AGENDA

REGULAR CITY COUNCIL / REDEVELOPMENT AGENCY MEETING
TUESDAY, DECEMBER 14, 2010, 7:00 P. M.
MULTI-PURPOSE ROOM
SENIOR CITIZEN/COMMUNITY CENTER
201 E. BONITA AVENUE

CITY COUNCIL:
Mayor Curtis W. Morris
Mayor Pro Tem John Ebiner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

1. CALL TO ORDER AND FLAG SALUTE

2. ANNOUNCEMENTS

a. 50th Anniversary Flashbacks

b. Pui-Ching Ho, Library Manager, San Dimas Library

3. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item, you may do so at this time and ask to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

4. CONSENT CALENDAR
(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:

(1) Approving Warrant Register for November and December 2010.
RESOLUTION NO. 10-66, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF NOVEMBER AND DECEMBER, 2010.

b. Ordinances read by title, further reading waived, passage and adoption recommended as follows:

1) Municipal Code Text Amendment 10-03, a request to amend various provisions of the Parking Chapter 18.156 of the Zoning Code for consistency with the 2010 CALGREEN Building Code.

ORDINANCE NO. 1199, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING MUNICIPAL CODE TEXT AMENDMENT 10-03, A REQUEST TO AMEND VARIOUS PROVISIONS OF THE PARKING CHAPTER 18.156 OF THE ZONING CODE FOR CONSISTENCY WITH THE 2010 CALGREEN BUILDING CODE. **SECOND READING AND ADOPTION**

c. Approval of minutes for the regular City Council meeting of November 23, 2010 and City Council Special meeting of October 11, 2010.

d. Award of Cash Contract No. 2010-11, Horsethief Canyon Park Gravity Sewer and Force Main System to Paulus Engineering, Inc., in the amount of $79,780.00.

e. Approval of MOU with Los Angeles County Metropolitan Transit Authority to fund the Widening of Foothill Blvd. at San Dimas Wash Bikeway Improvements.

END OF CONSENT CALENDAR

5. PUBLIC HEARING

(The following items have been advertised and/or posted. The meeting will be opened to receive public testimony.)

a. A request to amend Chapter 15 of the Municipal Code (Buildings and Construction) to adopt by reference the 2010 editions of the California Building Code Volumes 1 & 2, the California Residential Code, the California Plumbing Code, the California Electrical Code, the California Mechanical Code, the California Fire Code, the California Green Building Standards Code, together with certain amendments, additions, deletions, and exceptions, including fees and penalties.

(1) **ORDINANCE NO. 1200**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1& 2, THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS, INCLUDING FEES AND PENALTIES. **SECOND READING AND ADOPTION BY REFERENCE**

b. Receive public comments on the final Environmental Impact Report (EIR) for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas. Applicant: NJD, Ltd.

1) **RESOLUTION NO. 2010-67,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, AS REQUIRED BY THE CALIFORNIA CODE OF REGULATIONS SECTION 15090, ADOPTION OF FINDNGS FOR THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT 08-02, MUNICIPAL CODE TEXT AMENDMENT 08-04, TENTATIVE TRACT MAP NO. 70583 AND A DEVELOPMENT AGREEMENT ASSOCIATED THEREWITH.

c. Consideration of General Plan Amendment 08-02, a request to amend the General Plan to implement the NJD Settlement Agreement and accommodate the proposed Tentative Map design, including but not limited; Increasing the Maximum Allowable Density; Revising Recommended Environmental Thresholds and Appropriate Levels of Development; Revising Objectives and Policies; and

Consideration of Specific Plan Amendment 08-04, a request to amend Specific Plan No. 25 to implement the NJD Settlement Agreement and to accommodate the proposed Tentative Map design, including, but not limited to: Increasing the Maximum Allowable Density; Revising Standards for Lot Size, Open Space and "No Building" areas, Grading, Building Height, Lot and Site Design, and Access and Circulation, for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas. Applicant: NJD, Ltd.

1) **RESOLUTION NO. 2010-68**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING GENERAL PLAN AMENDMENT 08-02, AMENDING VARIOUS GENERAL PLAN POLICIES AND OBJECTIVES AFFECTING THE NORTHERN FOOTHILLS.

2) **ORDINANCE NO. 1201,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 08-04, AMENDING THE MAXIMUM ALLOWABLE DENSITY AND OTHER DEVELOPMENT STANDARDS IN SPECIFIC PLAN NO. 25 IN THE NORTHERN FOOTHILLS AREA. **FIRST READING AND INTRODUCTION**

d. Consideration of Tentative Tract Map 70583, a request to develop 61 Single Family Residential lots, seven common area lots, one 83-acre parcel for potential open space, and related infrastructure for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas. Applicant: NJD, Ltd.

1) **RESOLUTION NO. 2010-69**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING TENTATIVE TRACT MAP NO. 70583, A REQUEST TO SUBDIVIDE APPROXIMATELY 270 ACRES INTO 61 RESIDENTIAL LOTS ON THE PROPERTY LOCATED AT NORTHERLY EXTENSION OF CATARACT AVENUE INTO THE NORTHERN FOOTHILLS (BRASADA RESIDENTIAL DEVELOPMENT).

e. Consideration of Development Agreement, a request to enter into a statutory development agreement vesting certain land use entitlements and approvals granted by the City if the proposed project is approved, for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas. Applicant: NJD, Ltd.

1) **ORDINANCE NO. 1202**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 61 SINGLE-FAMILY RESIDENTIAL LOTS IN THE NORTHERN FOOTHILLS OF SPECIFIC PLAN NO. 25. **FIRST READING AND INTRODUCTION**

6. SAN DIMAS REDEVELOPMENT AGENCY

a. Oral Communications *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

b. Approval of the Minutes for meeting of November 23, 2010.

c. Executive Director

d. Members of the Agency

7. MEETING OF SAN DIMAS PUBLIC FACILITIES FINANCING CORPORATION

a. Public Comments *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

b. Approval of Minutes for meeting of June 8, 2010

c. Election of Officers

d. Members of the Corporation

8. MEETING OF SAN DIMAS HOUSING AUTHORITY CORPORATION

a. Public Comments *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

b. Approval of Minutes for meeting of December 8, 2009.

c. Members of the Authority

9. ORAL COMMUNICATIONS

a. Members of the Audience *(Speakers are limited to five (5) minutes or as may be determined by the Chair.)*

b. City Manager

c. City Attorney

d. Members of the City Council

1) Appointment to Senior Citizen Commission.

2) Councilmembers' report on meetings attended at the expense of the local agency.

3) Individual members' comments and updates.

10. ADJOURNMENT

The City Council will next meet on Tuesday, January 11, 2011, 7:00 p.m.

AGENDA STAFF REPORTS: COPIES OF STAFF REPORTS AND/OR OTHER WRITTEN DOCUMENTATION PERTAINING TO THE ITEMS ON THE AGENDA ARE ON FILE IN THE OFFICE OF THE CITY CLERK AND ARE AVAILABLE FOR PUBLIC INSPECTION DURING THE HOURS OF 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY. INFORMATION MAY BE OBTAINED BY CALLING (909) 394-6216. CITY COUNCIL MINUTES AND AGENDAS ARE ALSO AVAILABLE ON THE CITY'S WEBSITE ON THE INTERNET: http://cityofsandimas.com/minutes.cfm.

SUPPLEMENTAL REPORTS: AGENDA RELATED WRITINGS OR DOCUMENTS PROVIDED TO A MAJORITY OF THE SUBJECT BODY AFTER DISTRIBUTION OF THE AGENDA PACKET SHALL BE MADE AVAILABLE FOR PUBLIC INSPECTION AT THE CITY CLERK'S OFFICE AT 186 VILLAGE COURT DURING NORMAL BUSINESS HOURS. [PRIVILEGED AND CONFIDENTIAL DOCUMENTS EXEMPTED]

HEARING ASSISTANCE SYSTEM: A HEARING ASSISTANCE DEVICE IS AVAILABLE. PLEASE CONTACT THE CITY CLERK AT 909/394-6216 TO CHECK OUT A RECEIVER.

POSTING STATEMENT: ON DECEMBER 10, 2010, A TRUE AND CORRECT COPY OF THIS AGENDA WAS POSTED ON THE BULLETIN BOARDS AT 201 EAST BONITA AVENUE (SAN DIMAS SENIOR CITIZEN/COMMUNITY CENTER); 186 VILLAGE COURT (SAN DIMAS TEMPORARY CITY HALL); 145 NORTH WALNUT AVENUE (LOS ANGELES COUNTY PUBLIC LIBRARY, SAN DIMAS BRANCH); AND 300 EAST BONITA AVENUE (UNITED STATES POST OFFICE); AND AS A CONVENIENCE, AT THE VONS SHOPPING CENTER (PUENTE/VIA VERDE) AND THE CITY'S WEBSITE AT WWW.CITYOFSANDIMAS.COM/MINUTES.CFM.

RESOLUTION NO. 2010-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTHS OF NOVEMBER AND DECEMBER 2010

WHEREAS, the following listed demands have been audited by the Director of Finance; and

WHEREAS, the Director of Finance has certified as to the availability of funds for payment thereto; and

WHEREAS, the register of audited demands have been submitted to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Dimas does hereby approve Prepaid Warrant Register: 11/30/2010; 21625 through 21680; in the amount of $559,815.22; Warrant Register: 12/15/2010; 133966 through 134119; in the amount of $651,552.73.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF DECEMBER, 2010.

_____
Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

_____
Ina Rios, CMC, City Clerk

I HEREBY CERTIFY that the foregoing Resolution was adopted by vote of the City Council of the City of San Dimas at its regular meeting of December 14, 2010, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Ina Rios, CMC, City Clerk

4a(1)

CITY OF San Dimas CALIFORNIA

THE WARRANT DISBURSEMENT JOURNAL IS NOT AVAILABLE TO VIEW THROUGH LASERFICHE

A PAPER COPY IS AVAILABLE IN THE FINANCE DEPARTMENT

SORRY FOR ANY INCONVENIENCES.

DOCUMENT IMAGING DEPT.

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of December 14, 2010

From: Blaine Michaelis, City Manager

Initiated by: Dan Coleman, Director of Development Services

Subject: **ORDINANCE NO. 1199 SECOND READING AND ADOPTION APPROVING MUNICIPAL CODE TEXT AMENDMENT 10-03 AMENDING TITLE 18 OF ZONING CODE RELATING TO PARKING**

SUMMARY

Ordinance No. 1199 amends various code provisions of the Parking Chapter 18.156 of the Zoning Code to comply with the Green Building Standards Code (CALGREEN) requiring all new buildings in the state to be more energy efficient and environmentally responsible.

The City Council introduced Ordinance No. 1199 at their November 23, 2010 meeting, by a unanimous vote.

RECOMMENDATION

Staff recommends second reading and adoption of Ordinance No. 1199.

4b(1)

ORDINANCE NO. 1199

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING MUNICIPAL CODE TEXT AMENDMENT 10-03 AMENDING TITLE 18 OF ZONING CODE RELATING TO PARKING

WHEREAS, the 2010 CALGREEN Building Code, which becomes effective on January 1, 2011, requires certain parking standards to reduce greenhouse gas emissions;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 18 of the San Dimas Zoning Code, Chapter 18.156, Section 18.156.030 is hereby amended to add new definitions to read as follows (added text shown in *italics*; deleted text shown in ~~strikethrough~~):

"Low-emitting and fuel-efficient vehicles" means the following:
1. Zero emission vehicle (ZEV), including neighborhood electric vehicles (NEV), partial zero emission vehicle (PZEV), advanced technology PZEV (AT PZEV), or CNG fueled (Original equipment manufacturer only) regulated under Health and Safety Code section 43800 and CCR, Title 13, sections 1961 and 1962.
2. High efficiency vehicles, regulated by US EPA, bearing High-Occupancy Vehicle (HOV) car pool lane stickers issued by the Department of Motor Vehicles.

"Tenant-occupants" means building occupants who inhabit a building during its normal hours of operation as permanent occupants, such as employees, as distinguished from customers and other transient visitors.

SECTION 2. Title 18 of the San Dimas Zoning Code, Chapter 18.156, Section 18.156.060 is hereby amended to read as follows (added text shown in *italics*; deleted text shown in ~~strikethrough~~):

18.156.060 Bicycle and motorcycle parking spaces required.

A. Bicycle Parking *and changing rooms.*

1. Bicycle racks or other secure bicycle parking shall be provided in nonresidential projects based on the following standards:

a. ~~A minimum for four spaces for all non-residential projects from twenty-five thousand square feet in floor area up to fifty thousand square feet of floor area, then one additional space for each additional fifty thousand square feet of floor area.~~ *Short-term bicycle parking. If the project is anticipated to generate visitor or customer traffic, provide permanently anchored bicycle racks within 100 feet of the visitor's entrance; readily visible to passers-by, for 5% of vehicle parking capacity, with a minimum of one two-bike capacity rack.*

b. Long-term bicycle parking. For buildings with over 10 tenant-occupants, provide secure bicycle parking for 5% of motorized vehicle parking capacity, with a minimum of one two-bike space. Acceptable parking facilities shall be convenient from the street and may include:
1. Covered, lockable enclosures with permanently anchored racks for bicycles;
2. Lockable bicycle rooms with permanently anchored racks; and

3. Lockable, permanently anchored bicycle lockers.

c. A bicycle parking facility may be an approved bicycle rack where a user can secure both wheels and the frame of the bicycle or may be a fully enclosed space or locker accessible only to the owner or operator of the bicycle, which protects the bike from inclement weather. Specific facilities and location (e.g., provision of racks, lockers or locked room) shall be to the satisfaction of the director of community development.

d. A changing room with lockers and a minimum of one shower facility, accessible to both men and women, shall be provided for persons walking or bicycling to work for each project which meets the following thresholds:

Commercial	*250,000 square feet or greater*
Industrial	*325,000 square feet or greater*
Office	*125,000 square feet or greater*
Hotel and Motels	*250 rooms or greater*

B. Motorcycle Parking.

1. Motorcycle parking shall be provided in nonresidential projects based on the following standards:

a. A minimum of two spaces for developments over twenty-five thousand square feet;

b. A minimum of four spaces for developments over fifty thousand square feet;

c. The minimum size of motorcycle spaces shall be seven feet in width by seven feet in depth.

SECTION 3. Title 18 of the San Dimas Zoning Code, Chapter 18.156, Section 18.156.090, subsections 2 and 3, are hereby amended to read as follows (added text shown in *italics*; deleted text shown in ~~strikethrough~~):

18.156.090 Transportation demand management standards.

2. Number of Car Pool/Van Pool Spaces Required. *Provide designated parking for any combination of low-emitting, fuel-efficient, and carpool/vanpool vehicles in accordance with the CALGREEN Building Code as follows:*

~~**Total Square Footage of Nonresidential Development**~~	~~**Number of Car Pool Spaces, Van Pool Spaces or Combination Required**~~
~~50,000 - 99,999~~	~~1~~
~~100,000 +~~	~~2~~

Total Number of Parking Spaces	***Number of Required Spaces***
0-9	*0*
10-25	*1*
26-50	*3*
51-75	*6*
76-100	*8*
101-150	*11*

151-200	*16*
201 and over	*At least 8% of total*

3. Standards for Car Pool/Van Pool Spaces for Nonresidential Developments Fifty Thousand Square Feet and Greater.

a. Not less than ten percent of employee parking, as defined in Section 18.156.030 (F), shall be located as close as is practical to the employee entrances, and shall be reserved for use by potential car pool/van pool vehicles, without displacing handicapped and customer parking needs. These spaces shall be signed or striped as car pool/van pool spaces as ~~demand warrants~~ *required in subsection 18.156.080(D)(7)*, but in no case shall fewer spaces be signed or striped than required in subsection (A)(2) of this section. A statement that preferential car pool/van pool spaces for employees are available and a description of the method for obtaining such spaces shall be included on the required transportation information board.

SECTION 4. Title 18 of the San Dimas Zoning Code, Chapter 18.156, Section 18.156.080, subsection D.7, is hereby amended to read as follows (added text shown in *italics*; deleted text shown in ~~strikethrough~~):

18.156.080.D. General parking design requirements.

7. Car Pool and Van Pool Space Designation. Car pool and van pool spaces shall be designated as such, so that the designation is clearly visible. ~~Space designation shall be either painted on the pavement or on a sign.~~ *Paint, in the paint used for stall striping, the following characters such that the lower edge of the last word aligns with the end of the stall striping and is visible beneath a parked vehicle: "CLEAN AIR VEHICLE".*

SECTION 5. **Compliance with California Environmental Quality Act.** The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 6. **Severability.** If any section, subsection, subdivision, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

SECTION 7. This Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the San Gabriel Valley Tribune, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED THIS 14th DAY OF DECEMBER, 2010.

Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

Ina Rios, CMC, City Clerk

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. 1199 was regularly introduced at the regular meeting of the City Council on November 23, 2010 and was thereafter adopted and passed at the regular meeting of the City Council held on December 14, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance 1199 to be published in the Inland Valley Daily Bulletin.

Ina Rios, CMC, City Clerk

MINUTES
REGULAR CITY COUNCIL
TUESDAY, NOVEMBER 23, 2010, 7:00 P. M.
MULTI-PURPOSE ROOM
SENIOR CITIZEN/COMMUNITY CENTER
201 E. BONITA AVENUE

PRESENT:
Mayor Curtis W. Morris
Mayor Pro Tem John Ebiner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

City Manager Blaine Michaelis
City Attorney J. Kenneth Brown
City Clerk Ina Rios
Assistant City Manager of Community Development Larry Stevens
Assistant City Manager Ken Duran
Director of Development Services Dan Coleman
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns
Senior Engineer Shari Garwick
Superintendent of Building and Safety Eric Beilstein
Recreation Coordinator Erica Rodriguez
Assistant Planner Michael Concepcion

1. CALL TO ORDER AND FLAG SALUTE

Mayor Morris called the meeting to order at 7:01 p.m. and led the flag salute.

2. RECOGNITIONS

- Presentation of banner to Ryan Wearp, U. S. Marines, recently discharged from active duty in the Armed Forces.

Mayor Morris, Gary Enderle and Janie Graef, San Dimas H.E.R.O.E.S., presented the military banner that was flown on Foothill Boulevard, to **Ryan Wearp, U. S. Marine,** who completed four years of exemplary service in the U. S. Marine Corps. and was honorably discharged in 2010. Mayor Morris also presented a certificate in honor of his duty to his country.

3. ANNOUNCEMENTS AND PRESENTATIONS

- Downtown Holiday Extravaganza on Saturday, December 4, 2010, 2:00-6:30 p.m., Walker House

Recreation Coordinator Rodriguez announced the Downtown Holiday Extravaganza from 2:00-6:00 p.m. at the Walker House on December 4, 2010. She invited everyone to come enjoy holiday music, window displays, carolers, fun activities, arts and crafts, entertainment, snow, and Santa's hay ride to the Train Depot to light the Christmas tree and hear children's wishes for Christmas.

4C

- 50th Anniversary Flashbacks

Bill Emerson, San Dimas Historical Society, mentioned that Toys from yesteryears are on display at the Historical Society in the Walker House. His flashbacks included a 33-0 win by San Dimas Saints on November 23, 1972; and San Dimas Jaycee's Christmas Parade on December 14, 1974.

- Pui-Ching Ho, Library Manager, San Dimas Library

Pui-Ching Ho, Library Manager, thanked the City Council and staff for their continued support and wished everyone a Happy Thanksgiving. She announced activities for the month of December 2010 and invited innovative teens, grades 6-12, to attend a board meeting on Saturday December 11 to promote Library programs to other teens. For detailed information, contact the Library at 909/599-6738.

4. ORAL COMMUNICATIONS (Members of the audience are invited to address the City Council on any item not on the agenda. Under the provisions of the Brown Act, the legislative body is prohibited from taking or engaging in discussion on any item not appearing on the posted agenda. However, your concerns may be referred to staff or set for discussion at a later date. If you desire to address the City Council on an item on this agenda, other than a scheduled public hearing item you may do so at this time or asked to be heard when that agenda item is considered. Comments on public hearing items will be considered when that item is scheduled for discussion. The Public Comment period is limited to 30 minutes. Each speaker shall be limited to three (3) minutes.)

a. Members of the Audience

1) Margie Green reminded everyone to wrap up the 50th Anniversary celebration at the New Year's Eve Party, on December 31, 2010, at Via Verde Country Club. She said tickets are available at the Parks and Recreation Department for $100 per person and include a wonderful evening of dining and dancing to the music by the Soundbytes.

2) Ted Powl, CEO/President, Chamber of Commerce, asked the City Council to judge the Downtown Merchants window and store front displays, as part of the Christmas Holiday Extravaganza on Saturday, December 4. Winners will be announced at the Tree Lighting ceremony at 6:00 p.m.

3) Mr. Powl announced an opportunity to do one-stop holiday shopping at the annual Holiday Boutique at San Dimas Canyon Clubhouse on December 2, 2010, starting with the monthly breakfast meeting, at a cost of $15.00 for members and $17.00 for visitors.

4) Mr. Powl introduced his successor, Karen Gaffney, from Highland Chamber of Commerce, who brings with her a wealth of knowledge and experience.

5) Karen Gaffney said she is looking forward to meeting and working with the City Council and staff to see how she can serve the community.

5. CONSENT CALENDAR
(All items on the Consent Calendar are considered to be routine and will be enacted by one motion unless a member of the City Council requests separate discussion.)

City Attorney Brown removed item 5.a.3 for separate discussion.

It was moved by Mayor Pro Tem Ebiner, seconded by Councilmember Templeman, and carried to accept, approve and act upon the consent calendar, as follows:

a. Resolutions read by title, further reading waived, passage and adoption recommended as follows:

(1) **Resolution No. 2010-61,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING CERTAIN DEMANDS FOR THE MONTH OF NOVEMBER, 2010.

(2) Providing for approval for development agreements:
RESOLUTION NO. 2010-62, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, ESTABLISHING PROVISIONS FOR THE PROCESSING OF DEVELOPMENT AGREEMENTS.

(4) **RESOLUTION NO. 2010-64**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING THE GENERAL CLOSURE OF CERTAIN STREETS FOR CITY-SPONSORED OR OTHER SPECIAL EVENTS.

b. Approval of minutes for the regular City Council meeting of November 9, 2010.

c. Award of Cash Contract No. 2010-07, Swim & Racquet Club Training Pool Deck Project, to ASR Constructors, Inc., in the amount of $57,500.00.

d. Award of Cash Contract No. 2010-10, Bonita Avenue & Walnut Avenue Traffic Signal Modification Project to Macadee Electrical, in the amount of $57,277.00.

e. Rejection of a portion of a claim for damages from Randy Argo.

END OF CONSENT CALENDAR

5.a.(3) Final Map and Subdivision Agreement for Tract 69609 located on northwest corner of corner of San Dimas Canyon Road and East Bonita Avenue, and authorizing their recordation. Acceptance, subject to improvement, any offer of dedication.
RESOLUTION NO. 2010-63, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP AND SUBDIVISION AGREEMENT FOR TRACT 69609 AND AUTHORIZING THEIR RECORDATION.

City Attorney Brown stated that although the final map has been filed with the city, it will not be released for recordation until the conditions referenced in the attached Resolution No. 2010-63 are satisfied and the appropriate Quimby Fees have been paid, or arrangements have been made for payment. This may require further approval by the City Council.

It was moved by Councilmember Bertone, seconded by Councilmember Badar, to waive further reading and adopt **RESOLUTION NO. 2010-63**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, APPROVING THE FINAL MAP AND SUBDIVISION AGREEMENT FOR TRACT 69609 AND AUTHORIZING THEIR RECORDATION, subject to conditions as outlined by City Attorney Brown. The motion carried unanimously.

6. ORDINANCES

a. Ordinances read by title, further reading waived, passage and adoption recommended as follows:

(1) **ORDINANCE NO. 1198,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING ZONE CHANGE 10-02, A REQUEST TO CHANGE THE EXISTING ZONING DESIGNATION OF 702-762 WEST ARROW HIGHWAY FROM CREATIVE GROWTH, AREA 1 (CG-1) TO COMMERCIAL HIGHWAY (CH) (APN: 8386-007-049). **SECOND READING AND ADOPTION**

Mayor Morris stated that a public hearing was conducted on Ordinance No. 1198 at the previous meeting and this is the second discussion.

After the title was read, it was moved by Councilmember Templeman, seconded by Councilmember Bertone, to waive further reading and adopt **ORDINANCE NO. 1198,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING ZONE CHANGE 10-02, A REQUEST TO CHANGE THE EXISTING ZONING DESIGNATION OF 702-762 WEST ARROW HIGHWAY FROM CREATIVE GROWTH, AREA 1 (CG-1) TO COMMERCIAL HIGHWAY (CH) (APN: 8386-007-049). The motion carried 4.1; Mayor Pro Tem Ebiner opposed.

7. PUBLIC HEARING

(The following items have been advertised and/or posted. The meeting will be opened to receive public testimony.)

a. Municipal Code Text Amendment 10-03, a request to amend various provisions of the Parking Chapter 18.156 of the Zoning Code for consistency with the 2010 CALGREEN Building Code.

(1) **ORDINANCE NO. 1199,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING MUNICIPAL CODE TEXT AMENDMENT 10-03, AMENDING TITLE 18 OF ZONING CODE RELATED TO PARKING. **FIRST READING AND INTRODUCTION**

Director of Development Services Coleman reported that Green Building Standards Code (CALGREEN) requiring all new buildings in the state to be more energy efficient and environmentally responsible will become effective on January 1, 2011. Staff recommends introduction of Ordinance No. 1199 amending various provisions of the Parking Chapter 18.156 of the Zoning Code for consistency.

Director Coleman responded to Council that all CalGreen standards apply only to new development, and only very large projects with a large number of employees would trigger the requirement to designate changing rooms with showering to accommodate both men and women.

Mayor Morris opened the public hearing and invited comments from the audience. There being no one wishing to speak, the public hearing was closed.

After the title was read, it was moved by Mayor Pro Tem Ebiner, seconded by Councilmember Bertone, to waive further reading and introduce **ORDINANCE NO. 1199,** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, APPROVING MUNICIPAL CODE TEXT AMENDMENT 10-03, AMENDING TITLE 18 OF ZONING CODE RELATED TO PARKING. The motion carried unanimously.

8. PLANNING/DEVELOPMENT MATTERS

a. Appeal of DPRB Case No. 10-28, a request to install a security grate at Computer Village located at 161 West Bonita Avenue.

Mayor Morris stated that this is not a public hearing and public comments would not be accepted.

Assistant Planner Concepcion reported that the Development Plan Review Board approved Case No. 10-28, to install a security grate at Computer Village at 161 West Bonita Avenue, which was appealed by Mayor Pro Tem Ebiner who felt the City Council should review this case and direct staff to write a city-wide policy concerning security grates. Mr. Concepcion added that since the security grate was installed behind the entry glass door, Computer Village's proposal may be seen as consistent with the Town Core Design Guidelines. He said applicant Mark Salehpour, owner of Computer Village, is present.

Mayor Pro Tem Ebiner stated he is not necessarily against security grates at Computer Village, however, he noticed in the Development Plan Review Board (DPRB) minutes that staff discourages security grates, and the DPRB approved the installation and then directed staff to come back with a policy on security grates on doors and windows. He said to make it clear, policy should be in place prior to granting approval to install security grates in doors and windows.

In response to Councilmember Badar, Assistant City Manager Stevens explained that existing policy set forth in the Town Core Design Guidelines frequently used the words "discourage and encourage," which differ from the word "prohibit," to enable staff to consider the best approach to accomplish the matter at hand. He added that as long as there is a rationale basis for established standards, liability is preserved.

In response to Councilmember Bertone, Mr. Stevens replied that he is not concerned about the suggestion to put approval on hold until a policy is adopted and he anticipates the policy to go to the Review Board after the first of the year. He added that Computer Village will not be required to remove the security grates, which will be considered when a city-wide policy for security grates on doors and windows, as well as architectural effect of security, is in place.

1) Mark Salehpour said his main concern is the security of electronic products in the store and his client's sensitive data. He indicated that he experienced break-ins at his previous shop until he installed security grates.

Councilmember Templeman said he is supportive of either approving this matter tonight or postponing it until a policy can be adopted. He mentioned that identity theft is a huge law enforcement problem and ways should be found for these types of businesses to manage security in an attractive and appropriate manner.

It was moved by Mayor Pro Tem Ebiner, seconded by Councilmember Bertone, to refer back DRPB Case No. 10-28 to the Development Plan Review Board for reconsideration at such time as the Board develops a city-wide security grate policy, and to allow existing grate to remain in place at Computer Village, pending reconsideration.

Mayor Morris said he cannot vote in favor of the present motion. He would prefer to approve or deny the appeal as submitted and to affirm the decision of the Review Board to continue with a broader policy which would include grates on windows.

The motion failed 3.2; Councilmembers Badar, Templeman, Morris opposed.

It was moved by Councilmember Templeman, seconded by Councilmember Badar, to deny the appeal and affirm the decision of the Development Plan Review Board. The motion carried 3.2; Councilmembers Bertone, Ebiner opposed.

b. Introduction and first reading of Uniform Building Codes and set December 14, 2010 as date for public hearing and adoption.

(1) **ORDINANCE NO. 1200**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1& 2, THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS, INCLUDING FEES AND PENALTIES. **FIRST READING AND INTRODUCTION**

Mayor Morris stated the ordinance is on for first reading by title only and introduction, and to schedule a public hearing on December 14, 2010 for second reading and adoption by reference.

Superintendent of Building and Safety Beilstein explained that Title 15 of the San Dimas Municipal Code adopts the State building standards and additional model codes by reference, with various administrative amendments. Staff recommended that in keeping with State mandated standards and eliminating any conflicts with other standards contained throughout the municipal code that Ordinance 1200 be introduced and set for public hearing on December 14, 2010.

In response to Mayor Pro Tem Ebiner, City Attorney Brown explained that the Government Code has a provision that allows the process to first introduce and set the public hearing; conduct the public hearing discussion and adopt the ordinance by reference after a second reading.

After the title was read, it was moved by Mayor Pro Tem Ebiner, seconded by Councilmember Badar, to waive further reading and introduce **ORDINANCE NO. 1200**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1& 2, THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS, INCLUDING FEES AND PENALTIES. The motion carried unanimously.

The public hearing was set for the City Council meeting of December 14, 2010.

9. OTHER MATTERS

a. Request from Waste Management for annual rate increase of 1.33% for residential and commercial refuse services.

Assistant City Manager Duran reported that the City's Franchise Agreement with Waste Management allows for an annual rate adjustment based upon the Consumer Price Index (CPI), fuel cost index and landfill or disposal costs. He presented a request from Waste Management and recommended approval for an increase of 1.33% for residential and commercial services. He said Carolyn Anderson representing Waste Management is present in the audience.

Mayor Morris said although this is not a public hearing, the increase affects residents and he invited the public to comment.

1) Carolyn Anderson stated she had nothing further to add.

2) Mike Mohajer said the agreement with Waste Management states that the disposal component shall be adjusted annually by the percentage change in disposal or tipping fees at the disposal facility utilized by Waste Management. He said Waste Management provided data for transfer stations used to transport solid waste materials to a disposal facility, and failed to list the landfills used, disposal tonnages at each landfill, which have significantly decreased since 2007, and related tipping fees, of which Puente Hills Landfill will offer a significant discount in the new year. He opposed the rate increase for residential and commercial refuse services.

In response to Mayor Morris, Assistant City Manager Duran replied that changes in quantity are not a factor of the formula. He said the intent of the Disposal component is to take into consideration changes in disposal or tipping fees. He added that there was no increase in the rate for the other three facilities other than Puente Hills Landfill and other facilities are consistent with the intent of language in the agreement.

Mr. Mohajer requested a written interpretation from the City Attorney that the disposal component is based on tipping fees at the transfer station. He distributed written comments and stated he would be back to comment on Waste Management's performance review.

3) Sid Maksoudian asked 1) if the city had legal interpretation of the contract prior to approval; 2) if Mr. Mohajer was correct in his definition of the city's interpretation of the contract; and 3) what the increase would cost residents. He opposed the increase due to the depressed economy.

It was moved by Councilmember Bertone, seconded by Councilmember Templeman, to approve an increase of 1.33% pursuant to the terms of the Franchise Agreement with Waste Management. The motion carried unanimously.

Councilmember Bertone inquired if there were any single family residents, multi-family residents, or businesses that do not have the opportunity to recycle and what can be done to provide those services. He reported that San Dimas is one of the cities in the state with the highest recycling rate of 75%.

Carolyn Anderson replied that during the public review in January they will provide an overview of completed work and accomplishments.

Councilmember Templeman mentioned that through Ms. Anderson's efforts, Waste Management implemented the Christmas Tree Recycling program at major apartment complexes, which has been very successful. He added that the Commercial Recycling program motivated some businesses in town to recycle.

Ms. Anderson reported that several businesses have taken advantage of the free audit to look at their waste stream and recycling efforts, and base their recycling program on those constraints.

b. Authorize sewer connection investment discount for Dale Park and Oakway residents

(1) **RESOLUTION NO. 2010-65**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, REDUCING THE ANNUAL INTEREST RATE ON THE OAKWAY AVENUE AND DALE PARK DRIVE SEWER REIMBURESMENT DISTRICTS FROM EIGHT PERCENT TO THREE PERCENT.

Senior Engineer Garwick reported that as an incentive to get residents on Oakway Avenue and Dale Park Drive to connect to the sewer, the City Council previously approved a temporary reduction of the interest rate to 3% for a period of two years. Additionally, the City Council authorized either a discount for full payment of the reimbursement fees due or financing over three years. Staff is requesting that the City Council consider permanently reducing the annual interest rate from 8% to 3% to encourage the remaining 16 property owners to connect to the City's public sewer system.

Engineer Garwick responded to specific questions and stated that fees are increasing in the proposed Municipal and Sewer Permitting process to become effective next year, which offers incentive to residents to connect to the sewer system.

Staff was directed to identify and notify residents who are still on septic tanks of the proposed increase in the permit fees and possible fines.

After the title was read, it was moved by Mayor Pro Tem Ebiner, seconded by Councilmember Badar, to waive further reading and adopt **RESOLUTION NO. 2010-65**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS, CALIFORNIA, REDUCING THE ANNUAL INTEREST RATE ON THE OAKWAY AVENUE AND DALE PARK DRIVE SEWER REIMBURESMENT DISTRICTS FROM EIGHT PERCENT TO THREE PERCENT. The motion carried unanimously.

c. Report on purchase of furniture and fixtures for City Hall and Community Building.

Assistant City Manager Duran reported that $500,000 was included in the adopted 2010-2011 budget for the replacement and upgrade of furniture, fixtures and equipment for the city hall and community building. Furniture will be purchased in December under a California Multiple Award Schedule contract, which allows the State and local governments to piggyback on the contract to take advantage of previously negotiated prices without the need for a public bid.

10. SAN DIMAS REDEVELOPMENT AGENCY

Mayor Morris recessed the regular meeting at 8:45 p.m. to convene a meeting of the San Dimas Redevelopment Agency Board of Directors. The regular meeting reconvened at 8:49 p.m..

11. ORAL COMMUNICATIONS

a. Members of the Audience *(Speakers are limited to five (5) minutes or as may be determined by the Chair.)*

1) Mike Mohajer requested that the City consider meeting with Waste Management and Golden State Water Company to include verbiage in the water bill to state that residents should contact Waste Management for recycling and refuse collection services.

2) Sid Maksoudian stated that window grates and security doors have no place on Bonita Avenue and allowing Computer Village to install grates sets a precedent in the downtown corridor.

b. City Manager

There were no comments.

c. City Attorney

There were no comments.

d. Members of the City Council

1) Councilmembers' report on meetings attended at the expense of the local agency.

There were no comments.

2) Individual Members' comments and updates.

a) Councilmember Templeman noticed while driving through a neighborhood that did not utilize the newer containers and methodology used to pick up trash, that the uniformity of trash containers and the methodology used to pickup trash in San Dimas is not an eyesore.

b) Mayor Pro Tem Ebiner suggested verbiage under Oral Communications be reviewed and clarified, and that policy be consistent on public comments for agenda items. He wished everyone a Happy Thanksgiving.

c) Councilmember Badar wished everyone a Happy Thanksgiving.

d) Councilmember Bertone said he would like discussion prior to any action being taken on Oral Communication verbiage. He praised Executive Director Nick Conway of the San Gabriel Valley Council of Governments, who received superior ratings on his evaluation by an independent firm. Mr. Bertone wished everyone a Happy Thanksgiving.

e) Mayor Morris wished everyone a Happy Thanksgiving and invited everyone to join him for the Christmas Tree Lighting ceremony at 6:00 p.m. on Saturday, December 4th. The Extravaganza events commence at 2:00 p.m.

12. CLOSED SESSION

Mayor Morris recessed the meeting at 9:08 p.m. to a City/Redevelopment Agency closed session pursuant to Government Code Section 54956.8:

a. **CONFERENCE WITH REAL PROPERTY NEGOTIATIOR**

Property:	Assessor Parcel Number 8665-003-001 and 8665-001-005
Negotiating Parties:	
For City:	Blaine Michaelis, City Manager, Larry Stevens, Assistant City Manager for Community Development, and J. Kenneth Brown, City Attorney.
For Seller:	NJD Limited; Agent: Travis W. Gillmore, Phelps-Tointon, Inc.
Under Negotiation:	Terms of possible gifting of property to the City.

b. Report on closed session.

City Attorney Brown reported there was discussion on the closed session matter and direction was given to continue discussions.

13. ADJOURNMENT

Mayor Morris adjourned the meeting at 9:55 p.m. The City Council will next meet on Tuesday, December 14, 2010, 7:00 p.m.

Respectfully submitted,

_____

Ina Rios, CMC, City Clerk

MINUTES

COUNCIL – STAFF RETREAT SESSION
Monday October 11, 2010 5:00 PM - 9:00 PM
SHERIFF'S DEPARTMENT COMMUNITY ROOM
270 Walnut Avenue

PRESENT:
Mayor Curtis W. Morris
Mayor Pro Tem John Ebiner
Councilmember Emmett Badar
Councilmember Denis Bertone
Councilmember Jeff Templeman

City Manager Blaine Michaelis
City Attorney J. Kenneth Brown
City Clerk Ina Rios
Assistant City Manager of Community Development Larry Stevens
Assistant City Manager Ken Duran
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns
Superintendent of Building and Safety Eric Beilstein

ABSENT:
Director of Development Services Dan Coleman

CALL TO ORDER

Mayor Morris called the meeting to order at 5:02 p.m.

- Introduce new Sheriff's Department Personnel associated with the Community Action Team

Captain Hartshorne introduced Deputy Mike White as the new Team Leader assigned to the Community Action Team; Deputy Everett Wade assigned as the School Resource Officer; and Deputy Henry Saenz completes the members of the Community Action Team. He provided a brief overview of the Community Action Team which tackles difficult calls in the city.

1. **Business – City Council direction:**
   a. Memorial project. Receive update from the HEROES organization regarding the project and a possible course of action to complete the project in phases – establishing milestones, conditions, and financial check points on how the project could proceed.

City Manager Michaelis reported that in November, 2009, the City Council authorized an 18 month extension to San Dimas HEROES to plan a permanent Veterans monument to be constructed on the landscaped area of the Park & Ride lot on San Dimas Avenue, south of the Railroad tracks. He said the San Dimas HEROES have proposed construction of the project in three separate phases - each phase would start when sufficient funds are available, plans are approved, construction requirements have been met, and said each phase would be functional and aesthetic.

Gary Enderle introduced Committee members: Nancy Yanez, Tim Gerard, Stan Wisniewski, Jaci Wisniewski, Emily Stillien, Nancy Newman, Don Story, Penny Stevenson, and Tom Nuss.

Mr. Enderle introduced Designer Ed Martinez, EM3 Group, who was hired as the general contractor.

Ed Martinez, EM3 Group, distributed handouts and outlined the three phases proposed for the project. He said the planned budget is $200,000 for the finished product and the ongoing memorial would continue to add names and maintain the project over time. Phase I entitled Memorial Wall includes the central pad area for the actual monument, a center wall, memorial stands for emblems of five major branches of the military, State flag and U. S. flag, primary pathways, decorative pavers, and underground utilities.

In response to Council, Mr. Martinez replied that cost for first phase is approximately $60,000, second phase $100,000, and third phase $40,000; and he is requesting flexibility on the construction schedule which is subject to fundraising and available funds. He expects each phase to take approximately three months construction. Recessed lighting will be installed for the seven flag poles and center walls.

Mr. Martinez said second phase entitled Remembrance Fountain is the water feature that will include lighting, additional landscape enhancements, public benches and two walls, and engravings. The third phase includes pergolas, landscape enhancement, secondary pathways, pergola lighting, and final landscaping.

Councilmember Templeman said he does not mind phasing as long as each phase is completed with a reasonable time frame between each phase.

Mayor Morris asked if anyone in the audience would like to comment. There were no comments.

Councilmember Bertone did not oppose phasing as long each phase stood alone and was complete.

b. Farmers Market – receive report regarding recent meetings with Albertson's and provide direction regarding preferred location(s) for the farmers market in 2011.

Parks and Recreation Director Bruns reported that staff has had several meetings with Mike Wheeler, Albertson's Manager, and Maurice Cuellar, Advocates for Healthy Living, to discuss impacts on Albertson's and to find solutions for conducting future Farmers Market at alternate sites. Mr. Cuellar would like to continue to operate the Farmer's Market on Wednesday evenings from 5:00-9:00 p.m. and requested the closure of First Street at Iglesia Street to the east end of First Street to conduct the 2011 event beginning at 3:00 p.m. for set up. Staff would like to add a condition requiring Advocates for Healthy Living to provide additional street cleaning. Staff requested direction from the City Council regarding the proposed operation of a 2011 Farmer's Market on First Street, east from Iglesia Street; use of the Civic Center Parking lot and park; and use of Iglesia Street north from First Street to the alley. If acceptable, staff will bring back complete event details prior to issuance of event permits.

In response to Council, Director Bruns said the park can accommodate activity for kids on the south edge and Music in the Park. She said alternate days were presented as options, and Advocates for Healthy Living requested Wednesday evenings on the current site.

Councilmember Templeman suggested giving staff additional time to review the options with Advocates for Healthy Living.

The Council expressed concern with the event interfering with the Planning Commission meeting; senior citizen activities in the Senior Citizen/Community Center; blocking handicapped access in the parking lot; blocking bank entrance, street cleaning after the event, impacting Music in the Park and library patrons.

The general consensus was to move the event up from Bonita Avenue.

c. Report on recent discussions with youth baseball and Little League and San Dimas High School regarding year round baseball and other requests such as lights at Marchant Park, hard cover dugouts, and refurbished bull pens.

Parks and Recreation Director Bruns reported on recent discussions with residents requesting use of fields for year round baseball and San Dimas Little League requests for field improvements. She said the City provides three baseball fields at city parks available year round (limited to youth ages 12 and under) and three baseball fields at the SportsPlex available seasonally (soccer field overlays and high school sports are scheduled.) She explained the agreement with the Bonita Unified School District for the use of the SportsPlex fields and said meetings were held with San Dimas High School administrative staff to verify school use of fields and to consider use alternatives in an effort to accommodate the requests. It was determined, and Mr. Hanes has been informed, that there is no opportunity for the scheduling of year round baseball at this time. Staff requested Council direction regarding city support and handling of capital improvement requests as received from San Dimas youth organizations.

Councilmember Templeman said originally he was not in favor of lighting at Marchant Park, but he would be open to lighting if it were done right with consideration of the neighborhood. He thought it would be nice to conceptualize a new park building incorporating restrooms, and whether or not it would accommodate the Little League's needs. He suggested looking at available resources for a use needs assessment at the parks to make it more efficient.

Mayor Morris said Marchant Park is a much-utilized park and the south field could stand a much needed renovation, but a lot of activities would be lost if more time were devoted to Little League.

Rob Hanes, President, San Dimas Little League, expressed concern with the noncompliant dugouts, security of documents, and funding. He clarified that lights are needed to allow the kids to play at night. He also pointed out that during the winter, San Dimas kids go to La Verne and pay $5 per player, per season to fund the La Verne facility.

Mayor Morris said the City provides the facilitites free of charge to ease the financial burden on parents to have their kids participate in Little League.

In response to Council, Director Bruns stated that the Parks and Recreation Commission discusses budget ideas in January; there are not a lot of development opportunities in the city; and staff is looking between now and March 2015 for new ADA upgrades to be in compliance with new 2010 ADA requirements.

Tim Roe said new directional lighting does not give off a glare to neighbors and during the winter ball program when the three fields close down, the players go to other cities with lighted fields. He stated that the baseball community sees tennis court lights on every night at the various parks, with little or no activity. He added that 13 year old divisions need bigger fields and bases and San Dimas is the only city that does not offer regulation baseball fields.

Mayor Morris said the city does not own school areas controlled by the School District for their programs and he does not know of any area in town that can be acquired to build a baseball field.

In response to Council, Assistant City Manager Stevens said contingent upon the success of one of two grants, an analysis of open space elements can be incorporated as part of the General Plan budget and there might be the possibility of looking at how it would comply with the standard criteria for ball fields, tennis courts and other types of facilities.

d. Grayoaks sign at the entrance to Terrebonne Avenue – receive report regarding a renovation plan – if favorable; consider the appropriation of funds within the 2010-11 fiscal year budget cycle.

It was moved by Councilmember Bertone, seconded by Councilmember Templeman, to approve the proposed conceptual engineering plan for the sign repair and fund $25,000 for the repairs as part of 2011-2012 fiscal budget cycle. The motion carried unanimously.

e. Green Building Code – explanation of the new provisions, note the mandatory and voluntary measures, explain cost issues and considerations and the adoption and implementation of the code provisions. Discussion of other issues such as the Fire Marshall requiring residential sprinklers.

Superintendent of Building and Safety Beilstein provided a Powerpoint presentation explaining the elements of the new 2010 California Green Building Standards Code (CALGREEN) and 2010 California Residential Code. He stated that all new construction of one and two-family residences and townhomes will be mandated to install residential fire sprinklers.

Superintendent Beilstein responded to specific questions and said staff will prepare ordinances incorporating the new codes and amending the Zoning Code for adoption by the City Council at a future meeting.

RECESS

Mayor Morris called a recess at 7:30 p.m. The meeting reconvened at 7:36 p.m. with all members present.

f. Grove Station – course of action regarding the 4 homes owned by the Redevelopment Agency – decision to rent or sell the units. Also, verbal report regarding preliminary development concepts or possibilities for the balance of the Grove Station property.

City Manager Michaelis said the four homes purchased by the Agency as part of the Grove Station project, are nearing completion and will be ready for sale or rent.

City Attorney Brown discussed funding for the four condominium units in the Grove Station Sub Phase I Development. He said Fannie Mae would allow a 3% down to qualify more buyers, however, that would require the Agency to waive the subordination provision. He said FHA loans require the Affordable Covenants to be subordinated to the first Trust Deed. Fannie Mae will allow the Affordable Covenants to survive and not be subordinated to the first Trust Deed. Staff recommends that the Agency does not subordinate to the first Deed of Trust.

In response to Councilmember Templeman, Mr. Brown replied that if the Fannie Mae program is permitted, the City would have to subordinate its affordability restriction to the first Deed of Trust and, if the owner defaulted on the loan, the Agency ran the risk of having the units sold and the affordability covenant would be wiped out.

In response to Councilmember Templeman, City Attorney Brown said Housing Programs Manager Kasuyama has a list of interested parties and will work with the Receiver to screen and qualify potential buyers.

It was moved by Councilmember Bertone, seconded by Councilmember Templeman, to approve staff's recommendation that the units be sold to persons of moderate income, as was the original intention, that the affordability restriction not be subordinate to the first Deed of Trust, and that staff work out the details of qualifying potential purchasers and proceed with the other details to sell the four Agency units. The motion carried unanimously.

Assistant City Manager Stevens said the receiver has been in discussions with a developer which has expressed interest in developing the rear property with a development of stack flat townhome condominium units, which would result in a net reduction of 15 units from the originally approved 96 units, based upon the first site plan. He said this is a starting point and does not know if these are the final numbers or if the plan meets all requirements.

In response to Councilmember Bertone, Mr. Stevens said these would be all ownership housing and not include rental units for low income or senior housing.

Mr. Stevens said his biggest concern is that the reduced density may have an impact on our housing element because certain density was specified on this property. Also, a new housing agreement will have to be approved relative to affordable units because any residential project within the boundaries of the Redevelopment Agency creates a 15% low-moderate income obligation. He said in buying the four units in the first phase, we committed to buy eight more in subsequent phases, however, that number may be reduced. He added the developer would rather make an in lieu contribution, and have the housing offsite.

g. Project to widen First Street – concrete, asphalt pavement, sidewalk and miscellaneous landscape improvements as part of the city hall project to increase parking and needed renovation work.

Public Works Director Patel said cost estimates for plans to widen the north side of First Street to increase parking needs for Civic Center facilities were presented to the City Council. He explained that the remodeling and expansion project eliminated eight parking spaces in the west city hall addition that may create a shortage for employees, users of, and visitors to city hall, community building, and senior citizens/community center. Staff believes that while the city hall project progresses, it is a good time to revisit and implement plans for perpendicular parking and staff proposed a long term permanent improvement plan that would enhance the appearance of First Street at a cost of $161,000. Staff recommends that Council consider appropriating necessary funds to complete the improvements and appropriation of infrastructure funds in the amount of $161,000, or $40,000 for removal and replacement of sidewalk as staff described.

It was the consensus of the City Council that the expense of $161,000 did not justify removal of two-feet of sidewalk and jeopardize healthy trees for installation of nine extra spaces of perpendicular parking.

It was moved by Councilmember Templeman, seconded by Councilmember Bertone, to approve the appropriation of infrastructure funds in the amount of $40,000 to remove and replace sidewalks as recommended. The motion carried unanimously.

h. Opportunity to discuss concerns regarding the city's sign provisions.

This item was deferred to the end of the meeting.

i. Report on the preliminary audit of the 2009-10 year-end city finances and budget.

Assistant City Manager Duran stated that the final audit report, although not yet available, reports no significant findings. He reported that general fund expenditures were below actual revenues with a year end surplus in the amount of $682,502, which will be added to the existing reserve for an ending cash fund balance of $12,505,892, after the transfer of the $5.5 million into the city hall renovation fund.

j. Requests for expenditures outside the budget process:

- Direction regarding additional holiday decorations for the 2010 season.

Parks and Recreation Director Bruns said there may be Council interest in the purchase of additional downtown holiday decorations. She reminded the City Council that the 2010-11 budget does not include funds for the purchase of additional holiday decorations, as the 50th anniversary banners are scheduled to remain in place through end of year.

In response to Council, Ms. Bruns said existing decorations will be hung on Bonita Avenue from Cataract Avenue to Walnut Avenue and staff will review the purchase of additional decorations with the 2011-12 budget process.

- Proposal from Bonita corridor businesses for stringing lights between the street lights.

Assistant City Manager Stevens asked if there is Council interest in the Bonita Corridor Committee's proposal to string holiday lights between the street light poles in the downtown. He said there are technical limitations related to the cable and how it is attached to the light poles.

There was a consensus in having staff conduct a technical feasibility study and determine options for hanging string holiday lights pole to pole in the downtown.

- Proposal from Bonita corridor businesses for lights outlining their building facades.

Assistant City Manager Stevens outlined concerns to address the Bonita Corridor Committee's proposal to outline tops of downtown buildings with lights year round. He asked if the City Council had any interest in this concept.

It was the consensus of the City Council that lights would provide an aesthetic appearance to the downtown and to direct staff to pursue cost estimates for the power supply and/or alternative sources.

Councilmember Templeman expressed concern if the downtown facades could bear the weight of lighting.

Mr. Stevens stated that each building would be evaluated independently based on cost, and staff would look at trees and/or buildings.

- Holiday lights on the Walker House

Parks and Recreation Director Bruns said at Council's direction, the Walker House will be decorated in holiday lights on the first story roof line and upper story. She asked if the Council is amenable to Saffron's request to keep lights in place year round.

The City Council was opposed to keeping lights up all year. Councilmember Templeman suggested using other than white lights during the holidays. Mayor Morris suggested putting lights in each east facing window.

- Discussion regarding City accepting landscape maintenance of Caltrans freeway ramps.

City Manager Michaelis reported that complaints were received regarding the lack of maintenance at freeway ramps and staff has contacted Caltrans to encourage regular maintenance. However, staff feels that state furloughs and budget issues are responsible for maintenance frequency and he suggested a letter be sent to state legislators to require Caltrans to meet their obligations.

Ron Kranzer said the intersection of Arrow Highway and Bonita Avenue is a major entrance to the city and the responsibility of maintaining the area may fall to the city rather than waiting for the state to maintain the area.

Mr. Michaelis said there has been success in the past in sending a letter to the State legislator.

- Other Items

1) In response to Mayor Morris, Mr. Stevens replied that he met with the owner of the Flower Shop to address his request to pursue the façade program.

2) Councilmember Badar mentioned that several last minute requests have come in for plaques, certificates and/or proclamations and he suggested coming up with criteria for preparing the recognitions.

Staff will prepare a policy relating to presentation of plaques, proclamations and certificates to be approved by the City Manager.

k. Cell facilities in public parks. Confirm direction to staff regarding requests to utilize parks and public land for communication facilities.

Parks and Recreation Director Bruns requested Council's direction on hearing proposals for cell facilities in public parks and clarification on criteria.

The City Council provided direction and empowered staff to determine if the proposal warrants consideration by the Council.

l. Update on the San Dimas Station retail center – STG

Assistant City Manager Stevens said as a Subcommittee, he, Mayor Morris, Councilmember Ebiner, and City Manager Michaelis, have had discussions over the course of several months with STG, the owner of San Dimas Station. He said discussions have ranged from dislike of use restrictions to potential remodeling of building façades and the relaxing of sign regulations to allow larger monument signs. Mr. Stevens said STG generated conceptual elevations and talked about redoing landscaping.

Mr. Stevens said the two issues are signs and uses: 1) A Master Sign Program was approved which allowed them to renovate or remove their freeway signs, however, they are now proposing the installation of a new monument sign that will require amendments to the Code. He added that up to five smaller monument signs are permitted under the existing code, but STG wants up to eight signs. He said staff is not supportive of their proposal, which will go before the Planning Commission to see if they are willing to initiate code amendments.

2) The next issue is the type of uses that are permitted in the shopping center. Mr. Stevens said STG is looking for more service business, which does not generate sales tax, and staff has relied on use determinations suggesting some uses do not belong in the center. Staff is concerned that too many service type uses, normally permitted in an industrial zone, will be permitted to proliferate in a retail center.

m. Long Range Planning Projects Update – review of what is ready for consideration, schedule for the rest of the projects.

Assistant City Manager Stevens said the acquisition of the Chevron Station was put on hold due to takes of Redevelopment funds. An appraisal will be conducted to determine the value for purchase mechanisms, and the remediation of tanks will then take place.

City Manager Michaelis said this item will be brought back for the next step and suggested that Council direction would assist staff on how the property would be used.

The Council suggested uses for the property can be a park; expansion of the patio area at Walker House; and/or a public restroom for the downtown.

h. Opportunity to discuss concerns regarding the city's sign provisions.

This item was deferred to a study session on October 26, 2010.

2. **Oral Communications** – Members of the audience. Anyone wishing to address the City Council on an item not on the agenda. No action or discussion shall be undertaken on any item not appearing on the posted agenda. Speakers may be subject to a time limit as may be determined by the chair.

There were no further comments.

3. **Adjournment**

Mayor Morris adjourned the meeting at 9:40 p.m. The next meeting of the City Council is October 12, 2010 at 7:00 p.m. in the Multi Purpose Room, Senior Citizen/Community Center.

Respectfully submitted,

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Ina Rios, CMC, City Clerk

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of December 14, 2010

From: Blaine Michaelis, City Manager

Initiated By: Public Works Department

Subject: **Cash Contract 2010-11 Horsethief Canyon Park Gravity Sewer and Force Main System**

1. **Appropriation of an additional $20,000 from the Sewer Fund**
2. **Award of Cash Contract 2010-11 Horsethief Canyon Park Gravity Sewer and Force Main System to Paulus Engineering, Inc in the amount bid of $79,780.00.**

Summary

While performing routine maintenance of the septic system at the Sycamore Equestrian Center residence in June 2009, it was discovered that the septic system leach field had failed. In order to maintain sewer service, the City has been pumping the septic tank once a week while design for a new septic system/sewer system was completed. The proximity of the residence to a blue line stream necessitates pumping the sewage uphill, greatly increasing the complexity and cost of a new septic/sewer system. High prices for construction of a new force main/leach field system combined with the Council's desire to eliminate the septic system's environmental impact led to design of a force main/gravity sewer system that connects to the City sewer.

On Wednesday December 8, 2010 at 10:00 a.m., the City received 19 sealed bids for the construction of Cash Contract No. 2010-11, Horsethief Canyon Park Gravity Sewer and Force Main System Project. The apparent low bidder out of the bids received was Paulus Engineering, Inc. for $79,780.00. The bid is for installation of approximately 510 linear feet of 8 inch clay sewer pipe, 710 linear feet of 2 inch plastic force main pipe, 2 manholes, 1 wetwell and a duplex sewer pump system (two pumps for redundancy in case on pump fails).

The City Fiscal Year 2010-2011 Budget allocates $100,000 for this project with $40,000 from the General Fund and $60,000 from the Sewer Fund. The total project budget with engineering, survey, soils testing and contingency would need to be approximately $120,000. Staff recommends that Council consider appropriating the $20,000 needed to fund the project budget from the Sewer Fund, and awarding the contract to Paulus Engineering Incorporated for the bid amount of $79,780.

4d

BACKGROUND

When routine maintenance of the septic system at the Sycamore Equestrian Center residence was performed in June 2009, it was discovered that the septic system leach field had failed. In order to maintain sewer service to the residence, the City has pumped out the septic tank every week since that time. Due to the proximity of the residence near a blue line stream, the new leach field had to be located on a portion of the property that was uphill of the existing septic tank, which required installation of a pump and force main system. After several months of design and permitting approval process through the Los Angeles County Health Department (made much more complex again due to the proximity of the blue line stream), a request for informal bids on the approved design for the force main/leach field system resulted in an extremely high construction bid.

At the April 13, 2010 Meeting, Council determined that the environmental benefits of eliminating the septic/leach system warranted connecting the residence to the sewer. Connection to the sewer would entail extending the 8 inch gravity sewer main through the upper arena area and constructing a force main system from the residence to the terminus of the gravity sewer extension (near the existing upper barn). The extension of the gravity sewer would also provide benefit for future public restrooms in the upper arena and benefit any future building on the pad to the east of the large upper barn.

After several months of re-design and approval through the Los Angeles County Sewer Maintenance District, the City advertised for construction bids for a combined gravity sewer/force main system designed to connect not only the residence at 1525 Sycamore Canyon Rd to the sewer, but also to provide capacity for an anticipated future sewer connection of the public restrooms north of the residence.

Sealed bids for CC 2010-11 Horsethief Canyon Park Gravity Sewer and Force Main System were received by the City Clerk on Wednesday, December 8, 2010, and publicly opened. The project consists of installation of approximately 510 linear feet of 8 inch clay sewer pipe, 710 linear feet of 2 inch plastic force main pipe, 2 manholes, 1 wetwell and a duplex sewer pump system (two pumps for redundancy in case one pump fails).

The City received 19 bids. The lowest 10 bids are as follows (all bid results are available if requested and are also posted on the City's website):

1)	Paulus Engineering, Inc.	$ 79,780.00
2)	T.B.U., Inc.	$ 82,125.00
3)	Conengr Corporation	$ 94,472.00
4)	ACR Construction	$ 94,750.00
5)	Pro-Craft Construction Inc.	$ 94,850.00
6)	Mora's Equipment & Construction, Inc.	$ 94,950.00
7)	E & R Construction Inc.	$ 95,550.00
8)	C.P. Construction Co., Inc.	$ 96,880.00
9)	MNR Construction, Inc.	$ 98,150.00
10)	Palp, Inc. dba Excel Paving Company	$ 98,290.00

The City Fiscal Year 2010-2011 Budget allocates $100,000 for this project. The funds consist of $40,000 from the General Fund and $60,000 from the Sewer Fund. In order to build the project, Staff recommends a total project budget of $120,000 allocated as follows:

Construction	$ 79,780.00
Engineering	$ 8,000.00
Survey	$ 8,000.00
Soils/Compaction Testing	$ 8,000.00
Contingency (20%)	$ 16,000.00

Total Project budget (rounded to nearest thousand): $120,000

In order to fund the project budget as shown above, Staff recommends that Council consider appropriating an additional $20,000 from the Sewer Fund. This would result in an estimated end of year Sewer Fund balance of $617,586.

CONTRIBUTING FACTORS FOR ADDITIONAL FUNDS

Additional costs for the project occurred when the force main pumps were upgraded to handle the public restrooms in The Sycamore Equestrian Center above the residence. The pumps were upgraded to a heavier duty commercial series that provide a grinder system.

Additionally, during design, Staff found that the new force main would cross over several water lines, including a major feeder line. In order to protect the water lines from cross contamination, the force main needed to be encased in the vicinity of the water lines. This resulted in additional costs, which is not in the original budget estimate.

Even with the above additional costs, the actual construction cost of the project was within the original estimate. However, Staff is requesting additional funding due to higher contingency and engineering/survey and soils testing services. Recent projects have across the board shown that while the actual construction bids are lower, contractors are being extremely aggressive with change order submittals. For example, in previous years when a contractor encountered an unmarked utility that was of minor delay, most of the time, the contractor would not charge extra for the encounter. Recently, the contractors have been requesting change orders for the delay in their work, no matter how minor. This is resulting in additional charges on the contract.

Staff is combating the proliferation of change orders by additional inspection, tighter design specifications and requiring potholing prior to construction (potholing for this project was completed in July 2010/August 2010). However, in underground construction, there are often unforeseen utilities or abandoned utilities that do not show on the plans which result in unanticipated cost. This is reflected in the typical practice of municipalities in providing contingency construction funds for each project. For this project, Staff is requesting a slightly higher contingency percentage (20% versus typically 15%).

As Council is aware, any of the funds not being used for the project would remain in the original account.

Should Council desire to proceed with the recommended project budget, Staff reviewed the bid proposal, bid bond and references provided by the lowest responsible bidder, Paulus Engineering, Incorporated, and verified that the contractor's bid bond is issued by an admitted surety, as required by Public Contract Code 20170. It was confirmed through the State Contractor's License Board that the contractor's license 724114, Class A, is valid through June 30, 2012. The references provided by the

contractor were positive and uniformly indicated that Paulus Engineering, Inc. is capable of performing the work specified in the contract.

RECOMMENDATION

Staff recommends that Council consider:

1) **Appropriating an additional $20,000 from the Sewer Fund (Fund 6) for this project.**
2) **Awarding Cash Contract 2010-11 Horsethief Canyon Park Gravity Sewer and Force Main System to Paulus Engineering Incorporated for the amount bid of $79,780.00.**

Respectfully submitted,

Shari Garwick
Senior Engineer

sg/jam/12-10-21

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of December 14, 2010

From: Blaine Michaelis, City Manager

Initiated By: Public Works Department

Subject: **Approval of MOU with Los Angeles County Metropolitan Transit Authority to fund the Widening of Foothill Blvd. at San Dimas Wash Bikeway Improvements**

Summary

Staff is requesting that Council authorize the execution of a Memorandum of Understanding with Los Angeles County Metropolitan Transit Authority (METRO) to fund the Foothill Blvd. at San Dimas Wash Bikeway Improvements, tentatively scheduled for completion in FY 2012-13.

BACKGROUND

The City was awarded $1,194,000 in 2007 Call for Projects funds to widen Foothill Blvd. at the San Dimas Wash to accommodate for sidewalk and bike lane improvements. Execution of the Memorandum of Understanding (MOU) formalizes the agreement between the City and METRO for this funding.

The tentative schedule will begin toward the end of this fiscal year, in April. The majority of engineering and permitting is scheduled for funding in 2011-2012, with construction to occur during summer of 2012, at the beginning of the 2012-2013 fiscal year.

At the time of the Call for Projects application the project cost estimate was $1,414,000, with an approximately 35% (488,000) match to be provided by the City. The County became involved in 2010 because we were hoping to utilize their expertise in the design and construction engineering for this complex type of project. The current estimate is now $2,300,000, based on a revised cost prepared by County of Los Angeles staff which included increased preliminary engineering costs, unexpected LA Flood Control right of way acquisition requirements, and consultation with Caltrans which required repairing existing structural deficiencies within the bridge structure, and abandoning an adjacent partially opened bridge. Based on County's estimate and a likely contribution of $244,000 from them if we undertake a cooperative project, the City would still be required to come up with additional money to make up for the increased cost. In other words, the City total contribution would end up being approximately $1,345,000 of the $2,300,000 project.

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DISCUSSION

Due to this potential budget short fall of $857,000, Staff explored other alternative funding and there is a good possibility the City may secure alternative additional funds for the project from the Highway Bridge Rehabilitation and Restoration Program (HBRRP) through Caltrans.

Therefore as an alternative, the City is requesting HBRR funds (federal dollars) from Caltrans, and the required match would be approximately $500,000, which is only a small amount more than the match required of the 2007 award when the estimate was only 1.4 million. Our success of being awarded these funds will not be known definitively until next March or April. However, the indication from the Caltrans Local Assistance Office is that our project is ranked highly in consideration of the safety issues. If the project is awarded these alternative grant funds, some or all of the METRO funds may be relinquished. It is staff's intention to utilize the HBRRP monies for the direct bridge work and then use a portion of the awarded Call for Projects funds for associated landscaping and approach improvements.

As a placeholder to keep our Call for Project application active in the METRO system, the City is required to enter into an agreement. Approving and executing the METRO MOU agreement does not fully commit the City to proceed with a project that would require a $1,345,000 match contribution from the City. The agreement has enough provision to successfully pull out.

RECOMMENDATION

Staff recommends Council authorize the Director of Public Works to execute the Memorandum of Understanding with Los Angeles County Metropolitan Transit Authority.

Respectfully submitted,

Krishna Patel
Director of Public Works

Attachment: General Terms of the MOU for Foothill Blvd. at San Dimas Wash Bikeway

12-10-16 kp

PART II

GENERAL TERMS OF THE LOA

1. PAYMENT OF FUNDS: Project Sponsor understands and agrees that LACMTA provides no Funds under this LOA and LACMTA shall have no responsibility or obligation to provide any Funds for the Project. Project Sponsor shall receive the Funds directly from the Agency pursuant to a separate agreement with the Agency. Project Sponsor shall submit to the Agency the appropriate invoices in the form, manner, and schedule specified by the applicable requirements of the Agency. Project Sponsor cannot be reimbursed for any cost incurred without prior authorization from the Agency. Project Sponsor shall be subject to, and comply with, all applicable requirements of the Agency. The allowability of expenditures, the cost reimbursement schedule, eligibility issues, resolution of disputes, and all other issues relating to this LOA shall be subject to the rules, regulations, and requirements of the Agency.

2. TERM:

2.1 The term of this LOA shall commence upon the date of this LOA, and shall terminate upon the completion of the agreed upon Scope of Work and LACMTA's receipt of Caltrans' final voucher paid for the Project.

2.2 Prior to the allocation of the Funds, should LACMTA determine there are insufficient Funds available for the Project, LACMTA may terminate this LOA by giving written notice to Project Sponsor at least thirty (30) days in advance of the effective date of such termination.

3. USE OF FUNDS:

3.1 Project Sponsor shall utilize the Funds to complete the Project as described in the Scope of Work and as approved by LACMTA and in accordance with the applicable requirements of the Agency.

3.2 The Funds, as programmed under this LOA, can only be used towards the completion of the Scope of Work originally adopted by LACMTA unless modified by an amendment to this LOA. Project Sponsor shall also be subject to and comply with all applicable requirements of the Agency administering this Project.

4. REPORTING AND AUDIT REQUIREMENTS:

4.1 Project Sponsor shall be subject to and comply with all applicable requirements of the Agency regarding Project reporting and audit requirements. *Project Sponsor shall use the Federal Transportation Improvement Program ("FTIP") No., Expenditure Authorization ("EA") No., and LACMTA Call for Projects Project ID# on all correspondence.*

4.2 Since the Project is funded exclusively with Federal/State funds and contains no LACMTA local funding, LACMTA has no audit responsibilities on this Project. Project Sponsor shall comply with all Agency compliance, pre-award and performance audit requirements as deemed necessary to assure that funding expenditures conform to all applicable Project funding guidelines, laws and regulations. LACMTA, as the programming agency, shall have the right, at its sole discretion, to audit the Project for compliance with the terms of this LOA and to assure that funding expenditures conform to the terms of this LOA. LACMTA shall have the same audit rights as the Agency to audit the Project.

4.3 Project Sponsor shall submit the Quarterly Progress Report within 60 days after the close of each quarter on the last day of the months November, February, May and August. Annually with the 4th quarter Progress Report, Project Sponsor also shall submit photos of key components and milestones demonstrating Project progress or completion.

5. EXPENDITURE AND DISPOSITION OF FUNDS:

5.1 The expenditure and disposition of the Funds by Project Sponsor shall be subject to and in accordance with the terms and conditions of this LOA and the applicable requirements of the Agency. Project Sponsor shall not utilize the Funds in any other way or on any project other than that specified in this LOA and the applicable requirements of the Agency.

5.2 Project Sponsor shall be responsible for any and all cost overruns for the Project.

5.3 Project Sponsor shall be eligible for the Funds up to the programmed amount specified in Part I, Section 2 of this LOA subject to the terms and conditions contained herein and in all applicable requirements of the Agency.

5.4 The programming of the Funds does not imply nor obligate any future funding commitment on the part of LACMTA or the Agency.

6. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

6.1 The following is LACMTA's understanding of the state requirements for timely use of funds, as of the date of this LOA; the terms of this section are subject to change by the Agency and/or the CTC.

6.2 Programmed Funds are available for a project specific allocation vote by the CTC only until the end of the Fiscal Year (FY) for which they are programmed. Project Sponsor may request a one-time extension to the allocation deadline, however there is no guarantee it will be approved. Project Sponsor must present Caltrans District 7 with either a completed Project specific allocation request or a completed request for extension at least 60 days in advance of the last CTC meeting of the fiscal year in which the Funds are programmed, otherwise, the Funds may be rescinded by the CTC and LACMTA will not be responsible for replacing them. An allocation request and/or a request for extension will not be considered complete by Caltrans unless it includes LACMTA concurrence.

- After the Funds are allocated by a specific vote of the CTC for construction or capital purchase, Project Sponsor has six (6) months to award a contract; or request a one-time extension from the CTC. However, the CTC is under no obligation to grant this extension. Otherwise, the Funds may be rescinded by the CTC and LACMTA will not be responsible for replacing them.

- After award of a contract, Project Sponsor has a maximum of thirty-six (36) months to complete such contract and expend and receive reimbursement of the expenditures.

- Funds allocated by the CTC for Project development or right-of-way costs must be expended by the end of the second Fiscal Year following the year in which the Funds were allocated.

The deadline for the Project specific allocation vote can be extended by the CTC, but only if the CTC's action occurs by June of the Fiscal Year in which the Funds are programmed. The possible CTC extensions are one time and for up to twenty (20) months at the discretion of the CTC, but only if the CTC finds that an unforeseen and extraordinary circumstance beyond the control of Project Sponsor has occurred that justifies the extension.

Following the allocation, at the end of the period allowed for expenditure and reimbursement of expenditures, subject to the requirements and regulations of the Agency and the CTC, and to the extent allowed by the Agency and the CTC, Project Sponsor shall relinquish any Funds not reimbursed to the State Highway Account for future programming at the CTC's discretion.

Assuming the above allocation and Project development/right-of-way expenditure and reimbursement deadlines have been met, all Funds programmed for FY 2010-11 are subject to lapse on July 31, 2011. Assuming the above allocation and Project

development/right-of-way expenditure and reimbursement deadlines have been met, all Funds programmed for FY 2011-12 are subject to lapse on July 31, 2012. Assuming the above allocation and Project development/right-of-way expenditure and reimbursement deadlines have been met, all Funds programmed for FY 2012-13 are subject to lapse on July 31, 2013.

Prior to the programmed year, a STIP amendment reprogramming funds to a later year will postpone the application of the lapsing provision. A STIP amendment request must be made ninety (90) days prior to the last CTC meeting or no later than March of the program year of the Fiscal Year prior to the Fiscal Year in which the Funds are programmed. A STIP amendment request will not be considered complete by Caltrans unless it includes LACMTA concurrence. The CTC will not amend the STIP to change the program year of the funding after the beginning of the fiscal year for which the Project is programmed.

If Project Sponsor fails to meet any of the above conditions, the Project shall be considered lapsed by the CTC and will be removed from LACMTA's program of projects.

6.3 Project Sponsor must execute this LOA within ninety (90) days of receiving formal transmittal of the LOA from LACMTA or by December 31 of the first fiscal year in which the Funds are programmed, whichever is later and demonstrate evidence of timely allocation of Funds programmed for the Project within the time period described in Part II, Section 6.2 of this LOA. Evidence of timely allocation includes an executed allocation request document, an approved Grant Application document with the Agency, and the Fund Allocation Request that Project Sponsor submits to the CTC.

6.4 In the event this LOA is not executed and/or evidence of timely allocation of Funds is not provided as described in Part II, Sections 6.1, 6.2 and 6.3 of this LOA, the Project will be reevaluated by LACMTA as part of the annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the LACMTA Board of Directors. If Project Sponsor does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event the Funds are reprogrammed, this LOA shall automatically terminate without further action by either party.

7. SOURCES AND DISPOSITION OF FUNDS:

7.1 The obligation for LACMTA to program the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors, the United States Government or the State of California, as applicable. If such Funds are not made available for the Project, this LOA shall be void and have no further force and effect, and LACMTA shall have no obligation to program the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 Project Sponsor shall fully fund and contribute the Project Sponsor Funding Commitment, as identified in the Project Funding (Attachment A), towards the

cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Project Sponsor agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8. COMMUNICATIONS:

8.1 Project Sponsor shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. Project Sponsor shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by Metro" alternative acceptable minimum language; and (ii) the Metro logo, with the exception of press releases, which do not require a Metro logo.

8.2 If Project Sponsor proposes to produce any Communication Materials that do not contain the information set forth in Section 8.1 above, Project Sponsor must provide an opportunity for prior review and written comment by the Chief Communications Officer of LACMTA or its designee before such materials can be produced. If Project Sponsor does not receive a response from LACMTA Communications within seven (7) working days from the day of receipt by LACMTA Communications staff, Project Sponsor may proceed with producing the Communications Materials as proposed.

8.3 For purposes of this LOA, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

8.4 For signage on Project structures, facilities, vehicles and construction sites, Project Sponsor shall use the phrase, "Funded in part by [Metro logo]" or "Your tax dollars at work (Metro logo)" or alternative acceptable language. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

8.5 Project Sponsor shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

8.6 The METRO logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

8.7 Project Sponsor shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this Section 8.

9. OTHER TERMS AND CONDITIONS:

9.1 This LOA, along with the applicable requirements of the Agency, constitutes the entire understanding between the parties, with respect to the subject matter herein. The LOA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original LOA or the same level of authority.

9.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this LOA, or the applicable requirements of the Agency, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

9.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Project Sponsor under or in connection with any work performed by and or service provided by Project Sponsor, its officers, agents, employees, contractors and subcontractors under this LOA. Project Sponsor shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) misuse of the Funds by Project Sponsor, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Project Sponsor's obligations under this LOA; or (iii) any act or omission of Project Sponsor, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services in connection with the Project, including, without limitation, the Scope of Work, described in this LOA.

9.4. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this LOA.

9.5 Project Sponsor shall comply with and insure that work performed under this LOA is done in compliance with Federal Agency Regulations (FAR), Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and the applicable requirements and regulations of the Agency, CTC and LACMTA.

9.6 Project Sponsor shall not assign this LOA, or any part thereof, without written consent and prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

9.7 This LOA shall be governed by California law. If any provision of this LOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.8 The terms of this LOA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

9.9 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Project Sponsor ceases to use the software/ITS for public purposes or Project Sponsor sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Project Sponsor reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

9.10 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with LACMTA's Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment G-1. See www.metro.net/projects_studies/call_projects/other_resources.htm for ITS Policy and Procedures, and the Self Certification form.

9.11 If any parking facilities are designed and/or constructed using the Funds, Project Sponsor shall coordinate with the LACMTA parking program staff in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA-adopted parking policy. For LACMTA's Parking Policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

9.12 Project Sponsor agrees that the disposal of property purchased with the Funds shall be disposed of in accordance with the Agency's guidelines.

9.13 Notice will be given to the parties at the address specified in Part I, otherwise notified in writing of change of address.

9.14 Project Sponsor in the performance of the work required by this LOA is not a contractor nor an agent or employee of LACMTA. Project Sponsor attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Project Sponsor shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

9.15 Project Sponsor shall notify LACMTA in advance of any key Project staffing changes.

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of December 14, 2010

From: Blaine Michaelis, City Manager

Initiated by: Eric M. Beilstein, Supt. of Bldg & Safety

Subject: **Ordinance 1200 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS, INCLUDING FEES AND PENALTIES**

SUMMARY

Amend Title 15 of the San Dimas Municipal Code (SDMC) by adopting by reference the 2010 Editions of the Model Codes to regulate the construction, alteration, and occupancy of all buildings or structures in the City of San Dimas and be consistent with the California Health and Safety Code, the San Dimas Municipal Code, and current policies and practices.

BACKGROUND: The California Health and Safety Code establishes a Building Standards Commission, whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code, commonly called Title 24 and also establishes a date that these codes become effective throughout the State. The effective date for this triennial edition is January 1, 2011.

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The adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of San Dimas; and provision for issuance of permits and collection of fees therefore.

The Building Standards Code does *not* include the adoption of procedural ordinances by a City or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

RECOMMENDATION:

Approval of Ordinance 1200 which adopts by reference the 2010 editions of the California model codes along with various additions, deletions and administrative provisions making them consistent with the San Dimas Municipal Code and current policies.

Eric M. Beilstein

ORDINANCE NO. 1200

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS AMENDING SPECIFIED CHAPTERS OF TITLE 15 OF THE SAN DIMAS MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2010 EDITION OF THE CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, THE 2010 EDITION OF THE CALIFORNIA RESIDENTIAL CODE, THE 2010 EDITION OF THE CALIFORNIA PLUMBING CODE, THE 2010 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2010 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2010 EDITION OF THE CALIFORNIA FIRE CODE, AND THE 2010 EDITION OF THE CALIFORNIA GREEN BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN AMENDMENTS, ADDITIONS, DELETIONS, AND EXCEPTIONS, INCLUDING FEES AND PENALTIES

WHEREAS, the California Health and Safety Code establishes a Building Standards Commission, whose duties include approval, codification, and publication of building standards in a triennial edition of the California Building Standards Code, commonly called Title 24; and

WHEREAS, the Building Standards Commission also establishes a date that these codes become effective throughout the State; and

WHEREAS, the effective date for this triennial edition is January 1, 2011; and

WHEREAS, the adoption of these codes would regulate the fabrication, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, or other improvements to real property; maintenance of all buildings or structures in the City of San Dimas; and provision for issuance of permits and collection of fees therefore; and

WHEREAS, the Building Standards Code does *not* include the adoption of procedural ordinances by a City or other agency related to civil, administrative, or criminal procedures and remedies available for enforcing code violations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES HEREBY ORDAIN AS FOLLOWS:

Section 15.04.010 of the San Dimas Municipal Code is hereby repealed and replaced in its entirety as follows:

15.04.010 Adoption.

Except as provided in this Chapter, those certain building codes known and designated as the California Building Code, 2010 Edition, Volumes 1 and 2, including Appendix Chapters "C," "F," "I," and "J," based on the 2009 International Building Code as published by the International Code Council, shall be and become the Building Codes of the City of San Dimas for regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every buildings and/or structures

or any appurtenances connected or attached to such buildings or structures throughout the City. The California Building Code and its appendix chapters will be on file for public examination in the office of the Building Official.

Section 15.04.020 of the San Dimas Municipal Code is hereby amended as follows:

15.04.020 Amendments and additions

The following section of the California Building Code (CBC) Chapter 1, "Scope and Administration, Division I, California Administration," is amended as follows:

1.8.8 Appeals Board. Subsection 1.8.8 is hereby deleted in its entirety.

The following portions and sections of "Chapter 1, Scope and Administration, Division II, Scope and Administration" are hereby amended as follows:

The following language shall be added to Subsection 101.2 "Scope":

In order to properly maintain and safeguard healthful living conditions and comply with all provisions of the Building Codes, it is hereby declared unlawful to use any streetcars, boxcars, house cars, motor bus bodies, or similar means of conveyance or structures of similar nature of construction, for places of habitation, residence, or place of business in this City. However, nothing contained herein shall prohibit the use of any house trailer or mobile home for places of abode or habitation in an approved mobile home park, providing such structures comply with all other conditions and requirements of this Code.

The following language shall be added to Subsection 102.1 "General":

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Code or any part thereof is in conflict with the Fire Code, the most restrictive shall be applicable.

Subsection 104.1 "General" of Section 104 "Duties and Powers of Building Official" is hereby deleted and replaced in its entirety as follows:

104.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this Code and referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the power to render interpretations of this Code and the referenced technical codes, and to adopt and enforce rules and regulations supplemental to this Code as may be deemed necessary to clarify the application of the provisions of this Code. Such interpretations, rules, and regulations shall be in conformity with the intent and purpose of this Code.

Subsection 104.12 "Cooperation of Other Officials and Officers" shall be added as follows:

104.12 Cooperation of Other Officials and Officers. The Building Official may request and shall receive the assistance and cooperation of other officials of this jurisdiction so far as is required in the discharge of the duties required by this Code or other pertinent laws or ordinances.

Subsection 105.2 "Work exempt from permit" is hereby amended as follows:

Item 10 (Shade cloth structures) under "Building" is hereby deleted in its entirety.

Item 12 (Window awnings) under "Building" is hereby deleted in its entirety.

Subsection 105.3.2 "Time limitation of application" is hereby adopted and amended to read as follows:

Applications for which no permit is issued within 180 days following the date of application shall expire by limitation. Plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing the circumstances beyond the control of the applicant having prevented action from being taken. An application shall not be extended more than once. An application shall not be extended if this Code or any other pertinent laws or ordinances have been amended subsequent to the date of application. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee. All plans submitted for review prior to the effective date of this Ordinance shall expire by limitation within 180 days of application with no extensions.

Subsection 105.5 "Expiration" is hereby adopted and amended to read as follows:

Every permit issued by the Building Official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefore shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work, and provided further, that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee

have prevented action from being taken. Permits shall not be extended more than once.

Subsection 107.5 "Retention of construction documents" is hereby amended by adding the following language:

Before final inspection, electronic images of all plans, engineering calculations, and records that are submitted for the purpose of obtaining a building permit shall be submitted at the request of the Building Official. Electronic images shall be based on the Building Division's Electronic Archiving Policy.

Section 109 "Fees" is hereby adopted and amended as follows:

Subsection 109.2 "Schedule of permit fees" is hereby amended by adding the following language:

When submittal documents are required by Section 302.2 of the Uniform Administrative Code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fee shall be 100 percent of the building, electrical, mechanical and plumbing work permit fee as required in accordance with the fee schedule established by resolution of the City Council. When the City retains a private entity or person to perform plan review, the plan review fee shall be in an amount sufficient to defray the cost of such services, but in no case shall the plan review fee be less than the amount specified in this Section.

Subsection 109.4 "Work commencing before permit issuance" is hereby deleted and replaced in its entirety as follows:

109.4 Work commencing before permit issuance. Whenever work for which a permit is required by this Code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be as required, as in accordance with the schedule as established by the applicable governing authority. The minimum investigation fee shall be the same as the minimum fee set forth in accordance with the schedule as established by the applicable governing authority (double fee). The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this Code or the technical codes nor from the penalty prescribed by law.

Subsection 109.6 "Refunds" is hereby deleted and replaced in its entirety as follows:

109.6 Refunds. The Building Official may authorize refunding of a fee paid hereunder which was erroneously paid or collected. The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize refunding of not more than 80 percent of plan review fee has been paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any examination time has been expanded. The Building Official shall not authorize the refunding of any fee paid except upon written request filed by the original permittee not later than 180 days after the date of payment.

Section 110 "Inspections" is adopted and amended by adding the following subsection:

110.1.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives, and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection 110.3.5 "Lath and gypsum board inspection" is hereby amended by deleting the "exception" in its entirety.

Subsection 110.3.8 "Other inspections" is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

Subsection 110.5 "Inspection requests" is hereby deleted and replaced in its entirety as follows:

110.5 Inspection requests. It shall be the duty of the person doing the work authorized by the permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least one working day before such inspection is desired. Such request may be requested in writing or by telephone at the option of the Building Official. It shall be the duty of the person requesting any inspections

required by either this Code or the technical codes to provide access to and means for inspection of the work.

Section 111 "Certificate of Occupancy" is hereby adopted and amended by adding the following subsection:

111.5 Utility release. The following minimum requirements shall be completed prior to any occupancy or utilities connected:

(1) Written clearance from the Fire and Public Works Departments and Planning and Business License Divisions.

(2) The following when applicable:

(a) Electronic imaging of plans received (if required).

(b) Verification of school fees paid.

(c) Grading certificate received.

(d) All plan review fees paid.

(e) Sewer assessment fees paid.

(f) Hazard materials statements received.

(g) Subcontractor's list received.

Section 3109.4.1 Barrier height and clearances is amended to read as follows:

The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structures is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.

Appendix I Section I104.2 Footings is eliminated in its entirety.

Appendix J Section J103.2 Exception (1) is amended to read:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, that such grading will not adversely affect adjoining properties, and is less than a total of fifty (50) cubic yards (cut and fill).

Section Jll0 Erosion Control is hereby amended by adding:

J 110.3 Stormwater Management and Discharge. All construction sites are subject to the latest requirements of the City of San Dimas enforced National Pollution Discharge Elimination System (NPDES), Best Management Practices (BMPs), and applicable pollution control and erosion protection measures pursuant to Chapter 14.11 of the San Dimas Municipal Code.

Section 15.44.010 of the San Dimas Municipal Code is hereby repealed and replaced in its entirety as follows:

15.44.010 Adoption.

Except as provided in this Chapter, the California Electrical Code, 2010 Edition, based on the 2008 National Electrical Code as published by the National Fire Protection Association, shall be and become the Electrical Code of the City of Montclair, regulating all installation, arrangement, alteration, repair, use, and other operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

Chapter 15.46 is hereby added to Title 10 ("Buildings and Construction") of the San Dimas Municipal Code to read as follows:

Chapter 15.46

GREEN BUILDING STANDARDS CODE

Sections:

15.46.010 Adoption.
15.46.020 Green Building Standards Code amendments.

15.46.010 Adoption.

Except as provided in this Chapter, the California Green Standards Code, 2010 Edition as published by the California Building Standards Commission, shall be and become the Green Building Standards Code of the City, regulating and controlling the planning, design, operation, use and occupancy of every newly constructed building or structure in the City. The California Green Building Standards Code shall be on file for public examination in the office of the Building Official.

15.46.020 Green Building Standards Code amendments.

The 2010 Edition of the California Green Building Standards Code is hereby adopted with no amendments.

Sections 15.28.010 and 15.28.020 of the San Dimas Municipal Code are hereby repealed and replaced in their entirety as follows:

15.28.010 Adoption.

Except as provided in this Chapter, the California Mechanical Code, 2010 Edition, based on the 2009 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

15.28.020 Mechanical Code amendments.

The 2010 Edition of the California Mechanical Code is hereby adopted with no amendments.

Sections 15.48.010 and 15.48.020 of the San Dimas Municipal Code are hereby repealed and replaced in their entirety as follows:

15.48.010 Adoption.

Except as provided in this chapter, the California Plumbing Code, 2010 Edition, based on the 2009 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Plumbing Code of the City of San Dimas, regulating erection, installation, alteration, repair, relocation, replacement, maintenance, or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

15.48.020 Plumbing Code amendments.

The 2010 Edition of the California Plumbing Code is adopted with no amendments.

Chapter 10.50 is hereby added to Title 15 ("Buildings and Construction") of the San Dimas Municipal Code to read as follows:

Chapter 15.50

RESIDENTIAL CODE

Sections:

15.50.010 Adoption.
15.50.020 Residential Code amendments.

15.50.010 Adoption.

Except as provided in this Chapter, the California Residential Code, 2010 Edition, based on the 2009 International Residential Code, as published by the California Building Standards Commission, shall be and become the Residential Building Code of the City, regulating construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every detached one- and two-family dwelling and townhouse not more

than three stories above grade in height with a separate means of egress and structures accessory thereto in the City. The California Residential Code will be on file for public examination in the office of the Building Official.

10.50.020 Residential Code amendments.

The following portions and sections of Chapter 1, Scope and Application, Division I "California Administration," and Division II "Administration" are hereby amended as follows:

1.8.3 Permits, Fees, Applications and Inspections. Section 1.8.3 is hereby deleted in its entirety.

1.8.7 Appeals Board. Section 1.8.7 is hereby deleted in its entirety.

1.8.8 Unsafe Buildings or Structures. Section 1.8.8 is hereby deleted in its entirety.

Section R105 "Permits" is hereby amended as follows:

Item 9 (wndow awnings) under "Building" is hereby deleted in its entirety.

Section R109 "Inspection" is hereby adopted and amended by adding the following subsection:

R109.0.1 Workmanship. It is the intention of the City that all construction carried on under the review of the Building Division is of good quality. The Building Official shall be empowered to enforce the installation of work that is straight, level, plumb, square, etc., as the situation requires. All work shall be well fit and of a durable nature. Paint in all cases shall not be below normal standard for the use applied. The proper grading of walks, drives, and yards shall be required when being installed with the work requiring a building permit. A minimum thickness of 3½ inches for flat concrete work and 2 inches for asphalt paving shall be required. All exterior flat concrete work shall include such breaks for expansion as deemed necessary by the Building Official.

Subsection R109.1.5 "Other inspections" is hereby amended by adding the following language:

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for that purpose and pay the reinspection fee in accordance with a fee schedule adopted by this jurisdiction. In instances where reinspection fees have been assessed, additional inspection of the work will not be performed until the required fees have been paid.

Chapter 10.51 is hereby added to Title 15 ("Buildings and Construction") of the San Dimas Municipal Code to read as follows:

Chapter 15.51

FIRE CODE

Sections:

15.51.010 Adoption.

15.51.010 Adoption.

Except as provided in this Chapter, the California Fire Code, 2010 Edition, based on the 2009 International Fire Code, as published by the California Building Standards Commission, shall be and become the Fire Code of the City, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the City. The California Fire Code will be on file for public examination in the office of the Building Official.

Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this 14th day of December, 2010.

Curtis W. Morris, Mayor of the City of San Dimas

ATTEST:

Ina Rios, CMC, City Clerk

I, Ina Rios, City Clerk of the City of San Dimas, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 1200 of said City, which was introduced at a regular meeting of the City Council held on the 23rd day of November, 2010, and finally passed not less than five (5) days thereafter on the 14th day of December, 2010, by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

Ina Rios, CMC, City Clerk

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of December 14, 2010

FROM: Blaine Michaelis, City Manager

INITIATED BY: Community Development Department

SUBJECT: Final Environmental Impact Report – General Plan Amendment 08-02, Municipal Code Text Amendment 08-04 (Specific Plan No. 25), Tentative Tract Map 70583 & Development Agreement – Brasada Residential Project – Located north of the extension of Cataract Avenue in the Northern Foothills.

SUMMARY

The FEIR consisting of three Volumes has been prepared in compliance with the California Environmental Quality Act. Various mitigation measures have been prepared to address certain impacts but there are several significant and unavoidable impacts that cannot be fully mitigated. A Mitigation Monitoring and Reporting Program has been prepared to address the mitigable impacts and a Statement of Overriding Considerations has been prepared to address those which cannot be fully mitigated. Public comments received during the public review period are addressed in the FEIR.

The FEIR is recommended by the Planning Commission and the Staff for certification.

BACKGROUND

A Final Environmental Impact Report (FEIR) has been prepared for the above referenced project. The public comments period closed on November 4, 2010. The Planning Commission held a public hearing during the public comment period and received testimony on the DEIR (see minutes of October 20, 2010).

5b

See the Executive Summary (pages ES1 through ES-28 of the DEIR) for a summary of identified impacts associated with the project.

The FEIR documents include the following:

- DEIR and Technical appendices (Volumes I and II)
- Errata or minor corrections to the DEIR and Response to Comments Received (Volume 3)
- Mitigation and Monitoring Reporting Program (MMRP) – Exhibit C of Resolution No. 2010-67
- Statement of Overriding Considerations – Exhibit B of Resolution No. 2010-67

The FEIR has been prepared in compliance with CEQA and properly discloses impacts and identifies feasible mitigation measures where appropriate.
The FEIR has been prepared pursuant to the City's established procedures. The City selected the consultant and is responsible for the content and analysis contained in the environmental document. All costs are the responsibility if the applicant.

The City's environmental consultant PBS&J will provide a presentation on the EIR at the meeting.

It should be noted that there were a number of changes to the Findings (Exhibit A of the Resolution) and to the Statement of Overriding Considerations (Exhibit B of the Resolution) subsequent to the Planning Commission meeting. This was due to lack of adequate support data and a continuing discussion on addressing project alternatives in the Findings. All differences are highlighted in yellow in the Council Resolution. The Planning Commission was aware that such changes would be occurring and Resolution PC-1427 acknowledges this circumstance.

ANALYSIS

A number of impacts have been identified that can be reduced to a less than significant impact by applying various mitigation measures. The various mitigation measures can be found in multiple locations in the environmental documents. The need for each mitigation measure recommended is identified in the relevant section of the DEIR and in the Findings incorporated as exhibit A of Resolution No. 2010-67.

It should also be noted that project includes various Project Design Features which set certain thresholds for some of the analysis. These features are considered to be part of the project description but must be incorporated into the project to sustain certain environmental baselines. One example is the commitment to exceed Title 24 by 10%.

In this case there are several significant and unavoidable impacts that have been identified including visual character and quality, air quality during mass grading

and construction, impacts to sensitive receptors during mass grading and construction, emergency response plans/routes, and emergency access. Please review the DEIR and Findings in Resolution No. 2010-67 (Exhibit A) for more detailed discussion on these impacts.

RECOMMENDATION

The Planning Commission and Staff recommend that the City Council adopt Resolution No. 2010-67 certifying the Final Environmental Impact Report.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:

1. Draft Environmental Impact Report (DEIR)– Volume I dated September 20, 2010 (distributed *under separate cover* on September 20, 2010 in printed or CD form)
2. DEIR Appendices – Volume II dated September 20, 2010 (distributed *under separate cover* on September 20, 2010 in CD form)
3. Final Environmental Impact Report (FEIR) – Volume III including DEIR Revisions and DEIR Comments and Responses dated November 23, 2010 (distributed *under separate cover* on November 24, 2010 in printed form)
4. Revised Appendix B (Air Quality and Greenhouse Gas Emissions Technical report) dated November 20, 2010 (*available in Community Development Department*)
5. Resolution No. 2010-67 (City Council)
6. Resolution No. PC-1427 (Planning Commission)
7. Planning Commission Staff Reports dated November 17 & December 1, 2010

[NOTE: If you require additional copies of previously distributed documents please contact the Community Development Department or check the City website.]

RESOLUTION NO. 2010-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT, AS REQUIRED BY THE CALIFORNIA CODE OF REGULATIONS SECTION 15090, ADOPTION OF FINDNGS FOR THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT 08-02, MUNICIPAL CODE TEXT AMENDMENT 08-04, TENTATIVE TRACT MAP NO. 70583 AND A DEVELOPMENT AGREEMENT ASSOCIATED THEREWITH

WHEREAS, the City of San Dimas initiated General Plan Amendment 08-02 and Municipal Code Text Amendment 08-04 and NJD, Ltd. initiated Tentative Tract Map No. 70583 and a Development Agreement associated therewith, all pursuant to certain rights and obligations in conjunction with a Settlement Agreement entered into between the City and NJD, Ltd., for approval of a residential subdivision consisting of approximately 270 acres into 61 single-family residential lots, nine common area lettered lots, and one 83 acre lettered lot to remain open space to offered for dedication to the City or a conservancy; and,

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study was prepared for the project which indicated that the project may have a potentially significant impact on the environment and that an Environmental Impact Report would be prepared; and,

WHEREAS, a Draft Environmental Impact Report ("DEIR") was prepared and circulated for a 45 day review period. Comments were received from agencies, special districts and individuals from September 20, 2010 through November 4, 2010; and,

WHEREAS, during the 45 day review period, the Planning Commission held a public hearing on October 20, 2010 to receive public comment on the DEIR; and,

WHEREAS, all written and oral comments received during the comment period were responded to and have been incorporated into the Final Environmental Impact Report. The Final Environmental Impact Report ("FEIR"); consists of the DEIR, the Technical Studies and Appendix, the Comments and Response to Comments, the Revisions to the DEIR, and the Mitigation Monitoring and Reporting Program ("MMRP") and,

WHEREAS, based on review of the Initial Study, the DEIR, the FEIR and related materials, as well as all staff reports, written and oral testimony, and other information and input received on the environmental documentation prepared for the project and submitted into the public record, the City Council finds that the FEIR includes the elements required for an Environmental Impact Report and the FEIR informs the City Council and the public about potential significant environmental effects of the proposed

project, and indicates the manner in which the significant effects can be mitigated or avoided, except for certain effects identified as significant and unavoidable; and,

WHEREAS, notice was duly given of the public hearing on this matter and the public hearing was held before the Planning Commission on November 17, 2010 and continued to December 1, 2010 at the hour of 7:00 p.m. with all testimony received being part of the public record and the Planning Commission adopted Resolution PC-1427 recommending certification of the FEIR; and,

WHEREAS, notice was duly given of the public hearing on this matter and the public hearing was held before the City Council on December 14, 2010 at the hour of 7:00 p.m. with all testimony received being part of the public record; and,

WHEREAS, all requirements of CEQA have been met for the consideration of whether or not the project will have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of San Dimas certifies the FEIR as follows:

1. The recitals set forth above are incorporated herein as findings of fact by the City Council of the City of San Dimas.

2. The FEIR has been completed in compliance with CEQA.

3. The FEIR was presented to the City Council and the City Council reviewed and considered the information contained in the FEIR prior to making a recommendation to approve, approve with modifications, or deny the subject project.

4. The FEIR reflects the independent judgment and analysis of the City of San Dimas.

5. The City Council adopts the statement of facts and findings attached hereto as Exhibit A and incorporated herein as if fully set forth.

6. The City Council adopts the Statement of Overriding Considerations attached hereto as Exhibit B and incorporated herein as if fully set forth.

7. The City Council approves a Mitigation Monitoring and Reporting Program attached hereto as Exhibit C and incorporated herein as if fully set forth.

PASSED, APPROVED and ADOPTED, the 14th day of December, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Curt Morris, Mayor

ATTEST:

Ina Rios
City Clerk

EXHIBIT A
CEQA FINDINGS REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED BRASADA RESIDENTIAL PROJECT

(State Clearinghouse (SCH) No. 2010051020)

I. INTRODUCTION

Pursuant to the California Environmental Quality Act ("CEQA," Public Resources Code §§ 21000-21178.1) and the State CEQA Guidelines (14 Cal. Code Regs., §§ 15000-15387), the City of San Dimas ("City") is the lead agency for the Brasada Residential project ("project"). The City prepared an environmental impact report ("EIR") for the project (SCH No. 2010051020), which analyzed the potentially significant environmental impacts associated with implementation of the project.

The City hereby certifies and finds that the EIR for the project has been completed in compliance with CEQA (CEQA, Public Resources Code §§ 21000-21178.1) and the State CEQA Guidelines (14 Cal. Code Regulations, §§ 15000-15387). The City further makes the following Findings, pursuant to State CEQA Guidelines § 15091. The EIR concluded that the project will have:

- Significant, but mitigable environmental impacts associated with aesthetics (light and glare), air quality (No_x during construction), biological resources (candidate, sensitive or special status plant and animal species, sensitive natural habitats, wetlands and local policies or ordinances), cultural resources (historical and paleontological resources), geology and soils (seismic-related hazards, soil erosion/topsoil loss, soil an slope instability and expansive soils), greenhouse gas emissions (regional environmental impacts to the project), hazards and hazardous materials (wildland fire hazards), public services (parks and trails), transportation and traffic (transportation hazards), and utilities and service systems (water, wastewater, storm water and energy facilities); and
- Significant and unavoidable environmental impacts associated with aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous materials (emergency response plans and routes), and transportation and traffic (emergency access).

II. PROJECT DESCRIPTION AND PURPOSE

The proposed Brasada Residential project is located in the foothills of the San Gabriel Mountains in the northern portion of the City of San Dimas. This portion of the City is commonly referred to as the Northern Foothills. The project site is located entirely within the City. Generally, the project area lies north of Foothill Boulevard, and is bounded by the corporate boundary of the City of Glendora to the west, with the exception of one portion of the project's western boundary which abuts a private

residence and a vacant lot. Properties to the north and east of the project site contain a mix of private and public lands, and are largely undeveloped; additionally, further east, residential, agricultural and recreational uses occur (including park and golf course uses). The southern portion of the project site is bounded by single-family residential development.

Currently, the project site is essentially undeveloped and vacant, and is located in hilly terrain that is cut by numerous canyons and drainages. The proposed project would subdivide approximately 273-acres into 61 single-family residential lots (or "numbered lots); seven common area lots (or "lettered lots"), including private roadways; one remainder parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility); and an easement for an approximately 2.83-acre portion of property to the south for the purpose of access, drainage, grading, utilities, landscaping and maintenance. The project also includes approximately 0.18 acres to the east of the center of the project site for use as a fire protection turn-around; this area is located on Los Angeles County Department of Parks and Recreation land. The project site, including the TTM, the 2.83-acre easement area, and the 0.18 acre fire turn-around consists of a total acreage of approximately 273 acres. Total disturbance on the project site resulting from the project would be approximately 90 acres (including the 0.18 acre fire turn-around), of which 10 acres would be short-term, non-permanent disturbance occurring during construction.

The project includes amendments to the existing San Dimas General Plan and Specific Plan No. 25. These amendments may also affect other properties within the Northern Foothills. General Plan Amendment 08-02 and Specific Plan Amendment 08-04 would implement the project under the 2004 Settlement Agreement reached between the project applicant and the City of San Dimas, and accommodate other changes resulting from the proposed project's design. A statutory development agreement is also being prepared as part of the project.

The objectives of the proposed project are to:

1. To implement the Settlement Agreement by amending the San Dimas General Plan and Specific Plan No. 25 to modify residential densities, development standards, land use goals and policies, and other provisions.
2. To adopt amendments to the General Plan and Specific Plan No. 25 that are sensitive to the unique character of the Northern Foothills, particularly with respect to visual, open space and biological resources, while meeting the parties obligations under the Settlement Agreement.
3. To establish residential density and development standards (including two-story structures) that permit the construction of a single-family residential project that also provides the possibility for amenities to the community in the form of multi-

use trails, connective trail access to adjacent properties and open space for habitat conservation and/or recreational uses.

4. To focus residential densities predominantly in areas that the General Plan and Specific Plan have identified as "Development Feasibility Areas" (see General Plan Exhibit II-5.2 and §18.542.110 of Specific Plan No. 25) and that are also in the closest proximity to existing development and infrastructure.
5. To focus development, residential access roads, grading and residential lot locations are proposed in areas that are less visually intrusive than may have otherwise occurred under the "San Dimas Concept Lotting Plan" that is part of the Settlement Agreement.
6. To consolidate and increase opportunities for open space by allowing clustered development, two-story structures, and smaller lot sizes and identifying "no build areas" on residential lots.
7. To enhance the fire protection in the Northern Foothills through development of new water systems, water storage tanks, fire hydrants, paved public and private accesses, brush clearances, turnouts, turnarounds, improved emergency access points, fuel modification zones, debris removal and maintenance.
8. To accommodate new development that is coordinated with the provision of infrastructure and public improvements.

Approval of the proposed project would require a number of discretionary and agency approvals. The following list indicates the various discretionary actions that the City would be required to undertake to authorize the proposed project.

1. General Plan Amendments
2. Specific Plan Amendments
3. Tentative Tract Map
4. Development Agreement

Future discretionary permits or approvals granted by the City for the proposed project may include:

1. Grading Permits
2. Encroachment Permits
3. Landscape Plans
4. Residential Site Plans
5. Equestrian Site Plans
6. Other approvals desirable or necessary to implement the proposed project.

CEQA Guidelines §15381 provides that a responsible agency is defined as a public agency which proposes to carry out or approve a project, including all public agencies other than the lead agency which have discretionary approval power over a project. The following agencies have been identified as responsible agencies in connection with this project:

1. California Department of Fish and Game (§ 1603 Streambed Alteration Agreement)
2. Regional Water Quality Control Board (§401 Water Quality Certification)
3. U.S. Army Corps of Engineers (§404 Permit)
4. County Sanitation District of Los Angeles County (annexation of the project site)
5. County of Los Angeles Consolidated Sewer Maintenance District (annexation of the project site)
6. Golden State Water Company (tariff line extension)
7. Los Angeles LAFCO (annexation approval of the project site to the sewer districts identified above)
8. California Public Utilities Commission (tariff line extension)
9. California Department of Water Resources, Division of Dam Safety (if required by existing project design, approval of an application for the construction of a dam and reservoir)

Applicable trustee agencies include the California Department of Fish and Game. In addition, the City would be required to consult with a variety of federal, state, regional, and local agencies as part of the environmental review process being undertaken in connection with this project. These agencies could include, but are not limited to, the U.S. Fish & Wildlife Service, the U.S. Forest Service, the Governor's Office of Planning and Research, the Native American Heritage Commission, the California Department of Transportation District 7, the South Coast Air Quality Management District, the City of Glendora, the City of La Verne, and the County of Los Angeles.

III. ENVIRONMENTAL REVIEW PROCESS

On May 5, 2010, a Notice of Preparation (NOP) was distributed by the City for the proposed project. The State of California Clearinghouse issued a project number for the EIR, SCH No. 2010051020. In accordance with State CEQA Guidelines § 15082, the NOP was circulated to the agencies, groups and individuals listed in Appendix A of the EIR for a period of 30 days, during which time comments were solicited pertaining to environmental issues/topics that the EIR should evaluate.

In accordance with State CEQA Guidelines §§ 15087 and 15150, the Draft EIR was distributed to the State Clearinghouse, federal, state and local agencies, organizations and individuals for a 45-day public review beginning on September 20, 2010, and ending on November 4, 2010. Comment letters received on the Draft EIR during the public review period were responded to in writing and included in the Final EIR.

IV. FINDINGS REQUIRED UNDER CEQA

Public Resources Code §21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures

available that would *substantially lessen* the significant environmental effects of such projects[...]" (emphasis added). The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures that will *avoid* or *substantially lessen* such significant effects" (emphasis added). Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects."

The mandate and principles announced in Public Resources Code § 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required (see Public Resources Code §21081(a); State CEQA Guidelines §15091(a)). For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that "[c]hanges 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" (State CEQA Guidelines §15091(a)(1)). The second permissible finding is that "[s]uch 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" (State CEQA Guidelines §15091(a)(2)). The third potential conclusion is that "[s]pecific 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" (State CEQA Guidelines §15091(a)(3)). Public Resources Code §21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." State CEQA Guidelines §15364 adds another factor: "legal" considerations (see also *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565).

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417). "[F]easibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" (*Ibid.*; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715).

The State CEQA Guidelines do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City must, therefore, glean the meaning of these terms from the other contexts in which the terms are used. Public Resources Code §21081, on which State CEQA Guidelines §15091 is based, uses the term "mitigate" rather than "substantially lessen." The State CEQA Guidelines therefore equate "mitigating" with "substantially lessening." Such an

understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available that would substantially lessen the significant environmental effects of such projects" (Public Resources Code §21002).

For purposes of these Findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level. These interpretations appear to be mandated by the holding in *Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 519-527, in which the Court of Appeal held that an agency had satisfied its obligation to substantially lessen or avoid significant effects by adopting numerous mitigation measures, not all of which rendered the significant impacts in question less than significant.

Although State CEQA Guidelines §15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] *or* substantially lessen[ed]," these Findings, for purposes of clarity, in each case will specify whether the effect in question has been reduced to a less than significant level or has simply been substantially lessened but remains significant. Moreover, although Section 15091, read literally, does not require findings to address environmental effects that an EIR identifies as merely "potentially significant," these Findings will nevertheless fully account for all such effects identified in the Final PEIR.

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Certain project modifications or the adoption of certain mitigation measures or alternatives are not required, however, where such actions are infeasible or where the responsibility for implementation lies with some other agency (State CEQA Guidelines §15091(a), (b)).

State CEQA Guidelines §15126.2(b) requires the identification of significant impacts that would not be avoided, even with the implementation of feasible mitigation measures or a feasible environmentally superior alternative. With respect to a project for which significant impacts are not avoided or substantially lessened, either through the adoption of feasible mitigation measures or a feasible environmentally superior alternative, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" the "unavoidable adverse environmental effects" (State CEQA Guidelines §§15093, 15043(b); see also Public Resources Code §21081(b)). As stated in Section I, Introduction, the Brasada Residential Development would result in significant and unavoidable environmental impacts associated with aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous

materials (emergency response plans and routes), and transportation and traffic (emergency access). Additionally, as discussed below, the Development Configuration Alternative is considered to be environmentally superior and would meet the project objectives; nevertheless the City finds as discussed below that other factors in CEQA Guidelines section 15091(a)(3), support approval of the proposed project. Additionally, the City has adopted a statement of overriding considerations that sets for the reasons the City has found the proposed project's benefits render it more advantageous than the Development Configuration Alternative in light of the significant and unmitigatable impacts that are associated with both the proposed project and the Development Configuration Alternative. Therefore, a statement of overriding considerations has been prepared for the project based on information provided in the Final EIR and other sources. ~~Please note that the final determination of significance of impacts and of the feasibility of mitigation measures will be made by the San Dimas City Council as part of their certification of the Final PEIR.~~

V. FINDINGS REGARDING CHANGES OR ALTERATIONS THAT HAVE BEEN REQUIRED IN, OR INCORPORATED INTO, THE PROJECT WHICH AVOID OR SUBSTANTIALLY LESSEN THE SIGNIFICANT ENVIRONMENTAL EFFECTS AS IDENTIFIED IN THE FINAL EIR (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(1))

The City, having reviewed and considered the information contained in the EIR, the appendices to the EIR, and the administrative record, finds, pursuant to California Public Resources Code § 21081(a)(1) and State CEQA Guidelines §15091(a)(1), that changes or alterations have been required in, or incorporated into, the project which would mitigate, avoid, or substantially lessen to below a level of significance the following potentially significant environmental effects identified in the EIR in the following categories: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, public services, transportation and traffic, and utilities and service systems.

A. Aesthetics

Potential Aesthetics Impact 1: Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Finding: Development of the proposed project site would have the potential to create new sources of light and glare from the development of new residences, street lighting and associated vehicular light sources that may impact day and nighttime views in the project area.

Facts in Support of Finding: The introduction of homes, street lights and vehicle lights into the currently undeveloped project site within the Northern Foothills area could have an impact on nighttime views of the project area as well as light spill onto adjacent areas. Similarly, the introduction of homes and other structures with potentially reflective surfaces could create new sources of daytime glare from the project site. The

project would be required to meet City architectural guidelines, many of which are directed towards the control of excessive light sources and reflective building materials. Implementation of these measures would assist in lessening the project's impacts. Additional mitigation measures, adopted from the Northern Foothills Program Environmental Impact Report, also apply to the proposed project, and would be required to provide additional protection from unintended impacts associated with light and glare.

Mitigation Measures:

Aes-3A Lighting for all future development proposals in the Northern Foothills area shall be designed in accordance with all applicable lighting criteria for Visual Intrusiveness for New Development identified in the Northern Foothills Development and Infrastructure Study.

Aes-3B Exterior lighting for buildings shall be the minimum necessary to provide for safety for pedestrians and other non-vehicular uses around the primary building on a parcel. Landscaping shall be used to reduce the long-range visibility of night lighting.

Aes-3C Proper lighting techniques to direct light on site and away from other properties, as determined by the City of San Dimas, shall be required to reduce light and glare (including directional lighting).

Aes-3D Windows with highly reflective treatments shall be avoided and windows shall be located as to avoid highly reflective sun orientations to surrounding properties.

Aes-3E Solar panels, solar water heaters, and other roof-mounted structures proposed or required as part of the development shall be non-reflective and non-glare in their appearance, and shall be designed and installed to blend in with overall roof appearances to the greatest extent feasible.

Level of Significance After Mitigation: Less than significant.

B. Biological Resources

Potential Biological Resources Impact 1: Would the project result in a substantial adverse effect, either directly or through habitat modifications, on any plant species identified as a candidate, sensitive, or special status species?

Finding: Implementation of the proposed project would result in direct impacts to thread-leaved brodiaea, a federally threatened and state endangered plant species. Additionally, implementation of the proposed project would have the potential to result in a variety of indirect impacts to special status plant species and vegetation communities.

Facts in Support of Finding: Thread-leaved brodiaea is listed as both a federally threatened and state endangered species. Although the species was not observed on site, critical habitat to support this species is located in the west and northwest areas of the proposed project site. Approximately 3.95 acres of critical habitat for the thread-leaved brodiaea would be impacted directly by development of the proposed project. Due to its status as a federally threatened and state endangered species, the loss of thread-leaved brodiaea critical habitat would constitute a significant impact to the species.

Potential indirect impacts to special status plant species from implementation of the proposed project include typical habitat edge effects, such as increased invasive species (weedy and ornamental) and intrusion of human and/or domesticated animals. During grading and construction of the project site, there is also the potential for indirect impacts to occur to special status plant species from trampling, higher levels of dust or spilled and discarded pollutants.

Mitigation Measures:

Bio-1A To prevent impacts to thread-leaved brodiaea, the following shall occur:

i. Prior to grading, an informal consultation with the USFWS, the CDFG, and a biologist provided by the applicant and approved by the City on the issue of critical habitat for the thread-leaved brodiaea shall occur. If determined by the USFWS or CDFG that proposed project impacts would not threaten the long-term survivability of the thread-leaved brodiaea species, no further mitigation shall be required. If determined by the USFWS or CDFG that proposed project impacts would threaten the long-term survivability of the thread-leaved brodiaea species, avoidance, to the extent possible, of the on-site critical habitat areas shall be required.

ii. If thread-leaved brodiaea is observed within the proposed development area prior to project construction, one of the following measures shall be required, as approved by USFWS and CDFG:

a. Land shall be purchased in an approved mitigation bank to off-set the loss of this species; or

b. A plan shall be developed to relocate the plants and soils to a portion of the preserved project site with adequate light, water and suitable vegetation. Relocation may occur either on a large or small scale, dependent upon the population, but shall include a minimum of 12 inches of soil in both depth and a 12 inch surface radius from the plants to provide the necessary soils for the survival and perpetuation of the species.

