and the District knew of the opposition from the outset but nevertheless authorized and allowed the taking of money from hundreds of members of the public for the Project in sums exceeding several hundred thousand dollars only to rely upon that same opposition a year later as a basis to deny the Project. Meanwhile, during that year, the public and the Steering Committee relied upon the Board's promises and donated, collected, and spent money in reliance thereon. The Board's repeated promises that it would comply with its own rules and guidelines for such projects as well as with other statutory processes were false. Based on its promises and actions, the Board had an obligation to process the Project, and the Board's refusal to even undertake the very review processes it had promised all along would address the "divisive" issues is an abuse of discretion.

Further, at all times during the period described above, the Board and District intentionally and knowingly remained silent on the issue of the Project's intended use (i.e., how many nights per year the field would be permitted to be lighted) and expressly directed the Steering Committee to do the same despite committee members' repeated requests to address the use issue directly. In contrast to the District, the Steering Committee wanted to openly notify the opposition and the public that the Steering Committee's intended use was extremely limited (5-7 football games/year during the Fall only). It refrained from doing so at the *explicit request* of the District and the false representations that the use issue would be addressed in due course through the CEQA process.

By remaining silent in the face of the use question (and by demanding the Steering Committee do the same even though it had no use issue to conceal), the District gave the opposition's arguments teeth (i.e., the purported environmental impacts would be significant and/or could not be mitigated because use was a complete unknown). Had the District been as forthright about *its own intentions* regarding use as the Steering Committee was, that issue would have been fully and fairly aired, opposition would have been quelled, and compromise reached. Instead, the District mislead the Steering Committee on the issue, remained silent in the face of repeated questions about use, and ultimately gave strength to an opposition that could otherwise have been assuaged.

Similarly and in apparent tandem therewith, the Board concealed from the Steering Committee the opposition's ultimate threat: their intention to withhold support for the parcel tax. The Board never disclosed it to the Steering Committee, thereby depriving committee members of information critical to both the status of the Project *and* of the opportunity to gather critical countervailing support. Moreover, throughout 2011

Terry Tao, Esq.
Atkinson Andelson Loya Ruud & Romo
September 1, 2011
Page 4

and as late as June 20th, the District continued to encourage and authorize the Steering Committee to take money from the public for the Project in order to meet the July 1st financial requirements, all the while intending to withdraw its support for the Project.

These actions give rise to the causes of action identified above and will be alleged in further detail with supporting documentary evidence in the Complaint.

Communications with the Public

At all times throughout the process, the Steering Committee strictly (but extremely reluctantly) complied with the District's repeated requests *not* to communicate to the press or the public in response to the issues raised by the opposition. It is now obvious that the Steering Committee's compliance with such requests operated to its detriment because the opposition viewpoint stood unrebutted at all times and the Steering Committee was not able to advise the public of the true facts regarding the impacts of the proposed Project. Indeed, the Steering Committee was deprived of the ability to simply advise the public that the very items about which the opposition was concerned would be studied, addressed, and, if necessary, mitigated through a CEQA review process.

Accordingly, having been deprived for so long of the opportunity to make the public aware of these facts and this evidence, the Steering Committee intends to send an Editorial to the *Daily Breeze* and the *Peninsula News* setting forth its position. It will also advise its supporters, whom it has restrained for some time now, that they may send letters to the Editor expressing their views in support of the Project and, we anticipate, their disdain for the manner in which the Board handled it.

Disposition of Monies Collected

The Steering Committee has at all times held monies collected for the Project in a distinct account. Following the Board's July 14, 2011 decision, the Steering Committee notified the donors of the decision and offered to return funds to any donors who so desired. To date, only a small handful of individuals have requested return of their funds.

In his August 22, 2011 letter, Mr. Walker directed the Steering Committee to "properly address" the disposition of the funds, and specifically to "return funds less expenditures to donors." However, the Steering Committee does not know that it *can* lawfully "return funds less expenditures." Indeed, Mr. Walker's directive fails to describe *how* such funds should be returned "less expenditures" — i.e., does he propose a pro rata amount be taken from each individual donation and returned to the donor with an explanation as to why the amount returned is not the same as the amount donated or does he propose that *the Steering Committee* make up the difference between the amounts donated and the amount remaining less expenditures that were authorized by the Board? The Steering Committee's position is that due to the District's and the Board's conversion of public monies by their false promises, the Board and the District must make the public whole by reimbursing the Steering Committee for all monies spent in

Terry Tao, Esq.
Atkinson Andelson Loya Ruud & Romo
September 1, 2011
Page 5

reliance on the District's and Board's promises. Only then can the funds be properly returned. Accordingly, pending resolution of this dispute, the Steering Committee intends to continue holding the funds in the existing account.

Conclusion

Based on the foregoing, the Steering Committee intends to present its claim to the District and Board pursuant to Cal. Gov. Code §§ 905, 945.4 on Tuesday, September 6, 2011. We will then be entitled to file a civil action and intend to do so. The Steering Committee has, since July 15th, continued to operate in the highest good faith vis-à-vis the Board, the District, and the opposition to determine if a compromise could be reached without resort to litigation. Having been unable to achieve such an amicable resolution to date, we have no alternative but to proceed forward through the court.

The Steering Committee has several ideas for resolution short of litigation. However, my client is not interested in protracted settlement discussions designed to delay the issue beyond either the current football season or election cycle. We are willing to forbear from filing the civil suit for 30 days. Should your client desire to promptly engage in discussions to avoid litigation, please call me at 213/576-1145.

Very truly yours,



Martha S. Doty
ALSTON & BIRD LLP

Press release (text) from PVPUSD Supt. Williams

NEWS: Claims Related to PVPHS Lights Project - September 12, 2011

September 12, 2011 *Press Release*

On July 14, 2011, the Board of Education of the Palos Verdes Peninsula Unified School District (PVPUSD) voted to discontinue the capital campaign project to install stadium lights at Palos Verdes Peninsula High School. Recently, the District has been served with two claims alleging that in terminating this project District leaders misled committee members and violated its own policies and the Ralph M. Brown Act (open meeting law).

The District rejects these claims as unmeritorious. The District has complied with its policies and practices and the laws related to conducting Board of Education meetings. The July 14th agenda item was properly agendized and posted as an action item and the discussion/decision took place in public in front of several hundred people, in full compliance with the Brown Act. The meeting was also televised and over two dozen people spoke for or against the proposed project. Leaders of the Stadium Lights Committee were present at the meeting and addressed the Board.

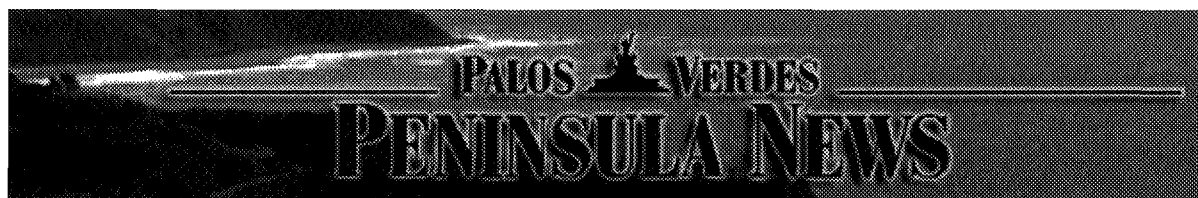
The PVPUSD realizes that supporters of the Peninsula High Stadium Lights project are very disappointed over the fact the project was terminated. Unfortunately, the Stadium Lights Capital Campaign was dividing the community and taking time and attention away from the District's primary purpose of educating students. There were also some real concerns over lack of parking, traffic congestion, and the fact that nearly a quarter of a million dollars would be spent on an Environmental Impact Report just to determine feasibility of the Stadium Lights Project.

Ultimately, the Board of Education concluded that the detriments outweighed the potential benefits, and that the project was not viable. It is unfortunate that attempts are being made to pressure District leaders to change that position. The District will now be forced to defend itself and expend scarce resources on attorney's fees and other legal costs that could have been spent on students and educational programs.

Feel free to contact Walker Williams, Superintendent of Schools, at (310) 378-9966 x404 if you have questions about this matter.

(Source: http://pvpusd.k12.ca.us/index.php/news/claims_related_to_pvphs_lights_project/)

PV News article and "Letter to the Editor" regarding Peninsula HS stadium lights

[Print Page](#)

Night lights issue returns to Peninsula

By Mary Scott Peninsula News

Thursday, September 15, 2011 1:25 PM PDT

When the Board of Education voted to halt Peninsula High School's stadium lights project in July, some thought the issue was finished.

The Peninsula Stadium Lights Steering Committee has filed a claim with the board, which it rejected Monday, alleging the board failed to follow its own rules at the July 14 meeting, and that it and the Palos Verdes Peninsula Unified School District misled the committee and the public regarding their intentions to assess potential environmental impacts of the project and allowed the collection of more than \$250,000 while fully aware of the community's opposition. The board cited community opposition as the primary reason for stopping the project.

The steering committee is seeking damages from the district for the cost of professional services, including the project's architect, and fundraising expenditures it incurred from July 2010, when the board approved the committee's "limited" fundraising campaign, to July 2011.

In a letter written to the board and district from the Alston & Bird LLP law firm, representing the committee, attorneys stated that the committee is prepared to file a lawsuit to obtain the "appropriate relief and remedies."

"However, the steering committee will refrain from doing so for a short period if the board agrees to engage in meaningful settlement discussions over the next 30 days designed to achieve prompt and complete resolution of this matter," the letter states.

Included in the complaint is that the board acted in bad faith by halting the process before an environmental impact report could be done when it already understood the community's opposition to the project in regard to noise, light pollution, parking, traffic and the "undesirables from the hither \[sic\] lands."

"Based on its promises and actions, the board had an obligation to process the project, and the board's refusal to even undertake the very review processes it had promised all along would address the 'divisive' issues is an abuse of discretion," the attorneys wrote.

Also filing a claim against the board is a community group, Friends of Friday Night Football. Through attorneys at Michel & Associates P.C., the group claims the board violated the Brown Act by posting an agenda item that failed to mention the board was considering discontinuing the project.

"The district rejects these claims as unmeritorious. The district has complied with its policies and practices and the laws related to conducting Board of Education meetings," Superintendent Walker Williams said. "The July 14 agenda item was properly agendized and posted as an action item and the discussion/decision took place in public in front of several hundred people, in full compliance with the Brown Act. The meeting was also televised and over two dozen people spoke for or against the proposed project. Leaders of the Stadium Lights Committee were present at the meeting and addressed the board."

Williams said the board concluded that the detriments of the project outweighed any potential benefit. He said there were real concerns over the lack of parking, traffic congestion and the amount of money that would be spent on an EIR to determine the feasibility of a project the district and board thought was not viable.

In the steering committee's complaint, it said that the inability to communicate with the opposition to address some of issues was detrimental to the project. The committee claims the board and district officials directed its members not to address the issues, especially regarding the lights' usage, which it says was limited to five or seven nights during the football season, with the public or the press.