Bio-1B Prior to the start of project construction, the on-site construction superintendent and a City-approved biologist provided by the applicant shall ensure the following measures are in place:

i. Work areas shall be fenced with highly visible fencing (e.g., orange construction fencing) to ensure impacts do not occur outside of the project footprint identified in the project grading plan. Fencing locations shall be approved by a qualified City-approved biologist and verified in the field.

ii. A City-approved biologist shall conduct a preconstruction education program to be held on site, prior to the beginning of any vegetation or earth-disturbing activities. This education program shall be designed to acquaint project construction personnel and equipment operators with the natural resources in the area and to inform them of the need to comply with avoidance and minimization measures.

Bio-1C During project construction, the construction superintendent and a City-approved biologist shall ensure the following measures are in place:

i. Signage shall be placed at the employee parking area, at the equipment office and staging area, and at other points of high visibility instructing construction personnel to remain within the fenced project footprint, to park in designated areas, and not to enter the surrounding natural vegetation areas for rest or lunch periods.

ii. Staging areas shall be placed in unvegetated areas within the development footprint.

iii. Employee parking and rest/lunch/break periods shall occur in designated locations within the development footprint. No take of additional habitat or communities shall occur for these purposes.

iv. A biological mitigation monitor shall be present during vegetation clearing to ensure proper placement and compliance with conditions of approval and the regulatory permits for the project. A mitigation monitor shall make periodic visits to the project site during the construction program to ensure that the avoidance and minimization measures are maintained and in compliance. Monthly, Quarterly and Annual reports shall be issued by the biological monitor to the project applicant indicating compliance. All reports shall be compiled into a final report at the end of the earth moving phase of the construction program. Annual reports shall include percent survival, percent cover of native and non-native species, tree height of select species, overall site condition and required corrective measures to bring the mitigation program into compliance. Corrective measures shall include instructions on weeding, replacement of container materials, reseeding, increased or decreased

watering and other measures as determined necessary by the project biologist.

v. Proper use and disposal of oil, gasoline, diesel fuel, antifreeze and other toxic substances shall be enforced.

vi. All heavy equipment shall be washed prior to bringing it onto the project site.

vii. All refuse created or brought on site by construction personnel or contractors must be placed in covered containers, removed from the site daily and disposed of at an appropriate disposal site.

viii. Active construction areas shall be watered as needed to control dust and minimize effects to adjacent habitat.

ix. Crushing and mulching of plant communities with greater than 10 percent weedy annual species shall not occur and any areas/topsoil suitable for crushing, mulching and transplanting shall be selected by the project biologist prior to vegetation disturbance on the property.

Bio-1D To prevent indirect impacts from invasive species, no plant species listed on the California Exotic Pest Plant Council's List of Most Invasive Wildland Pest Plants or the Angeles National Forest's List of Invasive Species shall be used in the project landscaping or revegetation.

Bio-1E Herbicides and pesticides shall not be applied in such a way as to allow overspray or runoff to enter and damage adjacent habitat. The project's Covenants, Conditions and Restrictions (CC&R) and homeowners association (HOA) guidelines shall educate and inform future homeowners of these requirements. Ordinary runoff from landscaped areas shall be treated through the project's water quality/debris detention basins prior to discharge. The detention basins shall be designed with the storage time necessary to allow for pollutant removal.

Bio-1F The HOA guidelines and the CC&Rs shall prevent intrusion by limiting resident use to the development footprint and approved multi-use trails in the area. Informational signs at the edge of the development shall inform residents that recreational activities are restricted to the existing trails and roadways and warn them not to stray into native habitat or allow domestic animals to enter open space habitat. Horseback riding shall be limited to the designated trail system and cross country riding shall not be allowed.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 2: Would the project result in a substantial adverse effect, either directly or through habitat modifications, on any wildlife species identified as a candidate, sensitive, or special status species? .

Finding: Implementation of the proposed project would have the potential to result in disturbances to nesting raptors and habitat for the burrowing owl. Additionally, indirect impacts to special status wildlife species from implementation of the proposed project would potentially occur from the introduction of new lighting and intrusive sources.

Facts in Support of Finding: Trees suitable for raptor nesting, including the golden eagle and possibly the white-tailed kite, and containing evidence of previous and current nesting are present within and around the proposed project site. Impacts to nesting raptors would occur if raptors are nesting within the proposed project area immediately prior to or during project development. Nesting raptors are protected under the Migratory Bird Treaty Act (MBTA). In addition to being regulated under the MBTA, the golden eagle and white-tailed kite are CDFG fully protected species. Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock. Nesting habitat for these species occurs within the open woodlands of the proposed project site, mainly in oak and eucalyptus. The presence of this potential habitat is considered a significant impact because the burrowing owl is protected under the MBTA of 1918 and is a special species of concern to California.

In addition to habitat removal, which may disturb and displace wildlife that relies on the project area for shelter and food, implementation of the proposed project would result in a variety of indirect impacts that could impact sensitive wildlife species. Indirect impacts that could occur to sensitive wildlife species due to the proposed project's implementation include the introduction of lighting and habitat intrusion from humans and animals.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above), the following mitigation would be required.

Bio-2A To prevent impacts to nesting raptors, the on-site construction superintendant and a City-approved biologist shall enforce the following:

i. All phases of construction, including mass grading and house construction, shall avoid the raptor nesting season (February 1 through August 31) for any raptor species identified in the Migratory Bird Treaty Act and California Department of Fish and Game Code.

ii. If construction cannot avoid the raptor nesting season, a pre-construction survey for nesting raptors, including the burrowing owl, shall be conducted prior to any site disturbance or vegetation removal on the

project site. This survey shall be conducted within 72 hours prior to the start of construction.

iii. In the event that a fully protected species is found to be nesting on the project site, all work in the area shall stop and a consultation with the regulatory agencies shall occur. If nesting raptors, or any migratory bird regulated under the Migratory Bird Treaty Act, are present within or immediately adjacent to the proposed project development footprint, the following shall be required, as approved by the regulatory agencies:

a. Temporary avoidance of nests/shrubs/trees/area including the provision of a suitable buffer (300 to 500 linear feet for raptors, 25-500 linear feet for other species as determined by the City-approved biologist) shall be required until such time as the biologist has verified that the young have fledged or the nest has otherwise become inactive and passive relocation (removal of the tree and nest after abandoned) may occur;

b. Avoidance of the nest and permanent preservation of the area; or

c. Development of an approved alternative nesting site (after the nest is determined to be no longer active).

Bio-2B During construction, lighting shall be limited to daylight hours and directed towards equipment and away from natural areas. Upon project completion and operation, all installed exterior residential lighting shall be directed away from natural areas toward patios, gardens, driveways, recreational sites, residential structures, garages, or outbuildings so as to prevent spill-over into adjacent natural areas.

Bio-2C Prior to project construction, a preconstruction clearance survey for burrowing owl shall be conducted by a City-approved biologist in compliance with the CDFG's burrowing owl project clearance protocol.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 3: Would the project have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFG or USFWS?

Finding: Implementation of the proposed project would result in direct impacts to coastal sage scrub and California walnut woodland, which are considered sensitive communities by CDFG. In addition, indirect impacts from the displacement of habitat would also have the potential to occur from implementation of project mitigation measures.

Facts in Support of Finding: Approximately 8.56 acres of coastal sage scrub would be directly impacted from grading and the creation of fuel modification zones. An additional 40.87 acres of mixed coastal sage scrub communities would be impacted by grading and the creation of fuel modification zones. The direct impact to coastal sage scrub and mixed coastal sage scrub communities from implementation of the proposed project would be significant because this community is considered sensitive by CDFG.

Approximately 2.50 acres of California walnut woodland would be directly impacted from grading and the creation of fuel modification zones. An additional 24.0 acres of mixed California walnut woodland communities would be impacted by grading and the creation of fuel modification zones. The direct impact to California walnut woodland and mixed California walnut woodland communities from implementation of the proposed project would be significant because this community is considered sensitive by CDFG.

Indirect impacts to on-site vegetation communities and wildlife supported by on-site vegetation communities could occur during the installation of an on-site mitigation or revegetation area. As a result of the implementation of project mitigation measures, portions of the project site would require non-native vegetation removal and native revegetation. Impacts to habitat, including non-native grasslands, could indirectly disturb and displace wildlife that relies on these areas for shelter and food. This would be considered a potentially significant indirect impact.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above) and Bio-6A (see Potential Biological Resources Impact 5, below), the following mitigation would be required.

Bio-3A To mitigate impacts to coastal sage scrub, the on-site construction superintendant and a City-approved biologist shall ensure that following measures are implemented:

i. Coastal sage scrub (CSS) shall be revegetated at a ratio of 2:1, revegetation for CSS and native species intergrades (i.e. CSS/chaparral or CSS/elderberry scrub) shall occur at a 1:1 ratio and revegetation for CSS and non-native grasslands/ruderals shall occur at a 0.5:1 ratio.

ii. CSS or CSS communities shall be mitigated through the following methods, as approved by the regulatory agencies:

a. On-site as restoration of non-native or disturbed/developed areas within avoided and preserved sections of the project;

b. On-site as enhancement of CSS/non-native communities;

c. Off-site within approved mitigation bank(s) or off-site within other property(ies) (i.e. restoration/enhancement programs) available at the time of grading; or

d. A combination of the above.

iii. Revegetation shall be implemented in stages. The initial stage shall begin during site grubbing and shall consist of crushing/mulching scrub within areas to be graded with a dozer. The crushed/ mulched material along with the top four to six inches (10 to 15 cm) of topsoil shall then be removed in one operation with a loader or dozer and stockpiled nearby as directed by the biologist. Soil stockpiles shall be stored at depths no greater than seven feet (2 m) until revegetation sites are prepared and shall be maintained free of contamination (storage depths may require adjustment based upon length of storage). Stockpiles shall be stored no longer than six months. Once a restoration site is prepared the stockpiled soil shall be spread to a depth of approximately one foot (30 cm). Appropriate scrub container stock shall be incorporated into the revegetation areas as outlined in the detailed mitigation/ restoration plan to be developed by the biologist. In addition, container stock consisting of native bunchgrasses shall be incorporated into the planting. The redistributed material, along with the container stock, shall be watered by a temporary irrigation system until established, as determined by the biologist.

iv. Crushed plant material and soil to be stockpiled shall be obtained from various locations on site. Areas to be revegetated shall be determined by the City-approved biologist based upon such factors as the configuration of the cut and/or fill slopes and proximity to areas of intact scrub communities.

v. The timing of the stockpiling of plant material and topsoil shall be dictated by the grading/construction schedule. Reintroduction of stockpiled material to revegetation sites shall be conducted between September 1 and November 30. Container stock shall be planted during the same time period.

vi. Performance standards shall be developed by the City-approved biologist and apply for the revegetation of coastal sage scrub. Generally these standards include 75 percent coverage by redistributed vegetative materials, seeded species, and container stock (whichever of the three or combination is used) at the end of five years. In addition, if a 50 percent survival rate has not been achieved, replanting with appropriate size container stock necessary to achieve this standard shall be performed.

vii. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies, but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than ten percent after five years as judged by data collected at

permanent transect locations, and reported annually in mitigation monitoring reports. While success is difficult to judge in the first three years due to naturally slow growth rates, and success in these years is related primarily to adequate weeding programs and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) will be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover. If success standards are not met, remedial measures, including hand seeding, hydroseeding, or introduction of additional container stock shall be implemented as directed by City staff and the biologist.

Bio-3B The City-approved project biologist, provided by the applicant, in coordination with the regulatory agencies, shall determine the best on-site area to be utilized for restoration and enhancement. Selection of specific on or off-site mitigation locations shall be based on an analysis of the availability of space, water, and accessibility as well as appropriate soils and topography. Mitigation areas shall not be placed in areas which are so remote or topographically challenging that maintenance crews cannot reasonably access the area and or provide for the stated success criteria. The final decision for the placement of mitigation (on or off-site) shall be made by the project biologist in consultation with the City and appropriate regulatory agencies and shall be based on a reasonable expectation of success, but in no event shall the ratios fall below those ratios stated above in mitigation measures Bio-3A, Bio-4B and Bio-6A. The biologist shall supervise the installation and establishment of any on-site habitat mitigation area to insure that indirect impacts do not occur to nesting or regulated species within the avoided area of the project or within conservation areas.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 4: Would the project have a substantial adverse effect on federally protected wetlands as defined by §404 of the Clean Water Act?

Finding: Implementation of the proposed project would result in direct impacts to 6.31 acres of drainages that are under the jurisdiction of ACOE and CDFG. Additionally, indirect impacts to drainages would have the potential to occur from construction and operation of the proposed project.

Facts in Support of Finding: Implementation of the proposed project would result in direct impacts to 6.31 acres of jurisdictional drainages, including approximately 5.0 acres of drainages in Shuler Canyon, 1.0 acres in Wildwood Canyon and less than 0.5 acre in Shay Canyon. Direct impacts to jurisdictional drainages from development of the proposed project would be a significant impact.

Indirect impacts to drainages from implementation of the proposed project include increased trash/debris and pollutants from storm drain outfalls, increased sedimentation during construction, and erosion and transportation of silt to adjacent waterways and downstream riparian areas. Additionally, construction measures designed to prevent downstream siltation and prevent erosion could impede flows to downstream habitat. Indirect impacts to jurisdictional drainages from development of the proposed project would be a significant impact.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above), the following mitigation measures would be required.

Bio-4A Impacts to wetlands and/or riparian habitats shall be mitigated as part of the mitigation required for any CDFG § 1600 Streambed Alteration Agreement and/or ACOE 404 Permit that may be processed for future development projects. As part of the permit/ agreement, a conceptual streambed/riparian related mitigation plan shall be developed. The objective of the mitigation is to ensure that there is no net loss of habitat values from the project. The mixed willow riparian forest and coast live oak riparian forest are vegetation types that would be impacted by future development projects within the project area and shall require permitting. The mitigation plan for impacts to these communities shall include the following elements:

i. Responsibilities and qualifications of the personnel to implement/supervise the plan;

ii. Plant material and seed mixes;

iii. Site preparation and planting implementation;

iv. Performance criteria;

v. Monitoring and maintenance plan;

vi. Long-term preservation of the site;

vii. Agency coordination; and

viii. Construction document preparation.

Bio-4B As approved by the regulatory agencies, prior to project construction mitigation for project impacts to all jurisdictional drainages/streambeds and "waters of the U.S." shall occur:

i. On-site as restoration within avoided and preserved areas of the project site;

ii. On-site as enhancement of native communities;

iii. Off-site within approved mitigation bank(s);

iv. Off-site within other properties (i.e. restoration/enhancement programs) available at the time of grading; or

v. A combination of the above.

Bio-4C Ratios for wetland/riparian jurisdictional drainages shall occur at a 2:1 ratio as measured from streambed top of bank to opposite top of bank, or bed and bank to bed and bank. Riparian or wetland trees shall be mitigated on a 2:1 ratio under the mature significant tree mitigation program as discussed in Bio-6A. Unvegetated or upland vegetated drainages shall be mitigated at a 1:1 basis and temporary drainage impacts shall be mitigated at a 0.5:1 ratio. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than 10 percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While native tree success is difficult to judge in the first three years due to naturally slow growth rates and success in these years is related primarily to adequate weeding and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) shall be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover.

Bio-4D During project construction, the construction superintendent and a City-approved biologist shall ensure that the following measures are implemented:

i. No unauthorized activity shall occur in drainages.

ii. The project applicant shall employ all standard best management practices to ensure that toxic materials, silt, debris, or excessive erosion do not enter waters of the United States during project construction. The use of silt fencing and other measures shall be required adjacent to any protected (jurisdictional) drainage.

iii. Staging areas shall be placed in such a way as to prevent contaminated runoff into waters of the U.S.

Bio-4E Invasive species shall be removed from the drainage areas, including any eucalyptus or pepper tree species that are within a drainage system, or that is in a tributary area to a drainage.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 5: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, or would it conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional or state habitat conservation plan?

Finding: The proposed project would result in a potential conflict with the San Dimas Mature Tree Preservation Ordinance because it would remove 430 existing mature trees from the project site and have the potential to indirectly impact additional trees due to the fuel modification zone requirements of the project's Fire Protection Plan.

Facts in Support of Finding: Trees located on site that meet the City of San Dimas' definition of a mature significant tree and would be impacted by construction of the proposed project include: 220 coast live oak, 138 walnut, 5 sycamore, and 67 eucalyptus trees. In total, implementation of the proposed project would result in the direct loss of 430 mature significant trees, or approximately 11 percent of the total trees present on site. Therefore, the proposed project would result in a conflict with the San Dimas Mature Tree Preservation Ordinance.

In addition to the 430 mature significant trees that would be directly impacted by the proposed project, more mature trees may be impacted from implementation of the project's Fire Protection Plan, which requires the development of fuel modification zones that are cleared of vegetation. Mature trees located within the proposed fuel modification zones are not planned for removal, but may require pruning under the conditions of the Fire Protection Plan. Tree pruning would result in a significant impact if it were to affect the long-term health of any trees.

Mitigation Measures:

Bio-6A To off-set impacts to on-site mature significant trees, the construction superintendant and a City-approved biologist shall ensure implementation of the following measures:

i. A minimum of two 15-gallon native trees shall be planted on site as a replacement for every one mature and significant tree removed. Trees shall be replaced within landscaped areas of the project, within avoided open space areas where natural water is available or within preserved mitigation areas for impacts to jurisdictional drainages.

ii. The landscape architect/designer for the project shall design replacement trees into landscape plans which shall be subject to review by the City.

iii. Planting specifications shall consider the following:

a. The newly planted trees shall be planted high, as much as 0.75 foot above the new adjacent grade.

b. Amend the backfill soil with wood shavings. However, it is not recommended when existing soil is high in natural organic matter with a sandy loam texture.

c. In regard to the need of planting amendments and drainage systems, recommendations shall be based on soil tests on the project site and approved by the City.

iv. Any City-approved work within the driplines of saved trees, including branch removal or any modification necessary to comply with fuel modification requirements, shall be under the inspection of a qualified arborist.

v. Copies of the "Tree Report," the Mature Tree Preservation Ordinance and the City-approved grading plans shall be maintained on site during all site construction.

vi. Impacts to mature trees shall be monitored by a project biologist and shall be counted and compared to the pre-project tree inventory. The project biologist shall verify the number of replacement trees and this number shall be reported in a mitigation monitoring report. The success criteria for mature trees shall be fully developed in the mitigation monitoring plan, but shall include survival standards of not less than 50 percent after 5 years and not more than a 10 percent weedy species cover in the mitigation/landscape areas.

Level of Significance After Mitigation: Less than significant.

C. Cultural Resources

Potential Cultural Resources Impact 1: Would the proposed project cause a substantial adverse change in the significance of a historical resource?

Finding: No significant historical resources are known to occur on the project site. However, there is a moderate to high probability that previously unknown resources may be encountered, disturbed and/or destroyed during project construction.

Facts in Support of Finding: Significant impacts may occur to unrecorded historical resources eligible for inclusion in the California Register of Historic Resources (CRHR) from ground disturbance associated with grading and excavation of the proposed project. Based upon the frequency of known and recorded prehistoric and historic archaeological resources within the project site and the vicinity, the project site is considered to have moderate to high sensitivity for potentially significant archaeological resources within the subsurface. Ground disturbance associated with grading and excavation of the proposed project would have the potential to impact unrecorded historical resources, which would result in a significant impact.

Mitigation Measure: Implementation of mitigation measure Cul-2A (see Potential Cultural Resources_Impact 2, below) would be implemented to reduce impacts to significant historical resources to a level below significance. This measure requires the presence of a qualified archaeological monitor (and Native American monitor, if necessary) during project grading and excavation.

Level of Significance After Mitigation: Less than significant.

Potential Cultural Resources Impact 2: Would the proposed project cause a substantial adverse change in the significance of an archaeological resource?

Finding: No significant archaeological resources are known to occur on the project site. However, there is a moderate to high probability that previously unknown archaeological resources may be encountered, disturbed and/or destroyed during project construction.

Facts in Support of Finding: Significant impacts may occur to unrecorded archaeological resources present on the project site from ground disturbance associated with grading and excavation of the proposed project. Based upon the frequency of known and recorded prehistoric and historic archaeological resources within the project site and the vicinity, the project site is considered to have moderate to high sensitivity for potentially significant archaeological resources within the subsurface. Ground disturbance associated with grading and excavation of the proposed project would have the potential to impact unrecorded archaeological resources, which would result in a significant impact.

Mitigation Measure:

Cul-2A Prior to land clearing, grading, excavation, or project-related land development activities, the project applicant shall retain a qualified archaeologist (and, if necessary, a culturally-affiliated Native American) to monitor these activities. Project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event of an unexpected archeological discovery during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the archaeological find. A qualified archaeologist shall oversee the evaluation and recovery of archaeological resources, in accordance with the procedures below, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the archaeological find. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring. If the archaeological discovery is determined to be significant, the archaeologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures:

i. Perform appropriate technical analyses;

ii. File any resulting reports with the South Central Coastal Information Center; and

iii. Provide the recovered materials to an appropriate repository for curation, in consultation with a culturally-affiliated Native American, as applicable.

Should the qualified archaeologist determine that there are no cultural resources within the impacted areas or should the sensitivity be reduced to low during monitoring, all monitoring should cease.

Level of Significance After Mitigation: Less than significant.

Potential Cultural Resources Impact 3: Would the proposed project directly or indirectly destroy, disturb, or remove a unique paleontological resource or site or unique geologic feature?

Finding: The proposed project would have the potential to disturb a unique paleontological resource during grading or excavation because portions of the project site contain geologic formations that have a high potential to yield significant paleontologic resources.

Facts in Support of Finding: A sensitive geologic formation, the Puente Formation, is mapped within the southern half of the project site, and residential development is proposed for this area of the site as part of the proposed project. Future residential development in this area may expose fossil remains due to grading and excavation operations that cut into geologic formations, trenching activities, or by natural erosion processes. For this reason, any project-related activities involving excavation into the Puente Formation would have an adverse effect on paleontological resources. Therefore, implementation of the proposed project in areas that would disturb the Puente Formation would have the potential to significantly impact paleontological resources.

Mitigation Measure:

Cul-4A Prior to grading or excavation that would excavate sedimentary rock material other than topsoil and within those areas underlain by the Puente Formation, the project applicant shall retain a qualified paleontologist to monitor these activities. The project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event fossils are discovered during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the discovery. The recommendations of the paleontologist shall be implemented with respect to the evaluation and recovery of fossils, in accordance with mitigation measures Cul-4B and Cul-4C, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of

the fossil discovery. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring.

Should the qualified paleontologist determine that there are no fossil resources within the impacted areas, that the lithology of the geologic unit is not conducive to the preservation of fossil resources, or should the sensitivity level be reduced to low during monitoring, all monitoring should cease.

Cul-4B If the fossils are determined to be significant, then mitigation measure Cul-4C shall be implemented.

Cul-4C For significant fossils as determined by mitigation measure Cul-4B, the paleontologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures:

i. The paleontologist shall ensure that all significant fossils collected are cleaned, identified, catalogued, and permanently curated with an appropriate institution with a research interest in the materials;

ii. The paleontologist shall ensure that specialty studies are completed, as appropriate, for any significant fossil collected; and

iii. The paleontologist shall ensure that curation of fossils are completed in consultation with the City of San Dimas. A letter of acceptance from the curation institution shall be submitted to the City of San Dimas.

Level of Significance After Mitigation: Less than significant.

D. Geology and Soils

Potential Geology and Soils Impact 1: Would the project expose people or structures to potential substantial adverse effects of a rupture of a known earthquake fault, strong seismic ground shaking, seismic related ground failure, liquefaction, or landslides?

Finding: Implementation of the proposed project would result in potentially significant impacts associated with seismic-related fault rupture, ground shaking and landslides. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without implementation of site-specific geologic mitigation measures to further reduce seismic-related fault rupture, ground shaking and landslides, impacts would be significant.

Facts in Support of Finding: Implementation of the proposed project would result in potentially significant impacts associated with seismic-related fault rupture because the Sierra Madre fault zone is located along the southern margin of the foothills within the extreme southern boundary of the proposed project site. The area of the proposed project site that is crossed by the Sierra Madre fault does not include proposed residential structures. However, one of the proposed roadways onsite, Brasada Lane,

would cross the Sierra Madre fault. Therefore, although the proposed project would not subject persons to fault rupture associated with the Sierra Madre fault, some proposed structures, including Brasada Lane, would have the potential to be significantly impacted.

Implementation of the proposed project would result in potentially significant impacts associated with seismic-related ground shaking because the project site, like most areas of southern California, is located within a seismically active region and moderate to severe seismic shaking can be expected during the lifetime of the proposed project. Additionally, the San Dimas General Plan identifies ground shaking of moderate to severe intensity to be expected from seismic activity along the Sierra Madre fault, which is located within and adjacent to the proposed project site. Therefore, the proposed project would have the potential to expose persons and structures to adverse effects associated with seismic ground shaking. Impacts would be potentially significant.

Implementation of the proposed project would result in potentially significant impacts associated with seismic-related landslides because landslides are known to occur on the project site and the site vicinity. In addition, previously unrecognized landslide deposits may be encountered during project grading. The Geotechnical Investigation (CJH 2010) prepared for the proposed project determined that in some cases, excavation of a large landslide mass may lead to further destabilization of ground upslope. Due to the existence of documented and undocumented landslides on the project site, the proposed project would have the potential to expose persons and structures to potential substantial adverse effects associated with landslides. Impacts would be significant.

Mitigation Measures:

Geo-1A Prior to the issuance of a grading permit, the applicant shall demonstrate, to the satisfaction of the City of San Dimas City Engineer, implementation of all mitigation measures provided in the Geotechnical Investigation prepared for the proposed project site: Geotechnical Investigation Tentative Tract No. 70583 by CHJ Incorporated dated July 13, 2010. Mitigation measures shall be implemented to reduce the following potentially significant geologic conditions to a less than significant level: seismicity and ground shaking, slope stability, debris flow, erosion, expansive and corrosive soils, and settlement of exiting fill and proposed deep fill. Mitigation measures may include, but not be limited to, the following: seismic design considerations; general site grading; initial site preparation; removal and re-compaction of existing soils; preparation of fill areas; preparation of footing areas; compacted fills; oversized material; slope construction; slope creep; slope protection; subdrains; settlement monitoring; foundation design; post-tensioned slab foundations; slabs-on-grade; expansive soils; concrete flatwork; lateral loading; earth pressures; seismic earth pressure; trench excavation; trench bedding and backfills; shoring design parameters; potential erosion; chemical/corrosivity testing; and construction observation.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 2: Would the proposed project result in substantial soil erosion or the loss of top soil?

Finding: The excavation and stockpiling of soils during project construction would result in significant erosion impacts from wind. Additionally, construction and operation of the proposed project would result in potentially significant erosion and topsoil impacts from storm water runoff.

Facts in Support of Finding: The grading, excavation, on-site soils balancing and soil stockpiling operations associated with construction of the proposed project would have the potential to expose soils to wind erosion. Soil removal associated with grading and excavation activities would reduce soil cohesion, which could accelerate erosion. Excavated soils would be stockpiled and moved to different areas of the site as part of balanced cut/fill operations, which would be potentially exposed to erosive wind forces. Therefore, implementation of the proposed project would result in a potentially significant impact associated with wind erosion.

Land-disturbing construction activities such as the grading and excavation for the construction of new residential building pads, home foundations, water quality/debris basins, a water tank, roads, driveways, and trenches for utilities, would increase the project site's susceptibility to substantial erosion or topsoil loss during a rain event.

Mitigation Measures: In addition to the implementation of mitigation measure Geo-1A, the following mitigation would be required.

Geo-2A The applicant shall exercise special care during the construction phase of the project to prevent any off-site siltation. The applicant shall provide erosion control measures and shall construct temporary desiltation/detention basins of a type, size and location as approved by the City of San Dimas City Engineer. The basins and erosion control measures shall be shown and specified on the grading plan and shall be constructed prior to the start of any grading operations. Prior to the removal of any basins or erosion control devices so constructed, the area served shall be protected by additional drainage facilities, slope erosion control measures and other methods as may be required by the City Engineer. The applicant shall maintain the temporary basins and erosion control devices until the City Engineer approves the removal of the temporary facilities.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 3: Would the project be located on a geologic unit or soil that is unstable or that would become unstable and potentially result in a landslide, lateral spreading, subsidence, liquefaction, or collapse?

Finding: The proposed project would be located on a geologic unit susceptible to debris flow, subsidence and slope instability. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without implementation of site-specific geologic mitigation measures to further reduce debris flow, subsidence and slope instability, impacts would be significant.

Facts in Support of Finding: The Geotechnical Investigation (CJH 2010) prepared for the proposed project determined that construction of the proposed residential structures may result in soil settlement up to nine inches in depth. In addition, the upper native soils and existing fills on the project site would not, in their present condition, provide uniform or adequate support for the proposed structures. These conditions would cause unacceptable differential and/or overall settlement upon application of the anticipated residential foundation loads. Site clearing during construction is expected to further aggravate the settlement-prone conditions. Therefore, the proposed project has the potential to result in subsidence.

Multiple areas on the proposed project site have the potential for slope failure or collapse, due to naturally steep gradients. Therefore, impacts related to slope instability are considered significant.

Mitigation Measures: In addition to implementation of mitigation measures Geo-1A and Geo-2A, the following mitigation measures would be required.

Geo-3A Prior to the issuance of a grading permit, the applicant shall submit a grading, drainage and retaining wall plan, in compliance with City standards, for review and approval by the City of San Dimas City Engineer. All grading work must be done in compliance with the approved plan and completed to the satisfaction of the City Engineer. All slopes within the project shall be graded no steeper than a 2:1 slope, excluding slopes with retaining walls, unless otherwise approved by the City Engineer.

Geo-3B Prior to the issuance of a grading permit, the applicant shall enter into a slope maintenance agreement with the City of San Dimas City Engineer. The slope maintenance agreement shall be subject to and consistent with the conditions identified in §§18.542.240 and 18.542.310(E) of Specific Plan No. 25, as amended.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 4: Would the proposed project result in the construction of structures located on expansive soils?

Finding: Expansive soils occur on the proposed project site, which could create substantial risks to life or property. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without

implementation of site-specific geologic mitigation measures to further reduce risks associated with expansive soils, impacts would be significant.

Facts in Support of Finding: The site-specific Geological Investigation (CJH 2010) determined that expansive soils may occur in all areas of the project site and generally occur within upper soils. Expansive soils are classified in a range from 18 to 101 with a rating of 21 or greater requiring special consideration for foundation design to mitigate potential detrimental effects of expansive soils. Expansive soils with an expansion rating of 21 or greater would potentially be encountered during project grading and excavation activities. Therefore, implementation of the proposed project would result in a significant impact related to expansive soils.

Mitigation Measures: In addition to implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A and Geo-3B, the following mitigation measure would be required.

Geo-4A Under the supervision of a qualified City-approved geologist, expansive soils and nonexpansive soils shall be mixed so that soils reach an expansive rating of less than 20 which would make them suitable for use on the project site. The depth of removal and replacement or mixing of the expansive soils below any proposed structures shall be approved and monitored by a qualified City-approved geologist to ensure constant moisture content in the remaining fill.

Level of Significance After Mitigation: Less than significant.

E. Greenhouse Gas Emissions

Potential Greenhouse Gas Emissions Impact 1: Would the project result in increased exposure to one or more of the regional potential adverse effects of global warming?

Finding: Implementation of the proposed project would result in increased exposure to potential adverse effects of global warming related to ecosystems, public health and fire risk.

Facts in Support of Finding: The ecosystems that support the San Dimas area through water and food supplies, as well as the city's economy, will endure a variety of stresses associated with climate change. There is some uncertainty about exactly how changes in temperature and precipitation will impact the health of ecosystems, and how sensitive their interdependent systems are to any significant level of change. The proposed project would result in significant impacts to biological resources, including riparian habitat and other sensitive natural communities. Therefore, the proposed project could result in increased exposure of ecosystems to stress that would increase their vulnerability to impacts from climate change. In addition, the project site is at risk for wildland fires. However, with implementation of the Fire Protection Plan (mitigation measure Haz-3A), the proposed project would not result in increased exposure to fire risk.

Mitigation Measures: Implementation of biological resources mitigation measures Bio-1A through Bio-1F, Bio-2A, Bio-2B, Bio-3A, Bio-4A through Bio-4C, and Bio-6A and the site-specific Fire Protection Plan (mitigation measure Haz-3A).

Level of Significance After Mitigation: Less than significant.

F. Hazards and Hazardous Materials

Potential Hazards and Hazardous Materials Impact 1: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: The proposed project site is located in a Very High Fire Hazard Severity Zone, and would be subject to a number of specific requirements, including the preparation, approval, and implementation of a Fire Protection Plan. Until the project's Fire Protection Plan is approved by the City, the project's impact with respect to wildland fire hazards would be significant.

Facts in Support of Finding: The proposed project site's location within a designated Very High Fire Hazard Severity Zone indicates that a potentially significant impact would result from project implementation because the project would construct new structures in this area. This finding is based upon specific physical characteristics of the project site and adjoining areas, including the presence of highly flammable vegetation, steep slopes and other terrain features, climatic conditions that are favorable to wildland fire, and an established local fire history that contains a record of large and catastrophic wildland fires in the area. As such, a high level of care is required to ensure that persons and structures are not placed in harm's way as a result of project implementation.

Mitigation Measures:

Haz-3A Prior to tract map recordation for the proposed project, a comprehensive Fire Protection Plan must be approved by the City of San Dimas Development Services Department. This plan must be compliant with applicable City regulations and fire codes in place at the time of approval. At a minimum, the plan must contain the following: 1) specific requirements for suitable building materials and methods; 2) prescriptions for fuel modification zones and vegetation restrictions; 3) covenants, deeds, and restrictions for the maintenance of fuel modification zones, landscaping, and building restrictions on individual properties within the development; 4) the provision of suitable infrastructure as required by applicable codes including water supply, pipelines and hydrants; 5) the provision of suitable access and emergency access to the project site; and 6) any other applicable requirements as determined by the City of San Dimas.

Level of Significance After Mitigation: Less than significant.

G. Public Services

Potential Public Services Impact 1: Would the project result in the deterioration of existing park or trail facilities or require the development or expansion of park or trail facilities, the construction of which might have an adverse effect on the environment?

Finding: Implementation of the proposed project would not increase the demand for parks or trails in a manner that would impact existing facilities. However, the proposed project would construct equestrian trail linkages to off-site adjacent facilities in Horsethief Canyon Park and the Angeles National Forest, which have the potential to result in the degradation of the existing off-site facilities if not properly coordinated with the City of San Dimas and U.S. Forest Service.

Facts in Support of Finding: The proposed project would construct 61 single-family residential units, which would result in an increase in the demand for park and trail facilities. To meet this demand, the proposed project would provide amenities to the community in the form of multi-use trails, connective trail access to adjacent properties and open space for habitat conservation and/or recreational uses. For example, the proposed project would provide an equestrian trail and equestrian trail linkage between Horsethief Canyon Park and the Sycamore Canyon trail system, which proceeds into the Angeles National Forest. Additionally, the proposed project would include one 83-acre parcel that would be offered to the city or a third party conservancy for dedication as habitat conservation and/or open space.

Because the proposed project would construct an equestrian trail linkage to off-site facilities, it has the potential to result in the degradation of existing off-site facilities if not properly coordinated with the City of San Dimas and U.S. Forest Service. Without this coordination, impacts related to parks and trails would be significant.

Mitigation Measures:

Pub-4A Prior to approval of the final tract map, the applicant shall consult with the City of San Dimas and the U.S. Forest Service to ensure that operation of the proposed project would not result in the degradation of existing equestrian and/or hiking trails maintained by these agencies. If necessary, a trail maintenance plan shall be prepared and signed by all parties to ensure that trail degradation would not occur.

Pub-4B Prior to approval of the final tract map, the project applicant shall submit the proposed equestrian trail and trail linkage plan to the City of San Dimas Equestrian Commission for review and comment.

Level of Significance After Mitigation: Less than significant.

H. Transportation and Traffic

Potential Transportation and Traffic Impact 1: Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Finding: On-site transportation facilities, such as stop-signs, would result in visibility hazards if they are not designed to be free from visual obstructions, such as landscaping or signage.

Facts in Support of Finding: The proposed project would be located in a currently undeveloped area that includes steep slopes and may require narrow roads. Steep and narrow roadways may create a potential visibility hazard if roadway facilities, such as stop-signs, are not adequately designed to be free from visual obstructions such as landscaping or signage. The Traffic Impact Analysis (Urban Crossroads 2010) prepared for the proposed project recommends on-site circulation improvements for the proposed project that would decrease transportation hazards related to visibility. Without implementation of these measures, the proposed project would result in a potentially significant impact related to transportation hazards.

Mitigation Measures:

Tra-2A Prior to approval of street improvement plans and/or grading permits, the sight distance at the internal project intersections shall be reviewed and approved by the City Engineer for compliance with acceptable sight distance standards (§405 of the California Department of Transportation Highway Design Manual) to ensure that all intersections are constructed to be consistent with these requirements.

Tra-2B Prior to issuance of a grading permit for proposed on-site roadways, project plans shall demonstrate to the satisfaction of the City Engineer that traffic signage and striping are consistent with the standards identified in the California Manual on Uniform Traffic Control Devices..

Level of Significance After Mitigation: Less than significant.

I. Utilities and Service Systems

Potential Utilities and Service Systems Impact 1: Would the project require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, which could cause adverse effects on the environment?

Finding: Implementation of the proposed project would require the construction and operation of new on-site water and wastewater facilities, which would have the potential to result in significant environmental impacts.

Facts in Support of Finding: Implementation of the proposed project would require the construction and operation of new onsite water and wastewater facilities. A new 12-inch water pipeline would be constructed and connected to an existing off-site GSWC water supply pipeline near the intersection of Cataract Avenue and Dalepark Drive. The construction and operation of the proposed onsite water infrastructure would have the potential to cause direct environmental effects to aesthetics, air quality, biological resources, cultural resources and greenhouse gas emissions from new above-ground structures, ground disturbance and operation of construction equipment. A new 12-inch wastewater pipeline would also be constructed and connected to an existing CSMD wastewater pipeline located beneath Cataract Avenue. The construction of the proposed wastewater pipeline would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources and greenhouse gas emissions from ground disturbance and operation of construction equipment. The proposed project includes the construction of an approximately 500,000 gallon water tank to service the project. This project feature's environmental effects has been analyzed in conjunction with the project as a whole.

Mitigation Measures: Implementation of applicable mitigation measures listed under the environmental topics of aesthetics, air quality, biological resources, cultural resources, and greenhouse gas emissions in the Draft EIR would reduce impacts related to the construction and operation of new onsite water and wastewater facilities to a below a level of significance.

Level of Significance After Mitigation: Less than significant.

Potential Utilities and Service Systems Impact 2: Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, which could cause adverse effects on the environment?

Finding: Implementation of the proposed project would require the construction of new on- and off-site storm water facilities, which would have the potential to result in significant environmental impacts.

Facts in Support of Finding: The proposed project would require the construction of new storm water facilities in Cataract Avenue and on the project site and easement area, including terrace drains, debris basins, water quality basins and joint water quality/debris basins. Storm water improvements would be constructed to maintain the existing drainage patterns of the proposed project site and would divert both onsite runoff and offsite runoff that could potentially impact the proposed project site. The construction of proposed storm water drainage facilities would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources, greenhouse gas emissions and hydrology from ground disturbance and operation of construction equipment.

Mitigation Measures: Implementation of applicable mitigation measures under the environmental topics of air quality, biological resources, cultural resources, greenhouse

gas emissions, and hydrology and water quality in the Draft EIR would reduce impacts related to the construction of new storm water facilities to a less than significant level.

Level of Significance After Mitigation: Less than significant.

Potential Utilities and Service Systems Impact 3: Would the project require or result in the construction or expansion of electrical or natural gas facilities or result in the wasteful, inefficient or unnecessary use of energy?

Finding: Implementation of the proposed project would result in an increase in electricity and natural gas demand, which would require the construction of new onsite facilities, which would have a potentially significant impact on the environment.

Facts in Support of Finding: Implementation of the proposed project would result in a net increase of approximately one million kilowatt hours (kWh) of electricity per year. Onsite electrical lines would be connected to the existing Southern California Edison electrical lines located within Cataract Avenue. The construction of onsite electricity facilities to serve the proposed project would have the potential to cause environmental effects to air quality, biological resources, cultural resources and greenhouse gas emissions from ground disturbance and operation of construction equipment. The proposed project would also result in a net increase of approximately 50,105 therms of natural gas per year. Onsite natural gas facilities would be required to serve the proposed residential project, the construction of which would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources, and greenhouse gas emissions from ground disturbance and operation of construction equipment.

Mitigation Measures: Implementation of applicable mitigation measures under the environmental topics of air quality, biological resources, cultural resources and greenhouse gas emissions would reduce impacts related to the construction of new energy facilities to a less than significant level.

Level of Significance After Mitigation: Less than significant.

VI. FINDINGS REGARDING CHANGES OR ALTERATIONS REQUIRED IN THE PROJECT THAT WOULD AVOID OR SUBSTANTIALLY LESSEN THE SIGNIFICANT ENVIRONMENTAL EFFECTS IDENTIFIED IN THE FINAL EIR BUT ARE WITHIN THE RESPONSIBILITY AND JURISDICTION OF ANOTHER PUBLIC AGENCY AND NOT THE AGENCY MAKING THE FINDING (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(2))

The City, having reviewed and considered the information contained in the EIR, the appendices to the EIR, and the administrative record, finds, pursuant to California Public Resources Code § 21081(a)(2) and State CEQA Guidelines §15091(a)(2), that changes or alterations have been required in, or incorporated into, the project which would mitigate, avoid, or substantially lessen to below a level of significance impacts to

hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access); however, the mitigation measures required to reduce impact to a less than significant level are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Therefore, without assurances from the other public agencies that the mitigation measure would be fully implemented, the impacts would remain significant and unavoidable.

A. Hazards and Hazardous Materials

Potential Hazards and Hazardous Materials Impact 1: Would the project impair or interfere with an adopted emergency response plan or emergency evacuation plan?

Finding: The proposed project would impair or interfere with an adopted emergency response or evacuation plan because it would not provide two access routes that meet City standards. The project proposes one access route (Cataract Avenue) that would meet City standards. Four additional off-site secondary emergency access routes are available to access the site; however, none of these routes would be improved to City standards, which generally include a width of 24-feet (or less if so determined by the City Engineer) and all weather surfacing. Therefore, because the proposed project would not provide two access routes that meet City standards, the proposed project would result in a significant impact. The mitigation measure may potentially require jurisdictional approvals, as noted below.

Facts in Support of Finding: The proposed project would construct new on-site roadways that meet City requirements for emergency vehicle access. Four existing off-site roadways and motorways would provide secondary emergency access to the project site and have been historically used for emergency access and are used by the LACFD for such uses; however, these roadways/motorways would not be improved as part of the proposed project and would remain in their existing condition, with the possible exception of the 0.18-acre emergency vehicle turnaround. Currently, these off-site roadways/motorways do not meet City standards, which generally require access roads to meet a 24-foot minimum roadway width (or less if so determined by the City Engineer) and be all weather accessible. While the proposed project provides a number of benefits to firefighting capability in the area, including the provision of emergency access points, additional water availability, and fuel modification measures, the condition of existing off-site roadways presents a potential hazard associated with project site evacuation from an event such as a wildfire. The use of these existing off-site roadways/motorways for secondary access is inadequate. With only one access route that is adequate for emergency vehicles (Cataract Avenue), the proposed project would result in a significant impact associated with impairment or interference with an adopted emergency response or evacuation plan.

Mitigation measure Tra-3A would be required to reduce impacts to a less than significant level. However, implementation of mitigation measure Tra-3A would require the applicant to provide at least one additional off-site emergency access route that

meets City standards. This action would potentially require the applicant to obtain separate jurisdictional approvals (from City of Glendora, County of Los Angeles Parks and Recreation and/or U.S. Forest Service) and public and private property ownership authorizations in order to implement improvements to off-site existing roadways and motorways that the City of San Dimas has no jurisdiction over. As noted in a letter received by the City of Glendora that is part of the record for this project, any mitigation measure requiring the applicant to provide access through Glendora would potentially require the applicant to meet applicable approvals required by the City of Glendora. Because the mitigation measure potentially relies on other jurisdictional approvals in order to ensure its implementation, the City cannot be assured of its implementation, and the project's impact associated with impairment or interference with an adopted emergency response or evacuation plan would remain significant and unavoidable.

Mitigation Measure: Mitigation measure Tra-3A would be required to reduce the impact to below a level of significance.

Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.

Level of Significance After Mitigation: Significant and unavoidable.

B. Transportation and Traffic

Potential Impact 1: Would the project result in inadequate emergency access?

Finding: This is the same issue as addressed above for emergency response plan or emergency evacuation plans. The proposed project would result in inadequate emergency access because it would not provide two access routes that meet City standards. Only one access route (Cataract Avenue) is proposed that would meet City standards. Refer to Section VI.(A)(1), Potential Hazards and Hazardous Materials Impact 1, above for additional information.

Facts in Support of Finding: The proposed project would construct new on-site roadways that meet City requirements for emergency vehicle access. Four existing off-site roadways and motorways would provide secondary access to the project site; however, these roadways/motorways would be improved as part of the proposed project and would remain in their existing condition, with the possible exception of the 0.18-acre emergency vehicle turnaround. Currently, these off-site roadways/motorways do not meet City standards, which generally require access roads to meet a 24-foot minimum roadway width (or less if so determined by the City Engineer) and be all weather

accessible. While the proposed project provides a number of benefits to firefighting capability in the area, including the provision of emergency access points, additional water availability, and fuel modification measures, the condition of existing off-site roadways presents a potential hazard associated with project site evacuation from an event such as a wildfire. The use of these existing off-site roadways/motorways for secondary access is inadequate. With only one access route that is adequate for emergency vehicles (Cataract Avenue), the proposed project would result in a significant impact associated with inadequate emergency access.

Mitigation measure Tra-3A would be required to reduce impacts to a less than significant level. However, implementation of mitigation measure Tra-3A would potentially require the applicant to provide at least one additional off-site emergency access route that meets City standards. This action would potentially require the applicant to obtain separate jurisdictional approvals (from City of Glendora, County of Los Angeles Parks and Recreation and/or U.S. Forest Service) and public and private property ownership authorizations in order to implement improvements to off-site existing roadways and motorways that the City of San Dimas has no jurisdiction over. Because the mitigation measure relies on other jurisdictional approvals in order to ensure its implementation, the City cannot be assured of its implementation, and the project's impact to emergency access would remain significant and unavoidable.

Mitigation Measure:

Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.

Level of Significance After Mitigation: Significant and Unavoidable.

VII. FINDINGS REGARDING IMPACTS THAT CANNOT BE FEASIBLY MITIGATED TO BELOW A LEVEL OF SIGNIFICANCE BECAUSE SPECIFIC ECONOMIC, LEGAL, SOCIAL, TECHNOLOGICAL, OR OTHER CONSIDERATIONS MAKE INFEASIBLE THE MITIGATION MEASURES OR ALTERNATIVES IDENTIFIED IN THE ENVIRONMENTAL IMPACT REPORT. THEREFORE, IMPACTS WOULD REMAIN SIGNIFICANT AND UNAVOIDABLE (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(3)).

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other considerations make the mitigation measures identified in the EIR infeasible, the findings shall describe specific reasons for rejecting the identified mitigation measures. The specific benefits of a proposed project may outweigh the unavoidable adverse environmental effects. Thus, the adverse environmental effects from significant impacts that cannot be feasibly mitigated to below a level of significance may be considered "acceptable." The EIR identifies two issues associated with aesthetics and air quality as having a significant and unavoidable environmental impact due to infeasible or unavailable mitigation measures.

A. Aesthetics

Potential Aesthetics Impact 1: Would the project substantially degrade the existing visual character or quality of the project site and/or its surroundings?

Finding: Implementation of the proposed project would involve grading and landform alteration that would substantially degrade the existing visual character of the site and/or its surroundings. Even with implementation of identified mitigation measures, this impact would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: Three photo simulations (see Draft EIR Figures 4.1-6, 4.1-7 and 4.1-8) were created to determine if substantial degradation of the existing visual character and quality of the site would occur from implementation of the proposed project. These photo simulations serve as an indicator of the extent of the visual character and quality changes that would occur on-site from implementation of the proposed project. Photo simulation 1 shows a pronounced change in the character of the project site from rural to suburban. Photo simulation 2 shows that the general topography of the project site would be visibly altered with project implementation. Photo simulation 3 shows a clear change in the visual character and quality of the site from the flattening of ridge tops and the addition of building pads. Based on these alterations, the potential change in the existing visual quality and character of the site from implementation of the proposed project would be significant.

The project would incorporate project design features to lessen the visual impacts of the project, which include the clustering of homes and the design of residential access roads, grading and residential lots in locations that are less visually intrusive. It would also potentially preserve an 83-acre parcel of open space on the project site. In addition, mitigation measure Aes-1A would be implemented which requires the applicant to submit architectural guidelines to the City for review and approval. However, even with all of these project design features and mitigation measures in place, the project's impacts would not be reduced to a less than significant level. The significant grading and landform alteration that would occur as a result of the proposed

project would substantially degrade the existing visual character or quality of the project site by altering the character of the site from a semi-rural and undeveloped area to a large-lot residential subdivision. Therefore, a significant and unavoidable impact would occur.

Mitigation Measures:

Aes-1A Prior to tract map recordation approval, the applicant shall submit architectural guidelines to the City for review and approval. The purpose of the architectural guidelines shall be:

i. To provide the City with the assurance that the proposed project will develop in accordance with the City's architectural standards for a residential development, as set forth in §18.542.500 et seq. of Specific Plan No. 25;

ii. To provide guidance to builders, residents, engineers, architects, landscape architects, and other design professionals in order to comply with the City's architectural standards;

iii. To provide guidance to the City's Development Plan Review Board, Planning Commission and the City Council in the subsequent review of plans.

The architecture of the structures on the proposed project shall conform to the architectural guidelines, which will be made part of the Covenants, Conditions and Restrictions (CC&Rs) for the proposed residential development. Architectural review and approval by the Homeowners Association shall precede any review and approval by the City's Development Plan Review Board.

Level of Significance After Mitigation: Significant and unavoidable.

B. Air Quality

Potential Air Quality Impact 1: Would the project violate any federal or State air quality standard or contribute substantially to an existing or projected air quality violation?

Finding: Implementation of the proposed project would violate the air quality standards for NO_x, PM_{10} and $PM_{2.5}$ during the mass grading phase of construction. Two mitigation measures were identified to reduce the impact; however, one of the measures is considered to be infeasible by the City. The impact to NO_x would be reduced to below a level of significance with implementation of the one feasible mitigation measure. However, even with implementation of the identified feasible mitigation measure, impacts to PM_{10} and $PM_{2.5}$ would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: An Air Quality and Greenhouse Gas Technical Report was prepared for the proposed project by PBS&J (2010), which was used as the basis for the analysis of air quality impacts in the Draft EIR. Table 1 below is a copy of Table 4.2-9 provided in the Draft EIR. As shown in Table 1, project-related emissions would be below significance thresholds in all construction phases except for the grading phase. Construction of the proposed project would exceed the significance thresholds for NO_x, PM_{10}, and $PM_{2.5}$ during grading. Therefore, impacts to air quality resulting from the grading phase of construction would be potentially significant.

Table 1 Brasada Project Construction Maximum Daily Emissions

Construction Phase	Pollutant Emissions (pounds per day)					
	CO	NO_X	ROG	SO_X	PM_{10}	$PM_{2.5}$
Demolition	5	7	1	0	1	1
Mass Grading[1]	60	**141**	16	0	**7,725**	**1,617**
Trenching	9	15	2	0	1	1
Paving	10	15	3	0	1	1
Sum of Building Construction and Coating Phases	31	17	6	0	1	1
Building Construction	*31*	*17*	*4*	*0*	*1*	*1*
Coating	*0*	*0*	*2*	*0*	*0*	*0*
SCAQMD Threshold	**550**	**100**	**75**	**150**	**150**	**55**
Significant Impact?	No	**Yes**	No	No	**Yes**	**Yes**

[1] Assuming a maximum land disturbance of five acres per day.
Bold = Exceeds SCAQMD threshold
ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM_{10} = respirable particulate matter;
$PM_{2.5}$ = fine particulate matter; SO_x = sulfur oxides
Source: URBEMIS 2007.

The Draft EIR identifies two mitigation measures (AQ-2A and AQ-2B) that, when combined, would reduce emissions of NO_x, PM_{10}, and $PM_{2.5}$, to a less than significant level. These mitigation measures are identified below. Mitigation measure AQ-2A is a feasible mitigation measure that is capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors. However, mitigation measure AQ-2B, which requires surface paving of all temporary haul roads during construction, would not be feasible for this project because the project requires a substantial amount of grading (approximately 1.2 million cubic yards of cut/fill) and this measure would result in the continuous paving and unpaving of temporary haul roads during project construction. Temporary surface paving and the associated demolition of the pavement on the project site once construction is complete would result in additional air quality emissions which would further increase air quality impacts during construction. Therefore, due to environmental factors, mitigation measure AQ-2B is considered to be infeasible for this project and would not be implemented. Mitigation measure AQ-2A would still be implemented to reduce emissions of NO_x, PM_{10}, and $PM_{2.5}$ during grading. Implementation of mitigation measure AQ-2A alone would be sufficient to reduce NO_x

emissions to a level below the significance threshold. However, implementation of mitigation measure AQ-2A alone would not reduce emissions of PM_{10} and $PM_{2.5}$ to below a level of significance. Therefore, impacts related to emissions of PM_{10} and $PM_{2.5}$ during the grading phase of project construction would be significant and unavoidable.

Mitigation Measures:

AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan.

i. No more than five acres of land shall be disturbed per day.

ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators.

iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications.

v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.

vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction activities) for a period greater than five days during the construction phase.

vii. All transported material shall be securely covered to prevent fugitive dust.

viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.

ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.

x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.

xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.

xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.

xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established.

xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities.

xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site.

xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.

xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water.

xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.

xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.

AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving. [Determined to be infeasible]

Level of Significance After Mitigation: Significant and unavoidable.

Potential Air Quality Impact 2: Would the project expose sensitive receptors to substantial pollutant concentrations?

Finding: Emissions of PM_{10} and $PM_{2.5}$ would exceed the localized significance thresholds at the nearest off-site residence during the grading phase of construction. Two mitigation measures (AQ-2A and AQ-2B) were identified to reduce the impact; however, one of the measures is considered to be infeasible by the City. Even with implementation of the remaining feasible mitigation measure, impacts to PM_{10} and $PM_{2.5}$ would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: As stated above, an Air Quality and Greenhouse Gas Technical Report was prepared for the proposed project by PBS&J (2010), which was used as the basis for the analysis of air quality impacts in the Draft EIR. Table 2 below is a copy of Table 4.2-13 provided in the Draft EIR that compares the maximum construction emissions from the proposed project and the localized significance thresholds for construction. As shown in this table, project construction would not exceed the air quality significance thresholds at the closest off-site residence during any phase of construction except the grading phase. Emissions of PM_{10} and $PM_{2.5}$ would exceed the localized significance thresholds at the closest existing off-site residence during the grading phase of construction and would, therefore, result in a significant impact to a sensitive receptor.

Table 2 Brasada Project Localized Construction Emissions Concentrations

Construction Phase	Maximum Construction Emissions (pounds/day)			
	CO	NO_X	PM_{10}	$PM_{2.5}$
Impacts to Proposed Residences				
Building Construction and Coating	31	17	1	1
Allowable emissions at 25 meters (80 feet)	1,566	236	12	7
Significant Impact?	No	No	No	No
Impacts to Off-site Residence – Demolition and Mass Grading				
Demolition	5	7	1	1
Mass Grading[1]	60	141	**7,725**	**1,617**
Allowable emissions at 200 meters (660 feet)	*7,011*	*426*	*82*	*28*
Significant Impact?	No	No	**Yes**	**Yes**
Impacts to Off-site Residence – All Other Construction Phases				
Trenching	9	15	1	1
Paving	10	15	1	1
Building Construction and Coating	31	17	1	1
Allowable emissions at 50 meters (160 feet)	*2,158*	*265*	*36*	*9*
Significant Impact?	No	No	No	No

[1] Assuming a maximum land disturbance of five acres per day.
Bold = significant impact
ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_x = sulfur oxides
Source: URBEMIS 2007, SCAQMD 2009b

Mitigation measures AQ-2A and AQ-2B would minimize the proposed project's emissions of PM_{10} and $PM_{2.5}$, which would reduce the impact to localized sensitive receptors. However, as discussed above in Section VII.(B)(1), Potential Air Quality Impact 1, mitigation measure AQ-2B would be infeasible due to environmental factors since it would increase the project's already significant air quality impacts during the grading phase of construction. Therefore, mitigation measure AQ-2B would not be implemented. Mitigation measure AQ-2A would still be implemented; however, even with implementation of this feasible mitigation measure, impacts related to PM_{10} and $PM_{2.5}$ would be significant. This impact would be significant and unavoidable.

Mitigation Measures:

AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan.

i. No more than five acres of land shall be disturbed per day.

ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators.

iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications.

v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.

vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction activities) for a period greater than five days during the construction phase.

vii. All transported material shall be securely covered to prevent fugitive dust.

viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.

ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.

x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.

xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.

xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.

xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established.

xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities.

xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site.

xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.

xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water.

xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.

xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.

AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving. [Determined to be infeasible]

Level of Significance After Mitigation: Significant and unavoidable.

VIII. ALTERNATIVES TO THE PROJECT THAT WOULD SUBSTANTIALLY LESSEN OR AVOID THE SIGNIFICANT ENVIRONMENTAL IMPACTS THAT WOULD OCCUR AS A RESULT OF THE PROPOSED PROJECT

CEQA requires that an EIR describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen the project's significant impacts, and that it evaluate the comparative merits of the alternatives. Based on the State CEQA Guidelines, four project alternatives to avoid or reduce significant project impacts were identified and are addressed in the Draft EIR: 1) No Project (No Build) Alternative; 2) Reduced Project (38 lots) Alternative; 3) Development Configuration Alternative; and 4) Improved Emergency Access Alternative. These alternatives are discussed below.
In considering and rejecting certain alternatives, the project objectives must be weighed against the ability of the various alternatives to meet most of the objectives. The objectives identified for the proposed project are stated above in Section II, Project Description and Purpose.

In making these findings, the City certifies that it has independently reviewed and considered the information on alternatives provided in the EIR. The EIR's discussion and analysis of these alternatives are not repeated in these findings, but the discussion and analysis of the alternatives in the EIR are incorporated in these findings by reference. The City finds that the range of alternatives studied in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives.

Upon full evaluation, many of the alternatives were found to be capable of reducing the environmental impacts of the project. In addition, many of the alternatives were found to be capable of partially or fully achieving the project objectives. The City finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the proposed project could reduce environmental impacts and the degree to which the alternatives would achieve the project objectives.

The City finds that on balance and for the reasons provided below, based on evidence presented to it, that none of the alternatives to the proposed project has environmental advantages over the proposed project that are sufficiently great to justify approval of the alternative instead of the proposed project. Accordingly, the City has determined to approve the proposed project instead of approving one of the alternatives to it.

In making this determination, the City finds that when compared to the alternatives described and evaluated in the EIR, the proposed project, as mitigated, provides a reasonable balance between implementation of the project objectives and reduction of potential environmental impacts to an acceptable level. The City further finds and determines that the proposed project should be approved, rather than one of the alternatives, for the reasons set forth below.

A. Alternative 1: No Project (No Build) Alternative

1. Description

CEQA requires the No Project Alternative to be addressed in an EIR. Under the No Project Alternative, the proposed project would not be implemented and the proposed project site would remain in its existing undeveloped condition. No amendments to the San Dimas General Plan or Specific Plan No. 25 would occur.

2. Attainment of Project Objectives

The No Project Alternative would accomplish none of the proposed project's objectives.

3. Impacts

Aesthetics: The No Project Alternative would not result in any significant impacts associated with aesthetics because it would not alter the existing visual character or quality of the project site or its surroundings.

Air Quality: The No Project Alternative would not result in significant impacts to air quality because this alternative would not involve the use of heavy construction equipment during site preparation and grading activities.

Biological Resources: The No Project Alternative would not result in any impacts to biological resources, including special status plant or animal species, riparian habitats and other sensitive communities, wetlands, conflicts with local policies, wildlife movement corridors, or ordinances and habitat conservation plans. This is due to the fact that no development would occur under this alternative and existing (undeveloped) site condition would be maintained.

Cultural Resources: The No Project Alternative would not result in any ground disturbance or development on the project site and would, therefore, result in no impacts to cultural or paleontological resources.

Geology and Soils: The No Project Alternative would not result in impacts to geology or soils because it would not involve any new construction or ground disturbance.

Greenhouse Gas (GHG) Emissions: The No Project Alternative would not result in GHG emissions or conflicts with applicable GHG plans or policies because this alternative would not involve the use of heavy construction equipment during site preparation and grading activities. Additionally, no operational GHG emissions would result because no residential development would occur under this alternative.

Hazards and Hazardous Materials: The No Project Alternative would not result in significant impacts related to hazardous materials, emergency access or wildland fires because the No Project Alternative would not result in the increased usage of hazardous materials, would not develop the site and place people or structures in areas with high risk of wildland fire hazards, and would not require additional emergency access routes to serve the project site.

Hydrology and Water Quality: The No Project Alternative would have no impact on hydrology and water quality because no development or site disturbance would occur and the existing hydrologic conditions on the project site would be maintained. The existing flooding condition that occurs at the northern terminus of Cataract Avenue would not be corrected because a new upstream detention basin would not be constructed. Therefore, localized flooding would continue to occur in this area.

Land Use and Planning: The No Project Alternative would not result in any inconsistencies with land use plans, policies, or regulations because no development would occur on the project site and no amendments to the General Plan or Specific Plan No. 25 would be required.

Public Services: Under the No Project Alternative, no residential development would occur and existing public services would experience no increase in service demand. No impacts to parks and trails would occur because no connections to existing trails would be proposed under this alternative.

Transportation and Traffic: Under the No Project Alternative, impacts related to transportation and traffic would not occur because the project site would not be developed and no hazards related to design features or emergency access would occur.

Utilities, Service Systems, and Energy: The No Project Alternative would not result in any residential development and would not result in any environmental impacts associated with the provision of new water, wastewater, storm water or energy facilities.

4. Summary

The No Project Alternative would not fulfill any of the proposed project objectives. The No Project Alternative would result in fewer impacts to the following environmental topics: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, public services, transportation and traffic, and utilities, service systems, and energy. However, the No Project Alternative would not increase the ability of emergency service providers to access the Northern Foothills for fire protection services, as no new roads, water tanks, fire hydrants and other infrastructure would be constructed. The proposed Fire Protection Plan (Scott Franklin Consulting 2010) indicates that Santa Ana driven wildfires are likely to move from the northeast to the southwest. Therefore, development of the proposed project site would provide an opportunity to increase defensible areas and to protect development to the south of the project site. The construction of the improvements noted above and in the project description would increase the defensibility of off-site areas from wildfire; the No Project Alterative would be unable to achieve this result. However, the proposed project would also have the potential to introduce new sources of fire to the area through the development of the project site with new residential uses, while the No Project Alternative would not. While no construction would occur as part of the No Project Alternative, the property owner

would still retain development rights to the project site and could seek to develop the property at a later time and the potential for dedication of 83 acres of open space could not be assured. In addition, the proposed project would improve the existing flooding condition that currently occurs at the northern terminus of Cataract Avenue through the construction of onsite drainage improvements. Under the No Project Alternative, the existing flooding condition would not be corrected because a new upstream detention basin would not be constructed. Therefore, localized flooding would continue to occur in this area under the No Project Alternative.

B. Alternative 2: Reduced Project Alternative (38 lots)

1. Description

The Reduced Project Alternative would develop 38 residential lots throughout the proposed 273-acre project site, including on prominent ridgelines. Seventeen homes would be clustered into a lower-lying valley that is situated in the central-western portion of the project site and the remaining homes would be distributed throughout the project site, generally along ridgelines and hillside peaks. Due to the distribution of the lots, there would not be a large area of contiguous and aggregated undisturbed open space. When compared to the proposed project, the Reduced Project Alternative would locate more homes along ridgelines and hillside peaks and would have significantly less open space and natural habitat on ridgelines and hilltops. Comparative to the proposed project, which provides the inclusion of an 83-acre lettered lot as open space and the potential to dedicate this open space to the City or a designee, this alternative would be unable to provide such an opportunity for one large 83-acre contiguous open space parcel. However, smaller areas of open space would be located throughout the project site between areas of residential development. The Reduced Project Alternative would not provide access to the project site from Cataract Avenue. Primary access to the site would be provided through Wildwood Motorway from an area within the City of Glendora to the southwestern project site boundary. In order to make the site accessible, this alternative would require paving Wildwood Motorway on- and off-site, approval of a 20-foot easement through the adjacent property to the west (currently owned by the applicant and other private parties) and approval from the City of Glendora. Other existing motorways within the project site would also be paved and used for on-site site access and circulation and would likely require other jurisdiction's approvals or the approval of private landowners. No other off-site roadways would be improved. The Reduced Project Alternative would have two emergency access points and one 0.18-acre fire turn-around. The first emergency access point would be located at the northwest project site boundary and the second access point would be located at the southeast project site boundary. These emergency access routes would cross through land owned by the County of Los Angeles and a private owner to the west, which is presently the applicant as well as other private parties and the City of Glendora. The emergency access routes would not be improved off-site. Similar to the proposed project, this alternative would include a 0.18-acre off-site area to the east of the project site on Los Angeles County Department of Parks and Recreation land for use as a fire protection turn-around. The off-site improvements associated with the 0.18-acre turn-around would require approval from the County of Los Angeles. Similar to the proposed

project, this alternative would require public services and utilities, including fire protection services, police protection services, public schools services, water infrastructure, wastewater infrastructure, and storm water infrastructure, as well as the preparation of a Fuel Modification Plan. The Reduced Project Alternative would require amendments to the General Plan and Specific Plan No. 25 and approvals from the County of Los Angeles, the City of Glendora, and public service providers.

The Reduced Project Alternative was selected because of its similarity to some of the provisions of the Settlement Agreement Concept Lotting Plan, which proposes approximately 38 residential lots on 200 acres of land.

2. Attainment of Project Objectives

The Reduced Project Alternative would be consistent with four of the eight project objectives and partially consistent with two other project objectives. Objectives 1 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25 that would establish new residential density standards, among other things, for the project site. This alternative would not meet objective 2 because more residences would be located along primary ridgelines and, unlike the proposed project, it would not designate an 83-acre parcel of land for open space. Objective 4 would only be partially met by this alternative because although the project site is the same as the proposed project, it would develop fewer residences within Development Feasibility Areas. Objective 5 would not be met by the Reduced Project Alternative, because this development concept is similar to the Settlement Agreement Concept Lotting Plan and Objective 5 is to focus development into areas that are less visually intrusive than may have occurred under the Concept Lotting Plan. Objective 6 would only be partially met by the Reduced Project Alternative because, although residences would be clustered, which would consolidate and increase opportunities for open space, residential clustering would occur to a lesser degree than under the proposed project. Objective 7 would be met because this alternative would include the preparation of a Fuel Management Plan and provision of emergency access routes, which would enhance fire protection in the Northern Foothills. Finally, objective 8 would also be met because this alternative would include the provision of infrastructure and public improvements to serve the proposed development.

3. Impacts

Aesthetics: Similar to the proposed project, the Reduced Project Alternative would substantially degrade the existing visual character of the site and surroundings by introducing residential development and infrastructure on hillsides and ridgelines. Even with implementation of mitigation measure Aes-1A, impacts to visual character and quality would remain significant and unavoidable. Although less total residential development would occur under this alternative, when compared to the proposed project, the Reduced Project Alternative would result in greater significant impacts to visual character and scenic vistas because more residences would be located on ridgelines, more residential development would be visible from off-site locations, and this alternative would result in the additional leveling of hilltops for building pads.

However, due to the limited visibility of the project site from surrounding areas, it is anticipated that the Reduced Project Alternative would result in less than significant impacts to scenic vistas, similar to the proposed project. Also similar to the proposed project, the Reduced Project Alternative would result in new sources of light and glare, which would result in a potentially significant impact. However, this alternative would introduce fewer homes, streetlights, and vehicle lights than the proposed project and would result in fewer lighting and glare impacts. Implementation of mitigation measures Aes-3A through Aes-3E would reduce impacts to light and glare to a level below significant, similar to the proposed project.

Air Quality: Compared to the proposed project, the Reduced Project Alternative would result in a reduction in the production of air emissions, both during and after construction. Therefore, similar to the proposed project, impacts from the Reduced Project Alternative related to consistency with regional air quality plans and objectionable odors would be less than significant. Although this alternative would result in fewer air emissions than the proposed project, the emissions associated with the construction of this alternative would still be expected to result in temporary significant impacts to ambient air quality standards and sensitive receptors during grading activities. Similar to the proposed project, impacts to air quality would be lessened through implementation of mitigation measure AQ-2A. Mitigation measure AQ-2B would be infeasible for the same reason as the proposed project. Therefore, similar to the proposed project, impacts to ambient air quality standards and sensitive receptors during grading activities would be significant and unavoidable.

Biological Resources: Similar to the proposed project, the Reduced Project Alternative would significantly impact sensitive plant and animal species, riparian habitats and sensitive vegetation communities, wetlands and local policies, ordinances and habitat conservation plans due to activities associated with construction. Development of the Reduced Project Alternative would physically disturb less acres of the project site because it would construct only 38 homes instead of 61, but these lots would be distributed more throughout the project site, including in the 83 acres the proposed project designates as open space. Even though the development areas within the project site would be slightly different between the proposed project and the Reduced Project Alternative, impacts to biological resources would be similar because the same types of biological resources occur across the proposed project site. As discussed for the proposed project, this alternative would result in less than significant impacts to wildlife corridors because it would leave a large area of the site undeveloped and the site would be connected to undeveloped areas on three sides. Similar to the proposed project, significant impacts to biological resources would be mitigated to a less than significant level with implementation of the following mitigation measures: Bio-1A, Bio-1B, Bio-1C, Bio-1D, Bio-1E, Bio-1F, Bio-2A, Bio-2B, Bio-2C, Bio-3A, Bio-4A, Bio-4B, Bio-4C, Bio-4D, Bio-4E, and Bio-6A.

Cultural Resources: The Reduced Project Alternative would significantly impact cultural resources, including historical resources, archaeological resources, and paleontological resources, due to the ground disturbing activities related to construction

of the 38 residential lots. Similar to the proposed project, impacts to historical resources, archaeological resources and paleontological resources would be mitigable to a less than significant level with measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C. When compared to the proposed project, the Reduced Project Alternative would result in similar cultural resources impacts because similar ground disturbing activities related to construction would occur. Similar to the proposed project, this alternative would result in a less than significant impact to human remains.

Geology and Soils: Impacts related to geology and soils under the Reduced Project Alternative would be similar to the proposed project because the proposed 38 residential units would occur on the same geologic site as the proposed project and similar construction techniques, such as grading, foundation construction and retaining wall construction, would be required. Therefore, similar to the proposed project, the Reduced Project Alternative would result in significant impacts related to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils. Implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce these impacts to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Reduced Project Alternative would result in fewer GHG emissions during construction because this alternative would require less heavy construction equipment use during site preparation and grading activities. The Reduced Project Alternative would also result in fewer operational emissions than the proposed project because operational emission sources would be reduced from 61 residences to 38 residences. Similar to the proposed project, the Reduced Project Alternative would result in a less than significant impact related to GHG emissions and conflicts with adopted plans. Although the Reduced Project Alternative would result in fewer GHG emissions than the proposed project, development of this alternative would result in increased exposure of 38 residences to the adverse effects of climate change. Similar to the proposed project, implementation of applicable mitigation measures identified to reduce impacts to other environmental issues addressed in the EIR would reduce this impact to a level below significant.

Hazardous Materials: Similar to the proposed project, the Reduced Project Alternative would result in less than significant impacts related to hazardous materials because construction and operation of both scenarios would require the use of similar types of materials. Although the Reduced Project Alternative would result in the construction of fewer homes, it would still require the construction of a secondary emergency access route to meet City standards. Therefore, the Reduced Project Alternative would result in the same significant impact to emergency response plans and routes as the proposed project because none of the proposed off-site emergency access routes would be improved to meet City standards, and these routes would be considered inadequate for the purpose of emergency access. Implementation of mitigation measure Tra-3A would lessen this impact to a level below significant. However, this mitigation measure may be considered to be infeasible because it is potentially dependent upon approvals from agencies other than the City; therefore, impacts would remain significant and

unavoidable. Also similar to the proposed project, the Reduced Project Alternative would place structures and people in a location at risk of wildfire, which would result in a significant impact. Implementation of mitigation measure Haz-3A would reduce this impact to a level below significant.

Hydrology and Water Quality: Similar to the proposed project, the Reduced Project Alternative would include on-site drainage improvements that would result in less than significant impacts related to drainage alteration, erosion and siltation, groundwater supply and recharge, surface water quality and flood hazards. When compared to the proposed project, this alternative would result in fewer surface water quality impacts because less impermeable surfaces would be introduced into the project site, due to fewer homes being constructed. Fewer impermeable surfaces would reduce the quantity of pollutants that could enter surface water from project runoff.

Land Use and Planning: The Reduced Project Alternative would require multiple amendments to the San Dimas General Plan and Specific Plan No. 25. Similar to the proposed project, approval of these amendments would ensure that the Reduce Project Alternative would not conflict with any applicable land use plans or policies.

Public Services: The residential population under the Reduced Project Alternative would be less than that of the proposed project, and the demand for public services, including fire, police, and schools, would also be less than the proposed project. Similar to the proposed project, the Reduced Project Alternative's impacts related to fire, police and schools would also be less than significant. The Reduced Project Alternative would include the construction of a trail, and would therefore result in a similar potential significant impact to parks and trails. Similar to the proposed project, implementation of mitigation measures Pub-4A, Pub-4B, and applicable mitigation measures identified in other environmental topics would reduce impacts related to parks and trails to a level below significance.

Transportation and Traffic: Similar to the proposed project, the Reduced Project Alternative would result in a less than significant impact related to increases in traffic, due to the minimal amount of vehicle trips generated from the development of 38 homes. Due to the steep topography of the project site, the Reduced Project Alternative would result in potential hazards associated with roadway design features from using existing motorways. Similar to the proposed project, this would be considered a significant impact and implementation of mitigation measures Tra-2A and Tra-2B would be required to reduce the impact to a level below significant. Similar to the proposed project, the Reduced Project Alternative would not improve any off-site emergency access roadways to City standards; therefore, the alternative would not provide two access routes to serve the project site and would result in a significant impact to emergency access. Implementation of Tra-3A would reduce emergency access impacts to a level below significant; however, mitigation measure Tra-3A may be determined to be infeasible because it is potentially dependent upon approvals from agencies other than the City. Therefore, impacts would remain significant and unavoidable.

Utilities, Service Systems, and Energy: The residential population that would be generated by the construction of 38 new single-family homes from implementation of the Reduced Project Alternative would be less than that of the proposed project which would construct 61 new single-family homes. Therefore, the associated demand for wastewater treatment, new water or wastewater facilities, new storm water facilities, water supply availability, landfill capacity and energy consumption would also be less than the proposed project. Similar to the proposed project, the Reduced Project Alternative would result in less than significant impacts related to wastewater treatment, water supply availability and landfill capacity and would require the development of new on-site storm water, water, wastewater and energy facilities, the construction of which could have a significant impact on the environment. Impacts would be slightly reduced as compared to the proposed project because fewer infrastructures would be required to serve the development proposed under the alternative. Implementation of applicable mitigation measures identified for the other environmental topics addressed in the EIR would reduce impacts related to the construction utilities, service systems and energy to a level below significance.

4. Summary

Compared to the proposed project, the Reduced Project Alternative would result in lesser impacts to lighting and glare; consistency with regional air quality plans; ambient air quality standards; sensitive receptors; objectionable odors; GHG emissions and conflicts with adopted plants; hazards related to climate change; surface water quality; fire protection; police protection; public schools; parks and trails; increases in traffic; and construction of new water, wastewater, storm water, and energy facilities. The reduction in impacts is attributable to the development of fewer homes which would require less physical development, construction activities, ground disturbance, and public services and utilities demands.

Compared to the proposed project, the Reduced Project Alternative would result in greater impacts to visual character and quality and scenic vistas because it would place development at higher elevations and on ridgelines within the project site. Compared with the proposed project, the Reduced Project Alternative would not benefit the environment or community by providing one approximately 83-acre parcel of open space because this parcel is located in an area that would be developed with residences under this alternative. However, smaller areas of open space would remain undeveloped under the Reduced Project Alternative. These undeveloped natural areas would be located throughout the project site amid areas of residential development.

Compared to the proposed project, the Reduced Project Alternative would result in similar impacts to special status plant species; special status wildlife species; riparian habitat or other sensitive natural communities; wetlands; wildlife movement corridors; local biological resources policies or ordinances; historical resources; archaeological resources; human remains; paleontological resources; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; emergency response plans and routes; fire hazards; drainage alteration, erosion and siltation; groundwater supply and recharge; wildland flood

hazards; conflicts with land use plans; transportation hazards; emergency access; and alternative transportation plans, policies and programs.

The Reduced Project Alternative would be fully consistent with four of the eight project objectives and partially consistent with two of the eight project objectives.

C. Alternative 3: Development Configuration Alternative

1. Description

The Development Configuration Alternative would have essentially the same site plan as the proposed project, consisting of the construction of 61 single-family homes with primary access from Cataract Avenue. However, under this alternative, each building pad (disturbance area) would be reduced by 10 percent in size while total lot sizes would remain similar to the proposed project. Additionally, the Development Configuration Alternative would reduce overall project grading by approximately 300,000 to 400,000 cubic yards of cut and fill, as compared to the proposed project which would require approximately 1,300,000 cubic yards of grading. When compared to the proposed project, this alternative would increase roadway grades and require fewer retaining walls. Two emergency turn-arounds would be removed from the project. The Development Configuration Alternative would use four existing motorways for emergency access routes, two that cross County of Los Angeles land and two that cross City of Glendora land. Connection to the southwestern emergency access point would require steeper roadways than the proposed project. Similar to the proposed project, no off-site roadway improvements for emergency access are proposed. This alternative would generate additional demand for public services and utilities, including fire protection services, police protection services, public schools services, water infrastructure, wastewater infrastructure, storm water infrastructure. In addition, a Fuel Modification Plan would be prepared and an equestrian trail would be provided. The Development Configuration Alternative would require amendments to the General Plan and Specific Plan No. 25 and approvals from the County of Los Angeles and public service providers.

2. Attainment of Project Objectives

The Development Configuration Alternative would meet all of the proposed project's objectives because the site plan would be essentially the same as the proposed project. Similar to the proposed project, Objectives 1, 2 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25. Objective 4 would be met by this alternative because it would occur on the same project site, which is located within a "Development Feasibility Area," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place development in areas to reduce visual impacts and consolidate and increase open space. The Development Configuration Alternative would require the same Fuel Management Plan as the proposed project, which would meet Objective 7 by enhancing fire protection in the Northern Foothills, although it would allow for the construction of two fewer fire vehicle turnarounds than the proposed project. This

alternative would also meet Objective 8 because proposed development would be coordinated with the provision of infrastructure.

3. Impacts

Aesthetics: The Development Configuration Alternative would result in less landform alteration than the proposed project because the grading scheme would be significantly reduced to avoid leveling the tops of some hills to prepare building pads. In addition, less grading would result in a reduced need for retaining walls, which have the potential to create views that may not be consistent with natural features and landforms. Therefore, the Development Configuration Alternative would result in fewer impacts to visual character and quality and scenic vistas than the proposed project. Nevertheless, due to the magnitude of site disturbance that would occur under this alternative, visual impacts to the visual character and quality of the site would be significant. Similar to the proposed project, these impacts would be lessened with implementation of feasible mitigation measures; however, impacts would remain significant and unavoidable. When compared to the proposed project, the Alternative Development Configuration would result in the same impacts to lighting and glare, because the same number of homes would be built.

Air Quality: Compared to the proposed project, the Development Configuration Alternative would result in a reduction in the production of air emissions during construction due to the substantial reduction in site grading. After construction, the Development Configuration Alternative would result in the same operational emissions as the proposed project because the same number of residences would be constructed. Although this alternative would result in fewer construction-related emissions than the proposed project, it is probable that PM_{10} and $PM_{2.5}$ emissions associated with project grading would still result in significant impacts to ambient air quality standards and sensitive receptors under this alternative due to the large amount of grading required (900,000 to 1 million cubic yards of soils). Similar to the proposed project, implementation of feasible mitigation measures would reduce impacts, but not to below a level of significance. Therefore, although this alternative would result in less grading than the proposed project, and less air pollutant emissions overall, impacts to ambient air quality standards and sensitive receptors during grading activities would still be significant and unavoidable for PM_{10} and $PM_{2.5}$. Similar to the proposed project, impacts related to consistency with regional air quality plans and objectionable odors would be less than significant.

Biological Resources: Compared to the proposed project, the Development Configuration Alternative would result in similar significant impacts to sensitive plant and animal species, riparian habitats and sensitive vegetative communities, wetlands, and local policies, ordinances and habitat conservation plans because the site plan for this alternative would be essentially the same as that of the proposed project. Also similar to the proposed project, the Development Configuration Alternative would result in less than significant impacts related to wildlife corridors since the majority of the site would be undisturbed and surrounding properties to the north, west and east provide open space areas. Significant impacts to sensitive plant and animal species, riparian habitats

and sensitive vegetative communities, wetlands, and local policies, ordinances and habitat conservation plans from implementation of the Development Configuration Alternative would be mitigated by implementing the biological resources mitigation measures identified for the proposed project. With implementation of these measures, biological resources impacts from the Development Configuration Alternative would be reduced to a less than significant level.

Cultural Resources: Although this alternative would result in significantly less grading than the proposed project, the site development footprint would be similar, resulting in similar ground disturbing activities related to construction. Therefore, when compared to the proposed project, the Development Configuration Alternative would result in similar potentially significant impacts to cultural resources, including historical resources, archaeological resources and paleontological resources. These impacts would be mitigated to below a level of significance with implementation of measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C. Similar to the proposed project, this alternative would result in a less than significant impact to human remains.

Geology and Soils: Although this alternative would result in significantly less grading than the proposed project, the site development footprint would be similar, resulting in similar ground disturbing activities related to construction, such as grading, foundation construction and retaining wall construction. Since this alternative would be constructed in the same areas of the project site, the same significant impacts to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils would occur. Similar to the proposed project, implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce geology and soil impacts from implementation of the Development Configuration Alternative to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Development Configuration Alternative would result in fewer GHG emissions and hazards related to climate change because this alternative would involve substantially less grading and would require substantially less use of heavy construction equipment during site preparation and grading activities. Operational emissions under this alternative would be similar to the proposed project because the site plan would essentially be the same. Similar to the proposed project, the Development Configuration Alternative would result in a less than significant impact related to GHG emissions and conflicts with adopted plans. Although the Development Configuration Alternative would result in generation of less GHG emissions than the proposed project, the construction and operational emissions associated with this alternative would still result in a significant impact associated with exposure of the project to climate change hazards. Similar to the proposed project, implementation of applicable mitigation measures identified for other environmental topics in the EIR would reduce this impact to a level below significant.

Hazards and Hazardous Materials: The Development Configuration Alternative would result in similar less than significant impacts as the proposed project with regard to

hazardous materials because similar quantities and types of materials would be used during construction and operation of both scenarios. This alternative would require the same emergency access routes as the proposed project and would result in the same significant emergency access impact. Implementation of mitigation measure Tra-3A would reduce this impact to a level below significant. However, similar to the proposed project, mitigation measure Tra-3A may be determined to be infeasible, in which case the impact would remain significant and unavoidable. Also similar to the proposed project, the Development Configuration Alternative would place structures and people in a location at risk of wildfire. Implementation of mitigation measure Haz-3A would reduce this impact to a less than significant level.

Hydrology and Water Quality: Similar to the proposed project, the Development Configuration Alternative would include the construction of an on-site drainage system to serve the project that would ensure impacts associated with hydrology would be less than significant. When compared to the proposed project, this alternative would result in similar increases in impermeable surfaces as the proposed project because the same number of homes, rooftops and roadways would be constructed. Therefore, the Development Configuration Alternative would generate the same quantity and quality of runoff pollutants as the proposed project, and would be subject to the same regulations to control water quality pollution as the proposed project. When compared to the proposed project, this alternative would result in less erosion and siltation due to the significant reduction in grading.

Land Use and Planning: The Development Configuration Alternative would require amendments to the San Dimas General Plan and Specific Plan No. 25 related to density. Similar to the proposed project, upon approval of these amendments, no conflicts with applicable land use plans or policies would occur and this alternative would result in a less than significant impact.

Public Services: Because the increase in residential population generated by implementation of the Development Configuration Alternative would be similar to that of the proposed project, demand for public services, including fire, police, schools, and parks and trails facilities would be the same. Therefore, similar to the proposed project, the Development Configuration Alternative would result in less than significant impacts related to the provision of fire protection, police protection and school capacity. The Development Configuration Alternative would also include the construction of a trail, and would therefore result in the same significant park and trail impacts as the proposed project. Implementation of mitigation measures Pub-4A, Pub-4B, and applicable mitigation measures identified in the other environmental topics addressed in the EIR would reduce impacts related to parks and trails from the Development Configuration Alternative to a level below significance.

Transportation and Traffic: The Development Configuration Alternative would have the same circulation system as the proposed project and would generate the same number of vehicle trips to and from the project site. Therefore, similar to the proposed project, this alternative would not result in a significant impact related to increases in

traffic and level of service standards. Significant impacts would result from potential transportation design hazards and emergency access. Similar to the proposed project, implementation of mitigation measures Tra-2A and Tra-2B would reduce significant impacts related to transportation hazards to a level below significant. The Development Configuration Alternative would not improve the off-site roadways that would provide emergency access to the site which currently do not meet City standards. Because only one site access route (Cataract Avenue) would meet City standards, a significant impact associated with emergency access would occur. Implementation of Tra-3A would reduce this impact to a level below significant. However, as discussed above, mitigation measure Tra-3A may be considered to be infeasible, in which case impacts would remain significant and unavoidable. Similar to the proposed project, the Development Configuration Alternative would construct a trail and would result in similar less than significant impacts related to alternative transportation plans and policies.

Utilities, Service Systems, and Energy: The increase in residential population generated by implementation of the Development Configuration Alternative would be the same as that of the proposed project and demand for wastewater treatment, new water or wastewater facilities, new storm water facilities, water supply availability, landfill capacity and energy consumption would be the same as for the proposed project. Therefore, the Development Configuration Alternative would result in the same less than significant impacts to wastewater treatment, water supply availability and landfill capacity. Similar to the proposed project, the Development Configuration Alternative would result in significant impacts related to new storm water, water, wastewater and energy facilities. Implementation of applicable mitigation measures identified for other environmental topics in the EIR would reduce impacts related to the construction of these facilities to a less than significant level.

4. Summary

Compared to the proposed project, the Development Configuration Alternative would result in lesser impacts to visual character and quality; scenic vistas; consistency with regional air quality plans; ambient air quality standards; sensitive receptors; objectionable odors; GHG emissions and conflicts with adopted GHG reduction plans; hazards related to climate change; and erosion and siltation.

Compared to the proposed project, the Alternative Development Configuration would result in similar impacts to lighting and glare; special status plant and animal species; riparian habitat or other sensitive natural communities; wetlands; wildlife movement corridors; local biological resources policies or ordinances; historical resources; archaeological resources; human remains; paleontological resources; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; emergency response plans and routes; wildland fire hazards; surface water quality; groundwater supply and recharge; flood hazards; conflicts with land use plans; increases in traffic; transportation hazards; emergency access; fire protection; police protection; public schools; parks and trails; alternative transportation plans, policies and programs; wastewater treatment; impacts from new

water, wastewater and storm water facilities; water supply availability; landfill capacity; and energy.

The Development Configuration Alternative would meet all of the proposed project's objectives because the proposed site plan would be essentially the same as the proposed project. However, the Development Configuration Alternative would require steeper roadway grades and would result in the construction of two fewer fire vehicle turnarounds as compared to the proposed project, which could make it more difficult for fire vehicles to maneuver within the project site.

D. Alternative 4: Improved Emergency Access Alternative

1. Description

The Improved Emergency Access Alternative would have the same development footprint as the proposed project but would include improved on and off-site emergency access routes. Under this alternative, up to four secondary emergency access routes would be provided along the eastern and western boundaries of the project site and would be improved to applicable City standards. The secondary emergency access routes would utilize the existing fire roads and motorways that currently traverse the project site and surrounding areas. All on-site project roadways would be constructed to withstand all weather conditions and be a minimum of 24-feet in width to accommodate emergency access personal. Existing off-site roads and motorways that would provide secondary access to the project site would also undergo improvements to meet City standards. The improvement of these off-site roadways would prevent a potential hazard associated with large scale evacuation from an event such as a wildfire but would result in a greater total disturbance footprint than the proposed project. The construction and improvement of the proposed emergency access routes under this alternative would potentially require approval from the City of Glendora and the County of Los Angeles. Emergency access routes would not be open to the public.

Similar to the proposed project, the Improved Emergency Access Alternative would result in increased demand for public services and utilities, including fire protection services, police protection services, public schools services, water infrastructure, wastewater infrastructure, and storm water infrastructure. A Fuel Modification Plan would be prepared. This alternative would also require amendments to the General Plan and Specific Plan No. 25 and approval from public service providers, City of Glendora and County of Los Angeles.

2. Attainment of Project Objectives

The Improved Emergency Access Alternative would be consistent with all of the project objectives, because aside from the enhanced emergency access, the proposed project would be the same as this alternative. Objectives 1, 2 and 3 would be met because this alternative would require the same amendments to the San Dimas General Plan and Specific Plan No. 25 as the proposed project, which would establish residential density and development standards, among other things, for the project site. Objective 4 would be met by this alternative because it would occur on the same project site as the

proposed project, which is located within "Development Feasibility Areas," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place residences is less visually obtrusive areas and cluster development to maximize open space. Objectives 7 and 8 would be met by the Improved Emergency Access Alternative because emergency access routes would be improved off-site, which would improve emergency access in the region while providing public improvements to accommodate new development.

3. Impacts

Aesthetics: When compared to the proposed project, the Improved Emergency Access Alternative would result in increased impacts to visual character and quality because the development footprint would be increased under this alternative due to the improvement of off-site roadways. Similar to the proposed project, even with implementation of mitigation measure Aes-1A, impacts to visual character and quality would remain significant and unavoidable. Similar to the proposed project, this alternative would result in significant impacts to lighting and glare which would be mitigated to a less than significant level through implementation of mitigation measures Aes-3A through Aes-3E. This alternative would also result in the same less than significant impact to scenic vistas as the proposed project.

Air Quality: Compared to the proposed project, the Improved Emergency Access Alternative would result in a slight increase in the production of air emissions during construction, due to an increase in construction operations that would occur from construction of off-site emergency access roadway improvements. After construction, the Improved Emergency Access Alternative would result in the same operational emissions as the proposed project because it proposes the same number of residences. Similar to the proposed project, impacts related to ambient air quality standards and sensitive receptors would be significant and unavoidable, even with implementation of mitigation measures AQ-2A and AQ-2B. Although this alternative would result in slightly more construction-related emissions than the proposed project, the increase would be minimal and temporary in nature, and impacts related to consistency with regional plans and objectionable odors would be less than significant.

Biological Resources: The Improved Emergency Access Alternative would result in significant impacts related to sensitive plant and animal species, riparian habitats and sensitive vegetation communities, wetlands, and local policies and ordinances due to vegetation clearing that would be required during construction. Similar to the proposed project, this alternative would result in a less than significant impact to wildlife corridors because the majority of the project site would remain undeveloped and would be adjacent to open space areas along the western, northern and eastern site boundaries. Compared to the proposed project, the Improved Emergency Access Alternative would result in increased impacts to biological resources because additional disturbance would occur from off-site emergency access route improvements. Although impacts to biological resources would be greater under this alternative, significant impacts to biological resources would be mitigated to a less than significant level with implementation of the mitigation measures identified for the proposed project.

Cultural Resources: Ground disturbance associated with construction of the Improved Emergency Access Alternative would result in significant impacts to historical resources, archaeological resources and paleontological resources. When compared to the proposed project, the Improved Emergency Access Alternative would result in greater potential impacts to cultural resources because more ground disturbance would occur from the off-site construction of emergency access routes. Similar to the proposed project, this alternative would result in a less than significant impact to human remains. Significant impacts to historical resources, archaeological resources and paleontological resources resulting from implementation of the Improved Emergency Access Alternative would be mitigated to a less than significant level with implementation of mitigation measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C.

Geology and Soils: Although the Improved Emergency Access Alternative would result in greater construction and ground disturbance than the proposed project, impacts related to geology and soils would be similar to the proposed project because development would occur on similar geologic site conditions and would use similar construction techniques, such as grading, foundation and retaining wall construction. Therefore, impacts related to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils for the Improved Emergency Access Alternative would be potentially significant, similar to the proposed project,. Implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce geology and soils impacts to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Improved Emergency Access Alternative would result in additional GHG emissions and hazards related to climate change because this alternative would involve additional use of heavy construction equipment during construction of the off-site emergency access roadway improvements. The Improved Emergency Access Alternative would result in the same operational emissions as the proposed project. Although the Improved Emergency Access Alternative would result in more GHG emissions that the proposed project, impacts related to GHG emissions and conflicts with applicable plans are anticipated to be reduced to below a level of significance with the same project design features identified for the proposed project. Similar to the proposed project, this alternative would expose the proposed project to potentially significant impacts associated with climate change hazards. Implementation of applicable mitigation measures identified for environmental topics in other sections of the EIR would reduce this impact to a less than significant level.

Hazards and Hazardous Materials: Compared to the proposed project, the Improved Emergency Access Alternative would result in similar less than significant impacts with regard to hazardous materials because similar types of construction and operational materials would be used under both scenarios. Also similar to the proposed project, the Improved Emergency Access Alternative would place structures and people in a location at risk of wildfire which would result in a significant impact. Implementation of mitigation measure Haz-3A would reduce this wildfire impact to a level below significant.

The Improved Emergency Access Alternative would not result in a significant impact to emergency response plans and emergency access routes because off-site emergency access routes would be improved to meet City and County fire standards.

Hydrology and Water Quality: Similar to the proposed project, the Improved Emergency Access Alternative would construct an on-site drainage system to serve the proposed development that would ensure that impacts related to hydrology are reduced to less than significant. When compared to the proposed project, this alternative would result in increased impermeable surfaces, due to additional paving associated with the off-site emergency access routes improvements. Additional impermeable surfaces would increase the quantity of pollutants that could enter surface or groundwater from project runoff; however compliance with existing regulations would reduce this impact to below a level of significance.

Land Use and Planning: The Improved Emergency Access Alternative would require amendments to the San Dimas General Plan and Specific Plan No. 25 in order to be consistent with these plans. Further, this alternative proposes improvements to off-site emergency access roadways that would be subject to the applicable plans and policies of the County of Los Angeles and the City of Glendora, and may require additional amendments to relevant planning documents. Similar to the proposed project, upon approval of these amendments, no conflicts with applicable land use plans or policies would occur and this alternative would result in a less than significant impact.

Public Services: Because the increased residential population that would result from implementation of the Improved Emergency Access Alternative would be the same as the proposed project, demand for public services, including fire protection, police protection, school capacity, and park and trail facilities would be the same under this alternative. Therefore, the Improved Emergency Access Alternative would result in less than significant impacts related to fire protection, police protection, and school capacity. The Improved Emergency Access Alternative would also include the construction of a new equestrian trail and would result in the same significant park and trail impact as the proposed project. Implementation of mitigation measures Pub-4A, Pub-4B and applicable mitigation measures identified for other environmental topics in the EIR would reduce impacts related to parks and trails to below a level of significance.

Transportation and Traffic: The Improved Emergency Access Alternative would have the same public circulation system as the proposed project and would result in the same number of vehicle trips generated to and from the project site. Therefore, similar to the proposed project, this alternative would result in less than significant impacts associated with increases in traffic and alternative transportation plans and policies and potentially significant impacts associated with hazardous design features. Implementation of mitigation measures Tra-2A and Tra-2B would reduce significant impacts related to transportation hazards to a level below significant. Unlike the proposed project, the Improved Emergency Access Alternative would ensure the improvement of one or more off-site emergency access roadways to City and/or County fire standards or the project would not be implemented; therefore, this alternative would not result in a significant

impact to emergency access. Therefore, the Improved Emergency Access Alternative would provide better emergency access conditions than the proposed project.

Utilities, Service Systems, and Energy: The increased residential population that would result from implementation of the Improved Emergency Access Alternative would be the same as that of the proposed project and demand for wastewater treatment, water or wastewater facilities, storm water facilities, water supply availability, landfill capacity and energy consumption would be the same as the proposed project. Therefore, the Improved Emergency Access Alternative would result in the same less than significant impacts associated with wastewater treatment, water supply availability and landfill capacity. Similar to the proposed project, the Improved Emergency Access Alternative would result in significant impacts related to the provision of new storm water, water, wastewater and energy facilities. Implementation of applicable mitigation measures identified in other environmental topic sections of the EIR would reduce impacts related to the construction of these utilities to a level below significance.

4. Summary

Compared to the proposed project, the Increased Emergency Access Alternative would result in fewer impacts to emergency response plans/evacuation routes and emergency access and similar impacts to visual character and quality; scenic vistas; lighting and glare; consistency with regional air quality plans; objectionable odors; wildlife movement corridors; human remains; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; wildland fire hazards; drainage alteration, erosion and siltation; groundwater supply and recharge; flood hazards; conflicts with land use plans; fire protection; police protection; public schools; parks and trails; increases in traffic; transportation hazards; alternative transportation plans, policies and programs; wastewater treatment; new water or wastewater facilities; impacts from new storm water facilities; water supply availability; landfill capacity; and energy.

The Increased Emergency Access Alternative would result in potentially greater impacts to ambient air quality standards; sensitive receptors; special status plant species; special status wildlife species; riparian habitat or other sensitive natural communities; wetlands; local policies or ordinances protecting biological resources; historical resources; archaeological resources; paleontological resources; GHG emissions and conflicts with adopted plants; hazards related to climate change; and surface water quality.

The Improved Emergency Access Alternative would be consistent with all of the project objectives.

E. Environmentally Superior Alternative

An EIR is required to identify the environmentally superior alternative, which is the alternative having the potential for the fewest significant environmental impacts from among the range of reasonable alternatives that are evaluated. The No Project (No

Build) Alternative would avoid all significant environmental impacts of the development under the proposed project. The absence of development under this alternative would reduce impacts associated with aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, public services, transportation and traffic, and utilities, service systems and energy. However, while the No Project Alternative would minimize impacts to environmental resources, it would not meet any of the project objectives.

CEQA Guidelines Section 15126.6(e)(2) requires that the EIR shall identify another alternative as environmentally superior if the environmentally superior alternative is the No Project Alternative. The Development Configuration Alternative is identified as environmentally superior between the three alternatives which are not "no project" alternatives. The Development Configuration Alternative significantly reduces the amount of grading that would be required to develop the project site, which would reduce environmental impacts related to the following issues: aesthetics, air quality, greenhouse gas emissions, and hydrology and water quality. However, the remaining environmental impacts would be the same as the proposed project, including potentially significant and unavoidable impacts associated with aesthetics, air quality during construction, emergency response plans/evacuation routes, and emergency access.

The Development Configuration Alternative would meet all of the proposed project's objectives because the site plan would be essentially the same as the proposed project. Similar to the proposed project, Objectives 1, 2 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25. Objective 4 would be met by this alternative because it would occur on the same project site, which is located within a "Development Feasibility Area," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place development in areas that would reduce visual impacts and consolidate and increase open space. The Development Configuration Alternative would require a Fuel Management Plan and would meet Objective 7 by enhancing fire protection in the Northern Foothills. This alternative would also meet Objective 8 because development would be coordinated with the provision of infrastructure. However, the Development Configuration Alternative would require steeper roadway grades and would result in the construction of two fewer fire vehicle turnarounds as compared to the proposed project, which could make it more difficult for fire vehicles to maneuver within the project site.

IX. FINDINGS REGARDING OTHER CEQA CONSIDERATIONS

A. Growth-Inducing Impacts of the Proposed Project

As required by the CEQA Guidelines, an EIR must include a discussion of the ways in which the proposed project could directly or indirectly foster economic development or population growth, or the construction of additional housing and how that growth would, in turn, affect the surrounding environment (CEQA Guidelines Section 15126.2[d]).

Growth can be induced in a number of ways, including the elimination of obstacles to growth, or through the stimulation of economic activity within the region. The discussion of the removal of obstacles to growth relates directly to the removal of infrastructure limitations or regulatory constraints that could result in growth unforeseen at the time of project approval. According to CEQA Guidelines Section 15126.2(d), "it must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment."

Population Growth: The proposed project would directly influence population in the city by providing 61 new single-family residences on the project site. According to the California Department of Finance, in 2010, there was an average of 2.91 persons per household within the city. Using this number, development of the proposed project would increase the city's population by approximately 178 persons. The project's population would increase the city's existing population of 36,946 persons (year 2010) to approximately 37,124, or by approximately one half of one percent. This population increase is relatively small and would not be likely to adversely impact the city or its services. The physical environmental impacts associated with the construction and operation of the proposed project are analyzed in the various environmental topic sections of the EIR.

Economic Growth: The proposed project involves private residential development and does not include any commercial or industrial development. Therefore, other than short-term residential construction, it would not directly generate jobs or economic activity. Based on a factor of 2.91 persons dwelling unit, the 61-unit project would be expected to add approximately 178 residents to the city's population. The estimated new 178 residents that would be added on the project site would incrementally increase activity in nearby commercial establishments and may generate demand for such services as landscaping, gardening, and home cleaning and maintenance. However, the population that would be generated by the proposed project constitutes approximately one half of one percent of the 2010 population of San Dimas. Project residents would be expected to draw on existing retail and commercial services already available in the area rather than inducing new service providers to relocate to the area. As a result, no significant physical effects are anticipated to result from economic growth generated by the proposed project. However, the proposed project is expected to have beneficial economic effects on local retailers and service providers. The proposed project would provide upper-income households, which may attract business owners/executive officers that ultimately relocate their businesses to the city. A report prepared by Alfred Gobar Associates (AGA) dated December 7, 2010, discusses the fiscal effects of the proposed project on the City both with respect to the anticipated revenues derived from the proposed project as well as the fiscal expenses anticipated as a result of the project. This report is included in the record for the project, is incorporated by reference as provided in CEQA Guidelines Section 15150 and is available for public inspection at the office of the Assistant City Manager for Community Development of the City of San Dimas.

Removal of Obstacles: The proposed project does not meet other criteria for being considered growth inducing because it would not remove obstacles to growth or encourage growth through the provision of new and essential public services or access opportunities. Further, it would not result in the urbanization of land in a remote location, resulting in "leapfrog" development. The proposed project site is located in an area designated for residential development and located adjacent to developed areas that are served by existing electricity, water, sewer, storm drain, communications, roadways, and other infrastructures sized to accommodate or allow existing and planned future growth.

B. Significant Irreversible Environmental Effects

Section 15126.2(c) of the CEQA Guidelines requires a discussion of any significant irreversible environmental changes that would be caused by the proposed project. Specifically, Section 15126.2(c) states:

> "Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible, since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project involves uses in which irreversible damage would result from any potential environmental accidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project involves the wasteful use of energy).

Development of the proposed project would result in the commitment of a portion of the project site to residential uses. Restoration of the project site to pre-developed conditions would not be feasible given the degree of disturbance, the urbanization of the area, and the level of capital investment that would result from implementation of the proposed project.

Resources that would be permanently and continually consumed by implementation of the proposed project include water, electricity, natural gas, and fossil fuels; however, the amount and rate of consumption of these resources would not result in significant

environmental impacts or the unnecessary, inefficient, or wasteful use of resources. Construction activities related to the proposed project, though previously analyzed, would result in the irretrievable commitment of nonrenewable energy resources, primarily in the form of fossil fuels (including fuel oil), natural gas, and gasoline for automobiles and construction equipment.

With respect to operational activities of the proposed project, compliance with all applicable building codes, as well as EIR mitigation measures, would ensure that all natural resources are conserved to the maximum extent practicable. It is also possible that new technologies or systems would emerge, or would become more cost-effective or user-friendly, to further reduce the project reliance upon nonrenewable energy resources.

The CEQA Guidelines also require the EIR to include a discussion of the potential for irreversible environmental damage caused by an accident associated with the proposed project. However, development of the proposed project site with residential land uses would not involve the substantial use, transport, storage, or disposal of hazardous wastes. Everyday household hazardous wastes, such as cleaners, paints, and fertilizers would be used and disposed of in accordance with applicable regulations and laws. Therefore, the potential for the proposed project to cause significant irreversible environmental damage from an accident or upset of hazardous materials would be less than significant.

X. CERTIFICATION OF THE EIR

Pursuant to Public Resources Code § 21081 and State CEQA Guidelines § 15090, the City of San Dimas certifies that:

1. The EIR is an accurate and objective statement that fully complies with CEQA and the State CEQA Guidelines;

2. As the decision making body for the City, the EIR was presented to the City Council and the City Council reviewed it and considered the information in the EIR prior to approving the project; and

3. The EIR reflects the City Council's independent judgment and analysis.

The City of San Dimas further finds that no comments or responses to comments made during or after the review period for the EIR, and received prior to the adoption of these Findings, or made during any other public hearing on the project, rise to the level of significant new information requiring recirculation or additional environmental review pursuant to State CEQA Guidelines § 15088.5.

XI. FINDINGS REGARDING MITIGATION MONITORING AND REPORTING PROGRAM (CALIFORNIA PUBLIC RESOURCES CODE § 21081(d)).

As required by Public Resources Code § 21081.6, the City, in adopting these Findings, also adopts a Mitigation Monitoring and Reporting Program. The program is designed to ensure that, during the project, the City and all other responsible parties will comply with the mitigation measures adopted in these Findings.. The City Council hereby finds that the Mitigation Monitoring and Reporting Program, which is incorporated herein by reference, meets the requirements of Public Resources Code § 21081.6.

XII. CUSTODIAN OF RECORDS (CALIFORNIA PUBLIC RESOURCES CODE § 21081(e)).

The location of the documents or other materials which constitute the record of proceedings upon which the City's decision is based is the City of San Dimas Community Development Department, 245 East Bonita Avenue, San Dimas, CA 91773. The custodian for such records is the Assistant City Manager for Community Development at the same address.

XIII. STAFF DIRECTION

City staff is directed to file a Notice of Determination with the County Clerk's office in the County of Los Angeles within five working days of final project approval.

EXHIBIT B
STATEMENT OF OVERRIDING CONSIDERATIONS
FOR THE BRASADA RESIDENTIAL PROJECT
Pursuant to CEQA Statue § 21081(b) and CEQA Guidelines § 15093
State Clearinghouse (SCH) No. 2010051020

The City of San Dimas ("City") hereby adopts the following Statement of Overriding Considerations for the Brasada Residential project ("project") pursuant to Public Resources Code (PRC) § 21081 and State CEQA Guidelines § 15093. The Final Environmental Impact Report ("EIR") for the project identifies significant environmental effects that would not be mitigated to below a level of significance and that would be allowed to occur as a result of project approval by the City Council. The City finds that, although potential project-related impacts have been avoided or substantially mitigated as described in the EIR and the Findings adopted by the City pursuant to State CEQA Guidelines § 15091, the project will have significant, unavoidable environmental impacts in the following areas: aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ emissions during construction), hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access).

The City, after balancing the specific economic, legal, social, technological or other benefits of the project, including considerations of the provision of employment opportunities, determines and finds that the unavoidable adverse environmental effects may be considered "acceptable" due to the following specific considerations. Through implementation of the project, the Brasada Residential development will result in the following benefits to areas surrounding the project site, including the Northern Foothills area and the City of San Dimas as a whole:

1) Employment Benefits

a) Construction-related Jobs. The construction of the Brasada Residential project would provide an undetermined number of full-time and part-time construction jobs over the 63-month (5.25-year) construction period.

2) Economic Benefits

a) Construction-related Revenues. The construction of the Brasada Residential project would generate revenue to the local economy and provide an estimated $76,250,000 in construction related revenue based on the AGA report (described below), which used estimated pad sizes on average of 25,028, estimated average home sizes of 5,000 square feet, and approximately $250 of construction value per square foot. Additionally, an estimated $18,300,000 of project infrastructure revenue from construction of roads, debris basins, utilities and other features would make a contribution to the local economy.

b) Benefits to Local Businesses. The existing businesses (commercial, retail, entertainment) in the nearby communities of San Dimas and Glendora are expected to benefit from the future residents living in the 61-unit residential development, who would be new consumers of goods and services in the area. A report prepared by Alfred Gobar Associates (AGA) dated November 29, 2010, included in the record for the project, is incorporated by reference as provided in CEQA Guidelines section 15150 and is available for public inspection at the Development Services Department of the City of San Dimas. The AGA report discussed the fiscal effects of the proposed project on the City both with respect to the anticipated revenues derived from the proposed project as well as the fiscal expenses anticipated as a result of the project. The AGA report assumed that all 61 lots would be sold and that 70% of the project would be built out within 10 year at an average home size of 5,000 square feet. The AGA report concluded based on data analyzed in the report that approximately 14 percent of household income from residential units in the proposed project would be directed to taxable retail purchases in the City. The AGA report determined that per capita retail spending of persons residing at the project, estimated to be approximately $18,150 per year, would be expected to significantly exceed the Southern California average of approximately $6,423 and the San Dimas average of approximately $7,807 per capita. The City determines that this project would therefore provide an additional source of revenue to the local community.

c) Property Tax Revenue. Implementation of the project is projected to create a roughly $121.2 million net increase in taxable property value after accounting for the current 2010 value of the undeveloped project site. The City of San Dimas anticipates to receive its share of property tax revenue at this location in the approximate amount of $91,500 per year, according to the AGA report. Additionally, the City receives a portion of the ½ cent public safety tax pursuant to Proposition 172 to offset property tax shift losses. This supplemental tax is projected to add approximately $6,200 per year, as projected in the AGA report.

d) Sales Tax Revenue. Future residents living in the proposed project will add to the sales tax base, which will generate revenue to the City's general fund. The AGA report concluded that spending habits for the demographic most likely to live in the proposed project would generate approximately $16,500 per year in sales tax revenue for the City's general fund.

e) Subvention Funds. Certain state legislative and voter-approved programs (for instance gas tax allocation and regional transportation measures) provide revenue to the City and are generally appropriate to cities based on resident population. Residential populations also provide revenue to the City in the form of fees, fines, use charges, etc. The AGA report estimated per capita revenue from these sources. Based on the population of the project during the buildout scenario used as the baseline assumption, AGA concluded that the proposed

project would generate approximately $18,900 per year in per capita-based revenue.

3) Recreational Benefits

a) New Equestrian Trail and Trail Linkage. The project would provide new improved equestrian trails on the project site intended to facilitate future equestrian trail linkages in the Northern Foothills potentially linking to Horsethief Canyon Park and San Dimas Canyon County Regional Park. These may ultimately connect into the Angeles National Forest. These trails would be available for public use and would connect to existing and future trails in the area.

b) New Open Space Area. Initially, the Conceptual Lotting Plan attached to the Settlement Agreement contemplated the construction of homes and other structures in the upland area of the project site, some of which would have been on ridgelines visible from some areas of the City. The proposed project identified approximately 83 acres as a Lettered Lot I on the tentative map. It is identified for habitat conservation and/or open space uses. Upon approval of the project this property would be offered to the city or a third party conservancy for dedication as habitat conservation and/or open space. This parcel would remain open space in perpetuity, ensuring that, with some limited exceptions as agreed between the City and the applicant, no development would occur on the parcel, which constitutes approximately 30 percent of the project site. The 83-acre parcel is located on the upland portion of the project site, in the area that is visible from some areas of the community. Preservation of this 83-acre parcel, therefore, will not only provide for the protection of open space, but will also protect the views of a significant portion of the Northern Foothills from other areas in the City.

4) Public Service and Infrastructure Benefits

a) Improved Fire Access to the Northern Foothills. The project would enhance the fire protection in the Northern Foothills area as well as the developed portions of the City to the south, west and east of the project site through the development of new water systems, an approximately 500,000 gallon water storage tank, fire hydrants, paved access roads, brush clearances, drought tolerant plant palettes, turnouts, turnarounds, fuel modification zones, debris removal and maintenance, and an improved emergency access point. The proposed project would enhance access to the surrounding foothill areas and the existing motorways for emergency access by providing an emergency service access point from Cataract into these areas via the private roadway system that is proposed as part of the project. The proposed project would provide multiple double-turn arounds and hammerheads to permit access and circulation of emergency vehicles. Fire models indicate that Santa Ana wind-driven fire events would likely burn in a northeasterly to southwesterly direction (i.e., from the relatively unpopulated hills above San Dimas into populated areas). Providing improved access that can be

utilized by emergency service providers and site improvements such as fuel modification and ignition resistant building standards will enhance the ability to access and defend the site and neighboring areas against fire events, according to the Fire Protection Plan and analysis prepared by Scott Franklin and Jim Hunt in reports that are part of the administrative record.

b) Improved Drainage. A deficient drainage condition currently exists at the northern terminus of Cataract Avenue, downstream from the mouth of Schuler Canyon. This results in localized flooding during large storm events, often on an annual basis. The project would install a detention/debris basin that would correct this off-site flooding condition by detaining storm flows and not allowing flows to drain unimpeded onto Cataract Avenue, as is currently the case. The existing flooding condition at this location would be significantly improved with implementation of the project.

5) Sustainability Benefits

a) Green Design. The Brasada Residential project would incorporate sustainable and green project design features which could help offset climate change impacts, including: electric vehicle (EV) hookup on all homes; roof structures designed so that PV solar panels could be installed by a homeowner on homes as appropriate; roof structures that comply with "cool roof" standards; energy-reducing shading mechanisms for windows, porches, patios and walkway overhangs; Energy Star rated appliances; and energy efficient lighting in street lamps and other lighting systems in the common areas. In total, the development would exceed Title 24 standards by 10 percent or more.

b) Protection of Open Space. The proposed project would consolidate, preserve and increase opportunities for open space by allowing clustered development, two-story structures, and smaller lot sizes and identifying "no build areas" on residential lots, which would result in limiting impacts affecting the 273-acre site to only 80-acres that would be permanently developed, or approximately 29 percent of the total project site.

6) Ridgeline Preservation Benefits

a) No Ridgeline Development. The 83-acre open space parcel is located in the upland area of the project site. Providing open space in perpetuity in this area would prevent ridgeline development and assist in preserving the visual character of the area.

b) Less Visual Obtrusiveness. The Brasada Residential Project would construct most of the residential lots in a lower-lying valley that is situated in the central-western portion of the project site, which would reduce visual impacts. Further, portions of the project site are positioned upon a topographic feature that consists of a relatively flat hanging bench that is somewhat higher than the rest

of the City and thus out of view from many portions of the valley floor. The design of the project would limit impacts to views of the Northern Foothills from other areas of the City.

7) Resolution of Dispute

a) The City and the applicant for the project have been involved in a longstanding dispute over the development of the project site. The dispute involved litigation and the entering of a Settlement Agreement and Release in 2004. The approval of the General Plan Amendment, Specific Plan No. 25 Amendment, the TTM 70583, and the Development Agreement resolve the dispute as set forth in the Settlement Agreement between the City and the applicant for the project.

The City finds that there is substantial evidence in the administrative record of benefits to employment, economic, recreational, public service and infrastructure, sustainability and ridgeline preservation which would directly result from approval and implementation of the project. The City of San Dimas finds that the need for these benefits specifically override the impacts of the project on aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access) and thus the adverse effects of the project are considered acceptable.

EXHIBIT C
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) was formulated based on the findings of the Final Program Environmental Impact Report (EIR) for the proposed Brasada Residential Project. The MMRP is in compliance with Section 15097 of the State CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The MMRP lists the project design features and mitigation measures identified in the Final EIR and defines the mitigation monitoring and reporting requirements for each feature or measure.

Table 1 presents the project design features and mitigation measures identified for the proposed project. Project design features are not mitigation measures, rather they are features of the project that the applicant has committed to implementing which would reduce or avoid one or more potentially significant impacts of the project. By including the project design features in the MMRP, the City is assured of their implementation. Without such an assurance, additional significant impacts may result from the project. Each project design feature is identified with the letters PDF and numbered sequentially beginning with PDF-1. The mitigation measures listed in Table 1 are measures specifically identified to reduce or avoid the potentially significant impacts resulting from implementation of the proposed project. Each mitigation measure is identified by the first three letters of the topical section to which it pertains, followed by a hyphen and impact number and letter, which indicate the order that the mitigation measure is listed in the topical section's impact analysis. For example, mitigation measure ***Aes-1A*** is the first mitigation measure identified under Issue 1 in the Aesthetics section of the EIR.

The first column of Table 1 provides the project features or mitigation measures identified in the Final EIR. The column entitled "Party Responsible for Implementing Action" identifies the party responsible for carrying out the required action. The columns entitled "Party Responsible for Monitoring" and "Timing" identify the party ultimately responsible for ensuring that the mitigation measure is implemented, and the approximate timeframe for the oversight agency to ensure implementation of the mitigation measure.

Table 1. Brasada Residential Project Mitigation Monitoring and Reporting Program Summary

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Project Design Features			
PDF -1 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that operation of each onsite residence would exceed Title 24 standards by 10 percent or more.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-2 Prior to the approval of the final tract map, the proposed roadway network shall be designed to avoid skewed intersections to the satisfaction of the City Engineer. All intersections shall be right angles. A median strip and a turnaround shall be provided at the entrance to the project for a community mail pickup structure. The roadway network shall curve throughout the site and shall be subject to elevation changes, which will also help to calm traffic. Due to the steep topography of the site and the narrow width of the project roadways, no sidewalks or designated bike lines shall be provided on the project site.	Project Applicant	City Engineer	Prior to approval of final tract map
PDF-3 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that neighborhood electric vehicles (an electric vehicle with a maximum speed of 25 mph) shall be allowed on all project roadways.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-4 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that each home includes an electric vehicle (EV) hookup and has space to recharge small equipment.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-5 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that roofs on all non-accessory buildings are designed to comply with "cool roof" standards. Heat reflective materials shall be applied under roof shingles. Material colors for concrete shingles shall be part of the architectural guidelines for the HOA.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-6 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that all appliances installed by the developer are Energy Star rated appliances.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-7 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing shading mechanisms are installed on windows, porches, patios and walkway overhangs where appropriate to maximize shade in the summer and maximize solar access to walls and windows in the winter.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
PDF-8 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing programmable thermostats, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings shall be installed in all homes.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-9 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that skylights will be installed in homes wherever feasible, provided the privacy of residents is adequately maintained.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-10 Prior to issuance of a grading permit, the project applicant shall demonstrate to the satisfaction of the Community Development Director that approximately 30 percent of homes developed on the project site shall be oriented to face north or south.	Project Applicant	Community Development Department	Prior to issuance of a grading permit
PDF-11 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that insulation will be installed in exterior walls and ceilings, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-12 Prior to the issuance of a grading permit, the architectural guidelines for the homeowner's association (HOA) shall identify a requirement for exterior electrical outlets and a location for recharging the electrical equipment necessary for maintenance of homeowner's association (HOA) landscaping.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-13 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that every residence is supplied with a bin for trash, a bin for recyclables, and a bin for green waste.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-14 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions (CC&Rs) shall require that all landscaping on the project site comply with the City's Water Efficient Landscape Ordinance. Compliance shall be required for all residential lots and public spaces, even if a particular lot does not meet the minimum of 2,500 square feet of landscaped space. The HOA CC&Rs shall include guidelines to encourage homeowners to orient homes to take advantage of natural heating and cooling elements. The guidelines shall allow gardens that are properly maintained or screened to prevent pests.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
PDF-15 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that only low water use appliances, such as Energy Star appliances and power flush toilets, are installed.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-16 Prior to issuance of a grading permit, the construction contractor shall demonstrate to the satisfaction of the Community Development Director that the construction fleet meets or exceeds then current ARB standards.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-17 Prior to issuance of a grading permit, the construction contractor shall demonstrate to the satisfaction of the Community Development Director that electric or natural gas-powered construction equipment shall be used in lieu of gasoline or diesel-powered engines, where feasible.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-18 Prior to issuance of a grading permit, the construction contractor shall demonstrate that locally-made building materials shall be used for project construction and associated infrastructure when appropriate materials are available and economically feasible.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-19 Prior to issuance of a grading permit, the construction contractor shall demonstrate that the proposed project complies with the Tier 2 provisions of the California Green Building Code requiring recycling/reuse of construction and demolition debris.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-20 Prior to issuance of a building permit, the construction contractor shall demonstrate that building materials shall be resource efficient, recycled, have long life cycles and manufactured in an environmentally friendly way, to the extent feasible.	Construction Contractor	Community Development Department	Prior to issuance of a building permit
Aesthetics			
Aes-1A Prior to tract map recordation approval, the applicant shall submit architectural guidelines to the City for review and approval. The purpose of the architectural guidelines shall be: i. To provide the City with the assurance that the proposed project will develop in accordance with the City's architectural standards for a residential development, as set forth in Section 18.542.500 et seq. of Specific Plan No. 25; ii. To provide guidance to builders, residents, engineers, architects, landscape architects, and other design professionals in order to comply with the City's architectural standards; iii. To provide guidance to the City's Development Plan Review Board, Planning Commission and the City Council in the subsequent review of plans.	Project Applicant	Community Development Department	During project design phase and prior to approval of final tract map

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
The architecture of the structures on the proposed project shall conform to the architectural guidelines, which will be made part of the Covenants, Conditions and Restrictions (CC&Rs) for the proposed residential development. Architectural review and approval by the Homeowners Association shall precede any review and approval by the City's Development Plan Review Board.			
Aes-3A Lighting for all future development proposals in the Northern Foothills area shall be designed in accordance with all applicable lighting criteria for Visual Intrusiveness for New Development identified in the Northern Foothills Development and Infrastructure Study.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3B Exterior lighting for buildings shall be the minimum necessary to provide for safety for pedestrians and other non-vehicular uses around the primary building on a parcel. Landscaping shall be used to reduce the long-range visibility of night lighting.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3C Proper lighting techniques to direct light on site and away from other properties, as determined by the City of San Dimas, shall be required to reduce light and glare (including directional lighting).	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3D Windows with highly reflective treatments shall be avoided and windows shall be located as to avoid highly reflective sun orientations to surrounding properties.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3E Solar panels, solar water heaters, and other roof-mounted structures proposed or required as part of the development shall be non-reflective and non-glare in their appearance, and shall be designed and installed to blend in with overall roof appearances to the greatest extent feasible.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Air Quality			
AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan. i. No more than five acres of land shall be disturbed per day. ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any	Project Applicant or Construction Contractor	City Engineer	Prior to issuance of grading permit and during grading activities

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.			
iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators.			
iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications.			
v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.			
vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction activities) for a period greater than five days during the construction phase.			
vii. All transported material shall be securely covered to prevent fugitive dust.			
viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.			
ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.			
x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.			
xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.			
xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.			

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established. xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities. xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site. xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour. xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water. xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation. xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.			
AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving.	Construction Contractor	Community Development Department	Prior to issuance of the grading permit and during grading activities
Biological Resources			
Bio-1A To prevent impacts to thread-leaved brodiaea, the following shall occur: i. Prior to grading, an informal consultation with the USFWS, the CDFG, and a biologist provided by the applicant and approved by the City on the issue of critical habitat for the thread-leaved brodiaea shall occur. If determined by the USFWS or CDFG that proposed project impacts would not threaten the long-term survivability of the thread-leaved brodiaea species, no further mitigation shall be required. If determined by the USFWS or CDFG that proposed project impacts would threaten the long-term	Project Biologist	Community Development Department/ USFWS/ CDFG	Prior to issuance of grading permit and project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
survivability of the thread-leaved brodiaea species, avoidance, to the extent possible, of the on-site critical habitat areas shall be required. ii. If thread-leaved brodiaea is observed within the proposed development area prior to project construction, one of the following measures shall be required, as approved by USFWS and CDFG: a. Land shall be purchased in an approved mitigation bank to off-set the loss of this species; or b. A plan shall be developed to relocate the plants and soils to a portion of the preserved project site with adequate light, water and suitable vegetation. Relocation may occur either on a large or small scale, dependent upon the population, but shall include a minimum of 12 inches of soil in both depth and a 12 inch surface radius from the plants to provide the necessary soils for the survival and perpetuation of the species.			
Bio-1B Prior to the start of project construction, the on-site construction superintendent and a City-approved biologist provided by the applicant shall ensure the following measures are in place: i. Work areas shall be fenced with highly visible fencing (e.g., orange construction fencing) to ensure impacts do not occur outside of the project footprint identified in the project grading plan. Fencing locations shall be approved by a qualified City-approved biologist and verified in the field. ii. A City-approved biologist shall conduct a preconstruction education program to be held on site, prior to the beginning of any vegetation or earth-disturbing activities. This education program shall be designed to acquaint project construction personnel and equipment operators with the natural resources in the area and to inform them of the need to comply with avoidance and minimization measures.	Construction Contractor/ Project Biologist	Community Development Department	Prior to issuance of grading permit and project construction
Bio-1C During project construction, the construction superintendent and a City-approved biologist shall ensure the following measures are in place: i. Signage shall be placed at the employee parking area, at the equipment office and staging area, and at other points of high visibility instructing construction personnel to remain within the fenced project footprint, to park in designated areas, and not to enter the surrounding natural vegetation areas for rest or lunch periods. ii. Staging areas shall be placed in unvegetated areas within the development footprint.	Construction Contractor/ Project Biologist	Community Development Department	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
iii. Employee parking and rest/lunch/break periods shall occur in designated locations within the development footprint. No take of additional habitat or communities shall occur for these purposes. iv. A biological mitigation monitor shall be present during vegetation clearing to ensure proper placement and compliance with conditions of approval and the regulatory permits for the project. A mitigation monitor shall make periodic visits to the project site during the construction program to ensure that the avoidance and minimization measures are maintained and in compliance. Monthly, Quarterly and Annual reports shall be issued by the biological monitor to the project applicant indicating compliance. All reports shall be compiled into a final report at the end of the earth moving phase of the construction program. Annual reports shall include percent survival, percent cover of native and non-native species, tree height of select species, overall site condition and required corrective measures to bring the mitigation program into compliance. Corrective measures shall include instructions on weeding, replacement of container materials, reseeding, increased or decreased watering and other measures as determined necessary by the project biologist. v. Proper use and disposal of oil, gasoline, diesel fuel, antifreeze and other toxic substances shall be enforced. vi. All heavy equipment shall be washed prior to bringing it onto the project site. vii. All refuse created or brought on site by construction personnel or contractors must be placed in covered containers, removed from the site daily and disposed of at an appropriate disposal site. viii. Active construction areas shall be watered as needed to control dust and minimize effects to adjacent habitat. ix. Crushing and mulching of plant communities with greater than 10 percent weedy annual species shall not occur and any areas/topsoil suitable for crushing, mulching and transplanting shall be selected by the project biologist prior to vegetation disturbance on the property.			
Bio-1D To prevent indirect impacts from invasive species, no plant species listed on the California Exotic Pest Plant Council's List of Most Invasive Wildland Pest Plants or the Angeles National Forest's List of Invasive Species shall be used in the project landscaping or revegetation.	Project Applicant	Community Development Department	During the project design phase and plan check reviews

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-1E Herbicides and pesticides shall not be applied in such a way as to allow overspray or runoff to enter and damage adjacent habitat. The project's Covenants, Conditions and Restrictions (CC&R) and homeowners association (HOA) guidelines shall educate and inform future homeowners of these requirements. Ordinary runoff from landscaped areas shall be treated through the project's water quality/debris detention basins prior to discharge. The detention basins shall be designed with the storage time necessary to allow for pollutant removal.	Project Applicant	Community Development Department/ City Engineer	During the project design phase and plan check reviews
Bio-1F The HOA guidelines and the CC&Rs shall prevent intrusion by limiting resident use to the development footprint and approved multi-use trails in the area. Informational signs at the edge of the development shall inform residents that recreational activities are restricted to the existing trails and roadways and warn them not to stray into native habitat or allow domestic animals to enter open space habitat. Horseback riding shall be limited to the designated trail system and cross country riding shall not be allowed.	Project Applicant	Community Development Department	Prior to issuance of Certificate of Occupancy
Bio-2A To prevent impacts to nesting raptors, the on-site construction superintendant and a City-approved biologist shall enforce the following: i. All phases of construction, including mass grading and house construction, shall avoid the raptor nesting season (February 1 through August 31) for any raptor species identified in the Migratory Bird Treaty Act and California Department of Fish and Game Code. ii. If construction cannot avoid the raptor nesting season, a pre-construction survey for nesting raptors, including the burrowing owl, shall be conducted prior to any site disturbance or vegetation removal on the project site. This survey shall be conducted within 72 hours prior to the start of construction. iii. In the event that a fully protected species is found to be nesting on the project site, all work in the area shall stop and a consultation with the regulatory agencies shall occur. If nesting raptors, or any migratory bird regulated under the Migratory Bird Treaty Act, are present within or immediately adjacent to the proposed project development footprint, the following shall be required, as approved by the regulatory agencies: a. Temporary avoidance of nests/shrubs/trees/area including the provision of a suitable buffer (300 to 500 linear feet for raptors, 25-500 linear feet for other species as determined by the City-approved biologist) shall be required until such time as the biologist has verified that the young have fledged or the nest has otherwise become inactive and passive relocation (removal of the tree and nest after	Construction Contractor/ Project Biologist	Community Development Department	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
abandoned) may occur; b. Avoidance of the nest and permanent preservation of the area; or c. Development of an approved alternative nesting site (after the nest is determined to be no longer active).			
Bio-2B During construction, lighting shall be limited to daylight hours and directed towards equipment and away from natural areas. Upon project completion and operation, all installed exterior residential lighting shall be directed away from natural areas toward patios, gardens, driveways, recreational sites, residential structures, garages, or outbuildings so as to prevent spill-over into adjacent natural areas.	Construction Contractor/ Project Applicant	Community Development Department	During project construction and prior to issuance of Certificate of Occupancy
Bio-2C Prior to project construction, a preconstruction clearance survey for burrowing owl shall be conducted by a City-approved biologist in compliance with the CDFG's burrowing owl project clearance protocol.	Project Biologist	Community Development Department/ CDFG	Prior to the issuance of a grading permit and project construction
Bio-3A To mitigate impacts to coastal sage scrub, the on-site construction superintendant and a City-approved biologist shall ensure that following measures are implemented: i. Coastal sage scrub (CSS) shall be revegetated at a ratio of 2:1, revegetation for CSS and native species integrades (i.e. CSS/chaparral or CSS/elderberry scrub) shall occur at a 1:1 ratio and revegetation for CSS and non-native grasslands/ruderals shall occur at a 0.5:1 ratio. ii. CSS or CSS communities shall be mitigated through the following methods, as approved by the regulatory agencies: a. On-site as restoration of non-native or disturbed/developed areas within avoided and preserved sections of the project; b. On-site as enhancement of CSS/non-native communities; c. Off-site within approved mitigation bank(s) or off-site within other property(ies) (i.e. restoration/enhancement programs) available at the time of grading; or d. A combination of the above. iii. Revegetation shall be implemented in stages. The initial stage shall begin during site grubbing and shall consist of crushing/mulching scrub within areas to be graded with a dozer. The crushed/ mulched material along with the top four to six inches (10 to 15 cm)	Construction Contractor/ Project Biologist	Community Development Department	During project grading and construction and upon completion of project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
of topsoil shall then be removed in one operation with a loader or dozer and stockpiled nearby as directed by the biologist. Soil stockpiles shall be stored at depths no greater than seven feet (2 m) until revegetation sites are prepared and shall be maintained free of contamination (storage depths may require adjustment based upon length of storage). Stockpiles shall be stored no longer than six months. Once a restoration site is prepared the stockpiled soil shall be spread to a depth of approximately one foot (30 cm). Appropriate scrub container stock shall be incorporated into the revegetation areas as outlined in the detailed mitigation/ restoration plan to be developed by the biologist. In addition, container stock consisting of native bunchgrasses shall be incorporated into the planting. The redistributed material, along with the container stock, shall be watered by a temporary irrigation system until established, as determined by the biologist.			
iv. Crushed plant material and soil to be stockpiled shall be obtained from various locations on site. Areas to be revegetated shall be determined by the City-approved biologist based upon such factors as the configuration of the cut and/or fill slopes and proximity to areas of intact scrub communities.			
v. The timing of the stockpiling of plant material and topsoil shall be dictated by the grading/construction schedule. Reintroduction of stockpiled material to revegetation sites shall be conducted between September 1 and November 30. Container stock shall be planted during the same time period.			
vi. Performance standards shall be developed by the City-approved biologist and apply for the revegetation of coastal sage scrub. Generally these standards include 75 percent coverage by redistributed vegetative materials, seeded species, and container stock (whichever of the three or combination is used) at the end of five years. In addition, if a 50 percent survival rate has not been achieved, replanting with appropriate size container stock necessary to achieve this standard shall be performed.			
vii. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies, but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than ten percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While success is difficult to judge in the first three years due to naturally slow growth rates, and success in these years is related primarily to adequate weeding programs and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) will be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10			

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
percent weed cover. If success standards are not met, remedial measures, including hand seeding, hydroseeding, or introduction of additional container stock shall be implemented as directed by City staff and the biologist.			
Bio-3B The City-approved project biologist, provided by the applicant, in coordination with the regulatory agencies, shall determine the best on-site area to be utilized for restoration and enhancement. Selection of specific on or off-site mitigation locations shall be based on an analysis of the availability of space, water, and accessibility as well as appropriate soils and topography. Mitigation areas shall not be placed in areas which are so remote or topographically challenging that maintenance crews cannot reasonably access the area and or provide for the stated success criteria. The final decision for the placement of mitigation (on or off-site) shall be made by the project biologist in consultation with the City and appropriate regulatory agencies and shall be based on a reasonable expectation of success, but in no event shall the ratios fall below those ratios stated above in mitigation measures Bio-3A, Bio-4B and Bio-6A. The biologist shall supervise the installation and establishment of any on-site habitat mitigation area to insure that indirect impacts do not occur to nesting or regulated species within the avoided area of the project or within conservation areas.	Project Biologist	Community Development Department/ CDFG/ USFWS/ ACOE	Prior to issuance of grading permit, prior to project construction, and during project construction
Bio-4A Impacts to wetlands and/or riparian habitats shall be mitigated as part of the mitigation required for any CDFG Section 1600 Streambed Alteration Agreement and/or ACOE 404 Permit that may be processed for future development projects. As part of the permit/ agreement, a conceptual streambed/riparian related mitigation plan shall be developed. The objective of the mitigation is to ensure that there is no net loss of habitat values from the project. The mixed willow riparian forest and coast live oak riparian forest are vegetation types that would be impacted by future development projects within the project area and shall require permitting. The mitigation plan for impacts to these communities shall include the following elements: i. Responsibilities and qualifications of the personnel to implement/supervise the plan; ii. Plant material and seed mixes; iii. Site preparation and planting implementation; iv. Performance criteria; v. Monitoring and maintenance plan; vi. Long-term preservation of the site; vii. Agency coordination; and viii. Construction document preparation.	Project Biologist	Community Development Department/ CDFG/ ACOE	Prior to issuance of a grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-4B As approved by the regulatory agencies, prior to project construction mitigation for project impacts to all jurisdictional drainages/streambeds and "waters of the U.S." shall occur: i. On-site as restoration within avoided and preserved areas of the project site; ii. On-site as enhancement of native communities; iii. Off-site within approved mitigation bank(s); iv. Off-site within other properties (i.e. restoration/enhancement programs) available at the time of grading; or v. A combination of the above.	Project Biologist	Community Development Department/ CDFG/ USFWS/ ACOE	Prior to project construction
Bio-4C Ratios for wetland/riparian jurisdictional drainages shall occur at a 2:1 ratio as measured from streambed top of bank to opposite top of bank, or bed and bank to bed and bank. Riparian or wetland trees shall be mitigated on a 2:1 ratio under the mature significant tree mitigation program as discussed in Bio-6A. Unvegetated or upland vegetated drainages shall be mitigated at a 1:1 basis and temporary drainage impacts shall be mitigated at a 0.5:1 ratio. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than 10 percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While native tree success is difficult to judge in the first three years due to naturally slow growth rates and success in these years is related primarily to adequate weeding and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) shall be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover.	Project Biologist	Community Development Department	Prior to project construction and upon completion of project construction
Bio-4D During project construction, the construction superintendent and a City-approved biologist shall ensure that the following measures are implemented: i. No unauthorized activity shall occur in drainages. ii. The project applicant shall employ all standard best management practices to ensure that toxic materials, silt, debris, or excessive erosion do not enter waters of the United States during project construction. The use of silt fencing and other measures shall be required adjacent to any protected (jurisdictional) drainage. iii. Staging areas shall be placed in such a way as to prevent contaminated runoff into waters of the U.S.	Construction Contractor/ Project Biologist	Community Development Department	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-4E Invasive species shall be removed from the drainage areas, including any eucalyptus or pepper tree species that are within a drainage system, or that is in a tributary area to a drainage.	Project Biologist	Community Development Department	During project construction
Bio-6A To off-set impacts to on-site mature significant trees, the construction superintendant and a City-approved biologist shall ensure implementation of the following measures: i. A minimum of two 15-gallon native trees shall be planted on site as a replacement for every one mature and significant tree removed. Trees shall be replaced within landscaped areas of the project, within avoided open space areas where natural water is available or within preserved mitigation areas for impacts to jurisdictional drainages. ii. The landscape architect/designer for the project shall design replacement trees into landscape plans which shall be subject to review by the City. iii. Planting specifications shall consider the following: a. The newly planted trees shall be planted high, as much as 0.75 foot above the new adjacent grade. b. Amend the backfill soil with wood shavings. However, it is not recommended when existing soil is high in natural organic matter with a sandy loam texture. c. In regard to the need of planting amendments and drainage systems, recommendations shall be based on soil tests on the project site and approved by the City. iv. Any City-approved work within the driplines of saved trees, including branch removal or any modification necessary to comply with fuel modification requirements, shall be under the inspection of a qualified arborist. v. Copies of the "Tree Report," the Mature Tree Preservation Ordinance and the City-approved grading plans shall be maintained on site during all site construction. vi. Impacts to mature trees shall be monitored by a project biologist and shall be counted and compared to the pre-project tree inventory. The project biologist shall verify the number of replacement trees and this number shall be reported in a mitigation monitoring report. The success criteria for mature trees shall be fully developed in the mitigation monitoring plan, but shall include survival standards of not less than 50 percent after 5 years and not more than a 10 percent weedy species cover in the mitigation/landscape areas.	Construction Contractor/ Project Biologist	Community Development Department	During the project design phase, during project construction, and upon completion of project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Cultural and Paleontological Resources			
Cul-2A Prior to land clearing, grading, excavation, or project-related land development activities, the project applicant shall retain a qualified archaeologist (and, if necessary, a culturally-affiliated Native American) to monitor these activities. Project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event of an unexpected archeological discovery during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the archaeological find. A qualified archaeologist shall oversee the evaluation and recovery of archaeological resources, in accordance with the procedures below, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the archaeological find. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring. If the archaeological discovery is determined to be significant, the archaeologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures: i. Perform appropriate technical analyses; ii. File any resulting reports with the South Central Coastal Information Center; and iii. Provide the recovered materials to an appropriate repository for curation, in consultation with a culturally-affiliated Native American, as applicable. Should the qualified archaeologist determine that there are no cultural resources within the impacted areas or should the sensitivity be reduced to low during monitoring, all monitoring should cease.	Project Archaeologist	Community Development Department	Prior to issuance of grading permit and during grading and excavation activities
Cul-4A Prior to grading or excavation that would excavate sedimentary rock material other than topsoil and within those areas underlain by the Puente Formation, the project applicant shall retain a qualified paleontologist to monitor these activities. The project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event fossils are discovered during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the discovery. The recommendations of the paleontologist shall be implemented with respect to the evaluation and recovery of fossils, in accordance with mitigation measures Cul-4B and Cul-4C, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the fossil discovery. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring.	Project Applicant/ Project Paleontologist	Community Development Department	Prior to the issuance of grading permit and during grading and excavation activities

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Should the qualified paleontologist determine that there are no fossil resources within the impacted areas, that the lithology of the geologic unit is not conducive to the preservation of fossil resources, or should the sensitivity level be reduced to low during monitoring, all monitoring should cease.			
Cul-4B If the fossils are determined to be significant, then mitigation measure Cul-4C shall be implemented.	Project Paleontologist	Community Development Department	During grading and excavation activities
Cul-4C For significant fossils as determined by mitigation measure Cul-4B, the paleontologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures: i. The paleontologist shall ensure that all significant fossils collected are cleaned, identified, catalogued, and permanently curated with an appropriate institution with a research interest in the materials; ii. The paleontologist shall ensure that specialty studies are completed, as appropriate, for any significant fossil collected; and iii. The paleontologist shall ensure that curation of fossils are completed in consultation with the City of San Dimas. A letter of acceptance from the curation institution shall be submitted to the City of San Dimas.	Project Paleontologist	Community Development Department	During grading and excavation activities
Geology and Soils			
Geo-1A Prior to the issuance of a grading permit, the applicant shall demonstrate, to the satisfaction of the City of San Dimas City Engineer, implementation of all mitigation measures provided in the Geotechnical Investigation prepared for the proposed project site: Geotechnical Investigation Tentative Tract No. 70583 by CHJ Incorporated dated July 13, 2010. Mitigation measures shall be implemented to reduce the following potentially significant geologic conditions to a less than significant level: seismicity and groundshaking, slope stability, debris flow, erosion, expansive and corrosive soils, and settlement of exiting fill and proposed deep fill. Mitigation measures may include, but not be limited to, the following: seismic design considerations; general site grading; initial site preparation; removal and re-compaction of existing soils; preparation of fill areas; preparation of footing areas; compacted fills; oversized material; slope construction; slope creep; slope protection; subdrains; settlement monitoring; foundation design; post-tensioned slab foundations; slabs-on-grade; expansive soils; concrete flatwork; lateral loading; earth pressures; seismic earth pressure;	Project Applicant/ Construction Contractor	City Engineer	Prior to issuance of grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
trench excavation; trench bedding and backfills; shoring design parameters; potential erosion; chemical/corrosivity testing; and construction observation.			
Geo-2A The applicant shall exercise special care during the construction phase of the project to prevent any off-site siltation. The applicant shall provide erosion control measures and shall construct temporary desiltation/detention basins of a type, size and location as approved by the City of San Dimas City Engineer. The basins and erosion control measures shall be shown and specified on the grading plan and shall be constructed prior to the start of any grading operations. Prior to the removal of any basins or erosion control devices so constructed, the area served shall be protected by additional drainage facilities, slope erosion control measures and other methods as may be required by the City Engineer. The applicant shall maintain the temporary basins and erosion control devices until the City Engineer approves the removal of the temporary facilities.	Project Applicant/ Construction Contractor	City Engineer	During project construction
Geo-3A Prior to the issuance of a grading permit, the applicant shall submit a grading, drainage and retaining wall plan, in compliance with City standards, for review and approval by the City of San Dimas City Engineer. All grading work must be done in compliance with the approved plan and completed to the satisfaction of the City Engineer. All slopes within the project shall be graded no steeper than a 2:1 slope, excluding slopes with retaining walls, unless otherwise approved by the City Engineer.	Project Applicant	City Engineer	Prior to issuance of grading permit
Geo-3B Prior to the issuance of a grading permit, the applicant shall enter into a slope maintenance agreement with the City of San Dimas City Engineer. The slope maintenance agreement shall be subject to and consistent with the conditions identified in Sections 18.542.240 and 18.542.310(E) of Specific Plan No. 25, as amended.	Project Applicant/ City Engineer	City Engineer	Prior to issuance of grading permit
Geo-4A Under the supervision of a qualified City-approved geologist, expansive soils and nonexpansive soils shall be mixed so that soils reach an expansive rating of less than 20 which would make them suitable for use on the project site. The depth of removal and replacement or mixing of the expansive soils below any proposed structures shall be approved and monitored by a qualified City-approved geologist to ensure constant moisture content in the remaining fill.	Project Geologist	City Engineer	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Hazards and Hazardous Materials			
Haz-3A Prior to tract map recordation for the proposed project, a comprehensive Fire Protection Plan must be approved by the City of San Dimas Development Services Department. This plan must be compliant with applicable City regulations and fire codes in place at the time of approval. At a minimum, the plan must contain the following: 1) specific requirements for suitable building materials and methods; 2) prescriptions for fuel modification zones and vegetation restrictions; 3) covenants, deeds, and restrictions for the maintenance of fuel modification zones, landscaping, and building restrictions on individual properties within the development; 4) the provision of suitable infrastructure as required by applicable codes including water supply, pipelines and hydrants; 5) the provision of suitable access and emergency access to the project site; and 6) any other applicable requirements as determined by the City of San Dimas.	Project Applicant	City of San Dimas Development Services Department	During project design phase and prior to approval of final tract map
Public Services			
Pub-4A Prior to approval of the final tract map, the applicant shall consult with the City of San Dimas and the U.S. Forest Service to ensure that operation of the proposed project would not result in the degradation of existing equestrian and/or hiking trails maintained by these agencies. If necessary, a trail maintenance plan shall be prepared and signed by all parties to ensure that trail degradation would not occur.	Project Applicant	Community Development Department/ Los Angeles County Department of Parks and Recreation	During project design phase and prior to approval of final tract map
Pub-4B Prior to approval of the final tract map, the project applicant shall submit the proposed equestrian trail and trail linkage plan to the City of San Dimas Equestrian Commission for review and comment.	Project Applicant	Community Development Department/ City of San Dimas Equestrian Commission	During project design phase and prior to approval of final tract map
Traffic			
Tra-2A Prior to approval of street improvement plans and/or grading permits, the sight distance at the internal project intersections shall be reviewed and approved by the City Engineer for compliance with acceptable sight distance standards (Section 405 of the California Department of Transportation Highway Design Manual) to ensure that all intersections are constructed to be consistent with these requirements.	Project Applicant	City Engineer	During project design phase and prior to issuance of grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Tra-2B Prior to issuance of a grading permit for proposed on-site roadways, project plans shall demonstrate to the satisfaction of the City Engineer that traffic signage and striping are consistent with the standards identified in the California Manual on Uniform Traffic Control Devices.	Project Applicant	City Engineer	Prior to issuance of grading permit
Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.	Project Applicant	City Engineer	During project design phase and prior to approval of tentative tract map

RESOLUTION NO. PC-1427

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS RECOMMENDING TO THE CITY COUNCIL CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT, AS REQUIRED BY THE CALIFORNIA CODE OF REGULATIONS SECTION 15090, ADOPTION OF FINDNGS FOR THE FINAL ENVIRONMENTAL IMPACT REPORT, ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS, AND APPROVAL OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR GENERAL PLAN AMENDMENT 08-02, MUNICIPAL CODE TEXT AMENDMENT 08-04, TENTATIVE TRACT MAP NO. 70583 AND A DEVELOPMENT AGREEMENT ASSOCIATED THEREWITH

WHEREAS, the City of San Dimas initiated General Plan Amendment 08-02 and Municipal Code Text Amendment 08-04 and NJD, Ltd. initiated Tentative Tract Map No. 70583 and a Development Agreement associated therewith, all pursuant to certain rights and obligations in conjunction with a Settlement Agreement entered into between the City and NJD, Ltd., for approval of a residential subdivision consisting of approximately 270 acres into 61 single-family residential lots, nine common area lettered lots, and one 83 acre lettered lot to remain open space to offered for dedication to the City or a conservancy; and,

WHEREAS, pursuant to the requirements of the California Environmental Quality Act ("CEQA"), an Initial Study was prepared for the project which indicated that the project may have a potentially significant impact on the environment and that an Environmental Impact Report would be prepared; and,

WHEREAS, a Draft Environmental Impact Report ("DEIR") was prepared and circulated for a 45 day review period. Comments were received from agencies, special districts and individuals from September 20, 2010 through November 4, 2010; and,

WHEREAS, during the 45 day review period, the Planning Commission held a public hearing on October 20, 2010 to receive public comment on the DEIR; and,

WHEREAS, all written and oral comments received during the comment period were responded to and have been incorporated into the Final Environmental Impact Report. The Final Environmental Impact Report consists of the Draft EIR, the Technical Studies and Appendix, the Comments and Response to Comments, the Revisions to the Draft EIR, and the Mitigation Monitoring and Reporting Program ("FEIR"); and,

WHEREAS, based on review of the Initial Study, the DEIR, the FEIR and related materials, as well as all staff reports, written and oral testimony, and other information and input received on the environmental documentation prepared for the project and submitted into the public record, the Planning Commission finds that the FEIR includes the elements required for an Environmental Impact Report and the FEIR informs the Planning Commission and the public about potential significant environmental effects of the proposed project, and indicates the manner in which the significant effects can be

Planning Commission and the public about potential significant environmental effects of the proposed project, and indicates the manner in which the significant effects can be mitigated or avoided, except for certain effects identified as significant and unavoidable; and,

WHEREAS, notice was duly given of the public hearing on this matter and the public hearing was held before the Planning Commission on November 17, 2010 and continued to December 1, 2010 at the hour of 7:00 p.m. with all testimony received being part of the public record; and,

WHEREAS, all requirements of CEQA have been met for the consideration of whether or not the project will have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission of the City of San Dimas recommends to the City Council certification of the FEIR as follows:

1. The recitals set forth above are incorporated herein as findings of fact by the Planning Commission of the City of San Dimas.
2. The FEIR has been completed in compliance with CEQA.
3. The FEIR was presented to the Planning Commission and the Planning Commission reviewed and considered the information contained in the FEIR prior to making a recommendation to approve, approve with modifications, or deny the subject project.
4. The FEIR reflects the independent judgment and analysis of the City of San Dimas.
5. The Planning Commission recommends adoption of the statement of facts and findings attached hereto as Exhibit A and incorporated herein as if fully set forth.
6. The Planning Commission recommends adoption of the Statement of Overriding Considerations attached hereto as Exhibit B and incorporated herein as if fully set forth.
7. The Planning Commission recommends approval of a Mitigation Monitoring and Reporting Program attached hereto as Exhibit C and incorporated herein as if fully set forth.

PASSED, APPROVED and ADOPTED, the 1st day of December, 2010 by the following vote:

AYES: Bratt, Davis, Ensberg, Rahi, Schoonover

NOES: None

ABSENT: None

ABSTAIN: None

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton
Planning Commission Secretary

NOTE:
EXHIBITS A & B
ARE STILL
IN "DRAFT" FORM

EXHIBIT A
CEQA FINDINGS REGARDING THE ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED BRASADA RESIDENTIAL PROJECT

(State Clearinghouse (SCH) No. 2010051020)

I. INTRODUCTION

Pursuant to the California Environmental Quality Act ("CEQA," Public Resources Code §§ 21000-21178.1) and the State CEQA Guidelines (14 Cal. Code Regs., §§ 15000-15387), the City of San Dimas ("City") is the lead agency for the Brasada Residential project ("project"). The City prepared an environmental impact report ("EIR") for the project (SCH No. 2010051020), which analyzed the potentially significant environmental impacts associated with implementation of the project.

The City hereby certifies and finds that the EIR for the project has been completed in compliance with CEQA (CEQA, Public Resources Code §§ 21000-21178.1) and the State CEQA Guidelines (14 Cal. Code Regulations, §§ 15000-15387). The City further makes the following Findings, pursuant to State CEQA Guidelines § 15091. The EIR concluded that the project will have:

- Significant, but mitigable environmental impacts associated with aesthetics (light and glare), air quality (NO_x during construction), biological resources (candidate, sensitive or special status plant and animal species, sensitive natural habitats, wetlands and local policies or ordinances), cultural resources (historical and paleontological resources), geology and soils (seismic-related hazards, soil erosion/topsoil loss, soil an slope instability and expansive soils), greenhouse gas emissions, hazards and hazardous materials (wildland fire hazards), public services (parks and trails), transportation and traffic (transportation hazards), and utilities and service systems (water, wastewater, storm water and energy facilities); and
- Significant and unavoidable environmental impacts associated with aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous materials (emergency response plans and routes), and transportation and traffic (emergency access).

II. PROJECT DESCRIPTION AND PURPOSE

The proposed Brasada Residential project is located in the foothills of the San Gabriel Mountains in the northern portion of the City of San Dimas. This portion of the City is commonly referred to as the Northern Foothills. The project site is located entirely within the City. Generally, the project area lies north of Foothill Boulevard, and is bounded by the corporate boundary of the City of Glendora to the west, with the exception of one portion of the project's western boundary which abuts a private

residence and a vacant lot. Properties to the north and east of the project site contain a mix of private and public lands, and are largely undeveloped; additionally, further east, residential, agricultural and recreational uses occur (including park and golf course uses). The southern portion of the project site is bounded by single-family residential development.

Currently, the project site is essentially undeveloped and vacant, and is located in hilly terrain that is cut by numerous canyons and drainages. The proposed project would subdivide approximately 273-acres into 61 single-family residential lots (or "numbered lots); seven common area lots (or "lettered lots"), including private roadways; one remainder parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility); and an easement for an approximately 2.83-acre portion of property to the south for the purpose of access, drainage, grading, utilities, landscaping and maintenance. The project also includes approximately 0.18 acres to the east of the center of the project site for use as a fire protection turn-around; this area is located on Los Angeles County Department of Parks and Recreation land. The project site, including the TTM, the 2.83-acre easement area, and the 0.18 acre fire turn-around consists of a total acreage of approximately 273 acres. Total disturbance on the project site resulting from the project would be approximately 90 acres (including the 0.18 acre fire turn-around), of which 10 acres would be short-term, non-permanent disturbance occurring during construction.

The project includes amendments to the existing San Dimas General Plan and Specific Plan No. 25. These amendments may also affect other properties within the Northern Foothills. General Plan Amendment 08-02 and Specific Plan Amendment 08-04 would implement the project under the 2004 Settlement Agreement reached between the project applicant and the City of San Dimas, and accommodate other changes resulting from the proposed project's design.

The objectives of the proposed project are to:

1. To implement the Settlement Agreement by amending the San Dimas General Plan and Specific Plan No. 25 to modify residential densities, development standards, land use goals and policies, and other provisions.
2. To adopt amendments to the General Plan and Specific Plan No. 25 that are sensitive to the unique character of the Northern Foothills, particularly with respect to visual, open space and biological resources, while meeting the parties obligations under the Settlement Agreement.
3. To establish residential density and development standards (including two-story structures) that permit the construction of a single-family residential project that also provides the possibility for amenities to the community in the form of multi-use trails, connective trail access to adjacent properties and open space for habitat conservation and/or recreational uses.

4. To focus residential densities predominantly in areas that the General Plan and Specific Plan have identified as "Development Feasibility Areas" (see General Plan Exhibit II-5.2 and §18.542.110 of Specific Plan No. 25) and that are also in the closest proximity to existing development and infrastructure.
5. To focus development, residential access roads, grading and residential lot locations are proposed in areas that are less visually intrusive than may have otherwise occurred under the "San Dimas Concept Lotting Plan" that is part of the Settlement Agreement.
6. To consolidate and increase opportunities for open space by allowing clustered development, two-story structures, and smaller lot sizes and identifying "no build areas" on residential lots.
7. To enhance the fire protection in the Northern Foothills through development of new water systems, water storage tanks, fire hydrants, paved public and private accesses, brush clearances, turnouts, turnarounds, improved emergency access points, fuel modification zones, debris removal and maintenance.
8. To accommodate new development that is coordinated with the provision of infrastructure and public improvements.

Approval of the proposed project would require a number of discretionary and agency approvals. The following list indicates the various discretionary actions that the City would be required to undertake to authorize the proposed project.

1. General Plan Amendments
2. Specific Plan Amendments
3. Tentative Tract Map
4. Development Agreement

Future discretionary permits or approvals granted by the City for the proposed project may include:

1. Grading Permits
2. Encroachment Permits
3. Landscape Plans
4. Residential Site Plans
5. Equestrian Site Plans
6. Other approvals desirable or necessary to implement the proposed project.

CEQA Guidelines §15381 provides that a responsible agency is defined as a public agency which proposes to carry out or approve a project, including all public agencies other than the lead agency which have discretionary approval power over a project. The following agencies have been identified as responsible agencies in connection with this project:

1. California Department of Fish and Game (§ 1603 Streambed Alteration Agreement)

2. Regional Water Quality Control Board (§401 Water Quality Certification)
3. U.S. Army Corps of Engineers (§404 Permit)
4. County Sanitation District of Los Angeles County (annexation of the project site)
5. County of Los Angeles Consolidated Sewer Maintenance District (annexation of the project site)
6. Golden State Water Company (tariff line extension)
7. Los Angeles LAFCO (annexation approval of the project site to the sewer districts identified above)
8. California Public Utilities Commission (tariff line extension)
9. California Department of Water Resources, Division of Dam Safety (if required by existing project design, approval of an application for the construction of a dam and reservoir)

Applicable trustee agencies include the California Department of Fish and Game. In addition, the City would be required to consult with a variety of federal, state, regional, and local agencies as part of the environmental review process being undertaken in connection with this project. These agencies could include, but are not limited to, the U.S. Fish & Wildlife Service, the U.S. Forest Service, the Governor's Office of Planning and Research, the Native American Heritage Commission, the California Department of Transportation District 7, the South Coast Air Quality Management District, the City of Glendora, the City of La Verne, and the County of Los Angeles.

III. ENVIRONMENTAL REVIEW PROCESS

On May 5, 2010, a Notice of Preparation (NOP) was distributed by the City for the proposed project. The State of California Clearinghouse issued a project number for the EIR, SCH No. 2010051020. In accordance with State CEQA Guidelines § 15082, the NOP was circulated to the agencies, groups and individuals listed in Appendix A of the EIR for a period of 30 days, during which time comments were solicited pertaining to environmental issues/topics that the EIR should evaluate.

In accordance with State CEQA Guidelines §§ 15087 and 15150, the Draft EIR was distributed to the State Clearinghouse, federal, state and local agencies, organizations and individuals for a 45-day public review beginning on September 20, 2010, and ending on November 4, 2010. Comment letters received on the Draft EIR during the public review period were responded to in writing and included in the Final EIR.

IV. FINDINGS REQUIRED UNDER CEQA

Public Resources Code §21002 provides that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available that would *substantially lessen* the significant environmental effects of such projects[...]" (emphasis added). The same statute states that the procedures required by CEQA "are intended to assist public agencies in systematically identifying both the

significant effects of proposed projects and the feasible alternatives or feasible mitigation measures that will *avoid* or *substantially lessen* such significant effects" (emphasis added). Section 21002 goes on to state that "in the event [that] specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects."

The mandate and principles announced in Public Resources Code § 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving projects for which EIRs are required (see Public Resources Code §21081(a); State CEQA Guidelines §15091(a)). For each significant environmental effect identified in an EIR for a proposed project, the approving agency must issue a written finding reaching one or more of three permissible conclusions. The first such finding is that 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" (State CEQA Guidelines §15091(a)(1)). The second permissible finding is that 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" (State CEQA Guidelines §15091(a)(2)). The third potential conclusion is that 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" (State CEQA Guidelines §15091(a)(3)). Public Resources Code §21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors." State CEQA Guidelines §15364 adds another factor: "legal" considerations (see also *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 565).

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a project (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417). "Feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors" (*Ibid.*; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715).

The State CEQA Guidelines do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City must, therefore, glean the meaning of these terms from the other contexts in which the terms are used. Public Resources Code §21081, on which State CEQA Guidelines §15091 is based, uses the term "mitigate" rather than "substantially lessen." The State CEQA Guidelines therefore equate "mitigating" with "substantially lessening." Such an understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available that would

substantially lessen the significant environmental effects of such projects" (Public Resources Code §21002).

For purposes of these Findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less than significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less than significant level. These interpretations appear to be mandated by the holding in *Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 519-527, in which the Court of Appeal held that an agency had satisfied its obligation to substantially lessen or avoid significant effects by adopting numerous mitigation measures, not all of which rendered the significant impacts in question less than significant.

Although State CEQA Guidelines §15091 requires only that approving agencies specify that a particular significant effect is "avoided *or* substantially lessened," these Findings, for purposes of clarity, in each case will specify whether the effect in question has been reduced to a less than significant level or has simply been substantially lessened but remains significant. Moreover, although Section 15091, read literally, does not require findings to address environmental effects that an EIR identifies as merely "potentially significant," these Findings will nevertheless fully account for all such effects identified in the Final PEIR.

In short, CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Certain project modifications or the adoption of certain mitigation measures or alternatives are not required, however, where such actions are infeasible or where the responsibility for implementation lies with some other agency (State CEQA Guidelines §15091(a), (b)).

State CEQA Guidelines §15126.2(b) requires the identification of significant impacts that would not be avoided, even with the implementation of feasible mitigation measures or a feasible environmentally superior alternative. With respect to a project for which significant impacts are not avoided or substantially lessened, either through the adoption of feasible mitigation measures or a feasible environmentally superior alternative, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" the "unavoidable adverse environmental effects" (State CEQA Guidelines §§15093, 15043(b); see also Public Resources Code §21081(b)). As stated in Section I, Introduction, the Brasada Residential Development would result in significant and unavoidable environmental impacts associated with aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous materials (emergency response plans and routes), and transportation and traffic (emergency access). Therefore, a statement of overriding considerations has been prepared for the project based on information provided in the Final EIR and other sources. Please note that the final determination of significance of impacts and of the

feasibility of mitigation measures will be made by the San Dimas City Council as part of their certification of the Final PEIR.

V. FINDINGS REGARDING CHANGES OR ALTERATIONS THAT HAVE BEEN REQUIRED IN, OR INCORPORATED INTO, THE PROJECT WHICH AVOID OR SUBSTANTIALLY LESSEN THE SIGNIFICANT ENVIRONMENTAL EFFECTS AS IDENTIFIED IN THE FINAL EIR (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(1))

The City, having reviewed and considered the information contained in the EIR, the appendices to the EIR, and the administrative record, finds, pursuant to California Public Resources Code § 21081(a)(1) and State CEQA Guidelines §15091(a)(1), that changes or alterations have been required in, or incorporated into, the project which would mitigate, avoid, or substantially lessen to below a level of significance the following potentially significant environmental effects identified in the EIR in the following categories: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, public services, transportation and traffic, and utilities and service systems.

A. Aesthetics

Potential Aesthetics Impact 1: Would the project create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

Finding: Development of the proposed project site would have the potential to create new sources of light and glare from the development of new residences, street lighting and associated vehicular light sources that may impact day and nighttime views in the project area.

Facts in Support of Finding: The introduction of homes, street lights and vehicle lights into the currently undeveloped project site within the Northern Foothills area could have an impact on nighttime views of the project area as well as light spill onto adjacent areas. Similarly, the introduction of homes and other structures with potentially reflective surfaces could create new sources of daytime glare from the project site. The project would be required to meet City architectural guidelines, many of which are directed towards the control of excessive light sources and reflective building materials. Implementation of these measures would assist in lessening the project's impacts. Additional mitigation measures, adopted from the Northern Foothills Program Environmental Impact Report, also apply to the proposed project, and would be required to provide additional protection from unintended impacts associated with light and glare.

Mitigation Measures:

Aes-3A Lighting for all future development proposals in the Northern Foothills area shall be designed in accordance with all applicable lighting criteria for Visual Intrusiveness for New Development identified in the Northern Foothills Development and Infrastructure Study.

Aes-3B Exterior lighting for buildings shall be the minimum necessary to provide for safety for pedestrians and other non-vehicular uses around the primary building on a parcel. Landscaping shall be used to reduce the long-range visibility of night lighting.

Aes-3C Proper lighting techniques to direct light on site and away from other properties, as determined by the City of San Dimas, shall be required to reduce light and glare (including directional lighting).

Aes-3D Windows with highly reflective treatments shall be avoided and windows shall be located as to avoid highly reflective sun orientations to surrounding properties.

Aes-3E Solar panels, solar water heaters, and other roof-mounted structures proposed or required as part of the development shall be non-reflective and non-glare in their appearance, and shall be designed and installed to blend in with overall roof appearances to the greatest extent feasible.

Level of Significance After Mitigation: Less than significant.

B. Biological Resources

Potential Biological Resources Impact 1: Would the project result in a substantial adverse effect, either directly or through habitat modifications, on any plant species identified as a candidate, sensitive, or special status species?

Finding: Implementation of the proposed project would result in direct impacts to thread-leaved brodiaea, a federally threatened and state endangered plant species. Additionally, implementation of the proposed project would have the potential to result in a variety of indirect impacts to special status plant species and vegetation communities.

Facts in Support of Finding: Thread-leaved brodiaea is listed as both a federally threatened and state endangered species. Although the species was not observed on site, critical habitat to support this species is located in the west and northwest areas of the proposed project site. Approximately 3.95 acres of critical habitat for the thread-leaved brodiaea would be impacted directly by development of the proposed project. Due to its status as a federally threatened and state endangered species, the loss of thread-leaved brodiaea critical habitat would constitute a significant impact to the species.

Potential indirect impacts to special status plant species from implementation of the proposed project include typical habitat edge effects, such as increased invasive species (weedy and ornamental) and intrusion of human and/or domesticated animals. During grading and construction of the project site, there is also the potential for indirect impacts to occur to special status plant species from trampling, higher levels of dust or spilled and discarded pollutants.

Mitigation Measures:

Bio-1A To prevent impacts to thread-leaved brodiaea, the following shall occur:

i. Prior to grading, an informal consultation with the USFWS, the CDFG, and a biologist provided by the applicant and approved by the City on the issue of critical habitat for the thread-leaved brodiaea shall occur. If determined by the USFWS or CDFG that proposed project impacts would not threaten the long-term survivability of the thread-leaved brodiaea species, no further mitigation shall be required. If determined by the USFWS or CDFG that proposed project impacts would threaten the long-term survivability of the thread-leaved brodiaea species, avoidance, to the extent possible, of the on-site critical habitat areas shall be required.

ii. If thread-leaved brodiaea is observed within the proposed development area prior to project construction, one of the following measures shall be required, as approved by USFWS and CDFG:

a. Land shall be purchased in an approved mitigation bank to off-set the loss of this species; or

b. A plan shall be developed to relocate the plants and soils to a portion of the preserved project site with adequate light, water and suitable vegetation. Relocation may occur either on a large or small scale, dependent upon the population, but shall include a minimum of 12 inches of soil in both depth and a 12 inch surface radius from the plants to provide the necessary soils for the survival and perpetuation of the species.

Bio-1B Prior to the start of project construction, the on-site construction superintendent and a City-approved biologist provided by the applicant shall ensure the following measures are in place:

i. Work areas shall be fenced with highly visible fencing (e.g., orange construction fencing) to ensure impacts do not occur outside of the project footprint identified in the project grading plan. Fencing locations shall be approved by a qualified City-approved biologist and verified in the field.

ii. A City-approved biologist shall conduct a preconstruction education program to be held on site, prior to the beginning of any vegetation or earth-disturbing activities. This education program shall be designed to acquaint project construction personnel and equipment operators with the natural resources in the area and to inform them of the need to comply with avoidance and minimization measures.

Bio-1C During project construction, the construction superintendent and a City-approved biologist shall ensure the following measures are in place:

i. Signage shall be placed at the employee parking area, at the equipment office and staging area, and at other points of high visibility instructing construction personnel to remain within the fenced project footprint, to park in designated areas, and not to enter the surrounding natural vegetation areas for rest or lunch periods.

ii. Staging areas shall be placed in unvegetated areas within the development footprint.

iii. Employee parking and rest/lunch/break periods shall occur in designated locations within the development footprint. No take of additional habitat or communities shall occur for these purposes.

iv. A biological mitigation monitor shall be present during vegetation clearing to ensure proper placement and compliance with conditions of approval and the regulatory permits for the project. A mitigation monitor shall make periodic visits to the project site during the construction program to ensure that the avoidance and minimization measures are maintained and in compliance. Monthly, Quarterly and Annual reports shall be issued by the biological monitor to the project applicant indicating compliance. All reports shall be compiled into a final report at the end of the earth moving phase of the construction program. Annual reports shall include percent survival, percent cover of native and non-native species, tree height of select species, overall site condition and required corrective measures to bring the mitigation program into compliance. Corrective measures shall include instructions on weeding, replacement of container materials, reseeding, increased or decreased watering and other measures as determined necessary by the project biologist.

v. Proper use and disposal of oil, gasoline, diesel fuel, antifreeze and other toxic substances shall be enforced.

vi. All heavy equipment shall be washed prior to bringing it onto the project site.

vii. All refuse created or brought on site by construction personnel or contractors must be placed in covered containers, removed from the site daily and disposed of at an appropriate disposal site.

viii. Active construction areas shall be watered as needed to control dust and minimize effects to adjacent habitat.

ix. Crushing and mulching of plant communities with greater than 10 percent weedy annual species shall not occur and any areas/topsoil

suitable for crushing, mulching and transplanting shall be selected by the project biologist prior to vegetation disturbance on the property.

Bio-1D To prevent indirect impacts from invasive species, no plant species listed on the California Exotic Pest Plant Council's List of Most Invasive Wildland Pest Plants or the Angeles National Forest's List of Invasive Species shall be used in the project landscaping or revegetation.

Bio-1E Herbicides and pesticides shall not be applied in such a way as to allow overspray or runoff to enter and damage adjacent habitat. The project's Covenants, Conditions and Restrictions (CC&R) and homeowners association (HOA) guidelines shall educate and inform future homeowners of these requirements. Ordinary runoff from landscaped areas shall be treated through the project's water quality/debris detention basins prior to discharge. The detention basins shall be designed with the storage time necessary to allow for pollutant removal.

Bio-1F The HOA guidelines and the CC&Rs shall prevent intrusion by limiting resident use to the development footprint and approved multi-use trails in the area. Informational signs at the edge of the development shall inform residents that recreational activities are restricted to the existing trails and roadways and warn them not to stray into native habitat or allow domestic animals to enter open space habitat. Horseback riding shall be limited to the designated trail system and cross country riding shall not be allowed.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 2: Would the project result in a substantial adverse effect, either directly or through habitat modifications, on any wildlife species identified as a candidate, sensitive, or special status species?

Finding: Implementation of the proposed project would have the potential to result in disturbances to nesting raptors and habitat for the burrowing owl. Additionally, indirect impacts to special status wildlife species from implementation of the proposed project would potentially occur from the introduction of new lighting and intrusive sources.

Facts in Support of Finding: Trees suitable for raptor nesting, including the golden eagle and possibly the white-tailed kite, and containing evidence of previous and current nesting are present within and around the proposed project site. Impacts to nesting raptors would occur if raptors are nesting within the proposed project area immediately prior to or during project development. Nesting raptors are protected under the Migratory Bird Treaty Act (MBTA). In addition to being regulated under the MBTA, the golden eagle and white-tailed kite are CDFG fully protected species. Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock. Nesting habitat for these species occurs within the open woodlands of the proposed project site, mainly in

oak and eucalyptus. The presence of this potential habitat is considered a significant impact because the burrowing owl is protected under the MBTA of 1918 and is a special species of concern to California.

In addition to habitat removal, which may disturb and displace wildlife that relies on the project area for shelter and food, implementation of the proposed project would result in a variety of indirect impacts that could impact sensitive wildlife species. Indirect impacts that could occur to sensitive wildlife species due to the proposed project's implementation include the introduction of lighting and habitat intrusion from humans and animals.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above), the following mitigation would be required.

Bio-2A To prevent impacts to nesting raptors, the on-site construction superintendant and a City-approved biologist shall enforce the following:

i. All phases of construction, including mass grading and house construction, shall avoid the raptor nesting season (February 1 through August 31) for any raptor species identified in the Migratory Bird Treaty Act and California Department of Fish and Game Code.

ii. If construction cannot avoid the raptor nesting season, a pre-construction survey for nesting raptors, including the burrowing owl, shall be conducted prior to any site disturbance or vegetation removal on the project site. This survey shall be conducted within 72 hours prior to the start of construction.

iii. In the event that a fully protected species is found to be nesting on the project site, all work in the area shall stop and a consultation with the regulatory agencies shall occur. If nesting raptors, or any migratory bird regulated under the Migratory Bird Treaty Act, are present within or immediately adjacent to the proposed project development footprint, the following shall be required, as approved by the regulatory agencies:

a. Temporary avoidance of nests/shrubs/trees/area including the provision of a suitable buffer (300 to 500 linear feet for raptors, 25-500 linear feet for other species as determined by the City-approved biologist) shall be required until such time as the biologist has verified that the young have fledged or the nest has otherwise become inactive and passive relocation (removal of the tree and nest after abandoned) may occur;

b. Avoidance of the nest and permanent preservation of the area; or

c. Development of an approved alternative nesting site (after the nest is determined to be no longer active).

Bio-2B During construction, lighting shall be limited to daylight hours and directed towards equipment and away from natural areas. Upon project completion and operation, all installed exterior residential lighting shall be directed away from natural areas toward patios, gardens, driveways, recreational sites, residential structures, garages, or outbuildings so as to prevent spill-over into adjacent natural areas.

Bio-2C Prior to project construction, a preconstruction clearance survey for burrowing owl shall be conducted by a City-approved biologist in compliance with the CDFG's burrowing owl project clearance protocol.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 3: Would the project have a substantial adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFG or USFWS?

Finding: Implementation of the proposed project would result in direct impacts to coastal sage scrub and California walnut woodland, which are considered sensitive communities by CDFG. In addition, indirect impacts from the displacement of habitat would also have the potential to occur from implementation of project mitigation measures.

Facts in Support of Finding: Approximately 8.56 acres of coastal sage scrub would be directly impacted from grading and the creation of fuel modification zones. An additional 40.87 acres of mixed coastal sage scrub communities would be impacted by grading and the creation of fuel modification zones. The direct impact to coastal sage scrub and mixed coastal sage scrub communities from implementation of the proposed project would be significant because this community is considered sensitive by CDFG.

Approximately 2.50 acres of California walnut woodland would be directly impacted from grading and the creation of fuel modification zones. An additional 24.0 acres of mixed California walnut woodland communities would be impacted by grading and the creation of fuel modification zones. The direct impact to California walnut woodland and mixed California walnut woodland communities from implementation of the proposed project would be significant because this community is considered sensitive by CDFG.

Indirect impacts to on-site vegetation communities and wildlife supported by on-site vegetation communities could occur during the installation of an on-site mitigation or revegetation area. As a result of the implementation of project mitigation measures, portions of the project site would require non-native vegetation removal and native revegetation. Impacts to habitat, including non-native grasslands, could indirectly disturb and displace wildlife that relies on these areas for shelter and food. This would be considered a potentially significant indirect impact.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above) and Bio-6A (see Potential Biological Resources Impact 5, below), the following mitigation would be required.

Bio-3A To mitigate impacts to coastal sage scrub, the on-site construction superintendant and a City-approved biologist shall ensure that following measures are implemented:

i. Coastal sage scrub (CSS) shall be revegetated at a ratio of 2:1, revegetation for CSS and native species intergrades (i.e. CSS/chaparral or CSS/elderberry scrub) shall occur at a 1:1 ratio and revegetation for CSS and non-native grasslands/ruderals shall occur at a 0.5:1 ratio.

ii. CSS or CSS communities shall be mitigated through the following methods, as approved by the regulatory agencies:

a. On-site as restoration of non-native or disturbed/developed areas within avoided and preserved sections of the project;

b. On-site as enhancement of CSS/non-native communities;

c. Off-site within approved mitigation bank(s) or off-site within other property(ies) (i.e. restoration/enhancement programs) available at the time of grading; or

d. A combination of the above.

iii. Revegetation shall be implemented in stages. The initial stage shall begin during site grubbing and shall consist of crushing/mulching scrub within areas to be graded with a dozer. The crushed/ mulched material along with the top four to six inches (10 to 15 cm) of topsoil shall then be removed in one operation with a loader or dozer and stockpiled nearby as directed by the biologist. Soil stockpiles shall be stored at depths no greater than seven feet (2 m) until revegetation sites are prepared and shall be maintained free of contamination (storage depths may require adjustment based upon length of storage). Stockpiles shall be stored no longer than six months. Once a restoration site is prepared the stockpiled soil shall be spread to a depth of approximately one foot (30 cm). Appropriate scrub container stock shall be incorporated into the revegetation areas as outlined in the detailed mitigation/ restoration plan to be developed by the biologist. In addition, container stock consisting of native bunchgrasses shall be incorporated into the planting. The redistributed material, along with the container stock, shall be watered by a temporary irrigation system until established, as determined by the biologist.

iv. Crushed plant material and soil to be stockpiled shall be obtained from various locations on site. Areas to be revegetated shall be determined by

the City-approved biologist based upon such factors as the configuration of the cut and/or fill slopes and proximity to areas of intact scrub communities.

v. The timing of the stockpiling of plant material and topsoil shall be dictated by the grading/construction schedule. Reintroduction of stockpiled material to revegetation sites shall be conducted between September 1 and November 30. Container stock shall be planted during the same time period.

vi. Performance standards shall be developed by the City-approved biologist and apply for the revegetation of coastal sage scrub. Generally these standards include 75 percent coverage by redistributed vegetative materials, seeded species, and container stock (whichever of the three or combination is used) at the end of five years. In addition, if a 50 percent survival rate has not been achieved, replanting with appropriate size container stock necessary to achieve this standard shall be performed.

vii. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies, but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than ten percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While success is difficult to judge in the first three years due to naturally slow growth rates, and success in these years is related primarily to adequate weeding programs and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) will be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover. If success standards are not met, remedial measures, including hand seeding, hydroseeding, or introduction of additional container stock shall be implemented as directed by City staff and the biologist.

Bio-3B The City-approved project biologist, provided by the applicant, in coordination with the regulatory agencies, shall determine the best on-site area to be utilized for restoration and enhancement. Selection of specific on or off-site mitigation locations shall be based on an analysis of the availability of space, water, and accessibility as well as appropriate soils and topography. Mitigation areas shall not be placed in areas which are so remote or topographically challenging that maintenance crews cannot reasonably access the area and or provide for the stated success criteria. The final decision for the placement of mitigation (on or off-site) shall be made by the project biologist in consultation with the City and appropriate regulatory agencies and shall be based on a reasonable expectation of success, but in

no event shall the ratios fall below those ratios stated above in mitigation measures Bio-3A, Bio-4B and Bio-6A. The biologist shall supervise the installation and establishment of any on-site habitat mitigation area to insure that indirect impacts do not occur to nesting or regulated species within the avoided area of the project or within conservation areas.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 4: Would the project have a substantial adverse effect on federally protected wetlands as defined by §404 of the Clean Water Act?

Finding: Implementation of the proposed project would result in direct impacts to 6.31 acres of drainages that are under the jurisdiction of ACOE and CDFG. Additionally, indirect impacts to drainages would have the potential to occur from construction and operation of the proposed project.

Facts in Support of Finding: Implementation of the proposed project would result in direct impacts to 6.31 acres of jurisdictional drainages, including approximately 5.0 acres of drainages in Shuler Canyon, 1.0 acres in Wildwood Canyon and less than 0.5 acre in Shay Canyon. Direct impacts to jurisdictional drainages from development of the proposed project would be a significant impact.

Indirect impacts to drainages from implementation of the proposed project include increased trash/debris and pollutants from storm drain outfalls, increased sedimentation during construction, and erosion and transportation of silt to adjacent waterways and downstream riparian areas. Additionally, construction measures designed to prevent downstream siltation and prevent erosion could impede flows to downstream habitat. Indirect impacts to jurisdictional drainages from development of the proposed project would be a significant impact.

Mitigation Measures: In addition to implementation of mitigation measures Bio-1B through Bio-1F (listed above), the following mitigation measures would be required.

Bio-4A Impacts to wetlands and/or riparian habitats shall be mitigated as part of the mitigation required for any CDFG § 1600 Streambed Alteration Agreement and/or ACOE 404 Permit that may be processed for future development projects. As part of the permit/ agreement, a conceptual streambed/riparian related mitigation plan shall be developed. The objective of the mitigation is to ensure that there is no net loss of habitat values from the project. The mixed willow riparian forest and coast live oak riparian forest are vegetation types that would be impacted by future development projects within the project area and shall require permitting. The mitigation plan for impacts to these communities shall include the following elements:

i. Responsibilities and qualifications of the personnel to implement/ supervise the plan;

ii. Plant material and seed mixes;

iii. Site preparation and planting implementation;

iv. Performance criteria;

v. Monitoring and maintenance plan;

vi. Long-term preservation of the site;

vii. Agency coordination; and

viii. Construction document preparation.

Bio-4B As approved by the regulatory agencies, prior to project construction mitigation for project impacts to all jurisdictional drainages/streambeds and "waters of the U.S." shall occur:

i. On-site as restoration within avoided and preserved areas of the project site;

ii. On-site as enhancement of native communities;

iii. Off-site within approved mitigation bank(s);

iv. Off-site within other properties (i.e. restoration/enhancement programs) available at the time of grading; or

v. A combination of the above.

Bio-4C Ratios for wetland/riparian jurisdictional drainages shall occur at a 2:1 ratio as measured from streambed top of bank to opposite top of bank, or bed and bank to bed and bank. Riparian or wetland trees shall be mitigated on a 2:1 ratio under the mature significant tree mitigation program as discussed in Bio-6A. Unvegetated or upland vegetated drainages shall be mitigated at a 1:1 basis and temporary drainage impacts shall be mitigated at a 0.5:1 ratio. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than 10 percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While native tree success is difficult to judge in the first three years due to naturally slow growth rates and success in these years is related primarily to adequate weeding and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) shall be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover.

Bio-4D During project construction, the construction superintendent and a City-approved biologist shall ensure that the following measures are implemented:

i. No unauthorized activity shall occur in drainages.

ii. The project applicant shall employ all standard best management practices to ensure that toxic materials, silt, debris, or excessive erosion do not enter waters of the United States during project construction. The use of silt fencing and other measures shall be required adjacent to any protected (jurisdictional) drainage.

iii. Staging areas shall be placed in such a way as to prevent contaminated runoff into waters of the U.S.

Bio-4E Invasive species shall be removed from the drainage areas, including any eucalyptus or pepper tree species that are within a drainage system, or that is in a tributary area to a drainage.

Level of Significance After Mitigation: Less than significant.

Potential Biological Resources Impact 5: Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance, or would it conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional or state habitat conservation plan?

Finding: The proposed project would result in a potential conflict with the San Dimas Mature Tree Preservation Ordinance because it would remove 430 existing mature trees from the project site and have the potential to indirectly impact additional trees due to the fuel modification zone requirements of the project's Fire Protection Plan.

Facts in Support of Finding: Trees located on site that meet the City of San Dimas' definition of a mature significant tree and would be impacted by construction of the proposed project include: 220 coast live oak, 138 walnut, 5 sycamore, and 67 eucalyptus trees. In total, implementation of the proposed project would result in the direct loss of 430 mature significant trees, or approximately 11 percent of the total trees present on site. Therefore, the proposed project would result in a conflict with the San Dimas Mature Tree Preservation Ordinance.

In addition to the 430 mature significant trees that would be directly impacted by the proposed project, more mature trees may be impacted from implementation of the project's Fire Protection Plan, which requires the development of fuel modification zones that are cleared of vegetation. Mature trees located within the proposed fuel modification zones are not planned for removal, but may require pruning under the conditions of the Fire Protection Plan. Tree pruning would result in a significant impact if it were to affect the long-term health of any trees.

Mitigation Measures:

Bio-6A To off-set impacts to on-site mature significant trees, the construction superintendant and a City-approved biologist shall ensure implementation of the following measures:

i. A minimum of two 15-gallon native trees shall be planted on site as a replacement for every one mature and significant tree removed. Trees shall be replaced within landscaped areas of the project, within avoided open space areas where natural water is available or within preserved mitigation areas for impacts to jurisdictional drainages.

ii. The landscape architect/designer for the project shall design replacement trees into landscape plans which shall be subject to review by the City.

iii. Planting specifications shall consider the following:

a. The newly planted trees shall be planted high, as much as 0.75 foot above the new adjacent grade.

b. Amend the backfill soil with wood shavings. However, it is not recommended when existing soil is high in natural organic matter with a sandy loam texture.

c. In regard to the need of planting amendments and drainage systems, recommendations shall be based on soil tests on the project site and approved by the City.

iv. Any City-approved work within the driplines of saved trees, including branch removal or any modification necessary to comply with fuel modification requirements, shall be under the inspection of a qualified arborist.

v. Copies of the "Tree Report," the Mature Tree Preservation Ordinance and the City-approved grading plans shall be maintained on site during all site construction.

vi. Impacts to mature trees shall be monitored by a project biologist and shall be counted and compared to the pre-project tree inventory. The project biologist shall verify the number of replacement trees and this number shall be reported in a mitigation monitoring report. The success criteria for mature trees shall be fully developed in the mitigation monitoring plan, but shall include survival standards of not less than 50 percent after 5 years and not more than a 10 percent weedy species cover in the mitigation/landscape areas.

Level of Significance After Mitigation: Less than significant.

C. Cultural Resources

Potential Cultural Resources Impact 1: Would the proposed project cause a substantial adverse change in the significance of a historical resource?

Finding: No significant historical resources are known to occur on the project site. However, there is a moderate to high probability that previously unknown resources may be encountered, disturbed and/or destroyed during project construction.

Facts in Support of Finding: Significant impacts may occur to unrecorded historical resources eligible for inclusion in the California Register of Historic Resources (CRHR) from ground disturbance associated with grading and excavation of the proposed project. Based upon the frequency of known and recorded prehistoric and historic archaeological resources within the project site and the vicinity, the project site is considered to have moderate to high sensitivity for potentially significant archaeological resources within the subsurface. Ground disturbance associated with grading and excavation of the proposed project would have the potential to impact unrecorded historical resources, which would result in a significant impact.

Mitigation Measure: Implementation of mitigation measure Cul-2A (see Potential Cultural Resources_Impact 2, below) would be implemented to reduce impacts to significant historical resources to a level below significance. This measure requires the presence of a qualified archaeological monitor (and Native American monitor, if necessary) during project grading and excavation.

Level of Significance After Mitigation: Less than significant.

Potential Cultural Resources Impact 2: Would the proposed project cause a substantial adverse change in the significance of an archaeological resource?

Finding: No significant archaeological resources are known to occur on the project site. However, there is a moderate to high probability that previously unknown archaeological resources may be encountered, disturbed and/or destroyed during project construction.

Facts in Support of Finding: Significant impacts may occur to unrecorded archaeological resources present on the project site from ground disturbance associated with grading and excavation of the proposed project. Based upon the frequency of known and recorded prehistoric and historic archaeological resources within the project site and the vicinity, the project site is considered to have moderate to high sensitivity for potentially significant archaeological resources within the subsurface. Ground disturbance associated with grading and excavation of the proposed project would have the potential to impact unrecorded archaeological resources, which would result in a significant impact.

Mitigation Measure:

Cul-2A Prior to land clearing, grading, excavation, or project-related land development activities, the project applicant shall retain a qualified archaeologist (and, if necessary, a culturally-affiliated Native American) to monitor these activities. Project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event of an unexpected archeological discovery during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the archaeological find. A qualified archaeologist shall oversee the evaluation and recovery of archaeological resources, in accordance with the procedures below, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the archaeological find. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring. If the archaeological discovery is determined to be significant, the archaeologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures:

i. Perform appropriate technical analyses;

ii. File any resulting reports with the South Central Coastal Information Center; and

iii. Provide the recovered materials to an appropriate repository for curation, in consultation with a culturally-affiliated Native American, as applicable.

Should the qualified archaeologist determine that there are no cultural resources within the impacted areas or should the sensitivity be reduced to low during monitoring, all monitoring should cease.

Level of Significance After Mitigation: Less than significant.

Potential Cultural Resources Impact 3: Would the proposed project directly or indirectly destroy, disturb, or remove a unique paleontological resource or site or unique geologic feature?

Finding: The proposed project would have the potential to disturb a unique paleontological resource during grading or excavation because portions of the project site contain geologic formations that have a high potential to yield significant paleontologic resources.

Facts in Support of Finding: A sensitive geologic formation, the Puente Formation, is mapped within the southern half of the project site, and residential development is proposed for this area of the site as part of the proposed project. Future residential development in this area may expose fossil remains due to grading and excavation operations that cut into geologic formations, trenching activities, or by natural erosion

processes. For this reason, any project-related activities involving excavation into the Puente Formation would have an adverse effect on paleontological resources. Therefore, implementation of the proposed project in areas that would disturb the Puente Formation would have the potential to significantly impact paleontological resources.

Mitigation Measure:

Cul-4A Prior to grading or excavation that would excavate sedimentary rock material other than topsoil and within those areas underlain by the Puente Formation, the project applicant shall retain a qualified paleontologist to monitor these activities. The project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event fossils are discovered during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the discovery. The recommendations of the paleontologist shall be implemented with respect to the evaluation and recovery of fossils, in accordance with mitigation measures Cul-4B and Cul-4C, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the fossil discovery. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring.

Should the qualified paleontologist determine that there are no fossil resources within the impacted areas, that the lithology of the geologic unit is not conducive to the preservation of fossil resources, or should the sensitivity level be reduced to low during monitoring, all monitoring should cease.

Cul-4B If the fossils are determined to be significant, then mitigation measure Cul-4C shall be implemented.

Cul-4C For significant fossils as determined by mitigation measure Cul-4B, the paleontologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures:

i. The paleontologist shall ensure that all significant fossils collected are cleaned, identified, catalogued, and permanently curated with an appropriate institution with a research interest in the materials;

ii. The paleontologist shall ensure that specialty studies are completed, as appropriate, for any significant fossil collected; and

iii. The paleontologist shall ensure that curation of fossils are completed in consultation with the City of San Dimas. A letter of acceptance from the curation institution shall be submitted to the City of San Dimas.

Level of Significance After Mitigation: Less than significant.

D. Geology and Soils

Potential Geology and Soils Impact 1: Would the project expose people or structures to potential substantial adverse effects of a rupture of a known earthquake fault, strong seismic ground shaking, seismic related ground failure, liquefaction, or landslides?

Finding: Implementation of the proposed project would result in potentially significant impacts associated with seismic-related fault rupture, ground shaking and landslides. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without implementation of site-specific geologic mitigation measures to further reduce seismic-related fault rupture, ground shaking and landslides, impacts would be significant.

Facts in Support of Finding: Implementation of the proposed project would result in potentially significant impacts associated with seismic-related fault rupture because the Sierra Madre fault zone is located along the southern margin of the foothills within the extreme southern boundary of the proposed project site. The area of the proposed project site that is crossed by the Sierra Madre fault does not include proposed residential structures. However, one of the proposed roadways onsite, Brasada Lane, would cross the Sierra Madre fault. Therefore, although the proposed project would not subject persons to fault rupture associated with the Sierra Madre fault, some proposed structures, including Brasada Lane, would have the potential to be significantly impacted.

Implementation of the proposed project would result in potentially significant impacts associated with seismic-related ground shaking because the project site, like most areas of southern California, is located within a seismically active region and moderate to severe seismic shaking can be expected during the lifetime of the proposed project. Additionally, the San Dimas General Plan identifies ground shaking of moderate to severe intensity to be expected from seismic activity along the Sierra Madre fault, which is located within and adjacent to the proposed project site. Therefore, the proposed project would have the potential to expose persons and structures to adverse effects associated with seismic ground shaking. Impacts would be potentially significant.

Implementation of the proposed project would result in potentially significant impacts associated with seismic-related landslides because landslides are known to occur on the project site and the site vicinity. In addition, previously unrecognized landslide deposits may be encountered during project grading. The Geotechnical Investigation (CJH 2010) prepared for the proposed project determined that in some cases, excavation of a large landslide mass may lead to further destabilization of ground upslope. Due to the existence of documented and undocumented landslides on the project site, the proposed project would have the potential to expose persons and structures to potential substantial adverse effects associated with landslides. Impacts would be significant.

Mitigation Measures:

Geo-1A Prior to the issuance of a grading permit, the applicant shall demonstrate, to the satisfaction of the City of San Dimas City Engineer, implementation of all mitigation measures provided in the Geotechnical Investigation prepared for the proposed project site: Geotechnical Investigation Tentative Tract No. 70583 by CHJ Incorporated dated July 13, 2010. Mitigation measures shall be implemented to reduce the following potentially significant geologic conditions to a less than significant level: seismicity and ground shaking, slope stability, debris flow, erosion, expansive and corrosive soils, and settlement of exiting fill and proposed deep fill. Mitigation measures may include, but not be limited to, the following: seismic design considerations; general site grading; initial site preparation; removal and re-compaction of existing soils; preparation of fill areas; preparation of footing areas; compacted fills; oversized material; slope construction; slope creep; slope protection; subdrains; settlement monitoring; foundation design; post-tensioned slab foundations; slabs-on-grade; expansive soils; concrete flatwork; lateral loading; earth pressures; seismic earth pressure; trench excavation; trench bedding and backfills; shoring design parameters; potential erosion; chemical/corrosivity testing; and construction observation.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 2: Would the proposed project result in substantial soil erosion or the loss of top soil?

Finding: The excavation and stockpiling of soils during project construction would result in significant erosion impacts from wind. Additionally, construction and operation of the proposed project would result in potentially significant erosion and topsoil impacts from storm water runoff.

Facts in Support of Finding: The grading, excavation, on-site soils balancing and soil stockpiling operations associated with construction of the proposed project would have the potential to expose soils to wind erosion. Soil removal associated with grading and excavation activities would reduce soil cohesion, which could accelerate erosion. Excavated soils would be stockpiled and moved to different areas of the site as part of balanced cut/fill operations, which would be potentially exposed to erosive wind forces. Therefore, implementation of the proposed project would result in a potentially significant impact associated with wind erosion.

Land-disturbing construction activities such as the grading and excavation for the construction of new residential building pads, home foundations, water quality/debris basins, a water tank, roads, driveways, and trenches for utilities, would increase the project site's susceptibility to substantial erosion or topsoil loss during a rain event.

Mitigation Measures: In addition to the implementation of mitigation measure Geo-1A, the following mitigation would be required.

Geo-2A The applicant shall exercise special care during the construction phase of the project to prevent any off-site siltation. The applicant shall provide erosion control measures and shall construct temporary desiltation/detention basins of a type, size and location as approved by the City of San Dimas City Engineer. The basins and erosion control measures shall be shown and specified on the grading plan and shall be constructed prior to the start of any grading operations. Prior to the removal of any basins or erosion control devices so constructed, the area served shall be protected by additional drainage facilities, slope erosion control measures and other methods as may be required by the City Engineer. The applicant shall maintain the temporary basins and erosion control devices until the City Engineer approves the removal of the temporary facilities.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 3: Would the project be located on a geologic unit or soil that is unstable or that would become unstable and potentially result in a landslide, lateral spreading, subsidence, liquefaction, or collapse?

Finding: The proposed project would be located on a geologic unit susceptible to debris flow, subsidence and slope instability. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without implementation of site-specific geologic mitigation measures to further reduce debris flow, subsidence and slope instability, impacts would be significant.

Facts in Support of Finding: The Geotechnical Investigation (CJH 2010) prepared for the proposed project determined that construction of the proposed residential structures may result in soil settlement up to nine inches in depth. In addition, the upper native soils and existing fills on the project site would not, in their present condition, provide uniform or adequate support for the proposed structures. These conditions would cause unacceptable differential and/or overall settlement upon application of the anticipated residential foundation loads. Site clearing during construction is expected to further aggravate the settlement-prone conditions. Therefore, the proposed project has the potential to result in subsidence.

Multiple areas on the proposed project site have the potential for slope failure or collapse, due to naturally steep gradients. Therefore, impacts related to slope instability are considered significant.

Mitigation Measures: In addition to implementation of mitigation measures Geo-1A and Geo-2A, the following mitigation measures would be required.

Geo-3A Prior to the issuance of a grading permit, the applicant shall submit a grading, drainage and retaining wall plan, in compliance with City standards, for review and approval by the City of San Dimas City Engineer. All grading work must be done in compliance with the approved plan and completed to the satisfaction of the City Engineer. All slopes within the project shall be graded no steeper than a 2:1 slope, excluding slopes with retaining walls, unless otherwise approved by the City Engineer.

Geo-3B Prior to the issuance of a grading permit, the applicant shall enter into a slope maintenance agreement with the City of San Dimas City Engineer. The slope maintenance agreement shall be subject to and consistent with the conditions identified in §§18.542.240 and 18.542.310(E) of Specific Plan No. 25, as amended.

Level of Significance After Mitigation: Less than significant.

Potential Geology and Soils Impact 4: Would the proposed project result in the construction of structures located on expansive soils?

Finding: Expansive soils occur on the proposed project site, which could create substantial risks to life or property. All project construction would comply with the California Building Code and the San Dimas Building Code. However, without implementation of site-specific geologic mitigation measures to further reduce risks associated with expansive soils, impacts would be significant.

Facts in Support of Finding: The site-specific Geological Investigation (CJH 2010) determined that expansive soils may occur in all areas of the project site and generally occur within upper soils. Expansive soils are classified in a range from 18 to 101 with a rating of 21 or greater requiring special consideration for foundation design to mitigate potential detrimental effects of expansive soils. Expansive soils with an expansion rating of 21 or greater would potentially be encountered during project grading and excavation activities. Therefore, implementation of the proposed project would result in a significant impact related to expansive soils.

Mitigation Measures: In addition to implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A and Geo-3B, the following mitigation measure would be required.

Geo-4A Under the supervision of a qualified City-approved geologist, expansive soils and nonexpansive soils shall be mixed so that soils reach an expansive rating of less than 20 which would make them suitable for use on the project site. The depth of removal and replacement or mixing of the expansive soils below any proposed structures shall be approved and monitored by a qualified City-approved geologist to ensure constant moisture content in the remaining fill.

Level of Significance After Mitigation: Less than significant.

E. Greenhouse Gas Emissions

Potential Greenhouse Gas Emissions Impact 1: Would the project result in increased exposure to one or more of the regional potential adverse effects of global warming?

Finding: Implementation of the proposed project would result in increased exposure to potential adverse effects of global warming related to ecosystems, public health and fire risk.

Facts in Support of Finding: The ecosystems that support the San Dimas area through water and food supplies, as well as the city's economy, will endure a variety of stresses associated with climate change. There is some uncertainty about exactly how changes in temperature and precipitation will impact the health of ecosystems, and how sensitive their interdependent systems are to any significant level of change. The proposed project would result in significant impacts to biological resources, including riparian habitat and other sensitive natural communities. Therefore, the proposed project could result in increased exposure of ecosystems to stress that would increase their vulnerability to impacts from climate change. In addition, the project site is at risk for wildland fires. However, with implementation of the Fire Protection Plan (mitigation measure Haz-3A), the proposed project would not result in increased exposure to fire risk.

Mitigation Measures: Implementation of biological resources mitigation measures Bio-1A through Bio-1F, Bio-2A, Bio-2B, Bio-3A, Bio-4A through Bio-4C, and Bio-6A and the site-specific Fire Protection Plan (mitigation measure Haz-3A).

Level of Significance After Mitigation: Less than significant.

F. Hazards and Hazardous Materials

Potential Hazards and Hazardous Materials Impact 1: Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Finding: The proposed project site is located in a Very High Fire Hazard Severity Zone, and would be subject to a number of specific requirements, including the preparation, approval, and implementation of a Fire Protection Plan. Until the project's Fire Protection Plan is approved by the City, the project's impact with respect to wildland fire hazards would be significant.

Facts in Support of Finding: The proposed project site's location within a designated Very High Fire Hazard Severity Zone indicates that a potentially significant impact would result from project implementation because the project would construct new structures in this area. This finding is based upon specific physical characteristics of the project site and adjoining areas, including the presence of highly flammable vegetation, steep slopes and other terrain features, climatic conditions that are favorable to wildland fire,

and an established local fire history that contains a record of large and catastrophic wildland fires in the area. As such, a high level of care is required to ensure that persons and structures are not placed in harm's way as a result of project implementation.

Mitigation Measures:

Haz-3A Prior to tract map recordation for the proposed project, a comprehensive Fire Protection Plan must be approved by the City of San Dimas Development Services Department. This plan must be compliant with applicable City regulations and fire codes in place at the time of approval. At a minimum, the plan must contain the following: 1) specific requirements for suitable building materials and methods; 2) prescriptions for fuel modification zones and vegetation restrictions; 3) covenants, deeds, and restrictions for the maintenance of fuel modification zones, landscaping, and building restrictions on individual properties within the development; 4) the provision of suitable infrastructure as required by applicable codes including water supply, pipelines and hydrants; 5) the provision of suitable access and emergency access to the project site; and 6) any other applicable requirements as determined by the City of San Dimas.

Level of Significance After Mitigation: Less than significant.

G. Public Services

Potential Public Services Impact 1: Would the project result in the deterioration of existing park or trail facilities or require the development or expansion of park or trail facilities, the construction of which might have an adverse effect on the environment?

Finding: Implementation of the proposed project would not increase the demand for parks or trails in a manner that would impact existing facilities. However, the proposed project would construct equestrian trail linkages to off-site adjacent facilities in Horsethief Canyon Park and the Angeles National Forest, which have the potential to result in the degradation of the existing off-site facilities if not properly coordinated with the City of San Dimas and U.S. Forest Service.

Facts in Support of Finding: The proposed project would construct 61 single-family residential units, which would result in an increase in the demand for park and trail facilities. To meet this demand, the proposed project would provide amenities to the community in the form of multi-use trails, connective trail access to adjacent properties and open space for habitat conservation and/or recreational uses. For example, the proposed project would provide an equestrian trail and equestrian trail linkage between Horsethief Canyon Park and the Sycamore Canyon trail system, which proceeds into the Angeles National Forest. Additionally, the proposed project would include one 83-acre parcel that would be offered to the city or a third party conservancy for dedication as habitat conservation and/or open space.

Because the proposed project would construct an equestrian trail linkage to off-site facilities, it has the potential to result in the degradation of existing off-site facilities if not properly coordinated with the City of San Dimas and U.S. Forest Service. Without this coordination, impacts related to parks and trails would be significant.

Mitigation Measures:

Pub-4A Prior to approval of the final tract map, the applicant shall consult with the City of San Dimas and the U.S. Forest Service to ensure that operation of the proposed project would not result in the degradation of existing equestrian and/or hiking trails maintained by these agencies. If necessary, a trail maintenance plan shall be prepared and signed by all parties to ensure that trail degradation would not occur.

Pub-4B Prior to approval of the final tract map, the project applicant shall submit the proposed equestrian trail and trail linkage plan to the City of San Dimas Equestrian Commission for review and comment.

Level of Significance After Mitigation: Less than significant.

H. Transportation and Traffic

Potential Transportation and Traffic Impact 1: Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Finding: On-site transportation facilities, such as stop-signs, would result in visibility hazards if they are not designed to be free from visual obstructions, such as landscaping or signage.

Facts in Support of Finding: The proposed project would be located in a currently undeveloped area that includes steep slopes and may require narrow roads. Steep and narrow roadways may create a potential visibility hazard if roadway facilities, such as stop-signs, are not adequately designed to be free from visual obstructions such as landscaping or signage. The Traffic Impact Analysis (Urban Crossroads 2010) prepared for the proposed project recommends on-site circulation improvements for the proposed project that would decrease transportation hazards related to visibility. Without implementation of these measures, the proposed project would result in a potentially significant impact related to transportation hazards.

Mitigation Measures:

Tra-2A Prior to approval of street improvement plans and/or grading permits, the sight distance at the internal project intersections shall be reviewed and approved by the City Engineer for compliance with acceptable sight distance standards (§405 of the California Department of Transportation Highway

Design Manual) to ensure that all intersections are constructed to be consistent with these requirements.

Tra-2B Prior to issuance of a grading permit for proposed on-site roadways, project plans shall demonstrate to the satisfaction of the City Engineer that traffic signage and striping are consistent with the standards identified in the California Manual on Uniform Traffic Control Devices..

Level of Significance After Mitigation: Less than significant.

I. Utilities and Service Systems

Potential Utilities and Service Systems Impact 1: Would the project require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, which could cause adverse effects on the environment?

Finding: Implementation of the proposed project would require the construction and operation of new on-site water and wastewater facilities, which would have the potential to result in significant environmental impacts.

Facts in Support of Finding: Implementation of the proposed project would require the construction and operation of new onsite water and wastewater facilities. A new 12-inch water pipeline would be constructed and connected to an existing off-site GSWC water supply pipeline near the intersection of Cataract Avenue and Dalepark Drive. The construction and operation of the proposed onsite water infrastructure would have the potential to cause direct environmental effects to aesthetics, air quality, biological resources, cultural resources and greenhouse gas emissions from new above-ground structures, ground disturbance and operation of construction equipment. A new 12-inch wastewater pipeline would also be constructed and connected to an existing CSMD wastewater pipeline located beneath Cataract Avenue. The construction of the proposed wastewater pipeline would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources and greenhouse gas emissions from ground disturbance and operation of construction equipment.

Mitigation Measures: Implementation of applicable mitigation measures listed under the environmental topics of aesthetics, air quality, biological resources, cultural resources, and greenhouse gas emissions in the Draft EIR would reduce impacts related to the construction and operation of new onsite water and wastewater facilities to a below a level of significance.

Level of Significance After Mitigation: Less than significant.

Potential Utilities and Service Systems Impact 2: Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, which could cause adverse effects on the environment?

Finding: Implementation of the proposed project would require the construction of new on- and off-site storm water facilities, which would have the potential to result in significant environmental impacts.

Facts in Support of Finding: The proposed project would require the construction of new storm water facilities in Cataract Avenue and on the project site and easement area, including terrace drains, debris basins, water quality basins and joint water quality/debris basins. Storm water improvements would be constructed to maintain the existing drainage patterns of the proposed project site and would divert both onsite runoff and offsite runoff that could potentially impact the proposed project site. The construction of proposed storm water drainage facilities would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources, greenhouse gas emissions and hydrology from ground disturbance and operation of construction equipment.

Mitigation Measures: Implementation of applicable mitigation measures under the environmental topics of air quality, biological resources, cultural resources, greenhouse gas emissions, and hydrology and water quality in the Draft EIR would reduce impacts related to the construction of new storm water facilities to a less than significant level.

Level of Significance After Mitigation: Less than significant.

Potential Utilities and Service Systems Impact 3: Would the project require or result in the construction or expansion of electrical or natural gas facilities or result in the wasteful, inefficient or unnecessary use of energy?

Finding: Implementation of the proposed project would result in an increase in electricity and natural gas demand, which would require the construction of new onsite facilities, which would have a potentially significant impact on the environment.

Facts in Support of Finding: Implementation of the proposed project would result in a net increase of approximately one million kilowatt hours (kWh) of electricity per year. Onsite electrical lines would be connected to the existing Southern California Edison electrical lines located within Cataract Avenue. The construction of onsite electricity facilities to serve the proposed project would have the potential to cause environmental effects to air quality, biological resources, cultural resources and greenhouse gas emissions from ground disturbance and operation of construction equipment. The proposed project would also result in a net increase of approximately 50,105 therms of natural gas per year. Onsite natural gas facilities would be required to serve the proposed residential project, the construction of which would have the potential to cause direct environmental effects to air quality, biological resources, cultural resources, and greenhouse gas emissions from ground disturbance and operation of construction equipment.

Mitigation Measures: Implementation of applicable mitigation measures under the environmental topics of air quality, biological resources, cultural resources and

greenhouse gas emissions would reduce impacts related to the construction of new energy facilities to a less than significant level.

Level of Significance After Mitigation: Less than significant.

VI. FINDINGS REGARDING CHANGES OR ALTERATIONS REQUIRED IN THE PROJECT THAT WOULD AVOID OR SUBSTANTIALLY LESSEN THE SIGNIFICANT ENVIRONMENTAL EFFECTS IDENTIFIED IN THE FINAL EIR BUT ARE WITHIN THE RESPONSIBILITY AND JURISDICTION OF ANOTHER PUBLIC AGENCY AND NOT THE AGENCY MAKING THE FINDING (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(2))

The City, having reviewed and considered the information contained in the EIR, the appendices to the EIR, and the administrative record, finds, pursuant to California Public Resources Code § 21081(a)(2) and State CEQA Guidelines §15091(a)(2), that changes or alterations have been required in, or incorporated into, the project which would mitigate, avoid, or substantially lessen to below a level of significance impacts to hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access); however, the mitigation measures required to reduce impact to a less than significant level are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Therefore, without assurances from the other public agencies that the mitigation measure would be fully implemented, the impacts would remain significant and unavoidable.

A. Hazards and Hazardous Materials

Potential Hazards and Hazardous Materials Impact 1: Would the project impair or interfere with an adopted emergency response plan or emergency evacuation plan?

Finding: The proposed project would impair or interfere with an adopted emergency response or evacuation plan because it would not provide two access routes that meet City standards. The project proposes one access route (Cataract Avenue) that would meet City standards. Four additional off-site secondary emergency access routes are available to access the site; however, none of these routes would be improved to City standards, which generally include a width of 24-feet and all weather surfacing. Therefore, because the proposed project would not provide two access routes that meet City standards, the proposed project would result in a significant impact.

Facts in Support of Finding: The proposed project would construct new on-site roadways that meet City requirements for emergency vehicle access. Four existing off-site roadways and motorways would provide secondary access to the project site; however, these roadways/motorways would be improved as part of the proposed project and would remain in their existing condition, with the possible exception of the 0.18-acre emergency vehicle turnaround. Currently, these off-site roadways/motorways do not meet City standards, which generally require access roads to meet a 24-foot minimum roadway width and be all weather accessible. While the proposed project provides a number of benefits to firefighting capability in the area, including the provision of

emergency access points, additional water availability, and fuel modification measures, the condition of existing off-site roadways presents a potential hazard associated with project site evacuation from an event such as a wildfire. The use of these existing off-site roadways/motorways for secondary access is inadequate. With only one access route that is adequate for emergency vehicles (Cataract Avenue), the proposed project would result in a significant impact associated with impairment or interference with an adopted emergency response or evacuation plan.

Mitigation measure Tra-3A would be required to reduce impacts to a less than significant level. However, implementation of mitigation measure Tra-3A would require the applicant to provide at least one additional off-site emergency access route that meets City standards. This action would potentially require the applicant to obtain separate jurisdictional approvals (from City of Glendora, County of Los Angeles Parks and Recreation and/or U.S. Forest Service) and public and private property ownership authorizations in order to implement improvements to off-site existing roadways and motorways that the City of San Dimas has no jurisdiction over. Because the mitigation measure potentially relies on other jurisdictional approvals in order to ensure its implementation, the City cannot be assured of its implementation, and the project's impact associated with impairment or interference with an adopted emergency response or evacuation plan would remain significant and unavoidable.

Mitigation Measure: Mitigation measure Tra-3A would be required to reduce the impact to below a level of significance.

Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.

Level of Significance After Mitigation: Significant and unavoidable.

B. Transportation and Traffic

Potential Impact 1: Would the project result in inadequate emergency access?

Finding: This is the same issue as addressed above for emergency response plan or emergency evacuation plans. The proposed project would result in inadequate emergency access because it would not provide two access routes that meet City standards. Only one access route (Cataract Avenue) is proposed that would meet City standards. Refer to Section VI.(A)(1), Potential Hazards and Hazardous Materials Impact 1, above for additional information.

Facts in Support of Finding: The proposed project would construct new on-site roadways that meet City requirements for emergency vehicle access. Four existing off-site roadways and motorways would provide secondary access to the project site; however, these roadways/motorways would be improved as part of the proposed project and would remain in their existing condition, with the possible exception of the 0.18-acre emergency vehicle turnaround. Currently, these off-site roadways/motorways do not meet City standards, which generally require access roads to meet a 24-foot minimum roadway width and be all weather accessible. While the proposed project provides a number of benefits to firefighting capability in the area, including the provision of emergency access points, additional water availability, and fuel modification measures, the condition of existing off-site roadways presents a potential hazard associated with project site evacuation from an event such as a wildfire. The use of these existing off-site roadways/motorways for secondary access is inadequate. With only one access route that is adequate for emergency vehicles (Cataract Avenue), the proposed project would result in a significant impact associated with inadequate emergency access.

Mitigation measure Tra-3A would be required to reduce impacts to a less than significant level. However, implementation of mitigation measure Tra-3A would potentially require the applicant to provide at least one additional off-site emergency access route that meets City standards. This action would potentially require the applicant to obtain separate jurisdictional approvals (from City of Glendora, County of Los Angeles Parks and Recreation and/or U.S. Forest Service) and public and private property ownership authorizations in order to implement improvements to off-site existing roadways and motorways that the City of San Dimas has no jurisdiction over. Because the mitigation measure relies on other jurisdictional approvals in order to ensure its implementation, the City cannot be assured of its implementation, and the project's impact to emergency access would remain significant and unavoidable.

Mitigation Measure:

Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.

Level of Significance After Mitigation: Significant and Unavoidable.

VII. FINDINGS REGARDING IMPACTS THAT CANNOT BE FEASIBLY MITIGATED TO BELOW A LEVEL OF SIGNIFICANCE BECAUSE SPECIFIC ECONOMIC, LEGAL, SOCIAL, TECHNOLOGICAL, OR OTHER CONSIDERATIONS MAKE INFEASIBLE THE MITIGATION MEASURES OR ALTERNATIVES IDENTIFIED IN THE ENVIRONMENTAL IMPACT REPORT. THEREFORE, IMPACTS WOULD REMAIN SIGNIFICANT AND UNAVOIDABLE (CALIFORNIA PUBLIC RESOURCES CODE § 21081(a)(3)).

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other considerations make the mitigation measures identified in the EIR infeasible, the findings shall describe specific reasons for rejecting the identified mitigation measures. The specific benefits of a proposed project may outweigh the unavoidable adverse environmental effects.. Thus, the adverse environmental effects from significant impacts that cannot be feasibly mitigated to below a level of significance may be considered "acceptable." The EIR identifies two issues associated with aesthetics and air quality as having a significant and unavoidable environmental impact due to infeasible or unavailable mitigation measures.

A. Aesthetics

Potential Aesthetics Impact 1: Would the project substantially degrade the existing visual character or quality of the project site and/or its surroundings?

Finding: Implementation of the proposed project would involve grading and landform alteration that would substantially degrade the existing visual character of the site and/or its surroundings. Even with implementation of identified mitigation measures, this impact would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: Three photo simulations (see Draft EIR Figures 4.1-6, 4.1-7 and 4.1-8) were created to determine if substantial degradation of the existing visual character and quality of the site would occur from implementation of the proposed project. These photo simulations serve as an indicator of the extent of the visual character and quality changes that would occur on-site from implementation of the proposed project. Photo simulation 1 shows a pronounced change in the character of the project site from rural to suburban. Photo simulation 2 shows that the general topography of the project site would be visibly altered with project implementation. Photo simulation 3 shows a clear change in the visual character and quality of the site from the flattening of ridge tops and the addition of building pads. Based on these alterations, the potential change in the existing visual quality and character of the site from implementation of the proposed project would be significant.

The project would incorporate project design features to lessen the visual impacts of the project, which include the clustering of homes and the design of residential access

roads, grading and residential lots in locations that less visually intrusive. It would also potentially preserve an 83-acre parcel of open space on the project site. In addition, mitigation measure Aes-1A would be implemented which requires the applicant to submit architectural guidelines to the City for review and approval. However, even with all of these project design features and mitigation measures in place, the project's impacts would not be reduced to a less than significant level. The significant grading and landform alteration that would occur as a result of the proposed project would substantially degrade the existing visual character or quality of the project site by altering the character of the site from a semi-rural and undeveloped area to a large-lot residential subdivision. Therefore, a significant and unavoidable impact would occur.

Mitigation Measures:

Aes-1A Prior to tract map recordation approval, the applicant shall submit architectural guidelines to the City for review and approval. The purpose of the architectural guidelines shall be:

i. To provide the City with the assurance that the proposed project will develop in accordance with the City's architectural standards for a residential development, as set forth in §18.542.500 et seq. of Specific Plan No. 25;

ii. To provide guidance to builders, residents, engineers, architects, landscape architects, and other design professionals in order to comply with the City's architectural standards;

iii. To provide guidance to the City's Development Plan Review Board, Planning Commission and the City Council in the subsequent review of plans.

The architecture of the structures on the proposed project shall conform to the architectural guidelines, which will be made part of the Covenants, Conditions and Restrictions (CC&Rs) for the proposed residential development. Architectural review and approval by the Homeowners Association shall precede any review and approval by the City's Development Plan Review Board.

Level of Significance After Mitigation: Significant and unavoidable.

B. Air Quality

Potential Air Quality Impact 1: Would the project violate any federal or State air quality standard or contribute substantially to an existing or projected air quality violation?

Finding: Implementation of the proposed project would violate the air quality standards for NO_x, PM_{10} and $PM_{2.5}$ during the mass grading phase of construction. Two mitigation measures were identified to reduce the impact; however, one of the measures is

considered to be infeasible by the City. The impact to NO_x would be reduced to below a level of significance with implementation of the one feasible mitigation measure. However, even with implementation of the identified feasible mitigation measure, impacts to PM_{10} and $PM_{2.5}$ would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: An Air Quality and Greenhouse Gas Technical Report was prepared for the proposed project by PBS&J (2010), which was used as the basis for the analysis of air quality impacts in the Draft EIR. Table 1 below is a copy of Table 4.2-9 provided in the Draft EIR. As shown in Table 1, project-related emissions would be below significance thresholds in all construction phases except for the grading phase. Construction of the proposed project would exceed the significance thresholds for NO_x, PM_{10}, and $PM_{2.5}$ during grading. Therefore, impacts to air quality resulting from the grading phase of construction would be potentially significant.

Table 1 Brasada Project Construction Maximum Daily Emissions

Construction Phase	Pollutant Emissions (pounds per day)					
	CO	NO_X	ROG	SO_X	PM_{10}	$PM_{2.5}$
Demolition	5	7	1	0	1	1
Mass Grading[1]	60	**141**	16	0	**7,725**	**1,617**
Trenching	9	15	2	0	1	1
Paving	10	15	3	0	1	1
Sum of Building Construction and Coating Phases	31	17	6	0	1	1
Building Construction	*31*	*17*	*4*	*0*	*1*	*1*
Coating	*0*	*0*	*2*	*0*	*0*	*0*
SCAQMD Threshold	**550**	**100**	**75**	**150**	**150**	**55**
Significant Impact?	No	**Yes**	No	No	**Yes**	**Yes**

[1] Assuming a maximum land disturbance of five acres per day.
Bold = Exceeds SCAQMD threshold
ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_x = sulfur oxides
Source: URBEMIS 2007.

The Draft EIR identifies two mitigation measures (AQ-2A and AQ-2B) that, when combined, would reduce emissions of NO_x, PM_{10}, and $PM_{2.5}$, to a less than significant level. These mitigation measures are identified below. Mitigation measure AQ-2A is a feasible mitigation measure that is capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors. However, mitigation measure AQ-2B, which requires surface paving of all temporary haul roads during construction, would not be feasible for this project because the project requires a substantial amount of grading (approximately 1.2 million cubic yards of cut/fill) and this measure would result in the continuous paving and unpaving of temporary haul roads during project construction. Temporary surface paving and the associated demolition of the pavement on the project site once construction is complete would result in additional air quality emissions which would further increase air quality impacts during construction. Therefore, due to

environmental factors, mitigation measure AQ-2B is considered to be infeasible for this project and would not be implemented. Mitigation measure AQ-2A would still be implemented to reduce emissions of NO_x, PM_{10}, and $PM_{2.5}$ during grading. Implementation of mitigation measure AQ-2A alone would be sufficient to reduce NO_x emissions to a level below the significance threshold. However, implementation of mitigation measure AQ-2A alone would not reduce emissions of PM_{10} and $PM_{2.5}$ to below a level of significance. Therefore, impacts related to emissions of PM_{10} and $PM_{2.5}$ during the grading phase of project construction would be significant and unavoidable.

Mitigation Measures:

AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan.

i. No more than five acres of land shall be disturbed per day.

ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators.

iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications.

v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.

vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction

activities) for a period greater than five days during the construction phase.

vii. All transported material shall be securely covered to prevent fugitive dust.

viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.

ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.

x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.

xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.

xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.

xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established.

xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities.

xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site.

xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.

xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water.

xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.

xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.

AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving. [Determined to be infeasible]

Level of Significance After Mitigation: Significant and unavoidable.

Potential Air Quality Impact 2: Would the project expose sensitive receptors to substantial pollutant concentrations?

Finding: Emissions of PM_{10} and $PM_{2.5}$ would exceed the localized significance thresholds at the nearest off-site residence during the grading phase of construction. Two mitigation measures (AQ-2A and AQ-2B) were identified to reduce the impact; however, one of the measures is considered to be infeasible by the City. Even with implementation of the remaining feasible mitigation measure, impacts to PM_{10} and $PM_{2.5}$ would not be reduced to below a level of significance. Therefore, this impact is significant and unavoidable.

Facts in Support of Finding: As stated above, an Air Quality and Greenhouse Gas Technical Report was prepared for the proposed project by PBS&J (2010), which was used as the basis for the analysis of air quality impacts in the Draft EIR. Table 2 below is a copy of Table 4.2-13 provided in the Draft EIR that compares the maximum construction emissions from the proposed project and the localized significance thresholds for construction. As shown in this table, project construction would not exceed the air quality significance thresholds at the closest off-site residence during any phase of construction except the grading phase. Emissions of PM_{10} and $PM_{2.5}$ would exceed the localized significance thresholds at the closest existing off-site residence during the grading phase of construction and would, therefore, result in a significant impact to a sensitive receptor.

Table 2 Brasada Project Localized Construction Emissions Concentrations

Construction Phase	Maximum Construction Emissions (pounds/day)			
	CO	NO_X	PM_{10}	$PM_{2.5}$
Impacts to Proposed Residences				
Building Construction and Coating	31	17	1	1
Allowable emissions at 25 meters (80 feet)	1,566	236	12	7
Significant Impact?	No	No	No	No
Impacts to Off-site Residence – Demolition and Mass Grading				
Demolition	5	7	1	1
Mass Grading[1]	60	141	**7,725**	**1,617**
Allowable emissions at 200 meters (660 feet)	*7,011*	*426*	*82*	*28*
Significant Impact?	No	No	**Yes**	**Yes**
Impacts to Off-site Residence – All Other Construction Phases				
Trenching	9	15	1	1
Paving	10	15	1	1
Building Construction and Coating	31	17	1	1
Allowable emissions at 50 meters (160 feet)	*2,158*	*265*	*36*	*9*
Significant Impact?	No	No	No	No

[1] Assuming a maximum land disturbance of five acres per day.
Bold = significant impact
ROG = reactive organic gases; NO_x = nitrogen oxides; CO = carbon monoxide; PM_{10} = respirable particulate matter; $PM_{2.5}$ = fine particulate matter; SO_x = sulfur oxides
Source: URBEMIS 2007, SCAQMD 2009b

Mitigation measures AQ-2A and AQ-2B would minimize the proposed project's emissions of PM_{10} and $PM_{2.5}$, which would reduce the impact to localized sensitive receptors. However, as discussed above in Section VII.(B)(1), Potential Air Quality Impact 1, mitigation measure AQ-2B would be infeasible due to environmental factors since it would increase the project's already significant air quality impacts during the grading phase of construction. Therefore, mitigation measure AQ-2B would not be implemented. Mitigation measure AQ-2A would still be implemented; however, even with implementation of this feasible mitigation measure, impacts related to PM_{10} and $PM_{2.5}$ would be significant. This impact would be significant and unavoidable.

Mitigation Measures:

AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan.

i. No more than five acres of land shall be disturbed per day.

ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that

reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators.

iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications.

v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent.

vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction activities) for a period greater than five days during the construction phase.

vii. All transported material shall be securely covered to prevent fugitive dust.

viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.

ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.

x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.

xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.

xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of

inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.

xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established.

xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities.

xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site.

xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.

xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water.

xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation.

xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow.

xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.

AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving. [Determined to be infeasible]

Level of Significance After Mitigation: Significant and unavoidable.

VIII. ALTERNATIVES TO THE PROJECT THAT WOULD SUBSTANTIALLY LESSEN OR AVOID THE SIGNIFICANT ENVIRONMENTAL IMPACTS THAT WOULD OCCUR AS A RESULT OF THE PROPOSED PROJECT

CEQA requires that an EIR describe a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain most of the basic objectives of the project but would avoid or substantially lessen the project's significant impacts, and that it evaluate the comparative merits of the alternatives. Based on the State CEQA Guidelines, four project alternatives to avoid or reduce significant project impacts were identified and are addressed in the Draft EIR: 1) No Project (No Build) Alternative; 2) Reduced Project (38 lots) Alternative; 3) Development Configuration Alternative; and 4) Improved Emergency Access Alternative. These alternatives are discussed below.

In considering and rejecting certain alternatives, the project objectives must be weighed against the ability of the various alternatives to meet most of the objectives. The objectives identified for the proposed project are stated above in Section II, Project Description and Purpose.

A. Alternative 1: No Project (No Build) Alternative

1. Description

CEQA requires the No Project Alternative to be addressed in an EIR. Under the No Project Alternative, the proposed project would not be implemented and the proposed project site would remain in its existing undeveloped condition. No amendments to the San Dimas General Plan or Specific Plan No. 25 would occur.

2. Attainment of Project Objectives

The No Project Alternative would accomplish none of the proposed project's objectives.

3. Impacts

Aesthetics: The No Project Alternative would not result in any significant impacts associated with aesthetics because it would not alter the existing visual character or quality of the project site or its surroundings.

Air Quality: The No Project Alternative would not result in significant impacts to air quality because this alternative would not involve the use of heavy construction equipment during site preparation and grading activities.

Biological Resources: The No Project Alternative would not result in any impacts to biological resources, including special status plant or animal species, riparian habitats and other sensitive communities, wetlands, conflicts with local policies, wildlife movement corridors, or ordinances and habitat conservation plans. This is due to the fact that no development would occur under this alternative and existing (undeveloped) site condition would be maintained.

Cultural Resources: The No Project Alternative would not result in any ground disturbance or development on the project site and would, therefore, result in no impacts to cultural or paleontological resources.

Geology and Soils: The No Project Alternative would not result in impacts to geology or soils because it would not involve any new construction or ground disturbance.

Greenhouse Gas (GHG) Emissions: The No Project Alternative would not result in GHG emissions or conflicts with applicable GHG plans or policies because this alternative would not involve the use of heavy construction equipment during site preparation and grading activities. Additionally, no operational GHG emissions would result because no residential development would occur under this alternative.

Hazards and Hazardous Materials: The No Project Alternative would not result in significant impacts related to hazardous materials, emergency access or wildland fires because the No Project Alternative would not result in the increased usage of hazardous materials, would not develop the site and place people or structures in areas with high risk of wildland fire hazards, and would not require additional emergency access routes to serve the project site.

Hydrology and Water Quality: The No Project Alternative would have no impact on hydrology and water quality because no development or site disturbance would occur and the existing hydrologic conditions on the project site would be maintained. The existing flooding condition that occurs at the northern terminus of Cataract Avenue would not be corrected because a new upstream detention basin would not be constructed. Therefore, localized flooding would continue to occur in this area.

Land Use and Planning: The No Project Alternative would not result in any inconsistencies with land use plans, policies, or regulations because no development would occur on the project site and no amendments to the General Plan or Specific Plan No. 25 would be required.

Public Services: Under the No Project Alternative, no residential development would occur and existing public services would experience no increase in service demand. No impacts to parks and trails would occur because no connections to existing trails would be proposed under this alternative.

Transportation and Traffic: Under the No Project Alternative, impacts related to transportation and traffic would not occur because the project site would not be developed and no hazards related to design features or emergency access would occur.

Utilities, Service Systems, and Energy: The No Project Alternative would not result in any residential development and would not result in any environmental impacts associated with the provision of new water, wastewater, storm water or energy facilities.

4. Summary

The No Project Alternative would not fulfill any of the proposed project objectives. The No Project Alternative would result in fewer impacts to the following environmental topics: aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, public services, transportation and traffic, and utilities, service systems, and energy.

B. Alternative 2: Reduced Project Alternative (38 lots)

1. Description

The Reduced Project Alternative would develop 38 residential lots on the proposed 273-acre project site. Seventeen homes would be clustered into a lower-lying valley that is situated in the central-western portion of the project site and the remaining homes would be distributed throughout the project site, generally along ridgelines and hillside peaks. When compared to the proposed project, the Reduced Project Alternative would locate more homes along ridgelines and hillside peaks. The Reduced Project Alternative would not provide access to the project site from Cataract Avenue. Primary access to the site would be provided through Wildwood Motorway from an area within the City of Glendora to the southwestern project site boundary. In order to make the site accessible, this alternative would require paving Wildwood Motorway on- and off-site, approval of a 20-foot easement through the adjacent property to the west (currently owned by the applicant) and approval from the City of Glendora. Other existing motorways within the project site would also be paved and used for on-site site access and circulation. No other off-site roadways would be improved. The Reduced Project Alternative would have two emergency access points and one 0.18-acre fire turn-around. The first emergency access point would be located at the northwest project site boundary and the second access point would be located at the southeast project site boundary. These emergency access routes would cross through land owned by the County of Los Angeles and a private owner to the west, which is presently the applicant. The emergency access routes would not be improved off-site. Similar to the proposed project, this alternative would include a 0.18-acre off-site area to the east of the project site on Los Angeles County Department of Parks and Recreation land for use as a fire protection turn-around. The off-site improvements associated with the 0.18-acre turn-around would require approval from the County of Los Angeles. Similar to the proposed project, this alternative would require public services and utilities, including fire protection services, police protection services, public schools services, water infrastructure, wastewater infrastructure, and storm water infrastructure, as well as the preparation of a Fuel Modification Plan. The Reduced Project Alternative would require amendments to the General Plan and Specific Plan No. 25 and approvals from the County of Los Angeles, the City of Glendora, and public service providers.

The Reduced Project Alternative was selected because of its similarity to some of the provisions of the Settlement Agreement Concept Lotting Plan, which proposes approximately 38 residential lots on 200 acres of land.