"By remaining silent in the face of the use question ... the district gave the opposition argument's teeth," the attorneys wrote.

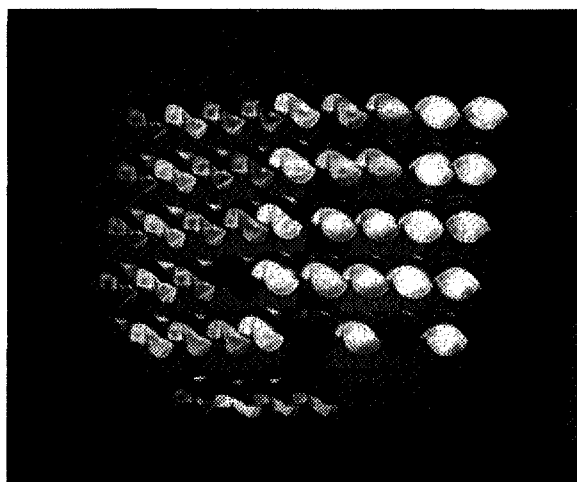
The committee also said it was uninformed of the opposition's "threat" to withhold support for the district's parcel tax election in November.

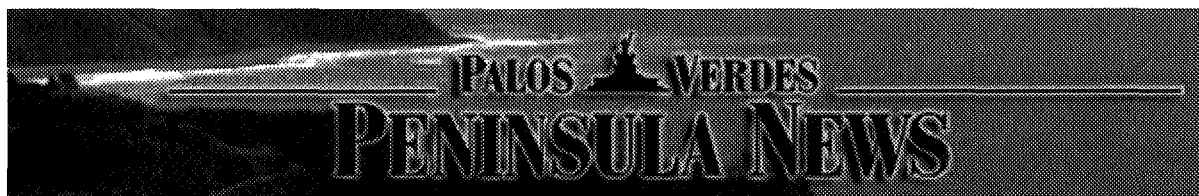
Members of the community publicly announced during board meetings and in letters to local newspapers that members of the community may not be compelled to support a new parcel tax or an extension of measures P and V, both set to expire in 2013, if the stadium lights project went through.

After the board voted to halt the project, it voted two weeks later to put the parcel tax extension on the Nov. 8 election. If the voters don't pass the extension, the district stands to lose \$7 million annually.

mscott@pvnews.com

www.twitter.com/PVNewsEditor



[Print Page](#)

Letters to the Editor (Sept. 15):

Thursday, September 15, 2011 1:26 PM PDT

Lights committee speaks

The Peninsula Stadium Lights Steering Committee worked diligently with the school district for a year to raise funds for stadium lights at Peninsula High School. During that time, opponents of the project were very vocal, but the district asked the committee to remain silent and not respond. As a result, many inaccurate statements about the project went unanswered. This letter clarifies that misinformation and explains what this project will provide to the high school and the community.

1. Friday night football games only. At all times the lights were intended only for use during Peninsula home football games on five to seven Friday nights in the fall from approximately 7 p.m. until 9:30 p.m.
2. Minimal light glare. The proposed lighting is the most sophisticated lighting on the market in terms of light spill and glare control and will cause minimal glare in the sky.
3. Traffic and parking concerns. The project does not require any expansion in the capacity of the stadium or the already approved parking options.
4. Noise control from the stadium. For many years, neighbors have complained about the sound system at Peninsula. The committee voluntarily agreed to include a new sound system along with the lights.
5. Costs associated with the project. All money associated with this project is from private donations. At no point will money for this project come from the district or be taken away from our teachers, staff or administration.
6. Revenue to the school and Peninsula businesses. Other South Bay schools with lights generate approximately \$50,000 to \$70,000 per year for their schools. It is our hope to generate that same revenue for Peninsula.

The lights will be a "gift" to the school and the community, generating funds and bringing the community together.

The Stadium Lights Steering Committee

Retain RPV's General Plan

I am so confused by the political language and labels, albeit this confusion is intended by the design of the speaker and user of the label.

This was driven home last Thursday, when I read on the front page of the Peninsula News "Sculpture dedicated to local pair." The article seemed to me, and rightly so, to praise the Ginsburgs' generosity and the great (my editorializing), work of the Palos Verdes Peninsula Land Conservancy to preserve our precious coastline.

Apparently, absent the RPV General Plan and the work of those groups similarly motivated as the PVPLC, the allowed density would have been 78 units per acre or 558 square feet each. Can you imagine our coastline? Our current mayor, Tom Long's response (I assume to this fact) was, "What we ended up with was

E-mail chain with Janet Gunter and draft letter to
Los Angeles City Attorney Carmen Trutanich

Kit Fox

From: Janet Gunter [arriane5@aol.com]
Sent: Monday, August 29, 2011 2:17 PM
To: kitf@rpv.com
Cc: carolynn@rpv.com; clehr@rpv.com; MrEnvirlaw@sbcglobal.net; jody.james@sbcglobal.net; det310@juno.com; vvimmerarchitect@aim.com
Subject: Re: Important.....Letter to LA City Attorney with action item on LPG Tanks

Hi Kit-

Very disappointed at your response. But, this certainly is your call. The LA City Attorney has already seen the RPV letters. The difference in our request to you for a letter of support (and RPV's own letters) is that this is the recommendation of an action far less dramatic than an "injunction", relocation, or proceedings of condemnation. Requiring the simple compliance to existing laws responsive to Rancho's "new" business operation in order to use the Port's rail to facilitate Rancho's export is quite reasonable and rational. This action would open up a public process of review and a means to analyze the risk to public safety that has been so elusive. I think it's a shame not to have your support. But, again we must defer to your sense of right. So be it.

Janet G

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

From: Kit Fox <kitf@rpv.com>
To: 'Janet Gunter' <arriane5@aol.com>
Cc: 'Carolynn Petru' <carolynn@rpv.com>; 'Carolyn Lehr' <clehr@rpv.com>
Sent: Mon, Aug 29, 2011 1:26 pm
Subject: RE: Important.....Letter to LA City Attorney with action item on LPG Tanks

Hi Janet:

I appreciate that this facility is (and has been) of concern to you and your group, particularly in light of the recent incident in Lincoln, CA. I encourage you to pursue this with the Los Angeles City Attorney's office through whatever legal avenues that you think may be open to you. At this time, however, I believe that our Mayor's previous letters speak for the Rancho Palos Verdes City Council. Please feel free to forward these letters to City Attorney Trutanich if you think they will help your cause. As I stated, we will update the City Council in this matter on October 4th.

Sincerely,

Kit Fox, AICP

Senior Administrative Analyst
 City of Rancho Palos Verdes
 30940 Hawthorne Blvd.
 Rancho Palos Verdes, CA 90275
 T: (310) 544-5226
 F: (310) 544-5291
 E: kitf@rpv.com

From: Janet Gunter [mailto:arriane5@aol.com]
Sent: Monday, August 29, 2011 11:55 AM
To: kitf@rpv.com
Subject: Re: Important.....Letter to LA City Attorney with action item on LPG Tanks

Kit-

Thanks for your response. However, even though the Port would not renew the pipeline for Amerigas in 2005..the facility continued to use the pipeline for a few years which then makes this action proper. We believe that this is not only a prudent and reasonable request of our City Attorney...but, one of tremendous import.

Please reconsider our request to you and your City Council to write a letter urging the significance and relevance of producing an EIR that responds to the existing activity at this facility. We would also appreciate, (whatever your response) that you forward our request to the Mayor and City Council asap for their review and consideration rather than waiting until October. As time moves forward on this issue, our luck is waning. Seismic activity is imminent and anything better than a 5.5 magnitude (the standard to which tanks are built) could end up with incredibly devastating circumstances.

Thanks
Janet Gunter

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

From: Kit Fox <kitf@rpv.com>

To: 'Janet Gunter' <arriane5@aol.com>

Cc: 'Carolynn Petru' <carolynn@rpv.com>; 'Carolyn Lehr' <clehr@rpv.com>

Sent: Mon, Aug 29, 2011 7:42 am

Subject: RE: Important.....Letter to LA City Attorney with action item on LPG Tanks

Dear Janet:

Thank you for your recent e-mail. As you may know, at the request of San Pedro and Peninsula Homeowners United, the Rancho Palos Verdes City Council has previously authorized the Mayor to sign letters to then-Councilwoman (now-Congresswoman) Janice Hahn, Senator Dianne Feinstein and Senator Barbara Boxer about the Rancho LPG butane storage facility. For your reference, copies of these letters are attached. None of these letters has called for the relocation of the facility or the revocation of permission for the use of rail right-of-way. We are aware (from reports in the media) of the recent incident with the propane tank car fire in Lincoln, CA, which lead to the evacuation of nearby residents.

In reviewing the letter prepared by Mr. Patchett, we note that he claims that an EIR should have been prepared in 2005 when the Port of Los Angeles refused to renew the previous operator's lease for Berth 120. Even if this is the case, we believe that the statute of limitations to challenge the Port of Los Angeles' action (or refusal to take action, as it were) on CEQA grounds probably ran out several years ago. Mr. Patchett's letter seems to invoke Section 15321 of the State CEQA Guidelines as a basis for the Port and/or City of Los Angeles to revoke Rancho LPG's permission to use rail lines serving their property. We do not know if the Port and/or the City have such a right or not. However, please note that Section 15321 of the State CEQA Guidelines is actually a description of a "Categorical Exemption" from CEQA, whereby, if the Port or City took action to revoke a lease or other similar permission, such action itself might not be subject to CEQA.

We will continue to keep the Rancho Palos Verdes City Council apprised of the status of the Rancho LPG facility in the bi-monthly Border Issues Status Report. A copy of your e-mail will be provided to the City Council when this matter comes before them again on October 4th.

Sincerely,

Kit Fox, AICP

Senior Administrative Analyst

City of Rancho Palos Verdes

30940 Hawthorne Blvd.

Rancho Palos Verdes, CA 90275

T: (310) 544-5226

F: (310) 544-5291

E: kitf@rpv.com

9/20/2011

C-310

From: Janet Gunter [<mailto:arriane5@aol.com>]

Sent: Friday, August 26, 2011 8:48 AM

To: kitf@rpv.com

Subject: Important.....Letter to LA City Attorney with action item on LPG Tanks

Hi Kit-

Please review the attached letter and see if you can introduce it for support from your City Council. This proposed action could very easily assist us in reducing the enormous risk from Rancho LPG by initiating the long overdue EIR process which will begin a public exchange on this very urgent issue. The LAUSD is going to submit a letter very soon that will also request the same action from our City Attorney. We hope that your Council will do the same.

Thanks Kit. I look forward to hearing from you with any thoughts/directions.