2. Attainment of Project Objectives

The Reduced Project Alternative would be consistent with four of the eight project objectives and partially consistent with two other project objectives. Objectives 1 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25 that would establish new residential density standards, among other things, for the project site. This alternative would not meet objective 2 because more residences would be located along primary ridgelines and, unlike the proposed project, it would not designate an 83-acre parcel of land for open space. Objective 4 would only be partially met by this alternative because although the project site is the same as the proposed project, it would develop fewer residences within Development Feasibility Areas. Objective 5 would not be met by the Reduced Project Alternative, because this development concept is similar to the Settlement Agreement Concept Lotting Plan and Objective 5 is to focus development into areas that are less visually intrusive than may have occurred under the Concept Lotting Plan. Objective 6 would only be partially met by the Reduced Project Alternative because, although residences would be clustered, which would consolidate and increase opportunities for open space, residential clustering would occur to a lesser degree than under the proposed project. Objective 7 would be met because this alternative would include the preparation of a Fuel Management Plan and provision of emergency access routes, which would enhance fire protection in the Northern Foothills. Finally, objective 8 would also be met because this alternative would include the provision of infrastructure and public improvements to serve the proposed development.

3. Impacts

Aesthetics: Similar to the proposed project, the Reduced Project Alternative would substantially degrade the existing visual character of the site and surroundings by introducing residential development and infrastructure on hillsides and ridgelines. Even with implementation of mitigation measure Aes-1A, impacts to visual character and quality would remain significant and unavoidable. Although less total residential development would occur under this alternative, when compared to the proposed project, the Reduced Project Alternative would result in greater significant impacts to visual character and scenic vistas because more residences would be located on ridgelines, more residential development would be visible from off-site locations, and this alternative would result in the additional leveling of hilltops for building pads. However, due to the limited visibility of the project site from surrounding areas, it is anticipated that the Reduced Project Alternative would result in less than significant impacts to scenic vistas, similar to the proposed project. Also similar to the proposed project, the Reduced Project Alternative would result in new sources of light and glare, which would result in a potentially significant impact. However, this alternative would introduce fewer homes, streetlights, and vehicle lights than the proposed project and would result in fewer lighting and glare impacts. Implementation of mitigation measures Aes-3A through Aes-3E would reduce impacts to light and glare to a level below significant, similar to the proposed project.

Air Quality: Compared to the proposed project, the Reduced Project Alternative would result in a reduction in the production of air emissions, both during and after

construction. Therefore, similar to the proposed project, impacts from the Reduced Project Alternative related to consistency with regional air quality plans and objectionable odors would be less than significant. Although this alternative would result in fewer air emissions than the proposed project, the emissions associated with the construction of this alternative would still be expected to result in temporary significant impacts to ambient air quality standards and sensitive receptors during grading activities. Similar to the proposed project, impacts to air quality would be lessened through implementation of mitigation measure AQ-2A. Mitigation measure AQ-2B would be infeasible for the same reason as the proposed project. Therefore, similar to the proposed project, impacts to ambient air quality standards and sensitive receptors during grading activities would be significant and unavoidable.

Biological Resources: Similar to the proposed project, the Reduced Project Alternative would significantly impact sensitive plant and animal species, riparian habitats and sensitive vegetation communities, wetlands and local policies, ordinances and habitat conservation plans due to activities associated with construction. Development of the Reduced Project Alternative would physically disturb less acres of the project site because it would construct only 38 homes instead of 61. Even though the development areas within the project site would be slightly different between the proposed project and the Reduced Project Alternative, impacts to biological resources would be similar because the same types of biological resources occur across the proposed project site. As discussed for the proposed project, this alternative would result in less than significant impacts to wildlife corridors because it would leave a large area of the site undeveloped and the site would be connected to undeveloped areas on three sides. Similar to the proposed project, significant impacts to biological resources would be mitigated to a less than significant level with implementation of the following mitigation measures: Bio-1A, Bio-1B, Bio-1C, Bio-1D, Bio-1E, Bio-1F, Bio-2A, Bio-2B, Bio-2C, Bio-3A, Bio-4A, Bio-4B, Bio-4C, Bio-4D, Bio-4E, and Bio-6A.

Cultural Resources: The Reduced Project Alternative would significantly impact cultural resources, including historical resources, archaeological resources, and paleontological resources, due to the ground disturbing activities related to construction of the 38 residential lots. Similar to the proposed project, impacts to historical resources, archaeological resources and paleontological resources would be mitigable to a less than significant level with measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C. When compared to the proposed project, the Reduced Project Alternative would result in similar cultural resources impacts because similar ground disturbing activities related to construction would occur. Similar to the proposed project, this alternative would result in a less than significant impact to human remains.

Geology and Soils: Impacts related to geology and soils under the Reduced Project Alternative would be similar to the proposed project because the proposed 38 residential units would occur on the same geologic site as the proposed project and similar construction techniques, such as grading, foundation construction and retaining wall construction, would be required. Therefore, similar to the proposed project, the Reduced Project Alternative would result in significant impacts related to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils.

Implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce these impacts to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Reduced Project Alternative would result in fewer GHG emissions during construction because this alternative would require less heavy construction equipment use during site preparation and grading activities. The Reduced Project Alternative would also result in fewer operational emissions than the proposed project because operational emission sources would be reduced from 61 residences to 38 residences. Similar to the proposed project, the Reduced Project Alternative would result in a less than significant impact related to GHG emissions and conflicts with adopted plans. Although the Reduced Project Alternative would result in fewer GHG emissions than the proposed project, development of this alternative would result in increased exposure of 38 residences to the adverse effects of climate change. Similar to the proposed project, implementation of applicable mitigation measures identified to reduce impacts to other environmental issues addressed in the EIR would reduce this impact to a level below significant.

Hazardous Materials: Similar to the proposed project, the Reduced Project Alternative would result in less than significant impacts related to hazardous materials because construction and operation of both scenarios would require the use of similar types of materials. Although the Reduced Project Alternative would result in the construction of fewer homes, it would still require the construction of a secondary emergency access route to meet City standards. Therefore, the Reduced Project Alternative would result in the same significant impact to emergency response plans and routes as the proposed project because none of the proposed off-site emergency access routes would be improved to meet City standards, and these routes would be considered inadequate for the purpose of emergency access. Implementation of mitigation measure Tra-3A would lessen this impact to a level below significant. However, this mitigation measure may be considered to be infeasible because it is potentially dependent upon approvals from agencies other than the City; therefore, impacts would remain significant and unavoidable. Also similar to the proposed project, the Reduced Project Alternative would place structures and people in a location at risk of wildfire, which would result in a significant impact. Implementation of mitigation measure Haz-3A would reduce this impact to a level below significant.

Hydrology and Water Quality: Similar to the proposed project, the Reduced Project Alternative would include on-site drainage improvements that would result in less than significant impacts related to drainage alteration, erosion and siltation, groundwater supply and recharge, surface water quality and flood hazards. When compared to the proposed project, this alternative would result in fewer surface water quality impacts because less impermeable surfaces would be introduced into the project site, due to fewer homes being constructed. Fewer impermeable surfaces would reduce the quantity of pollutants that could enter surface water from project runoff.

Land Use and Planning: The Reduced Project Alternative would require multiple amendments to the San Dimas General Plan and Specific Plan No. 25. Similar to the

proposed project, approval of these amendments would ensure that the Reduce Project Alternative would not conflict with any applicable land use plans or policies.

Public Services: The residential population under the Reduced Project Alternative would be less than that of the proposed project, and the demand for public services, including fire, police, and schools, would also be less than the proposed project. Similar to the proposed project, the Reduced Project Alternative's impacts related to fire, police and schools would also be less than significant. The Reduced Project Alternative would include the construction of a trail, and would therefore result in a similar potential significant impact to parks and trails. Similar to the proposed project, implementation of mitigation measures Pub-4A, Pub-4B, and applicable mitigation measures identified in other environmental topics would reduce impacts related to parks and trails to a level below significance.

Transportation and Traffic: Similar to the proposed project, the Reduced Project Alternative would result in a less than significant impact related to increases in traffic, due to the minimal amount of vehicle trips generated from the development of 38 homes. Due to the steep topography of the project site, the Reduced Project Alternative would result in potential hazards associated with roadway design features from using existing motorways. Similar to the proposed project, this would be considered a significant impact and implementation of mitigation measures Tra-2A and Tra-2B would be required to reduce the impact to a level below significant. Similar to the proposed project, the Reduced Project Alternative would not improve any off-site emergency access roadways to City standards; therefore, the alternative would not provide two access routes to serve the project site and would result in a significant impact to emergency access. Implementation of Tra-3A would reduce emergency access impacts to a level below significant; however, mitigation measure Tra-3A may be determined to be infeasible because it is potentially dependent upon approvals from agencies other than the City. Therefore, impacts would remain significant and unavoidable.

Utilities, Service Systems, and Energy: The residential population that would be generated by the construction of 38 new single-family homes from implementation of the Reduced Project Alternative would be less than that of the proposed project which would construct 61 new single-family homes. Therefore, the associated demand for wastewater treatment, new water or wastewater facilities, new storm water facilities, water supply availability, landfill capacity and energy consumption would also be less than the proposed project. Similar to the proposed project, the Reduced Project Alternative would result in less than significant impacts related to wastewater treatment, water supply availability and landfill capacity and would require the development of new on-site storm water, water, wastewater and energy facilities, the construction of which could have a significant impact on the environment. Impacts would be slightly reduced as compared to the proposed project because fewer infrastructures would be required to serve the development proposed under the alternative. Implementation of applicable mitigation measures identified for the other environmental topics addressed in the EIR would reduce impacts related to the construction utilities, service systems and energy to a level below significance.

4. Summary

Compared to the proposed project, the Reduced Project Alternative would result in lesser impacts to lighting and glare; consistency with regional air quality plans; ambient air quality standards; sensitive receptors; objectionable odors; GHG emissions and conflicts with adopted plants; hazards related to climate change; surface water quality; fire protection; police protection; public schools; parks and trails; increases in traffic; and construction of new water, wastewater, storm water, and energy facilities. The reduction in impacts is attributable to the development of fewer homes which would require less physical development, construction activities, ground disturbance, and public services and utilities demands.

Compared to the proposed project, the Reduced Project Alternative would result in greater impacts to visual character and quality and scenic vistas because it would place development at higher elevations and on ridgelines within the project site.

Compared to the proposed project, the Reduced Project Alternative would result in similar impacts to special status plant species; special status wildlife species; riparian habitat or other sensitive natural communities; wetlands; wildlife movement corridors; local biological resources policies or ordinances; historical resources; archaeological resources; human remains; paleontological resources; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; emergency response plans and routes; fire hazards; drainage alteration, erosion and siltation; groundwater supply and recharge; wildland flood hazards; conflicts with land use plans; transportation hazards; emergency access; and alternative transportation plans, policies and programs.

The Reduced Project Alternative would be fully consistent with four of the eight project objectives and partially consistent with two of the eight project objectives.

C. Alternative 3: Development Configuration Alternative

1. Description

The Development Configuration Alternative would have essentially the same site plan as the proposed project, consisting of the construction of 61 single-family homes with primary access from Cataract Avenue. However, under this alternative, each building pad (disturbance area) would be reduced by 10 percent in size while total lot sizes would remain similar to the proposed project. Additionally, the Development Configuration Alternative would reduce overall project grading by approximately 300,000 to 400,000 cubic yards of cut and fill, as compared to the proposed project which would require approximately 1,300,000 cubic yards of grading. When compared to the proposed project, this alternative would increase roadway grades and require fewer retaining walls. The Development Configuration Alternative would use four existing motorways for emergency access routes, two that cross County of Los Angeles land and two that cross City of Glendora land. Similar to the proposed project, no off-site roadway improvements for emergency access are proposed. This alternative would generate additional demand for public services and utilities, including fire protection

services, police protection services, public schools services, water infrastructure, wastewater infrastructure, storm water infrastructure. In addition, a Fuel Modification Plan would be prepared and an equestrian trail would be provided. The Development Configuration Alternative would require amendments to the General Plan and Specific Plan No. 25 and approvals from the County of Los Angeles and public service providers.

2. Attainment of Project Objectives

The Development Configuration Alternative would meet all of the proposed project's objectives because the site plan would be essentially the same as the proposed project. Similar to the proposed project, Objectives 1, 2 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25. Objective 4 would be met by this alternative because it would occur on the same project site, which is located within a "Development Feasibility Area," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place development in areas to reduce visual impacts and consolidate and increase open space. The Development Configuration Alternative would require the same Fuel Management Plan as the proposed project, which would meet Objective 7 by enhancing fire protection in the Northern Foothills. This alternative would also meet Objective 8 because proposed development would be coordinated with the provision of infrastructure.

3. Impacts

Aesthetics: The Development Configuration Alternative would result in less landform alteration than the proposed project because the grading scheme would be significantly reduced to avoid leveling the tops of some hills to prepare building pads. In addition, less grading would result in a reduced need for retaining walls, which have the potential to create views that may not be consistent with natural features and landforms. Therefore, the Development Configuration Alternative would result in fewer impacts to visual character and quality and scenic vistas than the proposed project. Nevertheless, due to the magnitude of site disturbance that would occur under this alternative, visual impacts to the visual character and quality of the site would be significant. Similar to the proposed project, these impacts would be lessened with implementation of feasible mitigation measures; however, impacts would remain significant and unavoidable. When compared to the proposed project, the Alternative Development Configuration would result in the same impacts to lighting and glare, because the same number of homes would be built.

Air Quality: Compared to the proposed project, the Development Configuration Alternative would result in a reduction in the production of air emissions during construction due to the substantial reduction in site grading. After construction, the Development Configuration Alternative would result in the same operational emissions as the proposed project because the same number of residences would be constructed. Although this alternative would result in fewer construction-related emissions than the proposed project, it is probable that PM_{10} and $PM_{2.5}$ emissions associated with project grading would still result in significant impacts to ambient air quality standards and sensitive receptors under this alternative due to the large amount of grading required

(900,000 to 1 million cubic yards of soils). Similar to the proposed project, implementation of feasible mitigation measures would reduce impacts, but not to below a level of significance. Therefore, although this alternative would result in less grading than the proposed project, and less air pollutant emissions overall, impacts to ambient air quality standards and sensitive receptors during grading activities would still be significant and unavoidable for PM_{10} and $PM_{2.5}$. Similar to the proposed project, impacts related to consistency with regional air quality plans and objectionable odors would be less than significant.

Biological Resources: Compared to the proposed project, the Development Configuration Alternative would result in similar significant impacts to sensitive plant and animal species, riparian habitats and sensitive vegetative communities, wetlands, and local policies, ordinances and habitat conservation plans because the site plan for this alternative would be essentially the same as that of the proposed project. Also similar to the proposed project, the Development Configuration Alternative would result in less than significant impacts related to wildlife corridors since the majority of the site would be undisturbed and surrounding properties to the north, west and east provide open space areas. Significant impacts to sensitive plant and animal species, riparian habitats and sensitive vegetative communities, wetlands, and local policies, ordinances and habitat conservation plans from implementation of the Development Configuration Alternative would be mitigated by implementing the biological resources mitigation measures identified for the proposed project. With implementation of these measures, biological resources impacts from the Development Configuration Alternative would be reduced to a less than significant level.

Cultural Resources: Although this alternative would result in significantly less grading than the proposed project, the site development footprint would be similar, resulting in similar ground disturbing activities related to construction. Therefore, when compared to the proposed project, the Development Configuration Alternative would result in similar potentially significant impacts to cultural resources, including historical resources, archaeological resources and paleontological resources. These impacts would be mitigated to below a level of significance with implementation of measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C. Similar to the proposed project, this alternative would result in a less than significant impact to human remains.

Geology and Soils: Although this alternative would result in significantly less grading than the proposed project, the site development footprint would be similar, resulting in similar ground disturbing activities related to construction, such as grading, foundation construction and retaining wall construction. Since this alternative would be constructed in the same areas of the project site, the same significant impacts to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils would occur. Similar to the proposed project, implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce geology and soil impacts from implementation of the Development Configuration Alternative to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Development Configuration Alternative would result in fewer GHG emissions and hazards related to climate change because this alternative would involve substantially less grading and would require substantially less use of heavy construction equipment during site preparation and grading activities. Operational emissions under this alternative would be similar to the proposed project because the site plan would essentially be the same. Similar to the proposed project, the Development Configuration Alternative would result in a less than significant impact related to GHG emissions and conflicts with adopted plans. Although the Development Configuration Alternative would result in generation of less GHG emissions than the proposed project, the construction and operational emissions associated with this alternative would still result in a significant impact associated with exposure of the project to climate change hazards. Similar to the proposed project, implementation of applicable mitigation measures identified for other environmental topics in the EIR would reduce this impact to a level below significant.

Hazards and Hazardous Materials: The Development Configuration Alternative would result in similar less than significant impacts as the proposed project with regard to hazardous materials because similar quantities and types of materials would be used during construction and operation of both scenarios. This alternative would require the same emergency access routes as the proposed project and would result in the same significant emergency access impact. Implementation of mitigation measure Tra-3A would reduce this impact to a level below significant. However, similar to the proposed project, mitigation measure Tra-3A may be determined to be infeasible, in which case the impact would remain significant and unavoidable. Also similar to the proposed project, the Development Configuration Alternative would place structures and people in a location at risk of wildfire. Implementation of mitigation measure Haz-3A would reduce this impact to a less than significant level.

Hydrology and Water Quality: Similar to the proposed project, the Development Configuration Alternative would include the construction of an on-site drainage system to serve the project that would ensure impacts associated with hydrology would be less than significant. When compared to the proposed project, this alternative would result in similar increases in impermeable surfaces as the proposed project because the same number of homes, rooftops and roadways would be constructed. Therefore, the Development Configuration Alternative would generate the same quantity and quality of runoff pollutants as the proposed project, and would be subject to the same regulations to control water quality pollution as the proposed project. When compared to the proposed project, this alternative would result in less erosion and siltation due to the significant reduction in grading.

Land Use and Planning: The Development Configuration Alternative would require amendments to the San Dimas General Plan and Specific Plan No. 25 related to density. Similar to the proposed project, upon approval of these amendments, no conflicts with applicable land use plans or policies would occur and this alternative would result in a less than significant impact.

Public Services: Because the increase in residential population generated by implementation of the Development Configuration Alternative would be similar to that of the proposed project, demand for public services, including fire, police, schools, and parks and trails facilities would be the same. Therefore, similar to the proposed project, the Development Configuration Alternative would result in less than significant impacts related to the provision of fire protection, police protection and school capacity. The Development Configuration Alternative would also include the construction of a trail, and would therefore result in the same significant park and trail impacts as the proposed project. Implementation of mitigation measures Pub-4A, Pub-4B, and applicable mitigation measures identified in the other environmental topics addressed in the EIR would reduce impacts related to parks and trails from the Development Configuration Alternative to a level below significance.

Transportation and Traffic: The Development Configuration Alternative would have the same circulation system as the proposed project and would generate the same number of vehicle trips to and from the project site. Therefore, similar to the proposed project, this alternative would not result in a significant impact related to increases in traffic and level of service standards. Significant impacts would result from potential transportation design hazards and emergency access. Similar to the proposed project, implementation of mitigation measures Tra-2A and Tra-2B would reduce significant impacts related to transportation hazards to a level below significant. The Development Configuration Alternative would not improve the off-site roadways that would provide emergency access to the site which currently do not meet City standards. Because only one site access route (Cataract Avenue) would meet City standards, a significant impact associated with emergency access would occur. Implementation of Tra-3A would reduce this impact to a level below significant. However, as discussed above, mitigation measure Tra-3A may be considered to be infeasible, in which case impacts would remain significant and unavoidable. Similar to the proposed project, the Development Configuration Alternative would construct a trail and would result in similar less than significant impacts related to alternative transportation plans and policies.

Utilities, Service Systems, and Energy: The increase in residential population generated by implementation of the Development Configuration Alternative would be the same as that of the proposed project and demand for wastewater treatment, new water or wastewater facilities, new storm water facilities, water supply availability, landfill capacity and energy consumption would be the same as for the proposed project. Therefore, the Development Configuration Alternative would result in the same less than significant impacts to wastewater treatment, water supply availability and landfill capacity. Similar to the proposed project, the Development Configuration Alternative would result in significant impacts related to new storm water, water, wastewater and energy facilities. Implementation of applicable mitigation measures identified for other environmental topics in the EIR would reduce impacts related to the construction of these facilities to a less than significant level.

4. Summary

Compared to the proposed project, the Development Configuration Alternative would result in lesser impacts to visual character and quality; scenic vistas; consistency with

regional air quality plans; ambient air quality standards; sensitive receptors; objectionable odors; GHG emissions and conflicts with adopted GHG reduction plans; hazards related to climate change; and erosion and siltation.

Compared to the proposed project, the Alternative Development Configuration would result in similar impacts to lighting and glare; special status plant and animal species; riparian habitat or other sensitive natural communities; wetlands; wildlife movement corridors; local biological resources policies or ordinances; historical resources; archaeological resources; human remains; paleontological resources; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; emergency response plans and routes; wildland fire hazards; surface water quality; groundwater supply and recharge; flood hazards; conflicts with land use plans; increases in traffic; transportation hazards; emergency access; fire protection; police protection; public schools; parks and trails; alternative transportation plans, policies and programs; wastewater treatment; impacts from new water, wastewater and storm water facilities; water supply availability; landfill capacity; and energy.

The Development Configuration Alternative would meet all of the proposed project's objectives because the proposed site plan would be essentially the same as the proposed project.

D. Alternative 4: Improved Emergency Access Alternative

1. Description

The Improved Emergency Access Alternative would have the same development footprint as the proposed project but would include improved on and off-site emergency access routes. Under this alternative, up to four secondary emergency access routes would be provided along the eastern and western boundaries of the project site and would be improved to applicable City standards. The secondary emergency access routes would utilize the existing fire roads and motorways that currently traverse the project site and surrounding areas. All on-site project roadways would be constructed to withstand all weather conditions and be a minimum of 24-feet in width to accommodate emergency access personal. Existing off-site roads and motorways that would provide secondary access to the project site would also undergo improvements to meet City standards. The improvement of these off-site roadways would prevent a potential hazard associated with large scale evacuation from an event such as a wildfire but would result in a greater total disturbance footprint than the proposed project. The construction and improvement of the proposed emergency access routes under this alternative would potentially require approval from the City of Glendora and the County of Los Angeles. Emergency access routes would not be open to the public.

Similar to the proposed project, the Improved Emergency Access Alternative would result in increased demand for public services and utilities, including fire protection services, police protection services, public schools services, water infrastructure, wastewater infrastructure, and storm water infrastructure. A Fuel Modification Plan would be prepared. This alternative would also require amendments to the General

Plan and Specific Plan No. 25 and approval from public service providers, City of Glendora and County of Los Angeles.

2. Attainment of Project Objectives

The Improved Emergency Access Alternative would be consistent with all of the project objectives. Objectives 1, 2 and 3 would be met because this alternative would require the same amendments to the San Dimas General Plan and Specific Plan No. 25 as the proposed project, which would establish residential density and development standards, among other things, for the project site. Objective 4 would be met by this alternative because it would occur on the same project site as the proposed project, which is located within "Development Feasibility Areas," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place residences is less visually obtrusive areas and cluster development to maximize open space. Objectives 7 and 8 would be met by the Improved Emergency Access Alternative because emergency access routes would be improved off-site, which would improve emergency access in the region while providing public improvements to accommodate new development.

3. Impacts

Aesthetics: When compared to the proposed project, the Improved Emergency Access Alternative would result in increased impacts to visual character and quality because the development footprint would be increased under this alternative due to the improvement of off-site roadways. Similar to the proposed project, even with implementation of mitigation measure Aes-1A, impacts to visual character and quality would remain significant and unavoidable. Similar to the proposed project, this alternative would result in significant impacts to lighting and glare which would be mitigated to a less than significant level through implementation of mitigation measures Aes-3A through Aes-3E. This alternative would also result in the same less than significant impact to scenic vistas as the proposed project.

Air Quality: Compared to the proposed project, the Improved Emergency Access Alternative would result in a slight increase in the production of air emissions during construction, due to an increase in construction operations that would occur from construction of off-site emergency access roadway improvements. After construction, the Improved Emergency Access Alternative would result in the same operational emissions as the proposed project because it proposes the same number of residences. Similar to the proposed project, impacts related to ambient air quality standards and sensitive receptors would be significant and unavoidable, even with implementation of mitigation measures AQ-2A and AQ-2B. Although this alternative would result in slightly more construction-related emissions than the proposed project, the increase would be minimal and temporary in nature, and impacts related to consistency with regional plans and objectionable odors would be less than significant.

Biological Resources: The Improved Emergency Access Alternative would result in significant impacts related to sensitive plant and animal species, riparian habitats and sensitive vegetation communities, wetlands, and local policies and ordinances due to vegetation clearing that would be required during construction. Similar to the proposed

project, this alternative would result in a less than significant impact to wildlife corridors because the majority of the project site would remain undeveloped and would be adjacent to open space areas along the western, northern and eastern site boundaries. Compared to the proposed project, the Improved Emergency Access Alternative would result in increased impacts to biological resources because additional disturbance would occur from off-site emergency access route improvements. Although impacts to biological resources would be greater under this alternative, significant impacts to biological resources would be mitigated to a less than significant level with implementation of the mitigation measures identified for the proposed project.

Cultural Resources: Ground disturbance associated with construction of the Improved Emergency Access Alternative would result in significant impacts to historical resources, archaeological resources and paleontological resources. When compared to the proposed project, the Improved Emergency Access Alternative would result in greater potential impacts to cultural resources because more ground disturbance would occur from the off-site construction of emergency access routes. Similar to the proposed project, this alternative would result in a less than significant impact to human remains. Significant impacts to historical resources, archaeological resources and paleontological resources resulting from implementation of the Improved Emergency Access Alternative would be mitigated to a less than significant level with implementation of mitigation measures Cul-2A, Cul-4A, Cul-4B, and Cul-4C.

Geology and Soils: Although the Improved Emergency Access Alternative would result in greater construction and ground disturbance than the proposed project, impacts related to geology and soils would be similar to the proposed project because development would occur on similar geologic site conditions and would use similar construction techniques, such as grading, foundation and retaining wall construction. Therefore, impacts related to seismic-related hazards, soil erosion and topsoil loss, soil and slope instability and expansive soils for the Improved Emergency Access Alternative would be potentially significant, similar to the proposed project,. Implementation of mitigation measures Geo-1A, Geo-2A, Geo-3A, Geo-3B and Geo-4A would reduce geology and soils impacts to a level below significant.

Greenhouse Gas Emissions: When compared to the proposed project, the Improved Emergency Access Alternative would result in additional GHG emissions and hazards related to climate change because this alternative would involve additional use of heavy construction equipment during construction of the off-site emergency access roadway improvements. The Improved Emergency Access Alternative would result in the same operational emissions as the proposed project. Although the Improved Emergency Access Alternative would result in more GHG emissions that the proposed project, impacts related to GHG emissions and conflicts with applicable plans are anticipated to be reduced to below a level of significance with the same project design features identified for the proposed project. Similar to the proposed project, this alternative would expose the proposed project to potentially significant impacts associated with climate change hazards. Implementation of applicable mitigation measures identified for environmental topics in other sections of the EIR would reduce this impact to a less than significant level.

Hazards and Hazardous Materials: Compared to the proposed project, the Improved Emergency Access Alternative would result in similar less than significant impacts with regard to hazardous materials because similar types of construction and operational materials would be used under both scenarios. Also similar to the proposed project, the Improved Emergency Access Alternative would place structures and people in a location at risk of wildfire which would result in a significant impact. Implementation of mitigation measure Haz-3A would reduce this wildfire impact to a level below significant. The Improved Emergency Access Alternative would not result in a significant impact to emergency response plans and emergency access routes because off-site emergency access routes would be improved to meet City and County fire standards.

Hydrology and Water Quality: Similar to the proposed project, the Improved Emergency Access Alternative would construct an on-site drainage system to serve the proposed development that would ensure that impacts related to hydrology are reduced to less than significant. When compared to the proposed project, this alternative would result in increased impermeable surfaces, due to additional paving associated with the off-site emergency access routes improvements. Additional impermeable surfaces would increase the quantity of pollutants that could enter surface or groundwater from project runoff; however compliance with existing regulations would reduce this impact to below a level of significance.

Land Use and Planning: The Improved Emergency Access Alternative would require amendments to the San Dimas General Plan and Specific Plan No. 25 in order to be consistent with these plans. Further, this alternative proposes improvements to off-site emergency access roadways that would be subject to the applicable plans and policies of the County of Los Angeles and the City of Glendora, and may require additional amendments to relevant planning documents. Similar to the proposed project, upon approval of these amendments, no conflicts with applicable land use plans or policies would occur and this alternative would result in a less than significant impact.

Public Services: Because the increased residential population that would result from implementation of the Improved Emergency Access Alternative would be the same as the proposed project, demand for public services, including fire protection, police protection, school capacity, and park and trail facilities would be the same under this alternative. Therefore, the Improved Emergency Access Alternative would result in less than significant impacts related to fire protection, police protection, and school capacity. The Improved Emergency Access Alternative would also include the construction of a new equestrian trail and would result in the same significant park and trail impact as the proposed project. Implementation of mitigation measures Pub-4A, Pub-4B and applicable mitigation measures identified for other environmental topics in the EIR would reduce impacts related to parks and trails to below a level of significance.

Transportation and Traffic: The Improved Emergency Access Alternative would have the same public circulation system as the proposed project and would result in the same number of vehicle trips generated to and from the project site. Therefore, similar to the proposed project, this alternative would result in less than significant impacts associated with increases in traffic and alternative transportation plans and policies and potentially

significant impacts associated with hazardous design features. Implementation of mitigation measures Tra-2A and Tra-2B would reduce significant impacts related to transportation hazards to a level below significant. Unlike the proposed project, the Improved Emergency Access Alternative would improve one or more off-site emergency access roadways to City and/or County fire standards and would not result in a significant impact to emergency access. Therefore, the Improved Emergency Access Alternative would provide better emergency access conditions than the proposed project.

Utilities, Service Systems, and Energy: The increased residential population that would result from implementation of the Improved Emergency Access Alternative would be the same as that of the proposed project and demand for wastewater treatment, water or wastewater facilities, storm water facilities, water supply availability, landfill capacity and energy consumption would be the same as the proposed project. Therefore, the Improved Emergency Access Alternative would result in the same less than significant impacts associated with wastewater treatment, water supply availability and landfill capacity. Similar to the proposed project, the Improved Emergency Access Alternative would result in significant impacts related to the provision of new storm water, water, wastewater and energy facilities. Implementation of applicable mitigation measures identified in other environmental topic sections of the EIR would reduce impacts related to the construction of these utilities to a level below significance.

4. Summary

Compared to the proposed project, the Increased Emergency Access Alternative would result in fewer impacts to emergency response plans/evacuation routes and emergency access and similar impacts to visual character and quality; scenic vistas; lighting and glare; consistency with regional air quality plans; objectionable odors; wildlife movement corridors; human remains; exposure to seismic-related hazards; soil erosion or topsoil loss; soil and slope instability; expansive soils; hazardous materials; wildland fire hazards; drainage alteration, erosion and siltation; groundwater supply and recharge; flood hazards; conflicts with land use plans; fire protection; police protection; public schools; parks and trails; increases in traffic; transportation hazards; alternative transportation plans, policies and programs; wastewater treatment; new water or wastewater facilities; impacts from new storm water facilities; water supply availability; landfill capacity; and energy.

The Increased Emergency Access Alternative would result in potentially greater impacts to ambient air quality standards; sensitive receptors; special status plant species; special status wildlife species; riparian habitat or other sensitive natural communities; wetlands; local policies or ordinances protecting biological resources; historical resources; archaeological resources; paleontological resources; GHG emissions and conflicts with adopted plants; hazards related to climate change; and surface water quality.

The Improved Emergency Access Alternative would be consistent with all of the project objectives.

E. Environmentally Superior Alternative

An EIR is required to identify the environmentally superior alternative, which is the alternative having the potential for the fewest significant environmental impacts from among the range of reasonable alternatives that are evaluated. The No Project (No Build) Alternative would avoid all significant environmental impacts of the development under the proposed project. The absence of development under this alternative would reduce impacts associated with aesthetics, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, public services, transportation and traffic, and utilities, service systems and energy. However, while the No Project Alternative would minimize impacts to environmental resources, it would not meet any of the project objectives.

CEQA Guidelines Section 15126.6(e)(2) requires that the EIR shall identify another alternative as environmentally superior if the environmentally superior alternative is the No Project Alternative. The Development Configuration Alternative is identified as environmentally superior between the three alternatives which are not "no project" alternatives. The Development Configuration Alternative significantly reduces the amount of grading that would be required to develop the project site, which would reduce environmental impacts related to the following issues: aesthetics, air quality, greenhouse gas emissions, and hydrology and water quality. However, the remaining environmental impacts would be the same as the proposed project, including potentially significant and unavoidable impacts associated with aesthetics, air quality during construction, emergency response plans/evacuation routes, and emergency access.

The Development Configuration Alternative would meet all of the proposed project's objectives because the site plan would be essentially the same as the proposed project. Similar to the proposed project, Objectives 1, 2 and 3 would be met because this alternative would also require amendments to the San Dimas General Plan and Specific Plan No. 25. Objective 4 would be met by this alternative because it would occur on the same project site, which is located within a "Development Feasibility Area," as identified by General Plan Exhibit II-5.2. Objectives 5 and 6 would be met because this alternative would place development in areas that would reduce visual impacts and consolidate and increase open space. The Development Configuration Alternative would require a Fuel Management Plan and would meet Objective 7 by enhancing fire protection in the Northern Foothills. This alternative would also meet Objective 8 because development would be coordinated with the provision of infrastructure.

IX. FINDINGS REGARDING OTHER CEQA CONSIDERATIONS

A. Growth-Inducing Impacts of the Proposed Project

As required by the CEQA Guidelines, an EIR must include a discussion of the ways in which the proposed project could directly or indirectly foster economic development or population growth, or the construction of additional housing and how that growth would, in turn, affect the surrounding environment (CEQA Guidelines Section 15126.2[d]).

Growth can be induced in a number of ways, including the elimination of obstacles to growth, or through the stimulation of economic activity within the region. The discussion of the removal of obstacles to growth relates directly to the removal of infrastructure limitations or regulatory constraints that could result in growth unforeseen at the time of project approval. According to CEQA Guidelines Section 15126.2(d), "it must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment."

Population Growth: The proposed project would directly influence population in the city by providing 61 new single-family residences on the project site. According to the California Department of Finance, in 2010, there was an average of 2.91 persons per household within the city. Using this number, development of the proposed project would increase the city's population by approximately 178 persons. The project's population would increase the city's existing population of 36,946 persons (year 2010) to approximately 37,124, or by approximately one half of one percent. This population increase is relatively small and would not be likely to adversely impact the city or its services. The physical environmental impacts associated with the construction and operation of the proposed project are analyzed in the various environmental topic sections of the EIR.

Economic Growth: The proposed project involves private residential development and does not include any commercial or industrial development. Therefore, other than short-term residential construction, it would not directly generate jobs or economic activity. Based on a factor of 2.91 persons per dwelling unit, the 61-unit project would be expected to add approximately 178 residents to the city's population. The estimated new 178 residents that would be added on the project site would incrementally increase activity in nearby commercial establishments and may generate demand for such services as landscaping, gardening, and home cleaning and maintenance. However, the population that would be generated by the proposed project constitutes approximately one half of one percent of the 2010 population of San Dimas. Project residents would be expected to draw on existing retail and commercial services already available in the area rather than inducing new service providers to relocate to the area. As a result, no significant physical effects are anticipated to result from economic growth generated by the proposed project. However, the proposed project is expected to have minor beneficial economic effects on local retailers and service providers. The proposed project would provide upper-income households, which may attract business owners/executive officers that ultimately relocate their businesses to the city.

Removal of Obstacles: The proposed project does not meet other criteria for being considered growth inducing because it would not remove obstacles to growth or encourage growth through the provision of new and essential public services or access opportunities. Further, it would not result in the urbanization of land in a remote location, resulting in "leapfrog" development. The proposed project site is located in an area designated for residential development and located adjacent to developed areas that are served by existing electricity, water, sewer, storm drain, communications, roadways, and other infrastructures sized to accommodate or allow existing and planned future growth.

B. Significant Irreversible Environmental Effects

Section 15126.2(c) of the CEQA Guidelines requires a discussion of any significant irreversible environmental changes that would be caused by the proposed project. Specifically, Section 15126.2(c) states:

> "Uses of nonrenewable resources during the initial and continued phases of the project may be irreversible, since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project involves uses in which irreversible damage would result from any potential environmental accidents associated with the project; or
- The proposed consumption of resources is not justified (e.g., the project involves the wasteful use of energy).

Development of the proposed project would result in the commitment of the project site to residential uses. Restoration of the project site to pre-developed conditions would not be feasible given the degree of disturbance, the urbanization of the area, and the level of capital investment that would result from implementation of the proposed project.

Resources that would be permanently and continually consumed by implementation of the proposed project include water, electricity, natural gas, and fossil fuels; however, the amount and rate of consumption of these resources would not result in significant environmental impacts or the unnecessary, inefficient, or wasteful use of resources. Construction activities related to the proposed project, though previously analyzed, would result in the irretrievable commitment of nonrenewable energy resources, primarily in the form of fossil fuels (including fuel oil), natural gas, and gasoline for automobiles and construction equipment.

With respect to operational activities of the proposed project, compliance with all applicable building codes, as well as EIR mitigation measures, would ensure that all natural resources are conserved to the maximum extent practicable. It is also possible that new technologies or systems would emerge, or would become more cost-effective

or user-friendly, to further reduce the project reliance upon nonrenewable energy resources.

The CEQA Guidelines also require the EIR to include a discussion of the potential for irreversible environmental damage caused by an accident associated with the proposed project. However, development of the proposed project site with residential land uses would not involve the substantial use, transport, storage, or disposal of hazardous wastes. Everyday household hazardous wastes, such as cleaners, paints, and fertilizers would be used and disposed of in accordance with applicable regulations and laws. Therefore, the potential for the proposed project to cause significant irreversible environmental damage from an accident or upset of hazardous materials would be less than significant.

X. CERTIFICATION OF THE EIR

Pursuant to Public Resources Code § 21081 and State CEQA Guidelines § 15090, the City of San Dimas certifies that:

1. The EIR is an accurate and objective statement that fully complies with CEQA and the State CEQA Guidelines;

2. As the decision making body for the City, the EIR was presented to the City Council and the City Council reviewed it and considered the information in the EIR prior to approving the project; and

3. The EIR reflects the City Council's independent judgment and analysis.

The City of San Dimas further finds that no comments or responses to comments made during or after the review period for the EIR, and received prior to the adoption of these Findings, or made during any other public hearing on the project, rise to the level of significant new information requiring recirculation or additional environmental review pursuant to State CEQA Guidelines § 15088.5.

XI. FINDINGS REGARDING MITIGATION MONITORING AND REPORTING PROGRAM (CALIFORNIA PUBLIC RESOURCES CODE § 21081(d)).

As required by Public Resources Code § 21081.6, the City, in adopting these Findings, also adopts a Mitigation Monitoring and Reporting Program. The program is designed to ensure that, during the project, the City and all other responsible parties will comply with the mitigation measures adopted in these Findings. The City Council hereby finds that the Mitigation Monitoring and Reporting Program, which is incorporated herein by reference, meets the requirements of Public Resources Code § 21081.6.

XII. CUSTODIAN OF RECORDS (CALIFORNIA PUBLIC RESOURCES CODE § 21081(e)).

The location of the documents or other materials which constitute the record of proceedings upon which the City's decision is based is the City of San Dimas Community Development Department, 245 East Bonita Avenue, San Dimas, CA 91773. The custodian for such records is the Assistant City Manager for Community Development at the same address.

XIII. STAFF DIRECTION

City staff is directed to file a Notice of Determination with the County Clerk's office in the County of Los Angeles within five working days of final project approval.

EXHIBIT B
STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE BRASADA RESIDENTIAL PROJECT

Pursuant to CEQA Statue § 21081(b) and CEQA Guidelines § 15093
State Clearinghouse (SCH) No. 2010051020

The City of San Dimas ("City") hereby adopts the following Statement of Overriding Considerations for the Brasada Residential project ("project") pursuant to Public Resources Code (PRC) § 21081 and State CEQA Guidelines § 15093. The Final Environmental Impact Report ("EIR") for the project identifies significant environmental effects that would not be mitigated to below a level of significance and that would be allowed to occur as a result of project approval by the City Council. The City finds that, although potential project-related impacts have been avoided or substantially mitigated as described in the EIR and the Findings adopted by the City pursuant to State CEQA Guidelines § 15091, the project will have significant, unavoidable environmental impacts in the following areas: aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ emissions during construction), hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access).

The City, after balancing the specific economic, legal, social, technological or other benefits of the project, including considerations of the provision of employment opportunities, determines and finds that the unavoidable adverse environmental effects may be considered "acceptable" due to the following specific considerations. Through implementation of the project, the Brasada Residential development will result in the following benefits to areas surrounding the project site, including the Northern Foothills area and the City of San Dimas as a whole:

1) Employment Benefits

a) Construction-related Jobs. The construction of the Brasada Residential project would provide approximately [redacted] full-time and [redacted] part-time construction jobs over the 63-month (5.25-year) construction period.

2) Economic Benefits

a) Construction-related Revenues. The construction of the Brasada Residential project would generate revenue to the local economy and provide roughly $[redacted] in construction related revenue based on the AGA report (described below), which used estimated pad sizes on average of 25,028, estimated average home sizes of 5,000 square feet, and approximately $[redacted] of construction value per square foot. Additionally, roughly $[redacted] of project infrastructure revenue from construction of roads, debris basins, utilities and other features would make a contribution to the local economy.

b) Benefits to Local Businesses. The existing businesses (commercial, retail, entertainment) in the nearby communities of San Dimas and Glendora are

expected to benefit from the future residents living in the 61-unit residential development, who would be new consumers of goods and services in the area. A report prepared by Alfred Gobar Associates (AGA) dated November 29, 2010, included in the record for the project, is incorporated by reference as provided in CEQA Guidelines section 15150 and is available for public inspection at the Development Services Department of the City of San Dimas. The AGA report discussed the fiscal effects of the proposed project on the City both with respect to the anticipated revenues derived from the proposed project as well as the fiscal expenses anticipated as a result of the project. The AGA report assumed that all 61 lots would be sold and that 70% of the project would be built out within 10 year at an average home size of 5,000 square feet. The AGA report concluded based on data analyzed in the report that approximately [redacted]% of household income from residential units in the proposed project would be directed to taxable retail purchases in the City. The AGA report determined that per capita retail spending of persons residing at the project, estimated to be approximately $[redacted] per year, would be expected to significantly exceed the Southern California average of approximately $6,423 and the San Dimas average of approximately $7,807 per capita. The City determines that this project would therefore provide an additional source of revenue to the local community.

c) Property Tax Revenue. Implementation of the project is projected to create a roughly $[redacted] net increase in taxable property value after accounting for the current 2010 value of the undeveloped project site. The City of San Dimas anticipates to receive its share of property tax revenue at this location in the approximate amount of $[redacted] per year, according to the AGA report. Additionally, the City receives a portion of the ½ cent public safety tax pursuant to Proposition 172 to offset property tax shift losses. This supplemental tax is projected to add approximately $[redacted] per year, as projected in the AGA report.

d) Sales Tax Revenue. Future residents living in the proposed project will add to the sales tax base, which will generate revenue to the City's general fund. The AGA report concluded that spending habits for the demographic most likely to live in the proposed project would generate approximately $[redacted] per year in sales tax revenue for the City's general fund.

e) Subvention Funds. Certain state legislative and voter-approved programs (for instance gas tax allocation and regional transportation measures) provide revenue to the City and are generally appropriate to cities based on resident population. Residential populations also provide revenue to the City in the form of fees, fines, use charges, etc. The AGA report estimated per capita revenue from these sources. Based on the population of the project during the buildout scenario used as the baseline assumption, AGA concluded that the proposed project would generate approximately $[redacted] per year in per capita-based revenue.

3) Recreational Benefits

a) New Equestrian Trail and Trail Linkage. The project would provide new improved equestrian trails on the project site intended to facilitate future equestrian trail linkages in the Northern Foothills potentially linking to Horsethief Canyon Park and San Dimas Canyon County Regional Park. These may ultimately connect into the Angeles National Forest. These trails would be available for public use and would connect to existing and future trails in the area.

b) New Open Space Area. Initially, the Conceptual Lotting Plan attached to the Settlement Agreement contemplated the construction of homes and other structures in the upland area of the project site, some of which would have been on ridgelines visible from some areas of the City. The proposed project identified approximately 83 acres as a Lettered Lot I on the tentative map. It is identified for habitat conservation and/or open space uses. Upon approval of the project this property would be offered to the city or a third party conservancy for dedication as habitat conservation and/or open space. This parcel would remain open space in perpetuity, ensuring that, with some limited exceptions as agreed between the City and the applicant, no development would occur on the parcel, which constitutes approximately 30 percent of the project site. The 83-acre parcel is located on the upland portion of the project site, in the area that is visible from some areas of the community. Preservation of this 83-acre parcel, therefore, will not only provide for the protection of open space, but will also protect the views of a significant portion of the Northern Foothills from other areas in the City.

4) Public Service and Infrastructure Benefits

a) Improved Fire Access to the Northern Foothills. The project would enhance the fire protection in the Northern Foothills area as well as the developed portions of the City to the south, west and east of the project site through the development of new water systems, an approximately 500,000 gallon water storage tank, fire hydrants, paved access roads, brush clearances, drought tolerant plant palettes, turnouts, turnarounds, fuel modification zones, debris removal and maintenance, and an improved emergency access point. The proposed project would enhance access to the surrounding foothill areas and the existing motorways for emergency access by providing an emergency service access point from Cataract into these areas via the private roadway system that is proposed as part of the project. The proposed project would provide multiple double-turn arounds and hammerheads to permit access and circulation of emergency vehicles. Fire models indicate that Santa Ana wind-driven fire events would likely burn in a northeasterly to southwesterly direction (i.e., from the relatively unpopulated hills above San Dimas into populated areas). Providing improved access that can be utilized by emergency service providers and site improvements such as fuel modification and ignition resistant building standards will enhance the ability to access and defend the site and neighboring areas against fire events, according

to the Fire Protection Plan and analysis prepared by Scott Franklin and Jim Hunt in reports that are part of the administrative record.

b) Improved Drainage. A deficient drainage condition currently exists at the northern terminus of Cataract Avenue, downstream from the mouth of Schuler Canyon. This results in localized flooding during large storm events, often on an annual basis. The project would install a detention/debris basin that would correct this off-site flooding condition by detaining storm flows and not allowing flows to drain unimpeded onto Cataract Avenue, as is currently the case. The existing flooding condition at this location would be significantly improved with implementation of the project.

5) Sustainability Benefits

a) Green Design. The Brasada Residential project would incorporate sustainable and green project design features which could help offset climate change impacts, including: electric vehicle (EV) hookup on all homes; roof structures designed so that PV solar panels could be installed by a homeowner on homes as appropriate; roof structures that comply with "cool roof" standards; energy-reducing shading mechanisms for windows, porches, patios and walkway overhangs; Energy Star rated appliances; and energy efficient lighting in street lamps and other lighting systems in the common areas. In total, the development would exceed Title 24 standards by 10 percent or more.

b) Protection of Open Space. The proposed project would consolidate, preserve and increase opportunities for open space by allowing clustered development, two-story structures, and smaller lot sizes and identifying "no build areas" on residential lots, which would result in limiting impacts affecting the 273-acre site to only 80-acres that would be permanently developed, or approximately 29 percent of the total project site.

6) Ridgeline Preservation Benefits

a) No Ridgeline Development. The 83-acre open space parcel is located in the upland area of the project site. Providing open space in perpetuity in this area would prevent ridgeline development and assist in preserving the visual character of the area.

b) Less Visual Obtrusiveness. The Brasada Residential Project would construct most of the residential lots in a lower-lying valley that is situated in the central-western portion of the project site, which would reduce visual impacts. Further, portions of the project site are positioned upon a topographic feature that consists of a relatively flat hanging bench that is somewhat higher than the rest of the City and thus out of view from many portions of the valley floor. The design of the project would limit impacts to views of the Northern Foothills from other areas of the City.

7) Resolution of Dispute

a) The City and the applicant for the project have been involved in a longstanding dispute over the development of the project site. The dispute involved litigation and the entering of a Settlement Agreement and Release in 2004. The approval of the General Plan Amendment, Specific Plan No. 25 Amendment, the TTM 70583, and the Development Agreement resolve the dispute as set forth in the Settlement Agreement between the City and the applicant for the project.

b) The City finds that there is substantial evidence in the administrative record of benefits to employment, economic, recreational, public service and infrastructure, sustainability and ridgeline preservation which would directly result from approval and implementation of the project. The City of San Dimas finds that the need for these benefits specifically override the impacts of the project on aesthetics (visual character and quality), air quality (PM_{10} and $PM_{2.5}$ during construction), hazards and hazardous materials (emergency response plans and routes) and transportation and traffic (emergency access) and thus the adverse effects of the project are considered acceptable.

EXHIBIT C
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) was formulated based on the findings of the Final Program Environmental Impact Report (EIR) for the proposed Brasada Residential Project. The MMRP is in compliance with Section 15097 of the State CEQA Guidelines, which requires that the Lead Agency "adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The MMRP lists the project design features and mitigation measures identified in the Final EIR and defines the mitigation monitoring and reporting requirements for each feature or measure.

Table 1 presents the project design features and mitigation measures identified for the proposed project. Project design features are not mitigation measures, rather they are features of the project that the applicant has committed to implementing which would reduce or avoid one or more potentially significant impacts of the project. By including the project design features in the MMRP, the City is assured of their implementation. Without such an assurance, additional significant impacts may result from the project. Each project design feature is identified with the letters PDF and numbered sequentially beginning with PDF-1. The mitigation measures listed in Table 1 are measures specifically identified to reduce or avoid the potentially significant impacts resulting from implementation of the proposed project. Each mitigation measure is identified by the first three letters of the topical section to which it pertains, followed by a hyphen and impact number and letter, which indicate the order that the mitigation measure is listed in the topical section's impact analysis. For example, mitigation measure ***Aes-1A*** is the first mitigation measure identified under Issue 1 in the Aesthetics section of the EIR.

The first column of Table 1 provides the project features or mitigation measures identified in the Final EIR. The column entitled "Party Responsible for Implementing Action" identifies the party responsible for carrying out the required action. The columns entitled "Party Responsible for Monitoring" and "Timing" identify the party ultimately responsible for ensuring that the mitigation measure is implemented, and the approximate timeframe for the oversight agency to ensure implementation of the mitigation measure.

Table 1. Brasada Residential Project Mitigation Monitoring and Reporting Program Summary

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Project Design Features			
PDF -1 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that operation of each onsite residence would exceed Title 24 standards by 10 percent or more.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-2 Prior to the approval of the final tract map, the proposed roadway network shall be designed to avoid skewed intersections to the satisfaction of the City Engineer. All intersections shall be right angles. A median strip and a turnaround shall be provided at the entrance to the project for a community mail pickup structure. The roadway network shall curve throughout the site and shall be subject to elevation changes, which will also help to calm traffic. Due to the steep topography of the site and the narrow width of the project roadways, no sidewalks or designated bike lines shall be provided on the project site.	Project Applicant	City Engineer	Prior to approval of final tract map
PDF-3 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that neighborhood electric vehicles (an electric vehicle with a maximum speed of 25 mph) shall be allowed on all project roadways.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-4 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that each home includes an electric vehicle (EV) hookup and has space to recharge small equipment.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-5 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that roofs on all non-accessory buildings are designed to comply with "cool roof" standards. Heat reflective materials shall be applied under roof shingles. Material colors for concrete shingles shall be part of the architectural guidelines for the HOA.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-6 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that all appliances installed by the developer are Energy Star rated appliances.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
PDF-7 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing shading mechanisms are installed on windows, porches, patios and walkway overhangs where appropriate to maximize shade in the summer and maximize solar access to walls and windows in the winter.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-8 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing programmable thermostats, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings shall be installed in all homes.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-9 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that skylights will be installed in homes wherever feasible, provided the privacy of residents is adequately maintained.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-10 Prior to issuance of a grading permit, the project applicant shall demonstrate to the satisfaction of the Community Development Director that approximately 30 percent of homes developed on the project site shall be oriented to face north or south.	Project Applicant	Community Development Department	Prior to issuance of a grading permit
PDF-11 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that insulation will be installed in exterior walls and ceilings, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-12 Prior to the issuance of a grading permit, the architectural guidelines for the homeowner's association (HOA) shall identify a requirement for exterior electrical outlets and a location for recharging the electrical equipment necessary for maintenance of homeowner's association (HOA) landscaping.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-13 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that every residence is supplied with a bin for trash, a bin for recyclables, and a bin for green waste.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
PDF-14 Prior to the issuance of a grading permit, the homeowner's association (HOA) Covenants, Conditions and Restrictions (CC&Rs) shall require that all landscaping on the project site comply with the City's Water Efficient Landscape Ordinance. Compliance shall be required for all residential lots and public spaces, even if a particular lot does not meet the minimum of 2,500 square feet of landscaped space. The HOA CC&Rs shall include guidelines to encourage homeowners to orient homes to take advantage of natural heating and cooling elements. The guidelines shall allow gardens that are properly maintained or screened to prevent pests.	Project Applicant or HOA	Community Development Department	Prior to issuance of a grading permit
PDF-15 Prior to issuance of a building permit, all residential property owners shall demonstrate to the satisfaction of the Community Development Director that only low water use appliances, such as Energy Star appliances and power flush toilets, are installed.	Project Applicant or Residential Property Owner	Community Development Department	Prior to issuance of a building permit
PDF-16 Prior to issuance of a grading permit, the construction contractor shall demonstrate to the satisfaction of the Community Development Director that the construction fleet meets or exceeds then current ARB standards.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-17 Prior to issuance of a grading permit, the construction contractor shall demonstrate to the satisfaction of the Community Development Director that electric or natural gas-powered construction equipment shall be used in lieu of gasoline or diesel-powered engines, where feasible.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-18 Prior to issuance of a grading permit, the construction contractor shall demonstrate that locally-made building materials shall be used for project construction and associated infrastructure when appropriate materials are available and economically feasible.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-19 Prior to issuance of a grading permit, the construction contractor shall demonstrate that the proposed project complies with the Tier 2 provisions of the California Green Building Code requiring recycling/reuse of construction and demolition debris.	Construction Contractor	Community Development Department	Prior to issuance of a grading permit
PDF-20 Prior to issuance of a building permit, the construction contractor shall demonstrate that building materials shall be resource efficient, recycled, have long life cycles and manufactured in an environmentally friendly way, to the extent feasible.	Construction Contractor	Community Development Department	Prior to issuance of a building permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Aesthetics			
Aes-1A Prior to tract map recordation approval, the applicant shall submit architectural guidelines to the City for review and approval. The purpose of the architectural guidelines shall be: i. To provide the City with the assurance that the proposed project will develop in accordance with the City's architectural standards for a residential development, as set forth in Section 18.542.500 et seq. of Specific Plan No. 25; ii. To provide guidance to builders, residents, engineers, architects, landscape architects, and other design professionals in order to comply with the City's architectural standards; iii. To provide guidance to the City's Development Plan Review Board, Planning Commission and the City Council in the subsequent review of plans. The architecture of the structures on the proposed project shall conform to the architectural guidelines, which will be made part of the Covenants, Conditions and Restrictions (CC&Rs) for the proposed residential development. Architectural review and approval by the Homeowners Association shall precede any review and approval by the City's Development Plan Review Board.	Project Applicant	Community Development Department	During project design phase and prior to approval of final tract map
Aes-3A Lighting for all future development proposals in the Northern Foothills area shall be designed in accordance with all applicable lighting criteria for Visual Intrusiveness for New Development identified in the Northern Foothills Development and Infrastructure Study.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3B Exterior lighting for buildings shall be the minimum necessary to provide for safety for pedestrians and other non-vehicular uses around the primary building on a parcel. Landscaping shall be used to reduce the long-range visibility of night lighting.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3C Proper lighting techniques to direct light on site and away from other properties, as determined by the City of San Dimas, shall be required to reduce light and glare (including directional lighting).	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Aes-3D Windows with highly reflective treatments shall be avoided and windows shall be located as to avoid highly reflective sun orientations to surrounding properties.	Project Applicant	Community Development Department	During the project design phase and plan check reviews

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Aes-3E Solar panels, solar water heaters, and other roof-mounted structures proposed or required as part of the development shall be non-reflective and non-glare in their appearance, and shall be designed and installed to blend in with overall roof appearances to the greatest extent feasible.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Air Quality			
AQ-2A **Construction Best Management Practices**. During all grading activities for the proposed project, the project applicant shall ensure implementation of the following best management practices (BMPs) to reduce the emissions of NO_x and fugitive dust (PM_{10} to $PM_{2.5}$). Prior to issuance of a grading permit, the City Engineer shall verify that these BMPs are specified on the grading plan. i. No more than five acres of land shall be disturbed per day. ii. All grading equipment shall be EPA rated Tier 2 or above, shall use aqueous diesel fuel, shall be fitted with a diesel oxidation catalyst that reduces emissions of NO_x by at least 20 percent, and shall be outfitted with BACT devices certified by CARB. Any construction control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. A copy of each unit's certified tier inspection, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment. iii. When feasible, construction equipment shall be powered using electricity rather than diesel or gasoline powered generators. iv. All vehicles and equipment shall be properly tuned and maintained according to the manufacturers' specifications. v. All exposed soil areas shall be watered a minimum of three times per day, or as allowed under any imposed drought restrictions. On windy days or when fugitive dust can be observed leaving the construction site, additional water shall be applied at a frequency to be determined by the on-site construction superintendent. vi. Graded areas on slopes shall be provided with temporary hydroseeding and areas with cleared vegetation and graded slopes shall be irrigated as soon as possible following grading activities in areas that will remain in disturbed condition (but will not be subject to further construction activities) for a period greater than five days	Project Applicant or Construction Contractor	City Engineer	Prior to issuance of grading permit and during grading activities

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
during the construction phase.			
vii. All transported material shall be securely covered to prevent fugitive dust.			
viii. All vehicles on the construction site shall be operated at speeds less than 15 miles per hour.			
ix. All diesel trucks shall be prohibited from idling in excess of five minutes, both on-site and off-site.			
x. All non-paved haul roads, parking, and staging areas shall be watered at least three times per day.			
xi. All stockpiles that will not be utilized within three days shall be covered with plastic or equivalent material, to be determined by the on-site construction contractor, or they shall be sprayed with a non-toxic chemical stabilizer.			
xii. Soil stabilizers shall be applied to any disturbed area that is to remain inactive for more than five consecutive days. For prolonged periods of inactivity, re-application of soil stabilizer shall be conducted as appropriate to eliminate visible dust from leaving the site.			
xiii. Ground cover in disturbed areas shall be replaced within 30 days of the completion of construction activities. Dust suppression shall be required for all disturbed areas where ground cover has not yet been re-established.			
xiv. All soil/debris/fill materials being loaded or unloaded at the site shall be watered down sufficiently within 15 minutes of its loading/unloading. The materials shall be saturated to the point where no visible dust plumes are generated during loading/unloading activities.			
xv. Install wheel washers where vehicles enter and exit the construction site onto paved roads or wash off trucks and any equipment prior to leaving the site.			
xvi. Suspend all excavating and grading operations when wind speeds (as instantaneous gusts) exceed 25 miles per hour.			
xvii. Sweep streets at the end of the day if visible soil is carried onto adjacent public paved roads. If feasible, use water sweepers with reclaimed water.			
xviii. Appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM_{10} generation.			

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
xix. Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow. xx. Construction activities that have the potential to affect traffic flow off-site shall be scheduled during off-peak traffic hours to the extent practicable.			
AQ-2B During all grading activities for the proposed project, the on-site construction superintendent shall ensure that no unpaved haul roads are utilized on the project site. All unpaved haul roads shall be paved prior to use. The unpaved road shall be watered twice daily prior to paving.	Construction Contractor	Community Development Department	Prior to issuance of the grading permit and during grading activities
Biological Resources			
Bio-1A To prevent impacts to thread-leaved brodiaea, the following shall occur: i. Prior to grading, an informal consultation with the USFWS, the CDFG, and a biologist provided by the applicant and approved by the City on the issue of critical habitat for the thread-leaved brodiaea shall occur. If determined by the USFWS or CDFG that proposed project impacts would not threaten the long-term survivability of the thread-leaved brodiaea species, no further mitigation shall be required. If determined by the USFWS or CDFG that proposed project impacts would threaten the long-term survivability of the thread-leaved brodiaea species, avoidance, to the extent possible, of the on-site critical habitat areas shall be required. ii. If thread-leaved brodiaea is observed within the proposed development area prior to project construction, one of the following measures shall be required, as approved by USFWS and CDFG: a. Land shall be purchased in an approved mitigation bank to off-set the loss of this species; or b. A plan shall be developed to relocate the plants and soils to a portion of the preserved project site with adequate light, water and suitable vegetation. Relocation may occur either on a large or small scale, dependent upon the population, but shall include a minimum of 12 inches of soil in both depth and a 12 inch surface radius from the plants to provide the necessary soils for the survival and perpetuation of the species.	Project Biologist	Community Development Department/ USFWS/ CDFG	Prior to issuance of grading permit and project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-1B Prior to the start of project construction, the on-site construction superintendent and a City-approved biologist provided by the applicant shall ensure the following measures are in place: i. Work areas shall be fenced with highly visible fencing (e.g., orange construction fencing) to ensure impacts do not occur outside of the project footprint identified in the project grading plan. Fencing locations shall be approved by a qualified City-approved biologist and verified in the field. ii. A City-approved biologist shall conduct a preconstruction education program to be held on site, prior to the beginning of any vegetation or earth-disturbing activities. This education program shall be designed to acquaint project construction personnel and equipment operators with the natural resources in the area and to inform them of the need to comply with avoidance and minimization measures.	Construction Contractor/ Project Biologist	Community Development Department	Prior to issuance of grading permit and project construction
Bio-1C During project construction, the construction superintendent and a City-approved biologist shall ensure the following measures are in place: i. Signage shall be placed at the employee parking area, at the equipment office and staging area, and at other points of high visibility instructing construction personnel to remain within the fenced project footprint, to park in designated areas, and not to enter the surrounding natural vegetation areas for rest or lunch periods. ii. Staging areas shall be placed in unvegetated areas within the development footprint. iii. Employee parking and rest/lunch/break periods shall occur in designated locations within the development footprint. No take of additional habitat or communities shall occur for these purposes. iv. A biological mitigation monitor shall be present during vegetation clearing to ensure proper placement and compliance with conditions of approval and the regulatory permits for the project. A mitigation monitor shall make periodic visits to the project site during the construction program to ensure that the avoidance and minimization measures are maintained and in compliance. Monthly, Quarterly and Annual reports shall be issued by the biological monitor to the project applicant indicating compliance. All reports shall be compiled into a final report at the end of the earth moving phase of the construction program. Annual reports shall include percent survival, percent cover of native and non-native species, tree height of select species, overall site condition and required corrective measures to bring the mitigation program into compliance. Corrective measures shall include	Construction Contractor/ Project Biologist	Community Development Department	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
instructions on weeding, replacement of container materials, reseeding, increased or decreased watering and other measures as determined necessary by the project biologist. v. Proper use and disposal of oil, gasoline, diesel fuel, antifreeze and other toxic substances shall be enforced. vi. All heavy equipment shall be washed prior to bringing it onto the project site. vii. All refuse created or brought on site by construction personnel or contractors must be placed in covered containers, removed from the site daily and disposed of at an appropriate disposal site. viii. Active construction areas shall be watered as needed to control dust and minimize effects to adjacent habitat. ix. Crushing and mulching of plant communities with greater than 10 percent weedy annual species shall not occur and any areas/topsoil suitable for crushing, mulching and transplanting shall be selected by the project biologist prior to vegetation disturbance on the property.			
Bio-1D To prevent indirect impacts from invasive species, no plant species listed on the California Exotic Pest Plant Council's List of Most Invasive Wildland Pest Plants or the Angeles National Forest's List of Invasive Species shall be used in the project landscaping or revegetation.	Project Applicant	Community Development Department	During the project design phase and plan check reviews
Bio-1E Herbicides and pesticides shall not be applied in such a way as to allow overspray or runoff to enter and damage adjacent habitat. The project's Covenants, Conditions and Restrictions (CC&R) and homeowners association (HOA) guidelines shall educate and inform future homeowners of these requirements. Ordinary runoff from landscaped areas shall be treated through the project's water quality/debris detention basins prior to discharge. The detention basins shall be designed with the storage time necessary to allow for pollutant removal.	Project Applicant	Community Development Department/ City Engineer	During the project design phase and plan check reviews
Bio-1F The HOA guidelines and the CC&Rs shall prevent intrusion by limiting resident use to the development footprint and approved multi-use trails in the area. Informational signs at the edge of the development shall inform residents that recreational activities are restricted to the existing trails and roadways and warn them not to stray into native habitat or allow domestic animals to enter open space habitat. Horseback riding shall be limited to the designated trail system and cross country riding shall not be allowed.	Project Applicant	Community Development Department	Prior to issuance of Certificate of Occupancy

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-2A To prevent impacts to nesting raptors, the on-site construction superintendant and a City-approved biologist shall enforce the following: i. All phases of construction, including mass grading and house construction, shall avoid the raptor nesting season (February 1 through August 31) for any raptor species identified in the Migratory Bird Treaty Act and California Department of Fish and Game Code. ii. If construction cannot avoid the raptor nesting season, a pre-construction survey for nesting raptors, including the burrowing owl, shall be conducted prior to any site disturbance or vegetation removal on the project site. This survey shall be conducted within 72 hours prior to the start of construction. iii. In the event that a fully protected species is found to be nesting on the project site, all work in the area shall stop and a consultation with the regulatory agencies shall occur. If nesting raptors, or any migratory bird regulated under the Migratory Bird Treaty Act, are present within or immediately adjacent to the proposed project development footprint, the following shall be required, as approved by the regulatory agencies: a. Temporary avoidance of nests/shrubs/trees/area including the provision of a suitable buffer (300 to 500 linear feet for raptors, 25-500 linear feet for other species as determined by the City-approved biologist) shall be required until such time as the biologist has verified that the young have fledged or the nest has otherwise become inactive and passive relocation (removal of the tree and nest after abandoned) may occur; b. Avoidance of the nest and permanent preservation of the area; or c. Development of an approved alternative nesting site (after the nest is determined to be no longer active).	Construction Contractor/ Project Biologist	Community Development Department	During project construction
Bio-2B During construction, lighting shall be limited to daylight hours and directed towards equipment and away from natural areas. Upon project completion and operation, all installed exterior residential lighting shall be directed away from natural areas toward patios, gardens, driveways, recreational sites, residential structures, garages, or outbuildings so as to prevent spill-over into adjacent natural areas.	Construction Contractor/ Project Applicant	Community Development Department	During project construction and prior to issuance of Certificate of Occupancy
Bio-2C Prior to project construction, a preconstruction clearance survey for burrowing owl shall be conducted by a City-approved biologist in compliance with the CDFG's burrowing owl project clearance protocol.	Project Biologist	Community Development Department/ CDFG	Prior to the issuance of a grading permit and project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-3A To mitigate impacts to coastal sage scrub, the on-site construction superintendant and a City-approved biologist shall ensure that following measures are implemented: i. Coastal sage scrub (CSS) shall be revegetated at a ratio of 2:1, revegetation for CSS and native species integrades (i.e. CSS/chaparral or CSS/elderberry scrub) shall occur at a 1:1 ratio and revegetation for CSS and non-native grasslands/ruderals shall occur at a 0.5:1 ratio. ii. CSS or CSS communities shall be mitigated through the following methods, as approved by the regulatory agencies: a. On-site as restoration of non-native or disturbed/developed areas within avoided and preserved sections of the project; b. On-site as enhancement of CSS/non-native communities; c. Off-site within approved mitigation bank(s) or off-site within other property(ies) (i.e. restoration/enhancement programs) available at the time of grading; or d. A combination of the above. iii. Revegetation shall be implemented in stages. The initial stage shall begin during site grubbing and shall consist of crushing/mulching scrub within areas to be graded with a dozer. The crushed/ mulched material along with the top four to six inches (10 to 15 cm) of topsoil shall then be removed in one operation with a loader or dozer and stockpiled nearby as directed by the biologist. Soil stockpiles shall be stored at depths no greater than seven feet (2 m) until revegetation sites are prepared and shall be maintained free of contamination (storage depths may require adjustment based upon length of storage). Stockpiles shall be stored no longer than six months. Once a restoration site is prepared the stockpiled soil shall be spread to a depth of approximately one foot (30 cm). Appropriate scrub container stock shall be incorporated into the revegetation areas as outlined in the detailed mitigation/ restoration plan to be developed by the biologist. In addition, container stock consisting of native bunchgrasses shall be incorporated into the planting. The redistributed material, along with the container stock, shall be watered by a temporary irrigation system until established, as determined by the biologist.	Construction Contractor/ Project Biologist	Community Development Department	During project grading and construction and upon completion of project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
iv. Crushed plant material and soil to be stockpiled shall be obtained from various locations on site. Areas to be revegetated shall be determined by the City-approved biologist based upon such factors as the configuration of the cut and/or fill slopes and proximity to areas of intact scrub communities. v. The timing of the stockpiling of plant material and topsoil shall be dictated by the grading/construction schedule. Reintroduction of stockpiled material to revegetation sites shall be conducted between September 1 and November 30. Container stock shall be planted during the same time period. vi. Performance standards shall be developed by the City-approved biologist and apply for the revegetation of coastal sage scrub. Generally these standards include 75 percent coverage by redistributed vegetative materials, seeded species, and container stock (whichever of the three or combination is used) at the end of five years. In addition, if a 50 percent survival rate has not been achieved, replanting with appropriate size container stock necessary to achieve this standard shall be performed. vii. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies, but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than ten percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While success is difficult to judge in the first three years due to naturally slow growth rates, and success in these years is related primarily to adequate weeding programs and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) will be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover. If success standards are not met, remedial measures, including hand seeding, hydroseeding, or introduction of additional container stock shall be implemented as directed by City staff and the biologist.			
Bio-3B The City-approved project biologist, provided by the applicant, in coordination with the regulatory agencies, shall determine the best on-site area to be utilized for restoration and enhancement. Selection of specific on or off-site mitigation locations shall be based on an analysis of the availability of space, water, and accessibility as well as appropriate soils and topography. Mitigation areas shall not be placed in areas which are so remote or topographically challenging that maintenance crews cannot reasonably access the area and or provide for the stated success criteria. The final	Project Biologist	Community Development Department/ CDFG/ USFWS/ ACOE	Prior to issuance of grading permit, prior to project construction, and during project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
decision for the placement of mitigation (on or off-site) shall be made by the project biologist in consultation with the City and appropriate regulatory agencies and shall be based on a reasonable expectation of success, but in no event shall the ratios fall below those ratios stated above in mitigation measures Bio-3A, Bio-4B and Bio-6A. The biologist shall supervise the installation and establishment of any on-site habitat mitigation area to insure that indirect impacts do not occur to nesting or regulated species within the avoided area of the project or within conservation areas.			
Bio-4A Impacts to wetlands and/or riparian habitats shall be mitigated as part of the mitigation required for any CDFG Section 1600 Streambed Alteration Agreement and/or ACOE 404 Permit that may be processed for future development projects. As part of the permit/ agreement, a conceptual streambed/riparian related mitigation plan shall be developed. The objective of the mitigation is to ensure that there is no net loss of habitat values from the project. The mixed willow riparian forest and coast live oak riparian forest are vegetation types that would be impacted by future development projects within the project area and shall require permitting. The mitigation plan for impacts to these communities shall include the following elements: i. Responsibilities and qualifications of the personnel to implement/supervise the plan; ii. Plant material and seed mixes; iii. Site preparation and planting implementation; iv. Performance criteria; v. Monitoring and maintenance plan; vi. Long-term preservation of the site; vii. Agency coordination; and viii. Construction document preparation.	Project Biologist	Community Development Department/ CDFG/ ACOE	Prior to issuance of a grading permit
Bio-4B As approved by the regulatory agencies, prior to project construction mitigation for project impacts to all jurisdictional drainages/streambeds and "waters of the U.S." shall occur: i. On-site as restoration within avoided and preserved areas of the project site; ii. On-site as enhancement of native communities; iii. Off-site within approved mitigation bank(s); iv. Off-site within other properties (i.e. restoration/enhancement programs) available at the time of grading; or v. A combination of the above.	Project Biologist	Community Development Department/ CDFG/ USFWS/ ACOE	Prior to project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-4C Ratios for wetland/riparian jurisdictional drainages shall occur at a 2:1 ratio as measured from streambed top of bank to opposite top of bank, or bed and bank to bed and bank. Riparian or wetland trees shall be mitigated on a 2:1 ratio under the mature significant tree mitigation program as discussed in Bio-6A. Unvegetated or upland vegetated drainages shall be mitigated at a 1:1 basis and temporary drainage impacts shall be mitigated at a 0.5:1 ratio. Success criteria for any on-site mitigation or enhancement shall be finalized in the mitigation plan after consultation with the regulatory agencies but shall include no less than a 40 percent survival rate of container plants and a non-native or weedy species component of not more than 10 percent after five years as judged by data collected at permanent transect locations, and reported annually in mitigation monitoring reports. While native tree success is difficult to judge in the first three years due to naturally slow growth rates and success in these years is related primarily to adequate weeding and watering programs, reasonable progress should be reported in the fourth and fifth year. Thereafter, whole year(s) shall be added to the monitoring program until such time as the program meets the success criteria of 50 percent survival and no more than 10 percent weed cover.	Project Biologist	Community Development Department	Prior to project construction and upon completion of project construction
Bio-4D During project construction, the construction superintendent and a City-approved biologist shall ensure that the following measures are implemented: i. No unauthorized activity shall occur in drainages. ii. The project applicant shall employ all standard best management practices to ensure that toxic materials, silt, debris, or excessive erosion do not enter waters of the United States during project construction. The use of silt fencing and other measures shall be required adjacent to any protected (jurisdictional) drainage. iii. Staging areas shall be placed in such a way as to prevent contaminated runoff into waters of the U.S.	Construction Contractor/ Project Biologist	Community Development Department	During project construction
Bio-4E Invasive species shall be removed from the drainage areas, including any eucalyptus or pepper tree species that are within a drainage system, or that is in a tributary area to a drainage.	Project Biologist	Community Development Department	During project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Bio-6A To off-set impacts to on-site mature significant trees, the construction superintendant and a City-approved biologist shall ensure implementation of the following measures: i. A minimum of two 15-gallon native trees shall be planted on site as a replacement for every one mature and significant tree removed. Trees shall be replaced within landscaped areas of the project, within avoided open space areas where natural water is available or within preserved mitigation areas for impacts to jurisdictional drainages. ii. The landscape architect/designer for the project shall design replacement trees into landscape plans which shall be subject to review by the City. iii. Planting specifications shall consider the following: a. The newly planted trees shall be planted high, as much as 0.75 foot above the new adjacent grade. b. Amend the backfill soil with wood shavings. However, it is not recommended when existing soil is high in natural organic matter with a sandy loam texture. c. In regard to the need of planting amendments and drainage systems, recommendations shall be based on soil tests on the project site and approved by the City. iv. Any City-approved work within the driplines of saved trees, including branch removal or any modification necessary to comply with fuel modification requirements, shall be under the inspection of a qualified arborist. v. Copies of the "Tree Report," the Mature Tree Preservation Ordinance and the City-approved grading plans shall be maintained on site during all site construction. vi. Impacts to mature trees shall be monitored by a project biologist and shall be counted and compared to the pre-project tree inventory. The project biologist shall verify the number of replacement trees and this number shall be reported in a mitigation monitoring report. The success criteria for mature trees shall be fully developed in the mitigation monitoring plan, but shall include survival standards of not less than 50 percent after 5 years and not more than a 10 percent weedy species cover in the mitigation/landscape areas.	Construction Contractor/ Project Biologist	Community Development Department	During the project design phase, during project construction, and upon completion of project construction

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Cultural and Paleontological Resources			
Cul-2A Prior to land clearing, grading, excavation, or project-related land development activities, the project applicant shall retain a qualified archaeologist (and, if necessary, a culturally-affiliated Native American) to monitor these activities. Project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event of an unexpected archeological discovery during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the archaeological find. A qualified archaeologist shall oversee the evaluation and recovery of archaeological resources, in accordance with the procedures below, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the archaeological find. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring. If the archaeological discovery is determined to be significant, the archaeologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures: i. Perform appropriate technical analyses; ii. File any resulting reports with the South Central Coastal Information Center; and iii. Provide the recovered materials to an appropriate repository for curation, in consultation with a culturally-affiliated Native American, as applicable. Should the qualified archaeologist determine that there are no cultural resources within the impacted areas or should the sensitivity be reduced to low during monitoring, all monitoring should cease.	Project Archaeologist	Community Development Department	Prior to issuance of grading permit and during grading and excavation activities
Cul-4A Prior to grading or excavation that would excavate sedimentary rock material other than topsoil and within those areas underlain by the Puente Formation, the project applicant shall retain a qualified paleontologist to monitor these activities. The project applicant shall provide documentation to the City of San Dimas that all necessary monitors have been retained. In the event fossils are discovered during grading, the on-site construction supervisor shall be notified and shall redirect work away from the location of the discovery. The recommendations of the paleontologist shall be implemented with respect to the evaluation and recovery of fossils, in accordance with mitigation measures Cul-4B and Cul-4C, after which the on-site construction supervisor shall be notified and shall direct work to continue in the location of the fossil discovery. A record of monitoring activity shall be submitted to the City of San Dimas at the end of monitoring.	Project Applicant/ Project Paleontologist	Community Development Department	Prior to the issuance of grading permit and during grading and excavation activities

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Should the qualified paleontologist determine that there are no fossil resources within the impacted areas, that the lithology of the geologic unit is not conducive to the preservation of fossil resources, or should the sensitivity level be reduced to low during monitoring, all monitoring should cease.			
Cul-4B If the fossils are determined to be significant, then mitigation measure Cul-4C shall be implemented.	Project Paleontologist	Community Development Department	During grading and excavation activities
Cul-4C For significant fossils as determined by mitigation measure Cul-4B, the paleontologist shall prepare and implement a data recovery plan. The plan shall include, but not be limited to, the following measures: i. The paleontologist shall ensure that all significant fossils collected are cleaned, identified, catalogued, and permanently curated with an appropriate institution with a research interest in the materials; ii. The paleontologist shall ensure that specialty studies are completed, as appropriate, for any significant fossil collected; and iii. The paleontologist shall ensure that curation of fossils are completed in consultation with the City of San Dimas. A letter of acceptance from the curation institution shall be submitted to the City of San Dimas.	Project Paleontologist	Community Development Department	During grading and excavation activities
Geology and Soils			
Geo-1A Prior to the issuance of a grading permit, the applicant shall demonstrate, to the satisfaction of the City of San Dimas City Engineer, implementation of all mitigation measures provided in the Geotechnical Investigation prepared for the proposed project site: Geotechnical Investigation Tentative Tract No. 70583 by CHJ Incorporated dated July 13, 2010. Mitigation measures shall be implemented to reduce the following potentially significant geologic conditions to a less than significant level: seismicity and groundshaking, slope stability, debris flow, erosion, expansive and corrosive soils, and settlement of exiting fill and proposed deep fill. Mitigation measures may include, but not be limited to, the following: seismic design considerations; general site grading; initial site preparation; removal and re-compaction of existing soils; preparation of fill areas; preparation of footing areas; compacted fills; oversized material; slope construction; slope creep; slope protection; subdrains; settlement monitoring; foundation design; post-tensioned slab foundations; slabs-on-grade; expansive soils; concrete flatwork; lateral loading; earth pressures; seismic earth pressure; trench excavation; trench bedding and backfills; shoring design parameters; potential erosion; chemical/corrosivity testing; and construction observation.	Project Applicant/ Construction Contractor	City Engineer	Prior to issuance of grading permit

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
Geo-2A The applicant shall exercise special care during the construction phase of the project to prevent any off-site siltation. The applicant shall provide erosion control measures and shall construct temporary desiltation/detention basins of a type, size and location as approved by the City of San Dimas City Engineer. The basins and erosion control measures shall be shown and specified on the grading plan and shall be constructed prior to the start of any grading operations. Prior to the removal of any basins or erosion control devices so constructed, the area served shall be protected by additional drainage facilities, slope erosion control measures and other methods as may be required by the City Engineer. The applicant shall maintain the temporary basins and erosion control devices until the City Engineer approves the removal of the temporary facilities.	Project Applicant/ Construction Contractor	City Engineer	During project construction
Geo-3A Prior to the issuance of a grading permit, the applicant shall submit a grading, drainage and retaining wall plan, in compliance with City standards, for review and approval by the City of San Dimas City Engineer. All grading work must be done in compliance with the approved plan and completed to the satisfaction of the City Engineer. All slopes within the project shall be graded no steeper than a 2:1 slope, excluding slopes with retaining walls, unless otherwise approved by the City Engineer.	Project Applicant	City Engineer	Prior to issuance of grading permit
Geo-3B Prior to the issuance of a grading permit, the applicant shall enter into a slope maintenance agreement with the City of San Dimas City Engineer. The slope maintenance agreement shall be subject to and consistent with the conditions identified in Sections 18.542.240 and 18.542.310(E) of Specific Plan No. 25, as amended.	Project Applicant/ City Engineer	City Engineer	Prior to issuance of grading permit
Geo-4A Under the supervision of a qualified City-approved geologist, expansive soils and nonexpansive soils shall be mixed so that soils reach an expansive rating of less than 20 which would make them suitable for use on the project site. The depth of removal and replacement or mixing of the expansive soils below any proposed structures shall be approved and monitored by a qualified City-approved geologist to ensure constant moisture content in the remaining fill.	Project Geologist	City Engineer	During project construction
Hazards and Hazardous Materials			
Haz-3A Prior to tract map recordation for the proposed project, a comprehensive Fire Protection Plan must be approved by the City of San Dimas Development Services Department. This plan must be compliant with applicable City regulations and fire codes in place at the time of approval. At a minimum, the plan must contain the following: 1) specific requirements for suitable building materials and methods; 2) prescriptions for fuel modification zones and vegetation restrictions; 3) covenants,	Project Applicant	City of San Dimas Development Services Department	During project design phase and prior to approval of final tract map

Project Design Features or Mitigation Measures	Party Responsible for Implementing Action	Party Responsible for Monitoring	Timing
deeds, and restrictions for the maintenance of fuel modification zones, landscaping, and building restrictions on individual properties within the development; 4) the provision of suitable infrastructure as required by applicable codes including water supply, pipelines and hydrants; 5) the provision of suitable access and emergency access to the project site; and 6) any other applicable requirements as determined by the City of San Dimas.			
Public Services			
Pub-4A Prior to approval of the final tract map, the applicant shall consult with the City of San Dimas and the U.S. Forest Service to ensure that operation of the proposed project would not result in the degradation of existing equestrian and/or hiking trails maintained by these agencies. If necessary, a trail maintenance plan shall be prepared and signed by all parties to ensure that trail degradation would not occur.	Project Applicant	Community Development Department/ Los Angeles County Department of Parks and Recreation	During project design phase and prior to approval of final tract map
Pub-4B Prior to approval of the final tract map, the project applicant shall submit the proposed equestrian trail and trail linkage plan to the City of San Dimas Equestrian Commission for review and comment.	Project Applicant	Community Development Department/ City of San Dimas Equestrian Commission	During project design phase and prior to approval of final tract map
Traffic			
Tra-2A Prior to approval of street improvement plans and/or grading permits, the sight distance at the internal project intersections shall be reviewed and approved by the City Engineer for compliance with acceptable sight distance standards (Section 405 of the California Department of Transportation Highway Design Manual) to ensure that all intersections are constructed to be consistent with these requirements.	Project Applicant	City Engineer	During project design phase and prior to issuance of grading permit
Tra-2B Prior to issuance of a grading permit for proposed on-site roadways, project plans shall demonstrate to the satisfaction of the City Engineer that traffic signage and striping are consistent with the standards identified in the California Manual on Uniform Traffic Control Devices.	Project Applicant	City Engineer	Prior to issuance of grading permit
Tra-3A Prior to the approval of the tentative map, the project applicant shall provide evidence to the City Engineer of receipt of any necessary jurisdictional and property owner approvals and necessary map revisions for the improvement of at least one additional off-site emergency access route to City standards to provide secondary access the proposed project site in the event of a wildfire or other emergency situation. These standards generally require the provision of a 24-foot-wide all-weather access road, or the equivalent, as deemed appropriate and sufficient by the City Engineer.	Project Applicant	City Engineer	During project design phase and prior to approval of tentative tract map

Planning Commission Staff Report

DATE: December 1, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: Final Environmental Impact Report (FEIR)
General Plan Amendment 08-02
Municipal Code Text Amendment 08-04 (Specific Plan No. 25)
Tentative Tract Map No. 70583
Development Agreement

SUMMARY

On November 17, 2010 the Planning Commission conducted a public hearing on the above referenced matters associated with the Brasada Residential Development, continued the public hearing to December 1, 2010 and directed Staff to prepare necessary Resolutions intending to certify the FEIR and approve General and Specific Plan Amendments, the Tentative Tract Map and Development Agreement and to review with the Applicant various comments concerning those documents.

Staff has prepared appropriate Resolutions intended to enact the directions provided by the Planning Commission generally in support of the development proposal presented by the applicant.

BACKGROUND

In order to implement the direction of the Planning Commission Staff, PBS&J and the City Attorney have prepared various documents. These include:

1. Volume 3 of the FEIR which includes the Errata, Comment Letters and Responses, and additional documentation.

2. Resolution PC-1427 which recommends certification of the EIR and includes attachments setting forth required Findings, a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP). **NOTE THAT THIS DOCUMENT IS NOT YET COMPLETE AND WILL BE DISTRIBUTED TO YOU AS SOON AS POSSIBLE NEXT WEEK PRIOR TO THE MEETING.**
3. Resolution PC-1428 which recommends approval of various amendments to the San Dimas General Plan generally consistent with Option A identified in the prior report. Staff has conferred with the Applicant as requested.
4. Resolution PC-1429 which recommends approval of various amendments to Specific Plan No. 25 generally consistent with Option A identified in the Staff Report. Staff has conferred with the Applicant as requested.
5. Resolution PC-1430 which recommends conditional approval of Tentative Tract Map 70583. Some revisions have been made to the conditions of approval after considering applicant comments. A red-line version showing changes from the prior Staff report is attached to this report.
6. Resolution PC-1431 which recommends approval of a Development Agreement for this project. There have been no changes to the development Agreement and the parties are not currently in agreement on certain terms previously identified.

RECOMMENDATION

Resolutions PC-1427 through 1431 have been prepared to implement the direction of the Planning Commission.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:
1. Redline version of Tentative Tract Map Conditions of Approval
2. Redline version of Applicant's request regarding Development Agreement

Planning Commission Staff Report

DATE: November 17, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: FINAL ENVIRONMENTAL IMPACT REPORT - General Plan Amendment 08-02, Municipal Code Text Amendment 08-04 (Specific Plan No. 25), Tentative Tract Map 70583 & Development Agreement – Brasada Residential Project – Located north of the extension of Cataract Avenue in the Northern Foothills.

BACKGROUND

A Draft Environmental Impact Report (DEIR) has been prepared for the above referenced project. The public comments period closed on November 4, 2010. The Planning Commission held a public hearing during the public comment period and received testimony on the DEIR (see minutes of October 20, 2010).

See the Executive Summary (pages ES1 through ES-28 of the DEIR) for a summary of identified impacts associated with the project.

The following written public comments were received:

1. Letter dated October 20, 2010 from Rudy & Gracie Lauretta
2. Letter from Los Angeles County Fire Department dated October 18, 2010
3. Letter from Los Angeles County Public Works dated November 1, 2010.
4. Letter from Councilmember Denis Bertone dated November 1, 2010
5. Letter from City of Glendora dated November 2, 2010
6. Letter from Golden State Mutual water Company dated November 2, 2010
7. Letter from David Jallo dated November 4, 2010
8. Email with photos from Dona Pet dated November 4
9. Letter from South Coast Air Quality Management District dated November 4, 2010.
10. Email from Diana Sandgren dated November 4, 2010
11. Letter from Southern California Edison dated November 5, 2010
12. Letter from State Clearinghouse dated November 4, 2010
13. Letter from County Parks and Recreation dated November 8, 2010

ANALYSIS

The Final EIR consists of the following:

- Draft EIR and Technical appendices (two volumes)
- Errata or minor corrections to the DEIR (in preparation by PBS & J)
- Response to Comments Received. These are in preparation but will not be completed for the November 17, 2010 meeting. The consultant will present a summary of intended comments at the meeting. CEQA requires agencies making comments to receive a response 10 days prior to taking action on the FEIR.
- Mitigation and Monitoring reporting Program (MMRP). A Draft MMRP is attached. It will be updated prior to final action.
- Statement of Overriding Consideration if there are any impacts found to be significant and unavoidable. In this case there are several significant and unavoidable impacts that have been identified including visual character and quality, air quality during mass grading and construction, impacts to sensitive receptors during mass grading and construction, emergency response plans/routes, and emergency access. There may be changed information presented to address the emergency access issue.

The EIR has been prepared in compliance with CEQA and properly discloses impacts and identifies feasible mitigation measures where appropriate. The EIR should be certified .

RECOMMENDATION

Staff recommends that the Planning Commission recommend to the City Council certification of the Final EIR and direct Staff to prepare appropriate Resolution(s) for adoption at the December 1, 2010 meeting.

Respectfully Submitted,

Larry Stevens
Assistant City Manager for Community Development

Attachments:
Appendix A
1. *Draft EIR and Technical Appendices* (under separate cover)
2. Errata corrections to DEIR (to be provided by PBS & J for December 1, 2010 meeting)
3. *Public Comment Letters Received* (Response to Comments to be provided by PBS & J for December 1, 2010 meeting)
4. *Mitigation Monitoring and Reporting Program (Draft)*
5. Statement of Overriding Considerations (to be prepared for December 1, 2010 meeting))

APPENDIX A

GENERAL INFORMATION

Applicant:	Stan Stringfellow
Owner:	NJD
Location:	North of the extension of Cataract Avenue in the Northern Foothills
General Plan:	Northern Foothills
Surrounding Land Use and Zoning	North: SP-25 - vacant South: SFA 20,000 - residential East: SP-25 – vacant, open space and residential West: City of Glendora
Legal Notice:	A legal notice was published in the Inland Valley Daily Bulletin; posted at City Hall, the Library, Post Office and Via Verde Shopping Center; and was mailed to property owners within 300 feet of the project on November 6, 2010.
Environmental:	A Draft EIR was prepared.

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of December 14, 2010

FROM: Blaine Michaelis, City Manager

INITIATED BY: Community Development Department

SUBJECT: General Plan Amendment 08-02 - changing various policies, objectives and descriptive text for Brasada residential project in the Northern Foothills.

Municipal Code Text Amendment 08-04 – revising Specific Plan No. 25 related to permitted densities and development standards for the Brasada residential project.

SUMMARY

The proposed project requires multiple revisions to various policies, objectives and text within the San Dimas General Plan and to many existing standards within Specific Plan No. 25. Most of these changes relate to accommodating different grading strategy and increases in allowable density.

The Planning Commission recommends approval of the amendments as set forth in their Resolutions.

The Staff supports further changes to the Planning Commission recommendation including retaining more restrictive grading design standards and allowing less density.

ANALYSIS

San Dimas General Plan

The proposed project is not consistent with various existing policies and objectives set forth in the San Dimas General Plan. Since development projects such as tract maps must be found consistent with the General Plan some

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revisions are needed. These are detailed in Attachment A to the Planning Commission Report dated November 17, 2010.

That Attachment has been prepared to offer two options for most of the General Plan revisions. In all cases Option A would accommodate the project as proposed with a few minor exceptions. These exceptions relate to some minor revisions to the Conceptual Grading Plan to accommodate additional landform grading, the permissible number of two story lots (16 requested vs. 25% or 15) and the minimum parcel size at 0.50 acres (three parcels are 0.48). The Planning Commission increased the two story lot percentage to 27% to accommodate the 16 two story lots requested. The applicant agreed to revise the three lots to achieve the 0.50 minimum size.

Some but not all of the Options B's are consistent with the project as submitted but Option B does promote more substantial revisions including more extensive grading modifications and a reduction in the requested number of lots 61 vs. 54). For the most part, staff supported the option B changes. A summary breakdown can be reviewed in the November 17, 2010 Planning Commission Report.

The Planning Commission determined on a 4-1 vote to support all of the Option A amendments with a few minor revisions.

Specific Plan No. 25

The proposed project similarly requires multiple revisions to Specific Plan No. 25. The format of the Specific Plan requires a slightly different approach to highlighting these changes but does present options to a number of the requested changes. These options are presented as Attachment B to the November 17, 2010 Planning Commission Report.

That Attachment has been prepared to offer two options for some of the Specific Plan revisions. In all cases Option A would accommodate the project as proposed with a few minor exceptions. These exceptions relate to some minor revisions to the Conceptual Grading Plan to accommodate additional landform grading, the permissible number of two story lots (16 requested vs. 25% or 15) and the minimum parcel size at 0.50 acres (two parcels are 0.48). The Planning Commission increased the two story lot percentage to 27% to accommodate the 16 two story lots requested. The applicant agreed to revise the three lots to achieve the 0.50 minimum size.

Some but not all of the Options B's are consistent with the project as submitted but Option B does promote more substantial revisions including more extensive grading modifications and a reduction in the requested number of lots 61 vs. 54). For the most part, staff supported the option B changes. A summary breakdown can be reviewed in the November 17, 2010 Planning Commission Report.

Issues associated with potential changes to horsekeeping standards have been referred to the Equestrian Commission for comments. The minutes of the meeting are attached. Generally the Commission, as it relates to the MCTA, does not support creating different horsekeeping standards for this project from those set forth for the remainder of the City. The Planning Commission, voting 3-2, determined that revised horsekeeping standards for newly created Planning Area One were appropriate.

RECOMMENDATION

Planning Commission recommends approval of GPA 08-02 and MCTA 08-04 as set forth in attached Resolution Nos. PC-1428 and PC-1429.

Staff recommends revisions to GPA 08-02 and MCTA 08-04 as set forth in the Planning Commission Staff Report dated November 17, 2010.

Attached Resolution No. 2010-68 (approving GPA 08-02) and Ordinance No. 1201 (approving MCTA 08-04) have been drafted to implement the Planning Commission recommendations. (NOTE: Several minor changes subsequent to the Planning Commission approval are identified in red in the attachments.)

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:

1. Resolution No. 2010-68 (City Council – General Plan Amendment 08-02)
2. Ordinance No. 1201 (City Council – Municipal Code Text Amendment 08-04)
3. Resolution No. PC- 1428 (Planning Commission - General Plan Amendment 08-02)
4. Resolution No. PC- 1429 (Planning Commission - Municipal Code Text Amendment 08-04)
5. Planning Commission Staff Reports dated November 17, 2010 and December 1, 2010)

RESOLUTION NO. 2010-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING GENERAL PLAN AMENDMENT 08-02, AMENDING VARIOUS GENERAL PLAN POLICIES AND OBJECTIVES AFFECTING THE NORTHERN FOOTHILLS

WHEREAS, an Amendment to the San Dimas General Plan has been duly initiated by the City of San Dimas;

WHEREAS, the Amendment is described as revisions to various policies and objectives in the San Dimas General Plan governing the Northern Foothills; and

WHEREAS, the Amendment would affect the area that portion of the City of San Dimas generally referred to as the Northern Foothills; and

WHEREAS, the Planning Commission of the City of San Dimas has conducted public hearings and recommended approval of said General Plan Amendment as set forth in Resolution PC-1428; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on December 14, 2010 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment and a Final Environmental Impact Report has been recommended for certification.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Councilmembers at the hearing, the City Council now finds as follows:

A. The General Plan Amendment conforms to many of the existing goals, policies, and objectives of the General Plan and the proposed amendment revises some policies and objectives while retaining consistency with the overall intent of the goals within the General Plan and accommodating revisions where clustered development and improved access are most appropriate.

B. There are changed conditions in the area that support the requested changes to certain policies and objectives of the General Plan. These changes are primarily associated with reduced opportunities to provide access to certain properties within the

Northern Foothills and the desire to accommodate clustered development on some flatter portions of the Northern Foothills.

C. General Plan Policy 1.1.3 and 5.1.1 and Objective 5.2 establish City wide standards and are not required to be amended to address changes to related policies governing the Northern Foothills specifically.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the City Council approves General Plan Amendment 08-02 as set forth in attached Exhibit A.

PASSED, APPROVED and ADOPTED, the 14th day of December, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Curt Morris, Mayor

ATTEST:

_____
Ina Rios, City Clerk

EXHIBIT A

General Plan Amendment 08-02

[NOTE: Several minor revisions made subsequent to the Planning Commission decision are identified in red.]

1. *Amend Policy 2.1.1 under Goals Statement L-2/Objective 2.1 by adding the underlined:*

Development shall conform to terrain, except in limited circumstances in the Northern Foothills where landform modifications are deemed appropriate, where a determination has been made that such modifications increase or consolidate private open space or no build areas or to provide opportunities to offer public open space for conservation or conveyance."

2. *Replace Policy 2.1.2 under Goals Statement L-2/Objective 2.1 with the following:*

Access to building sites in foothill areas shall utilize existing rights of way when feasible. Where new roadways are necessary, alignments shall minimize disruption to terrain unless other feasible options are not available. Designs which necessitate substantial grading and retaining walls shall include design features which blend into the hillsides to the extent feasible.

3. *Add new Policy 2.1.5 under Goals Statement L-2/Ojective 2.1 as follows:*

Develop building pads with minimal grading unless larger pads are balanced with overall plans for development and incorporated open space. In that regard, larger pads shall be allowed pursuant to an approved tract map where areas of natural open space is left in undisturbed condition and where some screening from off-site visibility is part of a proposed project's design.

4. *Amend Objective 2.2 under Goals Statement L-2 by deleting the strike-through and adding the underlined:*

Maintain the development at ~~a very~~ lower ~~estate~~ density ~~of 0 to 0.2 dwelling units/acre~~ with the following sub categories: a) ~~hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill);~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering or increase of private or public open space is feasible b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.

5. *Amend Objective 2.5 under Goals Statement L-2 by adding the underlined:*

Preserve significant environmental features, except where necessary to accommodate required access, needed utilities, or project infrastructure.

6. *Amend Policy 2.5.1 under Goals Statement L-2/Objective 2.5:*

Minimize changes to the natural topography, except where necessary to accommodate access, utilities, project infrastructure and larger pads.

7. *Amend Policy 2.5.2 under Goals Statement L-2/Objective 2.5 by adding the underlined:*

Follow hillside contours, except where necessary to accommodate access, utilities, project infrastructure and economically viable pads.

8. *Amend Policy 9.1.5 under Goals Statement L-9/Objective 9.1 by adding the underlined*:

Preserve important view corridors to and from developments subject to identification of opportunities to preserve or consolidate development and increase public and private open space. Minimize view corridor effects with appropriate screening and preservation of most view corridors.

9. *Amend Objective 10.1 under Goals Statement L-10 by deleting the strike-through and adding the underlined:*

Development of the Northern Foothills shall be ~~rural~~ low density residential in character, except in limited areas where smaller lots and clustering are appropriate due to topography and where this results in preservation or consolidation of natural open space.

10. *Amend Policy 10.1.2 under Goals Statement L-10/Objective 10.1 by adding the underlined:*

Maximum densities shall be as set forth in Figure II-5.1, which shall accommodate increased density in limited areas where clustering is deemed appropriate.

11. *Amend Policy 10.1.3 under Goals Statement L-10/Objective 10.1 by deleting the strike-through and adding the underlined:*

~~Even where clustering is allowed,~~ Minimum parcel sizes shall vary based upon natural slope and proximity to a Development Feasibility Zone but shall not be less than two acres in size unless clustering is determined appropriate due to

topography. Where clustering is allowed, minimum parcel sizes shall not be less than 0.5 acres.

12. Amend Objective 10.2 under Goals Statement L-10 by deleting the strike-through and adding the underlined:

The visual intrusiveness of new development shall be minimized. ~~Rather than relying on~~ Substantial landform modification to create ~~artificial~~ building pads, access, utilities and infrastructure~~, new development shall be designed to fit quietly into the natural character of the area.~~ may be allowed in limited areas of the Northern Foothills where clustered development is deemed appropriate.

13. Amend Policy 10.2.1 under Goals Statement L-10/Objective 10.2 by adding the underlined:

Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded where feasible. Retaining walls incorporating natural design elements may be taller where necessary to support clustering, consolidation of private and public open space and access roads. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)

14. Amend Policy 10.2.4 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

Structures shall ~~be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain;~~ retain outward views from the maximum number of units while maintaining ~~the~~ natural open space character within the development ~~of the hillside~~ or increasing/consolidating private or public open space; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.

15. Amend Policy 10.2.7 under Goals Statement L-10/Objective 10.2 by deleting the strike throughs:

Clustered development is encouraged as a means of preserving the natural appearance of the hillside and enhancing ~~and maximizing~~ the amount of open space in the development. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines and scenic areas, including their retention protected open

space. Clustering is not to be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations~~, nor is clustering to be used to created suburban style subdivisions within the Northern Foothills area~~.

16. Amend Policy 10.2.8 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

The use of retaining walls and structures is ~~encouraged when it significantly reduces site grading~~ allowed where necessary to support access roads, utilities and driveways.

17. Amend Policy 10.2.10 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

Houses shall not be excessively tall so as to dominate their surroundings. Structures shall generally be limited to a maximum of one story in height, except that not more than 27% of the lots being created may include two story structures in conjunction with any land division, where a visual analysis conducted as part of the environmental review demonstrates that any additional height does not increase visual intrusiveness. Structures ~~shall be a maximum of one story in height, but~~ may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

18. Amend Policy 10.2.17 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, ~~water tanks,~~ antennae, utilities, etc so as to maintain a natural skylines. In limited circumstances where such facilities are deemed necessary, their design shall incorporate features which screen or minimize visual intrusiveness.

19. Amend Policy 10.4.3 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Development projects ~~are to be designed to protect~~ shall balance development rights with protection of habitat values and ~~to preserve~~ preservation of significant, viable habitat areas and habitat connections in their natural condition. Any disturbance shall be offset by appropriate mitigation.

20. Amend Policy 10.4.4 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Within proposed developments, ~~primary emphasis is to be placed on~~ ~~protecting~~ the integrity of habitats and habitat linkages shall be considered through clustering of development within Development Feasibility Areas and consolidation of private and public open space. Any disturbance shall be offset by appropriate mitigation.

21. Amend Policy 10.4.5 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources ~~is prohibited~~ shall generally be limited unless disturbance is offset by appropriate mitigation.

22. Amend Policy 10.4.7 under Goals Statement L-10/Objective 10.4 by adding the underlined:

Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present, unless appropriate biological studies determine that the reduction is not significant or unless such impact is offset by appropriate mitigation.

23. Amend Policy 10.4.9 under Goals Statement L-10/Objective 10.4 by adding the underlined:

The establishment of buffer zones adjacent to areas of preserved biological resources shall be required, where feasible. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.

24. Amend Policy 4.1.1 under Goals Statement CN-4/Objective 4.1 by deleting the strike-through and adding the underlined:

Designate the Northern Foothills as lower ~~very low~~ density residential development to minimize grading and protect its natural appearance, where feasible.

25. Amend Paragraphs 2 and 3 of Text (pages II-5 & II-5A from Current Land Use Overview by deleting the strike-through and adding the underlined:

Paragraph 2:

In the past, the adopted objectives for hillside residential areas spoke to preservation of the natural landscape, while providing for rural residential development. The problem is that a policy of preserving the natural landscape could not be literally applied to the Northern Foothills area because any development within the rugged Northern Foothills would result in some loss of the natural landscape and habitat. However, some of this loss can, in some instances, be balanced by clustered development and preservation of natural open space. In addition, policies that are appropriate to other hillside areas within San Dimas cannot adequately address the unique needs and challenges of the Northern Foothills planning area. Thus, the General Plan should provide for a specific and separate policy direction for the Northern Foothills.

Paragraph 3:

The guiding principle for managing environmental values and future development within the Northern Foothills area is to protect the area's natural environment and existing resources, and to ensure that the design/layout of future hillside developments (1) preserve sensitive resources in place to the extent feasible based on particular site characteristics, (2) ~~adapt to~~ consider the natural hillside topography and maximize~~s~~ view opportunities ***to***, as well as ***from*** the development. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project to the extent feasible, understanding that limited areas appropriate for clustered development will likely require more substantial landform alteration. Thus, property rights within the Northern Foothills Area must be recognized and balanced with natural resource values.

26. *Amend Single Family Very Low Estate definition on p. II-54 by deleting the strike-through and adding the underlined:*

> Single Family Estate Very Low: Density uses are very lower density single family detached and large estate developments with the following subcategories: a) ~~hillside residential with rural standards, grading to terrain minimum of 150-foot separation between structures;~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering is feasible; b) Puddingstone Hills – 1 ½ to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size.

27. Amend Exhibit 11-5.1 establishing maximum allowable density for Northern Foothills by deleting the strike-through and adding the underlined:

The maximum allowable development densities for development shall be as shown in Exhibit II-5.1.

Exhibit II-5.1 – Maximum Allowable Density[1]		
	Development Feasibility Zone	
Actual Slope	**Within**	**Outside**
0 - 25%	1 du/5 acres	1 du/20 acres
25 - 35%	1 du/10 acres	1 du/20 acres
35-50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

1. The maximum allowable density may be increased from the base density otherwise allowed by this Exhibit in limited areas where clustered development is deemed appropriate as determined by the specific plan. Where approved, in an approved tentative parcel or tentative tract map, said increase shall not exceed 0.225 dwelling units per acre.

~~The 150-foot building separation policy which applies to other hillside areas in the City shall not apply to the Northern Foothills.~~

28. Amend Existing Land Use Element Text (p. II-55D & E – Land Use Standards for the Northern Foothills) by deleting the strike through:

Reasonable limitations on development intensity are needed for protection of sensitive environmental features, public safety, efficient provision of public services, and protection of existing public investments in adjacent open space lands. Thus, the general development strategy for the Northern Foothills area is to let the land dictate the location and intensity of use. Thus, the overall objective for the Northern Foothills planning area is to maximize preservation of the area's natural environment, recognize the opportunities and constraints that the land itself imposes, and accommodate such development as can be designed to minimize impacts on the natural environment and protect the public health and safety.

Debris from falling rocks, landslides, mudslides, and other hazards from developing on steep slopes are just some of the hazards of developing in these areas. The supply of public services (water, sewer, electricity, firefighters, police, etc.) can be cost prohibitive in mountainous areas such as the Northern Foothills. This is due to having to provide levels of service identical to those in the more urbanized areas, while encompassing significantly more land area. Police and firefighters many times have difficulty negotiating the steep, winding roads inherent to the mountainous areas, especially during periods of heavy rain and/or wild fires. In addition, with the grading necessary for development and the

subsequent disturbance to the natural vegetation, runoff flows increase drastically during periods of either high wind and/or rainfall.

Given these facts, the Northern Foothills development strategy looks to minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within developed areas. The recommended development strategy recognizes that the limited development which can reasonably occur within the Northern Foothills will provide a sense of refuge and escape from the urban expanse of the Los Angeles metropolitan area.

~~Development within the area, even when clustered, should be rural in character. For purposes of the Northern Foothills Development strategy, "rural" is defined as:~~

~~"A way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are unencumbered by typical urban/suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities."~~

~~It is intended that future development within the Northern Foothills planning area be rural in character, as defined above.~~

~~It is also intended that future development within the Northern Foothills planning area be consistent with the appropriate level of development and environmental protection outlined below in Exhibit II-5.3. Whenever a division of land is proposed to accommodate more than a single family dwelling on an existing lot of record, the applicant shall provide such information to the City as needed to ascertain whether any of the specific environmental characteristics outlined in Exhibit II-5.3 occur on site.~~

29. *Amend Existing Land Use Element Text (p. II-55 F & G – Exhibit II-5.3) by adding the underlined and deleting the strike through:*

Exhibit II-5.3 – Recommended Environmental Thresholds and Appropriate Levels of Development		
General Description of Affected Lands	**Specific Environmental Characteristics**	**Appropriate Level of Development/ Environmental Protection**
Areas whose environmental values are such that any alteration of the natural landscape would create significant environmental	Slopes in excess of 50 percent. Primary ridgelines forming a skyline.	Land use should be limited to environmental education, research, and enhancement programs. Development, including developed

impacts, including lands that have been previously been committed to open space as environmental mitigation in order to protect environmental resources.	Occupied habitat areas of rare, threatened, or endangered species identified by federal or state law. Archaeological sites that have been preserved in place as mitigation for a previous development project. Floodways as defined by Federal Emergency Management Agency (FEMA).	recreation, is generally inappropriate.
Areas with significant environmental features where a certain degree of development may be tolerated without significant environmental impacts provided that development is appropriately clustered or is otherwise mitigated pursuant to an approved environmental document.	Areas owned or managed by the U.S. Forest Service that are designated in the General Plan as "Open Space." Hillsides having a slope between ~~25~~ 35 and 50 percent. . Riparian and wetland vegetative communities, as well as woodlands; areas that provide connectivity between core wildlife habitats where few linkage options are available. Significant archaeological sites (as defined by Appendix K of CEQA Guidelines). Areas of known and/or current mass wasting/landslides. Areas subject to 100-year flooding as defined by FEMA. Areas of outstanding scenic value.	Land use should be limited to undeveloped and developed recreation and low intensity ~~rural~~ residential use. While the value of these lands ~~is for~~ may include preservation of environmental resources, development may be clustered into ~~the least sensitive~~ appropriate portions of the site in order to preserve and protect natural features. The specific environmental features described to the left in this table are to be preserved in place, to the extent feasible, or if developed should be balanced with preserving natural open space~~, and development should not be the visually dominant feature when viewed from designated scenic corridors~~. "Manufactured" open space areas, such as manmade slopes and introduced landscaping, should blend in with the surrounding natural environment.
Lands that retain a natural or open character, or which include rural development that is compatible with the characteristic natural setting. These lands may contain isolated, significant environmental features; however, these features do not generally dominate the natural landscape. As a result, these lands are	Rolling lands having slopes less than ~~25~~ 35 percent, except in isolated areas. This does not include lands containing significant biological habitats such as riparian areas. Mixed coastal sage scrub. Areas located more than 600 feet from a two-lane roadway	New development should ~~remain visually subordinate to~~ be compatible with the characteristic landscape. However, significant environmental features should ~~must~~ be protected to the extent feasible, and introduced landscaping, manufactured landforms, structures, roads, and other manmade features should be

generally suitable for some level of development.	or motorway, or 300 feet from a motorway which does not provide for the passage of two vehicles. Designated scenic corridors. Areas of moderate natural scenic value.	compatible with the surrounding natural environment. ~~Thus~~ Where feasible, landform grading and landform planting techniques should ~~are to~~ be incorporated into new development.
Infill lands within or adjacent to current development.	Developed lands, areas committed to development, and open lands that have not been committed to open space which will visually function primarily as part of existing developed lands. Areas not containing significant biological resources; previously disturbed lands where revegetation is impractical. Areas free from natural hazards. Areas without significant natural scenic values. Areas or primarily manmade landforms.	New development may replace the characteristic natural landscape. A developed ~~rural~~ low intensity residential character that is compatible with the characteristics of the adjacent community is anticipated. Thus, development may be visually different from natural features when seen in the foreground, new development and land management activities need not appear to borrow from the natural environment. To soften visual impacts, landform grading and landform planting techniques ~~are to~~ should be incorporated into new development. ~~New development should not dominate the background. The visual characteristics of background views are to be those of the natural environment.~~

ORDINANCE NO. 1201

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING MUNICIPAL CODE TEXT AMENDMENT 08-04, AMENDING THE MAXIMUM ALLOWABLE DENSITY AND OTHER DEVELOPMENT STANDARDS IN SPECIFIC PLAN NO. 25 IN THE NORTHERN FOOTHILLS AREA

THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 18, Chapter 542 of the San Dimas Municipal Code is hereby amended as set forth in attached Exhibit A.

SECTION 2. This Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED THIS xx DAY OF xx, 20XX.

_____
Curt Morris, Mayor of the City of San Dimas

_____
Ina Rios, City Clerk

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. __ was regularly introduced at the regular meeting of the City Council on ____, and was thereafter adopted and passed at the regular meeting of the City Council held on _____,20XX by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance XXXX to be published in the Inland Valley Daily Bulletin.

_____
Ina Rios, City Clerk

EXHIBIT A

MCTA 08-04 (Specific Plan No. 25)

1. *Amend Section 18.542.010.B by adding the underlined and deleting the strike through:*

The purpose of Specific Plan No. 25 is to provide for managing environmental values and future development within the northern foothills area in order to protect the area's natural environment and existing resources and to ensure that the design of future hillside developments preserves sensitive resources in place, ~~adapts to~~ considers the natural hillside topography and maximizes view opportunities to, as well as from, the developments. Overall, the strategy ~~emphasizes~~ encourages fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the northern foothills area must be recognized, the priority between development and natural resource values should be balanced ~~given to protecting the natural resource~~.

2. *Amend Section 18.542.010.D.2, 3 and 5 by adding the underlined and deleting the strike through:*

2. To provide an enriched ~~rural~~ low density residential environment with aesthetic cohesiveness, harmonious massing of structures, and interfacing of open space through the utilization of superior land planning and design;
3. To minimize the impact of new development into the surrounding viewshed, especially as seen from public intersection viewpoints in the City ~~adjacent existing development~~;
5. To protect public health and safety from the potential damaging effect of hillside alteration and to ~~preclude~~ minimize conventional flat land development practices, except in clustered developments;

3. *Add Section 18.542.050. E to read as follows:*

"Clustered Lots" means four or more lots, not less than ½ acre in size, sharing a common road or driveway access.

4. *Amend Section 18.542.100 by adding the underlined:*

In Planning Area Two areas identified for potential development consistent with the goals and objectives of Specific Plan No. 25 are depicted on Exhibit B attached to and located at the end of this Chapter.

5. *Add Section 18.542.105 to read as follows:*

18.542.105 Planning Areas

A. The incorporation of the planning area concept into this specific plan creates the opportunity to apply the maximum allowable density and some development

standards differently to unique parts of this specific plan. This is beneficial due to varying opportunities for clustered development, access and utilities. The two planning areas are depicted as set forth on Exhibit A.

B. Planning Area One (PA1) consists of 270 ± acres comprising a single ownership at the southwesterly portion of the specific plan.

C. Planning Area Two (PA2) consists of over 700 acres comprising the remainder of the specific plan.

6. Amend Section 18.542.110 by adding new subsection A to read as follows, revising subsection B by adding the underlined and deleting the strike through and re-lettering existing subsections B through D to C through E respectively:

A. The maximum allowable density for planning area one shall be 0.225 dwelling units per acre, not to exceed 61 dwelling units.

B. The maximum allowable density for ~~development~~ <u>planning area two</u> shall be as shown in the following table.

7. Amend Section 18.542.120 by adding the underlined:

Primary uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

8. Amend Section 18.542.130 by adding the underlined:

Conditional uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

<u>C. Uses which promote environmental preservation, including nature preserves, ponds, and related low activity uses, provided that such uses shall be located on a parcel not less than twenty acres in size.</u>

9. Amend Section 18.542.140 by adding the underlined:

Accessory uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

10. Amend Section 18.542.150 by adding the underlined:

Temporary uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

11. Amend Section 18.542.200 by adding the underlined:

This article is intended to provide standards for development of all residential and open space land uses within the specific plan area. <u>Any development standards which are applied differently between planning areas one and two are specifically identified. Where no distinction is made the development standards are applied the same throughout the specific plan.</u>

12. Amend Section 18.542.210 by adding the underlined:

The minimum lot size shall be as set forth in this section. The establishment of minimum lot sizes within Specific Plan No. 25 is intended to set minimum lot size only.

The density of new development, whether it is within a clustered or a non- clustered project, shall not be permitted to exceed the maximum density allowed by the San Dimas General Plan. A clustered development consists of a minimum of four lots grouped together sharing a common access and being similar in lot size.

A. The minimum lot size within planning area one shall be as follows:

0.50 acres in a clustered land division

2 acres in a non-clustered land division

B. The minimum lot size in planning area two shall be as follows:

13. Amend Section 18.542.230.D by adding the underlined, re-lettering existing subsection D to E which is revised by adding the underlined and with subsections 1 through 8 of existing D to remain unchanged under new heading E:

Grading of the site shall conform to the standards set forth in this section. Construction grading permits shall not be issued unless the grading plans have first been reviewed and approved by the director of planning and city engineer, according to the terms of the applicable city approvals.

D. Grading is permitted in planning area one under the following guidelines.

1. Grading for the single-family detached lots is permitted under the following guidelines:

a. Slopes are to be contoured and blended to harmonize with natural slopes, where feasible;

b. Significant landform features as determined by the planning division, such as prominent trees, ridgelines and the like shall be preserved, where feasible;

c. Maximum vertical height of cuts and fills exposed or retained by walls from toe to top should not exceed twelve feet whenever possible;

d. The maximum steepness of exposed cuts and fills shall not exceed 2:1, and preferably 3:1 for fills;

e. Berms and or back-cut grading shall be utilized to screen improvements on prominent lots from off-site visibility;

f. No grading of building pads shall be permitted prior to precise plan approval;

2. Grading is not permitted in the open space area or designated "no build" areas except for the following uses:

a. Fuel modification and access for fire control and emergency vehicle access,

b. Recreational access for hiking or other open space uses,

c. Protection of property from the effects of storm runoff, erosion or unstable soils or geologic conditions,

d. Road access for surrounding circulation,

e. Construction of underground utilities and water tanks,

f. Landscaping;

3. Grading for access roadways and driveways shall conform to the following:

a. Tall retaining walls are required for access roads and are permitted subject to precise plan approval;

b. Retaining walls shall be designed to use mechanically stabilized earth or similar materials to blend as much as possible into the area.

c. Where conventional retaining walls are utilized, exterior surfaces shall use materials to achieve a natural finished appearance.

d. Landscaping shall be incorporated into retaining wall design to soften their appearance where possible.

4. Where grading is warranted as specified in this subsection, the following techniques shall be employed:

a. Contour grading technique shall be used where the graded areas are visible from off-site areas of development,

b. . Graded slopes shall be concealed where possible and transitions between the graded slopes and natural terrain shall be gradually adjusted and blended.

E. Grading is permitted in planning area two under the following guidelines.

14. Amend Section 18.542.250 by adding the underlined:

A. Building height shall not exceed one story and a maximum of twenty five (25) feet, not including architectural projections for non-habitable areas, except as follows:

1. Within planning area one, a limited number of two story structures, not exceeding 27% of the total number of parcels thereby created, may be allowed. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Lots approved for such height increase shall be determined at time of parcel or tract map review and shall be so designated on the recorded map. Provided further that no other parcels shall be allowed for two story structures after the map is recorded.

2. Within planning area two, on a parcel where a minimum of four parcels are allowed, not more than one parcel may be approved for a two story structure. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Any other parcels created in the future shall include a deed restriction prohibiting two story structures.

B. On sloping lots building height shall be determined as follows:

1. Downhill Lot. An overall maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots. (See figures below).

2. Uphill Lot. A maximum height of fifteen feet, except for approved two story designated lots, is permitted at the minimum front setback, and shall extend up and toward the rear of the lot at a forty-five degree angle to a maximum overall height of twenty feet, as measured from finished grade, except for approved two story designated lots. The maximum height at the side setbacks shall be fifteen feet extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet, as measured from finished grade, except for approved two story designated lots (See figures below).

3. Cross Slope Lots. A maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots (See figure below).

NOTE: Figures are unchanged.

15. Amend Section 18.542.260 by adding the underlined and deleting the strikethrough:

A. Setbacks for planning area one shall be as follows:

1. Front Yard Setbacks. Front yard setbacks shall be a minimum of twenty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

2. Side Yard Setbacks. Side yard setbacks shall be a minimum of twenty five feet combined but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

3. Setbacks for Accessory Structures. Setbacks for accessory structures shall be as established by the development plan review board, but no less than twenty feet to the side or rear yard property line but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

B. Setbacks for planning area two shall be as follows:

~~A~~1. Front Yard Setbacks. Front yard setbacks shall be a minimum of fifty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

~~B~~2. Side Yard Setbacks. Side yard setbacks shall be a minimum of forty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

~~C~~3. Setbacks for Accessory Structures. Setbacks for accessory structures shall be as established by the development plan review board, but no less than forty feet to the side or rear yard property line but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

16. Amend Section 18.542.270 by adding the underlined and deleting the strike through:

~~A. New development shall be designed to fit into the natural character of the area rather than relying on substantial landform modification to create artificial building pads.~~

~~B~~. A. The visual intrusiveness of new development shall be minimized.

~~C~~.B. Site design shall utilize varying setbacks, structure heights, innovative building techniques, and retaining walls to blend structures into the terrain.

~~D~~.C. Lot and site design shall consider building separation ~~to maintain a rural character and~~ to facilitate privacy between residential structures.

~~E~~.D. Site design shall allow for different lot shapes and sizes, as well as the provision of split development pads, with the prime determinant being the natural terrain.

~~F. Houses shall not be excessively tall so as to dominate their surroundings. Structures shall be a maximum of one story in height, but may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes.~~

~~G~~. E. Flag lots shall be allowed in areas where it is demonstrated that the end result is the preservation of natural topography by minimizing grading.

~~H~~. F. Structures shall be sited in a manner that will fit into the hillside's contour, except in an approved clustered development, and relate to the form of the terrain; retain outward views while maintaining the natural character of the hillside; preserve vistas of natural hillside areas and ridgelines from public places and streets; preserve existing views; and, allow new dwellings access to views similar to those enjoyed from existing dwellings (see figures below).

~~I~~.G. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state as "no building" areas. ~~Any clustered development shall comply with the following standards.~~

~~1. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines, and scenic areas, including their retention are protected open space areas.~~

~~2. Clustering shall not be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to create suburban-style subdivisions within the northern foothills area.~~

~~3. All development, including clustered development, shall be rural in character.~~

~~4. The location of clustered units shall be restricted to portions of a site with less than a thirty-five percent natural slope.~~

~~5~~. 1. Clustered development must preserve open space in its natural state. Adequate legal provisions shall be made to ensure the preservation of open space areas in perpetuity.

~~6~~. 2. When viewed from outside the northern foothills area from the south, southwest and southeast, clustered subdivisions are to have no greater visual impacts than would a non-clustered development, except for required reduction in lot size and closer proximity of home sites.

~~J~~.H. Primary and secondary ridgelines are identified on Exhibit C attached and part of this chapter and are subject to the following standards.

1. Primary ridgelines shall be protected from any construction activities including, but not limited to roads, structures, water tanks, antennae, utilities, and other structures or facilities so as to maintain a natural skyline (see figure below). Where the only feasible location for a structure is on a primary ridgeline, the structure shall be sited and designed to minimize any visual intrusiveness.

2. New parcels which have as their only feasible building site a primary ridgeline shall not be created. Where the only feasible building site within an existing parcel is on a primary ridgeline, the structure shall be sited at the lowest possible

elevation on the site, and along the least visible portion of the ridge upon which a structure can feasibly be constructed.

3. Where development is proposed to occur adjacent to a primary ridgeline (a ridge which is visible against the sky as viewed from a public street), it should be set back a sufficient distance so as to be located below the ridgeline. The intent of this requirement is to maintain a natural skyline (see figure below).

4. Planting shall be used along re-contoured secondary (non-skyline) ridges to recreate a natural silhouette, and to act as a backdrop for structures.

Trees shall be planted to create a continuous linear silhouette since gaps in the planting will not give the desired effect (see figure below). Subject to preserving views out; not more than 50%.

NOTE: All figures remain unchanged.

17. Amend Section 18.542.290.A.3 by adding the underlined:

Streets shall follow the natural contours of the hillside to minimize cut and fill, where feasible, (see figures below).

18. *Amend Section 18.542.380 by adding the underlined:*

A. Horses in planning area one may be quartered on designated lots, as determined in conjunction with a tentative tract map, and maintained subject to the following standards:

1. On each lot or parcel there shall be permitted not more than two horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of five horses unless a conditional use permit is obtained.

2. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel.

a. A registered horse breeder may maintain an additional two horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:

(1). The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

(2). The City shall issue the permit only after the favorable recommendations of the Home Owners Association, the Equestrian Committee appointed by the city council to review the application for the permit and the planning staff. In the absence of the Equestrian Committee, and upon the recommendation of the Home Owners Association and Planning staff, the application for the permit shall be heard by the planning commission for approval or denial.

3. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in a stable or enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

4. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

a. The corral shall be constructed in such a manner that manure and refuse shall be contained, stored and/or treated in the area of the corral.

b. Manure shall be removed daily from the corral and stored in a covered manure storage area that is located away from the drainage courses. Manure storage areas will be graded and constructed to minimize contact with runoff, stored on an impervious surface and shall be covered by a roof to minimize contact with precipitation. Manure shall be removed weekly.

5. The property owner shall be responsible for the cleanup of any waste material that the property owner fails to contain and process on the lot. The property owner may be subject to fines or penalties by the State Water Quality Control Board in the event that waste is discharged into the public storm drainage system or the public sewer system.

6. In conjunction with the corrals, box stalls or a stable shall be constructed that shall provide a weatherproof roof of at least sixty-four square feet per horse.

a. The design of stables or box stalls and material used in their construction shall conform with the architectural style of the residence and include a sprinkler system and rain gutters directing runoff away from having contact with manure and refuse.

b. The design shall prevent manure and refuse from entering into the storm water system and allow for the removal of bedding materials.

c. Within the stable or box stall where horses are kept, bedding will be provided to capture as much urine as possible, which will be disposed of in a trash storage area that is covered and elevated to protect urine from rainfall and potential surface runoff.

d. The property owner shall ensure that chemicals and other contaminants handled on-site are not disposed of in any manure, litter or stormwater storage or treatment systems unless specifically designed to treat such chemicals and other contaminants.

7. All feed, tack or other items used in the feeding, use and maintenance of the horse(s) or corral shall be screened from the sight of neighboring lots, either in an enclosed structure or in an area with sufficient fencing and landscape to prevent them being viewed by the neighboring lots.

.8. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

9. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

B. Horses in planning area two may be quartered and maintained subject to the following standards:

~~A.~~1. On each lot or parcel there shall be permitted not more than five horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of fifteen horses unless a conditional use permit is obtained.

~~B.~~2. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel.

~~1.~~a. A registered horse breeder may maintain an additional three horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:

~~a.~~(1) The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

~~b.~~(2) Upon favorable recommendations of a committee appointed by the city council to review the application for permit.

~~C.~~3. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

~~D.~~4. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

~~E.~~5. In conjunction with the corrals, there shall be a weatherproof roof of at least sixty-four square feet per horse.

~~F.~~6. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

~~G.~~7. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

19. Amend Exhibit A delineating planning areas one and two.

18.542.630

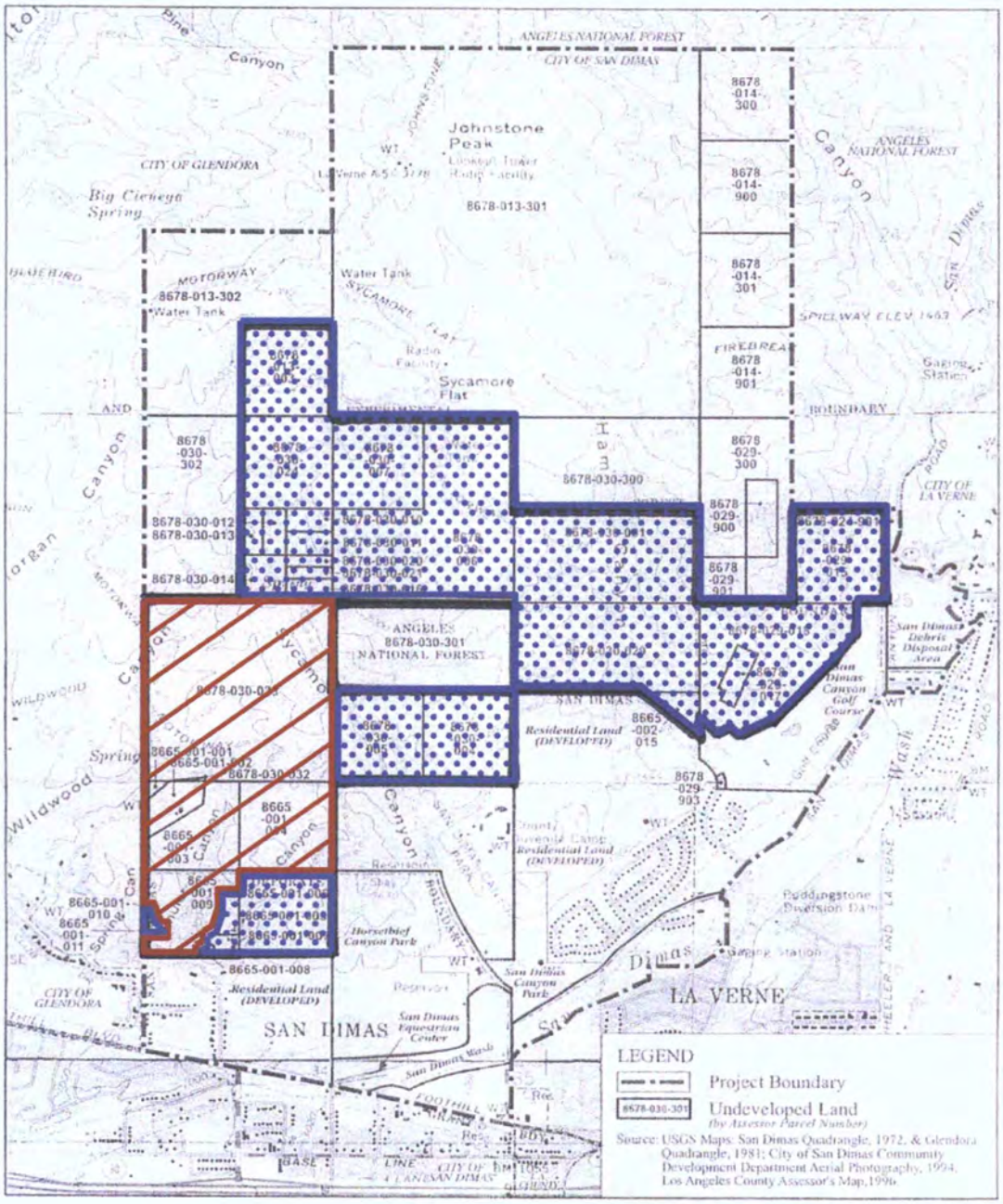


EXHIBIT A
LOCATION MAP

PLANNING AREA ONE

PLANNING AREA TWO

RESOLUTION PC-1428

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS RECOMMENDING APPROVAL OF GENERAL PLAN AMENDMENT 08-02, AMENDING VARIOUS GENERAL PLAN POLICIES AND OBJECTIVES AFFECTING THE NORTHERN FOOTHILLS

WHEREAS, an Amendment to the San Dimas General Plan has been duly initiated by the City of San Dimas;

WHEREAS, the Amendment is described as revisions to various policies and objectives in the San Dimas General Plan governing the Northern Foothills; and

WHEREAS, the Amendment would affect the area that portion of the City of San Dimas generally referred to as the Northern Foothills; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on November 17, 2010 and December 1, 2010 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment and a Final Environmental Impact Report has been recommended for certification.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at the hearing, the Planning Commission now finds as follows:

A. The General Plan Amendment conforms to many of the existing goals, policies, and objectives of the General Plan and the proposed amendment revises some policies and objectives while retaining consistency with the overall intent of the goals within the General Plan and accommodating revisions where clustered development and improved access are most appropriate.

B. There are changed conditions in the area that support the requested changes to certain policies and objectives of the General Plan. These changes are primarily associated with reduced opportunities to provide access to certain properties within the Northern Foothills and the desire to accommodate clustered development on some flatter portions of the Northern Foothills.

C. General Plan Policy 1.1.3 and 5.1.1 and Objective 5.2 establish City wide standards and are not required to be amended to address changes to related policies governing the Northern Foothills specifically.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission recommends to the City Council approval of General Plan Amendment 08-02 as set forth in attached Exhibit A.

PASSED, APPROVED and ADOPTED, the 1st day of December, 2010 by the following vote:

AYES: Bratt, Davis, Ensberg, Rahi

NOES: Schoonover

ABSENT: None

ABSTAIN: None

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton
Planning Commission Secretary

EXHIBIT A

General Plan Amendment 08-02

1. *Amend Policy 2.1.1 under Goals Statement L-2/Objective 2.1 by adding the underlined:*

Development shall conform to terrain, except in limited circumstances in the Northern Foothills where landform modifications are deemed appropriate, where a determination has been made that such modifications increase or consolidate private open space or no build areas or to provide opportunities to offer public open space for conservation or conveyance."

2. *Replace Policy 2.1.2 under Goals Statement L-2/Objective 2.1 with the following:*

Access to building sites in foothill areas shall utilize existing rights of way when feasible. Where new roadways are necessary, alignments shall minimize disruption to terrain unless other feasible options are not available. Designs which necessitate substantial grading and retaining walls shall include design features which blend into the hillsides to the extent feasible.

3. *Add new Policy 2.1.5 under Goals Statement L-2/Ojective 2.1 as follows:*

Develop building pads with minimal grading unless larger pads are balanced with overall plans for development and incorporated open space. In that regard, larger pads shall be allowed pursuant to an approved tract map where areas of natural open space is left in undisturbed condition and where some screening from off-site visibility is part of a proposed project's design.

4. *Amend Objective 2.2 under Goals Statement L-2 by deleting the strike-through and adding the underlined:*

Maintain the development at ~~a very~~ lower ~~estate~~ density ~~of 0 to 0.2 dwelling units/acre~~ with the following sub categories: a) ~~hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill);~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering or increase of private or public open space is feasible b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.

5. *Amend Objective 2.5 under Goals Statement L-2 by adding the underlined:*

Preserve significant environmental features, except where necessary to accommodate required access, needed utilities, or project infrastructure.

6. *Amend Policy 2.5.1 under Goals Statement L-2/Objective 2.5:*

Minimize changes to the natural topography, except where necessary to accommodate access, utilities, project infrastructure and larger pads.

7. *Amend Policy 2.5.2 under Goals Statement L-2/Objective 2.5 by adding the underlined:*

Follow hillside contours, except where necessary to accommodate access, utilities, project infrastructure and economically viable pads.

8. *Amend Policy 9.1.5 under Goals Statement L-9/Objective 9.1 by adding the underlined:*

Preserve important view corridors to and from developments subject to identification of opportunities to preserve or consolidate development and increase public and private open space. Minimize view corridor effects with appropriate screening and preservation of most view corridors.

9. *Amend Objective 10.1 under Goals Statement L-10 by deleting the strike-through and adding the underlined:*

Development of the Northern Foothills shall be ~~rural~~ low density residential in character, except in limited areas where smaller lots and clustering are appropriate due to topography and where this results in preservation or consolidation of natural open space.

10. *Amend Policy 10.1.2 under Goals Statement L-10/Objective 10.1 by adding the underlined:*

Maximum densities shall be as set forth in Figure II-5.1, which shall accommodate increased density in limited areas where clustering is deemed appropriate.

11. *Amend Policy 10.1.3 under Goals Statement L-10/Objective 10.1 by deleting the strike-through and adding the underlined:*

~~Even where clustering is allowed,~~ Minimum parcel sizes shall vary based upon natural slope and proximity to a Development Feasibility Zone but shall not be less than two acres in size unless clustering is determined appropriate due to topography. Where clustering is allowed, minimum parcel sizes shall not be less than 0.5 acres.

12. *Amend Objective 10.2 under Goals Statement L-10 by deleting the strike-through and adding the underlined:*

The visual intrusiveness of new development shall be minimized. ~~Rather than relying on~~ Substantial landform modification to create ~~artificial~~ building pads, access, utilities and infrastructure~~, new development shall be designed to fit quietly into the natural character of the area.~~ may be allowed in limited areas of the Northern Foothills where clustered development is deemed appropriate.

13. *Amend Policy 10.2.1 under Goals Statement L-10/Objective 10.2 by adding the underlined:*

Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded where feasible. Retaining walls incorporating natural design elements may be taller where necessary to support clustering, consolidation of private and public open space and access roads. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)

14. *Amend Policy 10.2.4 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:*

Structures shall ~~be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain;~~ retain outward views from the maximum number of units while maintaining ~~the~~ natural open space character within the development ~~of the hillside~~ or increasing/consolidating private or public open space; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.

15. *Amend Policy 10.2.7 under Goals Statement L-10/Objective 10.2 by deleting the strike throughs:*

Clustered development is encouraged as a means of preserving the natural appearance of the hillside and enhancing ~~and maximizing~~ the amount of open space in the development. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines and scenic areas, including their retention protected open space. Clustering is not to be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable

zoning regulations~~, nor is clustering to be used to created suburban style subdivisions within the Northern Foothills area~~.

16. Amend Policy 10.2.8 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

The use of retaining walls and structures is ~~encouraged when it significantly reduces site grading~~ allowed where necessary to support access roads and driveways.

17. Amend Policy 10.2.10 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

Houses shall not be excessively tall so as to dominate their surroundings. Structures shall generally be limited to a maximum of one story in height, except that not more than 27% of the lots being created may include two story structures in conjunction with any land division, where a visual analysis conducted as part of the environmental review demonstrates that any additional height does not increase visual intrusiveness. Structures ~~shall be a maximum of one story in height, but~~ may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

18. Amend Policy 10.2.17 under Goals Statement L-10/Objective 10.2 by deleting the strike-through and adding the underlined:

Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, ~~water tanks,~~ antennae, utilities, etc so as to maintain a natural skylines. In limited circumstances where such facilities are deemed necessary, their design shall incorporate features which screen or minimize visual intrusiveness.

19. Amend Policy 10.4.3 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Development projects ~~are to be designed to protect~~ shall balance development rights with protection of habitat values and ~~to preserve~~ preservation of significant, viable habitat areas and habitat connections in their natural condition. Any disturbance shall be offset by appropriate mitigation.

20. Amend Policy 10.4.4 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Within proposed developments, ~~primary emphasis is to be placed on~~ ~~protecting~~ the integrity of habitats and habitat linkages shall be considered through clustering of development within Development Feasibility Areas and consolidation of private and public open space. Any disturbance shall be offset by appropriate mitigation.

21. Amend Policy 10.4.5 under Goals Statement L-10/Objective 10.4 by deleting the strike-through and adding the underlined:

Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources ~~is prohibited~~ shall generally be limited unless disturbance is offset by appropriate mitigation.

22. Amend Policy 10.4.7 under Goals Statement L-10/Objective 10.4 by adding the underlined:

Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present, unless appropriate biological studies determine that the reduction is not significant or unless such impact is offset by appropriate mitigation.

23. Amend Policy 10.4.9 under Goals Statement L-10/Objective 10.4 by adding the underlined:

The establishment of buffer zones adjacent to areas of preserved biological resources shall be required, where feasible. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.

24. Amend Policy 4.1.1 under Goals Statement CN-4/Objective 4.1 by deleting the strike-through and adding the underlined:

Designate the Northern Foothills as lower ~~very low~~ density residential development to minimize grading and protect its natural appearance, where feasible.

25. Amend Paragraphs 2 and 3 of Text (pages II-5 & II-5A from Current Land Use Overview by deleting the strike-through and adding the underlined:

Paragraph 2:

In the past, the adopted objectives for hillside residential areas spoke to preservation of the natural landscape, while providing for rural residential development. The problem is that a policy of preserving the natural landscape could not be literally applied to the Northern Foothills area because any development within the rugged Northern Foothills would result in some loss of the natural landscape and habitat. However, some of this loss can, in some instances, be balanced by clustered development and preservation of natural open space. In addition, policies that are appropriate to other hillside areas within San Dimas cannot adequately address the unique needs and challenges of the Northern Foothills planning area. Thus, the General Plan should provide for a specific and separate policy direction for the Northern Foothills.

Paragraph 3:

The guiding principle for managing environmental values and future development within the Northern Foothills area is to protect the area's natural environment and existing resources, and to ensure that the design/layout of future hillside developments (1) preserve sensitive resources in place to the extent feasible based on particular site characteristics, (2) ~~adapt to~~ consider the natural hillside topography and maximize~~s~~ view opportunities ***to***, as well as ***from*** the development. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project to the extent feasible, understanding that limited areas appropriate for clustered development will likely require more substantial landform alteration. Thus, property rights within the Northern Foothills Area must be recognized and balanced with natural resource values.

26. *Amend Single Family Very Low Estate definition on p. II-54 by deleting the strike-through and adding the underlined:*

> Single Family Estate Very Low: Density uses are very lower density single family detached and large estate developments with the following subcategories: a) ~~hillside residential with rural standards, grading to terrain minimum of 150-foot separation between structures;~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering is feasible; b) Puddingstone Hills – 1 ½ to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size.

27. Amend Exhibit 11-5.1 establishing maximum allowable density for Northern Foothills by deleting the strike-through and adding the underlined:

The maximum allowable development densities for development shall be as shown in Exhibit II-5.1.

Exhibit II-5.1 – Maximum Allowable Density[1]		
	Development Feasibility Zone	
Actual Slope	**Within**	**Outside**
0 - 25%	1 du/5 acres	1 du/20 acres
25 - 35%	1 du/10 acres	1 du/20 acres
35-50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

1. The maximum allowable density may be increased from the base density otherwise allowed by this Exhibit in limited areas where clustered development is deemed appropriate as determined by the specific plan. Where approved, said increase shall not exceed 0.225 dwelling units per acre.

~~The 150-foot building separation policy which applies to other hillside areas in the City shall not apply to the Northern Foothills.~~

28. Amend Existing Land Use Element Text (p. II-55D & E – Land Use Standards for the Northern Foothills) by deleting the strike through:

Reasonable limitations on development intensity are needed for protection of sensitive environmental features, public safety, efficient provision of public services, and protection of existing public investments in adjacent open space lands. Thus, the general development strategy for the Northern Foothills area is to let the land dictate the location and intensity of use. Thus, the overall objective for the Northern Foothills planning area is to maximize preservation of the area's natural environment, recognize the opportunities and constraints that the land itself imposes, and accommodate such development as can be designed to minimize impacts on the natural environment and protect the public health and safety.

Debris from falling rocks, landslides, mudslides, and other hazards from developing on steep slopes are just some of the hazards of developing in these areas. The supply of public services (water, sewer, electricity, firefighters, police, etc.) can be cost prohibitive in mountainous areas such as the Northern Foothills. This is due to having to provide levels of service identical to those in the more urbanized areas, while encompassing significantly more land area. Police and firefighters many times have difficulty negotiating the steep, winding roads inherent to the mountainous areas, especially during periods of heavy rain and/or wild fires. In addition, with the grading necessary for development and the

subsequent disturbance to the natural vegetation, runoff flows increase drastically during periods of either high wind and/or rainfall.

Given these facts, the Northern Foothills development strategy looks to minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within developed areas. The recommended development strategy recognizes that the limited development which can reasonably occur within the Northern Foothills will provide a sense of refuge and escape from the urban expanse of the Los Angeles metropolitan area.

~~Development within the area, even when clustered, should be rural in character. For purposes of the Northern Foothills Development strategy, "rural" is defined as:~~

~~"A way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are unencumbered by typical urban/suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities."~~

~~It is intended that future development within the Northern Foothills planning area be rural in character, as defined above.~~

~~It is also intended that future development within the Northern Foothills planning area be consistent with the appropriate level of development and environmental protection outlined below in Exhibit II-5.3. Whenever a division of land is proposed to accommodate more than a single family dwelling on an existing lot of record, the applicant shall provide such information to the City as needed to ascertain whether any of the specific environmental characteristics outlined in Exhibit II-5.3 occur on site.~~

29. Amend Existing Land Use Element Text (p. II-55 F & G – Exhibit II-5.3) by adding the underlined and deleting the strike through:

Exhibit II-5.3 – Recommended Environmental Thresholds and Appropriate Levels of Development		
General Description of Affected Lands	**Specific Environmental Characteristics**	**Appropriate Level of Development/ Environmental Protection**
Areas whose environmental values are such that any alteration of the natural landscape would create significant environmental	Slopes in excess of 50 percent. Primary ridgelines forming a skyline.	Land use should be limited to environmental education, research, and enhancement programs. Development, including developed

impacts, including lands that have been previously been committed to open space as environmental mitigation in order to protect environmental resources.	Occupied habitat areas of rare, threatened, or endangered species identified by federal or state law. Archaeological sites that have been preserved in place as mitigation for a previous development project. Floodways as defined by Federal Emergency Management Agency (FEMA).	recreation, is generally inappropriate.
Areas with significant environmental features where a certain degree of development may be tolerated without significant environmental impacts provided that development is appropriately clustered.	Areas owned or managed by the U.S. Forest Service that are designated in the General Plan as "Open Space." Hillsides having a slope between ~~25~~ 35 and 50 percent. Riparian and wetland vegetative communities, as well as woodlands; areas that provide connectivity between core wildlife habitats where few linkage options are available. Significant archaeological sites (as defined by Appendix K of CEQA Guidelines). Areas of known and/or current mass wasting/landslides. Areas subject to 100-year flooding as defined by FEMA. Areas of outstanding scenic value.	Land use should be limited to undeveloped and developed recreation and low intensity ~~rural~~ residential use. While the value of these lands ~~is for~~ may include preservation of environmental resources, development may be clustered into ~~the least sensitive~~ appropriate portions of the site in order to preserve and protect natural features. The specific environmental features described to the left in this table are to be preserved in place, to the extent feasible, or if developed should be balanced with preserving natural open space~~, and development should not be the visually dominant feature when viewed from designated scenic corridors~~. "Manufactured" open space areas, such as manmade slopes and introduced landscaping, should blend in with the surrounding natural environment.
Lands that retain a natural or open character, or which include rural development that is compatible with the characteristic natural setting. These lands may contain isolated, significant environmental features; however, these features do not generally dominate the natural landscape. As a result, these lands are	Rolling lands having slopes less than ~~25~~ 35 percent, except in isolated areas. This does not include lands containing significant biological habitats such as riparian areas. Mixed coastal sage scrub. Areas located more than 600 feet from a two-lane roadway	New development should ~~remain visually subordinate to~~ be compatible with the characteristic landscape. However, significant environmental features should ~~must~~ be protected to the extent feasible, and introduced landscaping, manufactured landforms, structures, roads, and other manmade features should be

generally suitable for some level of development.	or motorway, or 300 feet from a motorway which does not provide for the passage of two vehicles. Designated scenic corridors. Areas of moderate natural scenic value.	compatible with the surrounding natural environment. ~~Thus~~ Where feasible, landform grading and landform planting techniques should ~~are to~~ be incorporated into new development.
Infill lands within or adjacent to current development.	Developed lands, areas committed to development, and open lands that have not been committed to open space which will visually function primarily as part of existing developed lands. Areas not containing significant biological resources; previously disturbed lands where revegetation is impractical. Areas free from natural hazards. Areas without significant natural scenic values. Areas or primarily manmade landforms.	New development may replace the characteristic natural landscape. A developed ~~rural~~ low intensity residential character that is compatible with the characteristics of the adjacent community is anticipated. Thus, development may be visually different from natural features when seen in the foreground, new development and land management activities need not appear to borrow from the natural environment. To soften visual impacts, landform grading and landform planting techniques ~~are to~~ should be incorporated into new development. ~~New development should not dominate the background. The visual characteristics of background views are to be those of the natural environment.~~

RESOLUTION PC-1429

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS RECOMMENDING APPROVAL OF MUNICIPAL CODE TEXT AMENDMENT 08-04, AMENDING THE MAXIMUM ALLOWABLE DENSITY AND OTHER DEVELOPMENT STANDARDS IN SPECIFIC PLAN NO. 25 IN THE NORTHERN FOOTHILLS AREA

WHEREAS, an Amendment to the San Dimas Municipal Code has been duly initiated by City of San Dimas;

WHEREAS, the Amendment is described as amendments to the maximum allowable density and to various development standards set forth in Specific Plan No. 25; and

WHEREAS, the Amendment would affect Specific Plan No. 25 and the Northern Foothills; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on November 17, 2010 and December 1, 2010 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment and the Final Environmental Impact Report is recommended for certification.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at the hearing, the Planning Commission now finds as follows:

A. The proposed Municipal Code Text Amendment will not adversely affect adjoining property as to value or precedent or be detrimental to the area.

The proposed amendment would increase the maximum allowable density and revise various development standards but primarily applied these revisions to newly created Planning Area One which includes some flatter portions of the site appropriate for said density and clustered development. Significant portions of the site are preserved for open space and habitat conservation. Remaining portions of Specific Plan No. 25 within newly created Planning Area Two are generally not affected by the contemplated revisions.

B. The proposed Municipal Code Text Amendment will further the public health, safety and general welfare.

The proposed amendment would adjust the sub-area boundaries of Specific Plan No. 25 to provide for different densities and development standards for portions of the Northern Foothills where such differences are appropriate based upon topography and proximity to access and infrastructure.

C. The proposed Municipal Code Text Amendment is consistent with the General Plan as amended pursuant to General Plan Amendment 08-02.

The proposed amendment incorporates various related amendments to the General Plan to ensure continued consistency.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission recommends to the City Council approval of Municipal Code Text Amendment 08-04 as set forth in attached Exhibit A.

PASSED, APPROVED and ADOPTED, the 1st day of December, 2010 by the following vote:

AYES: Bratt, Davis, Rahi

NOES: Ensberg, Schoonover

ABSENT: None

ABSTAIN: None

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton
Planning Commission Secretary

EXHIBIT A

MCTA 08-04 (Specific Plan No. 25)

1. *Amend Section 18.542.010.B by adding the underlined and deleting the strike through:*

The purpose of Specific Plan No. 25 is to provide for managing environmental values and future development within the northern foothills area in order to protect the area's natural environment and existing resources and to ensure that the design of future hillside developments preserves sensitive resources in place, ~~adapts to~~ considers the natural hillside topography and maximizes view opportunities to, as well as from, the developments. Overall, the strategy ~~emphasizes~~ encourages fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the northern foothills area must be recognized, the priority between development and natural resource values should be balanced ~~given to protecting the natural resource~~.

2. *Amend Section 18.542.010.D.2, 3 and 5 by adding the underlined and deleting the strike through:*

2. To provide an enriched ~~rural~~ low density residential environment with aesthetic cohesiveness, harmonious massing of structures, and interfacing of open space through the utilization of superior land planning and design;
3. To minimize the impact of new development into the surrounding viewshed, especially as seen from public intersection viewpoints in the City ~~adjacent existing development~~;
5. To protect public health and safety from the potential damaging effect of hillside alteration and to ~~preclude~~ minimize conventional flat land development practices, except in clustered developments;

3. *Add Section 18.542.050. E to read as follows:*

"Clustered Lots" means four or more lots, not less than ½ acre in size, sharing a common road or driveway access.

4. *Amend Section 18.542.100 by adding the underlined:*

In Planning Area Two areas identified for potential development consistent with the goals and objectives of Specific Plan No. 25 are depicted on Exhibit B attached to and located at the end of this Chapter.

5. *Add Section 18.542.105 to read as follows:*

18.542.105 Planning Areas

A. The incorporation of the planning area concept into this specific plan creates the opportunity to apply the maximum allowable density and some development standards differently to unique parts of this specific plan. This is beneficial due to varying opportunities for clustered development, access and utilities. The two planning areas are depicted as set forth on Exhibit A.

B. Planning Area One (PA1) consists of 270 ± acres comprising a single ownership at the southwesterly portion of the specific plan.

C. Planning Area Two (PA2) consists of over 700 acres comprising the remainder of the specific plan.

6. Amend Section 18.542.110 by adding new subsection A to read as follows, revising subsection B by adding the underlined and deleting the strike through and re-lettering existing subsections B through D to C through E respectively:

A. The maximum allowable density for planning area one shall be 0.225 dwelling units per acre, not to exceed 61 dwelling units.

B. The maximum allowable density for ~~development~~ <u>planning area two</u> shall be as shown in the following table.

7. Amend Section 18.542.120 by adding the underlined:

Primary uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

8. Amend Section 18.542.130 by adding the underlined:

Conditional uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

<u>C. Uses which promote environmental preservation, including nature preserves, ponds, and related low activity uses, provided that such uses shall be located on a parcel not less than twenty acres in size.</u>

9. Amend Section 18.542.140 by adding the underlined:

Accessory uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

10. Amend Section 18.542.150 by adding the underlined:

Temporary uses in <u>planning areas one and two of</u> Specific Plan No. 25 are as follows:

11. Amend Section 18.542.200 by adding the underlined:

This article is intended to provide standards for development of all residential and open space land uses within the specific plan area. Any development standards which are applied differently between planning areas one and two are specifically identified. Where no distinction is made the development standards are applied the same throughout the specific plan.

12. Amend Section 18.542.210 by adding the underlined:

The minimum lot size shall be as set forth in this section. The establishment of minimum lot sizes within Specific Plan No. 25 is intended to set minimum lot size only. The density of new development, whether it is within a clustered or a nonclustered project, shall not be permitted to exceed the maximum density allowed by the San Dimas General Plan. A clustered development consists of a minimum of four lots grouped together sharing a common access and being similar in lot size.

A. The minimum lot size within planning area one shall be as follows:

0.50 acres in a clustered land division

2 acres in a nonclustered land division

B. The minimum lot size in planning area two shall be as follows:

13. Amend Section 18.542.230.D by adding the underlined, re-lettering existing subsection D to E which is revised by adding the underlined and with subsections 1 through 8 of existing D to remain unchanged under new heading E:

Grading of the site shall conform to the standards set forth in this section. Construction grading permits shall not be issued unless the grading plans have first been reviewed and approved by the director of planning and city engineer, according to the terms of the applicable city approvals.

D. Grading is permitted in planning area one under the following guidelines.

1. Grading for the single-family detached lots is permitted under the following guidelines:

a. Slopes are to be contoured and blended to harmonize with natural slopes, where feasible;

b. Significant landform features as determined by the planning division, such as prominent trees, ridgelines and the like shall be preserved, where feasible;

c. Maximum vertical height of cuts and fills exposed or retained by walls from toe to top should not exceed twelve feet whenever possible;

d. The maximum steepness of exposed cuts and fills shall not exceed 2:1, and preferably 3:1 for fills;

e. Berms and or back-cut grading shall be utilized to screen improvements on prominent lots from off-site visibility;

f. No grading of building pads shall be permitted prior to precise plan approval;

2. Grading is not permitted in the open space area or designated "no build" areas except for the following uses:

a. Fuel modification and access for fire control and emergency vehicle access,

b. Recreational access for hiking or other open space uses,

c. Protection of property from the effects of storm runoff, erosion or unstable soils or geologic conditions,

d. Road access for surrounding circulation,

e. Construction of underground utilities and water tanks,

f. Landscaping;

3. Grading for access roadways and driveways shall conform to the following:

a. Tall retaining walls are required for access roads and are permitted subject to precise plan approval;

b. Retaining walls shall be designed to use mechanically stabilized earth or similar materials to blend as much as possible into the area.

c. Where conventional retaining walls are utilized, exterior surfaces shall use materials to achieve a natural finished appearance.

d. Landscaping shall be incorporated into retaining wall design to soften their appearance where possible.

4. Where grading is warranted as specified in this subsection, the following techniques shall be employed:

a. Contour grading technique shall be used where the graded areas are visible from off-site areas of development,

b. . Graded slopes shall be concealed where possible and transitions between the graded slopes and natural terrain shall be gradually adjusted and blended.

E. Grading is permitted in planning area two under the following guidelines.

14. Amend Section 18.542.250 by adding the underlined:

A. Building height shall not exceed one story and a maximum of twenty five (25) feet, not including architectural projections for non-habitable areas, except as follows:

1. Within planning area one, a limited number of two story structures, not exceeding 27% of the total number of parcels thereby created, may be allowed. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Lots approved for such height increase shall be determined at time of parcel or tract map review and shall be so designated on the recorded map. Provided further that no other parcels shall be allowed for two story structures after the map is recorded.

2. Within planning area two, on a parcel where a minimum of four parcels are allowed, not more than one parcel may be approved for a two story structure. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Any other parcels created in the future shall include a deed restriction prohibiting two story structures.

B. On sloping lots building height shall be determined as follows:

1. Downhill Lot. An overall maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots. (See figures below).

2. Uphill Lot. A maximum height of fifteen feet, except for approved two story designated lots, is permitted at the minimum front setback, and shall extend up and toward the rear of the lot at a forty-five degree angle to a maximum overall height of twenty feet, as measured from finished grade, except for approved two story designated lots. The maximum height at the side setbacks shall be fifteen feet extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet, as measured from finished grade, except for approved two story designated lots (See figures below).

3. Cross Slope Lots. A maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots (See figure below).

NOTE: Figures are unchanged.

15. Amend Section 18.542.260 by adding the underlined and deleting the strikethrough:

A. Setbacks for planning area one shall be as follows:

1. Front Yard Setbacks. Front yard setbacks shall be a minimum of twenty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

2. Side Yard Setbacks. Side yard setbacks shall be a minimum of twenty five feet combined but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

3. Setbacks for Accessory Structures. Setbacks for accessory structures shall be as established by the development plan review board, but no less than twenty feet to the side or rear yard property line but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

B. Setbacks for planning area two shall be as follows:

~~A~~1. Front Yard Setbacks. Front yard setbacks shall be a minimum of fifty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

~~B~~2. Side Yard Setbacks. Side yard setbacks shall be a minimum of forty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

~~C~~3. Setbacks for Accessory Structures. Setbacks for accessory structures shall be as established by the development plan review board, but no less than forty feet to the side or rear yard property line but a lesser minimum setback may be reviewed and approved by the development plan review board if

warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

16. Amend Section 18.542.270 by adding the underlined and deleting the strike through:

~~A. New development shall be designed to fit into the natural character of the area rather than relying on substantial landform modification to create artificial building pads.~~

~~B~~. A. The visual intrusiveness of new development shall be minimized.

~~C~~.B. Site design shall utilize varying setbacks, structure heights, innovative building techniques, and retaining walls to blend structures into the terrain.

~~D~~.C. Lot and site design shall consider building separation ~~to maintain a rural character and~~ to facilitate privacy between residential structures.

~~E~~.D. Site design shall allow for different lot shapes and sizes, as well as the provision of split development pads, with the prime determinant being the natural terrain.

~~F. Houses shall not be excessively tall so as to dominate their surroundings. Structures shall be a maximum of one story in height, but may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes.~~

~~G~~. E. Flag lots shall be allowed in areas where it is demonstrated that the end result is the preservation of natural topography by minimizing grading.

~~H~~. F. Structures shall be sited in a manner that will fit into the hillside's contour, except in an approved clustered development, and relate to the form of the terrain; retain outward views while maintaining the natural character of the hillside; preserve vistas of natural hillside areas and ridgelines from public places and streets; preserve existing views; and, allow new dwellings access to views similar to those enjoyed from existing dwellings (see figures below).

~~I~~.G. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state as "no building" areas. ~~Any clustered development shall comply with the following standards.~~

~~1. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines, and scenic areas, including their retention are protected open space areas.~~

~~2. Clustering shall not be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to create suburban-style subdivisions within the northern foothills area.~~

~~3. All development, including clustered development, shall be rural in character.~~

~~4. The location of clustered units shall be restricted to portions of a site with less than a thirty-five percent natural slope.~~

~~5.~~ 1. Clustered development must preserve open space in its natural state. Adequate legal provisions shall be made to ensure the preservation of open space areas in perpetuity.

~~6.~~ 2. When viewed from outside the northern foothills area from the south, southwest and southeast, clustered subdivisions are to have no greater visual impacts than would a nonclustered development, except for required reduction in lot size and closer proximity of homesites.

~~J.~~H. Primary and secondary ridgelines are identified on Exhibit C attached and part of this chapter and are subject to the following standards.

1. Primary ridgelines shall be protected from any construction activities including, but not limited to roads, structures, water tanks, antennae, utilities, and other structures or facilities so as to maintain a natural skyline (see figure below). Where the only feasible location for a structure is on a primary ridgeline, the structure shall be sited and designed to minimize any visual intrusiveness.

2. New parcels which have as their only feasible building site a primary ridgeline shall not be created. Where the only feasible building site within an existing parcel is on a primary ridgeline, the structure shall be sited at the lowest possible elevation on the site, and along the least visible portion of the ridge upon which a structure can feasibly be constructed.

3. Where development is proposed to occur adjacent to a primary ridgeline (a ridge which is visible against the sky as viewed from a public street), it should be set back a sufficient distance so as to be located below the ridgeline. The intent of this requirement is to maintain a natural skyline (see figure below).

4. Planting shall be used along recontoured secondary (nonskyline) ridges to recreate a natural silhouette, and to act as a backdrop for structures.

Trees shall be planted to create a continuous linear silhouette since gaps in the planting will not give the desired effect (see figure below). Subject to preserving views out; not more than 50%.

NOTE: All figures remain unchanged.

17. *Amend Section 18.542.290.A.3 by adding the underlined:*

Streets shall follow the natural contours of the hillside to minimize cut and fill, where feasible, (see figures below).

18. *Amend Section 18.542.380 by adding the underlined:*

A. Horses in planning area one may be quartered on designated lots, as determined in conjunction with a tentative tract map, and maintained subject to the following standards:

1. On each lot or parcel there shall be permitted not more than two horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of five horses unless a conditional use permit is obtained.

2. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel.

a. A registered horse breeder may maintain an additional two horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:

(1). The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

(2). The City shall issue the permit only after the favorable recommendations of the Home Owners Association, the Equestrian Committee appointed by the city council to review the application for the permit and the planning staff. In the absence of the Equestrian Committee, and upon the recommendation of the Home Owners Association and Planning staff, the application for the permit shall be heard by the planning commission for approval or denial.

3. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in a stable or enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

4. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

a. The corral shall be constructed in such a manner that manure and refuse shall be contained, stored and/or treated in the area of the corral.

b. Manure shall be removed daily from the corral and stored in a covered manure storage area that is located away from the drainage courses. Manure storage areas will be graded and constructed to minimize contact with runoff, stored on an impervious surface and shall be covered by a roof to minimize contact with precipitation. Manure shall be removed weekly.

5. The property owner shall be responsible for the cleanup of any waste material that the property owner fails to contain and process on the lot. The property owner may be subject to fines or penalties by the State Water Quality Control Board in the event that waste is discharged into the public storm drainage system or the public sewer system.

6. In conjunction with the corrals, box stalls or a stable shall be constructed that shall provide a weatherproof roof of at least sixty-four square feet per horse.

a. The design of stables or box stalls and material used in their construction shall conform with the architectural style of the residence and include a sprinkler system and rain gutters directing runoff away from having contact with manure and refuse.

b. The design shall prevent manure and refuse from entering into the storm water system and allow for the removal of bedding materials.

c. Within the stable or box stall where horses are kept, bedding will be provided to capture as much urine as possible, which will be disposed of in a trash storage area that is covered and elevated to protect urine from rainfall and potential surface runoff.

d. The property owner shall ensure that chemicals and other contaminants handled on-site are not disposed of in any manure, litter or stormwater storage or treatment systems unless specifically designed to treat such chemicals and other contaminants.

7. All feed, tack or other items used in the feeding, use and maintenance of the horse(s) or corral shall be screened from the sight of neighboring lots, either in an enclosed structure or in an area with sufficient fencing and landscape to prevent them being viewed by the neighboring lots.

.8. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

9. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

B. Horses in planning area two may be quartered and maintained subject to the following standards:

~~A.~~1. On each lot or parcel there shall be permitted not more than five horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of fifteen horses unless a conditional use permit is obtained.

~~B.~~2. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel.

~~1.~~a. A registered horse breeder may maintain an additional three horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:

~~a.~~(1) The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

~~b.~~(2) Upon favorable recommendations of a committee appointed by the city council to review the application for permit.

~~C.~~3. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

~~D.~~4. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

~~E.~~5. In conjunction with the corrals, there shall be a weatherproof roof of at least sixty-four square feet per horse.

~~F.~~6. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

~~G.~~7. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

19. Amend Exhibit A delineating planning areas one and two.

EXHIBIT NEEDS TO BE ADDED

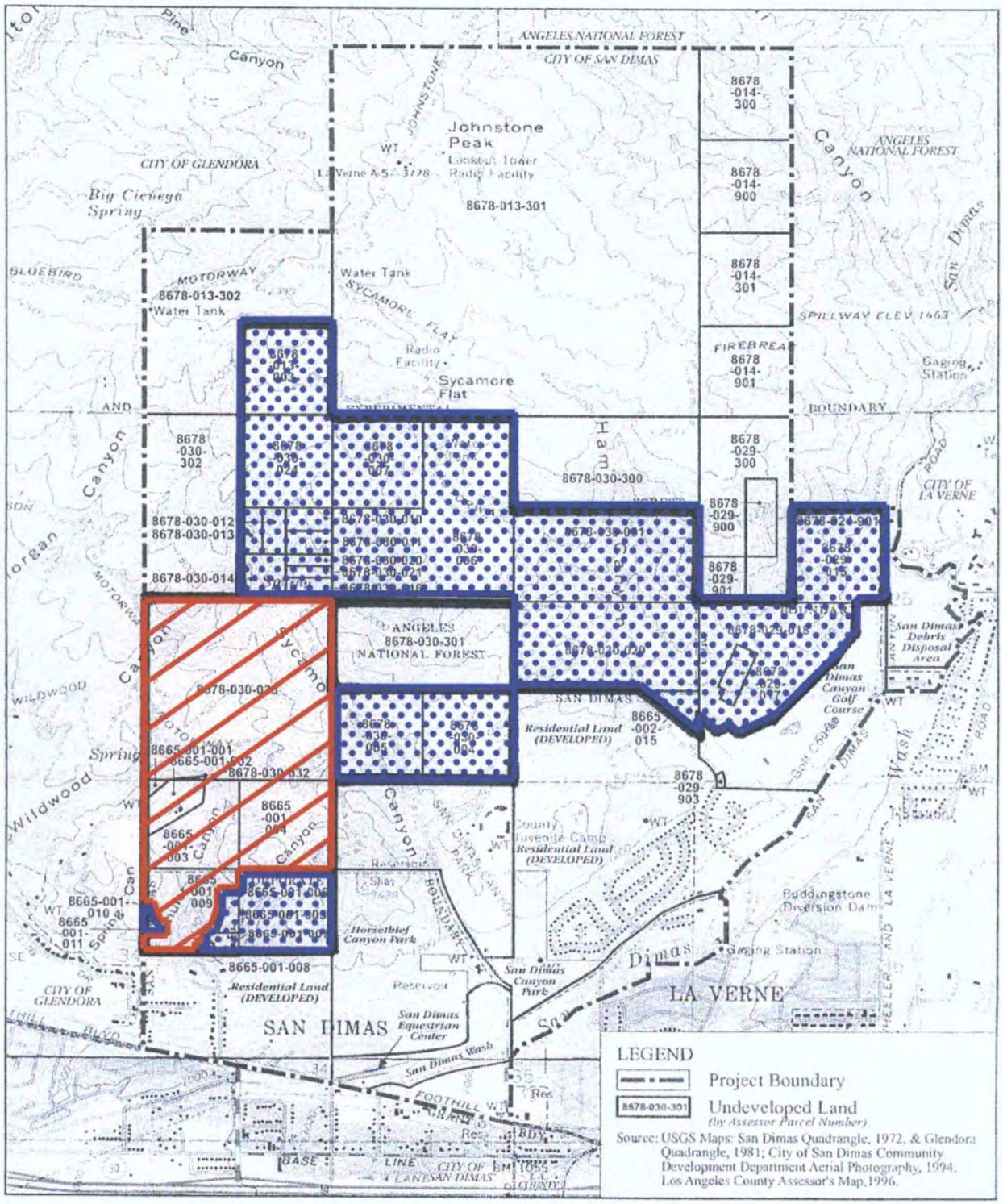


EXHIBIT A
LOCATION MAP

PLANNING AREA ONE

PLANNING AREA TWO

Planning Commission Staff Report

DATE: December 1, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: Final Environmental Impact Report (FEIR)
General Plan Amendment 08-02
Municipal Code Text Amendment 08-04 (Specific Plan No. 25)
Tentative Tract Map No. 70583
Development Agreement

SUMMARY

On November 17, 2010 the Planning Commission conducted a public hearing on the above referenced matters associated with the Brasada Residential Development, continued the public hearing to December 1, 2010 and directed Staff to prepare necessary Resolutions intending to certify the FEIR and approve General and Specific Plan Amendments, the Tentative Tract Map and Development Agreement and to review with the Applicant various comments concerning those documents.

Staff has prepared appropriate Resolutions intended to enact the directions provided by the Planning Commission generally in support of the development proposal presented by the applicant.

BACKGROUND

In order to implement the direction of the Planning Commission Staff, PBS&J and the City Attorney have prepared various documents. These include:

1. Volume 3 of the FEIR which includes the Errata, Comment Letters and Responses, and additional documentation.

2. Resolution PC-1427 which recommends certification of the EIR and includes attachments setting forth required Findings, a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP). **NOTE THAT THIS DOCUMENT IS NOT YET COMPLETE AND WILL BE DISTRIBUTED TO YOU AS SOON AS POSSIBLE NEXT WEEK PRIOR TO THE MEETING.**
3. Resolution PC-1428 which recommends approval of various amendments to the San Dimas General Plan generally consistent with Option A identified in the prior report. Staff has conferred with the Applicant as requested.
4. Resolution PC-1429 which recommends approval of various amendments to Specific Plan No. 25 generally consistent with Option A identified in the Staff Report. Staff has conferred with the Applicant as requested.
5. Resolution PC-1430 which recommends conditional approval of Tentative Tract Map 70583. Some revisions have been made to the conditions of approval after considering applicant comments. A red-line version showing changes from the prior Staff report is attached to this report.
6. Resolution PC-1431 which recommends approval of a Development Agreement for this project. There have been no changes to the development Agreement and the parties are not currently in agreement on certain terms previously identified.

RECOMMENDATION

Resolutions PC-1427 through 1431 have been prepared to implement the direction of the Planning Commission.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:
1. Redline version of Tentative Tract Map Conditions of Approval
2. Redline version of Applicant's request regarding Development Agreement

Planning Commission Staff Report

DATE: November 17, 2010

TO: Planning Commission

FROM: Planning Department

SUBJECT: General Plan Amendment 08-02 - changing various policies, objectives and descriptive text for Brasada residential project in the Northern Foothills.

Municipal code Text Amendment 08-04 – revising Specific Plan No. 25 related to permitted densities and development standards for the Brasada residential project.

BACKGROUND

The proposed revisions to the San Dimas General Plan and Specific Plan No. 25 are set forth in detail in the two Attachments to this report. The revisions are associated with Tentative Tract Map 70583. The policies, objectives and/or regulations requiring revision are set forth in Chapter 4.9 of the DEIR.

ANALYSIS

San Dimas General Plan

The proposed project is not consistent with various existing policies and objectives set forth in the San Dimas General Plan. Since development projects such as tract maps must be found consistent with the General Plan some revisions are needed. These are detailed in Attachment A and the "Comments" portion of each amendment discusses the issues associated with each potential change.

Number	Affected Policy or Objective	Staff Recommendation
1	Policy 1.1.3 under Goals Statement L-1/Objective 1.1 - Development shall conform to terrain.	B*

2	Policy 2.1.1 under Goals Statement L-2/Objective 2.1 - Development shall conform to terrain.	A
3	Policy 2.1.2 under Goals Statement L-2/Objective 2.1 - Develop building sites which are reasonably accessible with minimal grading.	B
4	Objective 2.2 under Goals Statement L-2- Maintain the development at a very low estate density of 0 to 0.2 dwelling units/acre with the following sub categories: a) hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill); b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.	B
5	Objective 2.5 under Goals Statement L-2 - Preserve significant environmental features.	B
6	Policy 2.5.1 under Goals Statement L-2/Objective 2.5 - Minimize changes to the natural topography.	B
7	Policy 2.5.2 under Goals Statement L-2/Objective 2.5 - Follow hillside contours	B
8	Policy 9.1.5 under Goals Statement L-9/Objective 9.1- Preserve important view corridors.	B*
9	Objective 10.1 under Goals Statement L-10 - Development of the Northern Foothills shall be rural in character.	A
10	Policy 10.1.2 under Goals Statement L-10/Objective 10.1 – Maximum densities shall be as set forth in Figure II-5.1.	B*
11	Policy 10.1.3 under Goals Statement L-10/Objective 10.1 - Even where clustering is allowed, minimum parcel sizes shall not be less than two acres in size.	A
12	Objective 10.2 under Goals Statement L-10 - The visual intrusiveness of new development shall be minimized. Rather than relying on substantial landform modification to create artificial building pads, new development shall be designed to fit quietly into the natural character of the area.	B
13	Policy 10.2.1 under Goals Statement L-10/Objective 10.2– Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)	B
14	Policy 10.2.4 under Goals Statement L-10/Objective 10.2– Structures shall be sited in a manner that will fit into the hillside's contour and relate to the form of the	B

	terrain; retain outward views from the maximum number of units while maintaining the natural character of the hillside; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.	
15	Policy 10.2.7 under Goals Statement L-10/Objective 10.2- Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines and scenic areas, including their retention protected open space. Clustering is not to be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to created suburban style subdivisions within the Northern Foothills area.	A
16	Policy 10.2.8 under Goals Statement L-10/Objective 10.2 – The use of retaining walls and structures is encouraged when it significantly reduces site grading.	B
17	Policy 10.2.10 under Goals Statement L-10/Objective 10.2 - Houses shall not be excessively tall so as to dominate their surroundings. Structures shall be a maximum of one story in height, but may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.	B
18	Policy 10.2.17 under Goals Statement L-10/Objective 10.2 - Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, water tanks, antennae, utilities, etc so as to maintain a natural skylines.	B
19	Policy 10.4.3 under Goals Statement L-10/Objective 10.4 - Development projects are to be designed to protect habitat values and to preserve significant, viable habitat areas and habitat connections in their natural condition.	B*

20	Policy 10.4.4 under Goals Statement L-10/Objective 10.4 - Within proposed developments, primary emphasis is to be placed on protecting the integrity of habitats and habitat linkages.	B*
21	Policy 10.4.5 under Goals Statement L-10/Objective 10.4 - Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources is prohibited.	B*
22	Policy 10.4.7 under Goals Statement L-10/Objective 10.4 - Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present.	B*
23	Policy 10.4.9 under Goals Statement L-10/Objective 10.4 - The establishment of buffer zones adjacent to areas of preserved biological resources shall be required. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.	B*
24	Policy 5.1.1 under Goals Statement OS-5/Objective 5.1 - Development shall conform to terrain.	B*
25	Objective 5.2 under Goals Statement OS-5 - Preserve the topographic and scenic character of the Northern Foothills.	B*
26	Policy 4.1.1 under Goals Statement CN-4/Objective 4.1- Designate the Northern Foothills as very low density residential development to minimize grading and protect its natural appearance.	B*
27	SEE ATTACHMENT A FOR DETAILED TEXT	B
28	RESIDENTIAL DENSITY CATEGORIES. The following are the standards for residential density categories:	B

Residential Category	**Dwelling Units/Acre**
Northern Foothills	See Exhibit II-5.1
Single Family Estate Very Low	0-.2
Single Family Very Low	.21-3
Single Family Low	3.1-6
Low/Medium	6.1-8
Medium	8.1-12
High	12.1-16

	Single Family Estate Very Low: Density uses are very low density single family detached and large estate developments with the following subcategories: a) Hillside residential with rural standards grading to terrain minimum 150' between structures; b) Puddingstone Hills – 1-1/2 to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size. These areas shall comply with the Hillside Development Regulations.	
29A	SEE ATTACHMENT A FOR DETAILED TEXT	B
29B	SEE ATTACHMENT A FOR DETAILED TEXT	B
29C	SEE ATTACHMENT A FOR DETAILED TEXT	B*

- indicates no change

The Attachment has been prepared to offer two options for most of the General Plan revisions. In all cases Option A would accommodate the project as proposed with a few minor exceptions. These exceptions relate to some minor revisions to the Conceptual Grading Plan to accommodate additional landform grading, the permissible number of two story lots (16 requested vs. 25% or 15) and the minimum parcel size at 0.50 acres (two parcels are 0.48). Some but not all of the Options B's are consistent with the project as submitted but Option B does promote more substantial revisions including more extensive grading modifications and a reduction in the requested number of lots 61 vs. 54).

Specific Plan No. 25

The proposed project similarly requires multiple revisions to Specific Plan No. 25. the format of the Specific Plan requires a slightly different approach to highlighting these changes but does present options to a number of the requested changes.

Section	Description	Staff Recommendation
18.542.010.B	Purpose	B
18.542.010.D.2 &.5 & .10	Development Standards intent	B*
18.542.105 (new)	Establishes two Planning Areas	Support
18.542.110	Maximum allowable density	B
18.542.120-150 & .200	Minor changes for planning area uses	Support

18.542.210	Minimum lot size	Support
18.542.230	Grading standards	B
18.542.250	Building height	B
18.542.270	Lot and Site Design	Support
18.542.380	Horsekeeping	B*
Exhibit A	Delineation of Planning Areas	Support

* No change

The Attachment has been prepared to offer two options for some of the Specific Plan revisions. In all cases Option A would accommodate the project as proposed with a few minor exceptions. These exceptions relate to some minor revisions to the Conceptual Grading Plan to accommodate additional landform grading, the permissible number of two story lots (16 requested vs. 25% or 15) and the minimum parcel size at 0.50 acres (two parcels are 0.48). Some but not all of the Options B's are consistent with the project as submitted but Option B does promote more substantial revisions including more extensive grading modifications and a reduction in the requested number of lots 61 vs. 54).

Horsekeeping

Issues associated with potential changes to horsekeeping standards have been referred to the Equestrian Commission for comments. The minutes of the meeting are attached. Generally the Commission, as it relates to the MCTA, does not support creating different horsekeeping standards for this project from those set forth for the remainder of the City. Other issues of concern for the Equestrian Commission are set forth in the Tract Map discussion.

RECOMMENDATION

Staff recommends approval of revisions to the General Plan and Specific Plan as noted in the shaded options boxes in Attachments A and B.: The Planning Commission should direct Staff to prepare Resolutions with appropriate Findings for the December 1, 2010 meeting.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:

A. Revisions to the San Dimas General Plan
B. Revisions to Specific Plan No. 25
C. Equestrian Commission Minutes of November 2, 2010

PROPOSED GENERAL PLAN AMENDMENT NO. 1

Existing Land Use Element Text

Policy 1.1.3 under Goals Statement L-1/Objective 1.1 - Development shall conform to terrain.

Option A

Development shall conform to terrain, except in limited circumstances where landform modifications are deemed appropriate and where such modifications enhance opportunities to preserve natural open space.

Option B

No change.

Comments:

Portions of the proposed project would be designed to preserve and conform to the existing terrain by locating lots in the central-western valley portion of the project site. The proposed project would also require substantial grading on other portions of the site significantly altering the natural topography into a more suburban style project.

This policy applies City wide and, as such, establishes a useful standard in evaluating various landform modifications where no specific standard applies. It should be noted that related Policy 2.1.1 requires development within various foothill areas (Northern Foothills, Puddingstone Hills and Way Hill) to conform to the terrain. Option B retains the City-wide standard and issues raised by the project can be addressed adequately in Policy 2.1.1.

PROPOSED GENERAL PLAN AMENDMENT NO. 2

Existing Land Use Element Text

Policy 2.1.1 under Goals Statement L-2/Objective 2.1 - Development shall conform to terrain.

Option A

Revise Policy 2.1.1 as follows:

Development shall conform to terrain, except in limited circumstances in the Northern Foothills where landform modifications are deemed appropriate and where such modifications enhance opportunities to preserve natural open space.

Option B

Revise Policy 2.1.1 as follows:

Development shall conform to terrain, except in limited circumstances where landform modifications are deemed appropriate and where such modifications enhance opportunities to preserve natural open space.

Comments:

Portions of the proposed project would be designed to preserve and conform to the existing terrain by locating lots in the central-western valley portion of the lot. The proposed project would also require substantial grading on other portions of the site significantly altering the natural topography.

Policy 2.1.1 applies specifically to designated foothill areas including the Northern Foothills, Puddingstone Hills and Way Hill. Option A would allow some terrain modification in return for natural open space preservation – but only in the Northern Foothills. Option B would allow it in other identified foothill areas including Puddingstone Hills (which are fully developed) and Way Hill (which has remaining opportunities albeit limited).

PROPOSED GENERAL PLAN AMENDMENT NO. 3

Existing Land Use Element Text

Policy 2.1.2 under Goals Statement L-2/Objective 2.1 - Develop building sites which are reasonably accessible with minimal grading.

Option A

Replace Policy 2.1.2 with the following:

Access to building sites in foothill areas shall utilize existing rights of way when feasible. Where new roadways are necessary, alignments shall minimize disruption to terrain unless other feasible options are not available. Designs which necessitate substantial grading and retaining walls shall include design features which blend into the hillsides to the extent feasible.

Add Policy 2.1.5 – Develop building pads with minimal grading unless larger pads are deemed necessary, except that any larger pads shall be allowed only where larger areas of natural open space are left in undisturbed condition and where screening from off-site visibility is provided.

Option B

Replace Policy 2.1.2 with the following:

Access to building sites in foothill areas shall utilize existing rights of way when feasible. Where new roadways are necessary, alignments shall minimize disruption to terrain unless other feasible options are not available. Designs which necessitate substantial grading and retaining walls shall include design features which blend into the hillsides to the extent feasible.

Add Policy 2.1.5 – Grading of building sites should avoid excessively large pads and be blended into the hillside terrain. Larger pads may be acceptable in flatter terrain and where visibility is minimal in order to accommodate clustered development where it is deemed appropriate.

Comments:

The project would require a substantial quantity of cut and fill (1,300,000 cubic yards) and would include grading on slopes in excess of 35 per cent. In addition the project would require extensive use of retaining walls due to proposed grading. Much of this grading is required to provide access via the extension of Cataract Avenue (versus the option of using existing motorways) and results in pads which average 25, 028 square feet and range from 13, 485 to 71, 813 square feet. These seem to be particularly large pads for the hillside terrain. While some portions of the site are flatter, it appears that the intent of the design is to maximize pad size to facilitate economic return rather than consider the limitations imposed by existing landform. Some adjustment to the proposed grading is suggested by Option B although any clustered development will result in significant landform modifications.

PROPOSED GENERAL PLAN AMENDMENT NO. 4

Existing Land Use Element Text

Objective 2.2 under Goals Statement L-2- Maintain the development at a very low estate density of 0 to 0.2 dwelling units/acre with the following sub categories: a) hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill); b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.

Option A

Revise Objective 2.2 to read as follows:

Maintain the development at ~~a very~~ lower ~~estate~~ density ~~of 0 to 0.2 dwelling units/acre~~ with the following sub categories: a) ~~hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill);~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering is feasible b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.

Option B

Revise Objective 2.2 to read as follows:

Maintain the development at a very low estate density of 0 to 0.2 dwelling units/acre with the following sub categories: a) ~~hillside residential with rural standards, grading to follow natural terrain and a minimum of 150-foot separation between buildings shall be maintained (not applicable to Way Hill);~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 b) Puddingstone Hills – minimum lot size shall be 1.5 to 3 acres; and c) Way Hill – minimum lot size shall be 1 acre, lots may be created…no new ridgeline lots are created.

Comments: The proposed project would include a General Plan Amendment that would increase the maximum allowable density for the project site. The existing General Plan maximum density of 0.2 du/ac used for the SFVLE designation would limit development to 54 houses on the 270 acre project. It is important to maintain the current density limitations in the Northern Foothills remembering that there are 700 acres outside of this project in the Northern Foothills. Yet the Settlement Agreement (an increase of 17 houses from the original 21) and additional project based revisions (to reduce ridgeline and hilltop development) suggest substantial density increases to accommodate this project. Option A would accommodate the proposed project with corresponding revisions to Exhibit II-5.1. Option B would limit the project to a maximum of 54 lots since it maintains the maximum of 0.2 dwelling units/acre. The SFVLE designation existed prior to the creation of the Northern Foothills designation and is the lowest density designation other than Northern Foothills.

PROPOSED GENERAL PLAN AMENDMENT NO. 5

Existing Land Use Element Text

Objective 2.5 under Goals Statement L-2 - Preserve significant environmental features.

Option A

Modify Objective 2.5 as follows:

Preserve significant environmental features, except where necessary to accommodate required access or needed utilities.

Option B

Modify Objective 2.5 as follows:

Preserve significant environmental features, except where necessary to accommodate required access or needed utilities. Significant features that may be altered shall be offset by preservation of natural open space.

Comments: The topography of the project site consists of rolling hills. Steep hills, valley areas and a lower lying bowl area that is relatively flat. The proposed project would significantly alter existing landforms through proposed site grading. Shuler Canyon is substantially altered to accommodate the extension of Cataract Avenue and drainage features of the project. At least one hilltop is reduced by 40-50 feet in height to create building sites and the water tank is located on a primary ridgeline. Much of the site remains undisturbed in its natural condition. Any alteration to significant features should be limited and balanced by preservation of other features and/or open space. The project is consistent with either option A or B.

PROPOSED GENERAL PLAN AMENDMENT NO. 6

Existing Land Use Element Text

Policy 2.5.1 under Goals Statement L-2/Objective 2.5 - Minimize changes to the natural topography.

Option A

Modify Policy 2.5.1 as follows:

Minimize changes to the natural topography, except where necessary to accommodate access, utilities and larger pads associated with clustered development where it is deemed appropriate.

Option B

Modify Policy 2.5.1 as follows:

Minimize changes to the natural topography, except where necessary to accommodate clustered development where it is deemed appropriate, access and utilities. Where topography is altered landform grading techniques shall be used. Use of taller retaining walls shall be minimized.

Comments: The proposed project would substantially alter the existing topography of the project site during proposed site grading. Most of the proposed grading results from the extension of Cataract Avenue which is the primary access for the project. An additional amount is needed to accommodate elevation requirements for the proposed water tank. Balancing grading on the project site further increases the proposed grading quantities. Nevertheless building pads being created are larger than usual for hillside conditions. Grading design results in significant landform alterations which are inconsistent for most hillside preservation goals and which are deemed significant and unavoidable by the EIR. Standards which limit unnecessary alterations and excessive pad sizes still seem appropriate. Option B would suggest some revisions to the conceptual grading plan are needed.

PROPOSED GENERAL PLAN AMENDMENT NO. 7

Existing Land Use Element Text

Policy 2.5.2 under Goals Statement L-2/Objective 2.5 - Follow hillside contours

Option A

Modify Policy 2.5.2 to read as follows:

Follow hillside contours, except where necessary to accommodate access, utilities and economically viable pads.

Option B

Modify Policy 2.5.2 to read as follows:

Follow hillside contours, except where necessary to accommodate access and utilities and clustered development where it is deemed appropriate. Where contours are altered landform grading techniques shall be used. Use of taller retaining walls shall be minimized.

Comments: The proposed project would substantially alter the existing topography of the project site during proposed site grading. Most of the proposed grading results from the extension of Cataract Avenue which is the primary access for the project. An additional amount is needed to accommodate elevation requirements for the proposed water tank. Balancing grading on site further increases the proposed grading quantities. Nevertheless building pads being created are larger than usual for hillside conditions. Grading design results in significant landform alterations which are inconsistent for most hillside preservation goals. There is little landform grading. Standards which encourage landform grading and minimize retaining walls seem appropriate. Option B would suggest some revisions to the conceptual grading plan are needed.

PROPOSED GENERAL PLAN AMENDMENT NO. 8

Existing Land Use Element Text

Policy 9.1.5 under Goals Statement L-9/Objective 9.1- Preserve important view corridors.

Option A

Modify Policy 9.1.5 to read as follows:

Preserve important view corridors. Any alterations should be minimized with appropriate screening and preservation of most view corridors.

Option B

No change.

Comments: The Northern Foothills area is considered an important visual resource when viewed from the city and surrounding areas. Implementation of the proposed project would alter existing landforms and may affect view corridors. A visual analysis indicates that the project's views are somewhat minimized. Additional screening of certain portions of the project may be appropriate. However, this is a city wide policy and, as such, it may not be necessary to revise it if appropriate changes are made to Goals statement L-10 which directly affect the Northern Foothills.

PROPOSED GENERAL PLAN AMENDMENT NO. 9

Existing Land Use Element Text

Objective 10.1 under Goals Statement L-10 - Development of the Northern Foothills shall be rural in character.

Option A

Modify Objective 10.1 to read as follows:

Development of the Northern Foothills shall be rural in character except in limited areas where smaller lots and clustering are appropriate and where this results in preservation of natural open space.

Option B

No change.

Comments: The proposed project is single family residential in character but the limited number of equestrian lots and the flatland grading techniques employed for much of the project create a more suburban style design not in keeping with a rural character. This approach is not appropriate for most, if not all, of the Northern Foothills. Portions of this site are a bit flatter with the valley area having been used for a stable in the past. If some non-rural development is considered suitable due to these circumstances it should be limited. Option B suggests that there should be some reconsideration of the project design to be more rural in nature. This could be accomplished by increasing the equestrian opportunities and reducing the number of lots that are less than one acre.

PROPOSED GENERAL PLAN AMENDMENT NO. 10

Existing Land Use Element Text

Policy 10.1.2 under Goals Statement L-10/Objective 10.1 – Maximum densities shall be as set forth in Figure II-5.1.

Option A

Modify Policy 10.1.2 to read as follows:

Maximum densities shall be as set forth in Figure II-5.1, which shall accommodate increased density in limited areas where clustering is deemed appropriate.

Option B

No change.

Comments: The proposed project includes 61 residential lots while the existing General Plan would allow approximately 29 lots on the subject site. The Settlement Agreement provides for an increase of 17 lots on a 200 acre portion of the current project. Additional lots are requested in return for design changes intended to remove 7 lots from a ridgeline and an exposed hilltop area. The latter 7 lots are "doubled" in the final project submitted due to stated differences in economic value of the lots foregone. Option A would clarify that the density would be altered to address whatever the final density would be including a stated reason for that density. The density changes would still be specified in Figure II-5.1. In Option B, there would simply be a reference to the Figure II-5.1 where any changes would be made. Staff intends to prepare density changes so they only apply to the subject project and not to any other areas in the Northern Foothills.

PROPOSED GENERAL PLAN AMENDMENT NO. 11

Existing Land Use Element Text

Policy 10.1.3 under Goals Statement L-10/Objective 10.1 - Even where clustering is allowed, minimum parcel sizes shall not be less than two acres in size.

Option A

Modify Policy 10.1.3 to read as follows:

~~Even where clustering is allowed,~~ Minimum parcel sizes shall vary based upon natural slope and proximity to a Development Feasibility Zone but shall not be less than two acres in size, except where clustering is deemed appropriate due to topography. Where clustering is allowed, minimum parcel sizes shall not be less than 0.5 acres.

Option B

None

Comments: Of the 61 lots proposed 33 are less than one acre in size with the smallest lot being 0.48 acres in size in the clustered portion of the project site. An additional 15 lots are between one and two acres in size. The existing Specific Plan limits parcels in a clustered land division to one acre in size. The opportunity to cluster smaller lots is only appropriate where the topography can accommodate these groupings of lots. Staff intends to prepare minimum parcel size changes so they only apply to the subject project and not to any other areas in the Northern Foothills.

PROPOSED GENERAL PLAN AMENDMENT NO. 12

Existing Land Use Element Text

Objective 10.2 under Goals Statement L-10 - The visual intrusiveness of new development shall be minimized. Rather than relying on substantial landform modification to create artificial building pads, new development shall be designed to fit quietly into the natural character of the area.

Option A

Modify Objective 10.2 to read as follows:

The visual intrusiveness of new development shall be minimized. ~~Rather than relying on~~ Substantial landform modification to create ~~artificial~~ building pads~~, new development shall be designed to fit quietly into the natural character of the area.~~ may be allowed in limited areas of the Northern Foothills where clustered development is deemed appropriate.

Option B

Modify Objective 10.2 to read as follows:

The visual intrusiveness of new development shall be minimized. ~~Rather than relying on substantial~~ Where limited landform modification to create ~~artificial~~ larger building pads to accommodate appropriate clustered development and access is allowed new development shall ~~be designed to fit quietly into the natural character of the area~~ utilize landform grading techniques to blend development into the natural topography to the extent feasible and shall preserve natural open space on portions of any development.

Comments: The topography of the project site consists of rolling hills. Steep hills,, valley areas and a lower lying bowl area that is relatively flat. The proposed project would significantly alter existing landforms through proposed site grading which contains very little landform grading. The intent of the General Plan to blend a project into the topography is difficult to achieve where clustering at the proposed density is allowed. While there has been effort to minimize visual intrusiveness in the proposed design, the landform is clearly being substantially altered to fit the project in rather than the converse. Option B would require substantial revisions to the current grading proposal.

PROPOSED GENERAL PLAN AMENDMENT NO. 13

Existing Land Use Element Text

Policy 10.2.1 under Goals Statement L-10/Objective 10.2– Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)

Option A

Modify Policy 10.2.1 to read as follows:

Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded where feasible. Retaining walls incorporating natural design elements may be taller where necessary to support access roads. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)

Option B

Modify Policy 10.2.1 to read as follows:

Except within bedrock, where manufactured slopes in excess of 5 vertical feet cannot feasibly be avoided, they shall be landform graded. Retaining walls incorporating natural design elements may be taller where necessary to support access roads. (Note: landform grading is a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical places designed to simulate the appearance of surrounding natural terrain.)

Comments: The proposed grading does not incorporate landform grading throughout making extensive use of retaining walls as high as 30 feet. Most of these retaining walls are necessary to support the extension of Cataract Avenue as the primary access and, to a lesser degree, additional roadways. As long as Cataract is the access there does not appear to be an effective way to avoid taller retaining walls. The project uses MSE walls in an attempt to blend into the topography. Within the project site, some additional landform grading could be accommodated with the use of taller retaining walls avoided. This would require some changes to the project design.

PROPOSED GENERAL PLAN AMENDMENT NO. 14

Existing Land Use Element Text

Policy 10.2.4 under Goals Statement L-10/Objective 10.2– Structures shall be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain; retain outward views from the maximum number of units while maintaining the natural character of the hillside; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.

Option A

Modify Policy 10.2.4 to read as follows:

Structures shall ~~be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain;~~ retain outward views from the maximum number of units while maintaining ~~the~~ natural open space character within the development ~~of the hillside~~; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.

Option B

Modify Policy 10.2.4 to read as follows:

Structures shall be sited in a manner that will fit into the hillside's contour and relate to the form of the terrain where clustered development is deemed appropriate; retain outward views from the maximum number of units while maintaining ~~the~~ natural open space character within the development ~~of the hillside~~; preserve vistas of natural hillside areas and ridgelines from public places and streets; and, preserve existing views and allow new dwellings access to views similar to those enjoyed from existing dwellings.

Comments: The proposed grading utilizes "flat-land" grading techniques and does not conform to existing contours over those portions of the site which are being graded. Approximately 90 acres on the site is altered with the remaining acreage left in its current relatively undisturbed condition. In some respects suggested revisions to the conceptual grading plan still have elements of "flat land" grading. This is largely a factor of the clustered development and lot sizes smaller than originally envisioned. Less substantial revisions could result in increased land form grading for some portions of the project.

PROPOSED GENERAL PLAN AMENDMENT NO. 15

Existing Land Use Element Text

Policy 10.2.7 under Goals Statement L-10/Objective 10.2- Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines and scenic areas, including their retention protected open space. Clustering is not to be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to created suburban style subdivisions within the Northern Foothills area.

Option A

Modify Policy 10.2.7 to read as follows:

Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines and scenic areas, including their retention protected open space. Clustering is not to be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to created suburban style subdivisions within the Northern Foothills area.

Option B

No change

Comments: To preserve open space and minimize grading, the proposed project would cluster development in a lower-lying valley that is situated in the central-western portion of the project site. Additionally, the proposed project would include a General Plan Amendment that would increase the maximum allowable density designated for the proposed project site. Certainly clustering was encouraged but the original intent was a less suburban style of subdivision design than is proposed. With the corresponding reduction in lot size the only option is to recognize that there will be some "suburbanization" in clustered portions of the project.

PROPOSED GENERAL PLAN AMENDMENT NO. 16

Existing Land Use Element Text

Policy 10.2.8 under Goals Statement L-10/Objective 10.2 – The use of retaining walls and structures is encouraged when it significantly reduces site grading.

Option A

Modify Policy 10.2.8 to read as follows:

The use of retaining walls and structures is ~~encouraged when it significantly reduces site grading~~ allowed where necessary to support access roads and driveways.

Option B

Modify Policy 10.2.8 to read as follows:

The use of retaining walls and structures is ~~encouraged when it significantly reduces site grading~~ allowed where necessary to support access roads and driveways. Effort shall be made to minimize the visual impact through the use of natural design features and terracing of multiple walls where feasible.

Comments: The proposed grading design for the project makes extensive use of retaining walls but it is not clear that this design reduces overall site grading by utilizing those techniques. As a result it seems necessary to adjust the standards at least for roadways and driveways. There are only a couple circumstances where retaining walls are incorporated into the pad grading. Both Option A and B would be consistent with the project as submitted.

PROPOSED GENERAL PLAN AMENDMENT NO. 17

Existing Land Use Element Text

Policy 10.2.10 under Goals Statement L-10/Objective 10.2 - Houses shall not be excessively tall so as to dominate their surroundings. Structures shall be a maximum of one story in height, but may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

Option A

Modify Policy 10.2.10 to read as follows:

Houses shall not be excessively tall so as to dominate their surroundings. Structures shall generally be limited to a maximum of one story in height, except that a limited number, not more than 25% of the lots being created, of two story structures may be allowed in conjunction with any land division., where a visual analysis demonstrates that any additional height does not increase visual intrusiveness. Structures ~~shall be a maximum of one story in height, but~~ may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

Option B

Modify Policy 10.2.10 to read as follows:

Houses shall not be excessively tall so as to dominate their surroundings. Structures shall generally be limited to a maximum of one story in height, except that a limited number, not more than 25% of the lots allowed, of two story structures may be allowed where a visual analysis demonstrates that any additional height does not increase visual intrusiveness. Structures ~~shall be a maximum of one story in height, but~~ may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

Comments: The proposed project includes 16 lots designated for future two story houses. The Settlement Agreement provided that there would be consideration for a "limited" number of two story lots. Under Option A or B, 15 (not 16) lots would be designated on the tract map for two story structures so a minor revision of the project would be necessary. Option B extends the opportunity for two story structures to other portions of the Northern Foothills where the specified criteria can be satisfied. There are only a few existing parcels that could satisfy the criteria,

PROPOSED GENERAL PLAN AMENDMENT NO. 18

Existing Land Use Element Text

Policy 10.2.17 under Goals Statement L-10/Objective 10.2 - Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, water tanks, antennae, utilities, etc so as to maintain a natural skylines.

Option A

Modify Policy 10.2.17 to read as follows:

Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, ~~water tanks,~~ antennae, utilities, etc so as to maintain a natural skylines.

Option B

Modify Policy 10.2.17 to read as follows:

Primary ridgelines should be protected from any construction activities, including but not limited to roads, structures, water tanks, antennae, utilities, etc so as to maintain a natural skylines. In limited circumstances where such facilities are deemed necessary their design shall incorporate feature which screen or minimize visual intrusiveness.

Comments: The proposed water tank is located on a designated primary ridgeline. It is designed to minimize its visual impact by shifting slightly off the ridgeline and setting it below grade. As such the project would be consistent with either option submitted. Option B simply adds additional design parameters.

PROPOSED GENERAL PLAN AMENDMENT NO. 19

Existing Land Use Element Text

Policy 10.4.3 under Goals Statement L-10/Objective 10.4 - Development projects are to be designed to protect habitat values and to preserve significant, viable habitat areas and habitat connections in their natural condition.

Option A

Modify Policy 10.4.3 to read as follows:

Development projects ~~are to be designed to protect~~ shall consider protection of habitat values and ~~to preserve~~ preservation of significant, viable habitat areas and habitat connections in their natural condition. Any disturbance shall be offset by appropriate mitigation.

Option B

No change.

Comments: It is possible to interpret the existing policy in a manner that mandates preservation. The revision would make it clear that mitigation is possible where preservation is not deemed feasible.

PROPOSED GENERAL PLAN AMENDMENT NO. 20

Existing Land Use Element Text

Policy 10.4.4 under Goals Statement L-10/Objective 10.4 - Within proposed developments, primary emphasis is to be placed on protecting the integrity of habitats and habitat linkages.

Option A

Modify Policy 10.4.4 to read as follows:

Within proposed developments, ~~primary emphasis is to be placed on protecting~~ the integrity of habitats and habitat linkages shall be considered. Any disturbance shall be offset by appropriate mitigation.

Option B

No change

Comments: It is possible to interpret the existing policy in a manner that mandates preservation. The revision would make it clear that mitigation is possible where preservation is not deemed feasible.

PROPOSED GENERAL PLAN AMENDMENT NO. 21

Existing Land Use Element Text

Policy 10.4.5 under Goals Statement L-10/Objective 10.4 - Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources is prohibited.

Option A

Modify Policy 10.4.5 to read as follows:

Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources ~~is~~ shall generally be prohibited. Any disturbance shall be offset by appropriate mitigation.

Option B

No change.

Comments: It is possible to interpret the existing policy in a manner that mandates preservation. The revision would make it clear that mitigation is possible where preservation is not deemed feasible.

PROPOSED GENERAL PLAN AMENDMENT NO. 22

Existing Land Use Element Text

Policy 10.4.7 under Goals Statement L-10/Objective 10.4 - Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present.

Option A

Modify Policy 10.4.7 to read as follows:

Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present, unless appropriate biological studies determine that the reduction is not significant.

Option B

No change.

Comments: It is possible to interpret the existing policy in a manner that mandates preservation. The revision would make it clear that mitigation is possible where preservation is not deemed feasible.

PROPOSED GENERAL PLAN AMENDMENT NO. 23

Existing Land Use Element Text

Policy 10.4.9 under Goals Statement L-10/Objective 10.4 - The establishment of buffer zones adjacent to areas of preserved biological resources shall be required. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.

Option A

Modify Policy 10.4.9 to read as follows:

The establishment of buffer zones adjacent to areas of preserved biological resources shall be required, where feasible. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.

Option B

No change.

Comments: It is possible to interpret the existing policy in a manner that mandates preservation. The revision would make it clear that mitigation is possible where preservation is not deemed feasible.

PROPOSED GENERAL PLAN AMENDMENT NO. 24

Existing Open Space Element Text

Policy 5.1.1 under Goals Statement OS-5/Objective 5.1 - Development shall conform to terrain.

Option A

Revise Policy 2.1.1 as follows:

Development shall conform to terrain, except in limited circumstances where landform modifications are deemed appropriate and where such modifications enhance opportunities to preserve natural open space.

Option B

No change

Comments: Portions of the proposed project would be designed to preserve and conform to the existing terrain by locating lots in the central-western valley portion of the project site. The proposed project would also require substantial grading on other portions of the site significantly altering the natural topography into a more suburban style project.

This policy applies City wide and, as such, establishes a useful standard in evaluating various landform modifications where no specific standard applies. It should be noted that related Policy 2.1.1 requires development within various foothill areas (Northern Foothills, Puddingstone Hills and Way Hill) to conform to the terrain. Option B retains the City-wide standard and issues raised by the project can be addressed adequately in Policy 2.1.1.

PROPOSED GENERAL PLAN AMENDMENT NO. 25

Existing Open Space Element Text

Objective 5.2 under Goals Statement OS-5 - Preserve the topographic and scenic character of the Northern Foothills.

Option A

Modify Objective 5.2 to read as follows:

Preserve the topographic and scenic character of the Northern Foothills, where feasible..

Option B

No change.

Comments: The Northern Foothills area is considered an important visual resource when viewed from the city and surrounding areas. Implementation of the proposed project would alter existing landforms and view corridors. This policy applies City wide and, as such, establishes a useful standard in evaluating various landform modifications where no specific standard applies.

PROPOSED GENERAL PLAN AMENDMENT NO. 26

Existing Conservation Element Text

Policy 4.1.1 under Goals Statement CN-4/Objective 4.1- Designate the Northern Foothills as very low density residential development to minimize grading and protect its natural appearance.

Option A

Modify Policy 4.1.1 to read as follows:

Designate the Northern Foothills as very low density residential development to minimize grading and protect its natural appearance, where feasible.

Option B

No change

Comments: The proposed project would be considered low density but includes a General Plan Amendment that would increase the existing maximum allowable density for the project site. This policy applies City wide and, as such, establishes a useful standard in evaluating various landform modifications where no specific standard applies.

PROPOSED GENERAL PLAN AMENDMENT NO. 27

Existing Land Use Element Text (pages II-5 & II-5A from Current Land Use Overview)

Northern Foothills:

The steepness and visual prominence of the Northern Foothills area create a unique challenge to the management of future development and the protection of the area's sensitive environment. The steep slopes are exposed to the south, southwest, and southeast, and are highly visible throughout the City of San Dimas and beyond. Of the 33 undeveloped properties within the Northern Foothills area, only two had average slopes less than 30 percent. Even at low, rural densities, significant grading would be required for residences and access roads. Grading at a 2:1 or even 1.5:1 slope ratio will result in extended benches before a daylight line can be reached.

In the past, the adopted objectives for hillside residential areas spoke to preservation of the natural landscape, while providing for rural residential development. The problem is that a policy of preserving the natural landscape could not be literally applied to the Northern Foothills area because any development within the rugged Northern Foothills would result in loss of the natural landscape and habitat. In addition, policies that are appropriate to other hillside areas within San Dimas cannot adequately address the unique needs and challenges of the Northern Foothills planning area. Thus, the General Plan should provide for a specific and separate policy direction for the Northern Foothills.

The guiding principle for managing environmental values and future development within the Northern Foothills area is to protect the area's natural environment and existing resources, and to ensure that the design/layout of future hillside developments (1) preserve sensitive resources in place, (2) adapt to the natural hillside topography and maximizes view opportunities ***to***, as well as ***from*** the development. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the Northern Foothills Area must be recognized, the priority between development and natural resource values should be given to protecting the resource.

Option A

Paragraphs 1 & 2 are unchanged with Paragraph 3 modified to read as follows:

The guiding principle for managing environmental values and future development within the Northern Foothills area is to protect the area's natural environment and existing resources, and to ensure that the design/layout of future hillside developments (1) preserve sensitive resources in place, (2) ~~adapt to~~ consider the natural hillside topography and maximizes view opportunities ***to***, as well as ***from*** the development. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project to the extent feasible understanding that limited areas appropriate for clustered development will likely require more substantial landform alteration. ~~Thus, although individual property rights within the Northern Foothills Area must be recognized, the priority between development and natural resource values should be given to protecting the resource.~~

Option B

Paragraphs 1 & 2 are unchanged with Paragraph 3 modified to read as follows:

The guiding principle for managing environmental values and future development within the Northern Foothills area is to protect the area's natural environment and existing resources, and to ensure that the design/layout of future hillside developments (1) preserve sensitive resources in place, (2) ~~adapt to~~ consider the natural hillside topography and maximizes view opportunities ***to***, as well as ***from*** the development. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project to the extent feasible understanding that limited areas appropriate for clustered development will likely require more substantial landform alteration. ~~Thus, although individual property rights within the Northern Foothills Area must be recognized, the priority between development and natural resource values should generally be given to protecting the resource.~~

Comments: These changes are intended to facilitate internal consistency with the policy and objective revisions so that descriptions match them. In this instance the issue is fitting the project into the terrain rather than altering the terrain to fit the project. Earlier comments have described the issues in adequate depth.

PROPOSED GENERAL PLAN AMENDMENT NO. 28

Existing Land Use Element Text (p. II-54 Residential Density Table & Single Family Estate Very Low Description)

RESIDENTIAL DENSITY CATEGORIES. The following are the standards for residential density categories:

Residential Category	**Dwelling Units/Acre**
Northern Foothills	See Exhibit II-5.1
Single Family Estate Very Low	0-.2
Single Family Very Low	.21-3
Single Family Low	3.1-6
Low/Medium	6.1-8
Medium	8.1-12
High	12.1-16

Single Family Estate Very Low: Density uses are very low density single family detached and large estate developments with the following subcategories: a) Hillside residential with rural standards grading to terrain minimum 150' between structures; b) Puddingstone Hills – 1-1/2 to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size. These areas shall comply with the Hillside Development Regulations.

Option A

Modify the SFVLE Description to read as follows:

Density uses are very low density single family detached and large estate developments with the following subcategories: a) ~~hillside residential with rural standards, grading to terrain minimum of 150-foot separation between structures;~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1 allowing for increased density where clustering is feasible; b) Puddingstone Hills – 1 ½ to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size.

Option B

Modify the SFVLE Description to read as follows:

Density uses are very low density single family detached and large estate developments with the following subcategories: a) ~~hillside residential with rural standards, grading to terrain minimum of 150-foot separation between structures;~~ Northern Foothills – hillside residential with density based upon per Exhibit II-5.1; b) Puddingstone Hills – 1 ½ to 3 acre minimum lot size; and c) Way Hill – 1 acre minimum lot size.

Comments: The proposed project includes a General Plan Amendment that would increase the maximum allowable density for the project site. The existing General Plan maximum density of 0.2 du/ac used for the SFVLE designation would limit development to 54 houses on the 270 acre project. It is important to maintain the current density limitations in the Northern Foothills remembering that there are 700 acres outside of this project in the Northern Foothills. Yet the Settlement Agreement (an increase of 17 houses from the original 21) and additional project based revisions (to reduce ridgeline and hilltop development) suggest substantial density increases to accommodate this project. Option A would accommodate the proposed project with corresponding revisions to Exhibit II-5.1. Option B would limit the project to a maximum of 54 lots since it maintains the maximum of 0.2 dwelling units/acre. The SFVLE designation existed prior to the creation of the Northern Foothills designation and is the lowest density designation other than Northern Foothills.

PROPOSED GENERAL PLAN AMENDMENT NO. 29A

Existing Land Use Element Text (p. II-55A & B Land Use Standards for Northern Foothills)

Northern Foothills: Essentially, the Northern Foothills area has four general areas available for development (see Exhibit II-5.2). These general areas are separated into a higher elevation portion (two areas) and a lower elevation portion (two areas). The higher and lower portions are separated by significantly steep slopes (<30 percent). While each of these four areas may accommodate some development, constructing acceptable means of access to the higher elevations will be difficult, except via existing, single lane unpaved roads. Constructing access roads to the higher elevation areas will result in severe grading, extended benches, ridge line alterations, and substantial visual impacts, as well as impacts to off-site properties.

The maximum allowable development densities for development shall be as shown in Exhibit II-5.1.

Exhibit II-5.1 – Maximum Allowable Density

Actual Slope	Development Feasibility Zone	
	Within	Outside
0 - 25%	1 du/5 acres	1 du/20 acres
25 - 35%	1 du/10 acres	1 du/20 acres
35-50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

Achievement of the maximum development intensity cited above is not guaranteed; the actual yield of any development is to be determined based upon:

- site-specific physical characteristics;
- the need for mitigation or avoidance of impacts to biological habitats;
- the environmental sensitivity of proposed site design, grading, and type of construction;
- available on-site and off-site access; and
- the ability of the proposed project to avoid impacts on other properties.

Individual developments within the Northern Foothills must be consistent with the general policies and actions contained in the General Plan, as well as the specific provisions, which apply to the Northern Foothills. It is specifically acknowledged that a project which meets applicable development policies might not achieve the nominal maximum development intensity for the site.

Within the Northern Foothills area, there are existing lots of record which exceed the maximum development densities cited above. For these parcels, one single family dwelling unit may be permitted, if such dwelling is constructed in a manner which minimizes alteration of the natural terrain, and if such construction can meet established health and safety requirements.

The 150-foot building separation policy which applies to other hillside areas in the City shall not apply to the Northern Foothills.

Option A

Revise Exhibit II-5.1 to read as follows:

The maximum allowable development densities for development shall be as shown in Exhibit II-5.1.

Exhibit II-5.1 – Maximum Allowable Density[1]		
	Development Feasibility Zone	
Actual Slope	Within	Outside
0 - 25%	1 du/5 acres	1 du/20 acres
25 - 35%	1 du/10 acres	1 du/20 acres
35-50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

1. The maximum allowable density may be increased from the base density otherwise allowed by this Exhibit in limited areas where clustered development is deemed appropriate. Said increase shall not exceed 0.225 dwelling units per acre.

Delete the last paragraph identified below:

~~The 150-foot building separation policy which applies to other hillside areas in the City shall not apply to the Northern Foothills.~~

Option B

Revise Exhibit II-5.1 to read as follows:

The maximum allowable development densities for development shall be as shown in Exhibit II-5.1.

Exhibit II-5.1 – Maximum Allowable Density[1]		
	Development Feasibility Zone	
Actual Slope	Within	Outside
0 - 25%	1 du/5 acres	1 du/20 acres
25 - 35%	1 du/10 acres	1 du/20 acres
35-50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

1. The maximum allowable density may be increased from the base density otherwise allowed by this Exhibit in limited areas where clustered development is deemed appropriate. Said increase shall not exceed 0.2 dwelling units/acre specified for SLVLE.

Delete the last paragraph identified below:

~~The 150-foot building separation policy which applies to other hillside areas in the City shall not apply to the Northern Foothills.~~

Comments: The proposed project would include a General Plan Amendment that would increase the maximum allowable density for the project site. The existing General Plan maximum density of 0.2 du/ac used for the SFVLE designation would limit development to 54 houses on the 270 acre project. It is important to maintain the current density limitations in the Northern Foothills remembering that there are 700 acres outside of this project in the Northern Foothills. Yet the Settlement Agreement (an increase of 17 houses from the original 21) and additional project based revisions (to reduce ridgeline and hilltop development) suggest substantial density increases to accommodate this project. Option A would accommodate the proposed project with corresponding revisions to Exhibit II-5.1. Option B would limit the project to a maximum of 54 lots since it maintains the maximum of 0.2 dwelling units/acre. The SFVLE designation existed prior to the creation of the Northern Foothills designation and is the lowest density designation other than Northern Foothills.

Both Options A and B limit any density increase to the subject property through the use of the footnote. Staff evaluated options for changing the standards but found it difficult to achieve within the specified parameters. In the end the specific plan creates separate planning areas in the Northern Foothills with varying densities.

PROPOSED GENERAL PLAN AMENDMENT NO. 29B

Existing Land Use Element Text (p. II-55D & E – Land Use Standards for the Northern Foothills)

Reasonable limitations on development intensity are needed for protection of sensitive environmental features, public safety, efficient provision of public services, and protection of existing public investments in adjacent open space lands. Thus, the general development strategy for the Northern Foothills area is to let the land dictate the location and intensity of use. Thus, the overall objective for the Northern Foothills planning area is to maximize preservation of the area's natural environment, recognize the opportunities and constraints that the land itself imposes, and accommodate such development as can be designed to minimize impacts on the natural environment and protect the public health and safety.

Debris from falling rocks, landslides, mudslides, and other hazards from developing on steep slopes are just some of the hazards of developing in these areas. The supply of public services (water, sewer, electricity, firefighters, police, etc.) can be cost prohibitive in mountainous areas such as the Northern Foothills. This is due to having to provide levels of service identical to those in the more urbanized areas, while encompassing significantly more land area. Police and firefighters many times have difficulty negotiating the steep, winding roads inherent to the mountainous areas, especially during periods of heavy rain and/or wild fires. In addition, with the grading necessary for development and the subsequent disturbance to the natural vegetation, runoff flows increase drastically during periods of either high wind and/or rainfall.

Given these facts, the Northern Foothills development strategy looks to minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within developed areas. The recommended development strategy recognizes that the limited development which can reasonably occur within the Northern Foothills will provide a sense of refuge and escape from the urban expanse of the Los Angeles metropolitan area.

Development within the area, even when clustered, should be rural in character. For purposes of the Northern Foothills Development strategy, "rural" is defined as:

"A way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are unencumbered by typical urban/suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities."

It is intended that future development within the Northern Foothills planning area be rural in character, as defined above.

It is also intended that future development within the Northern Foothills planning area be consistent with the appropriate level of development and environmental protection outlined below in Exhibit II-5.3. Whenever a division of land is proposed to accommodate more than a single family dwelling on an existing lot of record, the applicant shall provide such information to the City as needed to ascertain whether any of the specific environmental characteristics outlined in Exhibit II-5.3 occur on site.

Option A

Revise Paragraphs 3-6 to read as follows:

Given these facts, the Northern Foothills development strategy looks to minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within developed areas. The recommended development strategy recognizes that the limited development which can reasonably occur within the Northern Foothills will provide a sense of refuge and escape from the urban expanse of the Los Angeles metropolitan area.

~~Development within the area, even when clustered, should be rural in character. For purposes of the Northern Foothills Development strategy, "rural" is defined as:~~

~~"A way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are unencumbered by typical urban/suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities."~~

~~It is intended that future development within the Northern Foothills planning area be rural in character, as defined above.~~

Option B

Revise Paragraphs 3-6 to read as follows:

Given these facts, the Northern Foothills development strategy looks to minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within developed areas. The recommended development strategy recognizes that the limited development which can reasonably occur within the Northern Foothills will provide a sense of refuge and escape from the urban expanse of the Los Angeles metropolitan area.

Development within the most of the area ~~even when clustered~~ should be rural in character. For purposes of the Northern Foothills Development strategy, "rural" is defined as:

"A way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are generally unencumbered by typical urban/suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities."

It is intended that future development within the Northern Foothills planning area be rural in character, as defined above.

Limited areas may be deemed appropriate for smaller lot sizes and clustered development. In these areas some non-rural facilities are likely to be appropriate.

Comments: These changes are intended to facilitate internal consistency with the policy and objective revisions so that descriptions match them. In this instance the issue is fitting the project into the terrain rather than altering the terrain to fit the project. Earlier comments have described the issues in adequate depth.

PROPOSED GENERAL PLAN AMENDMENT NO. 29C

Existing Land Use Element Text (p. II-55 F & G – Exhibit II-5.3)

Exhibit II-5.3 – Recommended Environmental Thresholds and Appropriate Levels of Development		
General Description of Affected Lands	**Specific Environmental Characteristics**	**Appropriate Level of Development/ Environmental Protection**
Areas whose environmental values are such that any alteration of the natural landscape would create significant environmental impacts, including lands that have been previously been committed to open space as environmental mitigation in order to protect environmental resources.	Slopes in excess of 50 percent. Primary ridgelines forming a skyline. Occupied habitat areas of rare, threatened, or endangered species identified by federal or state law. Archaeological sites that have been preserved in place as mitigation for a previous development project. Floodways as defined by Federal Emergency Management Agency (FEMA).	Land use should be limited to environmental education, research, and enhancement programs. Development, including developed recreation, is generally inappropriate.
Areas with significant environmental features where a certain degree of development may be tolerated without significant environmental impacts provided that development is appropriately clustered.	Areas owned or managed by the U.S. Forest Service that are designated in the General Plan as "Open Space." Hillsides having a slope between 25 and 50 percent. Riparian and wetland vegetative communities, as well as woodlands; areas that provide connectivity between core wildlife habitats where few linkage options are available. Significant archaeological sites (as defined by Appendix K of CEQA Guidelines). Areas of known and/or current mass wasting/landslides. Areas subject to 100-year flooding as defined by FEMA. Areas of outstanding scenic value.	Land use should be limited to undeveloped and developed recreation and low intensity rural use. While the value of these lands is for preservation of environmental resources, development may be clustered into the least sensitive portions of the site in order to preserve and protect natural features. The specific environmental features described to the left in this table are to be preserved in place, and development should not be the visually dominant feature when viewed from designated scenic corridors. "Manufactured" open space areas, such as manmade slopes and introduced landscaping, should blend in with the surrounding natural environment.

Existing Land Use Element Text (p. II-55 F & G – Exhibit II-5.3 - CONTINUED)

Exhibit II-5.3 – Recommended Environmental Thresholds and Appropriate Levels of Development		
General Description of Affected Lands	**Specific Environmental Characteristics**	**Appropriate Level of Development/ Environmental Protection**
Lands that retain a natural or open character, or which include rural development that is compatible with the characteristic natural setting. These lands may contain isolated, significant environmental features; however, these features do not generally dominate the natural landscape. As a result, these lands are generally suitable for some level of development.	Rolling lands having slopes less than 25 percent, except in isolated areas. This does not include lands containing significant biological habitats such as riparian areas. Mixed coastal sage scrub. Areas located more than 600 feet from a two-lane roadway or motorway, or 300 feet from a motorway which does not provide for the passage of two vehicles. Designated scenic corridors. Areas of moderate natural scenic value.	New development should remain visually subordinate to the characteristic landscape. However, significant environmental features must be protected, and introduced landscaping, manufactured landforms, structures, roads, and other manmade features should be compatible with the surrounding natural environment. Thus, landform grading and landform planting techniques are to be incorporated into new development.
Infill lands within or adjacent to current development.	Developed lands, areas committed to development, and open lands that have not been committed to open space which will visually function primarily as part of existing developed lands. Areas not containing significant biological resources; previously disturbed lands where revegetation is impractical. Areas free from natural hazards. Areas without significant natural scenic values. Areas or primarily manmade landforms.	New development may replace the characteristic natural landscape. A developed rural character that is compatible with the characteristics of the adjacent community is anticipated. Thus, development may be visually different from natural features when seen in the foreground, new development and land management activities need not appear to borrow from the natural environment. To soften visual impacts, landform grading and landform planting techniques are to be incorporated into new development. New development should not dominate the background. The visual characteristics of background views are to be those of the natural environment.

Option A

In Section 2, Paragraph 2 revise Special Environmental Characteristics as follows:

Hillsides having a slope between ~~25~~ 35 and 50 percent.

In Section 2 revise Appropriate Level of Development as follows:

Land use should be limited to undeveloped and developed recreation and low intensity ~~rural~~ residential use. While the value of these lands is for preservation of environmental resources, development may be clustered into the least sensitive portions of the site in order to preserve and protect natural features. The specific environmental features described to the left in this table are to be preserved in place~~, and development should not be the visually dominant feature when viewed from designated scenic corridors~~. "Manufactured" open space areas, such as manmade slopes and introduced landscaping, should blend in with the surrounding natural environment.

In Section 3, Paragraph 1 revise Special Environmental Characteristics as follows:

Rolling lands having slopes less than ~~25~~ 35 percent, except in isolated areas. This does not include lands containing significant biological habitats such as riparian areas.

In Section 3 revise Appropriate Level of Development as follows:

New development should ~~remain visually subordinate to~~ be compatible with the characteristic landscape. However, significant environmental features should ~~must~~ be protected, and introduced landscaping, manufactured landforms, structures, roads, and other manmade features should be compatible with the surrounding natural environment. ~~Thus~~ Where feasible, landform grading and landform planting techniques should ~~are to~~ be incorporated into new development.

In Section 4 revise Appropriate Level of Development as follows:

New development may replace the characteristic natural landscape. A developed ~~rural~~ low intensity residential character that is compatible with the characteristics of the adjacent community is anticipated. Thus, development may be visually different from natural features when seen in the foreground, new development and land management activities need not appear to borrow from the natural environment. To soften visual impacts, landform grading and landform planting techniques ~~are to~~ should be incorporated into new development. ~~New development should not dominate the background. The visual characteristics of background views are to be those of the natural environment.~~

Option B

No change.

Comments: These changes are intended to facilitate internal consistency with the policy and objective revisions so that descriptions match them. In this instance the issue is fitting the project into the terrain rather than altering the terrain to fit the project. Earlier comments have described the issues in adequate depth.

Chapter 18.542 SPECIFIC PLAN NO. 25

Article I. General
18.542.010 Purpose and intent.

A. Responsible development of the Northern Foothills of the city can be ensured through the adoption of a development control mechanism that reflects thorough and comprehensive land use planning. The most suitable development control mechanism is the specific plan, which when adopted, serves both a planning function and a regulatory function.

B. The purpose of Specific Plan No. 25 is to provide for managing environmental values and future development within the northern foothills area in order to protect the area's natural environment and existing resources and to ensure that the design of future hillside developments preserves sensitive resources in place, adapts to the natural hillside topography and maximizes view opportunities to, as well as from, the developments. Overall, the strategy emphasizes fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the northern foothills area must be recognized, the priority between development and natural resource values should be given to protecting the natural resource.

Option A	Option B
The purpose of Specific Plan No. 25 is to provide for managing environmental values and future development within the northern foothills area in order to protect the area's natural environment and existing resources and to ensure that the design of future hillside developments preserves sensitive resources in place, ~~adapts to~~ considers the natural hillside topography and maximizes view opportunities to, as well as from, the developments. Overall, the strategy ~~emphasizes~~ encourages fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the northern foothills area must be recognized, the priority between development and natural resource values should be balanced ~~given to protecting the natural resource~~.	The purpose of Specific Plan No. 25 is to provide for managing environmental values and future development within the northern foothills area in order to protect the area's natural environment and existing resources and to ensure that the design of future hillside developments preserves sensitive resources in place, adapts, in most instances, to the natural hillside topography and maximizes view opportunities to, as well as from, the developments. Overall, the strategy emphasizes, where deemed feasible, fitting projects into their hillside setting rather than altering the hillside to fit the project. Thus, although individual property rights within the northern foothills area must be recognized, the priority between development and natural resource values should be given to protecting the natural resource, in most instances.

C. Specific Plan No. 25 establishes the type, location, intensity and character of development to take place. It functions as a general blueprint of future development, focusing on the physical characteristics of the site and integration of the same with surrounding uses.

D. Development standards are proposed to achieve the following objectives:

1. To minimize alterations to the natural terrain, not only to preserve natural environmental features, but also to protect residents' health and safety within nearby developed areas;

2. To provide an enriched rural residential environment with aesthetic cohesiveness, harmonious massing of structures, and interfacing of open space through the utilization of superior land planning and design;

Option A	Option B
To provide an enriched ~~rural~~ residential environment with aesthetic cohesiveness, harmonious massing of structures, and interfacing of open space through the utilization of superior land planning and design;	No change

3. To minimize the impact of new development into the surrounding viewshed, especially as seen from adjacent existing development;

4. To utilize current practices of good design, architecture, landscape architecture, civil engineering, and hillside land planning to preserve, enhance and promote the existing and future appearance and resources of hillside areas;

5. To protect public health and safety from the potential damaging effect of hillside alteration and to preclude conventional flat land development practices;

Option A	Option B
To protect public health and safety from the potential damaging effect of hillside alteration and to ~~preclude~~ minimize conventional flat land development practices;	No change

6. To provide for the planning, design and development of single-family residences that provide ample safety with respect to fire hazards, exposure to geological and geotechnical hazards, drainage and erosion;

7. To maximize preservation of the area's natural environment, recognize the opportunities and constraints that the land itself imposes, and accommodate such development as can be designed to minimize impacts on the natural environment and protect the public health and safety;

8. To provide a safe means of ingress/egress for vehicular, equestrian and pedestrian traffic to and within the northern foothills with a minimum disturbance to the natural terrain;

9. To preserve natural landforms in order to recognize and live within the limits placed by natural environmental constraints;

10. To facilitate development within the northern foothills which is rural in character and which contributes to the open space character of the area.

Option A	Option B
To facilitate development within the northern foothills which is ~~rural~~ low density residential in character and which contributes to the open space character of the area.	No Change

18.542.020 Authority and scope.

The adoption of Specific Plan No. 25 by the city is authorized by the California Government Code Title 7, Divisional Chapter 3, Articles 8 and 9, Sections 65450 through 65507.

18.542.030 Location.

Specific Plan No. 25 only applies to that property within the city indicated on Exhibit A attached to and located at the end of this chapter.

18.542.040 General notes and conditions.

A. Unless otherwise specified, all uses and development within Specific Plan No. 25 shall comply with the provisions of this code. Terms used in this chapter shall have the same meaning as defined in this code unless otherwise defined in this chapter.

B. Any details or issues not specifically covered in the specific plan shall be subject to the regulations of this code.

C. The approval of uses and development within the specific plan area shall be governed by Section 65450 et seq. of the Government Code.

D. All construction within the boundaries of this specific plan area shall comply with all provisions of the building code and the various mechanical, electrical and plumbing codes adopted by the city.

E. Minor modifications to the specific plan, which do not give rise to a conflict with the intent of the specific plan as approved, may be approved by the director of planning at his discretion.

F. A program environmental impact report which analyzes the "worst case" scenario for possible build-out and public improvements and for the cumulative impacts, which may occur by subsequent implementation of the specific plan, has been certified by the city council and is referenced by this section. This environmental impact report will be utilized as a master CEQA clearance document for future focused studies, if determined necessary by the city,

which will tier off of the program environmental impact report in accordance with Section 15152 of CEQA Guidelines, as amended.

G. Any land use not specifically authorized by Specific Plan No. 25 shall not be permitted.

H. If any regulation, condition, program or portion thereof of the specific plan is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and the invalidity of such section shall not affect the validity of the remaining provisions thereof.

18.542.050 Definitions.

A. "Average slope" means the average slope in a given geographical area as determined according to the following formula:

$$S = 2.29 \times 10^{-3} \, I \, L / A$$

S = Average slope percent

A = Total acreage of the area being measured

L = Length of each of the contours, in feet (with appropriate scale), within the area being measured

I = Contour intervals, in feet

B. "Natural slope" means the vertical change in elevation over a given horizontal distance prior to grading or any alteration.

C. "Landform grading" means a contour grading method which creates artificial slopes with curves and varying slope ratios in the horizontal and vertical planes designed to simulate the appearance of surrounding natural terrain.

D. "Rural" means a way of life characterized by living in an area with few people; a natural, peaceful, quiet setting; allowance for a sense of solitude; and, unhindered views of stars in the night sky. Rural areas are unencumbered by typical urban/ suburban facilities, including: curbs, gutters and sidewalks; street lighting except where needed for safety purposes; formal, manicured landscaping; and commercial facilities.

Article II. Land Uses

18.542.100 Development feasibility areas.

Areas identified for potential development consistent with the goals and objectives of Specific Plan No. 25 are depicted on Exhibit B attached to and located at the end of this chapter.

ADD THE FOLLOWING NEW SECTION:

18.542.005 Planning Areas

A. The incorporation of the planning area concept into this specific plan creates the opportunity to apply the maximum allowable density and some development standards differently to unique parts of this specific plan. This is beneficial due to varying opportunities for clustered development, access and utilities. The two planning areas are depicted as set forth on Exhibit A.