Sincerely,
Janet Gunter (310) 251-7075

LAW OFFICES OF ANTHONY G. PATCHETT

P.O. BOX 5232

Glendale, California 91221-1099

818-243-8863 Fax 818-243-9157

Email: mrenvirlaw@sbcglobal.net

August 26, 2011

CARMEN TRUTANICH

CITY ATTORNEY

CITY OF LOS ANGELES

CITY HALL EAST, 8TH Floor

200 N MAIN ST

Los Angeles, California 90012

Fax (213) 987-8312

**RE: REVOCATION OF RANCHO's USE OF RAIL LINE OVER CITY
PROPERTY**

Dear City Attorney Trutanich:

The concerns of my clients, The San Pedro and Peninsula Homeowners United, have only been magnified by the recent incident of the LPG rail car fire in Northern California. The intensity of that situation and evacuation of people over a mile away to avoid risks from such a minimal amount of Liquid Propane Gas has confirmed their anxiety regarding the enormous Rancho LPG storage facility in San Pedro.

At our meeting with you in April, you emphasized that the facility was in compliance and invited us to find a way that your office could legally mitigate the situation in order to ensure a safer environment for our residents. It has now become evident how you can accomplish that goal.

As you know, this facility was introduced without a proper Environmental Impact Report or Risk Assessment in 1973 to transport their liquid energy gas through a wharf at the adjacent Port of Los Angeles. The deficiencies of the original permitting process and lack of compliance with the California Environmental Quality Act at this facility during that time is a matter of record and the subject of an extensive LA Times article written in 1978 by reporter, Larry Pryor.

For over 30 years and through a change of ownership, the LPG facility has captured its greatest business opportunity through the transport of the explosive commodity by sea. In 2005, the Port of LA refused (for safety reasons) to renew the facility's wharf lease dramatically altering the LPG business operation and forcing 100% of the transportation of the hazardous gas by truck and rail. Under CEQA law and the California Code of Regulations, this alteration should have triggered a new and complete Environmental Review Process. That never happened. The shift to transportation from sea to rail and

truck is an inherently more dangerous mode of transportation and is vastly different from the original facility that was grand fathered in through time.

In 2005, the issue of the Port's lease renewal of (then) Amerigas LPG came before the Los Angeles City Council. On July 5th, 2005, the enclosed Motion was moved by now Harbor Commission President, Cindy Miscikowski, and unanimously approved by the Los Angeles City Council. This motion promotes the termination of the port pipeline and underscores the need to relocate the hazardous facility. The Motion refers the item to the Commerce, Energy and Natural Resources Committee. However, there was no further action taken in the following 6 years from either the LA City Council or the assigned committee. Considering the volatile nature and high risk potential to citizens, this inaction is inexcusable.

The Port and City of LA currently have jurisdiction over the rail line that Rancho now uses to conduct its business in rail transport. It is clear that this facility in their change of operation has missed a giant step in proper procedure by not having to comply with CEQA law with respect to that change.

We hereby request that your office and the Port of Los Angeles withdraw rail permission rights until Rancho LPG has completed their overdue environmental review process that reflects the current operation and adequately meets the legal requirements of CEQA law. By doing this, you will have asserted your authority as LA City Attorney in your duty to properly protect the residents of our City. This is an urgent matter that demands your immediate action. We look to your leadership to guarantee the safety and well being of our public.

Title 14. California Code of Regulations
Chapter 3. Guidelines for Implementation of the
California Environmental Quality Act

15321. Enforcement Actions by Regulatory Agencies

Class 21 consists of:

(a) Actions by regulatory agencies to enforce or revoke a lease, permit, license, certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency. Such actions include, but are not limited to, the following:

(1) The direct referral of a violation of lease, permit, license, certificate, or entitlement for use or of a general rule, standard, or objective to the Attorney General, District Attorney, or City Attorney as appropriate, for judicial enforcement;

(2) The adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective.

Sincerely,

Anthony G. Patchett

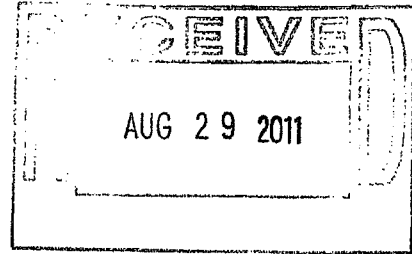
Invitation letter for Rancho LPG community relations meeting

RANCHO

LPG Holdings LLC

August 22, 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 maintain 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 **6:00pm on Wednesday September 14, 2011** at the Crown Plaza Hotel at 601 South Palos Verdes Street, San Pedro.

Rancho wishes to limit the meeting to no more than four representatives from each neighborhood council, community group, or public agency/office. The meeting is by invitation only. Please RSVP by phone, e-mail, or letter. 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 iviramontes@rancholpg.com or 310-833-5275.

Sincerely,

A handwritten signature in black ink that reads "Ron Conrow". The signature is fluid and cursive.

Ron Conrow
Rancho LPG Holdings, LLC

**Agenda and handouts from
Rancho LPG community relations meeting**



Community Relations Meeting

September 14, 2011, 6:00 p.m. – Crown Plaza Hotel

AGENDA

■/ **Introductions & Welcome - Dan Kelly**

■/ **Presentation - Ron Conrow**

/ **Company/Facility Overview**

/ **Safety**

/ **Offsite Consequences**

/ **Facility Security**

/ **Facility Improvements – 2011**

/ **Regulatory/Governmental Oversight**

Community Relations

Q & A

Adjourn – Hope to See You at Our Next Meeting

Glossary of Terms

BLEVE : Boiling Liquid-Expanding Vapor Explosion. The sudden, catastrophic failure of a pressure vessel at a time when its liquid contents are well superheated. (BLEVE is normally associated with the rupture, due to fire impingement, of a pressure vessel containing liquefied gases.

Flash Fire: The transient combustion of a vapor cloud.

Pool Fire: Continuous combustion of flammable gas emanating from a pool of liquid.

Torch Fire: Continuous combustion of flammable fluid that is being released with considerable momentum.

Vapor Cloud Explosion: Extremely rapid combustion of a flammable vapor cloud, resulting in a blast wave.

Quantitative Risk Analysis: The development of a quantitative estimate of risk based upon engineering evaluation and mathematical techniques for combining estimates of incident consequences and frequencies.

Hazard Zone: The area over which a given incident outcome is capable of producing undesirable consequences (e.g., skin burns) that are equal to or greater than some injury or damage level (e.g., second degree burns). Sometimes referred to as a "hazard footprint".

Vulnerability Zone: The area within a circle created by rotating a hazard zone around its point of origin. Any point within that circle cloud, under some set of circumstances, be exposed to a hazard level that equals or exceeds the endpoint used to define the hazard zone. However, except for accidents that produce circular hazard zones (e.g., BLEVEs and confined explosion), only a portion of the area within the vulnerability zone can be affected by a accident.

References:

Center for Chemical Process Safety text titled "Guidelines for Chemical Process Quantitative Risk Analysis".
"Chemical Engineers Handbook".

April 11, 2011

Ms. Mary Wesling
EPCRA/RMP Enforcement Coordinator
US EPA Region IX (SFD-9-3)
75 Hawthorne Street
San Francisco, CA 94105

Dear Ms. Wesling,

On March 3 I received an email from you requesting that I perform the following services:

Evaluate accuracy of four documents with regards to potential damage caused from a worst-case chemical release of butane and/or propane from the Rancho LPG Holdings LLC, (Parent Company: Plains LPG, Inc and Plains All American, Inc.) San Pedro, California Terminal, located at 2110 North Gaffey Street, San Pedro, CA. Prepare a report detailing your analysis of the risk analyses detailed in the following documents. Please provide your expert opinion on the validity of conclusions in each report.

The documents include:

- 1) "Quantitative Risk Analysis for Amerigas Terminal; prepared in consideration of Amerigas Propane L.P.; 2110 North Gaffey Street, San Pedro, CA 90731" dated September 2010, by Cornerstone Technologies, Inc. Long Beach, CA. (35 pp)
[Note: the facility was purchased 3 years ago by Plains LPG, Inc. and has not operated under the Amerigas name since purchase.]
- 2) Letter Report, dated 9/21/10, Quest Consultants, Inc. to Tony Puckett, Plains All American, Re: Butane Depot Consequence Analysis (12 pp)
- 3) Letter, dated 10/27/10, Rancho LPG Holding LLC to Mr. John Greenwood, Chair Planning and Land Use Committee, San Pedro CA, Re: Cornerstone Technologies, Inc.'s *Quantitative Risk Analysis for Amerigas Butane Storage Facility, dated September, 2010.* (3 pp)
- 4) Letter Report, dated 10/27/10, Quest Consultants, Inc. to Ronald Conrow, Rancho LPG Holdings, LLC, Re: Review of Cornerstone Report, QCI Project 6774. (13 pages)

During this evaluation I did not receive any additional information beyond what was provided in the reports, nor did I have any contact with any of the principals involved.

For full disclosure, I have heard of Quest Consultants in the past. I believe they presented papers at the AIChE Global Congress on Process Safety in the past, which I attend. They also

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D. A. Crowl to M. Wesling
April 11, 2011
Page 2

published a paper in *Process Safety Progress* in 2009 – I was co-editor of that journal at that time but I cannot recall if I was assigned this paper. I do not recall ever meeting or talking with any of the Quest folks, but this might have occurred casually during the Global Congress. I have never had a business relationship with Quest, or any meaningful contact with any of their employees, that I can recall.

I have never heard of Cornerstone Technologies, nor am I aware of having any contact or relationship of any kind with any of the principals involved.

I do not have any financial interest or any past or present relationship with Rancho LPG Holdings LLC, or its parent company Plains LPG, Inc and Plains All American, Inc.

The North Gaffey Street facility has two very large storage tanks containing liquid butane.

This facility has several design features that dramatically impact the quantitative risk analysis (QRA) for this facility. These features reduce the consequences of an accident and thus reduce the risk. Thus, any QRA procedure that ignores these features will not have a meaningful result and will very likely dramatically overestimate the consequences and risk.

These design features are:

1. The butane is stored in refrigerated storage vessels at a temperature of 28°F, below the normal (1 atm) boiling point of 31.1°F.
2. A remote impoundment area exists a short distance from the storage vessels to collect and contain any liquid that is discharged during an emergency situation.
3. The storage vessels are insulated, low pressure, vertical storage vessels.

I will discuss these features in more detail so that the reader can understand how these design features impact the QRA.

Butane at room temperature and pressure is a gas. It is liquefied to decrease the volume in order to make it easier to store and ship. There are two approaches to storing butane as a liquid.

In the first approach (pressure case), the butane is stored in a high pressure vessel which exerts adequate pressure on the butane to maintain it in liquid form at room temperature. In this case, to store liquid butane at a temperature of 77°F requires a pressure equal to its vapor pressure at this temperature, which is 35.2 psia (20.5 psig = 1.4 atm gauge). If a hole develops in the storage vessel below the liquid level, the liquid will be driven out of the hole at a high rate by the high storage pressure in the vessel. Furthermore, since the butane liquid is stored at a temperature above its normal boiling point, a large fraction of the butane liquid will almost instantly flash into vapor as it escapes through the hole. This vapor will then mix with the surrounding air to form a potentially flammable mixture. If the mixture is ignited, an explosion or fireball will result. This type of accident would have considerable impact on the surrounding area.