B. Planning area one consists of 270 ± acres comprising a single ownership at the southwesterly portion of the specific plan.

C. Planning area two consists of over 700 acres comprising the remainder of the specific plan.

18.542.110 Maximum allowable density.

ADD THE FOLLOWING NEW SUBSECTION AND RE-LETTER EXISTING SUBSECTIONS A-D:

OPTION A	OPTION B
A. The maximum allowable density for planning area one shall be 0.225 dwelling units per acre, not to exceed 61 dwelling units.	A. The maximum allowable density for planning area one shall be 0.2 dwelling units per acre, not to exceed 54 dwelling units.

~~A.~~ B. The maximum allowable density for ~~development~~ planning area two shall be as shown in the following table:

Table 18.542.110B

Maximum Allowable Density

	Development Feasibility Zone	
Natural Slope	**Within**	**Outside**
0 > 25%	1 du/ 5 acres	1 du/20 acres
25 > 35%	1 du/10 acres	1 du/20 acres
35 > 50%	1 du/20 acres	1 du/40 acres
50% or more	1 du/40 acres	1 du/80 acres

~~B.~~ C. Achievement of the maximum development intensity cited above is not guaranteed; the actual yield of any development is to be determined based upon:

1. Site-specific physical characteristics;

2. The need for mitigation or avoidance of impacts to biological habitats;

3. The environmental sensitivity of proposed site design, grading and type of construction;

4. Available on-site and off-site access and circulation; and

5. The ability of the proposed project to avoid impacts on other properties.

~~C.~~ D. Individual developments within Specific Plan No. 25 must be consistent with the general policies and actions contained in the General Plan. It is specifically acknowledged that a project that meets applicable development policies might not achieve the maximum development intensity for the site.

~~D.~~ E. Within the Specific Plan No. 25 area, there are existing lots of record that exceed the maximum development densities cited above. For these parcels, one single-family dwelling unit may be permitted without compliance with maximum allowable density and minimum lot size but subject to all other regulations and requirements of this specific plan.

18.542.120 Permitted land uses.

Primary uses in planning areas one and two of Specific Plan No. 25 are as follows:

A. Detached single-family residential;

B. Grazing;

C. Public parks and open space;

D. Public and private trails;

E. Public and/or quasi-public utility transmission, communication and/or service facilities, provided that the proposed facility shall be located a minimum of three hundred feet from the nearest residence and not exceed twenty-five feet in height.

18.542.130 Conditional uses.

Conditional uses in planning areas one and two of Specific Plan No. 25 are as follows:

A. Wireless communications facilities, in accordance with Section 18.150.070(B).

B. Equestrian facilities, including horse boarding.

18.542.140 Accessory uses.

Accessory uses in planning areas one and two of Specific Plan No. 25 are as follows:

A. Home occupations, in accordance with the provisions of Section 18.184.010;

B. Household pets, in accordance with the provisions of Section 18.20.060;

C. Animal keeping, in accordance with the standards set forth in Sections 18.28.020(C), 18.28.050 and 18.28.060, as applicable;

D. Horsekeeping, in accordance with the provisions of Section 18.542.380;

E. Public utility facilities, as approved by the director of planning;

F. Other uses similar to those stated which the development plan review board finds consistent with the spirit and intent of this specific plan.

18.542.150 Temporary uses.

Temporary uses in planning areas one and two of Specific Plan No. 25 are such uses as are permitted pursuant to Section 18.196.050.

Article III. Development Standards

18.542.200 Intent.

This article is intended to provide standards for development of all residential and open space land uses within the specific plan area. Any development standards which are applied differently between planning areas one and two are specifically identified. Where no distinction is made the development standards are applied the same throughout the specific plan.

18.542.210 Lot size.

The minimum lot size shall be as set forth in this section. The establishment of minimum lot sizes within Specific Plan No. 25 is intended to set minimum lot size only. The density of new development, whether it is within a clustered or a nonclustered project, shall not be permitted to exceed the maximum density allowed by the San Dimas General Plan. A clustered development consists of a minimum of five lots grouped together sharing a common access and being similar in lot size.

ADD THE FOLLOWING NEW SUBSECTION:

A. The minimum lot size within planning area one shall be as follows:

0.50 acres in a clustered land division

2 acres in a nonclustered land division

B. The minimum lot size in planning area two shall be as follows:

Average natural slope < 20 percent:

2 acres in a nonclustered land division

1 acre in a clustered land division

Average natural slope 20 to 48 percent:

Within Development Feasibility Zones:

5 acres in a nonclustered land division

1 acre in a clustered land division

Outside of Development Feasibility Zones:

20 acres in a nonclustered land division

2 acres in a clustered land division

Average natural slope > 48 percent:

40 acres in a nonclustered land division

2 acres within a clustered land division

18.542.220 Open space and "no building" areas.

These areas of the site in which development does not occur will be controlled and protected by the designation of a "no building" area. The intent of this "no building" area is to preserve the open space character of the areas from the introduction of visible man-made structures, preserving and enhancing the natural aesthetics of the area, while also maintaining the health, safety and welfare of the residents and protection of property. Restrictions in the "no building" area are as follows:

A. Grading is not permitted in these areas except for the following uses:

1. Fuel modification and limited access for fire control and emergency vehicles;

2. Recreational access for riding, hiking or other open space uses;

3. Protection of property from the effects of storm runoff, erosion, unstable soils or geologic conditions;

4. Road access for surrounding circulation;

5. Service access for utilities and flood control facilities;

6. Landscaping.

B. Where grading is warranted, the following techniques shall be employed:

1. A contour grading technique shall be used where the graded areas are visible from off-site areas of development unless the use of this technique results in significantly greater exposed slopes;

2. Grading shall be kept to a minimum and improvements shall be designed to conform to the terrain wherever possible. Graded slopes shall be concealed where possible and transitions between the graded slopes and natural-terrain shall be gradually adjusted and blended.

C. No structures, appurtenances or walls may be constructed in this area except for those conditions listed in this section.

D. Introduced plant material is encouraged to be restricted to native species and/or those plant types presently existing on-site.

18.542.230 Grading.

Grading of the site shall conform to the standards set forth in this section. Construction grading permits shall not be issued unless the grading plans have first been reviewed and approved by the director of planning and city engineer.

Option A	Option B
A. Planning Area One.	A. Planning Area One.
1. Grading for the single-family detached lots is permitted under the following guidelines:	1. Grading for the single-family detached lots is permitted under the following guidelines:
a. Slopes are to be contoured and blended to harmonize with natural slopes, where feasible;	a. Slopes are to be contoured and blended to harmonize with natural slopes, where feasible;
b. Significant landform features as determined by the planning division, such as prominent trees, ridgelines and the like shall be preserved, where feasible;	b. Significant landform features as determined by the planning division, such as prominent trees, ridgelines and the like shall be preserved, where feasible;
c. Maximum vertical height of cuts and fills exposed or retained by walls from toe to top should not exceed twelve feet whenever possible;	c. Maximum vertical height of cuts and fills exposed or retained by walls from toe to top should not exceed twelve feet whenever possible;
d. The maximum steepness of exposed cuts and fills shall not exceed 2:1, and preferably 3:1 for fills;	d. The maximum steepness of exposed cuts and fills shall not exceed 2:1, and preferably 3:1 for fills;
e. Berms and or back-cut grading shall be utilized to screen improvements on prominent lots from off-site visibility;	e. Berms and or back-cut grading shall be utilized to screen improvements on prominent lots from off-site visibility;
f. No grading of building pads shall be permitted prior to precise plan approval;	f. Building pads shall conform to the following standards:

2. Grading is not permitted in the open space area or designated "no build" areas except for the following uses:

a. Fuel modification and access for fire control and emergency vehicle access,

b. Recreational access for hiking or other open space uses,

c. Protection of property from the effects of storm runoff, erosion or unstable soils or geologic conditions,

d. Road access for surrounding circulation,

e. Construction of underground utilities and water tanks,

f. Landscaping;

3. Grading for access roadways and driveways shall conform to the following:

a. Tall retaining walls are required for access roads and are permitted subject to precise plan approval;

b. Retaining walls shall be designed to use mechanically stabilized earth or similar materials to blend as much as possible into the area.

c. Where conventional retaining walls are utilized, exterior surfaces shall use materials to achieve a natural finished appearance.

d. Landscaping shall be incorporated into retaining wall design to soften their appearance where possible.

4. Where grading is warranted as specified in this subsection, the following techniques shall be employed:

a. Contour grading technique shall be used where the graded areas are visible from off-site areas of development,

(1) In clustered development areas and for lots less than one acre in size, other than lots designated for equestrian use, the maximum building pad size shall not exceed 15,000 sq. ft. two thirds of the total lot size, whichever is greater;

(2) In non-clustered development areas and for lots greater than one acre in size and equestrian areas, maximum building pad size shall be determined as part of precise plan approval.

6. No grading of building pads shall be permitted prior to precise plan approval.

7. Grading is not permitted in the open space area or designated "no build" areas except for the following uses:

a. Fuel modification and access for fire control and emergency vehicle access,

b. Recreational access for hiking or other open space uses,

c. Protection of property from the effects of storm runoff, erosion or unstable soils or geologic conditions,

d. Road access for surrounding circulation,

e. Construction of underground utilities and water tanks,

f. Landscaping;

8. Grading for access roadways and driveways shall conform to the following:

a. Tall retaining walls are required for access roads and are permitted subject to precise plan approval;

b. Retaining walls shall be designed to use mechanically stabilized earth or similar materials to blend as much as possible into the area.

b. . Graded slopes shall be concealed where possible and transitions between the graded slopes and natural terrain shall be gradually adjusted and blended.

NOTE: The existing standards would be applied to Planning Area Two but need to be re-lettered and re-numbered.

c. Where conventional retaining walls are utilized, exterior surfaces shall use materials to achieve a natural finished appearance.

d. Landscaping shall be incorporated into retaining wall designs to soften their appearance where possible.

4. Where grading is warranted as specified in this subsection, the following techniques shall be employed:

a. Contour grading technique shall be used where either graded areas are visible from off-site areas of development.

b. Graded slopes shall be concealed where possible and transitions between the graded slopes and natural terrain shall be gradually adjusted and blended.

NOTE: The existing standards would be applied to Planning Area Two but need to be re-lettered and re-numbered.

A. Lots in this specific plan are predominantly located along the major change in topography and are highly visible to the surrounding community. The lots are located in an area of great landform sensitivity. The drainage of runoff will follow its natural course.

B. Housing shall be sited to take maximum advantage of any natural flat areas of the site for the location of the dwelling unit and any accessory structures in order to insure adherence to the grading standards applied in this subsection.

C. Prior to the issuance of a grading permit, the developer shall submit a tree removal plan for review and approval by the development plan review board. Trees six inches in diameter or larger to be removed shall be identified on the tree removal plan.

D. Grading is permitted under the following guidelines:

1. Grading shall be restricted to portions of a site with less than a thirty-five percent natural slope, except for the following, where limited grading may be permitted:

a. Fuel modification and limited access for fire control and emergency vehicles;

b. Recreational access for riding, hiking and other open space uses:

c. Protection of property from the effects of storm runoff, erosion, unstable soils or geologic conditions;

d. Road or driveway access;

e. Landscaping.

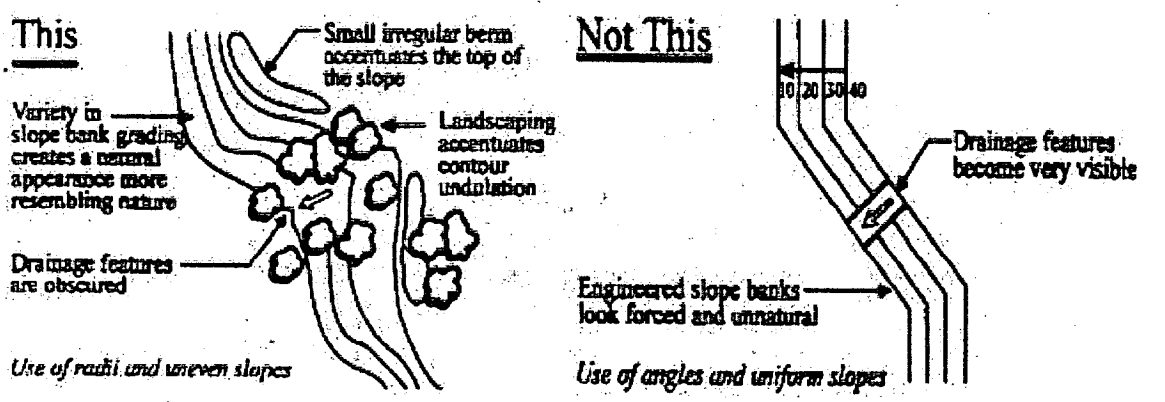
2. All graded slopes are to be contoured and blended to harmonize with natural slopes except where the use of contour grading techniques result in significantly greater exposed graded slopes.

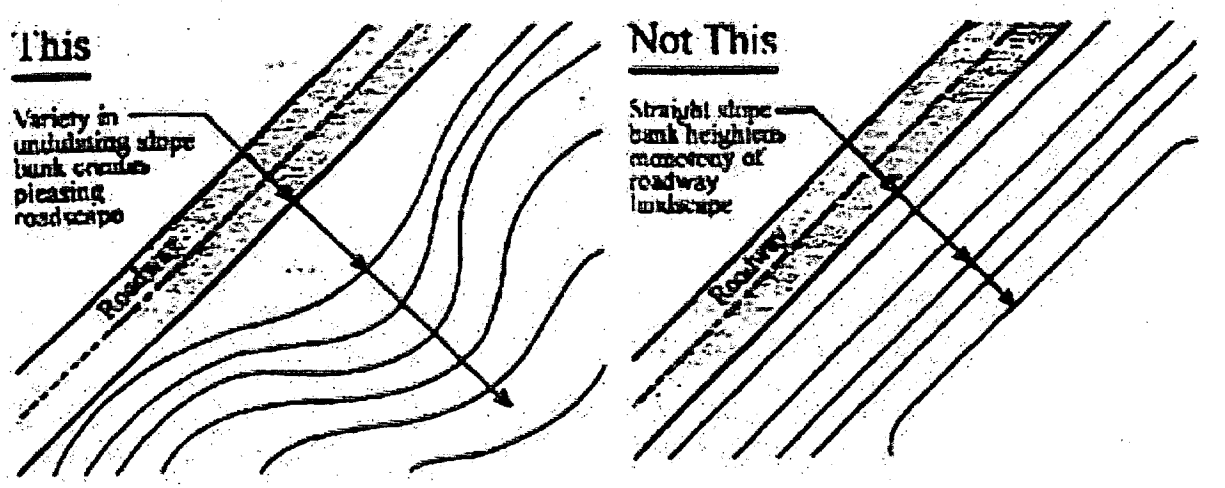
3. The extent of visible exposed cut or fill banks shall be limited to twelve feet except where the use of a specific grading technique minimizes the visual impact or aids in visual screening.

4. Significant landmark features as determined by the planning division, such as prominent trees and areas of special natural beauty, shall be preserved.

5. Where manufactured slopes greater than five feet in height are created, adequate provision shall be made to maintain such slope. A deed restriction shall be recorded acknowledging existence of such slope and the landowner shall indemnify the city from any damages associated with slope failure.

6. Except within bedrock, where manufactured slopes in excess of five vertical feet cannot feasibly be avoided, they shall be landform graded. Grading plans shall identify which slopes are to be landform graded and which are to be conventionally graded (See figures
below)





7. No grading of finished building pads shall be permitted prior to precise plan approval.

8. Any retaining wall which may be permitted shall comply with the following:

a. The use of retaining walls and structures is encouraged when it significantly reduces site grading.

b. Except where employed to facilitate construction of a single story residential dwelling, retaining structures shall be located and restricted to ~~four~~ twelve vertical feet in height so that they do not become a dominating visual feature (see figure below).

c. When taller retaining structures are built to accommodate a single-family dwelling unit, the retaining structure shall be located behind the dwelling so as to be screened from view by the house.

d. Where retaining walls face or will be visible from public streets, they should be faced with materials that help blend the wall into the natural character of the terrain.

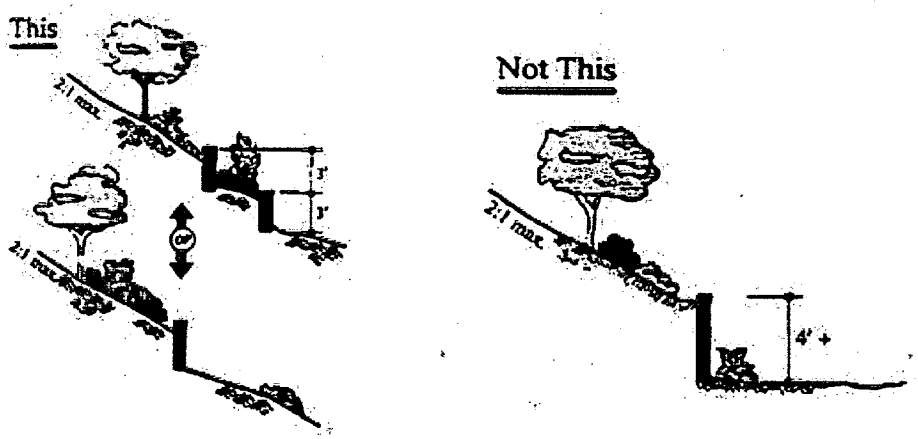
e. Large retaining walls in a uniform plane should be avoided. Break retaining walls into elements and terraces, and use landscaping to screen them from view.

7. No grading of finished building pads shall be permitted prior to precise plan approval.

8. Any retaining wall which may be permitted shall comply with the following:

a. The use of retaining walls and structures is encouraged when it significantly reduces site grading.

b. Except where employed to facilitate construction of a single story residential dwelling, retaining structures shall be located and restricted to ~~four~~ twelve vertical feet in height so that they do not become a dominating visual feature (see figure below).



c. When taller retaining structures are built to accommodate a single-family dwelling unit, the retaining structure shall be located behind the dwelling so as to be screened from view by the house.

d. Where retaining walls face or will be visible from public streets, they should be faced with materials that help blend the wall into the natural character of the terrain.

e. Large retaining walls in a uniform plane should be avoided. Break retaining walls into elements and terraces, and use landscaping to screen them from view.

18.542.240 Erosion—Slope maintenance.

A. Erosion. All manufactured slopes shall be planted or otherwise protected from the effects of storm runoff erosion and shall be benched or terraced as required to provide for adequate stability. Planting shall be designed to blend the slopes with the surrounding terrain and development. Irrigation facilities shall be required only where necessary to provide for proper maintenance of the planted areas.

B. Slope Maintenance. All slopes shall be maintained in accordance with the following provisions:

1. An agreement shall be prepared by the developer and submitted to the planning director and city attorney for review prior to the issuance of building permits. The agreement shall be signed and acknowledged by all parties having record title interest in the property to be developed, shall make the city a party thereto and shall be enforceable by the city. The agreement shall be approved by the city and recorded by the development prior to occupancy of units or buildings proposed for this project.

2. The agreement shall be subject to the following conditions:

a. The agreement shall be prepared and reviewed at the developer's sole cost and expense;

b. The agreement shall be in the form and content approved by the director of planning and city attorney, and shall include such provisions as are required by this approval and as the officials deem necessary to protect the interest of the city and its residents;

c. The agreement shall provide for the effective establishment, operation, management, use, repair and maintenance of all open space and "no building" areas;

d. The agreement shall provide that the property shall be developed, operated and maintained so as not to create a public nuisance;

e. The agreement shall provide that if the property is not maintained in the conditions required by the agreement then the city, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the agreement or the city's ordinances. The property shall be subject to a lien in favor of the city to secure any such expense not promptly reimbursed;

f. In addition, the agreement shall contain the following special conditions:

i. All improvements located within the slope areas, such as landscaping and sprinklers, shall be maintained in a safe condition and a state of good repair,

ii. Failure to maintain such improvements located on slope areas is unlawful and a public nuisance endangering the health, safety and general welfare of the public and a detriment to the surrounding community.

18.542.250 Building height.

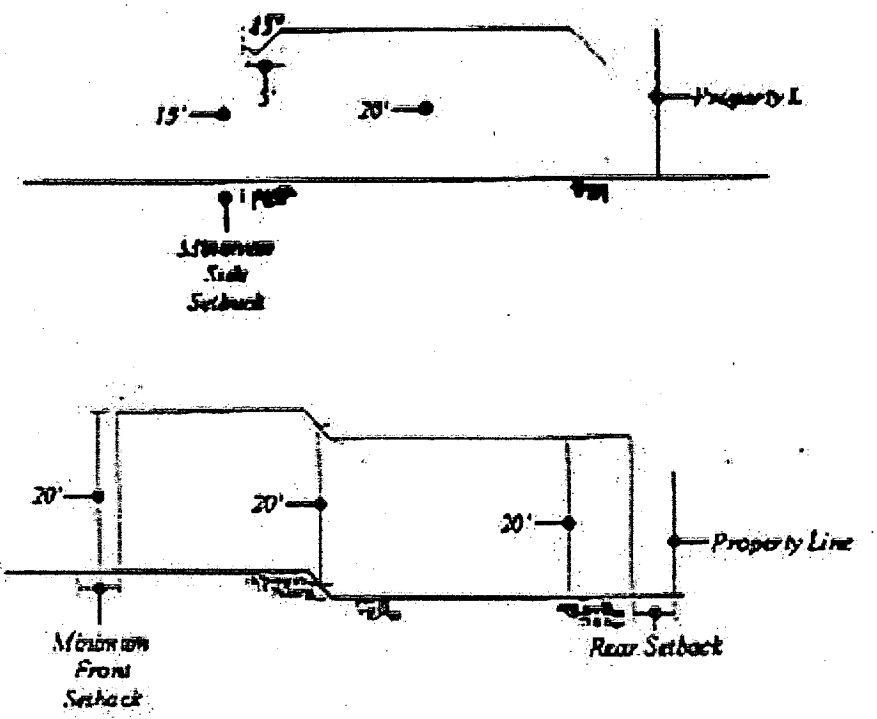
The maximum building height shall be as set forth in this section. Building height shall be measured from the average of the lowest point and highest point of contact with the ground to the highest portion of the structure

A. Building height shall not exceed one story and a maximum of twenty feet, <u>except as follows:</u>

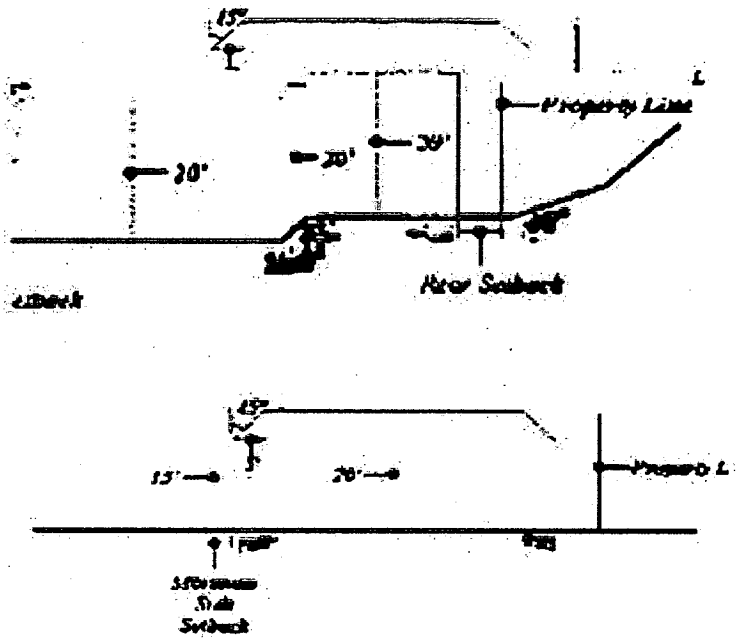
Option A	Option B
1. Where there is a land division of a minimum of four parcels, a limited number of two story structures, not exceeding 25 % of the total number of parcels thereby created, may be allowed. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Lots approved for such height increase shall be determined at time of parcel or tract map review and shall be so designated on the recorded map. Provided further that no other parcels shall be allowed for two story structures after the map is recorded.	1. On a parcel where a minimum of four parcels, a limited number of two story structures, not exceeding 25% of the total number of parcels allowed, may be approved. Such structures shall not exceed 35 feet in overall height. A visual analysis shall be required to demonstrate that the additional height will not increase visual intrusiveness. Any other parcels created in the future shall include a deed restriction prohibiting two story structures.

B. On sloping lots building height shall be determined as follows:

1. Downhill Lot. An overall maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots. (See figures below).

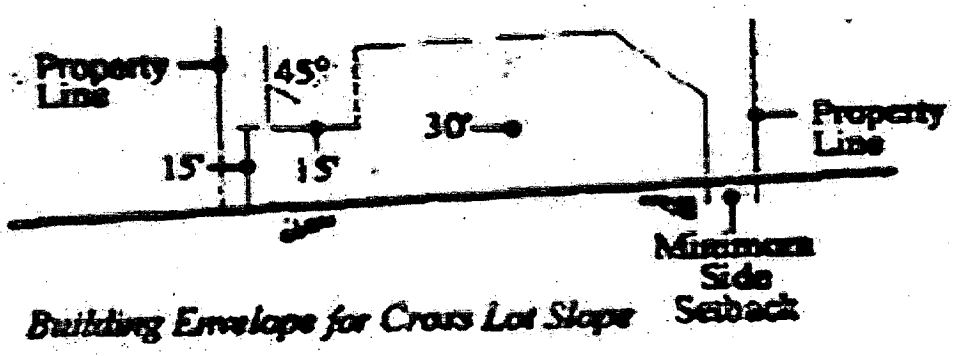


2. Uphill Lot. A maximum height of fifteen feet, except for approved two story designated lots, is permitted at the minimum front setback, and shall extend up and toward the rear of the lot at a forty-five degree angle to a maximum overall height of twenty feet, as measured from finished grade, except for approved two story designated lots. The maximum height at the side setbacks shall be fifteen feet extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet, as measured from finished grade, except for approved two story designated lots (See figures below).



3. Cross Slope Lots. A maximum height of twenty feet, except for approved two story designated lots, is permitted, as measured from finished grade, from the minimum front setback extending towards the rear of the lot. The maximum height at the side setbacks shall be fifteen feet, except for approved two story designated lots, extending towards the center of the lot at a forty-five degree angle to a maximum height of twenty feet as measured from finished grade, except for approved two story designated lots (See figure below).

Street Elevation



Building Envelope for Cross Lot Slope

18.542.260 Setbacks.

A. Front Yard Setbacks. Front yard setbacks shall be a minimum of fifty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

B. Side Yard Setbacks. Side yard setbacks shall be a minimum of forty feet but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

C. Setbacks for Accessory Structures. Setbacks for accessory structures shall be as established by the development plan review board, but no less than forty feet to the side or rear yard property line but a lesser minimum setback may be reviewed and approved by the development plan review board if warranted by topographic conditions or to otherwise comply with the intent of standards set forth in this specific plan.

18.542.270 Lot and site design.

All site plans shall be in compliance with the following standards:

A. New development shall be designed to fit into the natural character of the area rather than relying on substantial landform modification to create artificial building pads.

Option A	Option A
Delete Subsection A and re-letter	No change

B. The visual intrusiveness of new development shall be minimized.

C. Site design shall utilize varying setbacks, structure heights, innovative building techniques, and retaining walls to blend structures into the terrain.

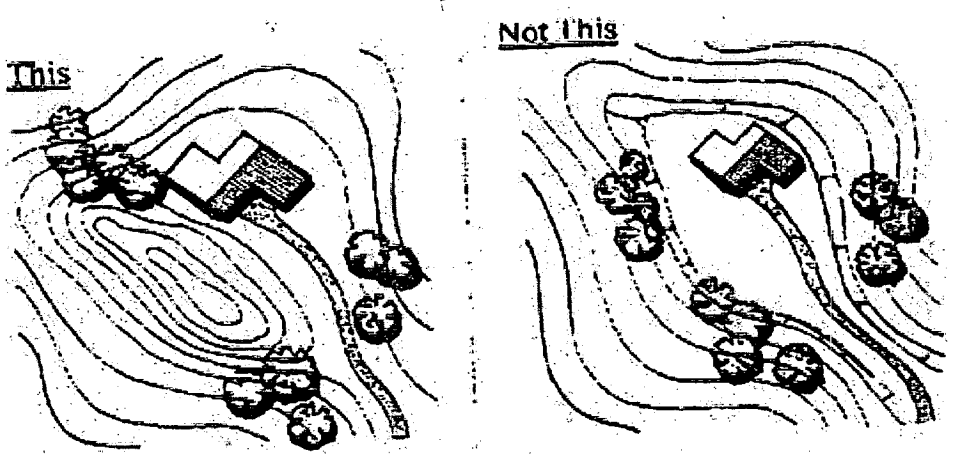
D. Lot and site design shall consider building separation ~~to maintain a rural character and~~ to facilitate privacy between residential structures.

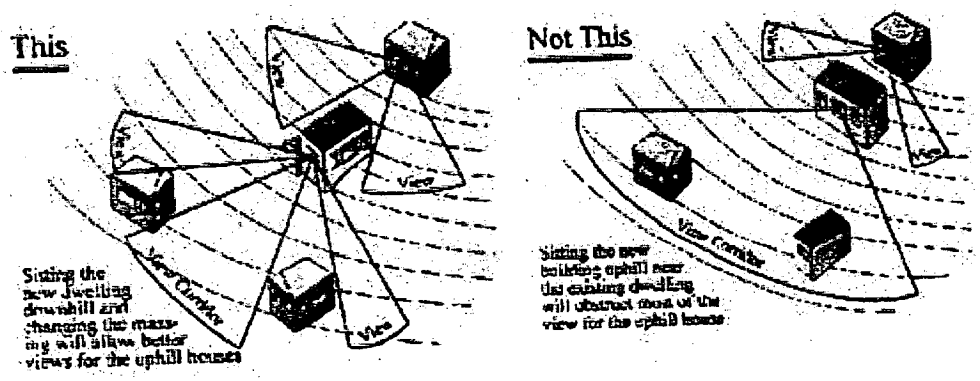
E. Site design shall allow for different lot shapes and sizes, as well as the provision of split development pads, with the prime determinant being the natural terrain.

~~F. Houses shall not be excessively tall so as to dominate their surroundings. Structures shall be a maximum of one story in height, but may be constructed on split, flat pads contained within a limited envelope parallel to the finished grade, rather than "jutting out" over natural slopes.~~

~~G.~~ F. Flag lots shall be allowed in areas where it is demonstrated that the end result is the preservation of natural topography by minimizing grading.

~~H.~~ G. Structures shall be sited in a manner that will fit into the hillside's contour, except in an approved clustered development, and relate to the form of the terrain; retain outward views while maintaining the natural character of the hillside; preserve vistas of natural hillside areas and ridgelines from public places and streets; preserve existing views; and, allow new dwellings access to views similar to those enjoyed from existing dwellings (see figures below).





I. Clustered development is encouraged as a means of preserving the natural appearance of the hillside and maximizing the amount of open space. Under this concept, dwelling units are grouped in the more level portions of the site, while steeper areas are preserved in a natural state as "no building" areas. ~~Any clustered development shall comply with the following standards.~~

~~1. The effect of permitted clustering is to enhance the environmental sensitivity of a development project, and facilitate the permanent protection of key features of the natural environment, such as steep slopes, biological habitats, ridgelines, and scenic areas, including their retention are protected open space areas.~~

~~2. Clustering shall not be used to increase the overall density of an area beyond that which is otherwise permitted by the General Plan and applicable zoning regulations, nor is clustering to be used to create suburban-style subdivisions within the northern foothills area.~~

~~3. All development, including clustered development, shall be rural in character.~~

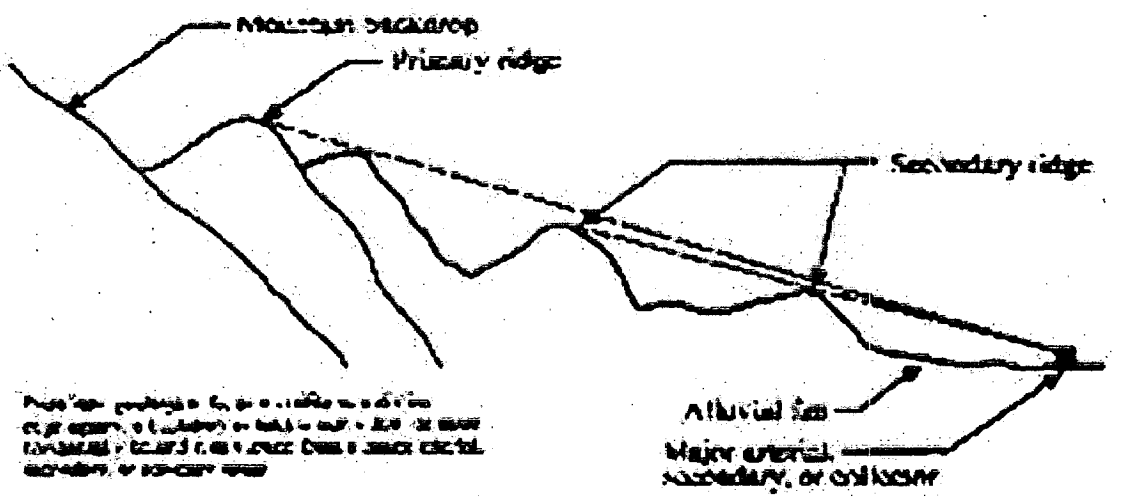
~~4. The location of clustered units shall be restricted to portions of a site with less than a thirty-five percent natural slope.~~

~~5.~~ 1. Clustered development must preserve open space in its natural state. Adequate legal provisions shall be made to ensure the preservation of open space areas in perpetuity.

~~6.~~ 2. When viewed from outside the northern foothills area from the south, southwest and southeast, clustered subdivisions are to have no greater visual impacts than would a nonclustered development.

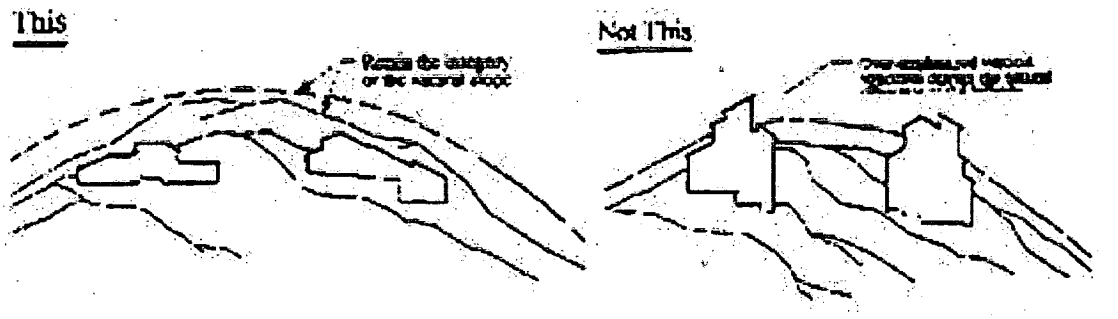
J. Primary and secondary ridgelines are identified on Exhibit C attached and part of this chapter and are subject to the following standards.

1. Primary ridgelines shall be protected from any construction activities including, but not limited to roads, structures, water tanks, antennae, utilities, and other structures or facilities so as to maintain a natural skyline (see figure below). Where the only feasible location for a structure is on a primary ridgeline, the structure shall be sited and designed to minimize any visual intrusiveness.



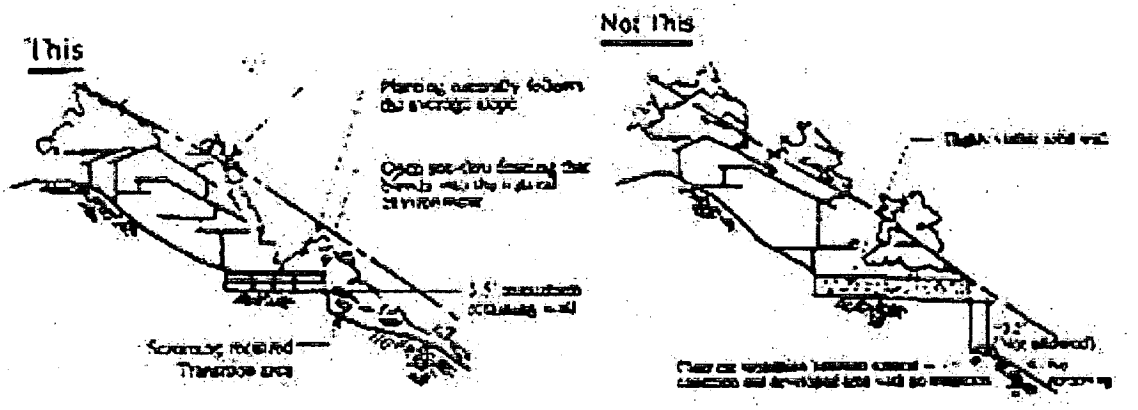
2. New parcels which have as their only feasible building site a primary ridgeline shall not be created. Where the only feasible building site within an existing parcel is on a primary ridgeline, the structure shall be sited at the lowest possible elevation on the site, and along the least visible portion of the ridge upon which a structure can feasibly be constructed.

3. Where development is proposed to occur adjacent to a primary ridgeline (a ridge which is visible against the sky as viewed from a public street), it should be set back a sufficient distance so as to be located below the ridgeline. The intent of this requirement is to maintain a natural skyline (see figure below).



4. Planting shall be used along recontoured secondary (nonskyline) ridges to recreate a natural silhouette, and to act as a backdrop for structures.

Trees shall be planted to create a continuous linear silhouette since gaps in the planting will not give the desired effect (see figure below).



18.542.280 Parking/driveways.

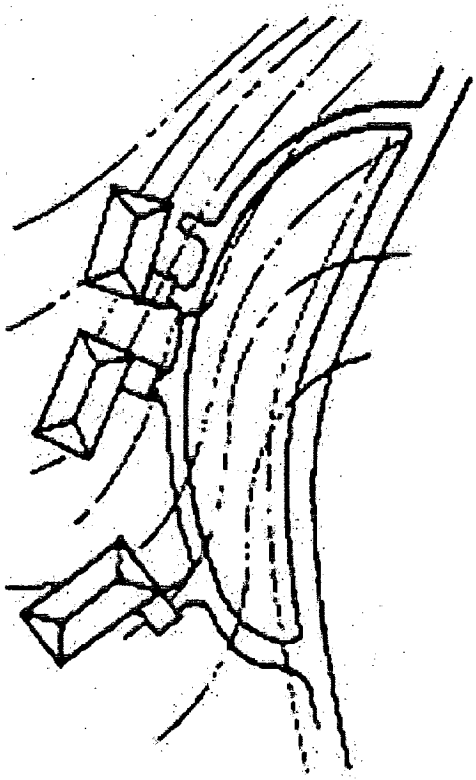
In addition to the standards established by Chapter 18.156, the following standards will apply:

A. General. Driveways and drives shall be designed to a grade and alignment that will provide the maximum of safety and convenience for vehicular, emergency and pedestrian use and in a manner which will not interfere with drainage or public use of the street areas. Driveways shall be located and designed to minimize disturbance to natural terrain.

B. A minimum of two off-street parking spaces within a fully enclosed garage shall be provided for each dwelling unit. In addition, four off-street parking spaces for guests shall be provided for each dwelling unit. Off-street guest parking may be reduced where it is found that sufficient on-street parking is available or excessive grading would be necessary to create the off-street guest parking.

C. Driveways shall have a minimum width of sixteen feet, unless modified to preserve natural terrain pursuant to the plan disposition procedure.

D. The occasional use of common driveways serving two or more residences can drastically reduce the potential monotonous repetition of driveways as well as reduce grading and the on-site costs of development. Driveways which serve more than one lot, as well as diagonal driveways running along contour lines, are encouraged as a means of reducing unnecessary grading, paving and site disturbance. These arrangements shall be encouraged (see figure below).



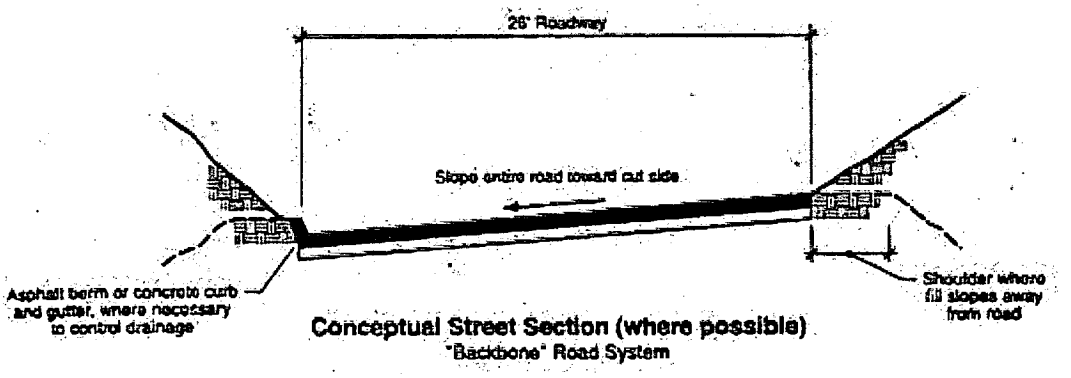
18.542.290 Access and circulation.

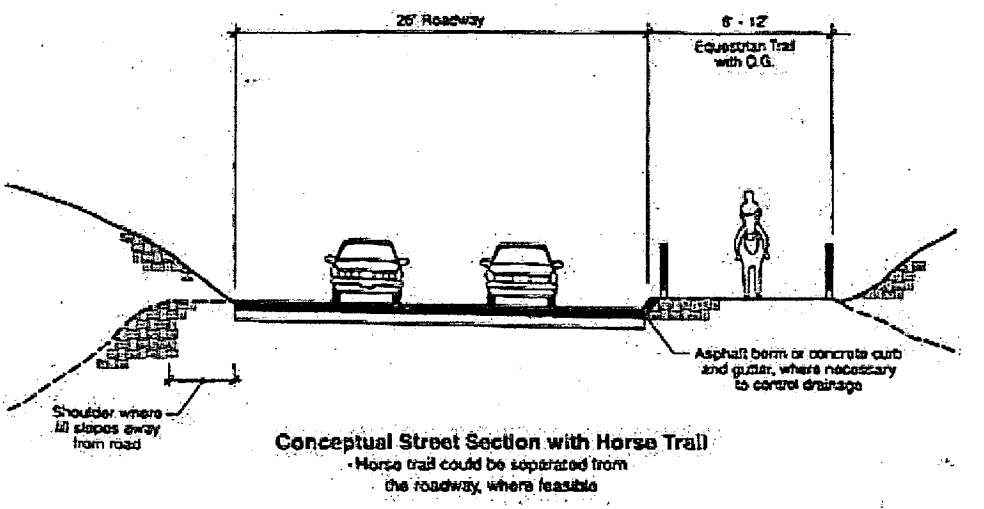
Plans delineating access to the subject site and areawide circulation shall be required and shall be in compliance with the following standards.

A. Street Design Standards. Street designs shall comply with the following standards:

1. Roadways within Specific Plan No. 25 shall provide for minimum safe passage of two cars along a paved road section, except in limited circumstances and as approved by the planning director and city engineer.

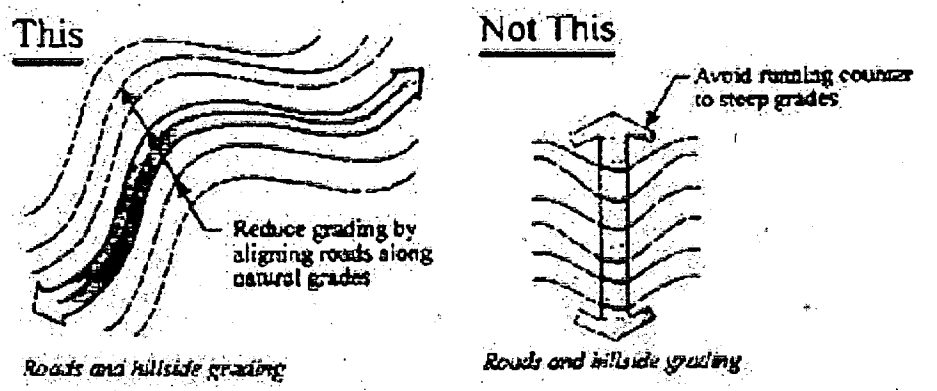
2. Street widths shall conform to the following minimum street sections. On-street parking shall be prohibited unless deemed safe or unless parking turn-outs are provided.

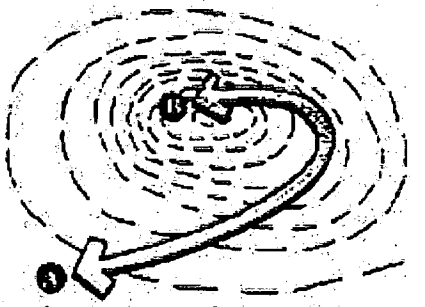




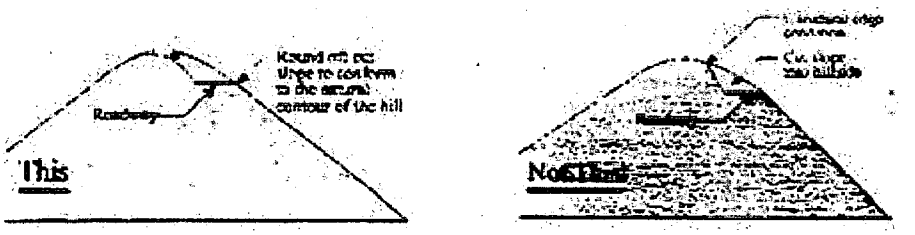
3. Streets shall follow the natural contours of the hillside to minimize cut and fill, where feasible (see figures below).

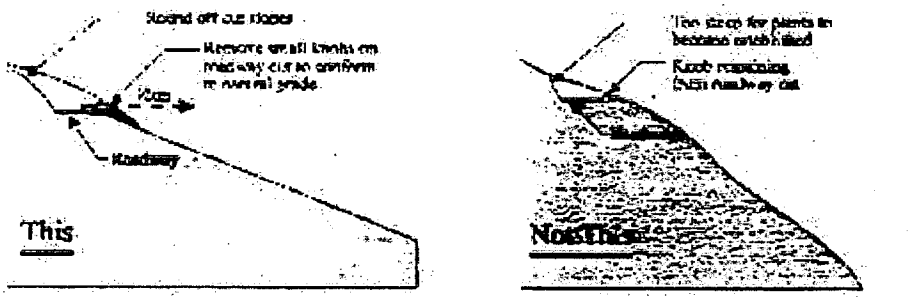
4. Streets may be split into two, parallel one-way streets, thereby effectively functioning as a two-way street with a median, in steeper areas to minimize grading and blend with the terrain (see figures below).

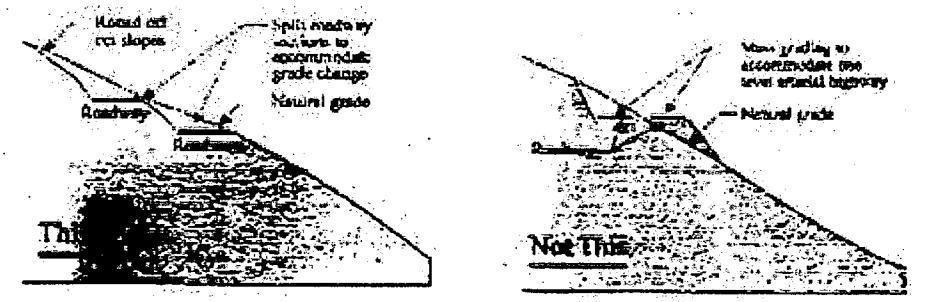




To get from A to B, route selection would be somewhere between perpendicular and parallel to the contours







5. Cul-de-sacs or loop roads are encouraged where necessary to fit the terrain.

6. On-street parking and sidewalks may be eliminated, subject to city approval, to reduce required grading.

B. Roadway Curve and Grade Standards. Roadway grades and curves should accommodate safety and emergency vehicles.

1. Existing roadway grade standards shall be applied to all proposed subdivisions and parcel maps. However, the planning director and city engineer may grant exceptions to existing roadway standards for grades and curves where, in their judgment, existing or future access cannot reasonably meet such standards. These exceptions are to be limited to providing access to a single-family dwelling on an existing lot of record along roadways which will ultimately serve a maximum of four dwellings, based on the maximum allowable density in the General Plan, and where not providing such an exception would effectively preclude access to an existing lot of record.

2. Where the planning director and city engineer grant an exception to roadway grade standards, owners whose land is served by such a roadway will be required to provide adequate assurance that the roadway will be kept properly maintained at all times. In addition, such landowners will be required to record a deed restriction which prohibits further subdivision of the property without meeting roadway grade standards and provides an acknowledgment of this special circumstance. Such owners will also be required to indemnify the city or any other service provider against any liability regarding emergency or nonemergency vehicle access.

C. Circulation Standards. Roadway improvements to provide access to parcels shall not adversely affect other properties through extensive grading, flood control facilities, or any other type of construction and/or requisite support infrastructure.

D. Reductions in Minimum Roadway Standards. In conjunction with the review of a development proposal, consideration may be given to reducing certain specified roadway standards pursuant to the following:

1. Within the upper elevations of the northern foothills area, a further reduction in required roadway width may be permitted for private roadways which will ultimately serve a maximum of four dwellings, based on the maximum allowable density permitted by the General Plan, and where not providing such a reduction would effectively preclude access to an existing lot of record. For such roadways, roadway standards may permit a curb-to-curb width which does not allow for passage of two vehicles (minimum sixteen feet, measured edge-to-edge) for a distance of up to one hundred fifty feet in any one segment.

a. Where such a reduction in roadway width is permitted, owners whose land is served by such a roadway shall be required to provide adequate assurance that the roadway will be kept properly maintained at all times. In addition, such landowners will be required to record a deed restriction which prohibits further subdivision of the property without meeting roadway width requirements, and provides an acknowledgment of this special circumstance. Such owners will also be required to indemnify the city or any other service provider against any liability regarding emergency or nonemergency vehicle access.

2. An exception to current city roadway requirements for street paving may be permitted along private roadways which will ultimately serve a maximum of four dwellings, based on the maximum density allowable in the General Plan. Such limited use roadways should be permitted to be hard packed (e.g., decomposed granite) as approved by the planning director and city engineer, provided that adequate maintenance is guaranteed to ensure that the roadway will be regularly graded and kept clear of ruts and debris.

a. Where such an unpaved roadway is permitted, owners whose land is served by such a roadway shall be required to provide adequate assurance that the roadway will be kept properly maintained at all times. In addition, such landowners will be required to record a deed restriction which prohibits further subdivision of the property without providing required paving, and provides an acknowledgment of this special circumstance. Such owners will also be required to indemnify the city or any other service provider against any liability regarding emergency or nonemergency vehicle access.

18.542.300 Storm drainage.

The provision of adequate flood control and/or erosion control measures for public and private roadways shall occur in a manner consistent with the rural character of the northern foothills.

A. The design of storm drainage facilities shall ensure the acceptance and disposal of storm runoff without damage to streets or to adjacent properties. The use of special structures to accept design storm runoff shall be incorporated into the street design where appropriate. All storm drainage facilities shall be subject to the approval of the planning director and the city engineer.

B. Require the provision of concrete curbs and gutters to the portions of the northern foothills only where they are needed to prevent erosion, as determined by the planning director and the city engineer. Within the northern foothills, rolled curbs are to be the preferred road edge along paved roads where such curbing will be adequate to contain drainage and prevent erosion.

18.542.310 Landscaping.

A. Design Concept. The general design concept is to maintain the scenic amenity represented by existing natural landforms and vegetation, with introduced plant materials designed to harmonize with the natural character of the site. The major open space areas will be retained in their natural state, and additional landscaping will be incorporated in specific perimeter areas to eliminate negative visual impacts both on and off the site through selective screening. Locations of key entries, visual screening and conceptual design shall be required as part of the conceptual landscape plan.

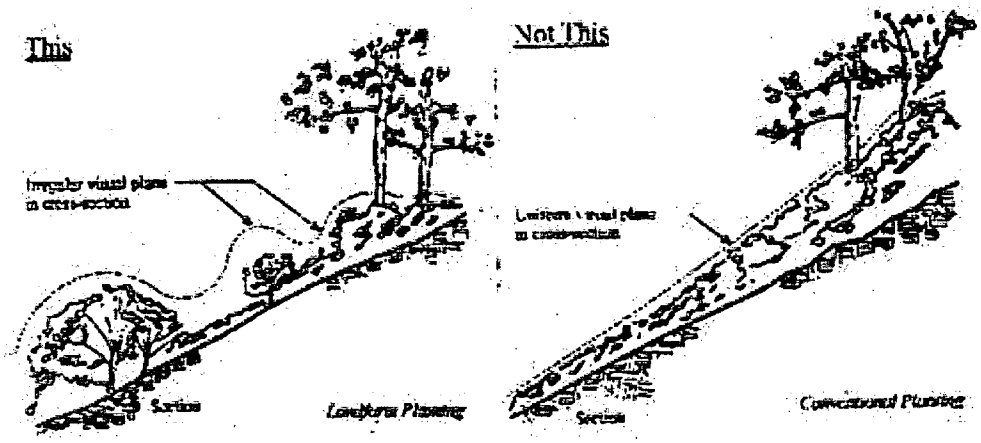
B. Landscape Plan. Prior to the issuance of building permits, a landscape plan for all developer-installed areas shall be submitted to the director of planning for review and approval. The landscape plan shall clearly indicate general location, size and species of plant materials.

C. The interface between new development and natural open space shall be designed to provide a gradual transition from manufactured areas into natural areas. By extending fingers of planting into existing and sculptured slopes, the new landscape should blend in with the natural vegetation.

1. Planting along the slope side of development shall be designed to allow controlled views out, yet partially screen and soften the architecture. In general, fifty percent screening of new structures with plant materials should be accomplished.

2. Trees and shrubs are to be arranged in informal, randomly spaced masses, and shall be placed selectively to reduce the scale of long, steep slopes (see figure below).

3. It is intended that the transition between manufactured areas and natural areas occur sufficiently beyond residential structures so as to permit the development to meet applicable fire department brush clearance requirements.



D. Fire Prevention. In order to reduce potential fire hazards, existing fire-prone plant materials shall be eliminated along main roads. Landscape material used shall be selected for its fire-retardant characteristics. For fire prevention purposes, a fuel modification zone shall be provided between natural open space and development. This zone should generally consist of at least one hundred feet, and have a fire-resistive groundcover. Larger trees and shrubs must be pruned.

E. Installation and Maintenance Responsibility.

1. Installation. All cut and fill slopes in excess of three feet in vertical height shall be planted and irrigated with a temporary or permanent sprinkler system as appropriate to promote growth of plants and groundcover to prevent erosion. In developing a site, the developer shall plant and maintain all slopes until the property is occupied. The developer shall provide suitable guarantees, satisfactory to the city for planting and maintenance as required by this chapter.

2. All manufactured slopes shall be planted or otherwise protected from the effects of storm runoff erosion and shall be benched or terraced as required to provide for adequate stability. Planting shall be designed to blend the slope with the surrounding terrain and development. Irrigation facilities shall be required where necessary and possible to provide for proper maintenance of the planted areas.

3. Maintenance. To ensure continued maintenance of plant materials, an automatic irrigation system may be required. Sprinkler systems shall be designed to provide uniform water coverage. In no event shall the rate of precipitation or duration of sprinkling be permitted to create an oversaturated condition or cause an erosion problem.

4. Monitoring. A minimum five-year revegetation monitoring and maintenance program is to be required for all new development requiring slope bank and/or habitat vegetation. The revegetation monitoring program shall include monthly inspection for months one through twelve, quarterly inspection for months twelve through thirty-six, and semi-annual inspection for months thirty-six through sixty. Inspections shall be performed by a qualified botanist subject to city approval.

18.542.320 Utilities.

Overhead utilities may be permitted and shall comply with the following standards.

A. Overhead utilities (e.g., electrical, telephone, etc.) should only be permitted within the right-of-way of roadways connecting development areas; to serve development of a single dwelling unit on an existing lot of record; and within the rights-of-way of roadways where all lots are five acres in size or greater.

B. In cases where aboveground utilities are permitted within the right-of-way of a roadway, connections to individual dwellings shall be underground. Utilities shall continue to be underground within subdivisions and parcel maps along roadways serving parcels smaller than five acres, as currently required. Where overhead utilities are permitted, their adverse visual impact on surrounding properties is to be mitigated through sensitive placement.

C. Clear cutting of vegetation for an overhead utility corridor shall not be permitted.

D. Plans shall indicate location of utilities and utility easements serving or intending to serve the proposed structures. The approvals may require or otherwise facilitate the appropriate sizing of utilities to serve other parcels in the area and the provision of access to those utilities by the same parcels.

18.542.330 Water supply.

Municipal water or on-site wells and water storage shall be available for each development, including construction of a single-family house on a lot of record. The use of on-site wells and water storage will be considered where adequate flow and storage capacity for daily, peak day, peak hour, and minimum fire protection needs can be provided. Where such on-site well and water storage is permitted, the owner whose land is so served will be required to provide adequate assurance that the well and storage facility will be kept properly maintained at all times. In addition, such landowners will be required to record a deed restriction which prohibits further subdivision of the property, and provides an acknowledgment of this special circumstance. Such owners will also be required to indemnify the city or any other service provider against any liability regarding water service and availability of fire flow.

18.542.340 Sewage disposal.

Municipal sewage collection or on-site sewage disposal shall be available for each development, including construction of a single-family house on a lot of record. On-site sewage disposal, if provided, shall comply with applicable health regulations.

18.542.350 Lighting.

Lighting plans shall be submitted for all projects and sources of lighting shall comply with the following standards.

A. Lighting within the northern foothills shall be limited to the minimum lighting necessary to facilitate safety.

B. Street lighting shall be limited to intersections and other locations needed to maintain safe access (e.g., sharp curves).

C. Exterior lighting for buildings shall be of a low profile and intensity.

18.542.360 Signs.

All signs shall be subject to the requirements set forth in Chapter 18.152.

18.542.370 Fencing.

A conceptual fencing plan shall be submitted which indicates the general areas where fences are permitted. The purpose of this plan is to prohibit the arbitrary placement of fences on the visible slopes of the hillside areas. Prior to the issuance of grading or building permits, a fencing plan shall be submitted to the development plan review board for review and approval. The fencing plan shall clearly indicate the location, height, and type of materials and color selections to be utilized for fencing. Areas prohibited from fencing shall be indicated on the plan

18.542.380 Horsekeeping.

Horses may be quartered and maintained subject to the following standards:

A. On each lot or parcel there shall be permitted not more than five horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of fifteen horses unless a conditional use permit is obtained.

B. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel.

1. A registered horse breeder may maintain an additional three horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:

a. The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

b. Upon favorable recommendations of a committee appointed by the city council to review the application for permit.

C. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

D. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

E. In conjunction with the corrals, there shall be a weatherproof roof of at least sixty-four square feet per horse.

F. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

G. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

NOTE: IF OPTION A IS SELECTED THEN IT SHOULD BE A SEPARATE STANDARD FOR PLANNING AREA ONE ONLY WITH EXISTING EQUESTRIAN STANDARDS USED FOR PLANNING AREA TWO.

Option A	Option B No Change
Horses may be quartered and maintained subject to the following standards: A. On each lot or parcel there shall be permitted not more than ~~five~~ two horses for each one acre of lot area provided that the number of horses shall not exceed a maximum of ~~fifteen~~ five horses unless a conditional use permit is obtained. B. The horses, including ponies, but excluding foals under twelve months, may be maintained under this section for breeding purposes or for the personal use of the family residing on the lot or parcel. 1. A registered horse breeder may maintain an additional ~~three~~ two horses for breeding purposes provided a permit for such purposes has been issued. A permit may be issued to the owner of the stallion for a period of one year subject to the following conditions:	

a. The breeder shall maintain the horses on a lot or parcel of one acre or more in size;

b. ~~Upon~~ The City shall issue the permit only after the favorable recommendations of the Home Owners Association, the Equestrian Committee appointed by the city council to review the application for the permit and the planning staff. In the absence of the Equestrian Committee, and upon the recommendation of the Home Owners Association and Planning staff, the application for the permit shall be heard by the planning commission for approval or denial.

C. The horses shall be maintained in open corrals containing at least two hundred eighty-eight square feet, e.g., twelve feet by twenty-four feet per horse, or in a stable or enclosed box stalls containing at least one hundred forty-four square feet, e.g., twelve feet by twelve feet per horse. The corral must be no closer than thirty-five feet from any residence located on the same lot or parcel, and at least eighty feet from any residence located on an adjacent lot or parcel. Corrals shall conform to building setbacks from any public or private streets.

D. The corral areas shall consist of fences of at least five feet in height and of such construction so as to confine the horses.

1. The corral shall be constructed in such a manner that manure and refuse shall be contained, stired and/or treated in the area of the corral.

2. Manure shall be removed daily from the corral and stored in a covered manure storage area that is located away from the drainage courses. Manure storage areas will be graded and constructed to minimize contact with runoff, stored on an impervious surface and shall be covered by a roof to minimize contact with precipitation. Manure shall be removed weekly.

E. The property owner shall be responsible for the cleanup of any waste material that the property owner fails to contain and process on the lot. The property owner may be subject to fines or penalties bt the State Water Quality Control Board in the event that waste is discharged into the public storm drainage system or the public sewer system.

~~E.~~ F. In conjunction with the corrals, box stalls or a stable shall be constructed that ~~there~~ shall ~~be~~ provide a weatherproof roof of at least sixty-four square feet per horse.

1. The design of stables or box stalls and material used in their construction shall conform with the architectural style of the residence and include a sprinkler system and rain gutters directing runoff away from having contact with manure and refuse.

2. The design shall prevent manure and refuse from entering into the storm water system and allow for the removal of bedding materials.

3. Within the stable or box stall where horses are kept, bedding will be provided to capture as much urine as possible, which will be disposed of in a trash storage area that is covered and elevated to protect urine from rainfall and potential surface runoff.

4. The property owner shall ensure that chemicals and other contaminants handled on-site are not disposed of in any manure, litter or stormwater storage or treatment systems unless specifically designed to treat such chemicals and other contaminants.

G. All feed, tack or other items used in the feeding, use and maintenance of the horse(s) or corral shall be screened from the sight of neighboring lots, either in an enclosed structure or in an area with sufficient fencing and landscape to prevent them being viewed by the neighboring lots.

~~F.~~H. Nothing in this chapter shall permit the keeping of horses for any commercial purposes, such as boarding of horses or the keeping of horses not principally for the use of the members of the resident family.

~~G.~~I. The corral and stable areas shall be sprinkled or otherwise treated to a degree so as to prevent the emanation of dust, and in addition, all accumulation of manure, mud or refuse shall be eliminated so as to prevent the breeding of flies.

18.542.390 Equestrian trails.

All development proposals shall contain provisions for preservation of existing equestrian and development of new equestrian trails consistent with an adopted trails plan. Such plan shall be approved by resolution of the city council after a recommendation from the equestrian and planning commissions. Applicants may be required to dedicate easements or otherwise permit access for trails set forth in the adopted trails plan.

18.542.400 Habitat protection.

All development proposals shall be designed to protect habitat values and preserve significant, viable habitat areas and connections in their natural state and shall comply with the following standards.

A. Within proposed developments, primary emphasis is to be placed on protecting the integrity of habitats and habitat linkages.

B. Within occupied habitat areas of rare, threatened or endangered species, disturbance of protected biotic resources is prohibited, unless mitigated pursuant to an approved plan.

C. Within riparian areas, wetland areas and coastal sage scrub habitats, the vegetative resources which contribute to habitat carrying capacity (vegetative diversity, faunal resting areas, foraging areas, and food sources) shall be preserved in place or replaced so as to not result in a measurable reduction in the reproductive capacity of sensitive biotic resources.

D. Within habitats of plants listed by the California Natural Diversity Data Base (CNDDB) as "special" or "of concern," new development shall not result in a reduction in the number of these plants, if they are present.

E. The use of motorized off-road vehicles shall be prohibited, and off-trail activities shall be limited to those that are consistent with protection of environmental values.

F. The establishment of buffer zones adjacent to areas of preserved biological resources shall be required. Such buffer zones shall be adequate in width so as to protect biological resources from grading and construction activities, as well as from the long-term use of adjacent lands. The landscape design adjacent to areas of preserved biological resources shall be designed so as to avoid invasive species which could negatively impact the value of the preserved resource.

18.542.410 Fire protection.

All development proposals shall be designed to comply with the following standards.

A. Building designs. All buildings shall comply with the following standards.

1. Roofs shall be of noncombustible Class "A" materials, such as clay or concrete shake, cinder, metal or tile. Open ends of roofs, such as tile roofs, shall be capped with noncombustible material to prevent bird nests or other combustible materials from lodging within the roof.

2. The number and size of glazed openings on the side of the structure facing downhill or other fire hazard areas shall be minimized and shall be glazed with extra strength glass (thick, safety tempered or double paned). Glass areas shall not exceed fifty percent of any wall.

3. Fire sprinkler systems shall be installed in all residential structures, where feasible.

4. Construction requirements applicable to Fire Zone 4 shall be complied with, where feasible.

B. Access Requirements. All development proposals shall include adequate provisions for access for fire suppression equipment and for evacuation of residents as follows:

1. Access roads and driveways shall be a minimum of twenty-six feet in width. The width may be reduced to sixteen feet where permitted pursuant to Section 18.542.280.

2. Access roads and driveways shall be an approved all-weather surface.

C. Water Supply Requirements. All development proposals shall include adequate provisions for water supply for fire fighting purposes as follows:

1. Fire flow and hydrant locations shall be provided so that adequate water is available in the event of fire. Planned water supplies shall be installed and in working order prior to construction involving combustible materials.

2. If a water well is installed to provide water supply, water from the well or other sources, such as a swimming pool, shall be available for fire fighting purposes.

D. Indemnification. In circumstances where fire protection does not meet the requirements of the city and/or the fire department, the owner shall be required to indemnify the city and any other service provider against liability regarding any lesser degree of fire protection.

Article IV. Architectural Guidelines

18.542.500 Purpose.

A. The purpose of the architectural guidelines is threefold:

1. To provide the city with the necessary assurances at the time of adoption of Specific Plan No. 25 that the community will develop in accordance with the quality and character proposed in this chapter;

2. To provide policy guidance to builders, residents, engineers, architects, landscape architects, and other design professionals in order to comply with the standards contained herein;

3. To provide guidance to the development plan review board, planning commission and the city council in the subsequent review of plans as noted in plan review and disposition procedures.

B. The city council may, by resolution, adopt additional design guidelines to illustrate the purpose and intent of this article.

18.542.510 Design standards.

Architectural statements should convey a feeling or impression rather than standing out as any particular style. Each residence should convey its own blend of building forms, textures and site relationships. There is not one particular style but rather an atmosphere that should be the result of building designs, sensitively integrated with the site, the topography and character of the property. Desirable building design goals include, but are not limited to, the following:

A. The creation of a human scale of buildings such that the structures do not appear to be monumental in size or visual scale;

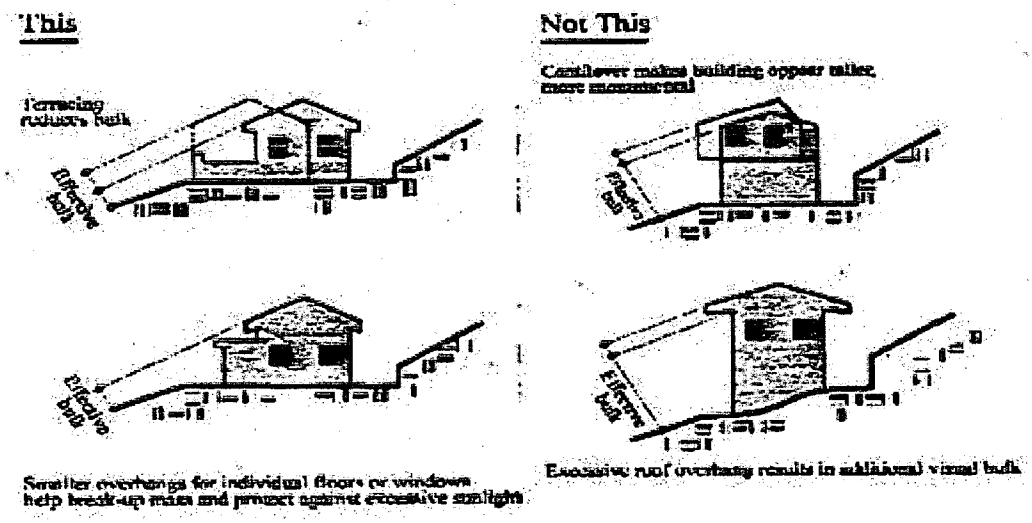
B. The promotion of controlled variety by the use of such techniques as breaking up long wall surfaces and roof lines into staggered masses, employing natural or highly textured materials on buildings or walls and employing balconies to provide useable outdoor space as well as visual relief;

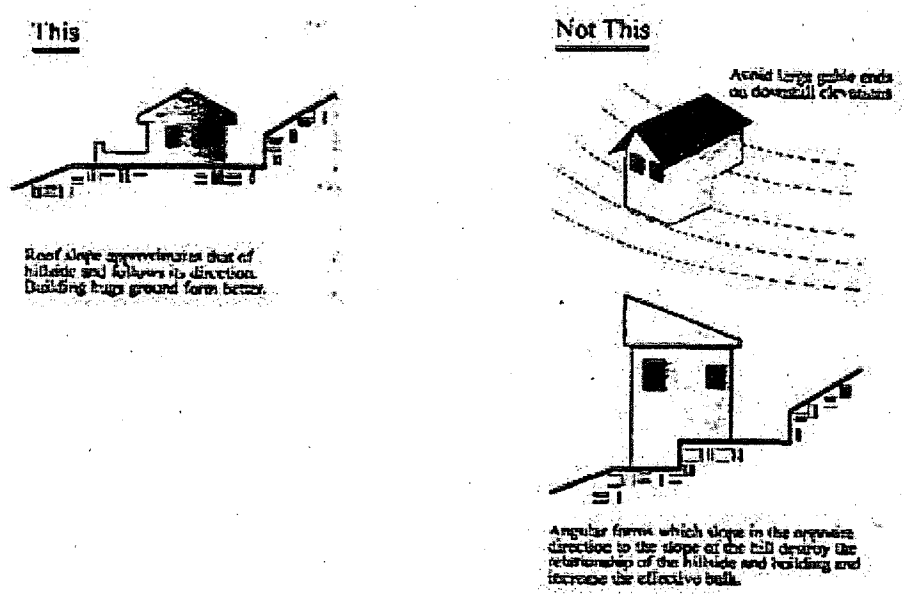
C. Variation in roof forms by occasional turning on end, the addition of architectural details, or the use of differing heights of roof peaks;

D. Avoidance of conflicting or "hodgepodge" effects in style or materials within planting areas;

E. The overall scale and massing of structures shall respect the natural surroundings and unique visual resources of the area by incorporating designs which minimize bulk and mass, follow natural topography, and minimize visual intrusion on the natural landscape.

F. Building forms shall be scaled to the particular environmental setting so as to complement the hillside character and to avoid excessively massive forms that fail to enhance the hillside character (see figures below).



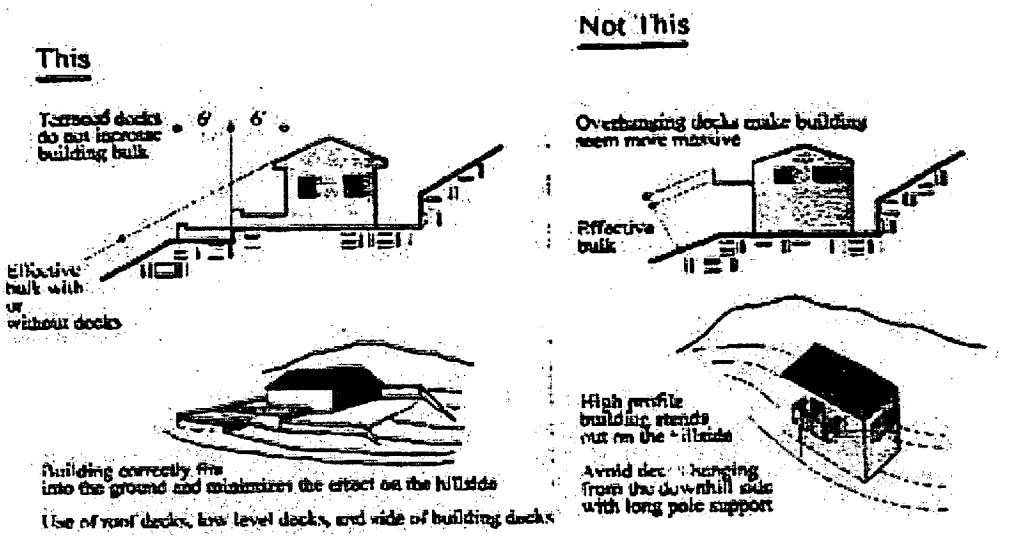


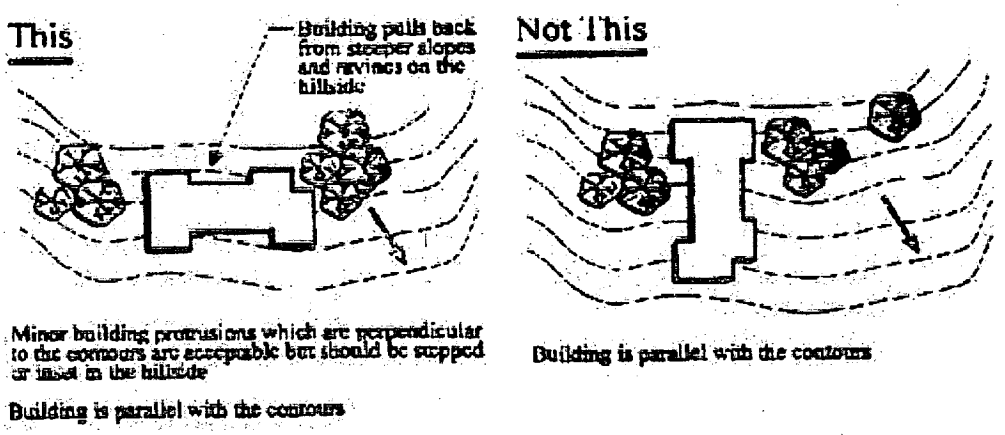
G. Building facades shall change plane or use overhangs as a means to create changing shadow lines to further break up massive forms.

H. Wall surfaces facing towards viewshed areas shall be minimized through the use of single story

homes, single story dwellings placed on split pads, setbacks, roof pitches and landscaping.

I. Roof lines and elements shall reflect the naturally occurring ridgeline silhouettes and topographical variation, or create an overall variety, that blends with the hillside (see figures below).





J. Architectural style, including materials and colors, should be compatible with the natural setting. The use of colors, textures, materials and forms which will attract attention by not relating to other elements in the neighborhood is to be avoided.

18.542.520 Relation to site.

Buildings and other improvements should be appropriate in mass and scale to the site on which they are placed. The site and its relationship to other structures, scenic values, climatic orientation and topography should be dominant factors in the design or orientation of structures on each site.

18.542.530 Landscape design.

Landscape design and proper use of plant materials can dominate the total visual image presented by the buildings. Landscape materials should include native materials. The design of fencing and exterior lighting is an integral part of the landscape design process.

18.542.540 Selection of materials.

The building and its elements should be unified in textures, colors and materials to provide an order and coherence, not only with themselves, but also with the surrounding environment or natural setting. Nature provides a strong coherent order without monotony that includes symmetrical, asymmetrical, linear and curvilinear forms, and rough and smooth textures. The design of improvements should complement this natural site order in form, texture and color.

Article V. Plan Review and Disposition

18.542.600 Review requirements—Precise plans.

A. Before any grading for residential development is undertaken on any lot or parcel within the Specific Plan No. 25 area, a precise plan shall be submitted for review and approval by the development plan review board, planning commission and city council.

B. Unless otherwise provided in accordance with Section 18.12.050, precise plans shall be subject to final review and approval by the development plan review board, the planning commission and the city council.

C. In addition to the standard development plan findings, the development plan review board, the planning commission and the city council, in approving a precise plan for any lot or lots in Specific Plan No. 25, shall make the following findings:

1. The proposed improvements will maintain or enhance the existing character and purpose of Specific Plan No. 25, as set forth in Section 18.542.010(D);

2. Structures and appurtenances are sited in a manner that minimizes visual impact and disturbance to the natural terrain and are in conformance with the intent of Specific Plan No. 25;

3. The architectural character, style and use of materials harmonize with the natural setting, if applicable.

D. Prior to submitting development plans, the applicant shall meet with planning staff members to discuss and review the general purpose and objectives of the specific plan in relation to any development concepts proposed by the applicant.

18.542.610 Review requirements—Land divisions.

Before any division of land is undertaken on any lot or parcel within the Specific Plan No. 25 area, a tentative parcel or tract map, pursuant to Title 17 and the State Subdivision Map Act, shall be submitted for review and approval by the development plan review board, planning commission and city council. The following additional requirements shall apply.

A. Three-dimensional model;

B. Viewshed analysis;

C. Identification of building pad locations for all proposed development, including type of foundation

construction and three-dimensional building envelope.

18.542.620 Precise plan review requirements.

A. The applicant shall submit a minimum of four sets of scaled plans to the planning department which shall include the following, where applicable:

1. Precise grading plan and site plan;

2. Architectural floor plans and elevations

3. Grading plan;

4. Lighting plan;

5. Conceptual landscaping plan;

6. Fencing plan;

7. Access and circulation plan;

8. Utility plan;

9. Viewshed analysis;

10. Three-dimensional model.

B. Precise plans shall be reviewed and approved as set forth in Section 18.542.630.

C. The approving authority shall make the findings in accordance with Section 18.12.060.

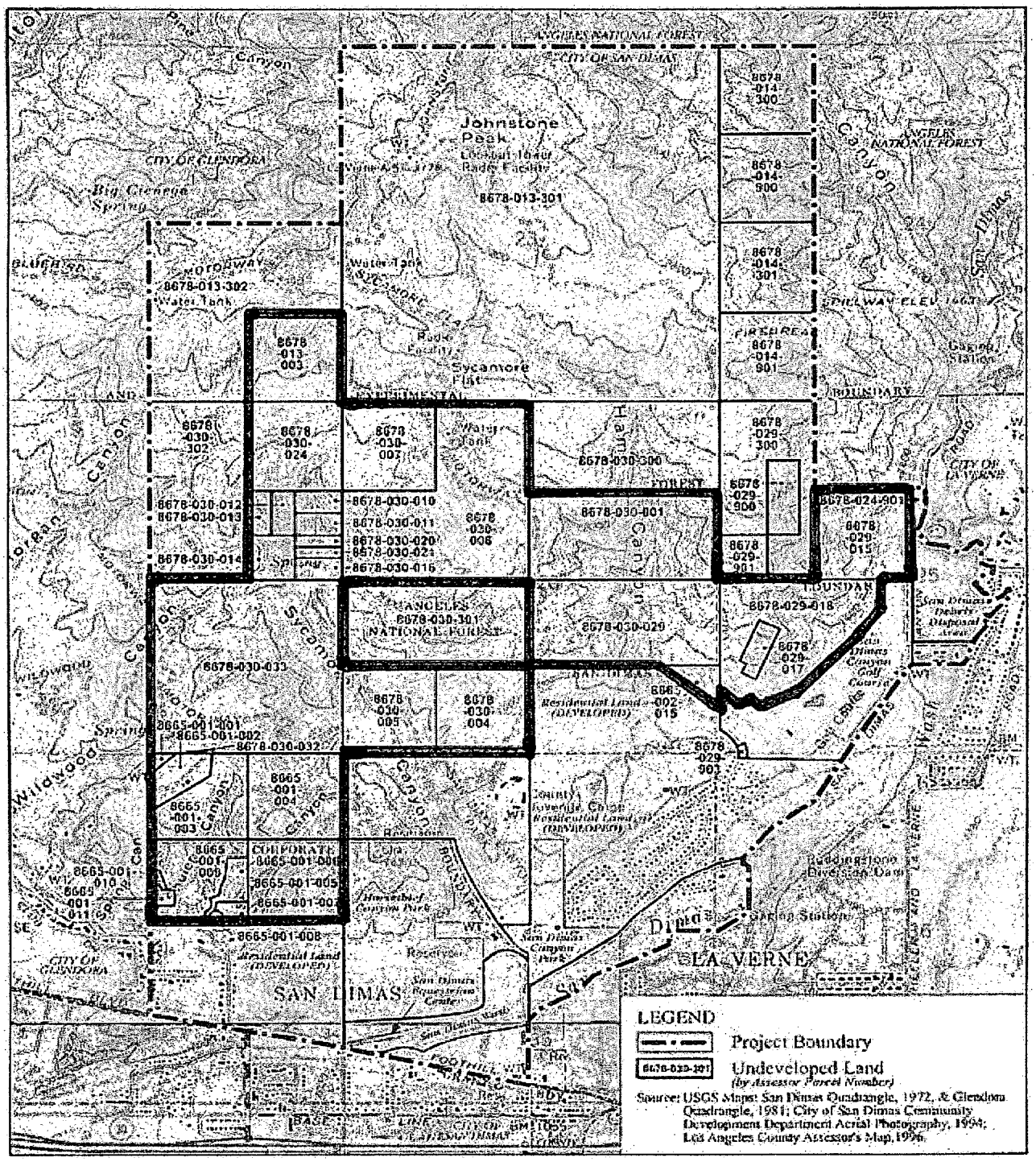
18.542.630 Plan disposition.

A. The development plan review board shall consider the plans and shall recommend to the planning commission approval, conditional approval or disapproval of the plans with any conditions deemed necessary to protect the public health, safety and general welfare.

B. The planning commission shall consider the plans and recommend to the city council approval, conditional approval or disapproval of the plans with any conditions deemed necessary to protect the public health, safety and general welfare.

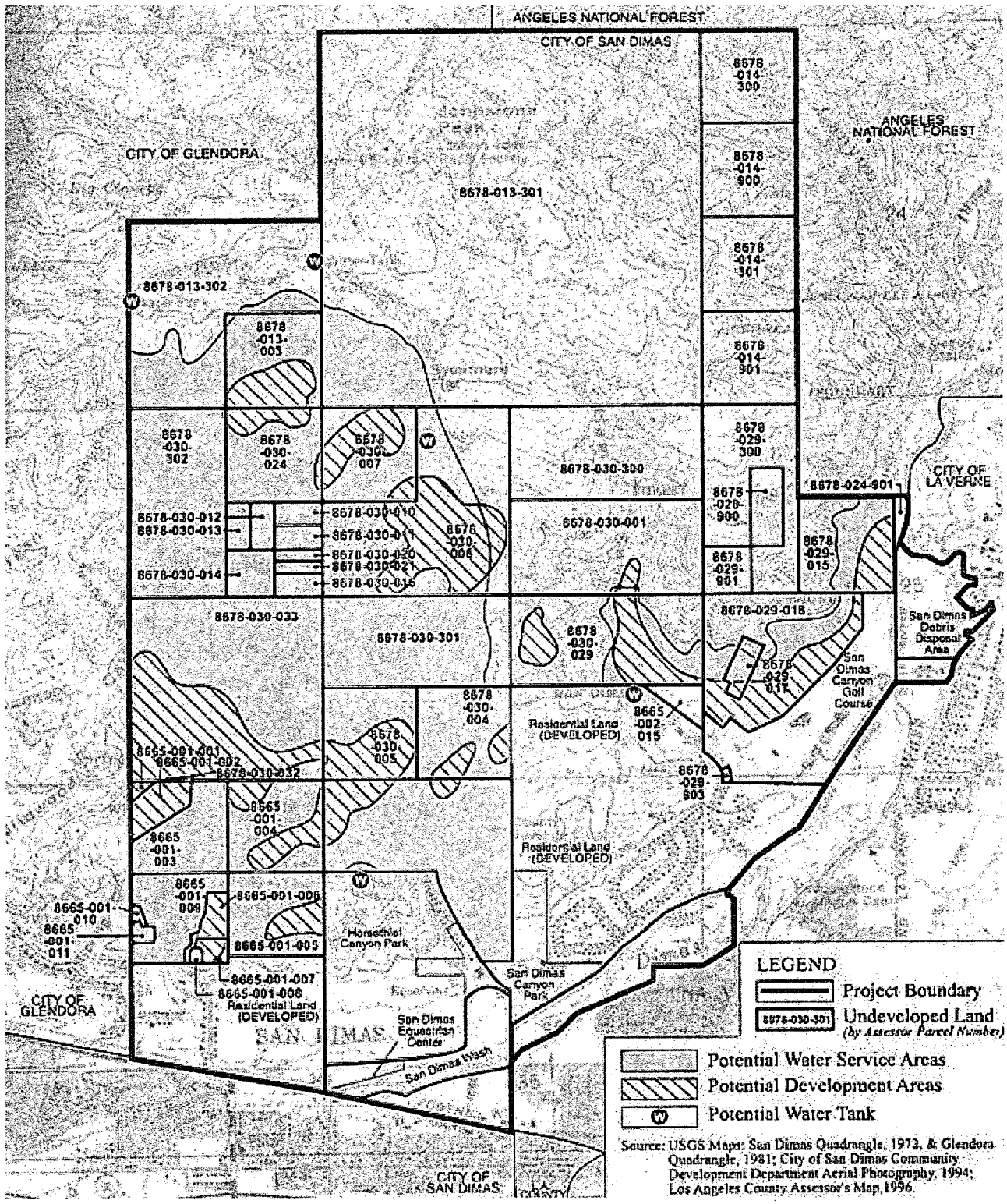
C. Upon receipt of the recommendation from the planning commission, the city council shall approve, conditionally approve or disapprove the precise plan.

D. Amendments to Approved Plans. Development plans and precise plans may be amended by the same process provided for approval. Minor modifications, which do not substantially change the concept of an approved development plan or precise plan may be approved by the director of planning and reported to the development plan review board.



NOTE: REVISE THIS EXHIBIT TO SHOW PLANNING AREA ONE AS THE 270 ACRE BOUNDARY OF TTM 70583. PLANNING AREA TWO WILL BE EVERYTHING ELSE

EXHIBIT A
LOCATION MAP



Source: USGS Maps: San Dimas Quadrangle, 1973, & Glendora Quadrangle, 1981; City of San Dimas Community Development Department Aerial Photography, 1994; Los Angeles County Assessor's Map, 1996.

EXHIBIT B
MAP OF FEASIBILITY ZONES

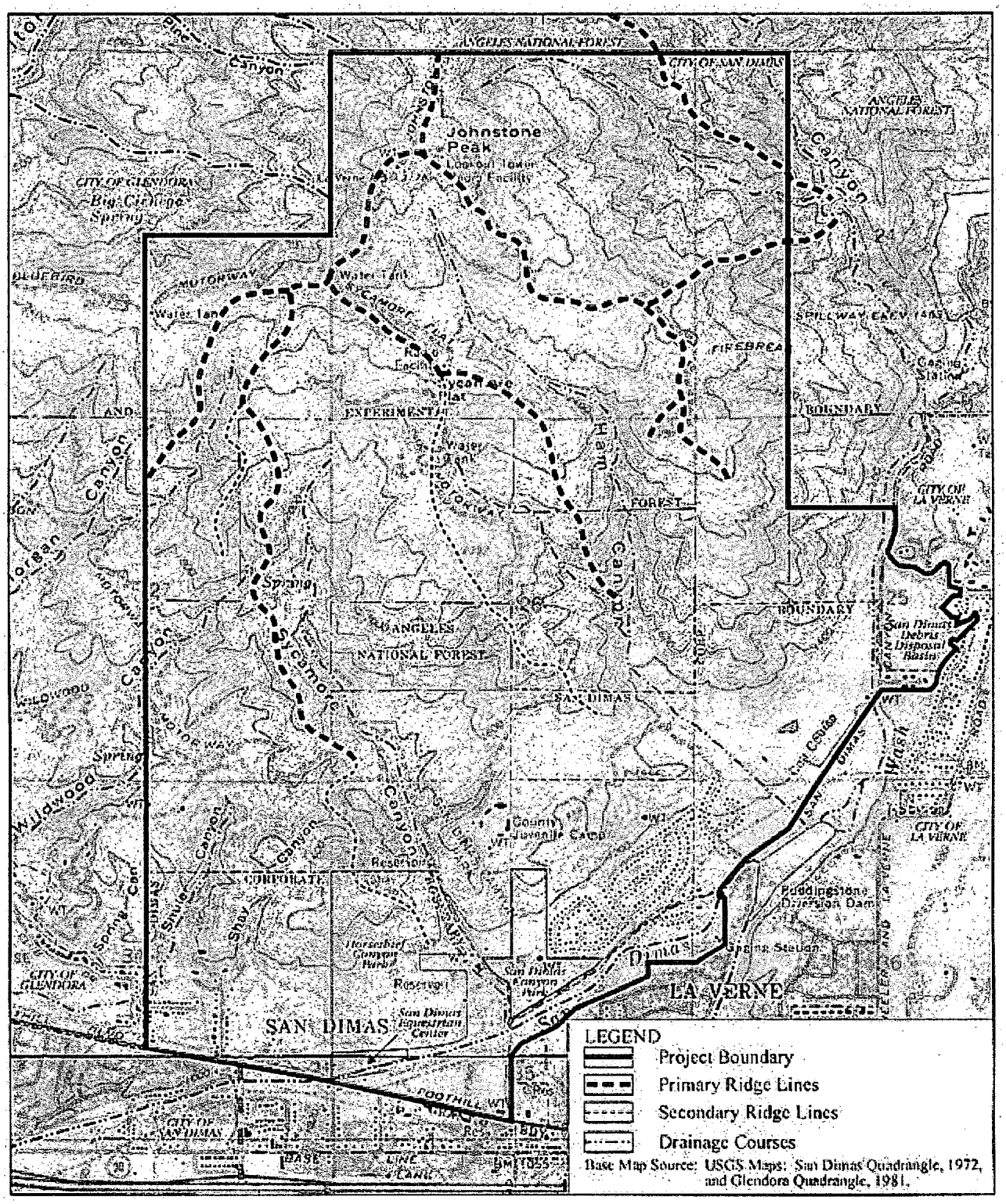


EXHIBIT C
PRIMARY AND SECONDARY RIDGELI

Agenda Item Staff Report

TO: Honorable Mayor and Members of City Council
For the Meeting of December 14, 2010

FROM: Blaine Michaelis, City Manager

INITIATED BY: Community Development Department

SUBJECT: Tentative Tract Map 70563 – A subdivision of approximately 270 acres in the Northern Foothills northerly of Cataract Avenue into 61 residential lots.

SUMMARY

The Tentative Tract Map would result in the approval of a 61 lot residential subdivision on the 270 acre subject property. This would include primary access via the northerly extension of Cataract. It would also include preservation in its natural state of large portions of the property. There are a number of issues that require resolution with secondary access as a requirement among them.

The Planning Commission recommends approval of Tentative Tract Map 70583.

The Staff recommends revisions associated with grading and the number of residential lots.

BACKGROUND

Project Description:

The TTM would subdivide approximately 270 acres into 61 single-family residential lots (or "numbered lots"); nine common area lots (or "lettered lots"), including private roadways and an 83 acre parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility). The project would also include an easement for an approximately 2.83-acre portion of

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a 6 acre off-site property to the south that is also owned by the applicant for the purpose of access, drainage and retention, grading, utilities, landscaping and maintenance. The project also includes approximately 0.18 acres to the east of the center of the project site for use as a fire protection turn-around; this area is located on Los Angeles County Department of Parks and Recreation land. The project site, including the TTM, the 2.83-acre easement area, and the 0.18 acre fire turn-around consists of a total acreage of approximately 273 acres. The total disturbance on the project site resulting from the project would be approximately 90 acres (including the 0.18 acre fire turn-around), of which 10 acres would be short-term non-permanent disturbance occurring during construction. Figure 3-1 provides the proposed project site plan.

The TTM consists of 61 single-family residential lots, numbered as Lots 1 through 61. The residential lots include both buildable areas and "no build areas" and the lots are proposed to range in size from approximately 0.5 acres to 17.81 acres, with an overall average lot size of two acres. Pad sizes (i.e., buildable areas) on the residential lots would average 25,204 square feet, with a range of 13,485 to 70,559 square feet. Nine of the residential lots are currently proposed to be designated as "equestrian lots." Sixteen lots are proposed to be designated for construction of two-story structures. In addition, another six lots would be created with a split pad, meaning that a grade separation would occur on these lots.

Most of the residential lots would be situated in a lower-lying valley that is situated in the central-western portion of the project site. Additionally, most of the two-story lots would be located in this lower area to reduce off-site visibility. Many of the residential lots that are smaller than one acre in size would be located in this area and would be clustered. Residential lots are proposed to have minimum setbacks of 25 feet (front yard, from curb), 25 feet combined (side yard) and 20 feet (rear). Parking would be accommodated on each individual lot.

The proposed single-family residences would range in size from approximately 4,000 to 14,999 square feet, with the average home size estimated to be between approximately 5,000 to 6,000 square feet. The project applicant anticipates that the residential lots would be offered for sale to the general public as executive level home sites.

The TTM includes nine common area lots, lettered A through I. These lots generally consist of private roadways, an entry gate, open space areas, locations for debris basins, water quality detention basins and sites for infrastructure (including a water storage tank). Additionally, the TTM includes approval for a 2.83-acre easement across an approximately 6 acre property owned by the applicant to the south for the purpose of access, drainage and debris/water retention, grading, utilities, landscaping and maintenance. A proposed trail easement that would provide a potential trail in the southeastern portion of the

project site is also proposed as part of the project. The trail would cross a portion of Lot A, and easements across Lots 20 and 21 on the project site.

Lot I, consisting of approximately 83.97 acres, will remain following subdivision and is intended for habitat conservation and/or open space. This parcel is presently vacant and undeveloped, except for several unpaved motorways. This parcel is not proposed for development as part of the TTM and is not included in the common area of the TTM. The project applicant would consider offering parcel for dedication to the City of San Dimas or a third party conservancy or for other uses consistent with this EIR. The land dedication would present an opportunity to potentially provide a trail linkage between Horsethief Canyon Park and the Sycamore Canyon trail system on the remainder parcel, which proceeds into the Angeles National Forest. However, this trail linkage is not proposed as part of the project.

Primary access to the project site would be taken from a gated entryway to a private road beginning at the existing northern terminus of Cataract Avenue. This gated entrance would be constructed with a median and a turnaround area prior to the gateway. Beyond the gateway, the main project roadway, identified as "Brasada Lane" on the TTM, would be a 26-foot-wide (curb-to-curb) paved private road. Brasada Lane would serve as the principal roadway for the project, and several spur roadways, also 26-feet wide, would lead from Brasada Lane into other portions of the site.

Several additional roadways, each 20 feet in width (curb-to-curb) would branch off of the above referenced roadways and lead to other residential lots not located within the principal lot cluster. A 15-foot-wide driveway would also lead to the proposed water tank on Lot F. The project roadways would be accessible to emergency vehicles, including turnouts, turnarounds (both knuckled cul-de-sac and hammer-head), emergency access points, and fire hydrants.

Access to and from the project site would be from Cataract Avenue. Up to four additional existing fire roads/motorways would potentially be utilized to provide emergency access points along the eastern and western boundaries of the project site. Two of these existing access roads currently provide emergency access points along the western boundary of the project site crossing from the City of Glendora via the project applicant's adjacent property, thus permitting Los Angeles County Fire Department (LACoFD) to access the project site in an emergency. The other two existing fire and access roads are located on the eastern side of the project site and connect to private property and Los Angeles County Department of Parks and Recreation land. All four emergency access points are presently used as existing motorways maintained by Los Angeles County. The City of Glendora General Plan allows for emergency access across City boundaries. The project applicant may obtain easements from adjacent property owners for emergency access on these existing motorways, however,

as noted above, any easement would not permit modification of the existing roadway conditions.

Approvals would be required to allow use of these additional access points for the proposed project. At the time of circulation of this EIR, no approvals for use of the additional emergency access points have been obtained. The current application has incorporated comments from LACoFD regarding design of streets and turn-arounds on the project site and the one turn-around east of the project site that tie into existing fire roads/motorways. It is anticipated that each of the proposed emergency accesses would be gated at the entrance to the project site and would be equipped with a Knox Box entry device to allow entry by LACoFD. The emergency access roads would not be open to public use and public use of these roadways is not contemplated as part of the project design.

The proposed project utility infrastructure is proposed to extend into the project site from existing electricity, cable television/telephone, sanitary sewer, natural gas and water mains located in or along Cataract Avenue. All utility services are proposed to be underground. On-site utility mains for sanitary sewer, natural gas, electricity and water would generally be located within the private roadways. Utility service providers in the area include the following:

- Water: Golden State Water Company
- Sewer and Storm Drains: City of San Dimas
- Natural Gas: Southern California Gas Company
- Electricity: Southern California Edison
- Telephone: Verizon
- Cable Television: Time Warner

Water to the project site would be supplied by a proposed eight-inch on-site mainline connecting to an existing water supply line south of the project site beneath Cataract Avenue. A water tank approximately 500,00-750,000-gallons in size would be located on an 8.81 acre lot (Lot F) near the eastern edge of the project site. The tank would provide storage for use within the project site and water supply for emergency fire service. The tank would be positioned at an elevation that is approximately 100 feet above the highest residential lot and would be designed to provide gravity feed for residential and fire use. The tank would be situated on an approximately 73-foot square concrete foundation and would have an inside diameter of approximately 69 feet. The tank would rise approximately 35 feet above the concrete foundation and would be partially buried, with berms and landscaping to reduce visibility. A water pump would be located north of the project's entry gate, which would augment water pressure and conveyance throughout the project site.

The City maintains its own sewer system, which connects at various points to Los Angeles County Sanitation District sewer lines. An existing eight-inch sewer line is located beneath Cataract Avenue and ends shortly before the project site's

southern boundary. The proposed project's sewer system would connect to the city's sanitary sewer system at this point. Annexation of the project site into the District's Special District No. 22 would be required.

Debris basins, storm drain lines, culverts and other facilities would be located within and around the development areas to capture off-site runoff and divert it through the project site, and on-site water quality basins are proposed to provide treatment of runoff from the development areas. In addition, one large debris and water retention basin is proposed at the downstream end of the project site in the 2.83-acre easement area to provide detention of storm flows and additional water quality treatment. Overall, the existing drainage patterns of the site would be maintained. Off-site runoff would be routed through the site via separate storm drain lines, and discharged at multiple locations to maintain the existing flowpaths of the canyons. Energy dissipaters are proposed to reduce the potential for erosion and scour within the existing flowpaths. On-site runoff would be collected by a separate storm drain system and routed to water quality basins for treatment of low-flow and first-flush runoff.

Development of a portion of Shuler Canyon would occur as a result of the proposed project and a system of streets, catch basins, culverts and existing canyon channels would convey flow to a water quality/debris basin at the southerly end of the canyon. In total, three water quality basins and one joint water quality/debris basin are proposed to serve the project site. The three water quality basins would be located near Lot 48, near Lot 61, and at the southern end of the project site near the northern terminus of Cataract Avenue and have a treatment capacity of 96,600, 60,800, and 12,300 cubic feet, respectively. The joint water quality/debris basin would be located in the southern portion of the site near the project entrance and would serve a 92 acre tributary area. The water quality basins would be built and vegetated to comply with current County of Los Angeles design standards and, to the extent necessary under state law, would be approved by the California Department of Water Resources, Division of Dam Safety.

Three debris basins are proposed in the northern portion of the project site near Lots 50/51, 28 and 30/31, respectively. These basins would be utilized to capture off-site flows and would have a design debris event capacity of 7,200, 3,360, and 4,800 cubic yards, respectively. As discussed above, a joint water quality/debris basin would be located at the downstream end of the project near the project entrance. This would be the largest on-site debris basin with an event capacity of 27,360 cubic yards. The debris basins would be built and vegetated to comply with current County of Los Angeles design standards.

The existing drainage at the northern terminus of Cataract Avenue is currently deficient and flooding in the area is common during large rain events. The proposed debris basins would partially alleviate this problem by detaining water flows for a period of time prior to exiting the project site. The debris basins would

also contain water quality features that would infiltrate and convey water to the designated water quality basins. Storm water and runoff in graded areas would be conveyed through a series of terrace drains. A more detailed discussion of site drainage improvements is provided in Section 4.8 (Hydrology and Water Quality).

The fuel modification plan would establish three zones that would extend 200 feet outward from all combustible structures within the project area. Each zone would also be restricted to a specific plant palette that would prohibit the use of highly flammable plants or plants that are known to carry fire in a manner that can increase fire danger. The three zones are generally described as follows:

- Zone A (zero to 50 feet from structure): Zone A is defined as a wet zone, and is comprised of lawns or ground covers less than four inches deep, and shrubs less than two feet in height, positioned at least four feet (on center) from one another. In this zone, tree branches would be required to be 10 feet away from all open flame devices, including barbeques and chimneys. Preferred tree species in this area would be coastal live oak, walnut or sycamore, and all trees would be required to be limbed up to one-third of their heights or six feet above the ground.
- Zone B (51 to 100 feet from structure): Zone B would contain ground covers less than four inches deep. Shrubs would be maintained at less than three feet in height and positioned at least five feet (on center) from one another. All trees would be required to be limbed up to one-third of their heights with a minimum of 10 feet between their canopies. Existing oak trees would be allowed to retain closed canopies, but limbing requirements would apply, as would the maintenance of their understory to less than four inches in depth.
- Zone C (101 to 200 feet from structure or to property line): Zone C would contain ground covers less than four inches deep. Shrubs would be required to be maintained at less than three feet in height with a minimum of five feet between their canopies. Trees would be required to have at least 10 feet between canopies and be limbed up one-third of their heights or six feet. Existing oak, sycamore and walnut trees would be allowed to retain existing closed canopies, but limbing requirements would apply, as would the maintenance of their understory to less than four inches in depth.

A number of structural safeguards would be implemented for all structures within the project area to protect against wildland fire. All residential lots would be equipped with sprinklers. All building construction is intended to comply with applicable building codes for structures in areas prone to high wildland fire risk. The integration of fire-resistant building materials and construction techniques is also intended. Structures would also be required to comply with Los Angeles County Fire Department requirements.

The project proposes to reduce energy usage 10 percent below the Title 24 standards. All residences would be required to demonstrate that operation of the residence would exceed Title 24 standards by 10 percent or more prior to issuance of a building permit. In addition, each home would be required to meet additional energy saving measures specified in the mitigation measures. These include enhanced opportunities for future use of solar.

The majority of the project is proposed to be constructed on the project site, with several exceptions. The first would be a small knuckled cul-de-sac turnaround, consisting of approximately 0.18 acres, at one of the emergency access roads on the eastern boundary of the project site within property owned by the County of Los Angeles Department of Parks and Recreation. This structure would provide space for vehicles to turn around prior to entering the site. The second off-site improvement would include portions of the debris/water quality basin at the southern end of the project site near the proposed project entrance located in the 2.83-acre easement area. The remainder of off-site improvements would include connections to existing off-site utilities including sewer, water, storm drain, communications, electricity and natural gas facilities located in Cataract Avenue. In addition, the first 400-500 feet of the northerly extension of Cataract Avenue connecting to Brasada Lane is located outside of the project boundary, although it is located on property owned by the project applicant.

The proposed project site is currently not included within the existing service area boundary of any water or sewer districts. The project would include annexation of the project site into the service areas of the County Sanitation District of Los Angeles County (CSD), Special District 22, and the County of Los Angeles Consolidated Sewer Maintenance District (CSMD). The annexations would require approval from the Local Agency Formation Commission (LAFCO) for the County of Los Angeles.

The project would also require a tariff map line extension from the Golden State Water Company (GSWC) to include the proposed project site in their tariff area. The tariff map line extension also requires approval from the California Public Utilities Commission.

The project would be completed in up to six phases, with mass grading, utilities (including water and sewer), a gated entryway, backbone roads, debris basins, the water storage tank, environmental mitigation, trails, and related infrastructure improvements all completed as part of the first phase. In total, project construction is anticipated to occur over an approximately 63-month (5.25-year) period. Construction is anticipated to begin in 2011 and be completed in 2017. However, this is considered to be a conservative estimate since the City's experience with custom residential lots is that sales of these types of properties require additional time to be absorbed by the market. The construction phases are described in greater detail below.

The hilly topography of the project site would require a substantial amount of grading. In some cases, the tops of hills would be leveled to prepare building pads, and the resultant fill material would be used to level-off other areas or for road construction.

Grading would commence in typical fashion, with grubbing and vegetation clearing occurring first, followed by actual rough grading. All existing structures on the project site would be demolished and the resultant materials disposed of at an authorized landfill in accordance with applicable laws and regulations. The 2010 California Green Building Code is scheduled to take effect on January 1, 2011. Once this code goes into effect, project construction would be required to comply with the code requirements for recycling or reusing 50 percent of construction debris. In all, the proposed project would require approximately 1,300,000 cubic yards of grading. All cut material is anticipated to be used on site, such that the net cut and fill is expected to be zero (i.e., it is not expected that spoils would be transported from the site or that fill materials would be imported to the site). Approximately 352,400 cubic yards of the project site's cut and 568,450 cubic yards of the project site's fill are anticipated for use in roadway construction. Retaining walls, with heights ranging from one foot to 30 feet in height, would be installed for support in areas where roadways, building pads, or other structures would be constructed on slopes. Most retaining walls would be constructed of mechanically stabilized earth (MSE).

Following rough grading of the project site, utilities construction would commence. Utilities construction would include the placement of all utilities within the project site. Storm drains, sewer lines, water pipelines, natural gas pipelines, electric, and communication components would all be installed, as would the proposed water storage tank.

Construction of roadway improvements would be conducted following the completion of utilities construction. Activities would include street balancing, curb and gutter installation, fine grading, placement of base materials, and roadway paving.

It is anticipated that the project applicant would offer individual lots or groups of lots to the general public for sale. Depending on market demands, only portions of the project site may be made available for sale at any given time. It is anticipated that most of the homes that would be constructed on the project site would be custom, executive-style homes that may be constructed by either merchant builders or prospective homeowners.

Project features:

The project also included a number of features which were identified and made part of the project to facilitate environmental review. These include:

- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that operation of each onsite residence would exceed Title 24 standards by 10 percent or more.
- The proposed roadway network shall be designed to avoid skewed intersections to the satisfaction of the City Engineer. All intersections shall be right angles. A median strip and a turnaround shall be provided at the entrance to the project for a community mail pickup structure. The roadway network shall curve throughout the site and shall be subject to elevation changes, which will also help to calm traffic. Due to the steep topography of the site and the narrow width of the project roadways, no sidewalks or designated bike lines shall be provided on the project site.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that neighborhood electric vehicles (an electric vehicle with a maximum speed of 25 mph) shall be allowed on all project roadways.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that each home includes an electric vehicle (EV) hookup and has space to recharge small equipment.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that roofs on all non-accessory buildings are designed to comply with "cool roof" standards. Heat reflective materials shall be applied under roof shingles. Material colors for concrete shingles shall be part of the architectural guidelines for the HOA.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that all appliances installed by the developer are Energy Star rated appliances.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing shading mechanisms are installed on windows, porches, patios and walkway overhangs where appropriate to maximize shade in the summer and maximize solar access to walls and windows in the winter.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing programmable thermostats, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings shall be installed in all homes.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that skylights will be installed in homes wherever feasible, provided the privacy of residents is adequately maintained.
- The project applicant shall demonstrate to the satisfaction of the Community Development Director that approximately 30 percent of homes developed on the project site shall be oriented to face north or south.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that insulation will be installed in exterior walls and ceilings, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings.
- The architectural guidelines for the homeowner's association (HOA) shall identify a requirement for exterior electrical outlets and a location for recharging the electrical equipment necessary for maintenance of homeowner's association (HOA) landscaping.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that every residence is supplied with a bin for trash, a bin for recyclables, and a bin for green waste.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions (CC&Rs) shall require that all landscaping on the project site comply with the City's Water Efficient Landscape Ordinance. Compliance shall be required for all residential lots and public spaces, even if a particular lot does not meet the minimum of 2,500 square feet of landscaped space. The HOA CC&Rs shall include guidelines to encourage homeowners to orient homes to take advantage of natural heating and cooling elements. The guidelines shall allow gardens that are properly maintained or screened to prevent pests.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that only low water use appliances, such as Energy Star appliances and power flush toilets, are installed.
- The construction contractor shall demonstrate to the satisfaction of the Community Development Director that the construction fleet meets or exceeds then current ARB standards.

- The construction contractor shall demonstrate to the satisfaction of the Community Development Director that electric or natural gas-powered construction equipment shall be used in lieu of gasoline or diesel-powered engines, where feasible.
- The construction contractor shall demonstrate that locally-made building materials shall be used for project construction and associated infrastructure when appropriate materials are available and economically feasible.
- The construction contractor shall demonstrate that the proposed project complies with the Tier 2 provisions of the California Green Building Code requiring recycling/reuse of construction and demolition debris.
- The construction contractor shall demonstrate that building materials shall be resource efficient, recycled, have long life cycles and manufactured in an environmentally friendly way, to the extent feasible.

ANALYSIS

As submitted, Tentative Tract Map 70583 (TTM) relies upon the approval of numerous amendments to the San Dimas General Plan and Specific Plan No. 25 (SP 25). Any direction on TTM must be consistent with actions taken regarding those concurrently processed applications. Some adaptation may be needed as a result.

There are a number of issues although some may come into clearer focus based on the above referenced concurrent decisions which will be acted upon first.

Number of lots/density:

The TTM requests approval of 61 single family residential lots at a density of 0.225 dwelling units per acre. In the GPA and SP 25 Staff is recommending a lesser amount (54 lots at 0.2 dwelling units per acre). The reasons for this difference are spelled out in the comments in the GPA Staff Report. Some additional background seems appropriate.

Pursuant to the existing SP 25 the maximum permissible number of units is as follows:

Affected Property	Maximum Allowable Units	Comments
Original 200 NJD acres	21	Based on 1999 SP 25
Original 200 NJD acres	17	Increase set forth in 2004 Settlement Agreement
Lark Ellen 29 acres subsequently acquired by NJD	3	Based on 1999 SP 25
McHenry northerly 40 acres under contract with NJD[1]	5	Based on 1999 SP 25
TOTAL	46	Based on 1999 SP 25 plus Settlement Agreement

1. NJD also has the southerly 40 acres of McHenry under contract but it is not part of the project. Its density is 4 units.

There have been several designs discussed over the last several years and the property configuration has also changed. In NJD's view a design for approximately 55 lots which included the lower McHenry property and approximated the settlement agreement design (forgetting the Cataract access from the latter). In response to concerns about seven or eight high visibility lots on the lower McHenry and the primary ridgeline, they agreed to revise the design but requested a "bonus" to 61 to offset the higher economic value of the foregone lots. While there was some support for this approach, there was no formal agreement or support given.

In preparing this TTM the lower 40 McHenry acres also was removed from that plan and it is now not part of the project. As such it must be viewed as a site available for the development of four additional lots. The base number of lots becomes 46 rather than 50.

It should be noted that the lower Lark Ellen parcel (5 acres in size) is also not part of the project and is zoned SF-A 10,000. Portions of Brasada Lane cross this property in extending to Cataract Avenue.

The Planning Commission reviewed the above materials and the applicant's presentation on density and determined that the applicant's request for 61 lots should be recommended for approval.

Number of equestrian lots:

The TTM proposes nine lots (Lots 19-22 & 49-53) for equestrian designation and intends all other lots to be precluded from equestrian use. All of the lots are permitted to have equestrian use per SP 25 and the City's horsekeeping regulations although some lots do not meet the 150 foot lot width minimum in the city adopted policy.

The Equestrian Commission has reviewed this request and while they have a preference for more equestrian designated lots, they can support the current request. Their minutes are attached to the GPA/MCTA Staff report.

The Planning Commission majority concurred with the Equestrian Commission recommendation on the number of equestrian lots.

Drainage/Detention Basins:

The design of the project contains six basins for water quality/debris collection/retention/detention. Five are proposed for HOA maintenance with the major basin near Cataract intended for public maintenance. This is necessary because downstream facilities are not currently adequately sized to accept run-

off from such a large mostly natural drainage area especially considering new water quality regulations.

Unfortunately, the applicant did not design these basins to fully satisfy the requirements of County Flood Control/Public Works. Plans were not submitted for their review in advance as is the custom and practice of the County if they are going to accept facilities into their system for maintenance. Prudence suggests going through the County review process prior to approving a TTM to address these significant cost considerations. Such a review is estimated to take six months or more. The applicant does not desire to take that time. It is likely that the design will change as a result of any review and require reconsideration of the TTM and the associated environmental analysis. The Planning Commission expressed concerns regarding this matter but, under the circumstances presented, concluded that it was appropriate to "condition" the County approval. The Commission was explicit that failure to secure County approval and maintenance would require the TTM to come back before them.

Staff and the County are concerned that the high cost of maintaining these facilities, particularly the most southerly facility, cannot be adequately handled by an HOA. The City is not prepared to accept them for maintenance due to the high cost and the County will not commit to accepting them if their standards are not met.

Access/Emergency Access:

Access in the Northern Foothills is not easy. The NF-PEIR anticipated use of the existing motorways and cooperation among property owners. The NF- PEIR did however identify Cataract as another option. The City of Glendora subsequently prohibited in its Circulation Element any roadways (other than limited emergency access) from crossing City boundaries. As a result this TTM proposes the northerly extension of Cataract as its primary access. This results in considerable impact to Shuler Canyon and necessitates significant retaining walls. To minimize these impacts the road width has been minimized at 26 feet but this is acceptable to the City and County Fire Department as long as parking is prohibited.

This becomes a "single means of access" project. After jointly considering existing and future lots off of this road, the City and LACoFD determined that at least one additional emergency access was required. The Planning Commission concurred and added Condition 12a imposing this requirement. The proposed TTM showed four emergency access routes but none of these was sufficient due to ownership, easement or improvement issues. While there is a series of historical motorways which have been used for access none of them have ever been documented for any use. The project clearly introduces a need for additional access by placing more people and property into this restricted area. The DEIR has been prepared assuming no additional emergency access.

Within the last few weeks the Applicant has improved an emergency access with decomposed granite to a width of 20 feet within the City of Glendora. This was inspected by the LACoFD on November 16, 2010 but to date there has been no additional input from LACoFD. City Staff viewed this improvement on December 6, 2010. Subsequent to the Planning Commission meeting, the Applicant submitted an additional report (dated December 8, 2010) from their fire consultant intending to give further credence to the single means of access design.

There are some continuing concerns with the design of several emergency accesses where double cul-de-sacs are used. In addition, The LACoFD prefers that a couple of cul-de-sac roads be widened but the City feels the designs are acceptable. As drafted the conditions allow the City Engineer some flexibility in this regard.

Grading:

The TTM includes a Conceptual grading Plan that shows over 1.300.000 cubic yards of grading to create pads and roads/driveways. The design includes extensive use of retaining walls upwards of 30 feet in height throughout the project. For most hillside conditions the building pads are fairly large averaging over 25,000 square feet. These can support very large highly visible houses in a relatively visible area.

Staff believes that some grading reductions are appropriate. An alternate grading plan has been discussed with the applicant but they have declined to consider it further favoring the submitted plan. The schematic grading review by the City suggested a reduction to about 900,000 cu. yds. of grading with pads being reduced by about 10%. Staff has included specific changes to pad sizes particularly in the clustered portion of the development. These changes should still accommodate houses of the sizes the applicant has identified. These changes would also eliminate several of the double turnarounds and reduce some of the retaining walls.

The Planning Commission determined that the double turnarounds enhanced fire safety and supported the proposed grading strategy submitted by the applicant.

Two story lots:

The TTM proposes 16 lots for future two story structures (Lots 2, 3, 4, 6, 7, 23, 25, 26, 39, 40, 41, 47, 48, 59, 60 and 61). Per the SPA a visual analysis is required and a computer visualization has been prepared. The SPA also suggests a limit of 25% of the lots meaning a maximum of 15 would be allowed. It should be noted that the Settlement Agreement stated a limited number of lots would be considered for two story designation. At that time the number 8 was

discussed out of a total of 38 (less than 20%). Part of the two story discussion was to allow for some additional square footage where there were smaller pads. In reality there are few if any smaller building pads. The TTM is the time to create the two story lot designations.

The Planning Commission determined that 16 two story lots were appropriate. They also increased the height of one story houses from 20 to 25 feet to accommodate additional architectural flexibility.

Open Space/Lot designations:

Lettered Lot I, which was previously a Remainder parcel, is 83.97 acres and is designated for preservation as natural open space use. It is intended to be offered to the City or a Conservancy. The city prefers City ownership as the best approach. It is important to retain it as a lettered lot because designation as a remainder lot means it retains developments rights.

Equestrian Trails:

The TTM currently proposes two trails – one in the northeast corner on the Sycamore Canyon Road easement and the other south of Lot 21 extending to the southerly McHenry parcel.

This has been reviewed with the Equestrian Commission and there are concerned that it is not adequate given historic trail uses in the area. As a result it is recommended that a public trail be provided within the project traversing east to west adjacent to the private streets generally following Stoney Ridge Lane, a portion of Brasada Lane and Hidden Ridge Road.

There may be an opportunity to achieve a better trail system utilizing some off-site property in the vicinity. However, Staff does not favor off-site improvements as a TTM condition. It is possible that this can be negotiated at a later date in lieu of the on-site requirement.

Post Planning Commission Updates

Subsequent to the Planning Commission meeting there has been continuing discussion regarding the Conditions of Approval associated with the TTM. Staff and the Applicant have agreed to a number of mostly minor revisions to the Conditions. These are identified in the attached Council Resolution in red.

There are still a number of unresolved Conditions. Refer to Exhibit A attached to Resolution No. 2010-69 for Staff recommended language in the affected Conditions. These are as follows:

- Condition 12a – This condition was added by the Planning Commission and requires a minimum of one off-site emergency access to be approved by the City engineer after conferring with LACoFD. Discussion with the Applicant and the additional report submitted by Scott Franklin indicate the Applicant continues to prefer the approval not include the secondary access as a project condition.
- Condition 25 – This condition relates to LA County Flood Control District review of the drainage system. The only remaining objection is including the City Engineer in the determination regarding off-site drainage acceptance letters (if necessary). This is however standard protocol for the City and the Flood Control District.
- Condition 26 – This condition requires adequate surety to guarantee HOA maintenance of the upper three debris/detention basins. The disagreement is the amount and type of surety. As written the condition leaves these items to a future determination by the City Engineer and that is appropriate. Staff believes, based upon consultation with LA County Flood Control District, that the maintenance needs are closer to $1,000,000 than the $100,000 suggested by the applicant but is open to reviewing a specific cost proposal to determine the correct amount. Staff is open to considering various types of surety but it should be recognized that bonds are cumbersome to collect and are not preferred. The Applicant's suggested language for this Condition is as follows:

> To guarantee the maintenance of the three on-site debris and/or detention basins (with event capacity ranging from 30,240 to 64,800 cubic feet) improvements, to protect the City in case the developer or Homeowners Association is in default of the obligations to maintain such on-site drainage facilities and to provide sufficient funds for ongoing maintenance of all the on-site debris and/or detention basin that are to be maintained by the Homeowner's Association, the developer shall post a bond satisfactory to the City Engineer in the amount of $100,000.00. The deposit shall be released at such time when the Homeowners' Association has equal amount of funds for the maintenance of the said facilities. If the HOA does not have enough funds to assume maintenance of the facilities as described within three years of the completion and acceptance by the City Engineer and Director of Public Works, the bond will be called and enforced by the City and utilized for ongoing maintenance and emergency cleanup needs of the aforementioned facilities. If these funds are insufficient for maintenance of the three on-site debris and/or detention basins improvements, the City, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the CC&R's or the City's ordinances. The property shall be subject to a lien in favor of the City to secure any such expense not promptly reimbursed.

- Condition 56c – This condition requires a potential equestrian trail at or near the building pad for Lot 20. In part this Condition depends on what ultimately happens to the southerly 40 acres of the McHenry property which may be gifted to the City as open space. Existing potential trails on that property include a westerly trail which would dead-end without the requested easement. It is possible that the "in lieu" portion of Condition 56 will make this link unnecessary but at this time it is

prudent to reserve the right as recommended. The Applicant requests deletion of this Condition 56c.

- Condition 57 – This Condition requires minimum levels of safety related street lighting at intersections, ends of streets and sharp curves if deemed necessary by the City engineer. The Applicant prefers said safety lighting be optional. The Applicant's suggested language for this Condition is as follows:

  The developer may install street lights on the private streets at all intersections, ends of the streets, and at sharp curves to the satisfaction of the City Engineer and Director of Public Works.

- Condition 58 – This Condition requires compliance with the City street naming policy. Meetings subsequent to the Planning Commission meeting have resolved most of the street naming issues but there is an unresolved disagreement regarding Brasada Lane. See attached letter from Director of Public Works dated December 7, 2010 on this matter. The Applicant prefers said to retain control over street names. The Applicant's suggested language for this Condition is as follows:

  Street name signs and stop signs shall be installed at location as determined by the City Engineer and in accordance with City Standards. Street names shall be those proposed by the applicant.

- Condition 62 – This Condition requires the City engineer to review and approve a phasing plan. The Applicant prefers to reference the phasing plan that they have submitted. Staff's concern is that the plan is not sufficiently complete to be approved as submitted. Grading or infrastructure or other improvements may not utilize the same phasing boundaries as the various map recordings and the City Engineer needs the flexibility to review these considerations as part of any phasing plan. The Applicant's suggested language for this Condition is as follows:

  The project may be completed in phases, with multiple final maps being filed. The number of phased final maps shall not exceed six. The phasing plan shall be in substantial conformance with the applicants phasing plan dated 11/24/10 review and approval by the City Engineer.

RECOMMENDATION

The Planning Commission recommends approval of TTM 70583 as set forth in Resolution PC-1430.

The Staff does not support the grading or number of lots consistent with its recommendation on GPA 08-02 and MCTA 08-04. Staff has nevertheless worked

to resolved differences regarding the Planning Commission recommended conditions with the Applicant.

Attached Resolution No. 2010-69 implements the Planning Commission recommendation with certain minor changes noted in red.

Respectfully Submitted,

Larry Stevens
Assistant City Manager for Community Development

Attachments:

1. Tentative Tract Map (17 pages) – distributed November 12, 2010
2. Conceptual Grading Plan – distributed November 12, 2010
3. Letter to applicant's representative from Director of Public Works dated December 7, 2010 regarding street names.
4. Resolution No. 2010-69
5. Resolution PC- 1430
6. Planning Commission Staff Reports dated November 17 and December 1, 2010

City Council
CURTIS W. MORRIS, Mayor
DENIS BERTONE, Mayor Pro Tem
EMMETT BADAR
JEFF TEMPLEMAN
JOHN EBINER

City Manager
BLAINE M. MICHAELIS

Assistant City Manager / Treasurer
KENNETH J. DURAN

City Attorney
J. KENNETH BROWN

CITY OF San Dimas CALIFORNIA

Assistant City Manager of Community Development
LAWRENCE STEVENS

Director of Public Works
KRISHNA PATEL

Director of Development Services
DAN COLEMAN

Director of Parks and Recreation
THERESA BRUNS

City Clerk
INA RIOS

Via e-mail

December 7, 2010

Mr. Stan Stringfellow
Consultant for NJD, Inc.
326 W. Arrow Highway
San Dimas, CA 91773

Re: Street Naming for the Brasada Project

Dear Mr. Stringfellow:

This is in response to your e-mail letter of December 3rd regarding the name revisions for the Brasada project. The proposed re-naming of the five streets per the City list and the changes are approved including your suggested street names of Spur Ridge/Stone Ridge Lane to combine as Canyon Oaks Lane is acceptable to the City.

However, in regards to the naming of the main principal street entrance as "Brasada Lane" this is not acceptable to the City. While you may feel our previous explanation and our practice of not naming a development project and the main street entrance the same as not plausible to you, I will try to clarify the City's views again.

Your project is definitely unique and we do agree that the proposed luxurious homes will be an asset to the community for generations to come. Nonetheless, there have been many past similar sized developments and the City has always remained firm in its position of not approving the street name and project name to match. In fact, contrary to your belief, we are proud to state that these developments with distinct project names have now erected their own identity

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within various neighborhoods. Our residents in these neighborhoods fully identify themselves as residents of these areas without any reference to the street.

You are also correct in your understanding that the street naming process is not an ordinance, but a practice the City has developed to help identify various segments of the City for the benefit of our residents and as well as Public Safety. As stated and discussed previously, again we reiterate the following reasons for not approving your request to name the entrance Brasada Lane:

Street Naming Strategy With rapid residential development of the City from the mid-seventies to mid-2000 the City staff has strategically developed a street naming system to which we have strongly adhered to this day. This street naming system has broken the City down into segments categorically. The south side in Via Verde are primarily Spanish names. For the development north off Walnut Creek, we use British names. From the mid to north part of the City we have used Early Californian, Western, and Woods. In staying with these strategies the program of street naming has developed various strong neighborhood characteristics. These neighborhoods are still also identified by the name of the development project names, as evidenced by development project entrance monument walls. For example, the Wood Walk development in Via Verde. During the period of residential growth, City staff has steadfastly held in not meeting countless developer's requests of naming their street and project similar. Can you imagine the mishmash of uncoordinated street names all over our town if we did not have a systematic approach to it?

Brasada Development Does Not Set a Precedent In your letter you state that your development as the last major development in the City and would not set a precedent. However, you forget that as mentioned above that every developer who has built in the City has stressed their concerns and felt that their development will be unique and that exceptions should be granted in naming the street project and development the same.

Brasada Development and Brasada Lane Our objection to the development name and its prime street being the same is that having similar names is in fact a marketing ploy. In San Dimas we have strongly resisted this ploy from past developers. The fruits of this resistance are part of what give San Dimas its unique character of quality neighborhoods, and not the short term whims of developer's interest and strategy to sell homes. This resistance has quietly made San Dimas one of the "hidden gems" in the San Gabriel Valley.

Brasada Lane We do not object to your development name being called Brasada, but do object to its prime street name being called Brasada Lane which is Spanish for "plain covered in unruly brush". Our objection is due to the location of your development being in the north side of the City where all our street names and neighborhoods primarily have a Western, Early Californian or nature related theme. Therefore your suggested name would be out of place and

not conducive to our process, system or benefit our neighborhood characteristics.

New Street Name extended to Foothill Blvd. We thank you for your support in the renaming of the short segment of Cataract Avenue to be the selected development street name. City Staff believes that renaming Cataract will better facilitate the emergency response to the new 61 lot development and the existing neighborhood as well. Also, starting a large development street name from a terminus of a short existing street is not logical. Or the other logical alternative would be to extend Cataract Avenue into the development which is contrary to what you wish. However, please note that any proposed name changes of Cataract Avenue will require the residents of Cataract approval as well as our City Council.

In closing, since you did not like the previous names we proposed, then using our street naming strategy, provided are more name choices for your consideration. They are: Mountain Shadow Road; Saddle Ridge Lane; or Sky Line Way. Or High Country Road. However we still remain open to street names that provide you with a prestigious high end sounding street name that meets our strategy. But please note that, as mentioned above, we cannot approve Brasada Lane as the street name for your development.

Please contact me at (909) 394-6245 so we can set a time to discuss the above.

Sincerely,

Krishna Patel
Director of Public Works

kp/rka/12-10-13

RESOLUTION NO. 2010-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING TENTATIVE TRACT MAP NO. 70583, A REQUEST TO SUBDIVIDE APPROXIMATELY 270 ACRES INTO 61 RESIDENTIAL LOTS ON THE PROPERTY LOCATED AT NORTHERLY EXTENSION OF CATARACT AVENUE INTO THE NORTHERN FOOTHILLS (BRASADA RESIDENTIAL DEVELOPMENT)

WHEREAS, an application for a Tentative Tract Map has been duly filed by:

NJD Limited
3300 East First Avenue, Suite 510
Denver, CO 80206

Representative: Stan Stringfellow

WHEREAS, the applicant is requesting the Tentative Tract Map to:

subdivide approximately 270 acres into 61 single-family residential lots (or "numbered lots"); nine common area lots (or "lettered lots"), including private roadways and an 83 acre parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility).

WHEREAS, the property to be subdivided is described as follows:

Approximately 270 acres at the northerly terminus of Cataract Avenue located at the southwesterly portion of the Northern Foothills

WHEREAS, the Tentative Tract Map was submitted to appropriate agencies as required under Section 17.12.030 of the San Dimas Municipal Code with a request for their report and recommendations; and

WHEREAS, the planning Commission held public hearings on November 17, 2010 and December 1, 2010 at the hour of 7:00 p.m. and has approved Resolution PC-1430 recommending approval of the Tentative Tract Map; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on December 14, 2010 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Councilmembers at the hearing, and subject to the Conditions attached as "Exhibit A", the City Council now finds as follows:

A. The proposed Tentative Tract Map is consistent with the General Plan, as amended pursuant to General Plan Amendment 08-02, and Specific Plan No. 25, as amended pursuant to Municipal Code Text Amendment 08-04.

   The proposed subdivision is consistent with the City of San Dimas General Plan. The property is designated as Northern Foothills, a designation that would allow 0.225 units per acre, or 61 residential lots.

   The proposed 61 lots are consistent with Specific Plan No. 25.

B. The design or improvement of the proposed subdivision is consistent with the General Plan as amended pursuant to General Plan Amendment 08-02 and Specific Plan No. 25 as amended pursuant to Municipal Code Text Amendment 08-04.

   The proposed map is consistent with Specific Plan No. 25. The conceptual grading, street layout and lot arrangement are consistent with zoning requirements and development standards set forth therein.

C. The site is physically suitable for the type of development proposed.

   The 270 acre site is adequate in size for the proposed 61 lots and associated open space including designated "no build" areas on residential development lots and other lots designated for open space and habitat conservation.

D. The site is physically suitable for the proposed density of the development.

   The proposed 0.225 units per acre is at the maximum allowable density set forth in the General Plan with lots generally clustered in

flatter portions of the site and provision made to preserve large portions of the property in its natural undisturbed condition.

E. The design of the proposed subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and unavoidable injury to wildlife or their habitat.

Based on the Environmental Impact Report prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact on wildlife or their habitat.

F. The design of the proposed subdivision and the type of improvements are not likely to cause serious public health problems.

Based on the Environmental Impact Report prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact on public health problems except for identified short term construction impacts on air quality.

G. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

Provision has been made to include public access through portions of the site for equestrian trails. Adequate provision has been made to protect other public easements through the conditions of approval.

H. The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board. Conditions are imposed the public health, safety and general welfare and to implement the purpose and intent of the General Plan.

The project mitigations and the conditions imposed are done so as to protect the public health, safety and general welfare and to implement the intent and purpose of the General Plan. The project will meet all requirements of the Regional Water Quality Control Board.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the City Council approves Tentative Tract Map No. 70583 subject to compliance with the Conditions in Exhibit "A" attached hereto and incorporated herein.

PASSED, APPROVED and ADOPTED, the 14th day of December 1, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Curt Morris, Mayor

ATTEST:

Ina Rios, City Clerk

EXHIBIT A

[NOTE: Several minor revisions made subsequent to the Planning Commission decision are identified in red.]

Conditions of Approval

Tentative Tract Map 70583

PLANNING DIVISION - (909) 394-6250

GENERAL

1. The applicant shall agree to defend at his sole expense any action brought against the City, its agents, officers or employees because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers or employees for any Court costs and attorney's fees which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.

2. This approval is granted contingent upon City Council approval of General Plan Amendment 08-02 and Municipal Code Amendment 08-04 and certification of the Final Environmental Impact Report.

3. The developer shall comply with all applicable requirements of Specific Plan No. 25.

4. The project shall fully incorporate all project features identified in the Final Environmental Impact Report and no changes shall be made unless approved by the Assistant City Manager for Community Development.

5. The applicant shall revise the tentative tract map to increase the size of Lots 6, 29 and 40 to a minimum of 0.50 acres.

6. The applicant shall designate on the final map that the following lots shall be allowed two story structures, not to exceed thirty five (35) feet in height:

   Lots 2, 3, 4, 6, 7, 23, 25, 26, 39, 40, 41, 47, 48, 59, 60 and 61

   All other lots shall include deed restrictions prohibiting two story structures or structure exceeding twenty five (25) feet in height.

7. The applicant shall designate on the final map that the following lots shall be allowed equestrian use:

   Lots19-22 & 49-53

Said lots shall comply with all applicable City standards for horsekeeping in Specific Plan No. 25.

All other lots shall include deed restrictions prohibiting equestrian uses.

8. The approval of this Tentative Tract Map shall be valid for 24 months; unless otherwise extended automatically by operation of law. The applicant may apply for a 12-month extension based on Chapter 17.12 of the San Dimas Municipal Code. If a Development Agreement is approved granting additional time, then those time limits shall prevail, provided that notwithstanding the Development Agreement the Developer shall still be entitled to any automatic extensions that are granted by operation of law.

9. The Final Map and all improvement plans for this project shall incorporate all applicable mitigations included in the Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for this project.

10. The applicant shall sign an affidavit accepting all Conditions and all Standard Conditions before recordation of the final map.

11. The applicant shall comply with all City of San Dimas Business License requirements and shall provide a list of all contractors and subcontractors that are subject to business license requirements.

12. Los Angeles County Fire Department recommendations ~~requirements, as amended by the City of San Dimas,~~ shall be incorporated as set forth in the attachment appended at the end of the listed conditions, except that the City Engineer may approve minor revisions where deemed appropriate provided that said revisions still ensure adequate fire safety, and shall also include the following:

    a. Applicant shall provide a minimum of one emergency access road to the project proceeding in a westerly direction from the double-turnaround on Brasada Lane to the nearest public street in the City of Glendora. Said access shall be a minimum of 20 feet wide and be improved to an all-weather standard deemed acceptable by the City Engineer after conferring with the LA County Fire Department. Jurisdictional approval shall be obtained from the City of Glendora, if required by their ordinances. Appropriate documentation to guarantee continued use. maintenance and availability of said access shall be reviewed and approved by the City Engineer.

13. The developer shall be responsible for the preparation of Covenants, Conditions and Restrictions (CC&R's) establishing a Homeowner's Association and budget for the maintenance and operation of the common areas, including but not limited to, private streets, project entry gates, landscaping, open space, water quality basins, drainage systems, and retention/detention basins. The developer shall be responsible for all City Attorney costs incurred by the City. This Condition shall be completed and recorded prior to or concurrent with the ~~final~~ recordation of the Final Map for the first phase.

- The CC&R's shall be signed and acknowledged by all parties having any record title interest in the property to be developed, and shall make the City a party thereto, and shall be enforceable by the City. The CC&R's shall be reviewed and approved by the City and recorded prior to or concurrent with the recordation of the Final Tract Map for the first phase.
- The CC&R's shall be in the form and content approved by the Assistant City Manager of Community Development and the City Attorney and shall include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its property owners.
- The CC&R's shall provide for the effective establishment, operation, management, use, repair and maintenance of all easement areas and facilities.
- The CC&R's shall provide that the property be developed, operated, and maintained so as not to create a public nuisance.
- The CC&R's shall provide that if the property is not maintained in the condition required by the CC&R's, then the City, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the CC&R's or the City's ordinances. The property shall be subject to a lien in favor of the City to secure any such expense not promptly reimbursed.
- The CC&R's shall include a declaration that shall contain language and an exhibit showing exactly what areas are to be maintained in perpetuity by the Homeowner's Association.
- The CC&Rs shall include provisions for architectural design guidelines and enforcement thereof.
- The CC&Rs shall include any provisions specified as project features and/or mitigation measures as appropriate and shall include an approved building envelope on each pad.

14. A non-revocable deed restriction shall be recorded for all non-buildable areas, including designated "no build" areas on the residential development lots, where applicable.

15. The developer shall install a view fence or other permanent markers defining the boundaries of the non-buildable areas prior to issuance of a residential building permit for a lot.

16. Prior to recordation of final tract map, the developer shall submit architectural design guidelines, which shall include a community fencing plan and a building envelope, for review and approval pursuant to Section 18.542.600 et seq of Specific Plan No. 25.

LANDSCAPE

17. The developer shall submit to the Planning Division, prior to the issuance of building permits, detailed landscaping and automatic irrigation plan prepared by a State registered Landscape Architect. All landscaping and automatic irrigation

shall be installed and functional prior to occupancy of the building(s), in accordance with the plans approved by the Planning Division.

18. The developer shall show all proposed transformers on the landscape plan. All transformers shall be screened with landscape treatment such as trellis work or block walls with climbing vines or City approved substitute.

19. All manufactured slopes over three (3) feet in vertical height shall be irrigated and landscaped as approved by the Planning Division.

20. Water efficient landscapes shall be implemented in all new and rehabilitated landscaping for developer-installed landscaping in single-family and multi-family projects, and in private development projects that require a grading permit, building permit or use permit, as required by Chapter 18.14 of the San Dimas Municipal Code.

ENGINEERING DIVISION – (909) 394-6250

21. Final grading plans shall be submitted to the City of San Dimas for review and approval pursuant to Section 18.542.600 et seq of Specific Plan No. 25. Any approval shall generally conform to the conceptual grading plan submitted in conjunction with the tentative tract map. Any off-site grading that may occur shall be subject to review and approval by the adjacent property owner and/or the City of Glendora as appropriate.

22. The developer shall submit public sanitary sewer improvement plans to be reviewed and approved by the City Engineer to serve the development per specifications of the City of San Dimas and the Los Angeles County Department of Public Works Consolidated Sewer Maintenance Division. Proof of payment/clearance is required before the City will issue any sewer permit. The proposed development shall be annexed into the Los Angeles County Sanitation District, including payment of any required annexation fees. All required connection fees shall be paid ~~to the City of San Dimas and~~ to the County of Los Angeles Department of Public Works, Sewer Maintenance Division prior to annexation ~~recordation of the Final Map~~. All required connection fees shall be paid to the City of San Dimas as set forth in Section 14.12.040 of the San Dimas Municipal Code.

23. The developer shall provide an access easement, ~~a~~ all necessary utilities and associated utility easements and 20-foot wide reciprocal access easement to the southerly end of Lot 20 (or along the private road and equestrian easement extending southerly from Stony Ridge Lane) to facilitate future development of the property south of the project to the satisfaction of the City Engineer and the Director of Public Works. This condition may be waived or revised, as deemed appropriate by the City Engineer and Director of Public Works ~~, if the property to the south is transferred in a manner that precludes future development~~.

24. The developer shall request, in writing, a flood hazard report from the City Engineer, and meet all conditions as set forth in Title 15, Chapter 15.60 of the San Dimas Municipal Code.

25. The developer shall provide drainage improvements to carry runoff of storm waters in the area proposed to be developed, and for contributory drainage from adjoining properties to the satisfaction of the City Engineer. The proposed drainage improvements including the debris/infiltration/detention basins shall be based on the detailed hydrology study conforming to the then applicable Los Angeles County methodology. The developed flows outletting into the existing downstream system(s) from this project cannot exceed the pre-existing storm flows. If deemed necessary by the City Engineer and/or Los Angeles County Flood Control District, the developer shall secure a letter of drainage acceptance from all of the downstream property owners as the project creates additional year-round flows that will change the character of water flows and resulting associated erosion. The letter of approval shall meet the Los Angeles Flood Control District's requirements.

The storm drain and debris/detention basin improvement plans shall be approved by the City Engineer. The large debris/detention basin at the south of the property shall be approved by the Flood Control District prior to the recordation of the final tract map, and shall be transferred to the Los Angeles County Flood Control District for maintenance. The developer shall pay the City all of the current transfer and processing fees of the MTD system to the County.

The developer shall secure all required permits for impacts to the designated "blue line stream" across the developments to allow for the encroachment of the detention basins, streets, and proposed grading from Fish and Game, Regional Water Quality Board, U.S. Army Corps of Engineers and/or any other State or Federal agency with jurisdiction prior to issuance of any grading permit.

Those proposed debris/detention basins requiring a permit from the State Division of Dam Safety shall be reviewed by the State Division of Dam Safety for compliance and maintenance requirements prior to issuance of any permits and/or City approvals.

All required debris and detention basins not maintained by any governmental; agencies shall be maintained by the HOA. The CC&R's shall include provisions of maintenance plans with an action plan with sufficient dedicated maintenance funds approved by the City for major storm clean-up and debris removal to the satisfaction of the City Engineer and the Director of Public Works.

26. To guarantee the maintenance of the three on-site debris and/or detention basins (with event capacity ranging from 30,240 to 64,800 cubic feet) improvements, to protect the City in case the developer or Homeowners Association is in default of the obligations to maintain such on-site drainage facilities and to provide sufficient funds for ongoing maintenance of all the on-site debris and/or detention basin that are to be maintained by the Homeowner's Association, the developer shall post surety satisfactory to the City Engineer in an amount determined to be satisfactory by the City Engineer. The deposit shall be held for one year period following acceptance of the storm drain, debris and detention

basin improvements the City Engineer ad the Director of Public Works. The deposit shall be released at such time when the Homeowners' Association has equal amount of funds for the maintenance of the said facilities. If the HOA does not have enough funds to assume maintenance of the facilities as described within three years of the completion and acceptance by the City Engineer and Director of Public Works, the funds will be called and enforced by the City and utilized for ongoing maintenance and emergency cleanup needs of the aforementioned facilities.

27. For projects which disturb soil during wet season, applicant must submit a signed certification statement declaring that contractor will comply with Minimum Best Management Practices (BMPs) required by the National Pollutant Discharge Elimination System (NPDES), and also submit a Local Storm Water Pollution Prevention Plan/Wet Weather Erosion Control Plan.

28. The developer shall provide street improvements on all streets within the limits of the development. All work adjacent to or within the public or private right-of-way must meet the requirements specified in the Standard Specification for Public Works Construction (The Greenbook) and shall be subject to review and approval of the City Engineer.

29. Private Street "A" and all other labeled streets shall be shown on the Tentative Tract Map as a private street and shall be fully improved with curbs and gutters for drainage as generally set forth in the Tentative Tract Map, A.C. pavement, service vehicle turnout and guest parking spaces to the satisfaction of the City Engineer and in accordance with City Standards. Provisions for the maintenance of the private street shall be included in the CC&R's of the HOA for the development.

30. Beyond the existing Cataract Avenue right of way, developer shall ensure that the provate street prior to the private gate entry shall ~~, from its existing termini to a point between the two median islands shall be a public street and offered to be dedicated to~~ provide turnaround capability to the general public by providing an easement for the benefit of the general public for such purposes ~~at the terminus of the public street~~. The street shall have right-of-way width of thirty~~-six~~ feet (~~36'~~ 30') and curb-to-curb width of twenty-six feet (26'). The Homeowners Association will maintain the private street and the landscaping.

31. The developer shall provide off-site street improvements for that portion of Cataract Avenue within the City of San Dimas from the limits of the development to Foothill Boulevard in accordance with City Standards. Improvements to include replacement of damaged curbs and gutters, westerly curb transition, removal and replacement of slotted cross gutter at Foothill Boulevard, slurry top coat and/or paving, signing and striping, prior to recordation of the last phased final map. All work adjacent to or within the right-of-way must meet the requirements specified in the Standard Specifications for Public Works Construction (the Greenbook) with Los Angeles County Amendments and shall be subject to review and approval of the City Engineer. Pavement design and construction to be approved by the City Engineer and the Director of Public Works.

32. If provided, parking bump-outs shall be revised from the current design to accommodate better usability of the spaces. Any final design shall be approved by the City Engineer. Adequate provision in architectural guidelines shall be made for necessary on-site guest parking.

33. Curb radii shall be twenty-five (25) feet for local street intersection and thirty-five (35) feet for intersections with major or secondary highways.

34. The developer shall provide decorative mailboxes that are agreeable to the developer and the ~~per~~ City of San Dimas ~~standards~~. The developer shall obtain approval from the Postmaster General for the group mailbox drop-off/pick-up area prior to the issuance of C of O's.

35. The developer shall submit water plans to be reviewed and approved by Golden State Water Company, the City Engineer and the Los Angeles County Fire Department.

36. Provide utility sewer, drainage, and reciprocal access easements for the development to the satisfaction of the City Attorney, City Engineer, and the Director of Public Works.

37. The Developer shall be responsible for any repairs within the limits of the development, including streets and paving, curbs and gutters, ~~sidewalks,~~ and street lights, or the installation of same where not existing, as determined by the City Engineer and the Director of Public Works.

38. The developer shall underground all new utilities and shall underground all existing overhead utilities to the closest power pole off-site. The developer shall coordinate the installation of underground cable TV lines with the City approved cable television company.

39. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval.

40. A Final Tract Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder. The Final Tract Map for Phase One shall be recorded prior to issuance of any grading or building permits.

41. All easements existing at the time of the Final Tract Map approval must be accounted for on the approved tentative tract map. This includes the location, owner, purpose, and recording reference for all existing easements. If an easement is blanket in nature or indeterminate in nature, a statement to that effect must be shown on the tentative map in lieu of its location.

42. For projects one (1) acre or greater, project must be covered under a General Construction Activity Stormwater Permit (GCASP). Developer must submit a Notice of Intent and Waste Discharger's Identification (WDID) number as evidence of having applied for a GCASP before the City will issue a grading permit.

43. For all projects subject to Standard Urban Stormwater Mitigation Plan (SUSMP) regulations, applicant must submit a site-specific drainage concept and stormwater quality plan to mitigate post-development stormwater. A fully executed "Maintenance Covenant for SUSMP Requirements" shall be recorded with the L.A. County Registrar/Recorder and submitted to the City prior to the issuance of Certificate of Occupancy.

44. Construction plans for any activity in the area of Metropolitan Water District's pipelines or facilities, shall be submitted to MWD for review and written approval prior to the issuance of grading permits. The Final Tract Map and Construction plans shall clearly identify all of the existing MWD's facilities and rights-of-way.

45. Adequate line-of-sight shall be maintained at all driveways to the satisfaction of the City Traffic Engineer and City Engineer.

46. The applicant shall obtain written permission from the adjacent property owners allowing the proposed grading and/or construction of any temporary or permanent facilities within the abutting property. The maintenance mechanism for those improvements shall be identified. If prior to grading permits or written permission cannot be obtained, the grading shall be modified such that no off-site grading occurs.

47. All infrastructure necessary to serve the proposed development for each construction phase, (water, sewer, storm drain, and streets) shall be in operation prior to the issuance of Certificates of Occupancy, or equivalent occupancy releases for the applicable construction phase.

48. Improvement plans and necessary letters of credit, cash and/or bonds to secure the phased construction of all streets, storm drains, detention basins, water, sewer, grading, traffic signals and landscaping shall be submitted and approved by the City Engineer and Director of Public Works prior to the recordation of the Final Tract Map for each phase.

49. Easements for Private Driveways and Fire Lanes, equestrian trails, and all utilities, including water, sewer, storm drains, and retention basins shall be provided on the Final Tract Map for each phase to the satisfaction of the City Engineer, City Attorney, and the Director of Development Services.

50. The applicant shall provide all-weather vehicular access to all public and private facilities including all sewer manholes, storm drain manholes, drainage inlets, and drainage outlets.

51. All of the water quality basins shall be fully improved per applicable storm water quality standards and practices to the satisfaction of the City Engineer and the Director of Public Works. Provisions for the maintenance of the private water quality basins shall be included in the CC&R's of the HOA development.

52. The applicant shall designate on the Final Tract Map the open space areas of the development as "Restricted Use Areas for Natural Open Space Purposes" to the satisfaction of the City Engineer and the Director of Development Services.

53. Lot I consisting of approximately 83. 97 acres shall be designated as a lettered lot, not a Remainder parcel, on the Tentative and Final Tract Maps. Lot I shall be offered for dedication to the City of San Dimas. No portion of any area required to be maintained through a Fuel Modification Plan shall extend into Lot I. Adequate provision shall be made to allow access for maintenance and similar purposes.

54. The boundaries of the Tentative Tract Map shall be modified to include 40 acres, now designated "Not A Part" to identify this 40 acres as a "remainder parcel."

55. The type and color of material for all proposed retaining walls shall be reviewed and approved by the Director of Development Services prior to the issuance of grading permits.

56. A public equestrian trail(s) shall be provided through as follows:

    a. As shown on the Tentative Tract Map extending along Stoney Ridge Lane from the emergency access turnaround to the south property line.
    b. As shown on the Tentative Tract Map along Sycamore Canyon Road in the northeasterly corner of the property.
    c. Per an exhibit to be attached to these conditions extending southerly from Lot 20 to the south property line and along Stoney Ridge Lane easterly to the trail identified in (a) above.
    d. Per an exhibit to be attached to these conditions extending along the existing fire road (Wildwood Motorway) from the east property line, thence along the driveway serving Lots 26 & 27 to the Brasada Lane cul-de-sac, thence along Brasada Lane to the connecting road between Brasad Lane and Chimney ridge Lane, thence along said connecting road to Chimney Ridge Lane, thence following Chimney ridge Lane to Hidden Ridge Lane and extending to Ferguson Motorway.

    All such trails shall be available for public use, shall be improved to meet City of San Dimas standards, and shall be dedicated to the City for maintenance upon satisfactory completion.

    In lieu thereof on-site equestrian trails may be replaced by adjacent off-site trails subject to the review and approval of said alternate trail system by the Equestrian and Planning Commissions if they find and determine that the alternate system provides equivalent or similar public benefit.

57. The developer shall install street lights on the public portion of Cataract Avenue to meet current City standards and to the satisfaction of the City Engineer and Director of Public Works.

58. The developer shall install street lights on the private streets at all intersections, ends of the streets, and at sharp curves to the satisfaction of the City Engineer and Director of Public Works.

59. Street name signs and stop signs shall be installed at location as determined by the City Engineer and in accordance with City Standards. Street names shall be per the City's adopted approved street name list as necessary to avoid conflicts and

confusion with similarly named streets within the city and immediate surrounding area. All street names approved shall be shown on the Final Map.

60. All required concrete terrace drains and downdrains shall be constructed with an earth-tone color to the satisfaction of the City Engineer and the Director of Development Services.

61. During construction, the developer shall maintain vehicular and pedestrian access to all adjacent existing residences at all times.

62. Obtain all required permits from US Army Corps, Fish & Game, Regional Water Quality Board and any other State or Federal Agency with jurisdiction.

63. The project may be completed in phases, with multiple final maps being filed. The number of phased final maps shall not exceed six. The phasing plan shall be submitted for review and approval by the City Engineer.

64. The final map shall be in substantial conformance with the Tentative Tract Map as determined by the City Engineer and the Director of Development Services.

PARKS & RECREATION – (909-394-6230)

65. The developer shall comply with City regulations regarding property park development impact fee. Fees shall be paid prior to issuance of building permits.

66. The developer shall comply with Chapter 17.36 of the San Dimas Municipal Code regarding Park Land Dedication (Quimby Act). The City may require fees in lieu of land or a combination thereof based on the market value of the land to be dedicated. Fees shall be paid prior to recordation.

Fire Department Recommendations

SUBDIVISION, WATER AND ACCESS REQUIREMENTS

ADDITIONAL PAGE

SUBDIVISION NO. **PAGE NO. 1**

1 Single family detached homes shall require a minimum fire flow of 1,250 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. When there are five or more units taking access on a single driveway, the minimum fire flow shall be increased to 1,500 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. Homes which are in excess of 5,000 square feet shall provide fire flows as determined by Los Angeles County Fire Department, Regulation #8, Table 1. Fire hydrant spacing shall be 600 feet and shall meet the following requirements:
* No portion of lot frontage shall be more than 450 feet via vehicular access from a public fire hydrant for lots less than one acre.
* Lots which are larger than one acre shall have no portion of a structure placed on a lot where it exceeds 750 feet via vehicular access from a properly spaced public fire hydrant.
* When cul-de-sac depth exceeds 450 feet on a residential street, hydrants shall be required at the corner and mid-block.
* Additional hydrants will be required if hydrant spacing exceeds specified distances.

2 Road profiles shall be submitted for review and comment prior to the clearance of the tentative.
Gated entries shall be provided with approved emergency opening devices in compliance with Los Angeles County Fire Department Regulation #5 and shall be applied to both sides of the proposed gated entries as shown on the tentative map.
Divided entries and gated entries shall provide for a minimum width of 20' for both ingress and egress.

3 It is the recommendation of the Fire Department to maintain the proposed cap street connections to the easterly and westerly property boundaries for secondary access.
The tentative map indicates an easement listed as C-12, provide additional clarification on its use and if it is above or below.
The proposed water tank locations shall be provided with 15' of paved access and a turnaround area at the tank location

4 The proposed Chimney Ridge shall be increased to 24' in width and provide an approved Fire Department turnaround in accordance with all applicable codes.
Hidden Ridge Lane shall be increased in width to provide a minimum access width of 24'.

5 Lot 48 shall provide a Fire Department turnaround onto the tentative map in compliance with all applicable codes.
A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in length and at the end of all cul-de sacs. Cul-de-sac designs shall provide a minimum turning radius of 32' while the cross gradient shall not exceed 3%.

6 Clearly indicate the on-site access for Lot 47. On-site access shall be a minimum width of 20'.
Lots which provide two buildable pads at separate elevations shall provide for 20' of all weather access for emergency purposes.

☒ **FIRE DEPARTMENT HOLD** on the tentative map shall remain until verification from the Los Angeles County Fire Dept. Planning Section is received, stating adequacy of service. Contact (323) 881-2404.

☒ Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.

☒ Fire Department Access shall be extended to within 150 feet distance of any exterior portion of all structures.

☒ 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 there integrity for Fire Department use. Where topography dictates, turnarounds shall be provided for driveways that extend over 150 feet in length.

☒ Private driveways shall be indicated on the final map as "Private Driveway and Firelane" 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.

☒ 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.

☒ This property is located within the area described by the Fire Department as "Very High Fire Hazard Severity Zone" (formerly Fire Zone 4). A "Fuel Modification Plan" shall be submitted and approved prior to final map clearance.(Contact Fuel Modification Unit, Fire Station #32, 605 North Angeleno Avenue, Azusa, CA 91702-2904, Phone (626) 969-5205, for details).

☒ Provide Fire Department or City approved street signs and building access numbers prior to occupancy.

☐ Additional fire protection systems shall be installed in lieu of suitable access and/or fire protection water.

☐ The final concept map, which has been submitted to this department for review, has fulfilled the conditions of approval recommended by this department for access only.

☐ These conditions shall be secured by a C.U.P. and/or Covenant and Agreement approved by the County of Los Angeles Fire Department prior to final map clearance.

☐ The Fire Department, Land Development Unit has no additional requirements for this division of land at this time. Additional Fire Department requirements will be required when this land is further subdivided and/or during the building permit process.

Comments: THIS PROJECT AS SUBMITTED IS NOT CLEARED FOR PUBLIC HEARING.
ACCESS NOT APPROVED.
REFER TO ATTACHED ADDITIONAL SHEET, INDICATE COMPLIANCE ON THE TENTATIVE MAP, AND RESUBMIT FOR REVIEW/APPROVAL.

WATER SYSTEM REQUIREMENTS – INCORPORATED

Subdivision No: Tract 70583 Map Date 07-07-2010

Revised _____ City San Dimas

☐ Provide water mains, fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.

☐ The required fire flow for public fire hydrants at this location is ____ gallons per minute at 20 psi for a duration of __ hours, over and above maximum daily domestic demand. __ Hydrant(s) flowing simultaneously may be used to achieve the required fire flow.

☐ The required fire flow for private on-site hydrants is ____ gallons per minute at 20 psi. Each private on-site hydrant must be capable of flowing ____ gallons per minute at 20 psi with two hydrants flowing simultaneously, one of which must be the furthest from the

☐ Fire hydrant requirements are as follows:

Install ____ public fire hydrant(s). Upgrade / Verify ____ existing Public fire hydrant(s).
Install ____ private on-site fire hydrant(s).

☐ All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal. on-site hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall.

☐ Location: As per map on file with the office.
☐ Other location: ____

☐ All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. Vehicular access be provided and maintained serviceable throughout construction.

☐ The County of Los Angeles Fire Department is not setting requirements for water mains, fire hydrants and fire flows as a condition of approval for this division of land as presently zoned and/or submitted.

☐ Additional water system requirements will be required when this land is further subdivided and/or during the building permit process.

☐ Hydrants and fire flows are adequate to meet current Fire Department requirements.

☐ Fire hydrant upgrade is not necessary, if existing hydrant(s) meet(s) fire flow requirements.
Submit original water availability form to our office.

SUBMIT COMPLETED (ORIGINAL ONLY) FIRE FLOW AVAILABILITY FORM TO THIS OFFICE FOR REVIEW.

COMMENTS: **WATER SYSTEM REQUIREMENTS TO BE DETERMINED UPON APPROVED ACCESS.**

All hydrants shall be installed in conformance with Title 20, County of Los Angeles Government Code and County of Los Angeles Fire Code, or appropriate City regul This shall include minimum six-inch diameter mains. Arrangements to meet these requirements must be made with the water purveyor serving the area.

By Inspector Charles Sun Date 07-07-2010

Land Development Unit – Fire Prevention Division – (323) 890-4243, Fax (323) 890-9783

RESOLUTION PC-1430

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS RECOMMENDING APPROVAL OF TENTATIVE TRACT MAP NO. 70583, A REQUEST TO SUBDIVIDE APPROXIMATELY 270 ACRES INTO 61 RESIDENTIAL LOTS ON THE PROPERTY LOCATED AT NORTHERLY EXTENSION OF CATARACT AVENUE INTO THE NORTHERN FOOTHILLS (BRASADA RESIDENTIAL DEVELOPMENT)

WHEREAS, an application for a Tentative Tract Map has been duly filed by:

NJD Limited
3300 E. First Avenue, Suite 510
Denver, CO 80206

Representative: Stan Stringfellow

WHEREAS, the applicant is requesting the Tentative Tract Map to:

subdivide approximately 270 acres into 61 single-family residential lots (or "numbered lots"); nine common area lots (or "lettered lots"), including private roadways and an 83 acre parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility).

WHEREAS, the property to be subdivided is described as follows:

Approximately 270 acres at the northerly terminus of Cataract Avenue located at the southwesterly portion of the Northern Foothills

WHEREAS, the Tentative Tract Map was submitted to appropriate agencies as required under Section 17.12.030 of the San Dimas Municipal Code with a request for their report and recommendations; and

WHEREAS, notice was duly given of the public hearing on the matter and that public hearing was held on November 17, 2010 and December 1, 2010 at the hour of 7:00 p.m., with all testimony received being made a part of the public record; and

WHEREAS, all requirements of the California Environmental Quality Act and the City's Environmental Guidelines have been met for the consideration of whether the project will have a significant effect on the environment.

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at the hearing, and subject to the Conditions attached as "Exhibit A", the Planning Commission now finds as follows:

A. The proposed Tentative Tract Map is consistent with the General Plan, as amended pursuant to General Plan Amendment 08-02, and Specific Plan No. 25, as amended pursuant to Municipal Code Text Amendment 08-04.

   The proposed subdivision is consistent with the City of San Dimas General Plan. The property is designated as Northern Foothills, a designation that would allow 0.225 units per acre, or 61 residential lots.

   The proposed 61 lots are consistent with Specific Plan No. 25.

B. The design or improvement of the proposed subdivision is consistent with the General Plan as amended pursuant to General Plan Amendment 08-02 and Specific Plan No. 25 as amended pursuant to Municipal Code Text Amendment 08-04.

   The proposed map is consistent with Specific Plan No. 25. The conceptual grading, street layout and lot arrangement are consistent with zoning requirements and development standards set forth therein.

C. The site is physically suitable for the type of development proposed.

   The 270 acre site is adequate in size for the proposed 61 lots and associated open space including designated "no build" areas on residential development lots and other lots designated for open space and habitat conservation.

D. The site is physically suitable for the proposed density of the development.

   The proposed 0.225 units per acre is at the maximum allowable density set forth in the General Plan with lots generally clustered in flatter portions of the site and provision made to preserve large portions of the property in its natural undisturbed condition.

E. The design of the proposed subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and unavoidable injury to wildlife or their habitat.

Based on the Environmental Impact Report prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact on wildlife or their habitat.

F. The design of the proposed subdivision and the type of improvements are not likely to cause serious public health problems.

Based on the Environmental Impact Report prepared for the project, the mitigations proposed and the conditions imposed, this project has been determined to have no significant negative environmental impact on public health problems except for identified short term construction impacts on air quality.

G. The design of the subdivision and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision.

Provision has been made to include public access through portions of the site for equestrian trails. Adequate provision has been made to protect other public easements through the conditions of approval.

H. The discharge of waste from the proposed subdivision into the existing sewer system will not result in a violation of existing requirements prescribed by the Regional Water Quality Control Board. Conditions are imposed the public health, safety and general welfare and to implement the purpose and intent of the General Plan.

The project mitigations and the conditions imposed are done so as to protect the public health, safety and general welfare and to implement the intent and purpose of the General Plan. The project will meet all requirements of the Regional Water Quality Control Board.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission recommends to the City Council approval of Tentative Tract Map No. 70583 subject to compliance with the Conditions in Exhibit "A" attached hereto and incorporated herein.

PASSED, APPROVED and ADOPTED, the 1st day of December 1, 2010 by the following vote:

AYES: Bratt, Davis, Ensberg, Rahi, Schoonover

NOES: None

ABSENT: None

ABSTAIN: None

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton
Planning Commission Secretary

EXHIBIT A

Conditions of Approval

Tentative Tract Map 70583

PLANNING DIVISION - (909) 394-6250

GENERAL

1. The applicant shall agree to defend at his sole expense any action brought against the City, its agents, officers or employees because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers or employees for any Court costs and attorney's fees which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.

2. This approval is granted contingent upon City Council approval of General Plan Amendment 08-02 and Municipal Code Amendment 08-04 and certification of the Final Environmental Impact Report.

3. The developer shall comply with all applicable requirements of Specific Plan No. 25.

4. The project shall fully incorporate all project features identified in the Final Environmental Impact Report and no changes shall be made unless approved by the Assistant City Manager for Community Development.

5. The applicant shall revise the tentative tract map to increase the size of Lots 6, 29 and 40 to a minimum of 0.50 acres.

6. The applicant shall designate on the final map that the following lots shall be allowed two story structures:

   Lots 2, 3, 4, 6, 7, 23, 25, 26, 39, 40, 41, 47, 48, 59, 60 and 61

   All other lots shall include deed restrictions prohibiting two story structures or structure exceeding twenty five (25) feet in height.

7. The applicant shall designate on the final map that the following lots shall be allowed equestrian use:

   Lots19-22 & 49-53

   Said lots shall comply with all applicable City standards for horsekeeping in Specific Plan No. 25.

All other lots shall include deed restrictions prohibiting equestrian uses.

8. The approval of this Tentative Tract Map shall be valid for 24 months, unless otherwise extended automatically by operation of law. The applicant may apply for a 12-month extension based on Chapter 17.12 of the San Dimas Municipal Code. If a Development Agreement is approved granting additional time, then those time limits shall prevail, provided that notwithstanding the Development Agreement the Developer shall still be entitled to any automatic extensions that are granted by operation of law.

9. The Final Map and all improvement plans for this project shall incorporate all applicable mitigations included in the Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for this project.

10. The applicant shall sign an affidavit accepting all Conditions and all Standard Conditions before recordation of the final map.

11. The applicant shall comply with all City of San Dimas Business License requirements and shall provide a list of all contractors and subcontractors that are subject to business license requirements.

12. Fire Department requirements, as amended by the City of San Dimas, shall be incorporated as set forth in the attachment appended at the end of the listed conditions and shall also include the following:

    a. Applicant shall provide a minimum of one emergency access road to the project proceeding in a westerly direction from the double-turnaround on Brasada Lane to the nearest public street in the City of Glendora. Said access shall be a minimum of 20 feet wide and be improved to an all-weather standard deemed acceptable by the City Engineer after conferring with the LA County Fire Department. Jurisdictional approval shall be obtained from the City of Glendora, if required by their ordinances. Appropriate documentation to guarantee continued use. maintenance and availability of said access shall be reviewed and approved by the City Engineer.

13. The developer shall be responsible for the preparation of Covenants, Conditions and Restrictions (CC&R's) establishing a Homeowner's Association and budget for the maintenance and operation of the common areas, including but not limited to, private streets, project entry gates, landscaping, open space, water quality basins, drainage systems, and retention/detention basins. The developer shall be responsible for all City Attorney costs incurred by the City. This Condition shall be completed and recorded prior to the final recordation of the map.

    - The CC&R's shall be signed and acknowledged by all parties having any record title interest in the property to be developed, and shall make the City a party thereto, and shall be enforceable by the City. The CC&R's shall be reviewed and approved by the City and recorded prior to the recordation of the Final Tract Map.
    - The CC&R's shall be in the form and content approved by the Assistant City Manager of Community Development and the City Attorney and shall

include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its property owners.

- The CC&R's shall provide for the effective establishment, operation, management, use, repair and maintenance of all easement areas and facilities.
- The CC&R's shall provide that the property be developed, operated, and maintained so as not to create a public nuisance.
- The CC&R's shall provide that if the property is not maintained in the condition required by the CC&R's, then the City, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the CC&R's or the City's ordinances. The property shall be subject to a lien in favor of the City to secure any such expense not promptly reimbursed.
- The CC&R's shall include a declaration that shall contain language and an exhibit showing exactly what areas are to be maintained in perpetuity by the Homeowner's Association.
- The CC&Rs shall include provisions for architectural design guidelines and enforcement thereof.
- The CC&Rs shall include any provisions specified as project features and/or mitigation measures as appropriate and shall include an approved building envelope on each pad.

14. A non-revocable deed restriction shall be recorded for all non-buildable areas. Including designated "no build" areas on the residential development lots, where applicable.

15. The developer shall install a view fence or other permanent markers defining the boundaries of the non-buildable areas.

16. Prior to recordation of final tract map, the developer shall submit architectural design guidelines, which shall include a community fencing plan and a building envelope, for review and approval pursuant to Section 18.542.600 et seq of Specific Plan No. 25.

LANDSCAPE

17. The developer shall submit to the Planning Division, prior to the issuance of building permits, detailed landscaping and automatic irrigation plan prepared by a State registered Landscape Architect. All landscaping and automatic irrigation shall be installed and functional prior to occupancy of the building(s), in accordance with the plans approved by the Planning Division.

18. The developer shall show all proposed transformers on the landscape plan. All transformers shall be screened with landscape treatment such as trellis work or block walls with climbing vines or City approved substitute.

19. All manufactured slopes over three (3) feet in vertical height shall be irrigated and landscaped as approved by the Planning Division.

20. Water efficient landscapes shall be implemented in all new and rehabilitated landscaping for developer-installed landscaping in single-family and multi-family projects, and in private development projects that require a grading permit, building permit or use permit, as required by Chapter 18.14 of the San Dimas Municipal Code.

ENGINEERING DIVISION – (909) 394-6250

21. Final grading plans shall be submitted to the City of San Dimas for review and approval pursuant to Section 18.542.600 et seq of Specific Plan No. 25. Any approval shall generally conform to the conceptual grading plan submitted in conjunction with the tentative tract map. Any off-site grading that may occur shall be subject to review and approval by the adjacent property owner and/or the City of Glendora as appropriate.

22. The developer shall submit public sanitary sewer improvement plans to be reviewed and approved by the City Engineer to serve the development per specifications of the City of San Dimas and the Los Angeles County Department of Public Works Consolidated Sewer Maintenance Division. Proof of payment/clearance is required before the City will issue any sewer permit. The proposed development shall be annexed into the Los Angeles County Sanitation District, including payment of any required annexation fees. All required connection fees shall be paid to the City of San Dimas and to the County of Los Angeles Department of Public Works, Sewer Maintenance Division prior to recordation of the Final Map.

23. The developer shall provide an access easement, ~~a~~ all necessary utilities and associated utility easements and 20-foot wide reciprocal access easement to the southerly end of Lot 20 (or along the private road and equestrian easement extending southerly from Stony Ridge Lane) to facilitate future development of the property south of the project to the satisfaction of the City Engineer and the Director of Public Works. This condition may be waived or revised, as appropriate, if the property to the south is transferred in a manner that precludes future development.

24. The developer shall request, in writing, a flood hazard report from the City Engineer, and meet all conditions as set forth in Title 15, Chapter 15.60 of the San Dimas Municipal Code.

25. The developer shall provide drainage improvements to carry runoff of storm waters in the area proposed to be developed, and for contributory drainage from adjoining properties to the satisfaction of the City Engineer. The proposed drainage improvements including the debris/infiltration/detention basins shall be based on the detailed hydrology study conforming to the then applicable Los Angeles County methodology. The developed flows outletting into the existing downstream system(s) from this project cannot exceed the pre-existing storm flows. If deemed necessary by the City Engineer and/or Los Angeles County Flood Control District, the developer shall secure a letter of drainage acceptance from all of the downstream property owners as the project creates additional

year-round flows that will change the character of water flows and resulting associated erosion. The letter of approval shall meet the Los Angeles Flood Control District's requirements.

The storm drain and debris/detention basin improvement plans shall be approved by the City Engineer. The large debris/detention basin at the south of the property shall be approved by the Flood Control District prior to the recordation of the final tract map, and shall be transferred to the Los Angeles County Flood Control District for maintenance. The developer shall pay the City all of the current transfer and processing fees of the MTD system to the County.

The developer shall secure all required permits for impacts to the designated "blue line stream" across the developments to allow for the encroachment of the detention basins, streets, and proposed grading from Fish and Game, Regional Water Quality Board, U.S. Army Corps of Engineers and/or any other State or Federal agency with jurisdiction prior to issuance of any grading permit.

Those proposed debris/detention basins requiring a permit from the State Division of Dam Safety shall be reviewed by the State Division of Dam Safety for compliance and maintenance requirements prior to issuance of any permits and/or City approvals.

All required debris and detention basins not maintained by any governmental; agencies shall be maintained by the HOA. The CC&R's shall include provisions of maintenance plans with an action plan with sufficient dedicated maintenance funds approved by the City for major storm clean-up and debris removal to the satisfaction of the City Engineer and the Director of Public Works.

26. To guarantee the maintenance of the three on-site debris and/or detention basins (with event capacity ranging from 30,240 to 64,800 cubic feet) improvements, to protect the City in case the developer or Homeowners Association is in default of the obligations to maintain such on-site drainage facilities and to provide sufficient funds for ongoing maintenance of all the on-site debris and/or detention basin that are to be maintained by the Homeowner's Association, the developer shall post surety satisfactory to the City Engineer in an amount determined to be satisfactory by the City Engineer. The deposit shall be held for one year period following acceptance of the storm drain, debris and detention basin improvements the City Engineer ad the Director of Public Works. The deposit shall be released at such time when the Homeowners' Association has equal amount of funds for the maintenance of the said facilities. If the HOA does not have enough funds to assume maintenance of the facilities as described within three years of the completion and acceptance by the City Engineer and Director of Public Works, the funds will be called and enforced by the City and utilized for ongoing maintenance and emergency cleanup needs of the aforementioned facilities.

27. For projects which disturb soil during wet season, applicant must submit a signed certification statement declaring that contractor will comply with Minimum Best Management Practices (BMPs) required by the National Pollutant Discharge Elimination System (NPDES), and also submit a Local Storm Water Pollution Prevention Plan/Wet Weather Erosion Control Plan.

28. The developer shall provide street improvements on all streets within the limits of the development. All work adjacent to or within the public or private right-of-way must meet the requirements specified in the Standard Specification for Public Works Construction (The Greenbook) and shall be subject to review and approval of the City Engineer.

29. Private Street "A" and all other labeled streets shall be shown on the Tentative Tract Map as a private street and shall be fully improved with curbs and gutters, A.C. pavement, service vehicle turnout and guest parking spaces to the satisfaction of the City Engineer and in accordance with City Standards. Provisions for the maintenance of the private street shall be included in the CC&R's of the HOA for the development.

30. Cataract Avenue, from its existing termini to a point between the two median islands shall be a public street and offered to be dedicated to provide turnaround capability at the terminus of the public street. The street shall have right-of-way width of thirty-six feet (36') and curb-to-curb width of twenty-six feet (26').

31. Provide street improvements for that portion of Cataract Avenue within the City of San Dimas from the limits of the development to Foothill Boulevard in accordance with City Standards. Improvements to include curbs and gutters, westerly curb transition, removal and replacement of slotted cross gutter at Foothill Boulevard, paving, signing and striping. All work adjacent to or within the right-of-way must meet the requirements specified in the Standard Specifications for Public Works Construction (the Greenbook) with Los Angeles County Amendments and shall be subject to review and approval of the City Engineer. Pavement design and construction to be approved by the City Engineer and the Director of Public Works.

32. If provided, parking bump-outs shall be revised from the current design to accommodate better usability of the spaces. Any final design shall be approved by the City Engineer. Adequate provision in architectural guidelines shall be made for necessary on-site guest parking.

33. Curb radii shall be twenty-five (25) feet for local street intersection and thirty-five (35) feet for intersections with major or secondary highways.

34. The developer shall provide decorative mailboxes per City of San Dimas standards. The developer shall obtain approval from the Postmaster General for the group mailbox drop-off/pick-up area prior to the issuance of C of O's.

35. The developer shall submit water plans to be reviewed and approved by Golden State Water Company, the City Engineer and the Los Angeles County Fire Department.

36. Provide utility sewer, drainage, and reciprocal access easements for the development to the satisfaction of the City Attorney, City Engineer, and the Director of Public Works.

37. The Developer shall be responsible for any repairs within the limits of the development, including streets and paving, curbs and gutters, sidewalks, and street lights, or the installation of same where not existing, as determined by the City Engineer and the Director of Public Works.

38. The developer shall underground all new utilities and shall underground all existing overhead utilities to the closest power pole off-site. The developer shall coordinate the installation of underground cable TV lines with the City approved cable television company.

39. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval.

40. A Final Tract Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder. The Final Tract Map shall be recorded prior to issuance of any grading or building permits.

41. All easements existing at the time of the Final Tract Map approval must be accounted for on the approved tentative tract map. This includes the location, owner, purpose, and recording reference for all existing easements. If an easement is blanket in nature or indeterminate in nature, a statement to that effect must be shown on the tentative map in lieu of its location.

42. For projects one (1) acre or greater, project must be covered under a General Construction Activity Stormwater Permit (GCASP). Developer must submit a Notice of Intent and Waste Discharger's Identification (WDID) number as evidence of having applied for a GCASP before the City will issue a grading permit.

43. For all projects subject to Standard Urban Stormwater Mitigation Plan (SUSMP) regulations, applicant must submit a site-specific drainage concept and stormwater quality plan to mitigate post-development stormwater. A fully executed "Maintenance Covenant for SUSMP Requirements" shall be recorded with the L.A. County Registrar/Recorder and submitted to the City prior to the issuance of Certificate of Occupancy.

44. Construction plans for any activity in the area of Metropolitan Water District's pipelines or facilities, shall be submitted to MWD for review and written approval prior to the issuance of grading permits. The Final Tract Map and Construction plans shall clearly identify all of the existing MWD's facilities and rights-of-way.

45. Adequate line-of-sight shall be maintained at all driveways to the satisfaction of the City Traffic Engineer and City Engineer.

46. The applicant shall obtain written permission from the adjacent property owners allowing the proposed grading and/or construction of any temporary or permanent facilities within the abutting property. The maintenance mechanism for those improvements shall be identified. If prior to grading permits or written permission cannot be obtained, the grading shall be modified such that no off-site

grading occurs.

47. All infrastructure necessary to serve the proposed development for each construction phase, (water, sewer, storm drain, and streets) shall be in operation prior to the issuance of Certificates of Occupancy, or equivalent occupancy releases for the applicable construction phase.

48. Improvement plans and necessary letters of credit, cash and/or bonds to secure the construction of all streets, storm drains, detention basins, water, sewer, grading, traffic signals and landscaping shall be submitted and approved by the City Engineer and Director of Public Works prior to the recordation of the Final Tract Map.

49. Easements for Private Driveways and Fire Lanes, equestrian trails, and all utilities, including water, sewer, storm drains, and retention basins shall be provided on the Final Tract Map to the satisfaction of the City Engineer, City Attorney, and the Director of Development Services.

50. The applicant shall provide all-weather vehicular access to all public and private facilities including all sewer manholes, storm drain manholes, drainage inlets, and drainage outlets.

51. All of the water quality basins shall be fully improved per applicable storm water quality standards and practices to the satisfaction of the City Engineer and the Director of Public Works. Provisions for the maintenance of the private water quality basins shall be included in the CC&R's of the HOA development.

52. The applicant shall designate on the Final Tract Map the open space areas of the development as "Restricted Use Areas for Natural Open Space Purposes" to the satisfaction of the City Engineer and the Director of Development Services.

53. Lot I consisting of approximately 83. 97 acres shall be designated as a lettered lot, not a Remainder parcel, on the Tentative and Final Tract Maps. Lot I shall be offered for dedication to the City of San Dimas. No portion of any area required to be maintained through a Fuel Modification Plan shall extend into Lot I. Adequate provision shall be made to allow access for maintenance and similar purposes.

54. The boundaries of the Tentative Tract Map shall be modified to include 40 acres, now designated "Not A Part" to identify this 40 acres as a "remainder parcel."

55. The type and color of material for all proposed retaining walls shall be reviewed and approved by the Director of Development Services prior to the issuance of grading permits.

56. A public equestrian trail(s) shall be provided through as follows:

    a. As shown on the Tentative Tract Map extending along Stoney Ridge Lane from the emergency access turnaround to the south property line.
    b. As shown on the Tentative Tract Map along Sycamore Canyon Road in the northeasterly corner of the property.

c. Per an exhibit to be attached to these conditions extending southerly from Lot 20 to the south property line and along Stoney Ridge Lane easterly to the trail identified in (a) above.
d. Per an exhibit to be attached to these conditions extending along the existing fire road (Wildwood Motorway) from the east property line, thence along the driveway serving Lots 26 & 27 to the Brasada Lane cul-de-sac, thence along Brasada Lane to the connecting road between Brasad Lane and Chimney ridge Lane, thence along said connecting road to Chimney Ridge Lane, thence following Chimney ridge Lane to Hidden Ridge Lane and extending to Ferguson Motorway.

All such trails shall be available for public use, shall be improved to meet City of San Dimas standards, and shall be dedicated to the City for maintenance upon satisfactory completion.

In lieu thereof on-site equestrian trails may be replaced by adjacent off-site trails subject to the review and approval of said alternate trail system by the Equestrian and Planning Commissions if they find and determine that the alternate system provides equivalent or similar public benefit.

57. The developer shall install street lights on the public portion of Cataract Avenue to meet current City standards and to the satisfaction of the City Engineer and Director of Public Works.

58. The developer shall install street lights on the private streets at all intersections, ends of the streets, and at sharp curves to the satisfaction of the City Engineer and Director of Public Works.

59. Street name signs and stop signs shall be installed at location as determined by the City Engineer and in accordance with City Standards. Street names shall be per the City's adopted approved street name list as necessary to avoid conflicts and confusion with similarly named streets within the city and immediate surrounding area.

60. All required concrete terrace drains and downdrains shall be constructed with an earth-tone color to the satisfaction of the City Engineer and the Director of Development Services.

61. During construction, the developer shall maintain vehicular and pedestrian access to all adjacent existing residences at all times.

62. Obtain all required permits from US Army Corps, Fish & Game, Regional Water Quality Board and any other State or Federal Agency with jurisdiction.

63. The project may be completed in phases, with multiple final maps being filed. The number of phased final maps shall not exceed six. The phasing plan shall be submitted for review and approval by the City Engineer.

64. The final map shall be in substantial conformance with the Tentative Tract Map as determined by the City Engineer and the Director of Development Services.

PARKS & RECREATION – (909-394-6230)

65. The developer shall comply with City regulations regarding property park development impact fee. Fees shall be paid prior to issuance of building permits.

66. The developer shall comply with Chapter 17.36 of the San Dimas Municipal Code regarding Park Land Dedication (Quimby Act). The City may require fees in lieu of land or a combination thereof based on the market value of the land to be dedicated. Fees shall be paid prior to recordation.

Fire Department Conditions

NOTE: Fire Department recommended conditions are still being reviewed for possible changes.

SUBDIVISION, WATER AND ACCESS REQUIREMENTS

ADDITIONAL PAGE

SUBDIVISION NO. **PAGE NO. 1**

1 Single family detached homes shall require a minimum fire flow of 1,250 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. When there are five or more units taking access on a single driveway, the minimum fire flow shall be increased to 1,500 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. Homes which are in excess of 5,000 square feet shall provide fire flows as determined by Los Angeles County Fire Department, Regulation #8, Table 1. Fire hydrant spacing shall be 600 feet and shall meet the following requirements:
* No portion of lot frontage shall be more than 450 feet via vehicular access from a public fire hydrant for lots less than one acre.
* Lots which are larger than one acre shall have no portion of a structure, placed on a lot where it exceeds 750 feet via vehicular access from a properly spaced public fire hydrant.
* When cul-de-sac depth exceeds 450 feet on a residential street, hydrants shall be required at the corner and mid-block.
* Additional hydrants will be required if hydrant spacing exceeds specified distances.

2 Road profiles shall be submitted for review and comment prior to the clearance of the tentative.
Gated entries shall be provided with approved emergency opening devices in compliance with Los Angeles County Fire Department Regulation #5 and shall be applied to both sides of the proposed gated entries as shown on the tentative map.
Divided entries and gated entries shall provide for a minimum width of 20' for both ingress and egress.

3 It is the recommendation of the Fire Department to maintain the proposed cul-de-sac connections to the easterly and westerly property boundaries for secondary access.
The tentative map indicates an easement listed as C-12, provide additional clarification on its use and if it is above or below.
The proposed water tank locations shall be provided with 15' of paved access and a turnaround area at the tank location.

4 The proposed Chimney Ridge shall be increased to 24' in width and provide an approved Fire Department turnaround in accordance with all applicable codes.
Hidden Ridge Lane shall be increased in width to provide a minimum access width of 24'.

5 Lot 48 shall provide a Fire Department turnaround onto the tentative map in compliance with all applicable codes.
A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in length and at the end of all cul-de sacs. Cul-de-sac designs shall provide a minimum turning radius of 32' while the cross gradient shall not exceed 3%.

6 Clearly indicate the on-site access for Lot 47. On-site access shall be a minimum width of 20'.
Lots which provide two buildable pads at separate elevations shall provide for 20' of all weather access for emergency purposes.

☒ **FIRE DEPARTMENT HOLD** on the tentative map shall remain until verification from the Los Angeles County Fire Dept. Planning Section is received, stating adequacy of service. Contact (323) 881-2404.

☒ Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.

☒ Fire Department Access shall be extended to within 150 feet distance of any exterior portion of all structures.

☒ 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 there integrity for Fire Department use. Where topography dictates, turnarounds shall be provided for driveways that extend over 150 feet in length.

☒ Private driveways shall be indicated on the final map as "Private Driveway and Firelane" 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.

☒ 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.

☒ This property is located within the area described by the Fire Department as "Very High Fire Hazard Severity Zone" (formerly Fire Zone 4). A "Fuel Modification Plan" shall be submitted and approved prior to final map clearance.(Contact Fuel Modification Unit, Fire Station #32, 605 North Angeleno Avenue, Azusa, CA 91702-2904, Phone (626) 969-5205, for details).

☒ Provide Fire Department or City approved street signs and building access numbers prior to occupancy.

☐ Additional fire protection systems shall be installed in lieu of suitable access and/or fire protection water.

☐ The final concept map, which has been submitted to this department for review, has fulfilled the conditions of approval recommended by this department for access only.

☐ These conditions shall be secured by a C.U.P. and/or Covenant and Agreement approved by the County of Los Angeles Fire Department prior to final map clearance.

☐ The Fire Department, Land Development Unit has no additional requirements for this division of land at this time. Additional Fire Department requirements will be required when this land is further subdivided and/or during the building permit process.

Comments: THIS PROJECT AS SUBMITTED IS NOT CLEARED FOR PUBLIC HEARING.
ACCESS NOT APPROVED.
REFER TO ATTACHED ADDITIONAL SHEET, INDICATE COMPLIANCE ON THE TENTATIVE MAP, AND RESUBMIT FOR REVIEW/APPROVAL.

WATER SYSTEM REQUIREMENTS – INCORPORATED

Subdivision No: Tract 70583 Map Date 07-07-2010

Revised _____ City San Dimas

☐ Provide water mains, fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.

☐ The required fire flow for public fire hydrants at this location is ____ gallons per minute at 20 psi for a duration of __ hours, over and above maximum daily domestic demand. __ Hydrant(s) flowing simultaneously may be used to achieve the required fire flow.

☐ The required fire flow for private on-site hydrants is ____ gallons per minute at 20 psi. Each private on-site hydrant must be capable of flowing ____ gallons per minute at 20 psi with two hydrants flowing simultaneously, one of which must be the furthest from the [illegible]

☐ Fire hydrant requirements are as follows:

Install ____ public fire hydrant(s). Upgrade / Verify ____ existing Public fire hydrant(s).
Install ____ private on-site fire hydrant(s).

☐ All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal. on-site hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall.

☐ Location: As per map on file with the office.
☐ Other location: _____

☐ All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. Vehicular access be provided and maintained serviceable throughout construction.

☐ The County of Los Angeles Fire Department is not setting requirements for water mains, fire hydrants and fire flows as a condition of approval for this division of land as presently zoned and/or submitted.

☐ Additional water system requirements will be required when this land is further subdivided and/or during the building permit process.

☐ Hydrants and fire flows are adequate to meet current Fire Department requirements.

☐ Fire hydrant upgrade is not necessary, if existing hydrant(s) meet(s) fire flow requirements.
Submit original water availability form to our office.

SUBMIT COMPLETED (ORIGINAL ONLY) FIRE FLOW AVAILABILITY FORM TO THIS OFFICE FOR REVIEW.

COMMENTS: **WATER SYSTEM REQUIREMENTS TO BE DETERMINED UPON APPROVED ACCESS.**

All hydrants shall be installed in conformance with Title 20, County of Los Angeles Government Code and County of Los Angeles Fire Code, or appropriate City regul This shall include minimum six-inch diameter mains. Arrangements to meet these requirements must be made with the water purveyor serving the area.

By Inspector Charles Sosa Date 07-07-2010

Land Development Unit – Fire Prevention Division – (323) 890-4243, Fax (323) 890-9783

Planning Commission Staff Report

DATE: December 1, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: Final Environmental Impact Report (FEIR)
General Plan Amendment 08-02
Municipal Code Text Amendment 08-04 (Specific Plan No. 25)
Tentative Tract Map No. 70583
Development Agreement

SUMMARY

On November 17, 2010 the Planning Commission conducted a public hearing on the above referenced matters associated with the Brasada Residential Development, continued the public hearing to December 1, 2010 and directed Staff to prepare necessary Resolutions intending to certify the FEIR and approve General and Specific Plan Amendments, the Tentative Tract Map and Development Agreement and to review with the Applicant various comments concerning those documents.

Staff has prepared appropriate Resolutions intended to enact the directions provided by the Planning Commission generally in support of the development proposal presented by the applicant.

BACKGROUND

In order to implement the direction of the Planning Commission Staff, PBS&J and the City Attorney have prepared various documents. These include:

1. Volume 3 of the FEIR which includes the Errata, Comment Letters and Responses, and additional documentation.

2. Resolution PC-1427 which recommends certification of the EIR and includes attachments setting forth required Findings, a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP). **NOTE THAT THIS DOCUMENT IS NOT YET COMPLETE AND WILL BE DISTRIBUTED TO YOU AS SOON AS POSSIBLE NEXT WEEK PRIOR TO THE MEETING.**
3. Resolution PC-1428 which recommends approval of various amendments to the San Dimas General Plan generally consistent with Option A identified in the prior report. Staff has conferred with the Applicant as requested.
4. Resolution PC-1429 which recommends approval of various amendments to Specific Plan No. 25 generally consistent with Option A identified in the Staff Report. Staff has conferred with the Applicant as requested.
5. Resolution PC-1430 which recommends conditional approval of Tentative Tract Map 70583. Some revisions have been made to the conditions of approval after considering applicant comments. A red-line version showing changes from the prior Staff report is attached to this report.
6. Resolution PC-1431 which recommends approval of a Development Agreement for this project. There have been no changes to the development Agreement and the parties are not currently in agreement on certain terms previously identified.

RECOMMENDATION

Resolutions PC-1427 through 1431 have been prepared to implement the direction of the Planning Commission.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:
1. Redline version of Tentative Tract Map Conditions of Approval
2. Redline version of Applicant's request regarding Development Agreement

Planning Commission Staff Report

DATE: November 17, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: Tentative Tract Map 70563 – A subdivision of approximately 270 acres in the Northern Foothills northerly of Cataract Avenue into 61 residential lots.

BACKGROUND

Project Description:

The TTM would subdivide approximately 270 acres into 61 single-family residential lots (or "numbered lots"); nine common area lots (or "lettered lots"), including private roadways and an 83 acre parcel that is anticipated to remain open space and/or habitat conservation land that would be offered for dedication to the City of San Dimas or a conservancy, and related infrastructure (including entry gates, utilities, water quality control basins and a water storage facility). The project would also include an easement for an approximately 2.83-acre portion of a 6 acre off-site property to the south that is also owned by the applicant for the purpose of access, drainage and retention, grading, utilities, landscaping and maintenance. The project also includes approximately 0.18 acres to the east of the center of the project site for use as a fire protection turn-around; this area is located on Los Angeles County Department of Parks and Recreation land. The project site, including the TTM, the 2.83-acre easement area, and the 0.18 acre fire turn-around consists of a total acreage of approximately 273 acres. The total disturbance on the project site resulting from the project would be approximately 90 acres (including the 0.18 acre fire turn-around), of which 10 acres would be short-term non-permanent disturbance occurring during construction. Figure 3-1 provides the proposed project site plan.

The TTM consists of 61 single-family residential lots, numbered as Lots 1 through 61 on Figure 3-1. The residential lots include both buildable areas and "no build areas" and the lots are proposed to range in size from approximately 0.5 acres to 17.81 acres, with an overall average lot size of two acres. Pad sizes (i.e., buildable areas) on the residential lots would average 25,204 square feet, with a range of 13,485 to 70,559 square feet. Some residential lots would include designated "no build areas". Nine of the residential lots are currently

proposed to be designated as "equestrian lots." While equestrian uses would be permitted on these nine lots, the decision to use those lots for equestrian uses would be up to each residential property owner. Equestrian use of these lots would have to comply with the standards in Specific Plan No. 25. Sixteen lots are proposed to be designated for construction of two-story structures. In addition, another six lots would be created with a split pad, meaning that a grade separation would occur on these lots.

Most of the residential lots would be situated in a lower-lying valley that is situated in the central-western portion of the project site. Additionally, most of the two-story lots would be located in this lower area to reduce off-site visibility. Many of the residential lots that are smaller than one acre in size would be located in this area and would be clustered. Residential lots are proposed to have minimum setbacks of 25 feet (front yard, from curb), 25 feet combined (side yard) and 20 feet (rear). Parking would be accommodated on each individual lot.

The proposed single-family residences would range in size from approximately 4,000 to 14,999 square feet, with the average home size estimated to be between approximately 5,000 to 6,000 square feet. The project applicant anticipates that the residential lots would be offered for sale to the general public as executive level home sites.

The TTM includes nine common area lots, lettered A through I. These lots generally consist of private roadways, an entry gate, open space areas, locations for debris basins, water quality detention basins and sites for infrastructure (including a water storage tank). Additionally, the TTM includes approval for a 2.83-acre easement across an approximately 6 acre property owned by the applicant to the south for the purpose of access, drainage and debris/water retention, grading, utilities, landscaping and maintenance. A proposed trail easement that would provide a potential trail in the southeastern portion of the project site is also proposed as part of the project. The trail would cross a portion of Lot A, and easements across Lots 20 and 21 on the project site.

Lot I, consisting of approximately 83.97 acres, will remain following subdivision and is intended for habitat conservation and/or open space. This parcel is presently vacant and undeveloped, except for several unpaved motorways. This parcel is not proposed for development as part of the TTM and is not included in the common area of the TTM. The project applicant would consider offering parcel for dedication to the City of San Dimas or a third party conservancy or for other uses consistent with this EIR. The land dedication would present an opportunity to potentially provide a trail linkage between Horsethief Canyon Park and the Sycamore Canyon trail system on the remainder parcel, which proceeds into the Angeles National Forest. However, this trail linkage is not proposed as part of the project.

Primary access to the project site would be taken from a gated entryway to a private road beginning at the existing northern terminus of Cataract Avenue. This gated entrance would be constructed with a median and a turnaround area prior to the gateway. Beyond the gateway, the main project roadway, identified as "Brasada Lane" on the TTM, would be a 26-foot-wide (curb-to-curb) paved private road. Brasada Lane would serve as the principal roadway for the project, and several spur roadways, also 26-feet wide, would lead from Brasada Lane into other portions of the site.

Several additional roadways, each 20 feet in width (curb-to-curb) would branch off of the above referenced roadways and lead to other residential lots not located within the principal lot cluster. A 15-foot-wide driveway would also lead to the proposed water tank on Lot F.

The project roadways would be accessible to emergency vehicles, including turnouts, turnarounds (both knuckled cul-de-sac and hammer-head), emergency access points, and fire hydrants.

Access to and from the project site would be from Cataract Avenue. Up to four additional existing fire roads/motorways would potentially be utilized to provide emergency access points along the eastern and western boundaries of the project site. Two of these existing access roads currently provide emergency access points along the western boundary of the project site crossing from the City of Glendora via the project applicant's adjacent property, thus permitting Los Angeles County Fire Department (LACoFD) to access the project site in an emergency. The other two existing fire and access roads are located on the eastern side of the project site and connect to private property and Los Angeles County Department of Parks and Recreation land. All four emergency access points are presently used as existing motorways maintained by Los Angeles County. The City of Glendora General Plan allows for emergency access across City boundaries. To the east of the center of the project site, the project proposes to construct a fire protection turn-around on 0.18 acres on Los Angeles County Department of Parks and Recreation land. The project applicant may obtain easements from adjacent property owners for emergency access on these existing motorways, however, as noted above, any easement would not permit modification of the existing roadway conditions.

Approvals from the LACoFD would be required to allow use of these additional access points for the proposed project. At the time of circulation of this EIR, no approvals for use of the additional emergency access points have been obtained from LACoFD, but those applications are pending. The current application has incorporated comments from LACoFD regarding design of streets and turn-arounds on the project site and the one turn-around east of the project site that tie into existing fire roads/motorways. It is anticipated that each of the proposed emergency access routes would be gated at the entrance to the project site and would be equipped with a Knox Box entry device to allow entry by emergency

services personnel. The emergency access roads would not be open to public use and public use of these roadways is not contemplated as part of the project design.

The proposed project utility infrastructure is proposed to extend into the project site from existing electricity, cable television/telephone, sanitary sewer, natural gas and water mains located in or along Cataract Avenue. All utility services are proposed to be underground. On-site utility mains for sanitary sewer, natural gas, electricity and water would generally be located within the private roadways. Utility service providers in the area include the following:

- Water: Golden State Water Company
- Sewer and Storm Drains: City of San Dimas
- Natural Gas: Southern California Gas Company
- Electricity: Southern California Edison
- Telephone: Verizon
- Cable Television: Time Warner

Water to the project site would be supplied by a proposed eight-inch on-site mainline connecting to an existing water supply line south of the project site beneath Cataract Avenue. A water tank approximately 750,000-gallons in size would be located on an 8.81 acre lot (Lot F) near the eastern edge of the project site. The tank would provide storage for use within the project site and water supply for emergency fire service. The tank would be positioned at an elevation that is approximately 100 feet above the highest residential lot and would be designed to provide gravity feed for residential and fire use. The tank would be situated on an approximately 73-foot square concrete foundation and would have an inside diameter of approximately 69 feet. The tank would rise approximately 35 feet above the concrete foundation and would be partially buried, with berms and landscaping to reduce visibility. A water pump would be located north of the project's entry gate, which would augment water pressure and conveyance throughout the project site.

The City maintains its own sewer system, which connects at various points to Los Angeles County Sanitation District sewer lines. An existing eight-inch sewer line is located beneath Cataract Avenue and ends shortly before the project site's southern boundary. The proposed project's sewer system would connect to the city's sanitary sewer system at this point. Annexation of the project site into the District's Special District No. 22 would be required.

Debris basins, storm drain lines, culverts and other facilities would be located within and around the development areas to capture off-site runoff and divert it through the project site, and on-site water quality basins are proposed to provide treatment of runoff from the development areas. In addition, one large debris and water retention basin is proposed at the downstream end of the project site in the 2.83-acre easement area to provide detention of storm flows and additional

water quality treatment. Overall, the existing drainage patterns of the site would be maintained. Off-site runoff would be routed through the site via separate storm drain lines, and discharged at multiple locations to maintain the existing flowpaths of the canyons. Energy dissipaters are proposed to reduce the potential for erosion and scour within the existing flowpaths. On-site runoff would be collected by a separate storm drain system and routed to water quality basins for treatment of low-flow and first-flush runoff.

Development of a portion of Shuler Canyon would occur as a result of the proposed project and a system of streets, catch basins, culverts and existing canyon channels would convey flow to a water quality/debris basin at the southerly end of the canyon. In total, three water quality basins and one joint water quality/debris basin are proposed to serve the project site. The three water quality basins would be located near Lot 48, near Lot 61, and at the southern end of the project site near the northern terminus of Cataract Avenue and have a treatment capacity of 96,600, 60,800, and 12,300 cubic feet, respectively. The joint water quality/debris basin would be located in the southern portion of the site near the project entrance and would serve a 92 acre tributary area. See Figure 3-1 for the locations of these facilities. The water quality basins would be built and vegetated to comply with current County of Los Angeles design standards and, to the extent necessary under state law, would be approved by the California Department of Water Resources, Division of Dam Safety.

Three debris basins are proposed in the northern portion of the project site near Lots 50/51, 28 and 30/31, respectively. These basins would be utilized to capture off-site flows and would have a design debris event capacity of 7,200, 3,360, and 4,800 cubic yards, respectively. As discussed above, a joint water quality/debris basin would be located at the downstream end of the project near the project entrance. This would be the largest on-site debris basin with an event capacity of 27,360 cubic yards. The debris basins would be built and vegetated to comply with current County of Los Angeles design standards.

The existing storm drain system at the northern terminus of Cataract Avenue is currently deficient and flooding in the area is common during large rain events. The proposed debris basins would partially alleviate this problem by detaining water flows for a period of time prior to exiting the project site. The debris basins would also contain water quality features that would infiltrate and convey water to the designated water quality basins. Storm water and runoff in graded areas would be conveyed through a series of terrace drains. A more detailed discussion of site drainage improvements is provided in Section 4.8 (Hydrology and Water Quality).

The proposed new residential and open space lots would be landscaped with native and/or drought-tolerant vegetation to minimize water consumption. Landscaping on the project site would also be carried out within the context of an overall fuel modification plan designed to enhance defensibility in the event of a

wildland fire. Figure 3-3 provides a combined conceptual landscape/fuel modification plan.

The fuel modification plan would establish three zones that would extend 200 feet outward from all combustible structures within the project area. Each zone would also be restricted to a specific plant palette that would prohibit the use of highly flammable plants or plants that are known to carry fire in a manner that can increase fire danger. The three zones are generally described as follows:

- Zone A (zero to 50 feet from structure): Zone A is defined as a wet zone, and is comprised of lawns or ground covers less than four inches deep, and shrubs less than two feet in height, positioned at least four feet (on center) from one another. In this zone, tree branches would be required to be 10 feet away from all open flame devices, including barbeques and chimneys. Preferred tree species in this area would be coastal live oak, walnut or sycamore, and all trees would be required to be limbed up to one-third of their heights or six feet above the ground.
- Zone B (51 to 100 feet from structure): Zone B would contain ground covers less than four inches deep. Shrubs would be maintained at less than three feet in height and positioned at least five feet (on center) from one another. All trees would be required to be limbed up to one-third of their heights with a minimum of 10 feet between their canopies. Existing oak trees would be allowed to retain closed canopies, but limbing requirements would apply, as would the maintenance of their understory to less than four inches in depth.
- Zone C (101 to 200 feet from structure or to property line): Zone C would contain ground covers less than four inches deep. Shrubs would be required to be maintained at less than three feet in height with a minimum of five feet between their canopies. Trees would be required to have at least 10 feet between canopies and be limbed up one-third of their heights or six feet. Existing oak, sycamore and walnut trees would be allowed to retain existing closed canopies, but limbing requirements would apply, as would the maintenance of their understory to less than four inches in depth.

A number of structural safeguards would be implemented for all structures within the project area to protect against wildland fire. All residential lots would be equipped with sprinklers. All building construction is intended to comply with applicable building codes for structures in areas prone to high wildland fire risk. The integration of fire-resistant building materials and construction techniques is also intended. Structures would also be required to comply with Los Angeles County Fire Department requirements.

The project proposes to reduce energy usage 10 percent below the Title 24 standards. All residences would be required to demonstrate that operation of the residence would exceed Title 24 standards by 10 percent or more prior to

issuance of a building permit. In addition, each home would be required to meet additional energy saving measures specified in the mitigation measures. These include enhanced opportunities for future use of solar.

The majority of the project is proposed to be constructed on the project site, with several exceptions. The first would be a small knuckled cul-de-sac turnaround, consisting of approximately 0.18 acres, at one of the emergency access roads on the eastern boundary of the project site within property owned by the County of Los Angeles Department of Parks and Recreation. This structure would provide space for vehicles to turn around prior to entering the site. The second off-site improvement would include portions of the debris/water quality basin at the southern end of the project site near the proposed project entrance located in the 2.83-acre easement area. The remainder of off-site improvements would include connections to existing off-site utilities including sewer, water, storm drain, communications, electricity and natural gas facilities located in Cataract Avenue. In addition, the first 400-500 feet of the northerly extension of Cataract Avenue connecting to Brasada Lane is located outside of the project boundary, although it is located on property owned by the project applicant.

The proposed project site is currently not included within the existing service area boundary of any water or sewer districts. The project would include annexation of the project site into the service areas of the County Sanitation District of Los Angeles County (CSD), Special District 22, and the County of Los Angeles Consolidated Sewer Maintenance District (CSMD). The annexations would require approval from the Local Agency Formation Commission (LAFCO) for the County of Los Angeles.

The project would also require a tariff map line extension from the Golden State Water Company (GSWC) to include the proposed project site in their tariff area. The tariff map line extension also requires approval from the California Public Utilities Commission.

The project would be completed in three to four phases, with mass grading, utilities (including water and sewer), a gated entryway, backbone roads, debris basins, the water storage tank, environmental mitigation, trails, and related infrastructure improvements all completed as part of the first phase. In total, project construction is anticipated to occur over an approximately 63-month (5.25-year) period. Construction is anticipated to begin in 2011 and be completed in 2017. However, this is considered to be a conservative estimate since the City's experience with custom residential lots is that sales of these types of properties require additional time to be absorbed by the market. The construction phases are described in greater detail below.

The hilly topography of the project site would require a substantial amount of grading. In some cases, the tops of hills would be leveled to prepare building

pads, and the resultant fill material would be used to level-off other areas or for road construction.

Grading would commence in typical fashion, with grubbing and vegetation clearing occurring first, followed by actual rough grading. All existing structures on the project site would be demolished and the resultant materials disposed of at an authorized landfill in accordance with applicable laws and regulations. The 2010 California Green Building Code is scheduled to take effect on January 1, 2011. Once this code goes into effect, project construction would be required to comply with the code requirements for recycling or reusing 50 percent of construction debris. In all, the proposed project would require approximately 1,300,000 cubic yards of grading. All cut material is anticipated to be used on site, such that the net cut and fill is expected to be zero (i.e., it is not expected that spoils would be transported from the site or that fill materials would be imported to the site). Approximately 352,400 cubic yards of the project site's cut and 568,450 cubic yards of the project site's fill are anticipated for use in roadway construction. Retaining walls, with heights ranging from one foot to 30 feet in height, would be installed for support in areas where roadways, building pads, or other structures would be constructed on slopes. Most retaining walls would be constructed of mechanically stabilized earth (MSE).

Following rough grading of the project site, utilities construction would commence. Utilities construction would include the placement of all utilities within the project site. Storm drains, sewer lines, water pipelines, natural gas pipelines, electric, and communication components would all be installed, as would the proposed water storage tank.

Construction of roadway improvements would be conducted following the completion of utilities construction. Activities would include street balancing, curb and gutter installation, fine grading, placement of base materials, and roadway paving.

It is anticipated that the project applicant would offer individual lots or groups of lots to the general public for sale. Depending on market demands, only portions of the project site may be made available for sale at any given time. It is anticipated that most of the homes that would be constructed on the project site would be custom, executive-style homes that may be constructed by either merchant builders or prospective homeowners.

Project features:

The project also included a number of features which were identified and made part of the project to facilitate environmental review. These include:

- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that operation of each onsite residence would exceed Title 24 standards by 10 percent or more.

- The proposed roadway network shall be designed to avoid skewed intersections to the satisfaction of the City Engineer. All intersections shall be right angles. A median strip and a turnaround shall be provided at the entrance to the project for a community mail pickup structure. The roadway network shall curve throughout the site and shall be subject to elevation changes, which will also help to calm traffic. Due to the steep topography of the site and the narrow width of the project roadways, no sidewalks or designated bike lines shall be provided on the project site.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that neighborhood electric vehicles (an electric vehicle with a maximum speed of 25 mph) shall be allowed on all project roadways.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that each home includes an electric vehicle (EV) hookup and has space to recharge small equipment.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that roofs on all non-accessory buildings are designed to comply with "cool roof" standards. Heat reflective materials shall be applied under roof shingles. Material colors for concrete shingles shall be part of the architectural guidelines for the HOA.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that all appliances installed by the developer are Energy Star rated appliances.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing shading mechanisms are installed on windows, porches, patios and walkway overhangs where appropriate to maximize shade in the summer and maximize solar access to walls and windows in the winter.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that energy-reducing programmable thermostats, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings shall be installed in all homes.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that skylights will be installed in homes wherever feasible, provided the privacy of residents is adequately maintained.
- The project applicant shall demonstrate to the satisfaction of the Community Development Director that approximately 30 percent of homes developed on the project site shall be oriented to face north or south.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that insulation will be installed in exterior walls and ceilings, consistent with the 2008 California Building Energy Efficiency Standards (or later editions as applicable) for residential and non-residential buildings.
- The architectural guidelines for the homeowner's association (HOA) shall identify a requirement for exterior electrical outlets and a location for recharging the electrical equipment necessary for maintenance of homeowner's association (HOA) landscaping.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions shall identify that every residence is supplied with a bin for trash, a bin for recyclables, and a bin for green waste.
- The homeowner's association (HOA) Covenants, Conditions and Restrictions (CC&Rs) shall require that all landscaping on the project site comply with the City's Water Efficient Landscape Ordinance. Compliance shall be required for all residential lots and public spaces, even if a particular lot does not meet the minimum of 2,500 square feet of landscaped space. The HOA CC&Rs shall include guidelines to encourage homeowners to orient homes to take advantage of natural heating and cooling elements. The guidelines shall allow gardens that are properly maintained or screened to prevent pests.
- All residential property owners shall demonstrate to the satisfaction of the Community Development Director that only low water use appliances, such as Energy Star appliances and power flush toilets, are installed.
- The construction contractor shall demonstrate to the satisfaction of the Community Development Director that the construction fleet meets or exceeds then current ARB standards.
- The construction contractor shall demonstrate to the satisfaction of the Community Development Director that electric or natural gas-powered construction equipment shall be used in lieu of gasoline or diesel-powered engines, where feasible.

- The construction contractor shall demonstrate that locally-made building materials shall be used for project construction and associated infrastructure when appropriate materials are available and economically feasible.
- The construction contractor shall demonstrate that the proposed project complies with the Tier 2 provisions of the California Green Building Code requiring recycling/reuse of construction and demolition debris.
- The construction contractor shall demonstrate that building materials shall be resource efficient, recycled, have long life cycles and manufactured in an environmentally friendly way, to the extent feasible.

ANALYSIS

As submitted, Tentative Tract Map 70583 (TTM) relies upon the approval of numerous amendments to the San Dimas General Plan and Specific Plan No. 25 (SP 25). Any direction on TTM must be consistent with actions taken regarding those concurrently processed applications. Some adaptation may be needed as a result.

There are a number of unresolved issues although some may come into clearer focus based on the above referenced concurrent decisions which will be acted upon first.

Number of lots/density:

The TTM requests approval of 61 single family residential lots at a density of 0.225 dwelling units per acre. In the GPA and SP 25 Staff is recommending a lesser amount (54 lots at 0.2 dwelling units per acre). The reasons for this difference are spelled out in the comments in the GPA Staff Report. Some additional background seems appropriate.

Pursuant to the existing SP 25 the maximum permissible number of units is as follows:

Affected Property	Maximum Allowable Units	Comments
Original 200 NJD acres	21	Based on 1999 SP 25
Original 200 NJD acres	17	Increase set forth in 2004 Settlement Agreement
Lark Ellen 29 acres subsequently acquired by NJD	3	Based on 1999 SP 25
McHenry northerly 40 acres under contract with NJD[1]	5	Based on 1999 SP 25
TOTAL	46	Based on 1999 SP 25 plus Settlement Agreement

1. NJD also has the southerly 40 acres of McHenry under contract but it is not part of the project. Its density is 4 units

There have been several designs discussed over the last several years and the property configuration has also changed. In NJD's view a design for approximately 55 lots which included the lower McHenry property and approximated the settlement agreement design (forgetting the Cataract access from the latter). In response to concerns about seven or eight high visibility lots on the lower McHenry and the primary ridgeline, they agreed to revise the design but requested a "bonus" to 61 to offset the higher economic value of the foregone lots. While there was some support for this approach, there was no formal agreement or support given.

In preparing this TTM the lower 40 McHenry acres also was removed from that plan and it is now not part of the project. As such it must be viewed as a site available for the development of four additional lots. The base number of lots becomes 46 rather than 50.

It should be noted that the lower Lark Ellen parcel is also not part of the project and is zoned SF-A 10,000.

Number of equestrian lots:

The TTM proposes nine lots (Lots 19-22 & 49-53) for equestrian designation and intends all other lots to be precluded from equestrian use. All of the lots are permitted to have equestrian use per SP 25 and the City's horsekeeping regulations although some lots do not meet the 150 foot lot width minimum in the city adopted policy.

The Equestrian Commission has reviewed this request and while they have a preference for more equestrian designated lots, they can support the current request. Their minutes are attached to the GPA/MCTA Staff report.

Drainage/Detention Basins:

The design of the project contains six basins for water quality/debris collection/retention/detention. Five are proposed for HOA maintenance with the major basin near Cataract intended for public maintenance. This is necessary because downstream facilities are not currently adequately sized to accept run-off from such a large mostly natural drainage area especially considering new water quality regulations.

Unfortunately, the applicant did not design these basins to fully satisfy the requirements of County Flood Control/Public Works. Plans were not submitted for their review in advance as is the custom and practice of the County if they are going to accept facilities into their system for maintenance.

Staff and the County are concerned that the high cost of maintaining these facilities cannot be adequately handled by an HOA. The City is not prepared to accept them for maintenance due to the high cost and the County will not commit to accepting them if their standards are not met.

Prudence suggests going through the County review process prior to approving a TTM to address these significant cost considerations. Such a review is estimated to take six months or more. The applicant does not desire to take that time. It is likely that the design will change as a result of any review and require reconsideration of the TTM and the associated environmental analysis.

Access/Emergency Access:

Access in the Northern Foothills is not easy. The NF-PEIR anticipated use of the existing motorways and cooperation among property owners. The NF- PEIR did however identify Cataract as another option. The City of Glendora subsequently prohibited in its Circulation Element any roadways (other than limited emergency access) from crossing City boundaries. As a result this TTM proposes the northerly extension of Cataract as its primary access. This results in considerable impact to Shuler Canyon and necessitates significant retaining walls. To minimize these impacts the road width has been minimized at 26 feet but this is acceptable to the City and County Fire Department as long as parking is prohibited.

This becomes a single means of access project. After jointly considering existing and future lots off of this road, the City and County Fire determined that at least one additional emergency access was required. The proposed TTM showed four emergency access routes but none of these was sufficient due to ownership, easement or improvement issues. While there is a series of historical motorways which have been used for access none of them have ever been documented for any use. The project clearly introduces a need for additional access by placing more people and property into this restricted area. The DEIR has been prepared assuming no additional emergency access.

Within the last few weeks the Applicant has improved an emergency access with decomposed granite to a width of 20 feet within the City of Glendora. This is scheduled to be inspected by the Fire department on November 16, 2010. An update will be provided at the meeting.

There are some continuing concerns with the design of several emergency accesses where double cul-de-sacs are used. In addition, The Fire department prefers that a couple of cul-de-sac roads be widened but the City feels the designs are acceptable.

Grading:

The TTM includes a Conceptual grading Plan that shows over 1.300.000 cubic yards of grading to create pads and roads/driveways. The design includes extensive use of retaining walls upwards of 30 feet in height throughout the project. For most hillside conditions the building pads are fairly large averaging over 25,000 square feet. These can support very large highly visible houses in a relatively visible area.

Staff believes that some grading reductions are appropriate. An alternate grading plan has been discussed with the applicant but they have declined to consider it further favoring the submitted plan.. The schematic grading review by the City suggested a reduction to about 900,000 cu. yds. of grading with pads being reduced by about 10%. Staff has included specific changes to pad sizes particularly in the clustered portion of the development. These changes should still accommodate houses of the sizes the applicant has identified. These changes would also eliminate several of the double turnarounds and reduce some of the retaining walls.

Two story lots:

The TTM proposes 16 lots for future two story structures (Lots 2, 3, 4, 6, 7, 23, 25, 26, 39, 40, 41, 47, 48, 59, 60 and 61). Per the SPA a visual analysis is required and a computer visualization has been prepared. The SPA also suggests a limit of 25% of the lots meaning a maximum of 15 would be allowed. It should be noted that the Settlement Agreement stated a limited number of lots would be considered for two story designation. At that time the number 8 was discussed out of a total of 38 (less than 20%). Part of the two story discussion was to allow for some additional square footage where there were smaller pads. In reality there are few if any smaller building pads. The TTM is the time to create the two story lot designations.

Open Space/Lot designations:

Lettered Lot I, which was previously a Remainder parcel, is 83.97 acres and is designated for preservation as natural open space use. It is intended to be offered to the City or a Conservancy. The city prefers City ownership as the best approach. It is important to retain it as a lettered lot because designation as a remainder lot means it retains developments rights.

Equestrian Trails:

The TTM currently proposes two trails – one in the northeast corner on the Sycamore Canyon Road easement and the other south of Lot 21 extending to the southerly McHenry parcel.

This has been reviewed with the Equestrian Commission and there are concerned that it is not adequate given historic trail uses in the area.. As a result it is recommended that a public trail be provided within the project traversing eat to west adjacent to the private streets generally following Stoney Ridge Lane, a portion of Brasada Lane and Hidden Ridge Road.

There may be an opportunity to achieve a better trail system utilizing some off-site property in the vicinity. However, Staff does not favor off-site improvements as a TTM condition. It is possible that this can be negotiated at a later date in lieu of the on-site requirement.

CONCLUSIONS

There are a number of major concerns with the proposed TTM that warrant redesign. Among them are the total number of lots proposed, grading and pad design, and drainage basin design and their long term maintenance.

RECOMMENDATION

Staff recommends that the Planning forward to the City Council a recommendation to not approve Tentative Tract Map 70583 as submitted to allow further consideration of the certain revisions including reduction to 54 lots, revisions to grading as outlined and securing County review of drainage system design.

Staff does recommend the Planning Commission review and comment on attached Conditions of Approval.

If the Commission determines that they recommend approval of Tentative Tract Map 70583 then Staff will prepare a Resolution for December 1, 2010 for adoption.

Respectfully Submitted,

Larry Stevens
Assistant City Manager for Community Development

Attachments: Exhibit A - Conditions of Approval

EXHIBIT A

CONDITIONS OF APPROVAL

Tentative Tract Map 70583

PLANNING DIVISION - (909) 394-6250

GENERAL

1. The applicant shall agree to defend at his sole expense any action brought against the City, its agents, officers or employees because of the issuance of such approval, or in the alternative, to relinquish such approval. The applicant shall reimburse the City, its agents, officers or employees for any Court costs and attorney's fees which the City, its agents, officers or employees may be required by a court to pay as a result of such action. The City may, at its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve applicant of his obligations under this condition.

2. This approval is granted contingent upon City Council approval of General Plan Amendment 08-02 and Municipal Code Amendment 08-04.

3. The developer shall comply with all requirements of Specific Plan No. 25.

4. The project shall fully incorporate all project features identified in the Final Environmental Impact Report and no changes shall be made unless approved by the Assistant City Manager for Community Development.

5. The applicant shall submit a revised tentative tract map design for review by the Planning Commission reducing the number of residential development lots to 54.

6. The applicant shall revise the tentative tract map to increase the size of Lots 29 and 40 to a minimum of 0.50 acres.

7. The applicant shall designate on the final map that the following lots shall be allowed two story structures:

   Lots 2, 3, 4, 6, 7, 23, 25, 26, 39, 40, 41, 47, 48, 59, 60 and 61 [NOTE: if the recommended 25% standard is adopted one lot shall be removed from this list. Staff suggests Lot 47 which is the only split level pad identified for two story.]

   All other lots shall include deed restrictions prohibiting two story structures or structure exceeding twenty (20) feet in height.

8. The applicant shall designate on the final map that the following lots shall be allowed equestrian use:

   Lots19-22 & 49-53

Said lots shall comply with all City standards for horsekeeping in Specfic Plan No. 25.

All other lots shall include deed restrictions prohibiting equestrian uses.

9. The approval of this Tentative Tract Map shall be valid for 24 months. The applicant may apply for a 12-month extension based on Chapter 17.12 of the San Dimas Municipal Code. If a Development Agreement is approved granting additional time, then those time limits shall prevail.

10. The Final Map and all improvement plans for this project shall incorporate all applicable mitigations included in the Final Environmental Impact Report and Mitigation Monitoring and Reporting Program for this project.

11. The applicant shall sign an affidavit accepting all Conditions and all Standard Conditions before recordation of the final map.

12. The applicant shall comply with all City of San Dimas Business License requirements and shall provide a list of all contractors and subcontractors that are subject to business license requirements.

13. Fire Department requirements, as amended by the City of San Dimas, shall be incorporated as set forth in the attached conditions.

    NOTE: Revised Fire Department Conditions will be inserted here. They are currently appended at the end of the Conditions of Approval. There may also be an off-site

14. The developer shall be responsible for the preparation of Covenants, Conditions and Restrictions (CC&R's) establishing a Homeowner's Association and budget for the maintenance and operation of the common areas, including but not limited to, private streets, project entry gates, landscaping, open space, water quality basins, drainage systems, and retention/detention basins. The developer shall be responsible for all City Attorney costs incurred by the City. This Condition shall be completed and recorded prior to the final recordation of the map.

    - The CC&R's shall be signed and acknowledged by all parties having any record title interest in the property to be developed, and shall make the City a party thereto, and shall be enforceable by the City. The CC&R's shall be reviewed and approved by the City and recorded prior to the recordation of the Final Tract Map.
    - The CC&R's shall be in the form and content approved by the Assistant City Manager of Community Development and the City Attorney and shall include such provisions as are required by this approval and as said officials deem necessary to protect the interests of the City and its property owners.
    - The CC&R's shall provide for the effective establishment, operation, management, use, repair and maintenance of all easement areas and facilities.

- The CC&R's shall provide that the property be developed, operated, and maintained so as not to create a public nuisance.
- The CC&R's shall provide that if the property is not maintained in the condition required by the CC&R's, then the City, after making due demand and giving reasonable notice, may enter the property and perform, at the owner's sole expense, any maintenance required thereon by the CC&R's or the City's ordinances. The property shall be subject to a lien in favor of the City to secure any such expense not promptly reimbursed.
- The CC&R's shall include a declaration that shall contain language and an exhibit showing exactly what areas are to be maintained in perpetuity by the Homeowner's Association.
- The CC&Rs shall include provisions for architectural design guidelines and enforcement thereof.
- The CC&Rs shall include any provisions specified as project features and/or mitigation measures as appropriate.

15. A non-revocable deed restriction shall be recorded for all non-buildable areas. Including designated "no build" areas on the residential development lots, where applicable.

16. The developer shall install a view fence or other permanent markers defining the boundaries of the non-buildable areas.

17. Prior to recordation of final tract map, the developer shall submit architectural design guidelines, which shall include a community fencing plan, for review and approval pursuant to Section 18.542.500 et seq of Specific Plan No. 25.

LANDSCAPE

18. The developer shall submit to the Planning Division, prior to the issuance of building permits, detailed landscaping and automatic irrigation plan prepared by a State registered Landscape Architect. All landscaping and automatic irrigation shall be installed and functional prior to occupancy of the building(s), in accordance with the plans approved by the Planning Division.

19. The developer shall show all proposed transformers on the landscape plan. All transformers shall be screened with landscape treatment such as trellis work or block walls with climbing vines or City approved substitute.

20. All manufactured slopes over three (3) feet in vertical height shall be irrigated and landscaped as approved by the Planning Division.

21. Water efficient landscapes shall be implemented in all new and rehabilitated landscaping for developer-installed landscaping in single-family and multi-family projects, and in private development projects that require a grading permit, building permit or use permit, as required by Chapter 18.14 of the San Dimas Municipal Code.

ENGINEERING DIVISION – (909) 394-6250

22. Conceptual grading plan shall be revised and submitted to the Planning Commission for reconsideration. Revisions shall include the following:

    a. Revise street and pad grades and retaining wall heights, as appropriate, to be consistent with grading plan comments provided by the City Engineer. This may include the elimination of double turnarounds at one or more emergency access gates.
    b. Provide increased landform grading where opportunities are available.
    c. Increase berms and "back-cut" grading where appropriate to better screen development on certain building pads.
    d. Adjust building pad sizes in clustered areas and for lots less than one acre in size to not exceed 15,000 square feet or two thirds of the lot size, whichever is greater.
    e. Adjust building pad sizes in nonclustered areas and for lots exceeding one acre in size as deemed appropriate by the City engineer and the Director of Development Services.

23. The developer shall submit public sanitary sewer improvement plans to be reviewed and approved by the City Engineer to serve the development per specifications of the City of San Dimas and the Los Angeles County Department of Public Works Consolidated Sewer Maintenance Division. Proof of payment/clearance is required before the City will issue any sewer permit. The proposed development shall be annexed into the Los Angeles County Sanitation District. All required connection fees shall be paid to the City of San Dimas and to the County of Los Angeles Department of Public Works, Sewer Maintenance Division.

24. The developer shall extend the mainline sewer to the southerly end of Lot 20 to facilitate a future sewer connection to the property south of the project to the satisfaction of the City Engineer and Director of Public Works.

25. The developer shall provide a utility easement and 20-foot wide reciprocal access easement to the southerly end of Lot 20 (or along the private road and equestrian easement extending southerly from Stony Ridge Lane) to facilitate the property south of the project to the satisfaction of the City Engineer and the Director of Public Works.

26. The developer shall request, in writing, a flood hazard report from the City Engineer, and meet all conditions as set forth in Title 15, Chapter 15.60 of the San Dimas Municipal Code.

27. The developer shall provide drainage improvements to carry runoff of storm waters in the area proposed to be developed, and for contributory drainage from adjoining properties to the satisfaction of the City Engineer. The proposed drainage improvements including the debris/detention basins shall be based on the detailed hydrology study conforming to the current Los Angeles County methodology prepared as part of the Environmental Impact Report. The developed flows outletting into the existing downstream system(s) from this project cannot exceed the pre-existing storm flows. The developer shall secure a

letter of drainage acceptance from all of the downstream property owners as the project creates additional year-round flows that will change the character of water flows and resulting associated erosion. The letter of approval shall meet the Los Angeles Flood Control District's requirements.

Public storm drain improvements shall be installed in the private street and connected to the existing County drainage facilities in Amelia Avenue in the City of Glendora. The developer shall make good faith effort to negotiate with the downstream property owner for all required downstream storm drain improvements. Easements over all public storm drains shall be dedicated to the City of San Dimas for storm drain maintenance purposes and ingress and egress purposes. The storm drain and debris/detention basin improvement plans shall be approved by the City Engineer and the Flood Control District prior to the recordation of the final tract map, and shall be transferred to the Los Angeles County Flood Control District for maintenance. The developer shall pay the City all of the current transfer and processing fees of the MTD system to the County.

The developer shall secure the non-jurisdictional or de-certification of the designated "blue line stream" across the developments as necessary to allow for the encroachment of the detection basins, streets, and proposed grading from Fish and Games, Regional Water Quality Board and/or U.S. Army Corps of Engineers prior to issuance of any grading permit.

Those proposed debris/detention basins required by the State Division of Dam Safety shall be reviewed for compliance and maintenance requirements prior to issuance of any permits and/or City approvals.

All required debris and detention basins not maintained by any governmental; agencies shall be maintained by the HOA. The CC&R's shall include provisions of maintenance plans with an action plan with sufficient dedicated maintenance funds approved by the City for major storm clean-up and debris removal to the satisfaction of the City Engineer and the Director of Public Works.

28. To guarantee the maintenance of all on-site/off-site storm drains, debris basin (event capacity 96,600 cubic feet) improvements, to protect the City in case the developer is in default of the subdivision agreement, and to provide sufficient funds for on-going maintenance of all on-site/off-site storm drain, detention basin facilities that are not accepted by the Los Angeles County Flood Control District, the developer shall post with the City a cash deposit in the amount of $1,000,000 (One Million Dollars) in an escrow account. Further, the City shall hold the Deposit for a one-year period following acceptance of all storm drain, detention basin improvements by the City Engineer and Director of Public Works. The Deposit shall be released at such time as the Los Angeles County Flood Control accepts the maintenance of all on-site/off-site storm drain improvements, including the detention basin improvements and all in-street storm drain facilities. If the Los Angeles County Flood Control District does not assume maintenance of the facilities as described within one year of their completion and acceptance by the City Engineer and Director of Public Works, the Deposit will be called and enforced by the City and utilized by the City for ongoing maintenance of the mentioned drainage facilities.

29. To guarantee the maintenance of the three on-site debris and/or detention basins (with event capacity ranging from 30,240 to 64,800 cubic feet) improvements, to protect the City in case the developer is in default of the subdivision agreement and to provide sufficient funds for ongoing maintenance of all the on-site debris and/or detention basin that are to be maintained by the Homeowner's Association, the developer shall post in an escrow account a cash deposit in the amount of $1,000,000 (One Million Dollars). The deposit shall be held for one year period following acceptance of the storm drain, debris and detention basin improvements the City Engineer ad the Director of Public Works. The deposit shall be released at such time when the Homeowners' Association has equal amount of funds for the maintenance of the said facilities. If the HOA does not have enough funds to assume maintenance of the facilities as described within [redacted] years of the completion and acceptance by the City Engineer and Director of Public Works, the funds will be called and enforced by the City and utilized for ongoing maintenance and emergency cleanup needs of the aforementioned facilities.

30. For projects which disturb soil during wet season, applicant must submit a signed certification statement declaring that contractor will comply with Minimum Best Management Practices (BMPs) required by the National Pollutant Discharge Elimination System (NPDES), and also submit a Local Storm Water Pollution Prevention Plan/Wet Weather Erosion Control Plan.

31. The developer shall provide street improvements on all streets within the limits of the development. All work adjacent to or within the public or private right-of-way must meet the requirements specified in the Standard Specification for Public Works Construction (The Greenbook) and shall be subject to review and approval of the City Engineer.

32. Private Street "A" and all other labeled streets shall be shown on the Tract Map as a private street and shall be fully improved with curbs and gutters, A.C. pavement, service vehicle turnout and guest parking spaces to the satisfaction of the City Engineer and in accordance with City Standards. Provisions for the maintenance of the private street shall be included in the CC&R's of the HOA for the development.

33. Cataract Avenue, from its existing termini to the beginning of the curb radius ±100 feet north shall be a public street and offered to be dedicated as shown on the tentative map. The street shall have right-of-way width of thirty-six feet (36') and curb-to-curb width of twenty-six feet (26').

34. Provide street improvements for Cataract Avenue from the limits of the development to Foothill Boulevard in accordance with City Standards. Improvements to include curbs and gutters, westerly curb transition, removal and replacement of slotted cross gutter at Foothill Boulevard, paving, signing and striping. All work adjacent to or within the right-of-way must meet the requirements specified in the Standard Specifications for Public Works Construction (the Greenbook) with Los Angeles County Amendments and shall be subject to review and approval of the City Engineer. Pavement design and construction to be approved by the City Engineer and the Director of Public Works.

35. All parking "bump-outs" created along the private street system shall be eliminated and parking shall be prohibited on all streets within the project. Adequate provision shall be made on-site for necessary guest parking.

36. The developer shall install asphalt concrete pavement to all proposed emergency access roads as shown on the tentative tract map to the satisfaction of the City Engineer.

37. The developer shall conduct a traffic signal warrant study for the intersection of Foothill Boulevard and Cataract Avenue. In particular, the signal warrant shall include and focus on peak hour and sight visibility consideration for eastbound traffic on Foothill Boulevard.

38. Curb radii shall be twenty-five (25) feet for local street intersection and thirty-five (35) feet for intersections with major or secondary highways.

39. The developer shall offer to dedicate all street right-of-way as shown on the Tentative Map.

40. The developer shall provide decorative mailboxes per City of San Dimas standards. The developer shall obtain approval from the Postmaster General for the group mailbox drop-off/pick-up area prior to the issuance of C of O's.

41. The developer shall submit water plans to be reviewed and approved by Golden State Water Company, the City Engineer and the Los Angeles County Fire Department.

42. Provide utility sewer, drainage, and reciprocal access easements for the development to the satisfaction of the City Attorney, City Engineer, and the Director of Public Works.

43. The Developer shall be responsible for any repairs within the limits of the development, including streets and paving, curbs and gutters, sidewalks, and street lights, or the installation of same where not existing, as determined by the City Engineer and the Director of Public Works.

44. The developer shall underground all new utilities and shall underground all existing overhead utilities to the closest power pole off-site. The developer shall coordinate the installation of underground cable TV lines with the City approved cable television company.

45. All site, grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency prior to issuance of any permits (such as grading, tree removal, encroachment, building, etc.) or prior to final map approval.

46. A Final Tract Map prepared by or under the direction of a Registered Civil Engineer or Licensed Land Surveyor must be processed through the City Engineer prior to being filed with the County Recorder. The Final Tract Map shall be recorded prior to issuance of any grading or building permits.