The second approach (refrigeration case) is to refrigerate the butane to keep the temperature below its normal boiling point. Since the refrigeration – not the pressure – maintains the butane

D. A. Crowl to M. Wesling
April 11, 2011
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as a liquid, the butane liquid can be stored in a low pressure vessel. The pressure in this vessel must be maintained at a pressure equal to or above the vapor pressure of the liquid butane at 28°F, which is 0.94 atm absolute. A small amount of nitrogen is probably added to the vapor space of the vessel to maintain the pressure slightly above the outside pressure – for this specific butane case the storage vessel pressure is slightly less than 1 psig. If a hole develops in the tank below the liquid level, the discharge rate of the liquid through the hole will be smaller than the discharge rate for the pressure case due to the lower pressure in the vessel. Furthermore, none of the butane liquid will flash into vapor until its temperature is increased to its boiling point of 31.1°F. The liquid will drop to the ground and form a pool of boiling butane with the boiling rate determined by the heat transfer from the ground. The boiling rate for this pool will initially be high since the ground is warm, but the boiling rate will diminish as the ground is cooled by the colder butane. The rate at which butane vapor is formed in this case will be much less than for the pressure case. Thus, the geometric extent of the vapor cloud will be less. If the vapor were ignited, the explosion would be smaller. A flash fire and subsequent pool fire are more likely.

The advantages to the refrigeration case over the pressure case are: 1) the storage vessel pressure is much lower, resulting in a lower discharge of liquid, and 2) very little of the cold butane liquid will flash into vapor until it reaches the warmer ground and more will remain as liquid in the boiling pool.

The consequences for the refrigeration case are less than the pressure case because the rate at which butane vapor is produced will be less, resulting in a smaller vapor cloud than in the pressure case.

Since the consequences of the refrigeration case are less, so is the risk, assuming the probability stays the same.

The North Gaffey Street facility uses the refrigeration case.

The remote impoundment area also decreases the consequences of an accident and decreases the risk. Any liquid butane that leaks out of the storage vessels or associated piping is drained away from the storage vessels to the impoundment area. This decreases the accident consequences in the following two ways. First, the impoundment area is remote from the storage vessels. Thus, if the impoundment area fills with butane and catches on fire, the storage vessels will not be directly exposed to this fire. This is important since a storage vessel exposed to fire might eventually fail. Second, the impoundment area reduces the surface area of the potential pool decreasing the evaporation rate of the butane.

The North Gaffey Street facility storage vessels are also insulated. This is used to reduce the heat transfer to the butane from the outside of the tanks to reduce the refrigeration load required to keep the butane at 28°F. It also decreases the consequences of an accident by providing additional fire protection in the event of an external fire. The insulation decreases the heat transfer to the butane liquid from the external flames.

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The storage vessels are also low pressure storage vessels. This means that a BLEVE – boiling liquid expanding vapor explosion - is not possible. A BLEVE requires a high pressure storage vessel.

Finally, the storage vessels are vertical storage vessels, rather than more traditional spheres. Spheres have the problem that they must be elevated from the ground, providing an exposed surface at the bottom of the sphere. This exposed surface would have high heat transfer from any ground fires during an accident. For a vertical vessel, with the bottom of the vessel on the ground, only the outer lower surface of the vessel is exposed to the fire. The exposed area is less than the exposed area for the sphere. Thus, the total heat transferred from the fire is less for a vertical vessel than for a sphere.

As I stated earlier, the design features I just discussed dramatically reduce the accident consequences and risk. If these features are not included in the QRA, then the consequences of an accident and subsequent risk will be substantially overestimated.

It is clear to me that the Cornerstone Technologies report did not include these design features in their analysis and as a result they overestimated the consequences of an accident scenario and over-predicted the risk.

I will review each of the scenarios from the Cornerstone Technologies report (report 1).

Alternative Release – Vapor Cloud Explosion #1

This assumes a puncture of the vessel. This in itself is not a likely scenario since the vessel is in a protected area. A more realistic scenario is rupture of a pipe connected to the vessel.

The scenario also assumes that all of the liquid escaping will vaporize instantly – a physically impossible situation with refrigerated butane as discussed above.

Alternative Release – Vapor Cloud Explosion #2

The scenario also assumes that all of the vapor escaping will vaporize instantly – a physically impossible situation with refrigerated butane as discussed above.

Alternative Release – Pool Fire #1

In this case the size of the pool is very important to estimate the heat load. The Cornerstone Technologies report does not say anything about the pool size. The size of the pool is limited by the size of the impoundment area. I believe the area of the impoundment area is less than the area of the pool used for the Cornerstone Technologies calculation. Thus, the vaporization rate of the butane is much too high.

Alternative Release – Pool Fire #2

Same issues as Alternative Release – Pool Fire #1

Worst-Case Scenario – Vapor Cloud Explosion #1

This scenario assumes that the entire butane liquid inventory of one tank is instantly vaporized – a phenomenon that is physically impossible. In reality, if this were to occur the liquid would

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flow into the impoundment area and a boiling pool would result. The rate of vapor release would be significantly lower than an instantaneous release.

It is also unlikely that the vapor would disperse to a precisely flammable mixture and then ignite at that exact instant.

Worst-Case Scenario – Vapor Cloud Explosion #2

Same issues as Worst Case Scenario – Vapor Cloud Explosion #1.

Alternative Release – BLEVE #1

The definition of a BLEVE used in the Cornerstone Technologies report is not correct. Thus, this case is technically invalid.

Alternative Release – BLEVE #2

Same issue as Alternative Release – BLEVE #1. This is technically invalid.

The Cornerstone Technologies Report used the EPA's RMP*Comp software to estimate the consequences of each scenario. This software is free from EPA and is not appropriate for application to do a QRA. I would never recommend or consider use of this software for this application.

The Quest Consultants Report contains much more realistic scenarios that includes the safety features that I described at the beginning of my report. They used the CANARY computer code to estimate the consequences of the scenarios. I do not have access to this code, nor have I used it. I have heard of CANARY and believe that it is a very credible code for application for these scenarios.

The Quest Consultants report assumed a full-bore rupture of a 14-inch line. This is actually fairly conservative – most risk analysts I know assume that only a fraction of the pipe area contributes to the release – some as low as 20% of the pipe area for this size pipe.

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Summary

The Cornerstone Technologies report defines unrealistic scenarios by not including many of the safety design features used in this facility. Many of the scenarios were not physically possible or technically invalid. Furthermore, they used a free computer code that was not designed for this type of analysis.

The Quest Consultants report defines very realistic scenarios which properly includes the safety design features for this facility. They used a much more capable computer code to estimate the consequences. The calculations were completed using technically valid and industry standard approaches.

To the best of my expert opinion, the Quest Consultants report is by far the superior analysis of the consequences of an accident at the Plains LPG North Gaffey Street facility.

Sincerely,



Daniel A. Crowl
Professor
906-487-3221
crowl@mtu.edu

Follow-up letter and attachments from Rancho LPG



September 21, 2011

Mr. Kit Fox
Associate Planner
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275-5391

Dear Mr. Fox,

Sorry you were unable to attend our last community meeting held on September 14. However, So Kim did attend as to represent the City Of Rancho Palos Verdes group. Much of the discussion was focused on offsite consequences associated with the Gaffey Street facility. As you know, in September 2010 the Northwest San Pedro Neighborhood Council (NWSPNC) commissioned Cornerstone Technologies of Long Beach to perform a Quantitative Risk Analysis (QRA) on the facility. The Cornerstone Report showed scenarios for eight potential incidents and related offsite consequences...with the largest impact being approximately 6.8 miles in diameter.

At the request of the NWSPNC, Rancho commissioned Quest Consultants (Quest), a leading safety and risk analysis engineering firm to review and evaluate the Cornerstone Report. Quest's evaluation indicated the Cornerstone Report to be an inaccurate assessment of the Rancho facility based upon the following criteria: the Cornerstone Report does not contain the minimum elements required for a QRA, improper modeling tools were utilized to input data thus inaccurate results were generated, many of the scenarios were technically invalid or physically impossible (instantaneous vaporization of 25mm gallons of liquid butane), and emergency containment equipment was not factored into any of the scenarios. As a result, the Cornerstone Report is *not an accurate* assessment of the risks and consequences associated with the Rancho facility. Additionally, at a community meeting in January 2011, Quest gave a full presentation showing the true risks and offsite consequences associated with the facility. I believe you were in attendance?

In an effort to clarify this issue and to placate a group of San Pedro activists, the Environmental Protection Agency (EPA) commissioned Professor Daniel A. Crowl, head of Chemical Engineering at Michigan Technological University (MTU) to review both the Cornerstone and Quest Reports and to provide his expert written opinion of the findings. The objective of the EPA was to have an unbiased third party expert review both reports as to accuracy and validity regarding the risks and offsite consequences associated with the Rancho facility. Attached for your review is the MTU Report from Professor Crowl which clearly states the Cornerstone Report *contains unrealistic and physically impossible scenarios*. He further states the Quest Report contained calculations and scenarios which were technically valid and used industry standard approaches. In his conclusion Professor Crowl declares, "To the best of my opinion, the Quest Consultants report is by far the superior analysis of the consequences of an incident at the Plains LPG North Gaffey Street facility".

Therefore, the unbiased MTU Report should put an end to the activist's contention that the Rancho facility could generate an offsite consequence with a worst case impact of 6.8 miles in diameter resulting in the loss of thousands of lives and causing considerable damage to the surrounding communities and extending as far as the Ports of Los Angeles and Long Beach. The MTU Report was shared during the recent community meeting and copies have been sent to all three San Pedro Neighborhood Councils, the local representatives Senator Dianne Feinstein, Congresswoman Janice Hahn, Supervisor Don Knabe, Mayor Villargoisa, LAUSD, LAFD, LA City Attorney, and to Mr. John Talbot of Cornerstone Technologies.

Rancho remains committed to continue meeting with local neighborhood councils, elected officials, and government agencies in order to promote open dialogue concerning our Gaffey Street facility. We remain focused on operating the facility in a prudent manner with the safety of our employees and the community ever present in our minds.

Please let me know if you require additional information concerning the facility or require copies of the Cornerstone and/or Quest Reports for your reference. I appreciate your participation at the Rancho community meetings. Please feel free to share this information among your group.

Sincerely,

Ron Conrow

Western District Manager
Plains LPG Services, LP (Rancho)
Shafter, CA

Office: 661-368-7917

Mobile: 661-319-9978

Fax: 661-746-4037

Ronald.Conrow@plainsmidstream.com

RANCHO

LPG Holdings LLC

September 09, 2011

Mr. John R. Talbot
Cornerstone Technologies, Inc.
1650 Ximeno Avenue, Suite 210
Long Beach, CA 90804

Subject: Cornerstone Technologies, Inc.'s *Quantitative Risk Analysis for Amerigas Butane Storage Facility*, dated September, 2010. (referred to as the "Report")

Dear Mr. Talbot,

On October 27, 2010 Rancho LPG Holdings sent a letter informing you that the Report issued to the NW San Pedro Neighborhood Council was not an accurate reflection regarding potential risks relating to our Gaffey Street facility. We formally advised you that the conclusions drawn in the subject Report included some fundamental inaccuracies.

We commissioned Quest Consultants Inc., an engineering and safety consulting firm with considerable experience in preparing such studies for Liquefied Petroleum Gas storage facilities, to review the Report. Quest's findings were outlined in that letter and Quest's full evaluation of the Report was attached. We attempted, unsuccessfully, to contact Cornerstone Technologies to discuss these matters and to invite you to the NW San Pedro Neighborhood Council's Planning and Land Use meeting on October 28, 2010 to discuss the Report and Quest's findings. Additionally, you were invited to attend Rancho's meeting with community leaders in January 2011 at which time we would present a detailed and accurate assessment of the risks associated with our facility.

In an effort to get an unbiased third party opinion of the Report, the Environmental Protection Agency (EPA) commissioned Professor Daniel A. Crowl, Head of the Chemical and Sciences and Engineering Department at Michigan Technological University to review and provide his expert opinion on the validity and conclusions in both the Cornerstone Technologies and the Quest Consultant's reports. A copy of Professor Crowl's evaluation and expert opinion is attached for your review.

In summary, Professor Crowl's expert opinion states "The Cornerstone Technologies report defines unrealistic scenarios by not including many of the design features used in this facility. Many of the scenarios were not physically possible or technically valid. Furthermore, they used a free computer code that was not designed for this type of analysis"

This letter is to inform you that copies of Professor Crowl's evaluation and conclusion have been sent to the following: Northwest, Central, and Coastal San Pedro Neighborhood Councils, the Rancho Palos Verdes Neighborhood Council, Los Angeles Fire Department (CUPA Representative), and to regulatory agencies with facility oversight and to local elected officials.

We believe the Michigan Technological University report, coupled with the Quest evaluation, clearly demonstrate that the Cornerstone Report contains numerous scenarios which are technically invalid or physically impossible. As a result, the conclusions are not an accurate assessment of the risks associated with the Gaffey Street facility.

We plan to discuss the above findings during our meeting with community leaders and officials scheduled for 6:00pm on September 14, 2011 at the Crown Plaza Hotel in San Pedro. You are invited to attend this meeting.

Meanwhile, please advise if you have any questions on the above.

Regards,



Ron Conrow

District Manager

[Rancho LPG Holdings]

A division of Plains Midstream Canada

Cc:

Ms. Diana Nave, President – NW San Pedro Neighborhood Council

Mr. John Greenwood, Chair- NWSPNC Planning and Land Use Committee

NWSPNC agenda and attachments regarding
Marymount College's San Pedro Campus



***Northwest San Pedro Neighborhood Council
Planning and Land Use Committee Agenda***

Thursday, July 28, 2011, 6:30 p.m.
San Pedro City Hall, Room 452

Agenda

1. Call to Order and Introductions – John Greenwood
2. Consider Chipotle Grill Application for Conditional Use Permit
3. Consider Marymount College Traffic Study and Application for Conditional Use Permit
4. Report from Council Office – Gordon Teuber
5. Public Comment on Non-Agenda Items
6. Adjourn – Next Meeting, 6:30 pm Thursday August 25, 2011

Note: Anything on this Agenda Could Result in a Motion

To Contact us: www.nwsanpedro.org, board@nwsanpedro.org, or 310-732-4522

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and upon request will provide reasonable accommodation to ensure equal access to its programs, services, and activities. Sign language interpreters, assisted listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability of services please make your request at least 3 business days (72 hours) prior to the meeting by contacting the Department of Neighborhood Empowerment at 213-485-1360.

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Yes	Spring 2011	208 Home	Yes	92656
Yes	Spring 2011	208 Home	Yes	90274
Yes	Spring 2011	208 Home	Yes	55454
Yes	Spring 2011	208 Home	Yes	90732
Yes	Spring 2011	208 Home	Yes	90044
Yes	Spring 2011	208 Home	Yes	90277
Yes	Spring 2011	208 Home	Yes	90717
Yes	Spring 2011	208 Home	Yes	90740
Yes	Spring 2011	208 Home	Yes	90266
Yes	Spring 2011	208 Home	Yes	90277
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90254
Yes	Spring 2011	208 Home	Yes	90810
Yes	Spring 2011	208 Home	Yes	90242
Yes	Spring 2011	208 Home	Yes	91344
Yes	Spring 2011	208 Home	Yes	90250
Yes	Spring 2011	208 Home	Yes	90712
Yes	Spring 2011	208 Home	Yes	90006
Yes	Spring 2011	208 Home	Yes	91011
Yes	Spring 2011	208 Home	Yes	91001
Yes	Spring 2011	208 Home	Yes	92118
Yes	Spring 2011	208 Home	Yes	90274
Yes	Spring 2011	208 Home	Yes	90732
Yes	Spring 2011	208 Home	Yes	90805
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90274

Yes	Spring 2011	208 Home	Yes	90505
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90732
Yes	Spring 2011	208 Home	Yes	92562
Yes	Spring 2011	208 Home	Yes	96790
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90732
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	90807
Yes	Spring 2011	208 Home	Yes	90250
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	6830
Yes	Spring 2011	208 Home	Yes	
Yes	Spring 2011	208 Home	Yes	90266
Yes	Spring 2011	208 Home	Yes	
Yes	Spring 2011	208 Home	Yes	90723
Yes	Spring 2011	208 Home	Yes	91361
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	
Yes	Spring 2011	208 Home	Yes	90245
Yes	Spring 2011	208 Home	Yes	90274
Yes	Spring 2011	208 Home	Yes	90003
Yes	Spring 2011	208 Home	Yes	90275
Yes	Spring 2011	208 Home	Yes	94010
Yes	Spring 2011	208 Home	Yes	90806
Yes	Spring 2011	208 Home	Yes	90810
Yes	Spring 2011	208 Home	Yes	90037
Yes	Spring 2011	208 Home	Yes	90277
Yes	Spring 2011	208 Home	Yes	90277
Yes	Spring 2011	208 Home	Yes	90731
Yes	Spring 2011	208 Home	Yes	95070
Yes	Spring 2011	208 Home	Yes	91011
Yes	Spring 2011	208 Home	Yes	90245
Yes	Spring 2011	208 Home	Yes	90064
Yes	Spring 2011	208 Home	Yes	90266

KOA CORPORATION

Marymount College Palos Verdes Drive North Campus Study Intersections

1. Western Ave & Pacific Coast Hwy
2. Normandie Ave & Pacific Coast Hwy
3. Vermont Ave & Pacific Coast Hwy
4. Western Ave & Anaheim St
5. Palos Verdes Dr E & Palos Verdes Dr N
6. Western Ave & Palos Verdes Dr N
7. President Ave & Palos Verdes Dr N
8. Gaffey St/Vermont Ave & Anaheim St/Palos Verdes Dr N
9. Figueroa Pl & Anaheim St
10. Figueroa St & Anaheim St
11. Palos Verdes Dr E & Miraleste Dr
12. Western Ave & Trudie Dr/Capitol Dr
13. Miraleste Dr & Via Colinita Ave
14. Western Ave & Crestwood St
15. Miraleste Dr & 1st St
16. Western Ave & 1st St
17. Palos Verdes Dr E & Crest Rd/Marymount College Dwy

Marymount College Palos Verdes Drive N. Campus- Traffic Study

List of Related projects

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
City of Los Angeles				
1	Proposed	ENV-2010-1216-CE 1401 W. 253rd Street	Condominium	2 DU
			Existing Commercial	-3,500 GSF
2	Proposed [NT]	ENV-2009-1034-EAF, HRB09-003 1717 W. 255th Street	Private School (K-8)	225 Students
			Existing Private School (K-8)	-47 Students
			Existing Day Care Center	-20 Students
3	Proposed	ENV-2009-3936-EAF, HRB10-001 25621 S. Normandie Avenue	Day Care	84 Students
4	Under Construction [NT]	ENV-2006-4723-EA	Medical Office Building	303,000 GSF
		Kaiser Permanente South Bay Master Plan	Warehouse	42,500 GSF
		25825 Vermont Avenue	Hospital	260 Beds
5	Proposed	CPC-2006-10244-ZC 1450 W. Pacific Coast Highway	Condominium	57 DU
6	Proposed	ENV-2007-804-EAF 25941 S. Belle Porte Avenue	Condominium	30 DU
7	Proposed	ENV-2008-95-EAF 1616 W. 260th Street	Apartment	8 DU
8	Proposed	ENV-2005-5459-MND, TT-63729 26378 S. Vermont Avenue	Condominium	44 DU
9	Proposed	HRB10-005 1524 Palos Verdes Drive North	Affordable Housing	76 DU
10	Proposed	ENV-2006-9652-MN 931 Frigate Avenue	Private Elementary School	128 Students
11	Under Construction [NT]	Community Plan 97-0050-CPU 401 Hawaiian Avenue	Condominium	115 DU
			Apartment	120 DU
			Single-Family Residential	76 DU
			Senior Housing	100 Occ. DU
12	Proposed	TRAPAC Container Terminal TRAPAC Container Expansion Berths 136-147	Marine Terminal	57 Acres
13	Proposed	Yang Ming Container Terminal Berths 121-131	Marine Terminal	N/A
14	Proposed	ZA-2010-1604-CU 750 W. Basin Street	Self-Storage	44,341 GSF
15	Proposed	China Shipping Container Terminal China Shipping Line - Phases II and III	Marine Terminal	70 Acres

Marymount College Palos Verdes Drive N. Campus- Traffic Study

List of Related projects

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
16	Under Construction [NT]	ZA-2007-2966-ZV Toberman Village 201 N. Palos Verdes Street Berths 97-108	Apartment	49 DU
17	Proposed	Ocean View 111 and 203-233 N. Harbor Boulevard	Apartment Retail Less 50% Pass-By	158 DU 8,000 GLSF
18	Proposed	META Housing Corporation 303 S. Pacific Avenue	Senior Housing	70 DU
19	Under Construction [NT]	Port Police Station & Charter School 330 S. Centre Street	Office Police Headquarters Charter School	12,500 SF 155 Employees 580 Students
20	Proposed [NT]	ENV-2007-1514-EA 327 & 407 N. Harbor Boulevard	Condominium	94 DU
21	Proposed	San Pedro Waterfront (Bridge to Breakwater) of the Port of Los Angeles 425 S. Palos Verdes Street Berths 45-95	Cruise Ship Terminal Retail Restaurant Conference Center Warehouse R&D Site Public Open Space	2 Terminals 175,000 GSF 125,000 GSF 75,000 GSF 70,000 GSF 13 Acres 18 Acres
22	Proposed	2006-CEN-3299 Palos Verdes Street Housing 550 and 560 S. Palos Verdes Street	Townhouse Apartment Retail Less 50% Pass-By Restaurant Less 20% Pass-By	85 DU 245 DU 8,880 GLSF 3,000 GSF
23	Proposed	Sepia Homes 812 S. Pacific Avenue	Condominium	90 DU
24	Proposed	281 W. 8th Street	Townhouse Retail Less 50% Pass-By	72 DU 7,000 GLSF
25	Proposed	TT-68723-CN 255 W. 8th Street	Condominium Apartment	43 DU 4 DU
26	Proposed	420-430 W. 9th Street	Condominium	25 DU

Marymount College Palos Verdes Drive N. Campus- Traffic Study

List of Related projects

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
27	Proposed	ENV-2009-4097-CE Harbor Interfaith Services 678 W. 9th Street	Family Resource Center and Childcare Facilities	15,398 GSF
28	Proposed	AA-2008-2427-COC 576 W. 10th Street	Condominium	4 DU
29	Proposed	ZA-2008-4396-ZAA 1325 S. Beacon Street	Condominium	3 DU
30	Proposed	ENV-2008-1046-EAF 1831 S. Pacific Avenue	Convenience Market Less 50% Pass-By	2,700 GSF
31	Proposed	West Channel/Cabrillo Miner Street and 22nd Street	Land Development	47 Acres
32	Proposed	ENV-2007-3326-EAF 2345 S. Gaffey Street	Apartment	7 DU
33	Proposed	AA-2010-1580-PMLA 906 W. 30th Street	Condominium	3 DU
34	Proposed [NT]	HRB08-001 3200 S. Alma St	High School Adult Evening School	810 Students 450 Students
35	Proposed	HRB10-006 1603 W. 25th Street	Bank with Drive-Through Less 20% Pass-By Existing Auto Care Center	3,700 GSF -1,046 GLSF
36	Proposed	HRB10-009 Ponte Vista at San Pedro	Single-Family Residential Condominium Apartment Park	143 DU 600 DU 392 DU 2.8 Acres
37	Proposed	HRB08-004 511 S Harbor Blvd	Condominium Retail Existing High-Turnover Restaurant	458 DU 5,000 GSF 4,000 GSF

Marymount College Palos Verdes Drive N. Campus- Traffic Study

List of Related projects

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
City of Rancho Palos Verdes				
1	Proposed	Northwest corner of Granvia Altamira and Hawthorne Boulevard	Pharmacy	10,880 GSF
			Remove Gas-Station	-8 VFP
2	Proposed	Chevron with Car Wash 27774 Hawthorne Boulevard	Gas Station With Convenience Market and Car Wash	6 VFP
3	Approved	Highridge Condominium Project 28220 Highridge Road	Condominium	28 DU
4	Partially Built [NT]	TTM No. 52666 3200 Palos Verdes Drive West	Single-Family Residential (10 Homes Built)	3 DU
5	Permit Expired 10/09	Hawthorne/Crest Office Building 29941 Hawthorne Boulevard	Office	7,232 GSF
6	Proposed	Crestridge Estate LLC 5601 Crestridge Road	Senior Center Senior Condominium	10,000 SF 90 DU
7	Under Construction [NT]	The Mirandela Project Northwest corner of Crestridge Road and Crenshaw Boulevard	Senior Apartment	34 DU
8	Approved	St. John Fisher Church Expansion 5488 Crest Road	Day Care Center New Building Remove Existing Building	40 Students 32,426 SF -10,329 SF
9	Partially Built [NT]	Ocean Front Estates Seaward side of Palos Verdes Drive West terminus of Hawthorne Boulevard	Single-Family Residential (74 Homes Built)	5 DU
10	Approved	Point Vicente Animal Hospital 31270 Palos Verdes Drive West	Animal Hospital	5,759 GSF
11	Proposed	The Annenberg Project at Lower Point Vicente 31501 Palos Verdes Drive West		
12	Partially Built [NT]	Trump National Golf Club Palos Verdes Drive South/west of Shoreline Park	Single-Family Residential Affordable Housing (5 Homes Built)	54 DU 4 DU
13	Proposed	Zone 2 Landslide Moratorium Ordinance Revision North of Palos Verdes Drive between Narcissa Drive and Peppertree Drive	Single-Family Residential	47 DU
14	Proposed	Marymount College Facilities Expansion 30800 Palos Verdes Drive East	Junior College Bldg Expansion Demolish Existing Building	77,504 SF -18,022 SF

Marymount College Palos Verdes Drive N. Campus- Traffic Study

List of Related projects

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
		(793 Student Enrollment Cap with 250 student Bachelor of Arts Degree Program and 150 student Weekend Enrollment)	BA Degree Program (University)	250 Students
			Existing Junior College	-250 Students
			Jr. College Weekend Enrollment	67 Students
15	Proposed	Green Hills Memorial Park Master Plan 27501 S. Western Avenue	Cemetery	27.3 Acres

City of Rolling Hills Estates

1	Proposed	Rolling Hills Covenant Church Expansion 2221-2222 Palos Verdes Drive North	Church	1,650 Seats
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City of Lomita

1	Built [NT]	SP No. 978 2040 & 2046 Lomita Boulevard	Commercial	14,330 GLSF
2	Proposed	SP 1014, TPM 61155 1837 and 1839 W. 257th Street	Condominium	3 DU
3	Approved	SP 1130 2266 Lomita Boulevard	Commercial	1,076 GSF
4	Proposed	CUP 268, TPM 066806, SP 1123 25322 Cypress Street	Condominium	3 DU
5	Approved	CUP 242, TTM No. 067343 25316 Ebony Lane	Senior Housing	16 Occ. DU
6	Appealed	SP 1049 2244 Pacific Coast Highway	Retail	18,285 GLSF
7	Approved	TTM No. 60165 25819-25 Eshelman Avenue	Senior Housing	20 Occ. DU
8	Approved	SP 1003, HVP 73, TTM 53874 25829-25837 Eshelman Avenue	Condominium	16 DU
9	Approved	SP No. 1096 Southeast corner of Western Avenue and 262nd Street	Office	11,100 GSF

LEGEND

- Project Site
- Related Project and Reference No. (Los Angeles)
- Related Project and Reference No. (Rancho Palos Verdes)
- Related Project and Reference No. (Lomita)
- Related Project and Reference No. (Rolling Hills Estates)

DRAFT - To be submitted to LADOT for final approval.

MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
Preliminary List of Related Projects

KOA CORPORATION
7/28/11
DRAFT

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
City of Los Angeles				
1	Proposed	ENV-2010-1216-CE 1401 W. 253rd Street	Condominium	2 DU
			Existing Commercial	-3,500 GSF
2	Proposed [NT]	ENV-2009-1034-EAF, HRB09-003 1717 W. 255th Street	Private School (K-8)	225 Students
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8	Proposed	ENV-2005-5459-MND, TT-63729 26378 S. Vermont Avenue	Condominium	44 DU
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			Apartment	120 DU
			Single-Family Residential	76 DU
			Senior Housing	100 Occ. DU
12	Proposed	TRAPAC Container Terminal TRAPAC Container Expansion Berths 136-147	Marine Terminal	57 Acres
13	Proposed	Yang Ming Container Terminal Berths 121-131	Marine Terminal	N/A
14	Proposed	ZA-2010-1604-CU 750 W. Basin Street	Self-Storage	44,341 GSF
15	Proposed	China Shipping Container Terminal China Shipping Line - Phases II and III	Marine Terminal	70 Acres
16	Under Construction [NT]	ZA-2007-2966-ZV Toberman Village 201 N. Palos Verdes Street Berths 97-108	Apartment	49 DU

Note: Preliminary list of related projects to be submitted to LADOT for approval.

MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
Preliminary List of Related Projects

KOA CORPORATION

7/28/11

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NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
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22	Proposed	2006-CEN-3299 Palos Verdes Street Housing 550 and 560 S. Palos Verdes Street	Townhouse Apartment Retail Less 50% Pass-By Restaurant Less 20% Pass-By	85 DU 245 DU 8,880 GLSF 3,000 GSF
23	Proposed	Sepia Homes 812 S. Pacific Avenue	Condominium	90 DU
24	Proposed	281 W. 8th Street	Townhouse Retail Less 50% Pass-By	72 DU 7,000 GLSF
25	Proposed	TT-68723-CN 255 W. 8th Street	Condominium Apartment	43 DU 4 DU
26	Proposed	420-430 W. 9th Street	Condominium	25 DU
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29	Proposed	ZA-2008-4396-ZAA 1325 S. Beacon Street	Condominium	3 DU

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MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
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			LAND-USE	SIZE
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36	Proposed	HRB10-009 Ponte Vista at San Pedro	Single-Family Residential Condominium Apartment Park	143 DU 600 DU 392 DU 2.8 Acres
37	Proposed	HRB08-004 511 S Harbor Blvd	Condominium Retail Existing High-Turnover Restaurant	458 DU 5,000 GSF 4,000 GSF
38	Approved	Rolling Hills Preparatory Private School South side of Palos Verdes Dr. N. west of Normandie Ave/Gaffey Street	Proposed K-12 Private School Existing K-12 Private School	900 Students -265 Students

Note: Preliminary list of related projects to be submitted to LADOT for approval.

MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
Preliminary List of Related Projects

KOA CORPORATION
7/28/11
DRAFT

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
City of Rancho Palos Verdes				
1	Proposed	Northwest corner of Granvia Altamira and Hawthorne Boulevard	Pharmacy	10,880 GSF
			Remove Gas-Station	-8 VFP
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		27774 Hawthorne Boulevard	Market and Car Wash	
3	Approved	Highridge Condominium Project 28220 Highridge Road	Condominium	28 DU
4	Partially Built [NT]	TTM No. 52666 3200 Palos Verdes Drive West	Single-Family Residential (10 Homes Built)	3 DU
5	Permit Expired 10/09	Hawthorne/Crest Office Building 29941 Hawthorne Boulevard	Office	7,232 GSF
6	Proposed	Crestridge Estate LLC 5601 Crestridge Road	Senior Center Senior Condominium	10,000 SF 90 DU
7	Under Construction [NT]	The Mirandela Project Northwest corner of Crestridge Road and Crenshaw Boulevard	Senior Apartment	34 DU
8	Approved	St. John Fisher Church Expansion 5488 Crest Road	Day Care Center New Building Remove Existing Building	40 Students 32,426 SF -10,329 SF
9	Partially Built [NT]	Ocean Front Estates Seaward side of Palos Verdes Drive West terminus of Hawthorne Boulevard	Single-Family Residential (74 Homes Built)	5 DU
10	Approved	Point Vicente Animal Hospital 31270 Palos Verdes Drive West	Animal Hospital	5,759 GSF
11	Proposed	The Annenberg Project at Lower Point Vicente 31501 Palos Verdes Drive West		
12	Partially Built [NT]	Trump National Golf Club Palos Verdes Drive South/west of Shoreline Park	Single-Family Residential Affordable Housing (5 Homes Built)	54 DU 4 DU
13	Proposed	Zone 2 Landslide Moratorium Ordinance Revision North of Palos Verdes Drive between Narcissa Drive and Peppertree Drive	Single-Family Residential	47 DU

Note: Preliminary list of related projects to be submitted to LADOT for approval.

MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
Preliminary List of Related Projects

KOA CORPORATION
7/28/11
DRAFT

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE
City of Rancho Palos Verdes				
14	Proposed	Marymount College Facilities Expansion 30800 Palos Verdes Drive East (793 Student Enrollment Cap with 250 student Bachelor of Arts Degree Program and 150 student Weekend Enrollment)	Junior College Bldg Expansion	77,504 SF
			Demolish Existing Building	-18,022 SF
			BA Degree Program (University)	250 Students
			Existing Junior College	-250 Students
			Jr. College Weekend Enrollment	67 Students
15	Proposed	Green Hills Memorial Park Master Plan 27501 S. Western Avenue	Cemetery	27.3 Acres

Note: Preliminary list of related projects to be submitted to LADOT for approval.

MARYMOUNT COLLEGE SAN PEDRO CAMPUS PROJECT
Preliminary List of Related Projects

KOA CORPORATION

7/28/11

DRAFT

NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE

City of Rolling Hills Estates

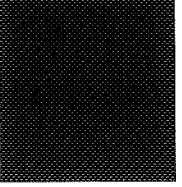
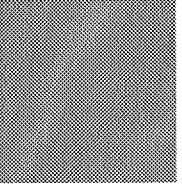
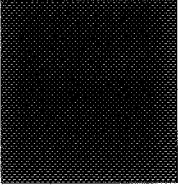
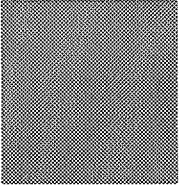
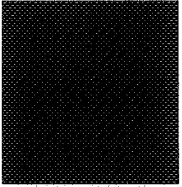
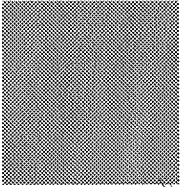
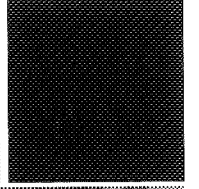
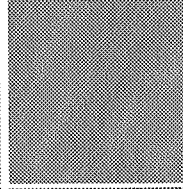
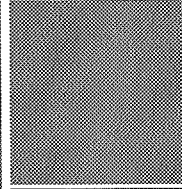
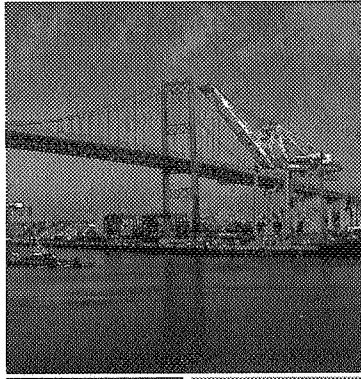
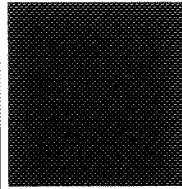
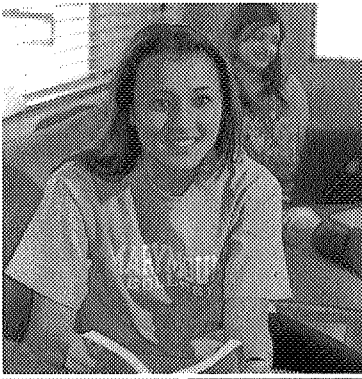
1	Proposed	Rolling Hills Covenant Church Expansion 2221-2222 Palos Verdes Drive North	Church	1,650 Seats
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NO.	PROJECT STATUS	PROJECT NAME ADDRESS/LOCATION	LAND USE DATA	
			LAND-USE	SIZE

City of Lomita

1	Built [NT]	SP No. 978 2040 & 2046 Lomita Boulevard	Commercial	14,330 GLSF
2	Proposed	SP 1014, TPM 61155 1837 and 1839 W. 257th Street	Condominium	3 DU
3	Approved	SP 1130 2266 Lomita Boulevard	Commercial	1,076 GSF
4	Proposed	CUP 268, TPM 066806, SP 1123 25322 Cypress Street	Condominium	3 DU
5	Approved	CUP 242, TTM No. 067343 25316 Ebony Lane	Senior Housing	16 Occ. DU
6	Appealed	SP 1049 2244 Pacific Coast Highway	Retail	18,285 GLSF
7	Approved	TTM No. 60165 25819-25 Eshelman Avenue	Senior Housing	20 Occ. DU
8	Approved	SP 1003, HVP 73, TTM 53874 25829-25837 Eshelman Avenue	Condominium	16 DU
9	Approved	SP No. 1096 Southeast corner of Western Avenue and 262nd Street	Office	11,100 GSF

Note: Preliminary list of related projects to be submitted to LADOT for approval.



INSIDE...

**Local Families Choose
Marymount College**

**Marymount Students
Reside in San Pedro for
37 Years**

**College Brings Economic
Benefits to Town**

**Students Volunteer to
Make a Difference**

**Downtown San Pedro
Offers Ideal Learning
Location**

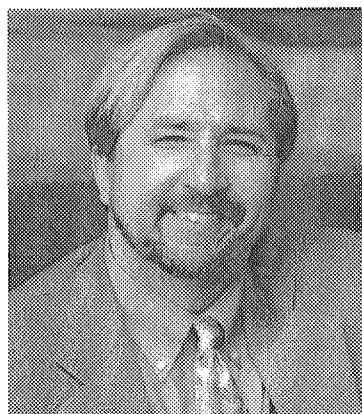
**The Future Looks
Bright for College and
Community**

Marymount College

PALOS VERDES, CALIFORNIA

FOUR DECADES OF ALLIANCE: Marymount College and San Pedro

Marymount College has been involved with the vibrant Los Angeles community of San Pedro for nearly 40 years. The College has continuously contributed to and gained from San Pedro—from membership in the Chamber of Commerce to a culturally enriching association with the arts community. Although Marymount's academic home campus is in Rancho Palos Verdes, both our residential communities are located in San Pedro, where our students take classes, work, dine, shop and enjoy cultural events. Students both live and learn in San Pedro.

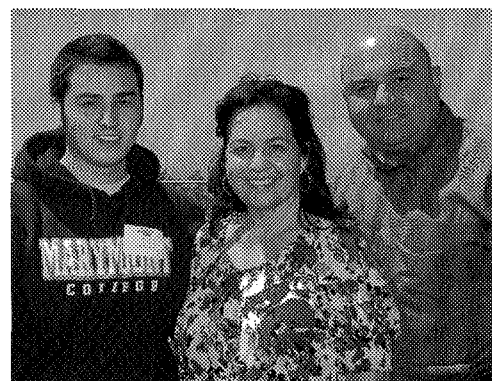


"San Pedro offers Marymount students an important extended classroom. Students are transformed through a combination of traditional academic learning and "real-world" experience. Working, volunteering

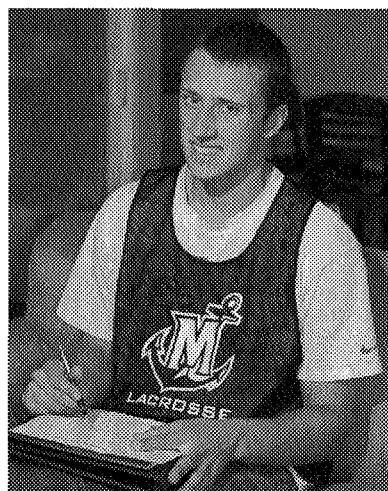
and taking part in local community activities helps students create lives of leadership and service," says Marymount College President Michael S. Brophy, Ph.D., M.F.A.

San Pedro Families Choose Marymount College

Since the College opened, San Pedro families have sent their daughters and sons to study at Marymount. Small class size, cultural richness and the College's Catholic tradition appeal to many local families. Until recently, Marymount College was best known for its ability to graduate students with an associate degree that opened doors to admission at prestigious universities across the country. In 2010, Marymount became an accredited four-year college offering baccalaureate degrees in Liberal Arts, Media Studies and Business with emphases in Psychology, Biomedical Sciences, American Studies, Global Studies, Film and Entrepreneurship. Local students can now receive a B.A. in four years and still enjoy living at home or close to home in Marymount's San Pedro residential communities. As a matter of fact, two of the last four Marymount College valedictorians grew up in San Pedro.



Marymount Students Have Resided in San Pedro for 37 years

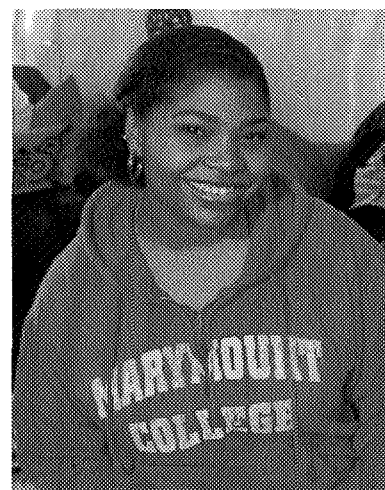


For many years, Marymount College students rented apartments in as many as 10 different buildings throughout San Pedro. In 1992, the College purchased an apartment complex and today up to 100 students reside at 24th and Cabrillo. Additionally, in 1998, Marymount began leasing housing for student use from the U.S. Navy in San Pedro, on property no longer inhabited by naval families. The townhomes make ideal student housing.

In 2004 the College received the property through a public benefit conveyance from the U.S. Department of Education and the U.S. Navy.

The property is part of an educational park that includes Rolling Hills Preparatory School. In August 2011 the residential community will be home to 400 students and six faculty and staff members. Both residential communities are dynamic centers for living and learning.

Some of the international students attending the FLS language immersion program—which operates on the Marymount College campus—live with families in San Pedro. This proves to be an enriching experience for



both the students and their host families. To date, more than 9,000 Marymount College students have lived in San Pedro.

Students Have an Economic Impact on San Pedro

Whether it's breakfast at the Omelette & Waffle Shop, pizza at Buono's or Sorrento's, or sandwiches from Sandwich Saloon or Busy Bee, Marymount College students enjoy the many great and reasonably priced restaurants in San Pedro. After dinner students can attend a concert at the Warner Grand Theatre, then meet friends for coffee and live music at Sacred Grounds. And there's no end of shopping at local stores, including downtown favorites Urban Feet, Renzwear, Williams' Bookstore and The Grand Emporium.



Marymount College operates shuttles to transport students from both San Pedro residential communities to the Rancho Palos Verdes campus and back. These same shuttles provide transportation to Bally Total Fitness, restaurants, grocery stores, the movies and to classes held on Sixth Street. This student transportation system reduces overall emissions and lessens traffic on San Pedro and Peninsula roadways.

Students Volunteer to Benefit San Pedro Community

One of Marymount College's long-standing community partnerships is with the **Boys and Girls Clubs of the Los Angeles Harbor**. The non-profit organization has an active and successful College Bound program that has increased high school graduation and college acceptance rates for San Pedro, Wilmington and a host of other Los Angeles communities.



In the fall of 2010, all Marymount College freshmen began volunteering every week at the Boys and Girls Clubs as part of their service learning requirement, which is central to Marymount's educational mission. Marymount students serve as tutors and mentors, lead sports and craft activities and teach classes for the after-school participants. More than 2,200 K-12 students attend programs at the Boys and Girls Clubs, so the additional "hands-on" assistance is a tremendous help to the organization. Marymount College students did approximately 17,000 hours of service at the Boys and Girls Clubs of the Los Angeles Harbor during the 2010-11 academic year. "This is the start of an important collaboration that I

truly believe will benefit both Boys and Girls Clubs members and the students of Marymount College,” said Mike Lansing, Executive Director of the Boys and Girls Clubs of the Los Angeles Harbor. “I thank Dr. Brophy for his vision and leadership in this partnership.” Dr. Brophy is equally grateful that more than 350 Marymount students have an opportunity to develop academic skills while serving the local community.

Harbor Hills Housing Project, located at Western Avenue and Palos Verdes Drive North, offers Marymount College students an opportunity to serve in the spirit of the College’s founding religious order, the Religious of the Sacred Heart of Mary (RSHM). Over the last 200 years the RSHM has worked tirelessly to serve others, to provide access to education and to help build communities. Marymount students live the RSHM mission by tutoring children in grades K-12.

Marymount adjunct faculty member in Business and Entrepreneurship, Mike Grimshaw, advises **Junior Achievement** at San Pedro High School. Junior Achievement is the world’s largest organization dedicated to educating youth about workforce readiness, entrepreneurship and financial literacy through hands-on programs that contribute to the community. Mike has his Marymount business students teach entrepreneurship to the San Pedro students, creating a wonderful synergy that inspires both groups.

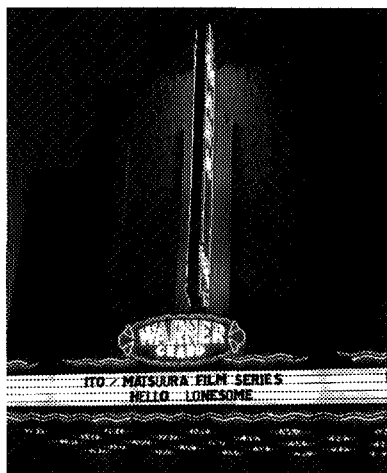


Twice annually Marymount College students, faculty and staff participate in a campus-wide blood drive to benefit **Providence Little Company of Mary Hospitals** in San Pedro and Torrance. This years-long tradition provides life-saving blood to patients in need, but also draws the College community together in serving our South Bay neighbors.

Each spring the Marymount campus remains closed for a day while faculty and staff participate in **All-College Service Day**, a volunteer community outreach project. In February 2011 more than 60 faculty and staff members spent the day preserving habitat at the Palos Verdes Peninsula Land Conservancy’s location at White Point, San Pedro. Weeding, sorting seeds and planting native plants was the College’s way of living its mission of service to others. Previous projects have helped the Los Angeles Regional Foodbank, among other organizations.

Students Learn in San Pedro

Marymount College offers performing arts classes—including jazz ensemble, drama and set design—at the Grand Annex on Sixth Street, in the heart of the San Pedro Arts



"Marymount's presence means so much for downtown San Pedro," says Liz Schindler Johnson, President and Executive Director of Grand Vision Foundation. "Downtown San Pedro has many of the elements of a college town. Students are just what our local business community needs to energize our quaint and historic town."

District. Music and theater arts students are thrilled to rehearse and perform on the magnificent stage at the Warner Grand Theatre. Marymount's first performance at the Warner Grand, "You Can't Take It With You," was a great success.

At San Pedro's **First Thursday Artwalk**, Marymount students have a chance to learn what it means to be an artist in the real world by visiting art galleries and studios that dot the old downtown area. Many members of the Marymount community attend First Thursday to shop, eat in local restaurants and listen to live music, in addition to viewing conversation-worthy art. In spring 2011, the Marymount College Jazz Ensemble performed live on First Thursday; they will continue to participate in the new school year.

Remarking on student participation in First Thursday, Marymount Fine Arts Professor Paul Eastup said, "My students are so revved up about San Pedro's First Thursday. They look forward to being there again and again."

Throughout the 2011-12 academic year, Marymount students will exhibit their visual and multimedia art in rotating galleries at **The Arcade Building** on Sixth Street in San Pedro. The exhibitions, coordinated by Marymount College Digital Media Professor Blue Wade, will give students an opportunity to show their work and to compete with other college students in juried shows. According to Wade, "This is an unprecedented opportunity for our students to show their work in a public gallery, as well as another exciting and mutually beneficial endeavor between Marymount College and the art community of San Pedro."

In summer 2011, Marymount College will increase its presence in San Pedro to accommodate growth, serve upper-division undergraduates and develop graduate programs as we connect to local business, municipal, arts and not-for-profit groups in Los Angeles. A new administrative and institutional center will be located at 222 Sixth Street. This building will be home to the Institutional Advancement and Communications departments, the Medeem and Intentional Conversation Institutes

and leadership of the Business and Global Studies programs. Academic Affairs and a new Enrollment Management team aimed at adult and graduate study will be represented in the building as well.

Staff and Faculty Live in San Pedro

Forty-two members of the Marymount College faculty and staff currently reside in San Pedro. Happy residents include Rex Draman, chair of the Business program, who recently joined the College from Austin, Texas and two members of Marymount College's Institutional Advancement Team. Long-time Marymount employee Graphic Communications Specialist Gina Zorotovich's family has lived in San Pedro for generations. Gina and her husband, Nick, both attended San Pedro High School, as did their children. Nick's grandfather and parents were all educators at San Pedro High and were very involved in the San Pedro community.

Staff and Faculty Participate in Civic Activities

Marymount College is a member of the **San Pedro Peninsula Chamber of Commerce**. This involvement demonstrates how the College and the local business community are working together to develop a vital and sustainable local economy that enhances the social and environmental resources of the community.

Pastor of **Mary Star of the Sea Catholic Church**, Reverend John F. Provenza, frequently participates in Marymount College ceremonies. Fr. Provenza joined Marymount faculty, staff and students in 2010 to celebrate accreditation of bachelor's degree programs at the College and helped dedicate a commemorative water fountain on Palos Verdes Drive East, established in tribute to a fallen cyclist and available to hydrate cyclists riding by the campus. He also celebrates Mass at the College on special occasions.

Marymount College believes in "giving back" to our local communities. Most recently Marymount has financially supported the fundraising efforts of **Grand Vision Foundation, Rainbow Services, San Pedro Peninsula Chamber of Commerce, Boys and Girls Clubs of the Los Angeles Harbor, Mary Star of the Sea High School and Providence Little Company of Mary Hospital**.

The **Northwest San Pedro Neighborhood Council** serves as advisor to the College as Marymount develops plans for the future of its Palos Verdes Drive North site. The Council's advice has helped guide the use of the San Pedro property. This ongoing conversation helps strengthen the relationship between Marymount College and San Pedro—a relationship that is highly valued by President Brophy and the College community.

Cultural Arts Programming for the Community

In both fall and spring, Marymount College hosts a series of lectures, concerts, plays, films, art exhibitions and other cultural events open to the community. The programs take place at Marymount College's home campus in Rancho Palos Verdes and at venues in San Pedro. Most of these educational and entertaining programs are free to the public and the calendar of events offers something for attendees of all ages. Recent cultural arts programs include a fascinating lecture on *Sacred Space and the Public Square*



by architect and educator Fr. Gilbert Sunghera, S.J.; Dr. Peter Clothier discussing his most recent book, *Persist: In Praise of the Creative Spirit in a World Gone Mad*; and an evening with Marymount College's music professor Dr. Lee Raby speaking about women in the arts. Additionally, a family Harvest Festival and an Easter Egg Hunt for children are held in the fall and spring at Marymount's San Pedro residential community, located on Palos Verdes Drive North. Marymount College also hosts summer art classes and sports camps at the Rancho Palos Verdes campus.

College Honors Yvonne Bogdanovich and Marylyn Klaus



Tara Brophy and Yvonne Bogdanovich

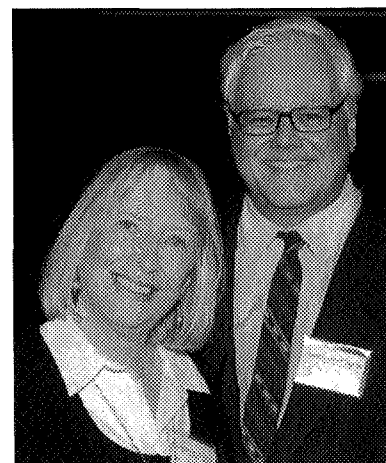
In September 2010, Marymount College held the Success By The Sea Scholarship Gala to raise money for academic scholarships. The Gala honored San Pedro's Yvonne Bogdanovich for her many generous contributions to Marymount College and the local community. Yvonne, a former Marymount College Trustee, attended Marymount both for high school and college. She has actively supported the Boys and Girls Clubs of the Los Angeles Harbor for many years. The evening event, held outdoors in festive tents on the College's athletic field, drew 250 guests

who donated generously to the College's scholarship fund. Marymount College is committed to supporting deserving students who could not attend Marymount College without tuition assistance. The College provides more than \$6 million in scholarships annually.

In conjunction with the premiere of Marymount College's first student production at the Warner Grand Theatre, friends and close supporters of the College gathered at a reception to honor Marylyn and Chuck Klaus. Marylyn and Chuck have devoted their time and talent to the revitalization of San Pedro as well as to Marymount College's continuing success. Marylyn, a long-time San Pedro businesswoman, is well-known

"I have been a long time champion of Marymount College and their involvement in San Pedro. My husband Chuck and I are delighted by Marymount's expanded presence in our community. Putting Marymount College and San Pedro together is a win-win situation."

— Marylyn Klaus, former Marymount College Trustee



Marylyn and Chuck Klaus

for her philanthropy, community involvement and commitment to arts and education. She has served on the Marymount College Board of Trustees, was President of the San Pedro Peninsula Chamber of Commerce and is a member of the Palos Verdes Peninsula Chamber of Commerce. Marylyn and Chuck embody the spirit of service and collaboration that both the Marymount and San Pedro communities hold dear.

An Alliance into the Future

"Looking into our next academic year, we plan to hold more classes on Sixth Street and to offer film series, theatrical productions, guest lectures and gallery exhibitions. We will increase our participation in the First Thursday Artwalk and become more deeply involved in service and philanthropic projects in San Pedro, which will benefit the entire Marymount community. Our intention is to contribute to and learn from the cultural richness found in downtown San Pedro," Dr. Brophy says. Marymount students will continue their relationship with the Boys and Girls Clubs of the Los Angeles Harbor. They will also serve neighborhood councils and contribute time and talent to projects such as building a skate park. College staff and faculty will engage in local civic and philanthropic efforts—from participating in the Chamber of Commerce to supporting Rainbow Services, Grand Vision Foundation and Mary Star of the Sea High School. "The Marymount College community is excited about our presence in San Pedro. As Marymount advances, cooperation and collaboration with the community of San Pedro remains central to the College's success," says Dr. Brophy.

Marymount College offers associate and bachelor's degrees in a student-centered, culturally rich, Catholic learning environment for students of all faiths who seek to transform their lives and achieve their academic, professional and life goals.

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