47. All easements existing at the time of the Final Tract Map approval must be accounted for on the approved tentative tract map. This includes the location, owner, purpose, and recording reference for all existing easements. If an easement is blanket in nature or indeterminate in nature, a statement to that effect must be shown on the tentative map in lieu of its location.

48. For projects one (1) acre or greater, project must be covered under a General Construction Activity Stormwater Permit (GCASP). Developer must submit a Notice of Intent and Waste Discharger's Identification (WDID) number as evidence of having applied for a GCASP before the City will issue a grading permit.

49. For all projects subject to Standard Urban Stormwater Mitigation Plan (SUSMP) regulations, applicant must submit a site-specific drainage concept and stormwater quality plan to mitigate post-development stormwater. A fully executed "Maintenance Covenant for SUSMP Requirements" shall be recorded with the L.A. County Registrar/Recorder and submitted to the City prior to the issuance of Certificate of Occupancy.

50. Construction plans for any activity in the area of Metropolitan Water District's pipelines or facilities, shall be submitted to MWD for review and written approval prior to the issuance of grading permits. The Final Tract Map and Construction plans shall clearly identify all of the existing MWD's facilities and rights-of-way.

51. Adequate line-of-sight shall be maintained at all driveways to the satisfaction of the City Traffic Engineer and City Engineer.

52. The applicant shall obtain written permission from the adjacent property owners allowing the proposed grading and/or construction of any temporary or permanent facilities within the abutting property. The maintenance mechanism for those improvements shall be identified. If prior to grading permits or written permission cannot be obtained, the grading shall be modified such that no off-site grading occurs.

53. All infrastructure necessary to serve the proposed development for each construction phase, (water, sewer, storm drain, and streets) shall be in operation prior to the issuance of Certificates of Occupancy for the applicable construction phase.

54. Improvement plans and necessary letters of credit, cash and/or bonds to secure the construction of all streets, storm drains, detention basins, water, sewer, grading, traffic signals and landscaping shall be submitted and approved by the City Engineer and Director of Public Works prior to the recordation of the Final Tract Map.

55. Easements for Private Driveways and Fire Lanes, equestrian trails, and all utilities, including water, sewer, storm drains, and retention basins shall be provided on the Final Tract Map to the satisfaction of the City Engineer, City Attorney, and the Director of Development Services.

56. The applicant shall provide all-weather vehicular access to all public and private

facilities including all sewer manholes, storm drain manholes, drainage inlets, and drainage outlets.

57. All of the water quality basins shall be fully improved per applicable storm water quality standards and practices to the satisfaction of the City Engineer and the Director of Public Works. Provisions for the maintenance of the private water quality basins shall be included in the CC&R's of the HOA development.

58. The applicant shall designate on the Final Tract Map the open space areas of the development as "Restricted Use Areas for Natural Open Space Purposes" to the satisfaction of the City Engineer and the Director of Development Services.

59. Lot I consisting of 83. 97 acres shall not be designated as a Remainder parcel. Lot I shall be offered for dedication to the City of San Dimas. No portion of any area required to be maintained through a Fuel Modification Plan shall extend into Lot I.

60. The boundaries of the Tentative Tract Map shall be modified to include 40 acres, now designated "Not A Part", unless adequate documentation to the satisfaction of the City Engineer is submitted to demonstrate it is a separate legal parcel from the contiguously owned property to the north.

61. The type and color of material for all proposed retaining walls shall be reviewed and approved by the Director of Development Services prior to the issuance of grading permits.

62. A public Equestrian Trail(s) shall be provided through as follows:

    a. As shown on the Tentative Tract Map extending along Stoney Ridge Lane from the emergency access turnaround to the south property line.
    b. As shown on the Tentative Tract Map along Sycamore Canyon Road in the northeasterly corner of the property.
    c. Per an exhibit to be attached to these conditions extending southerly from Lot 20 to the south property line and along Stoney Ridge Lane easterly to the trail identified in (a) above.
    d. Per an exhibit to be attached to these conditions extending along the existing fire road (Wildwood Motorway) from the east property line, thence along the driveway serving Lots 26 & 27 to the Brasada Lane cul-de-sac, thence along Brasada Lane to the connecting road between Brasad Lane and Chimney ridge Lane, thence along said connecting road to Chimney Ridge Lane, thence following Chimney ridge Lane to Hidden Ridge Lane and extending to Ferguson Motorway.

All such trails shall be available for public use, shall be improved to meet City of San Dimas standards, and shall be dedicated to the City for maintenance upon satisfactory completion.

In lieu thereof on-site equestrian trails may be replaced by adjacent off-site trails subject to the review and approval of said alternate trail system by the Equestrian and Planning Commissions if they find and determine that the alternate system provides equivalent or similar public benefit.

63. The developer shall install street lights on the public street to meet current City standards and to the satisfaction of the City Engineer and Director of Public Works.

64. The developer shall install street lights on the private streets at all intersections, ends of the streets, and at sharp curves to the satisfaction of the City Engineer and Director of Public Works.

65. Street name signs and stop signs shall be installed at location as determined by the City Engineer and in accordance with City Standards. Street names shall be per the City's adopted approved street name list.

66. All required concrete terrace drains and downdrains shall be constructed with an earthtone color to the satisfaction of the City Engineer and the Director of Development Services.

67. The developer shall maintain vehicular and pedestrian access to all adjacent existing residences at all times.

68. Obtain all required permits from US Army Corps, Fish & Game, Regional Water Quality Board.

PARKS & RECREATION – (909-394-6230)

69. The developer shall provide street trees throughout the development. The species, container size and location shall be designated by the City, as approved by the City Arborist.

70. The developer shall comply with City regulations regarding property park development impact fee. Fees shall be paid prior to issuance of building permits.

71. The developer shall comply with Chapter 17.36 of the San Dimas Municipal Code regarding Park Land Dedication (Quimby Act). The City may require fees in lieu of land or a combination thereof based on the market value of the land to be dedicated. Fees shall be paid prior to recordation.

Fire Department Conditions

SUBDIVISION, WATER AND ACCESS REQUIREMENTS

ADDITIONAL PAGE

SUBDIVISION NO.

PAGE NO. 1

1 Single family detached homes shall require a minimum fire flow of 1,250 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. When there are five or more units taking access on a single driveway, the minimum fire flow shall be increased to 1,500 gallons per minute at 20 pounds per square inch residual pressure for a two-hour duration. Homes which are in excess of 5,000 square feet shall provide fire flows as determined by Los Angeles County Fire Department, Regulation #8 , Table 1. Fire hydrant spacing shall be 600 feet and shall meet the following requirements:
* No portion of lot frontage shall be more than 450 feet via vehicular access from a public fire hydrant for lots less than one acre.
* Lots which are larger than one acre shall have no portion of a structure, placed on a lot where it exceeds 750 feet via vehicular access from a properly spaced public fire hydrant.
* When cul-de-sac depth exceeds 450 feet on a residential street, hydrants shall be required at the corner and mid-block.
* Additional hydrants will be required if hydrant spacing exceeds specified distances.

2 Road profiles shall be submitted for review and comment prior to the clearance of the tentative.
Gated entries shall be provided with approved emergency opening devices in compliance with Los Angeles County Fire Department Regulation #5 and shall be applied to both sides of the proposed gated entries as shown on the tentative map.
Divided entries and gated entries shall provide for a minimum width of 20' for both ingress and egress.

3 It is the recommendation of the Fire Department to maintain the proposed top street connections to the easterly and westerly property boundaries for secondary access.
The tentative map indicates as easement listed as C-12, provide additional clarification on its use and if it is above or below.
The proposed water tank locations shall be provided with 15' of paved access and a turnaround area at the tank location

4 The proposed Chimney Ridge shall be increased to 24' in width and provide an approved Fire Department turnaround in accordance with all applicable codes.
Hidden Ridge Lane shall be increased in width to provide a minimum access width of 24'.

5 Lot 48 shall provide a Fire Department turnaround onto the tentative map in compliance with all applicable codes.
A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in length and at the end of all cul-de sacs. Cul-de-sac designs shall provide a minimum turning radius of 32' while the cross gradient shall not exceed 3%.

6 Clearly indicate the on-site access for Lot 47. On-site access shall be a minimum width of 20'.
Lots which provide two buildable pads at separate elevations shall provide for 20' of all weather access for emergency purposes.

☒ **FIRE DEPARTMENT HOLD** on the tentative map shall remain until verification from the Los Angeles County Fire Dept. Planning Section is received, stating adequacy of service. Contact (323) 881-2404.

☒ Access shall comply with Section 503 of the Fire Code, which requires all weather access. All weather access may require paving.

☒ Fire Department Access shall be extended to within 150 foot distance of any exterior portion of all structures.

☒ 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 there integrity for Fire Department use. Where topography dictates, turnarounds shall be provided for driveways that extend over 150 feet in length.

☒ Private driveways shall be indicated on the final map as "Private Driveway and Firelane" 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.

☒ 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.

☒ This property is located within the area described by the Fire Department as "Very High Fire Hazard Severity Zone" (formerly Fire Zone 4). A "Fuel Modification Plan" shall be submitted and approved prior to final map clearance.(Contact Fuel Modification Unit, Fire Station #32, 605 North Angeleno Avenue, Azusa, CA 91702-2904, Phone (626) 969-5205, for details).

☒ Provide Fire Department or City approved street signs and building access numbers prior to occupancy.

☐ Additional fire protection systems shall be installed in lieu of suitable access and/or fire protection water.

☐ The final concept map, which has been submitted to this department for review, has fulfilled the conditions of approval recommended by this department for access only.

☐ These conditions shall be secured by a C.U.P. and/or Covenant and Agreement approved by the County of Los Angeles Fire Department prior to final map clearance.

☐ The Fire Department, Land Development Unit has no additional requirements for this division of land at this time. Additional Fire Department requirements will be required when this land is further subdivided and/or during the building permit process.

Comments: THIS PROJECT AS SUBMITTED IS NOT CLEARED FOR PUBLIC HEARING.
ACCESS NOT APPROVED.
REFER TO ATTACHED ADDITIONAL SHEET, INDICATE COMPLIANCE ON THE TENTATIVE MAP, AND RESUBMIT FOR REVIEW/APPROVAL.

WATER SYSTEM REQUIREMENTS – INCORPORATED

Subdivision No: Tract 70583 Map Date 07-07-2010

Revised _____ City San Dimas

☐ Provide water mains, fire hydrants and fire flows as required by the County of Los Angeles Fire Department, for all land shown on map which shall be recorded.

☐ The required fire flow for public fire hydrants at this location is ____ gallons per minute at 20 psi for a duration of __ hours, over and above maximum daily domestic demand. __ Hydrant(s) flowing simultaneously may be used to achieve the required fire flow.

☐ The required fire flow for private on-site hydrants is ____ gallons per minute at 20 psi. Each private on-site hydrant must be capable of flowing ____ gallons per minute at 20 psi with two hydrants flowing simultaneously, one of which must be the furthest from the

☐ Fire hydrant requirements are as follows:

Install ____ public fire hydrant(s). Upgrade / Verify ____ existing Public fire hydrant(s).
Install ____ private on-site fire hydrant(s).

☐ All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal. on-site hydrants shall be installed a minimum of 25' feet from a structure or protected by a two (2) hour rated firewall.

☐ Location: As per map on file with the office.
☐ Other location: ____

☐ All required fire hydrants shall be installed, tested and accepted or bonded for prior to Final Map approval. Vehicular access be provided and maintained serviceable throughout construction.

☐ The County of Los Angeles Fire Department is not setting requirements for water mains, fire hydrants and fire flows as a condition of approval for this division of land as presently zoned and/or submitted.

☐ Additional water system requirements will be required when this land is further subdivided and/or during the building permit process.

☐ Hydrants and fire flows are adequate to meet current Fire Department requirements.

☐ Fire hydrant upgrade is not necessary, if existing hydrant(s) meet(s) fire flow requirements.
Submit original water availability form to our office.

SUBMIT COMPLETED (ORIGINAL ONLY) FIRE FLOW AVAILABILITY FORM TO THIS OFFICE FOR REVIEW.

COMMENTS: **WATER SYSTEM REQUIREMENTS TO BE DETERMINED UPON APPROVED ACCESS.**

All hydrants shall be installed in conformance with Title 20, County of Los Angeles Government Code and County of Los Angeles Fire Code, or appropriate City regul This shall include minimum six-inch diameter mains. Arrangements to meet these requirements must be made with the water purveyor serving the area.

By Inspector Charles Soto Date 07-07-2010

Land Development Unit – Fire Prevention Division – (323) 890-4243, Fax (323) 890-9783

NOTE: Fire Department conditions to be updated and inserted with Condition #13.

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MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: J. Kenneth Brown, City Attorney

DATE: December 14, 2010

RE: Brasada Project
Development Agreement

At the November 23, 2010 City Council meeting, the City Council adopted Resolution No. 2010-62 - A RESOLUTION OF THE CITY OF SAN DIMAS PROVIDING FOR THE APPROVAL OF DEVELOPMENT AGREEMENTS. A proposed Development Agreement (the "Agreement") has been negotiated with the Developer and its representatives and a draft was presented to and approved by the Planning Commission when this Project was considered.

Since the Planning Commission action we have continued our discussions and at this time, the attached Agreement is that which we are recommending to the City Council for approval. Because there are still some issues about which the Developer has questions and points on which there has not been total agreement, we also attach a redline copy of the Developer's proposed Agreement. Some of the Developer's suggested changes have been incorporated into our Agreement. We expect that continued discussions will resolve some of the open issues. However there are some that will require the direction of the Council.

One of the issues upon which there has not been agreement is the Developer's requested indemnification in the event that the City does not approve the proposed 61 lots but instead proceeds with the approval of the alternative of 54 lots and reduced grading. See Section 7.23.6 of Developer's Agreement. That reduced grading eliminates certain fire department turnarounds and, in the opinion of the Developer's consultants, creates a less desirable fire safety situation and results in reduced fire protection standards. It is the Developer's position that if the City insists upon what they determine to be a Project with reduced fire protection standards, the City should indemnify the property owners from any claims for damages to property and life that might arise out of or in connection with this city imposed requirement. We could not recommend that the City Council approve any form of indemnification in that instance.

Section 4.6 and 4.7 of the Agreement address the requirements for equestrian trails and the transfer of the 84 acre parcel for open space. There are detailed provisions for the granting of the required license and other agreements. In Section 6.2 of the developer's Agreement there is the provision that if, after the properties have been conveyed to the city, the city defaults in any of its obligations under the

Agreement, the properties revert to the developer. We do not recommend that the City Council approve this provision.

As to the equestrian trails, there locations and improvements, we are continuing our discussions with the Developer and with staff and expect to identify the trails in question and attach a map to the final exhibit.

As a general observation, it must be remembered that the Agreement is a contract between the City and the Developer and provides that the Developer can proceed with the Project. Until then the property will remain in its present condition.

Since we are continuing our discussions on some of the specifics of the Agreement, there may be additional comments to the attached document. If there are, we will review them with you at the City Council meeting.

The Government Code provides that a Development Agreement must be approved by Ordinance. Attached to this report is Ordinance No. 1202.

Recommendation

We recommend that the City Council approve the Development Agreement, authorize us to continue our discussions with the Developer regarding minor changes to it and waive further reading and introduce Ordinance 1202:

ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 61 SINGLE FAMILY RESIDENTIAL LOTS IN THE NORTHERN FOOTHILLS OF SPECIFIC PLAN NO. 25.

ORDINANCE NO. 1202

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN DIMAS APPROVING A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 61 SINGLE-FAMILY RESIDENTIAL LOTS IN THE NORTHERN FOOTHILLS OF SPECIFIC PLAN NO. 25

THE CITY COUNCIL OF THE CITY OF SAN DIMAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Approval of a Development Agreement as set forth in attached Exhibit A.

SECTION 2. This Ordinance shall take effect 30 days after its final passage, and within 15 days after its passage the City Clerk shall cause it to be published in the Inland Valley Daily Bulletin, a newspaper of general circulation in the City of San Dimas hereby designated for that purpose.

PASSED, APPROVED AND ADOPTED THIS xx DAY OF xx, 20XX.

_____
Curt Morris, Mayor of the City of San Dimas

_____
Ina Rios, City Clerk

I, INA RIOS, CITY CLERK of the City of San Dimas, do hereby certify that Ordinance No. __ was regularly introduced at the regular meeting of the City Council on ____, and was thereafter adopted and passed at the regular meeting of the City Council held on _____,20XX by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

I DO FURTHER CERTIFY that within 15 days of the date of its passage, I caused a copy of Ordinance XXXX to be published in the Inland Valley Daily Bulletin.

_____
Ina Rios, City Clerk

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of _____, 2010, by and between the CITY OF SAN DIMAS, a general law city and municipal corporation ("City"), and NJD, LTD., a Texas limited partnership ("Developer") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

(a) Developer is the owner of certain real property which is located in the City, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and is shown on the location map attached hereto as Exhibit B (hereafter "Property"); and

(b) Developer has contractual rights to acquire approximately 76.7 acres of property in the City adjacent to the Property, commonly known as Assessor's Parcel Numbers ("APN") 8665-001-004 and 8165-001-005, which property is depicted on Exhibit B-1 and more particularly described in Exhibit B-2 attached hereto and incorporated herein by reference (the "Additional Property"). Developer's rights to acquire the Additional Property are established by that certain Option Agreement and Right of First Refusal, as amended ("Option Agreement"), as evidenced by that recorded Amendment to Memorandum of Option Agreement and Right of First Refusal recorded as Instrument No. 2008-1872650 in Los Angeles County, California. County Official Records on October 21, 2008. As provided by Sections 4.3 and 4.4 of that Option Agreement, Developer is entitled to seek Project-related approvals and the current fee owner is obligated to cooperate in seeking such approvals. At such time that Developer becomes fee owner of the Additional Property an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1, shall become part of the "Property" for purposes of this Agreement. The Parties agree that this is a sufficient beneficial interest for an approximately 40 acre portion of the Additional Property to be included in this Agreement.

(c) Developer desires to construct a Project (as hereinafter defined) on the Property consisting, among other improvements and amenities, of sixty-one (61) single family homes and approximately eighty-four (84) acres of open space; and

(d) Developer and City are also parties to that certain Settlement Agreement & Release dated as of December 21, 2004 (the "Settlement Agreement"), pursuant to which the current Project is being processed; and

(e) Concurrently with or prior to approval of this Agreement, City has approved and/or adopted the General Plan Amendment, the Specific Plan Amendment, the TTM, and the other Project Approvals (as all of the foregoing terms are hereinafter defined) applicable to the Project; and

(f) The Project is fully described in the FEIR (as hereinafter defined) and the Project Approvals, which are on file with the City; and

(g) Developer's TTM and other Project Approvals allowing construction of the Project have been conditionally approved concurrently herewith, and the Conditions of Approval (as hereinafter defined) applicable thereto have been accepted by the Developer as being lawfully imposed thereon; and

(h) Developer has applied to the City for approval of this Agreement pursuant to the provisions of the Development Agreement Act (as hereinafter defined), the Enabling Resolution (as hereinafter defined), and other applicable laws; and

(i) The City is authorized pursuant to the Development Agreement Act and other applicable laws to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property as therein described; and

(j) The City desires to obtain the binding agreement of the Developer for the development of the Project in accordance with the provisions of this Agreement; and

(k) Developer desires to obtain the vested right from the City to allow Developer to develop the Project in accordance with the provisions and requirements of this Agreement, the Project Approvals, the Conditions of Approval and the Applicable Rules (as hereinafter defined), including only those modifications, changes or additions to those Applicable Rules permitted or required by this Agreement; and

(l) The Planning Commission and the City Council of the City have each conducted a duly noticed public hearing to consider the approval of this Agreement pursuant to Government Code Section 65867 and each has found that the provisions of this Agreement are consistent with the City's adopted plans and policies, the General Plan (as hereinafter defined), and the Specific Plan; and

(m) An environmental review has been conducted and completed with regard to the Project and a FEIR was certified by the City Council on _____, _____, in accordance with CEQA (as hereinafter defined), including all State and local guidelines, which FEIR contemplates a development agreement and its execution by the Parties as one component of the Project; and

(n) This Agreement is in furtherance of the public health, safety and welfare of the residents of the City and the surrounding region, and will serve the public interest, convenience and necessity of the City and its residents and the surrounding region; and

(o) The City Council has specifically considered and approved the impact and benefits of the Project upon the welfare of the City and the region; and

(p) This Agreement will serve to eliminate uncertainty in planning and will provide for the orderly development of the Project in a manner consistent with the Applicable Rules and the General Plan and Specific Plan; and

(q) This Agreement will provide Developer with the assurance that it can complete the Project and that the Project will not be changed, delayed or modified after the Effective Date (as hereinafter defined) of this Agreement, except pursuant to the provisions of this Agreement; and

(r) The Project will provide substantial benefit to the City by providing, without limitation, increased tax and other revenues, the construction and dedication of public improvements, the offer for dedication to permanent public open space of approximately eighty-four (84) acres, the provision for dedication and improvement of equestrian trails connecting Horse Thief Canyon Park and the Sycamore Canyon trail system, and the creation of job opportunities for residents of the City.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and the Enabling Resolution, and in consideration of the premises and mutual promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby acknowledged and affirmed by the Parties and are incorporated herein as a substantive term of this Agreement.

Section 2. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

2.1 "Applicable Rules" means, as provided in Government Code Section 65866, the rules, regulations, and official policies, including but not limited to those contained in the City's General Plan (as Amended by the Project Approvals), Municipal Code (as Amended by the Project Approvals), Specific Plan No. 25 (as amended by the Project Approvals) and Zoning Regulations (defined below), governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to development of the Property, whether adopted by the City Council or the voters in an initiative, which are in force as of the Effective Date of this Agreement. During the term of this Agreement and except as otherwise expressly provided herein, (1) the permitted uses of the Property; (2) the density or intensity of that use; (3) the maximum height and size of proposed buildings on the Property; and (4) the provisions for reservation or dedication of land for public purposes applicable to the Property shall be those provided by the "Project Approvals" (as defined below), including, without limitation, the "General Plan" (as defined below), the "Specific Plan" (as defined below), and the TTM. Applicable Rules shall also mean and include all Developer Fees (as hereinafter defined) and Processing Fees (as hereinafter defined) in effect from time to time during the term of this Agreement and there shall be no limit upon the Developer Fees and the Processing Fees payable with respect to the Project by virtue of this Agreement; provided that, as further provided in this Agreement below, so long as this

Agreement remains in effect, no new Development Fees other than those shown on Exhibit C attached hereto shall be imposed upon the Project in connection with its development. Notwithstanding anything above contained in the definition of the Applicable Rules which appears to be to the contrary, (i) this Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations and policies which do not conflict with the Project Approvals or Applicable Rules applicable to the Property as set forth herein ("New Rules"), nor prevent the City from denying or conditionally approving any subsequent development project application on the basis of such New Rules (except this shall not apply to Minor Modifications), and (ii) this Agreement shall not prevent the City from imposing reasonable conditions or restrictions on future tentative subdivision or parcel maps and/or conditional use permits where such conditions or restrictions are necessary to avoid putting the residents of the Project or the area immediately surrounding the Project in a condition which would adversely impact their health or safety, or both, based on objective and identified health and safety standards. Notwithstanding anything above to the contrary, the term "Applicable Rules" shall not limit the application to the Project of new rules, regulations, and official policies of the City governing design, improvement and construction standards and specifications (each a "Design Rule") if (i) such change is a citywide change applying uniformly throughout the City, and (ii) except for update or adoption of uniform codes pursuant to the next sentence (which shall apply to the Project in any event), such change does not impose a material adverse financial impact upon the overall Project or the development thereof as contemplated by this Agreement and the Project Approvals; provided, further, that the additional time, if any, necessary to comply with a change in a Design Rule (as opposed to the additional cost or expense of compliance) shall not, in itself, constitute a material adverse financial impact. Notwithstanding anything herein to the contrary, the Developer Parties specifically acknowledge and agree that the construction of the Project shall be subject to (i) any adoption or update of building, electrical, mechanical, fire, pool or other similar uniform codes of citywide scope which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including all applicable California Building Standards Codes (as defined below) and (ii) all City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations or ordinances). Nothing in this Agreement deprives Developer of any rights it may have under Government Code Section 66474.2(a) and nothing in this Agreement constitutes a waiver by Developer of such rights.

2.2 "California Building Standards Codes" means those building, electrical, mechanical, fire, pool and other similar regulations, which are mandated by state law and which become applicable throughout the City, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, and the California Fire Code (including those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable City-wide).

2.3 "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000, et seq.) (the "Act") and the guidelines promulgated by the Governor's Office of Planning and Research in accordance with said Act (the "Guidelines"), as they now exist or may hereafter be amended.

2.4 "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals as of the date hereof, as they may be amended or modified by the City upon NJD'S application prior to recording of the Final Map in order to comply with the requirements of other approving agencies (e.g., without limit, USFWS, CDFG, Division of Dam Safety) including all requirements of any applicable Mitigation Monitoring Program, and any additional conditions of approval hereafter imposed on the Project consistent with Section 5.1.2 below.

2.5 "Developer Fees" mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, *et seq.*, of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees. The Developer Fees in effect as of the Effective Date of this Agreement are listed on Exhibit C, which is incorporated into this Agreement by this reference. The Developer Fees listed on Exhibit C are the only Developer Fees that the City may impose or levy on the Project and no new Developer Fees first adopted by the City after the Effective Date of this Agreement shall be applicable to the Project during the Term of this Agreement; provided, that nothing herein shall be construed or applied to limit any increases in the Developer Fees and the Project shall be subject to any properly adopted increase in those existing Developer Fees after the date of this Agreement. **[SUBJECT TO CITY COUNCIL CONFIRMATION]**

2.6 "Development Agreement" or "Agreement" means this Agreement.

2.7 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

2.8 "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

2.9 "Effective Date" shall mean the date this Agreement, fully executed, is recorded in the Office of the Recorder of Los Angeles County.

2.10 "Enabling Resolution" means Resolution No. _____ adopted by the City Council on _____, _____ (Exhibit D hereto).

2.11 "FEIR" shall mean that certain Final Environmental Impact Report (FEIR) (SCH#2010051020) which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA. "Mitigation Monitoring Program" shall mean the mitigation measures imposed upon the Project pursuant to the FEIR and the Conditions of Approval.

2.12 "General Plan" means that certain General Plan 99-1, as amended.

2.13 "General Plan Amendment" means that certain General Plan Amendment to General Plan 99-1, approved by the City Council by Resolution No. __.

2.14 "Ministerial Permit(s)" or "Ministerial Approval(s)" mean a permit or approval including, but not limited to, building permits, grading permits, zone clearances and certificates of occupancy, which require the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

2.15 "Mortgagee" means a mortgagee of a mortgage or a beneficiary under a deed of trust encumbering all or a portion of the Property.

2.16 "Phase" shall mean any discrete portion or part of the Project developed by the Developer or any successor in interest thereto.

2.17 "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

2.18 "Project" means the project as described in the General Plan Amendment, the Specific Plan Amendment, the TTM and the other Project Approvals.

2.19 "Project Approvals" shall mean, collectively, the Specific Plan Amendment, the General Plan Amendment, the TTM, this Agreement and any other plans, maps, permits and entitlements of every kind and nature specifically applicable to the Project, and shall also include any subsequent project specific approvals obtained by the Developer. To the extent that any of the Project Approvals are amended, from time to time, "Project Approvals" shall include, if Developer and City agree in writing, such matters as so amended. If this Agreement is required by law to be amended in order for "Project Approvals" to include any such amendments, then "Project Approvals" shall not include such amendments unless and until this Agreement is so amended.

2.20 "Property" means the real property described on Exhibit A and shown on the Location Map attached as Exhibit B. Upon Developer obtaining fee title to the Additional Property, an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1 and described on Exhibit B-2, shall be deemed part of the "Property" for the purpose of this Agreement.

2.21 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date with respect to development or use of the Project that may be in conflict with the Applicable Rules, but are: (1) necessary to prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety based on objective and identified health and safety standards; (2) necessary to implement California

Building Standards Codes; (3) necessary to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) Design Rule changes described in Section 2.1 above; (5) agreed to or consented to by Developer; (6) are City-wide fees or charges of general applicability other than new Developer Fees which are inapplicable to the Project in accordance with the provisions of this Agreement; or (7) are City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations, or ordinances).

2.22 "Specific Plan" means Specific Plan No. 25, as amended, as approved by the City prior to or concurrent with this Agreement pursuant to Resolution No. __.

2.23 "Specific Plan Amendment" means _____.

2.24 "Term" means the term of this Agreement, which shall commence on the Effective Date of this Agreement and shall terminate fourteen (14) years from and after the Effective Date of this Agreement **[SUBJECT TO CITY COUNCIL CONFIRMATION]** unless modified or extended as set forth in this Agreement or by mutual written consent of the Parties hereto. If any party other than Developer initiates litigation that challenges the Project or the Existing Project Approvals, then Developer will have the right to toll commencement of the Term. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Project Approvals or (2) the litigation is dismissed with prejudice by all parties; whichever occurs first; provided that any tolling shall not exceed twenty-four (24) months unless the City consents thereto.

2.25 "TTM" means that certain Tentative Tract Map No. 70583, as submitted on August 28, 2010, for the subdivision of the Property and a portion of the Additional Property into 61 residential lots, lettered common area lots, and related improvements, approved by the City Council pursuant to Resolution No. _____.

2.26 "Zoning Regulations" shall mean the official zoning regulations of the City.

Section 3. Recitals of Premises, Purpose and Intent.

3.1 State Enabling Statute. 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 adopted the Development Agreement Act which authorized any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to

comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

3.2 Intentionally Omitted

3.3 Property Ownership. The Developer is the owner of the Property and has a legal and equitable interest in the Additional Property and thus is qualified to enter into and be a party to this Agreement. Upon becoming fee title owner of the Additional Property, an approximately 40 acre portion of such property generally depicted on Exhibit B-1 shall be deemed part of the Property. The remainder of the Additional Property shall not be governed by or encumbered by this Agreement or the Project Approvals. After approval of the TTM, the parties shall execute such documents as necessary to cause this Agreement to be removed from record title to the remainder of the Additional Property.

3.4 Development of the Property. It is the Parties' understanding that Developer's intends to develop the Property as described in the Project Approvals. The Parties hereby agree that, for the Term of this Agreement, the Developer shall have a vested right to develop the Property and the Project in accordance with, and to the extent of, the Project Approvals, the Applicable Rules, the Conditions of Approval and this Agreement.

3.5 Public Objectives. In accordance with the legislative findings set forth in Section 65864 of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the Applicable Rules and the Project Approvals in a manner which is consistent with the surrounding community. Moreover, this Agreement will eliminate uncertainty in planning for and will secure orderly development of the Project, assure installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

Section 4. Project Development.

4.1 Project Development; Entitlement to Develop. Developer may develop the Property or any portion thereof with a development of lesser height or density than that currently approved, provided that such development otherwise complies with the Applicable Rules, the Project Approvals, the Conditions of Approval and this Agreement.

The City has determined that the Project is consistent with the General Plan (as amended) and the Specific Plan (as amended). Notwithstanding anything herein to the contrary, including anything contained in Section 4.2 below, as a condition to the continued effectiveness of this Agreement, (i) Developer shall have recorded a final subdivision map with respect to at

least forty-four percent (44%) of the residential lots contained in the Project (and shall have entered into all required subdivision improvement agreements and posted all required subdivision bonds in connection therewith) prior to the tenth anniversary of the Effective Date of this Agreement ("First Phase Map Condition Precedent") **[SUBJECT TO CITY COUNCIL CONFIRMATION]**, and (ii) prior to the twelfth anniversary of the Effective Date **[SUBJECT TO CITY COUNCIL CONFIRMATION]**, Developer shall substantially complete all subdivision improvements that are required to be constructed as a result of that map recordation, including the backbone road (identified as Brasada Drive on the TTM), equestrian trails (except that, with the approval of the City Manager, or his designee, trails on non-backbone roads may be completed to a less finished form as agreed to by the City), backbone infrastructure and other like public improvements ("First Phase Improvement Condition Precedent"). At the time of completing those first phase improvements, Developer shall also complete the dedication and improvement of the equestrian trails described in Section 4.6 below if that dedication and improvement has not previously occurred. If Developer fails to record that map or complete those improvements by the outside dates set forth above, City may, at any time prior to completion of those actions, terminate this Agreement upon written notice to the Developer; provided that the City's only remedy for Developer's failure to timely record that map or complete those improvements by those outside dates set forth above shall be such termination and City shall not have the right to compel Developer to complete those actions by an action for specific performance.

4.2 Timing of Development and Allotment. The Project may be developed incrementally or in Phases and, except as otherwise specifically provided in this Agreement, Developer is under no obligation to commence or complete the Project in any particular timeframe or at all. The Parties acknowledge that the Developer cannot at this time predict when or the rate at which the Project would be developed and they acknowledge that the actual rate of development will depend upon numerous factors which are not all within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to 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 intent of the Developer and City to hereby cure that defect by acknowledging and providing that, except as otherwise provided by the Project Approvals, Applicable Rules or this Agreement, including Section 4.1 above, the Developer shall have the right to develop the Property in such order and at such rate and at such times as the Developer deems appropriate within the exercise of its sole and subjective business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Property with the permitted uses of land and the density and intensity of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals, the Conditions of Approval and the terms of this Agreement.

4.3 Moratorium. No City-imposed moratorium or other limitation (including, without limit, limitations relating to the rate, timing or sequencing of the development or construction of all or any part of the Property or any Phase thereof, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City

Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property or Project Approvals to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations or to the City's exercise of its Reserved Powers.

4.4 City Services. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, Conditions of Approval, Applicable Rules and any subsequent additional Discretionary Approvals, if any, sought by Developer to implement the Project under any New Rules or Design Rules, City has determined and hereby finds that it will have sufficient capacity in its infrastructure, services and utility systems, including, as applicable, traffic circulation, storm drainage, sewer collection, sewer treatment, sanitation service and water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project.

4.5 Partial Termination. Developer shall have the right to request that the City approve a partial termination of this Agreement to release a portion(s) of the Property from the Agreement's obligations and benefits ("Partial Termination"). A Partial Termination may be approved by the City if Developer demonstrates to the City's satisfaction, in its sole and independent judgment, that the portion of the Property to be released from the Agreement obligations is not needed to satisfy any of the obligations established in the Agreement. If the City makes such a determination, such released Property shall not be subject to any of the obligations created in this Agreement, and similarly, will not receive any of the benefits created in this Agreement. Notwithstanding anything in this Agreement, the obligations of Developer in this Agreement are not intended to and shall not encumber any portion of the Property that has been finally subdivided, constructed and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user as a residential lot. Upon any such sale or lease, the residential lot shall be automatically and without further need for approval by the Parties be released from the duties and obligations of the Developer under this Agreement. Despite the intention of the Parties for this paragraph to be self-executing, the City shall execute a recordable instrument sufficient to release the Developer's obligations in this Agreement from a residential lot within thirty (30) days of a written request by Developer or any person with ownership rights to such residential lot. No such owner of an individual lot shall have the right to assert any rights of Developer under this Agreement, and Developer shall remain the responsible party for purposes of exercising any of those rights.

4.6 Equestrian Trails.

4.6.1 Upon the later of (i) the approval of this Agreement and the expiration of any period for bringing a legal challenge to that approval with no challenge being filed, or, if such a challenge is timely filed, upon the resolution of that challenge in a manner that upholds the terms of this Agreement (the foregoing event is referred to herein as the "Closure of

the Challenge Period"), or (ii) the sixtieth (60th) day after Developer closes escrow for the acquisition of the Additional Property, the Developer shall provide to the City, for the benefit and use of the public, a temporary irrevocable license (subject to those terms and conditions contained in the license) for the use and maintenance of the existing service or access trails or roads through the Property and/or the Additional Property (or such portion thereof) that the City determines are appropriate for equestrian use and over which it elects to receive a temporary license. Subject to the terms of the license, including the obligation of City, or its designee, to maintain those license areas, such license shall continue until superseded by the dedication of the permanent equestrian trails serving the same area. Such license shall be in a form acceptable to both Parties; provided that agreement upon the form of that license upon the request of either Party and the prompt execution and delivery of that license upon the occurrence of the trigger date set forth above shall constitute conditions to the continued effectiveness of this Agreement, and, if those requirements are not met, either Party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party until such requirements are met.

4.6.2 In addition to the temporary license described above, concurrent with satisfaction of the First Phase Map Condition Precedent (and without limitation of the requirements of the Conditions of Approval and the Project Approvals), the Developer shall (i) offer for dedication (or convey to a third party designated by the City if the City so elects), and (ii) improve, consistent with the TTM and the Conditions of Approval, a permanent equestrian trail(s) within the Property substantially as shown on Exhibit E attached hereto. The Developer shall have no obligation to maintain these trails following improvement by the Developer, and such maintenance shall be performed by either the City or a third party designated by the City following dedication or transfer thereof as provided above; provided, however, that if the City elects to designate a third party to maintain the trails, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. The permanent equestrian trails shall meet all requirements of the Project Approvals and all Conditions of Approval applicable thereto.

4.7 Dedication or Transfer of Open Space Parcel. At such time as City shall direct following the Closure of the Challenge Period (as defined above) but in no event later than the expiration of the Term, Developer shall convey to the City for use by the public (or convey to a third party designated by the City if the City so elects) an approximately eighty-four (84) acre tract of undeveloped property as permanent public open space area (the "Open Space Parcel"). If the City elects to designate a third party to receive conveyance of the Open Space Parcel, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. If, prior to the City's request that the Developer transfer the Open Space Parcel pursuant to this Section, the Developer has delivered a notice of default to the City and the City is not contesting, in good faith, the existence of such alleged default and any actual default has not been cured, then the Developer shall not be required to complete the conveyance of the Open Space Parcel until such default is cured. Any dedication or conveyance by Developer pursuant to this Section shall be free of all monetary liens or encumbrances but shall be subject to a Section 1542 waiver and release for Developer's benefit with respect to all disclosed or unknown conditions. The City or approved third party designee shall take title subject to, and Developer shall have a right to record prior to conveyance, a deed restriction on the Open Space Parcel restricting the uses of this parcel from

development that would materially impair the successful development, marketing, sale and use of the Project. Such deed restriction shall include, without limitation, restrictions prohibiting the operation of motorized recreational or passenger vehicles, open space use restrictions, easements for the benefit of the Property for access and such other matters as the Parties may agree to. The Parties shall not unreasonably withhold, delay or condition their consent to the form of the deed restriction. Agreement upon the form of the deed restriction shall be a condition to the continued effectiveness of this Agreement and if the Parties are unable to agree upon the form of that restriction, then either Party may terminate this Agreement upon thirty (30) days written notice to the other until agreement upon the form of that restriction is achieved. The approximate location of the Open Space Parcel is shown on Exhibit B attached hereto. City shall not have any obligation to issue certificates of occupancy with respect to any improvements constructed on the Property until this condition has been satisfied or the City elects, in its sole and absolute discretion, to waive or defer that requirement; provided, however, if Developer is otherwise entitled to certificates of occupancy and City has not yet tendered its direction to Developer to offer the Open Space Parcel for dedication, then City shall have thirty (30) days from Developer's request for certificates of occupancy to do so. If a written request for dedication is not delivered to Developer within such thirty (30) day period then the condition requiring dedication prior to the issuance of those requested certificates of occupancy shall be waived; provided, however, that such Open Space Parcel's dedication obligation shall continue as otherwise provided in this Agreement and shall apply prior to the issuance of any further certificates of occupancy; provided further that if additional certificates of occupancy are sought then the previous sentence concerning the final thirty (30) day window for demanding transfer of the Open Space Parcel shall likewise apply to such certificates of occupancy. If the City has not directed Developer in writing to complete such conveyance prior to expiration of the Term, then Developer shall provide the City with written notice thereof, and if the City does not direct Developer to make such conveyance within thirty (30) days thereafter, the obligation of Developer in this Section 4.7 shall be deemed waived.

Section 5. Changes.

5.1 Nonapplication of Changes; Additional Conditions of Approval and Other Exceptions.

5.1.1 Nonapplication of Changes to Applicable Rules Without Developer Consent. The adoption of any change in the Applicable Rules, adopted or becoming effective after the Effective Date of this Agreement, shall not be applied to the Project, unless the Developer gives written notice to the City of its election to have such change in the Applicable Rules applied to the Project, which it may grant or withhold in Developer's sole and absolute discretion, or unless such change in the Applicable Rules constitutes a lawful exercise of the City's Reserved Powers or is otherwise expressly authorized by this Agreement.

5.1.2 Additional Conditions of Approval. Although no additional conditions or dedications shall be imposed by the City on the development of the Project, the Parties acknowledge and agree that, in approving any tentative subdivision maps with respect to the Property filed after the date of this Agreement, the City reserves its right to impose normal and customary dedications pursuant to the Applicable Rules for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Property. In addition,

nothing in this Section 5.1 shall preclude the City from requiring further conditional use permits, planned unit development permits, site plan reviews and other development permits and approvals with respect to the Project that are provided for by the Applicable Rules.

5.1.3 Changes in Building Codes. As set forth above in Section 2.1, notwithstanding any provision of this Agreement to the contrary, any Project improvements that are not yet issued building permits shall be subject to changes occurring from time to time resulting from the City's adoption of building regulations based on the recommendations of a multi-state professional organization and which become applicable throughout the City, including, but not limited to, the California Building Standards Codes and other similar or related uniform codes.

5.1.4 Changes Mandated by Federal or State Laws or Regulations. In the event that any Federal, State, County or multi-jurisdictional laws or regulations (collectively "Federal or State law or regulation") enacted after the Effective Date but prior to the issuance of a building permit for the applicable improvements prevents or precludes compliance with one or more of the provisions of this Agreement or the Applicable Rules, such provisions of this Agreement or the Applicable Rules shall be modified or changed as necessary to comply with such Federal or State law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Project. In the event City has discretion to do so, the City shall interpret and implement a Federal, State, County or multi-jurisdictional law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Developer's rights in the Project Approvals or under this Agreement. Where City or Developer believes that such modification or change is required, that Party shall take the following actions:

(a) Notice and Copies. The Party which believes a change or addition is required shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(b) Modification Conferences. The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation consistent with the provisions of Section 5.1.4 above. In such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer and the City derived from this Agreement to the maximum feasible extent while resolving the conflict.

(c) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in this Agreement or the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Developer, and

any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

5.1.5 Cooperation in Securing Permits. Upon Developer's request, the City shall cooperate in good faith with Developer, at no cost or expense to the City, in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project required for the development of the Project, including, without limitation, any permits or approvals required as a result of a modification pursuant to Section 5.1.4 above.

5.1.6 Changes in Processing Fees and Developer Fees. Notwithstanding anything herein to the contrary, development of the Property and construction of the Project shall be subject to payment of all applicable Processing Fees and Developer Fees which may be in effect from time to time and which are then applicable to the Project in accordance with the terms thereof; provided, that the Developer Fees listed on Exhibit C are the only categories of Developer Fees that the City may impose or levy on the Project during the Term of this Agreement, as such Developer Fees may be adjusted from time to time subject to City's compliance with any applicable laws relating to the enactment of fee increases.

5.1.7 Developer's Right to Contest New or Increased Fees, Charges or Assessments. Nothing in this Agreement shall prevent Developer from contesting, in any appropriate forum, the imposition or the amount of any Processing Fees, Developer Fees, or other fees, charges or assessments, or any increase therein. Such right of protest shall not extend to the existence or current amount of any Developer Fees identified on Exhibit C, or any Processing Fees in effect as of the Effective Date of this Agreement, and the Developer hereby agrees to cause to be paid the same pursuant to City's normal fee payment schedule without objection thereto. Notwithstanding any pending good faith contest of such new or increased fees, charges or assessments, City shall proceed with issuance of all required Ministerial Approvals with respect to the Project and shall not withhold or delay issuance of those Ministerial Approvals based upon any pending protest or appeal with respect to such fee, charges or assessments; provided any contested amount has been paid to City under protest with a reservation of rights.

5.1.8 Ministerial Permits. The City shall not require Developer to obtain any Ministerial Permits for the development of the Project in accordance with this Agreement other than those required by the Applicable Rules or by agencies unrelated to the City. Any Ministerial Permit required under the Applicable Rules shall be governed by the Applicable Rules.

5.1.9 Discretionary Approvals. Any approval involving a Discretionary Action or Discretionary Approval and required or needed after the Effective Date in order to commence or complete the approved Project, which does not materially change, modify or alter the Project, shall be governed by the Applicable Rules. Any subsequent Discretionary Action or Discretionary Approval sought by Developer in connection with a modification which materially changes, modifies or alters the Project shall be subject to all then applicable governmental rules, regulations and requirements without limitation to the Applicable Rules. Notwithstanding anything to the contrary contained herein, no subsequent Discretionary Action or Discretionary

Approval shall require further CEQA review unless the City finds, based on substantial evidence, that such further CEQA review is required in order to comply with CEQA.

5.1.10 Timely City Actions. The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a Discretionary Action or Discretionary Approval implementing the approved Project. City's obligations in this Section 5.1.10 are conditioned upon Developer satisfactorily complying with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by the City for processing applications for such Discretionary Actions or Discretionary Approvals or Ministerial Permits/Ministerial Approvals. If the City fails to timely act in the manner specified above, then upon written notice by Developer of such unreasonable delay and the identification of the specific cause(s) thereof and continuing so long as such delay continues, Developer's rights under this Agreement shall be extended on a day-for-day basis from the date of such notice until the delay has been remedied.

5.1.11 Interim Uses. City agrees that, until development of the Project, the Developer may continue the present use and operation of the Property.

5.1.12 Additional Staffing. If standard City staffing fails to result in processing of any permits or approvals as promptly as reasonably required for timely development of the Project by Developer, then the City agrees, upon request of Developer, to reasonably cooperate with Developer in hiring additional staff or consultants as City determines appropriate to process required Ministerial Permits and Approvals or Discretionary Actions and Approvals. The Developer shall reimburse the City for all direct and indirect costs of such staff or consultants, and any required training thereof, within thirty (30) days after Developer receives an invoice identifying such reimbursable expenses; provided, the Developer shall have the right to audit such costs, at its expense, upon request. The City shall not charge a surcharge for such staffing in addition to such actual direct and indirect costs, nor shall the City charge any other separate fee for such additional staffing.

5.1.13 Term of Project Approvals. As provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.22 above.

5.1.14 Minor Modifications. It is contemplated that Developer may in the future desire to change or modify the Project based on, without limitation, precise planning, precise grading, structure siting on lots, road or trail configuration, drainage patterns or drainage needs and infrastructure, changes in market demand, or other factors in a manner that will not lead to a material increase in the severity of environmental impacts or materially change the Project as approved ("Minor Modifications"). Such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Applicable Rules and shall, upon approval by City, continue to constitute the "Project Approvals" as referenced herein. The Parties agree that such Minor Modifications in Project

Approvals that do not materially alter the Project may be agreed to in writing by the City Manager and the Developer. All Minor Modifications will require approval in accordance with the Applicable Rules. The Parties agree that any such Minor Modifications shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

Section 6. Default Provisions.

6.1 Default by Developer. In the event the Developer does not perform its obligations under this Agreement ("Defaults") in a timely manner, the City shall have all rights and remedies provided herein or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of Developer under this Agreement, or modifying or terminating this Agreement, provided that (i) except for recovery of any amounts, including attorneys' fees, owed to City under the terms of any indemnities provided for herein for the benefit of the City, the City hereby knowingly, willingly and intelligently waives any right to seek monetary damages from Developer for such breach, including any monetary damages for the failure to start or complete the Project and (ii) with respect to any remedy the City has first complied with the following procedure:

(1) Notice of Default. The City shall give to Developer written notice of default identifying with specificity Developer's alleged Default(s).

(2) Period to Cure Non-Compliance. Twenty (20) days after service of the notice of default, Developer shall forthwith commence to cure the identified Default(s), and Developer shall complete the cure of such Default(s) within a reasonable period of time not to exceed sixty (60) days thereafter ("Developer Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the Developer Cure Period shall be extended for the period necessary to complete the cure so long as Developer has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice.

(3) Failure to Cure Default. If, after the Developer Cure Period (or any extension thereof) has elapsed, the City Council finds and determines that Developer remains in Default, the City Council may terminate or modify this Agreement, after compliance with the provisions of Section 65864 et seq. of the Government Code. Before ordering the termination of this Agreement, the City Clerk shall set the matter for hearing at its next most convenient meeting, and shall give not less than ten (10) days written notice of the time and place of such hearing to the Developer. The City Council shall conduct a public hearing to determine whether this Agreement should be terminated as authorized by Section 65864 et seq. of the Government Code and the provisions of this Agreement. The decision of the City Council to terminate or modify this Agreement shall be final and conclusive subject only to judicial review.

(4) Termination; City Remedies. If the City Council terminates this Agreement, after a final determination is made by City Council that the Developer is in Default and has not cured the Default within the Developer Cure Period, such termination of this Agreement shall not affect any right or duty of either party arising from entitlements or approvals, including the Projects Approvals, on the Property approved prior to the effective date

of the City Council's order of termination. Notwithstanding termination of this Agreement, City shall have the right (i) to compel Developer by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (ii) to require Developer to dedicate any property required for public improvements and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement, and (iii) so long as such termination is not due to a City default, to compel Developer by an action for specific performance to complete the dedication and improvement of the equestrian trail easements contemplated in Section 4.6 and the open space dedication or conveyance contemplated in Section 4.7.

6.2 Default by the City; Notice of Default. In the event the City does not timely accept, process, or render a decision on necessary development permits, entitlements, or other land or building approvals for use of the Property as provided in this Agreement or by the Project Approvals under the Applicable Rules, or if the City otherwise fails to perform its obligations under this Agreement in a timely fashion, Developer shall have the right to specifically enforce the City's obligations hereunder, provided that Developer shall first serve on City a written notice of default stating with specificity those obligations which it believes City has not performed. The City shall commence to cure the identified default(s) within twenty (20) days after receipt of the notice of default and shall complete the cure of any default within sixty (60) days after receipt of the notice of default ("City Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the City Cure Period shall be extended for the period necessary to complete the cure so long as City has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice. Where the City fails to cure a default within the City Cure Period, Developer may, in addition to the specific performance remedy provided for above, forthwith terminate this Agreement and all further rights and obligations of the Parties hereunder; provided such termination shall not affect or release any obligations of a Party that have accrued as of the date of such termination. The Parties agree that Developer's obligations in Sections 4.6 and 4.7 shall not be deemed to be "accrued" for the purpose of the prior sentence if the Agreement is being terminated because of the City's uncured default. As a result, if Developer exercises its rights to terminate this Agreement upon an uncured City default and if the City has not yet accepted dedication or conveyance of the property in Sections 4.6 and 4.7 prior to such termination, then Developer's termination of this Agreement shall terminate any remaining obligations or rights in Sections 4.6 or 4.7; provided, that such termination of this Agreement shall not waive or limit any Conditions of Approval or the Developer's obligation to comply therewith in connection with any further development of the Property pursuant to the Project Approvals. Notwithstanding anything to the contrary in the Applicable Rules or otherwise, as provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.24 above or the date such approval would otherwise be in effect under applicable law, whichever is later. In connection with the statement of the Developer's remedies in this Section, Developer acknowledges, and

hereby knowingly, willingly and intelligently waives any right to seek monetary damages against the City for the City's default under this Agreement.

Section 7. General Provisions.

7.1 Termination. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Project Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 7.2 below, provided that the extension of the Agreement pursuant to this sentence shall not cumulatively exceed a period of five (5) years.

7.2 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time is designated within which a Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including, without limitation, war; terrorist acts; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs, such as an annual review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs, such as the annual review); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; extraordinary unavailability of goods or materials necessary for the Project or similar bases for excused performance which are not within the reasonable control of the Party to be excused. Economic constraints, or lack of available funding or financing, shall not constitute grounds for extension under this Section 7.2. Any Party wishing to obtain an extension under this Section 7.2 shall notify the other Party of the cause for that extension within ten (10) days of the Party's actual knowledge of the force majeure event, and the period of extension shall be from the delivery of that notice until the cessation of that specified event.

7.3 Developer's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, the Developer retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that the Developer reasonably determines that continued development of the Project has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals. In the event the Developer exercises this right, it shall nonetheless be responsible for mitigation of impacts to City resulting from development that may have occurred on the Property prior to the notice of termination, on a fair share or nexus basis, and within the thirty (30) day notice period City and the Developer shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters

except for the remaining mitigation obligation in dispute. Notwithstanding anything herein to the contrary, if at any time during the term of this Agreement the Developer elects to abandon development of the portion of the Project located on the Property it owns or terminate this Agreement as provided in this Section 7.3, the Developer shall nevertheless be obligated to execute and deliver the offers of dedication and/or conveyance required under Sections 4.6 and 4.7 above with respect to the equestrian trail easements and open space dedication or conveyance described therein. The preceding sentence is not applicable in cases of a termination of this Agreement due to a City default as provided in Section 6.2 above.

7.4 Venue. Any legal action arising out of this Agreement must be filed in the Los Angeles County Superior Court.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed in the State of California.

7.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement and in accordance with all applicable laws.

7.7 Assignment. In executing this Agreement, City has relied upon the financial capabilities of Developer to construct and operate the Project. Accordingly, except for transfers to an affiliate, parent, or subsidiary entity of Developer or its partners which is controlled by Developer or such partners (which shall not require any consent from the City but which Developer shall notify City of in writing concurrent therewith), the rights and obligations of Developer under this Agreement may not be transferred or assigned in whole or in part by Developer (collectively an "Assignment") without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that any sale or lease of residential lots as provided in Section 4.5 shall not constitute an Assignment that requires City consent. City shall respond to such request in writing within ten (10) days after receipt and, in the event of any disapproval, set forth the reasons therefor. If City fails to respond within said ten (10) day period, the proposed assignment shall be deemed disapproved. The City Manager is hereby authorized to act upon any request for approval under the foregoing provision, and any approval granted by the City Manager shall constitute the action of and be binding upon the City.

7.8 Release of Transferring Owner. Upon any Assignment of the entirety of this Agreement or the rights hereunder approved by the City, the transferor shall be released of all obligations under this Agreement that relate to the Property or portion thereof being transferred to the extent arising from and after the date of the Assignment, and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the Property or portion thereof acquired by such transferee. Except as otherwise provided in Section 4.5, in connection with each transfer of any portion of the Property or portion thereof, transferor shall require the transferee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property or portion thereof being transferred. Notwithstanding anything above to the contrary (except as provided in Section 4.5), the rights and obligations under this Agreement are non-severable and

if any buyer, transferee or assignee Defaults under this Agreement, such Default shall constitute a Default by the owner of each other portion of the Property and shall entitle City to terminate this Agreement in its entirety if such Default is not timely cured. Each transferee shall be responsible for the reporting and annual review requirements relating to the portion of the property owned by such transferee.

7.9 Covenants. Until expiration of the Term, the provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property. All provisions of the Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with respect to development of the Property: (i) is for the benefit of and is a burden upon the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

7.10 Cooperation and Implementation.

(1) Processing. Upon Developer's completion of all required preliminary actions and the tender of payment (whether under protest or not) of appropriate Processing Fees, including the fee for processing this Agreement, the City shall promptly commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information required under the Applicable Rules which are necessary for the City to carry out its processing obligations. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinement and further development of the 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 shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be 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 as to require an amendment hereof. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

(2) Other Governmental Permits. Developer shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. The City shall cooperate, communicate and coordinate in good faith with Developer and any such third party agencies in connection with Developer's endeavors to obtain such permits.

(3) Legal Challenges. In the event of a legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate with one another in defending said action. If litigation is filed contesting the validity of this Agreement or the right of Developer to construct the Project in accordance with the provisions of this Agreement, the

City, as well as Developer, shall be entitled to appear and defend against the allegations made in such litigation provided that Developer shall reimburse City for all of its expenditures actually incurred in the defense of such litigation, including, but not limited to, City's reasonable attorneys' fees and shall indemnify, defend and hold City and its representatives harmless from any such claim, action or proceeding and all costs arising therefrom or any judgment obtained in such action or proceeding. In connection with the conduct of such litigation, the City, the City Attorney and Developer shall meet and confer upon the request of the other party to formulate legal strategy for the conduct of such litigation and to control its cost. Developer shall have the right to provide input on the reasonableness of strategy and methods to ensure such costs are efficiently controlled as litigation pursuant to this subsection (3) proceeds, but any final decisions with respect to strategy and staffing of the City shall be made by City.

7.11 Relationship of the Parties. The Parties acknowledge and agree that Developer is not an agent, joint venturer or partner of the City.

7.12 Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, Registered or Certified Mail, or by reputable overnight courier or by electronic transmittal addressed to the Parties as follows:

CITY: City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773
Attn: City Manager and Director
Planning & Community Development
Facsimile:

WITH A COPY TO: McKenna Long & Aldridge LLP
300 South Grand Avenue, Suite 1400
Los Angeles, CA 90071-3124
Attn: J. Kenneth Brown, Esq.
Facsimile: (213) 687-2149

DEVELOPER: NJD, LTD., a Texas limited partnership
3300 East First Avenue, Suite 510
Denver, CO 80206
Facsimile: (303) 399-3929

WITH A COPY TO: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Michael R. W. Houston, Esq.
Facsimile: (714) 546-9035

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier or (iv) upon receipt of a electronic transmittal confirmation, provided such transmittal occurs on a business day before 5:00 p.m. at the location of the Party receiving notice, otherwise such transmittal shall be deemed to occur at 9:00 a.m. the following business day., and provided such electronic transmittal is followed by a notice sent within forty-eight (48) hours thereafter by one of the methods provided above.

7.13 Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

7.14 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any applicable law which becomes effective after the Effective Date of this Agreement, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

7.15 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

7.16 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

7.17 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party

beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.18 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter expressly contained in this Agreement. The Parties specifically acknowledge that this Agreement and the Project Approvals are intended to implement and satisfy, in full, the City's responsibilities and obligations under Sections 2 and 5 of the Settlement Agreement. Upon the Closure of the Challenge Period, the NJD Release set forth in Section 6a of the Settlement Agreement shall be deemed reaffirmed and extended to any claims for compensation for any interest in real or personal property, improvements to the realty, fixtures, equipment, inventory, lost business goodwill, relocation benefits, severance damage, precondemnation damages, litigation expenses, (including attorneys' fees and costs), or any other compensation or damage resulting from any acts, omissions, events or circumstances occurring on or before the Effective Date of this Agreement. The Parties agree however that this Section, does not affect the rights of the Parties relative to the allocation of costs that may be subject to the provisions of the Settlement Agreement as provided in Sections 10 (2) and (3) of the Developer Reimbursement Agreement dated June 11, 2010.

7.19 Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

7.20 Certificate of Compliance. At any time during the term of this Agreement, any lender or Party may request the other Party to this Agreement to confirm that (i) 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) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults, and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefor.

7.21 Mortgagee Protection. This Agreement shall not prevent or limit Developer, in any manner, at its sole discretion, from encumbering the portion of the Property owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees, upon request from time to time, to meet with the Developer and the representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines, in its sole good faith judgment, that such interpretation or modification is consistent with the intent and purposes of this Agreement and does not adversely impact the City's rights or obligations hereunder. Any Mortgagee of the Property, or any portion thereof, shall be entitled to the following rights and privileges:

(1) Neither the entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property, or any portion thereof, made in good faith and for value.

(2) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default or noncompliance by the Developer in the performance of its obligations under this Agreement.

(3) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default or notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed Developer under this Agreement, or (ii) sixty (60) days from delivery of the notice to Mortgagee.

(4) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of Developer under the Agreement arising prior to acquisition of title to the Property, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Project or any component thereof, except as expressly provided in Section 7.3 above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement, including the right to terminate this Agreement. In the event any Mortgagee seeks to develop or use portion of the Property acquired by such Mortgagee, such Mortgagee shall strictly comply with all of any the terms, conditions and requirements of this Agreement and the Project Approvals applicable to the Property or such part thereof acquired by the Mortgagee.

7.22 Processing of Modification. The Developer shall reimburse the City for its actual costs incurred in connection with any modification to this Agreement initiated by Developer or its Mortgagee.

7.23 Indemnity.

7.23.1 General. Developer shall indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Property, except to the extent such claims are excepted as provided below in Section 7.23.2.

(a) Developer will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Developer will promptly pay any final judgment (subject to Developer's or City's rights to appeal from such final judgment) rendered against the City, its officers, agents, or employees for any such Claims or Liabilities arising out of or in connection with the indemnity in this Section 7.23.1, and Developer agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents, or employees is made a party to an action or proceeding filed or prosecuted for Claims or Liabilities described in the indemnity in this Section 7.23.1, the City shall promptly tender its defense to Developer, who pursuant to (a) above will defend the City, its officers, agents, or employees with attorneys selected by Developer and reasonably approved by City; Developer shall bear any and all costs and expenses in such action or proceeding, including but not limited to legal costs and attorneys' fees incurred in defending the City.

7.23.2 Exceptions. The foregoing indemnity shall not include Claims or Liabilities arising solely from the gross negligence or willful misconduct of the City, its officers, agents, or employees.

7.23.3 Loss and Damage. Except as provided in Section 7.23.2, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as provided in Section 7.23.2, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

7.23.4 Period of Indemnification. The obligations for indemnity under this Section 7.23 shall begin upon the Effective Date of this Agreement and shall terminate upon termination of this Agreement; provided, that any obligations that have accrued as of the date of such termination shall survive that termination and remain enforceable by the City.

7.23.5 Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any Claims or Liabilities to Developer or any other person or property, except as specifically provided in this Agreement and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

7.24 Insurance.

7.24.1 Types of Insurance.

(a) Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Three Million Dollars ($3,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to increases in amount as City may reasonably require from time to time.

(b) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act of negligence (but not willful or intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives; (3) the policies are primary and noncontributing with any insurance that may be carried by City; and (4) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on contemplated use and activities on the Property.

7.24.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(a) For insurance required above, within thirty (30 days) after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, at least thirty (30) days prior to expiration of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder after giving notice and an opportunity to cure.

7.25 Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to

this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

7.26 Periodic Reviews.

(1) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement as provided in the Enabling Resolution ("Annual Review(s)"). The documented cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer based upon either the standard fee schedule for such review adopted or approved by the City (if one is in effect) or, if there is no standardized schedule, then upon the actual cost to the City of such review.. If such reimbursement is based upon actual costs, such reimbursement shall include all direct and indirect expenses actually and reasonably incurred in connection with such annual reviews. The Developer shall deposit with the City the reasonable costs estimated by the City for the Annual Review; and any excess deposit above the actual cost of the review or the standard City fee, as applicable, shall be promptly refunded to the Developer and, if the deposit is insufficient to pay the actual cost of the review in the event the reimbursement is based upon actual cost, then the Developer shall pay the difference to the City within 15 days of Notice by the City to the Developer of the insufficiency.

(2) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time ("Special Review(s)"). The cost of such Special Reviews shall be borne by the City, unless the City Council determines as a result of such Special Review that Developer is not acting in good faith compliance with the material provisions of this Agreement. In such cases, Developer shall reimburse City for all actual and reasonable costs, direct and indirect, incurred in conjunction with such a Special Review.

(3) Conduct of Reviews. The City Manager, or designee, or the City Council, shall cause the Annual and Special Reviews to be conducted. City's failure to timely conduct any Annual review shall not constitute or be construed as a breach or default under this Agreement. Any review by a party other than the City Council shall be provided to the City Council. A review concluding the Developer has complied with the terms of this Agreement may be considered by the City Council as a consent calendar item. Any review that recommends a finding that the Developer has not acted in good faith compliance with the provisions of this Agreement shall require City Council ratification and adoption at a public meeting at which the Developer shall be entitled to appear.

7.27 Record of Applicable Rules. Upon the Developer's written request to the City delivered within one hundred and twenty (120) days after the Effective Date of this Agreement, and at the Developer's sole cost and expense, City and Developer shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Developer, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both Parties.

7.28 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

7.29 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Developer, and any lawful successor in interest of the Parties. Whenever the term "Developer" is used herein, such term shall include any other lawfully approved successor in interest of Developer. Nothing in this Section shall limit or waive the restrictions in Section 7.7 above.

7.30 Conflicts of Interest. The City represents and warrants that, to the actual knowledge of the City Manager, no member, official or employee of the City has any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

7.31 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement.

[*SIGNATURES FOLLOW ON NEXT PAGE*]

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM:

McKenna Long & Aldridge LLP

By: _____

CITY:

CITY OF SAN DIMAS,
a municipal corporation

By: _____

Name: _____

Title: _____

DEVELOPER:

NJD, LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

EXHIBIT A

Description of the Property

EXHIBIT B

Location Map

EXHIBIT B-1

Location of Additional Property

EXHIBIT B-2

Description of Additional Property

EXHIBIT C

Developer Fees as of Effective Date

EXHIBIT D

Enabling Relocation

EXHIBIT E

Equestrian Trail Location

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of San Dimas
245 East Bonita Avenue
San Dimas, California 91773
Attn: City Clerk

No Recording Fee (Government Code Section 6103)

(Space above for recorder's use)

Agreement No. 2010-

DEVELOPMENT AGREEMENT

by and between

CITY OF SAN DIMAS,
a general law city and municipal corporation

and

NJD, LTD.,
a Texas limited partnership

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EXHIBITS

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Exhibit B	Location Map
Exhibit B-1	Location of Additional Property
Exhibit B-2	Description of Additional Property
Exhibit C	Developer Fees as of Effective Date
Exhibit D	Enabling Relocation
Exhibit E	Equestrian Trail Location

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of _____, 2010, by and between the CITY OF SAN DIMAS, a general law city and municipal corporation ("City"), and NJD, LTD., a Texas limited partnership ("Developer") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

(a) Developer is the owner of certain real property which is located in the City, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and is shown on the location map attached hereto as Exhibit B (hereafter "Property"); and

(b) Developer has contractual rights to acquire approximately 76.7 acres of property in the City adjacent to the Property, commonly known as Assessor's Parcel Numbers ("APN") 8665-001-004 and 8165-001-005, which property is depicted on Exhibit B-1 and more particularly described in Exhibit B-2 attached hereto and incorporated herein by reference (the "Additional Property"). Developer's rights to acquire the Additional Property are established by that certain Option Agreement and Right of First Refusal, as amended ("Option Agreement"), as evidenced by that recorded Amendment to Memorandum of Option Agreement and Right of First Refusal recorded as Instrument No. 2008-1872650 in Los Angeles County, California. County Official Records on October 21, 2008. As provided by Sections 4.3 and 4.4 of that Option Agreement, Developer is entitled to seek Project-related approvals and the current fee owner is obligated to cooperate in seeking such approvals. At such time that Developer becomes fee owner of the Additional Property an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1, shall become part of the "Property" for purposes of this Agreement. The Parties agree that this is a sufficient beneficial interest for an approximately 40 acre portion of the Additional Property to be included in this Agreement.

(c) Developer desires to construct a Project (as hereinafter defined) on the Property consisting, among other improvements and amenities, of sixty-one (61) single family homes and approximately eighty-four (84) acres of open space **[Exact acreage will need to be conformed per possible changes to accommodate project fuel modification; see TTM Condition 53]**; and

(d) Developer and City are also parties to that certain Settlement Agreement & Release dated as of December 21, 2004 (the "Settlement Agreement"), pursuant to which the current Project is being processed; and

(e) Developer and City are also parties to that certain Developer Reimbursement Agreement, dated June 11, 2010 ("Reimbursement Agreement"), wherein certain costs associated with the General Plan Amendment, Specific Plan Amendment and TTM (each defined

below) are addressed, as well as the cost allocation obligations under the Settlement Agreement; and

(f) Concurrently with or prior to approval of this Agreement, City has approved and/or adopted the General Plan Amendment, the Specific Plan Amendment, the TTM, and the other Project Approvals (as all of the foregoing terms are hereinafter defined) applicable to the Project; and

(~~f~~g) The Project is fully described in the FEIR (as hereinafter defined) and the Project Approvals, which are on file with the City; and

(~~g~~h) Developer's TTM and other Project Approvals allowing construction of the Project have been conditionally approved concurrently herewith, and the Conditions of Approval (as hereinafter defined) applicable thereto have been accepted by the Developer as being lawfully imposed thereon; and

(~~h~~i) Developer has applied to the City for approval of this Agreement pursuant to the provisions of the Development Agreement Act (as hereinafter defined), the Enabling Resolution (as hereinafter defined), and other applicable laws; and

(~~i~~j) The City is authorized pursuant to the Development Agreement Act and other applicable laws to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property as therein described; and

(~~j~~k) The City desires to obtain the binding agreement of the Developer for the development of the Project in accordance with the provisions of this Agreement; and

(~~k~~l) Developer desires to obtain the vested right from the City to allow Developer to develop the Project in accordance with the provisions and requirements of this Agreement, the Project Approvals, the Conditions of Approval and the Applicable Rules (as hereinafter defined), including only those modifications, changes or additions to those Applicable Rules permitted or required by this Agreement; and

(~~l~~m) The Planning Commission and the City Council of the City have each conducted a duly noticed public hearing to consider the approval of this Agreement pursuant to Government Code Section 65867 and each has found that the provisions of this Agreement are consistent with the City's adopted plans and policies, the General Plan (as hereinafter defined), and the Specific Plan; and

(~~m~~n) An environmental review has been conducted and completed with regard to the Project and a FEIR was certified by the City Council on _____, _____, in accordance with CEQA (as hereinafter defined), including all State and local guidelines, which FEIR contemplates a development agreement and its execution by the Parties as one component of the Project; and

(~~n~~o) This Agreement is in furtherance of the public health, safety and welfare of the residents of the City and the surrounding region, and will serve the public interest, convenience and necessity of the City and its residents and the surrounding region; and

(~~o~~p) The City Council has specifically considered and approved the impact and benefits of the Project upon the welfare of the City and the region; and

(~~p~~q) This Agreement will serve to eliminate uncertainty in planning and will provide for the orderly development of the Project in a manner consistent with the Applicable Rules and the General Plan and Specific Plan; and

(~~q~~r) This Agreement will provide Developer with the assurance that it can complete the Project and that the Project will not be changed, delayed or modified after the Effective Date (as hereinafter defined) of this Agreement, except pursuant to the provisions of this Agreement; and

(~~r~~s) The Project will provide substantial benefit to the City by providing, without limitation, increased tax and other revenues, the construction and dedication of public improvements, the offer for dedication to permanent public open space of approximately eighty-four (84) acres, the provision for dedication and improvement of equestrian trails connecting Horse Thief Canyon Park and the Sycamore Canyon trail system, and the creation of job opportunities for residents of the City.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and the Enabling Resolution, and in consideration of the premises and mutual promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby acknowledged and affirmed by the Parties and are incorporated herein as a substantive term of this Agreement.

Section 2. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

2.1 "Applicable Rules" means, as provided in Government Code Section 65866, the rules, regulations, and official policies, including but not limited to those contained in the City's General Plan (as Amended by the Project Approvals), Municipal Code (as Amended by the Project Approvals), Specific Plan No. 25 (as amended by the Project Approvals) and Zoning Regulations (defined below), governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to development of the Property, whether adopted by the City Council or the voters in an initiative,

which are in force as of the Effective Date of this Agreement. During the term of this Agreement and except as otherwise expressly provided herein, (1) the permitted uses of the Property; (2) the density or intensity of that use; (3) the maximum height and size of proposed buildings on the Property; and (4) the provisions for reservation or dedication of land for public purposes applicable to the Property shall be those provided by the "Project Approvals" (as defined below), including, without limitation, the "General Plan" (as defined below), the "Specific Plan" (as defined below), and the TTM. Applicable Rules shall also mean and include all Developer Fees (as hereinafter defined) and Processing Fees (as hereinafter defined) in effect from time to time during the term of this Agreement and there shall be no limit upon the Developer Fees and the Processing Fees payable with respect to the Project by virtue of this Agreement; provided that, as further provided in this Agreement below, so long as this Agreement remains in effect, no new Development Fees other than those shown on Exhibit C attached hereto shall be imposed upon the Project in connection with its development. **[NJD is still waiting to be provided a list of all City project fees. Provision of this list is required before NJD will agree to any fee lock-in or list.]** Notwithstanding anything above contained in the definition of the Applicable Rules which appears to be to the contrary, (i) this Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations and policies which do not conflict with the Project Approvals or Applicable Rules applicable to the Property as set forth herein ("New Rules"), nor prevent the City from denying or conditionally approving any subsequent development project application on the basis of such New Rules (except this shall not apply to Minor Modifications), and (ii) this Agreement shall not prevent the City from imposing reasonable conditions or restrictions on future tentative subdivision or parcel maps and/or conditional use permits where such conditions or restrictions are necessary to avoid putting the residents of the Project or the area immediately surrounding the Project in a condition which would adversely impact their health or safety, or both, based on objective and identified health and safety standards. Notwithstanding anything above to the contrary, the term "Applicable Rules" shall not limit the application to the Project of new rules, regulations, and official policies of the City governing design, improvement and construction standards and specifications (each a "Design Rule") if (i) such change is a citywide change applying uniformly throughout the City, and (ii) except for update or adoption of uniform codes pursuant to the next sentence (which shall apply to the Project in any event), such change does not impose a material adverse financial impact upon the overall Project or the development thereof as contemplated by this Agreement and the Project Approvals; provided, further, that the additional time, if any, necessary to comply with a change in a Design Rule (as opposed to the additional cost or expense of compliance) shall not, in itself, constitute a material adverse financial impact. Notwithstanding anything herein to the contrary, the Developer Parties specifically acknowledge and agree that the construction of the Project shall be subject to (i) any adoption or update of building, electrical, mechanical, fire, pool or other similar uniform codes of citywide scope which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including all applicable California Building Standards Codes (as defined below) and (ii) all City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations or ordinances). Nothing in this Agreement deprives Developer of any rights it may have under Government Code Section 66474.2(a) and nothing in this Agreement constitutes a waiver by Developer of such rights.

2.2 "California Building Standards Codes" means those building, electrical, mechanical, fire, pool and other similar regulations, which are mandated by state law and which become applicable throughout the City, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, and the California Fire Code (including those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable City-wide).

2.3 "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000, et seq.) (the "Act") and the guidelines promulgated by the Governor's Office of Planning and Research in accordance with said Act (the "Guidelines"), as they now exist or may hereafter be amended.

2.4 "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals as of the date hereof, as they may be amended or modified by the City upon NJD'S application prior to recording of the Final Map in order to comply with the requirements of other approving agencies (e.g., without limit, USFWS, CDFG, Division of Dam Safety) including all requirements of any applicable Mitigation Monitoring Program, and any additional conditions of approval hereafter imposed on the Project consistent with Section 5.1.2 below.

2.5 "Developer Fees" mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, *et seq.*, of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees. **[Same comment as 2.1]** The Developer Fees are listed on Exhibit C, which is incorporated into this Agreement by this reference. The Developer Fees listed on Exhibit C are the only Developer Fees that the City may impose or levy on the Project and no new Developer Fees first adopted by the City after the Effective Date of this Agreement shall be applicable to the Project during the Term of this Agreement; provided, that nothing herein shall be construed or applied to limit any increases in the Developer Fees and the Project shall be subject to any properly adopted increase in those existing Developer Fees. **~~[SUBJECT TO CITY COUNCIL CONFIRMATION]~~**

2.6 "Development Agreement" or "Agreement" means this Agreement.

2.7 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

2.8 "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

2.9 "Effective Date" shall mean the date this Agreement, fully executed, is recorded in the Office of the Recorder of Los Angeles County.

2.10 "Enabling Resolution" means Resolution No. _____ adopted by the City Council on _____, _____ (Exhibit D hereto).

2.11 "FEIR" shall mean that certain Final Environmental Impact Report (FEIR) (SCH#2010051020) which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA. "Mitigation Monitoring Program" shall mean the mitigation measures imposed upon the Project pursuant to the FEIR and the Conditions of Approval.

2.12 "General Plan" means that certain General Plan 99-1.

2.13 "General Plan Amendment" means that certain General Plan Amendment to General Plan 99-1, approved by the City Council by Resolution No. __.

2.14 "Ministerial Permit(s)" or "Ministerial Approval(s)" mean a permit or approval including, but not limited to, building permits, grading permits, zone clearances and certificates of occupancy, which require the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

2.15 "Mortgagee" means a mortgagee of a mortgage or a beneficiary under a deed of trust encumbering all or a portion of the Property.

2.16 "Phase" shall mean any discrete portion or part of the Project developed by the Developer or any successor in interest thereto.

2.17 "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

2.18 "Project" means the project as described in the General Plan Amendment, the Specific Plan Amendment, the TTM and the other Project Approvals.

2.19 "Project Approvals" shall mean, collectively, the Specific Plan Amendment, the General Plan Amendment, the TTM, this Agreement and any other plans, maps, permits and entitlements of every kind and nature specifically applicable to the Project, and shall also include any subsequent project specific approvals obtained by the Developer. To the extent that any of the Project Approvals are amended, from time to time, "Project Approvals" shall include, if Developer and City agree in writing, such matters as so amended. If this Agreement is required by law to be amended in order for "Project Approvals" to include any such amendments, then "Project Approvals" shall not include such amendments unless and until this Agreement is so amended.

2.20 "Property" means the real property described on Exhibit A and shown on the Location Map attached as Exhibit B. Upon Developer obtaining fee title to the Additional Property, an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1 and described on Exhibit B-2, shall be deemed part of the "Property" for the purpose of this Agreement.

2.21 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date with respect to development or use of the Project that may be in conflict with the Applicable Rules, but are: (1) necessary to prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety based on objective and identified health and safety standards; (2) necessary to implement California Building Standards Codes; (3) necessary to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) Design Rule changes described in Section 2.1 above; (5) agreed to or consented to by Developer; (6) are City-wide fees or charges of general applicability (other than new Developer Fees which are inapplicable to this Project in accordance with the provisions of this Agreement); or (7) are City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations, or ordinances).

2.22 "Specific Plan" means Specific Plan No. 25, as amended, as approved by the City prior to or concurrent with this Agreement pursuant to Resolution No. __.

2.23 "Specific Plan Amendment" means _____.

2.24 "Term" means the term of this Agreement, which shall commence on the Effective Date of this Agreement and shall terminate fourteen (14) years from and after the Effective Date of this Agreement ~~[SUBJECT TO CITY COUNCIL CONFIRMATION]~~ unless modified or extended as set forth in this Agreement or by mutual written consent of the Parties hereto. If any party other than Developer initiates litigation that challenges the Project or the Existing Project Approvals, then Developer will have the right to toll commencement of the Term. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Project Approvals or (2) the litigation is dismissed with prejudice by all parties; whichever occurs first; provided that any tolling shall not exceed twenty-four (24) months unless the City consents thereto.

2.25 "TTM" means that certain Tentative Tract Map No. 70583, as submitted on ~~August~~October 28, ~~2020,~~2010, for the subdivision of the Property and a portion of the Additional Property into 61 residential lots, lettered common area lots, and related improvements, approved by the City Council pursuant to Resolution No. _____.

2.26 "Zoning Regulations" shall mean the official zoning regulations of the City.

Section 3. Recitals of Premises, Purpose and Intent.

3.1 State Enabling Statute. 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 adopted the Development Agreement Act which authorized any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

3.2 Intentionally Omitted

3.3 Property Ownership. The Developer is the owner of the Property and has a legal and equitable interest in the Additional Property and thus is qualified to enter into and be a party to this Agreement. Upon becoming fee title owner of the Additional Property, an approximately 40 acre portion of such property generally depicted on Exhibit B-1 shall be deemed part of the Property. The remainder of the Additional Property shall not be governed by or encumbered by this Agreement or the Project Approvals. After approval of the TTM, the parties shall execute such documents as necessary to cause this Agreement to be removed from record title to the remainder of the Additional Property.

3.4 Development of the Property. It is the Parties' understanding that Developer's intends to develop the Property as described in the Project Approvals. The Parties hereby agree that, for the Term of this Agreement, the Developer shall have a vested right to develop the Property and the Project in accordance with, and to the extent of, the Project Approvals, the Applicable Rules, the Conditions of Approval and this Agreement.

3.5 Public Objectives. In accordance with the legislative findings set forth in Section 65864 of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the Applicable Rules and the Project Approvals in a manner which is consistent with the surrounding community. Moreover, this Agreement will eliminate uncertainty in planning for and will secure orderly development of the Project, assure installation of necessary

improvements, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

Section 4. Project Development.

4.1 Project Development; Entitlement to Develop. Developer may develop the Property or any portion thereof with a development of lesser height or density than that currently approved, provided that such development otherwise complies with the Applicable Rules, the Project Approvals, the Conditions of Approval and this Agreement.

The City has determined that the Project is consistent with the General Plan (as amended) and the Specific Plan (as amended). Notwithstanding anything herein to the contrary, including anything contained in Section 4.2 below, as a condition to the continued effectiveness of this Agreement, (i) Developer shall have recorded a final subdivision map with respect to at least forty-four percent (44%) of the residential lots contained in the Project (and shall have entered into all required subdivision improvement agreements and posted all required subdivision bonds in connection therewith) prior to the tenth anniversary of the Effective Date of this Agreement ("First Phase Map Condition Precedent") ~~[SUBJECT TO CITY COUNCIL CONFIRMATION]~~, and (ii) prior to the twelfth anniversary of the Effective Date ~~[SUBJECT TO CITY COUNCIL CONFIRMATION]~~, Developer shall substantially complete all subdivision improvements that are required to be constructed as a result of that map recordation, including the backbone road (identified as Brasada Drive on the TTM), equestrian trails (except that, with the approval of the City Manager, or his designee, trails on non-backbone roads may be completed to a less finished form as agreed by the City), backbone infrastructure and other like public improvements ("First Phase Improvement Condition Precedent"). At the time of completing those first phase improvements, Developer shall also complete the dedication and improvement of the equestrian trails described in Section 4.6 below if that dedication and improvement has not previously occurred. If Developer fails to record that map or complete those improvements by the outside dates set forth above, City may, at any time prior to completion of those actions, ~~terminate this Agreement upon~~provide written notice to the Developer~~; provided that the~~ of default in the manner specified in Section 6.1(1) and, provided that Developer has not cured such default within the time provided in Section 6.1(3), may thereafter terminate this Agreement in the manner provided in Section 6.1(3). The City's only remedy for Developer's failure to timely record that map or complete those improvements by those outside dates set forth above shall be ~~such~~ termination and City shall not have the right to compel Developer to complete those actions by an action for specific performance.

4.2 Timing of Development and Allotment. The Project may be developed incrementally or in Phases and, except as otherwise specifically provided in this Agreement, Developer is under no obligation to commence or complete the Project in any particular timeframe or at all. The Parties acknowledge that the Developer cannot at this time predict when or the rate at which the Project would be developed and they acknowledge that the actual rate of development will depend upon numerous factors which are not all within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to 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 intent of the Developer and City to hereby cure that defect by acknowledging and providing that, except as otherwise provided by the Project Approvals, Applicable Rules or this Agreement, including Section 4.1 above, the Developer shall have the right to develop the Property in such order and at such rate and at such times as the Developer deems appropriate within the exercise of its sole and subjective business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Property with the permitted uses of land and the density and intensity of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals, the Conditions of Approval and the terms of this Agreement.

4.3 Moratorium. No City-imposed moratorium or other limitation (including, without limit, limitations relating to the rate, timing or sequencing of the development or construction of all or any part of the Property or any Phase thereof, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property or Project Approvals to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations or to the City's exercise of its Reserved Powers.

4.4 City Services. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, Conditions of Approval, Applicable Rules and any subsequent additional Discretionary Approvals, if any, sought by Developer to implement the Project under any New Rules or Design Rules, City has determined and hereby finds that it will have sufficient capacity in its infrastructure, services and utility systems, including, as applicable, traffic circulation, storm drainage, sewer collection, sewer treatment, sanitation service and water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project.

4.5 Partial Termination. Developer shall have the right to request that the City approve a partial termination of this Agreement to release a portion(s) of the Property from the Agreement's obligations and benefits ("Partial Termination"). A Partial Termination may be approved by the City if Developer demonstrates to the City's satisfaction, in its sole and independent judgment, that the portion of the Property to be released from the Agreement obligations is not needed to satisfy any of the obligations established in the Agreement. If the City makes such a determination, such released Property shall not be subject to any of the obligations created in this Agreement, and similarly, will not receive any of the benefits created in this Agreement. Notwithstanding anything in this Agreement, the obligations of Developer in this Agreement are not intended to and shall not encumber any portion of the Property that has been finally subdivided, constructed and is individually (and not in "bulk") sold or leased to a

member of the public or other ultimate user as a residential lot. Upon any such sale or lease, the residential lot shall be automatically and without further need for approval by the Parties be released from the duties and obligations of the Developer under this Agreement. Despite the intention of the Parties for this paragraph to be self-executing, the City shall execute a recordable instrument sufficient to release the Developer's obligations in this Agreement from a residential lot within thirty (30) days of a written request by Developer or any person with ownership rights to such residential lot. No such owner of an individual lot shall have the right to assert any rights of Developer under this Agreement, and Developer shall remain the responsible party for purposes of exercising any of those rights.

4.6 Equestrian Trails.

4.6.1 Upon the later of (i) the approval of ~~this Agreement~~the Project Approvals and the expiration of any period for bringing a legal challenge to ~~that approval~~those approvals with no challenge being filed, or, if such a challenge is timely filed, upon the resolution of that challenge in a manner that upholds the ~~terms of this Agreement~~Project Approvals (the foregoing event is referred to herein as the "Closure of the Challenge Period"), or (ii) the sixtieth (60th) day after Developer closes escrow for the acquisition of the Additional Property, the Developer shall provide to the City, for the benefit and use of the public, ~~an~~a temporary irrevocable license (subject to those terms and conditions contained in the license) for the use and maintenance of the existing service or access trails or roads traversing north-south through the ~~property~~eastern portion of the Additional Property that the City determines, in consultation with Developer and with Developer's consent, are appropriate for equestrian use. ~~Such~~ The City shall bear all costs and all risk associated with the uses and the maintenance provided in the license. Subject to the terms of the license, such license shall continue until superseded by the dedication of the permanent equestrian trails on the Property triggered by the occurrence of the First Phase Map Condition Precedent. Such license shall be in a form acceptable to both ~~parties~~Parties; provided that agreement upon the form of that license upon the request of either ~~party~~Party and the prompt execution and delivery of that license upon the occurrence of the trigger date set forth above shall constitute conditions to the continued effectiveness of this Agreement and, if those requirements are not met, either ~~party~~Party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other Party until such requirement is met. ~~In addition to the interim license described above, concurrent with satisfaction of the First Phase Map Condition Precedent the Developer shall offer for dedication (or convey to a third party designated by the City if the City so elects), and concurrent with satisfaction of the First Phase Improvement Condition Precedent the Developer shall improve consistent with the TTM and the Conditions of Approval an equestrian trail within the Property connecting Horse Thief Canyon Park and the Sycamore Canyon trail system. The Developer shall have no obligation to maintain these trails following improvement by the Developer, and such maintenance shall be performed by either the City or a third party designated by the City following dedication or transfer thereof as provided above; provided, however, that if the City elects to designate a third party to maintain the trails, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. The permanent equestrian trails shall be located substantially as shown on Exhibit E attached hereto and shall meet all requirements of the Project Approvals and all Conditions of Approval applicable thereto.~~

4.6.2 In addition to the temporary license described above, concurrent with satisfaction of the First Phase Map Condition Precedent, the Developer shall (i) offer for dedication (or convey to a third party designated by the City if the City so elects) and (ii) improve consistent with the TTM and the Conditions of Approval an equestrian trail within the Property to accommodate connecting Horse Thief Canyon Park and the Sycamore Canyon trail system. The Developer shall have no obligation to maintain these trails following improvement by the Developer, and such maintenance shall be performed by either the City or a third party designated by the City following dedication or transfer thereof as provided above; provided, however, that if the City elects to designate a third party to accept conveyance and/or maintain the trails, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. The permanent equestrian trails shall be located substantially as shown on Exhibit E attached hereto and shall meet all requirements of the Project Approvals and all Conditions of Approval applicable thereto.

4.7 Dedication or Transfer of Open Space Parcel. ~~At~~In consideration of the City's good faith commitment and continued effort to implement all Project Approvals without delay (but without waiving any legislative discretion that may exist for future actions), Developer is willing and shall, at such time as City shall direct following the Closure of the Challenge Period (as defined above) but in no event later than the expiration of the Term, ~~Developer shall~~ convey to the City for use by the public (or convey to a third party designated by the City if the City so elects) an approximately eighty-four (84) acre tract of undeveloped property as permanent public open space area (the "Open Space Parcel"). If the City elects to designate a third party to receive conveyance of the Open Space Parcel, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. If, prior to the City's request that the Developer transfer the Open Space Parcel pursuant to this Section, the Developer has delivered a notice of default to the City and the City is not contesting, in good faith, the existence of such alleged default and any actual default has not been cured, then the Developer shall not be required to complete the conveyance of the Open Space Parcel until such default is ~~curred~~cured. Any dedication or conveyance by Developer pursuant to this Section shall be free of all monetary liens or encumbrances but shall be subject to a Section 1542 waiver and release for Developer's benefit with respect to all disclosed or unknown conditions. The City or approved third party designee shall take title subject to, and Developer shall have a right to record prior to conveyance, a deed restriction on the Open Space Parcel restricting the uses of this parcel from development that would materially impair the successful, development, marketing, sale and use of the Project. Such deed restriction shall include, without limitation, restrictions prohibiting the operation of motorized recreational or passenger vehicles, open space use restrictions, easements for the benefit of the Property for access, and ~~such~~ other matters ~~as the parties~~, including matters that the City may request and to which the Developer may agree ~~to. the parties~~. The Parties shall not unreasonably withhold, delay or condition their consent to the form of the deed restriction. Agreement upon the form of the deed restriction shall be a condition to the continued effectiveness of this Agreement and if the ~~parties~~Parties are unable to agree upon the form of that restriction, then either ~~party~~Party may terminate this Agreement upon thirty (30) days written notice to the other until agreement upon the form of that restriction is achieved. The approximate location of the Open Space Parcel is shown on Exhibit B attached hereto and if the City demands the Developer convey the Open Space Parcel prior to the First Phase Map

Condition Precedent then the City shall erect a fence on the boundary of the Open Space Parcel and the TTM boundary, sufficient to prevent the trespass of the public into the TTM.. City shall not have any obligation to issue certificates of occupancy with respect to any improvements constructed on the Property until this condition has been satisfied or the City elects, in its sole and absolute discretion, to waive or defer that requirement; provided, however, if Developer is otherwise entitled to certificates of occupancy and City has not yet tendered its direction to Developer to offer the Open Space Parcel for dedication, then City shall have thirty (30) days from Developer's request for certificates of occupancy to do so. If a written request for dedication is not delivered to Developer within such thirty (30) day period then the condition requiring dedication prior to the issuance of those requested certificates of occupancy shall be waived; provided, however, that such Open Space Parcel's dedication obligation shall continue as otherwise provided in this Agreement and shall apply prior to the issuance of any further certificates of occupancy; provided further that if additional certificates of occupancy are sought then the previous sentence concerning the final thirty (30) day window for demanding transfer of the Open Space Parcel shall likewise apply to such certificates of occupancy. If the City has not directed Developer in writing to complete such conveyance prior to expiration of the Term, then Developer shall provide the City with written notice thereof, and if the City does not direct Developer to make such conveyance within thirty (30) days thereafter, the obligation of Developer in this Section 4.7 shall be deemed waived.

Section 5. Changes.

5.1 Nonapplication of Changes; Additional Conditions of Approval and Other Exceptions.

5.1.1 Nonapplication of Changes to Applicable Rules Without Developer Consent. The adoption of any change in the Applicable Rules, adopted or becoming effective after the Effective Date of this Agreement, shall not be applied to the Project, unless the Developer gives written notice to the City of its election to have such change in the Applicable Rules applied to the Project, which it may grant or withhold in Developer's sole and absolute discretion, or unless such change in the Applicable Rules constitutes a lawful exercise of the City's Reserved Powers or is otherwise expressly authorized by this Agreement.

5.1.2 Additional Conditions of Approval. Although no additional conditions or dedications shall be imposed by the City on the development of the Project, the Parties acknowledge and agree that, in approving any tentative subdivision maps with respect to the Property filed after the date of this Agreement, the City reserves its right to impose normal and customary dedications pursuant to the Applicable Rules for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Property. In addition, nothing in this Section 5.1 shall preclude the City from requiring further conditional use permits, planned unit development permits, site plan reviews and other development permits and approvals with respect to the Project that are provided for by the Applicable Rules.

5.1.3 Changes in Building Codes. As set forth above in Section 2.1, notwithstanding any provision of this Agreement to the contrary, any Project improvements that are not yet issued building permits shall be subject to changes occurring from time to time resulting from the City's adoption of building regulations based on the recommendations of a

multi-state professional organization and which become applicable throughout the City, including, but not limited to, the California Building Standards Codes and other similar or related uniform codes.

5.1.4 Changes Mandated by Federal or State Laws or Regulations. In the event that any Federal, State, County or multi-jurisdictional laws or regulations (collectively "Federal or State law or regulation") enacted after the Effective Date but prior to the issuance of a building permit for the applicable improvements prevents or precludes compliance with one or more of the provisions of this Agreement or the Applicable Rules, such provisions of this Agreement or the Applicable Rules shall be modified or changed as necessary to comply with such Federal or State law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Project. In the event City has discretion to do so, the City shall interpret and implement a Federal, State, County or multi-jurisdictional law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Developer's rights in the Project Approvals or under this Agreement. Where City or Developer believes that such modification or change is required, that Party shall take the following actions:

(a) Notice and Copies. The Party which believes a change or addition is required shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(b) Modification Conferences. The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation consistent with the provisions of Section 5.1.4 above. In such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer and the City derived from this Agreement to the maximum feasible extent while resolving the conflict.

(c) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in this Agreement or the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Developer, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

5.1.5 Cooperation in Securing Permits. Upon Developer's request, the City shall ~~reasonably~~use good faith to cooperate with Developer, at no cost or expense to the City, in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project required for the development of the Project, including, without

limitation, any permits or approvals required as a result of a modification pursuant to Section 5.1.4 above.

5.1.6 Changes in Processing Fees and Developer Fees. Notwithstanding anything herein to the contrary, development of the Property and construction of the Project shall be subject to payment of all applicable Processing Fees and Developer Fees which may be in effect from time to time and which are then applicable to the Project in accordance with the terms thereof; provided, that the Developer Fees listed on Exhibit C are the only categories of Developer Fees that the City may impose or levy on the Project during the Term of this Agreement, as such Developer Fees may be adjusted from time to time pursuant to the City's compliance with applicable laws relating to the enactment of fee increases.

5.1.7 Developer's Right to Contest New or Increased Fees, Charges or Assessments. Nothing in this Agreement shall prevent Developer from contesting, in any appropriate forum, the imposition or the amount of any Processing Fees, Developer Fees, or other fees, charges or assessments, or any increase therein. Such right of protest shall not extend to the existence or current amount of any Developer Fees identified on Exhibit C, or any Processing Fees in effect as of the Effective Date of this Agreement, and the Developer hereby agrees to cause to be paid the same pursuant to City's normal fee payment schedule without objection thereto. Notwithstanding any pending good faith contest of such new or increased fees, charges or assessments, City shall proceed with issuance of all required Ministerial Approvals with respect to the Project and shall not withhold or delay issuance of those Ministerial Approvals based upon any pending protest or appeal with respect to such fee, charges or assessments; provided any contested amount has been paid to City under protest with a reservation of rights.

5.1.8 Ministerial Permits. The City shall not require Developer to obtain any Ministerial Permits for the development of the Project in accordance with this Agreement other than those required by the Applicable Rules or by agencies unrelated to the City. Any Ministerial Permit required under the Applicable Rules shall be governed by the Applicable Rules.

5.1.9 Discretionary Approvals. Any approval involving a Discretionary Action or Discretionary Approval and required or needed after the Effective Date in order to commence or complete the approved Project, which does not materially change, modify or alter the Project, shall be governed by the Applicable Rules. Any subsequent Discretionary Action or Discretionary Approval sought by Developer in connection with a modification which materially changes, modifies or alters the Project shall be subject to all then applicable governmental rules, regulations and requirements without limitation to the Applicable Rules. Notwithstanding anything to the contrary contained herein, no subsequent Discretionary Action or Discretionary Approval shall require further CEQA review unless the City finds, based on substantial evidence, that such further CEQA review is required in order to comply with CEQA.

5.1.10 Timely City Actions. The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a

Discretionary Action or Discretionary Approval implementing the approved Project. City's obligations in this Section 5.1.10 are conditioned upon Developer satisfactorily complying with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by the City for processing applications for such Discretionary Actions or Discretionary Approvals or Ministerial Permits/Ministerial Approvals. If the City fails to timely act in the manner specified above, then upon written notice by Developer of such unreasonable delay and the identification of the specific cause(s) thereof and continuing so long as such delay continues, Developer's rights under this Agreement shall be extended on a day-for-day basis from the date of such notice until the delay has been ~~addressed~~remedied.

5.1.11 Interim Uses. City agrees that, until development of the Project, the Developer may continue the present use and operation of the Property.

5.1.12 Additional Staffing. If standard City staffing fails to result in processing of any permits or approvals as promptly as reasonably required for timely development of the Project by Developer, then the City agrees, upon request of Developer, to reasonably cooperate with Developer in hiring additional staff or consultants as City determines appropriate to process required Ministerial Permits and Approvals or Discretionary Actions and Approvals. The Developer shall reimburse the City for all direct and indirect costs of such staff or consultants, and any required training thereof, within thirty (30) days after Developer receives an invoice identifying such reimbursable expenses; provided, the Developer shall have the right to audit such costs, at its expense, upon request. The City shall not charge a surcharge for such staffing in addition to such actual direct and indirect costs or any other separate fee for such additional staffing.

5.1.13 Term of Project Approvals. As provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.22 above.

5.1.14 Minor Modifications. It is contemplated that Developer may in the future desire to change or modify the Project based on, without limitation, precise planning, precise grading, structure siting on lots, road or trail configuration, drainage patterns or drainage needs and infrastructure, changes in market demand, or other factors in a manner that will not lead to a material increase in the severity of environmental impacts or materially change the Project as approved ("Minor Modifications"). Such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Applicable Rules and shall, upon approval by City, continue to constitute the "Project Approvals" as referenced herein. The Parties agree that such Minor Modifications in Project Approvals that do not materially alter the Project may be agreed to in writing by the City Manager and the Developer. All Minor Modifications will require approval in accordance with the Applicable Rules. The Parties agree that any such Minor Modifications shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

Section 6. Default Provisions.

6.1 Default by Developer. In the event the Developer does not perform its obligations under this Agreement ("Defaults") in a timely manner, the City shall have all rights and remedies provided herein or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of Developer under this Agreement, or modifying or terminating this Agreement, provided that (i) except for recovery of any amounts, including attorneys' fees, owed to City under the terms of ~~any~~the indemnities ~~provided for herein~~in Section 7.21 for the benefit of the City, the City hereby knowingly, willingly and intelligently waives any right to seek monetary damages from Developer for such breach, including any monetary damages for the failure to start or complete the Project and (ii) with respect to any remedy the City has first complied with the following procedure:

(1) Notice of Default. The City shall give to Developer written notice of default identifying with specificity Developer's alleged Default(s).

(2) Period to Cure Non-Compliance. Twenty (20) days after service of the notice of default, Developer shall forthwith commence to cure the identified Default(s), and Developer shall complete the cure of such Default(s) within a reasonable period of time not to exceed sixty (60) days thereafter ("Developer Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the Developer Cure Period shall be extended for the period necessary to complete the cure so long as Developer has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice.

(3) Failure to Cure Default. If, after the Developer Cure Period (or any extension thereof) has elapsed, the City Council finds and determines that Developer remains in Default, the City Council may terminate or modify this Agreement, after compliance with the provisions of Section 65864 et seq. of the Government Code. Before ordering the termination of this Agreement, the City Clerk shall set the matter for hearing at its next most convenient meeting, and shall give not less than ten (10) days written notice of the time and place of such hearing to the Developer. The City Council shall conduct a public hearing to determine whether this Agreement should be terminated as authorized by Section 65864 et seq. of the Government Code and the provisions of this Agreement. The decision of the City Council to terminate or modify this Agreement shall be final and conclusive subject only to judicial review.

(4) Termination; City Remedies. If the City Council terminates this Agreement, after a final determination is made by City Council that the Developer is in Default and has not cured the Default within the Developer Cure Period, such termination of this Agreement shall not affect any right or duty of either party arising from entitlements or approvals, including the Projects Approvals, on the Property approved prior to the effective date of the City Council's order of termination. Notwithstanding termination of this Agreement by the City pursuant to this section, City shall have the right (i) to compel Developer by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (ii) to

require Developer to dedicate any property required for public improvements and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement, and (iii) to compel Developer by an action for specific performance to complete the dedication and improvement of the equestrian trail easements contemplated in Section 4.6 and the open space dedication or conveyance ~~as~~ contemplated ~~by Sections 4.6 and 4.7 above.~~ in Section 4.7.

6.2 Default by the City; Notice of Default. In the event the City does not timely accept, process, or render a decision on necessary development permits, entitlements, or other land or building approvals for use of the Property as provided in this Agreement or by the Project Approvals under the Applicable Rules, or if the City otherwise fails to perform its obligations under this Agreement in a timely fashion, Developer shall have the right to specifically enforce the City's obligations hereunder, provided that Developer shall first serve on City a written notice of default stating with specificity those obligations which it believes City has not performed. The City shall commence to cure the identified default(s) within twenty (20) days after receipt of the notice of default and shall complete the cure of any default within sixty (60) days after receipt of the notice of default ("City Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the City Cure Period shall be extended for the period necessary to complete the cure so long as City has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice. Where the City fails to cure a default within the City Cure Period, Developer may, in addition to the specific performance remedy provided for above, forthwith terminate this Agreement and all further rights and obligations of the Parties hereunder; provided such termination shall not affect or release any obligations of a Party that have accrued as of the date of such termination. The Parties agree that Developer's obligations in Sections 4.6 and 4.7 shall not be deemed to be "accrued" for the purpose of the prior sentence if the Agreement is being terminated because of the City's uncured default. As a result, if Developer exercises its rights to terminate this Agreement upon an uncured City default and if the City has not yet accepted dedication or conveyance of the property in Sections 4.6 and 4.7 prior to such termination, then Developer's termination of this Agreement shall terminate any remaining obligations or rights in Sections 4.6 or 4.7; provided, that such termination of this Agreement shall not waive or limit any Conditions of Approval or the Developer's obligation to comply therewith in connection with any further development of the Property pursuant to the Project Approvals. If the City defaults and fails to cure such default after the Open Space Parcel has been conveyed to the City or a third party designee pursuant to Section 4.7 or after the equestrian trails have been licensed or dedicated to the City or a third party designee pursuant to Section 4.6 then, upon such subsequent default and failure to cure, the Open Space Parcel and equestrian trails shall automatically and without any further need for action by the Parties revert in fee title to Developer's ownership. If a reversion described in the previous sentence occurs, the City shall take any action necessary to provide Developer clear title to the Open Space Parcel and equestrian trails (including without limitation execution of deeds and removal of any liens occurring after the date of such conveyance); provided, that such reversion shall not waive or limit any Conditions of Approval or the Developer's obligation to comply therewith in connection with any further development of the Property pursuant to the Project Approvals. Notwithstanding anything to the contrary in the Applicable Rules or otherwise, as provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting

tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section ~~2.22~~2.24 above or the date such approval would otherwise be in effect under applicable law, whichever is later. In connection with the statement of the Developer's remedies ~~set forth above~~in this section, Developer acknowledges, and hereby knowingly, willingly and intelligently waives any right to seek monetary damages against the City for ~~breach of~~the City's default under this Agreement.

Section 7. General Provisions.

7.1 Termination. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Project Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 7.2 below, provided that the extension of the Agreement pursuant to this sentence shall not cumulatively exceed a period of five (5) years.

7.2 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time is designated within which a Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including, without limitation, war; terrorist acts; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs, such as an annual review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs, such as the annual review); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; extraordinary unavailability of goods or materials necessary for the Project or similar bases for excused performance which are not within the reasonable control of the Party to be excused. Economic constraints, or lack of available funding or financing, shall not constitute grounds for extension under this Section 7.2. Any Party wishing to obtain an extension under this Section 7.2 shall notify the other Party of the cause for that extension within ten (10) days of the Party's actual knowledge of the force majeure event, and the period of extension shall be from the delivery of that notice until the cessation of that specified event.

7.3 Developer's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, the Developer retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that the Developer reasonably determines that continued development of the Project has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals. In the event the Developer exercises this right, it

shall nonetheless be responsible for mitigation of impacts to City resulting from development that may have occurred on the Property prior to the notice of termination, on a fair share or nexus basis, and within the thirty (30) day notice period City and the Developer shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters except for the remaining mitigation obligation in dispute. Notwithstanding anything herein to the contrary, if at any time during the term of this Agreement the Developer elects to abandon development of the portion of the Project located on the Property it owns or terminate this Agreement as provided in this Section 7.3, the Developer shall nevertheless be obligated to execute and deliver the offers of dedication and/or conveyance required under Sections 4.6 and 4.7 above with respect to the equestrian trail easements and open space dedication or conveyance described therein. The preceding sentence is not applicable in cases of a termination of this Agreement due to a City default as provided in Section 6.2 above.

7.4 Venue. Any legal action arising out of this Agreement must be filed in the Los Angeles County Superior Court.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed in the State of California.

7.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement and in accordance with all applicable laws.

7.7 Assignment. In executing this Agreement, City has relied upon the financial capabilities of Developer to construct and operate the Project. Accordingly, except for transfers to an affiliate, parent, or subsidiary entity of Developer or its partners which is controlled by Developer or such partners (which shall not require any consent from the City but which Developer shall notify City of in writing concurrent therewith), the rights and obligations of Developer under this Agreement may not be transferred or assigned in whole or in part by Developer (collectively an "Assignment") without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that any sale or lease of residential lots as provided in Section 4.5 shall not constitute an Assignment that requires City consent. City shall respond to such request in writing within ten (10) days after receipt and, in the event of any disapproval, set forth the reasons therefor. If City fails to respond within said ten (10) day period, the proposed assignment shall be deemed disapproved. The City Manager is hereby authorized to act upon any request for approval under the foregoing provision, and any approval granted by the City Manager shall constitute the action of and be binding upon the City.

7.8 Release of Transferring Owner. Upon any Assignment of the entirety of this Agreement or the rights hereunder approved by the City, the transferor shall be released of all obligations under this Agreement that relate to the Property or portion thereof being transferred to the extent arising from and after the date of the Assignment, and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the Property or portion thereof acquired by such

transferee. Except as otherwise provided in Section 4.5, in connection with each transfer of any portion of the Property or portion thereof, transferor shall require the transferee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property or portion thereof being transferred. Notwithstanding anything above to the contrary (except as provided in Section 4.5), the rights and obligations under this Agreement are non-severable and if any buyer, transferee or assignee Defaults under this Agreement, such Default shall constitute a Default by the owner of each other portion of the Property and shall entitle City to terminate this Agreement in its entirety if such Default is not timely cured. Each transferee shall be responsible for the reporting and annual review requirements relating to the portion of the property owned by such transferee.

7.9 Covenants. Until expiration of the Term, the provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property. All provisions of the Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with respect to development of the Property: (i) is for the benefit of and is a burden upon the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

7.10 Cooperation and Implementation.

(1) Processing. Upon Developer's completion of all required preliminary actions and the tender of payment (whether under protest or not) of appropriate Processing Fees, including the fee for processing this Agreement, the City shall promptly commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information required under the Applicable Rules which are necessary for the City to carry out its processing obligations. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinement and further development of the 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 shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be 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 as to require an amendment hereof. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

(2) Other Governmental Permits. Developer shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. The City shall ~~reasonably~~use good faith to cooperate, communicate and coordinate with Developer and any such third party agencies in connection with Developer's endeavors to obtain such permits.

(3) Legal Challenges. In the event of a legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate with one another in defending said action. If litigation is filed contesting the validity of this Agreement or the right of Developer to construct the Project in accordance with the provisions of this Agreement, the City, as well as Developer, shall be entitled to appear and defend against the allegations made in such litigation provided that Developer shall reimburse City for all of its expenditures actually incurred in the defense of such litigation, including, but not limited to, City's reasonable attorneys' fees and shall indemnify, defend and hold City and its representatives harmless from any such claim, action or proceeding and all costs arising therefrom or any judgment obtained in such action or proceeding. In connection with the conduct of such litigation, the City, the City Attorney and Developer shall meet and confer upon the request of the other party to formulate legal strategy for the conduct of such litigation and to control its cost. Developer shall have the right to provide input on the reasonableness of strategy and methods to ensure such costs are efficiently controlled as litigation pursuant to this subsection (3) proceeds, but any final decisions with respect to strategy and staffing of the City shall be made by City.

7.11 Relationship of the Parties. The Parties acknowledge and agree that Developer is not an agent, joint venturer or partner of the City.

7.12 Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, Registered or Certified Mail, or by reputable overnight courier or by electronic transmittal addressed to the Parties as follows:

CITY: City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773
Attn: City Manager and Director
Planning & Community Development
Facsimile:

WITH A COPY TO: McKenna Long & Aldridge LLP
300 South Grand Avenue, Suite 1400
Los Angeles, CA 90071-3124
Attn: J. Kenneth Brown, Esq.
Facsimile: (213) 687-2149

DEVELOPER: NJD, LTD., a Texas limited partnership
3300 East First Avenue, Suite 510
Denver, CO 80206
Facsimile: (303) 399-3929

WITH A COPY TO: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Michael R. W. Houston, Esq.
Facsimile: (714) 546-9035

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier or (iv) upon receipt of a electronic transmittal confirmation, provided such transmittal occurs on a business day before 5:00 p.m. at the location of the Party receiving notice, otherwise such transmittal shall be deemed to occur at 9:00 a.m. the following business day., and provided such electronic transmittal is followed by a notice sent within forty-eight (48) hours thereafter by one of the methods provided above.

7.13 Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

7.14 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any applicable law which becomes effective after the Effective Date of this Agreement, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

7.15 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

7.16 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

7.17 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party

beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.18 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter expressly contained in this Agreement. The Parties specifically acknowledge that this Agreement and the Project Approvals are intended to implement and satisfy, in full, the City's responsibilities and obligations under Sections 2 and 5 of the Settlement Agreement. Upon the Closure of the Challenge Period, the NJD Release set forth in Section 6a of the Settlement Agreement shall be deemed reaffirmed and extended to any claims for compensation for any interest in real or personal property, improvements to the realty, fixtures, equipment, inventory, lost business goodwill, relocation benefits, severance damage, precondemnation damages, litigation expenses~~,~~ (including attorneys' fees and costs), or any other compensation or damage resulting from any acts, omissions, events or circumstances occurring on or before the Effective Date of this Agreement. The Parties agree however that this Section, does not affect the rights of the Parties relative to the allocation of costs that may be subject to the provisions of the Settlement Agreement as well as those costs provided in Sections 10 (2) and (3) of the ~~Developer~~ Reimbursement Agreement ~~dated June 11, 2010.~~.

7.19 Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

7.20 Certificate of Compliance. At any time during the term of this Agreement, any lender or Party may request the other Party to this Agreement to confirm that (i) 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) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults, and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefor.

7.21 Mortgagee Protection. This Agreement shall not prevent or limit Developer, in any manner, at its sole discretion, from encumbering the portion of the Property owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees, upon request from time to time, to meet with the Developer and the representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines, in its sole good faith judgment, that such interpretation or modification is consistent with the intent and purposes of this Agreement and does not adversely impact the City's rights or obligations hereunder. Any Mortgagee of the Property, or any portion thereof, shall be entitled to the following rights and privileges:

(1) Neither the entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property, or any portion thereof, made in good faith and for value.

(2) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default or noncompliance by the Developer in the performance of its obligations under this Agreement.

(3) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default or notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed Developer under this Agreement, or (ii) sixty (60) days from delivery of the notice to Mortgagee.

(4) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of Developer under the Agreement arising prior to acquisition of title to the Property, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Project or any component thereof, except as expressly provided in Section 7.3 above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement, including the right to terminate this Agreement. In the event any Mortgagee seeks to develop or use portion of the Property acquired by such Mortgagee, such Mortgagee shall strictly comply with all of any the terms, conditions and requirements of this Agreement and the Project Approvals applicable to the Property or such part thereof acquired by the Mortgagee.

7.22 Processing of Modification. The Developer shall reimburse the City for its actual costs incurred in connection with any modification to this Agreement initiated by Developer or its Mortgagee.

7.23 Indemnity.

7.23.1 General. Developer shall indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Property, except to the extent such claims are excepted as provided below in Section 7.23.2.

(a) Developer will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Developer will promptly pay any final judgment (subject to Developer's or City's rights to appeal from such final judgment) rendered against the City, its officers, agents, or employees for any such Claims or Liabilities arising out of or in connection with the indemnity in this Section 7.23.1, and Developer agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents, or employees is made a party to an action or proceeding filed or prosecuted for Claims or Liabilities described in the indemnity in this Section 7.23.1, the City shall promptly tender its defense to Developer, who pursuant to (a) above will defend the City, its officers, agents, or employees with attorneys selected by Developer and reasonably approved by City; Developer shall bear any and all costs and expenses in such action or proceeding, including but not limited to legal costs and attorneys' fees incurred in defending the City.

7.23.2 Exceptions. The foregoing indemnity shall not include Claims or Liabilities arising solely from the gross negligence or willful misconduct of the City, its officers, agents, or employees.

7.23.3 Loss and Damage. Except as provided in Section 7.23.2, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as provided in Section 7.23.2, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

7.23.4 Period of Indemnification. The obligations for indemnity under this Section 7.23 shall begin upon the Effective Date of this Agreement and shall terminate upon termination of this Agreement; provided, that any obligations that have accrued as of the date of such termination shall survive that termination and remain enforceable by the City.

7.23.5 Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any Claims or Liabilities to Developer or any other person or property, except as specifically provided in this Agreement and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

7.23.6 Removal of this provision (Approval of Plans With Reduced Fire Protection Standards) is only acceptable to Developer is its project is approved.

7.24 Insurance.

7.24.1 Types of Insurance.

(a) Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Three Million Dollars ($3,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to increases in amount as City may reasonably require from time to time.

(b) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act of negligence (but not willful or intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives; (3) the policies are primary and noncontributing with any insurance that may be carried by City; and (4) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on contemplated use and activities on the Property.

7.24.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(a) For insurance required above, within thirty (30 days) after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, at least thirty (30) days prior to expiration of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder after giving notice and an opportunity to cure.

7.25 Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

7.26 Periodic Reviews.

(1) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement as provided in the Enabling Resolution ("Annual Review(s)"). The documented cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer based upon either the standard fee schedule for such review adopted or approved by the City (if one is in effect) or, if there is no standardized schedule, then upon the actual and indirect third party cost to the City of such review~~. If such reimbursement is based upon actual costs, such reimbursement shall include all direct and indirect expenses actually and reasonably incurred in connection with such annual reviews~~. The Developer shall deposit with the City the reasonable costs estimated by the City for the Annual Review; and any excess deposit above the actual and indirect third party cost of the review, or the standard City fee, ~~as applicable,~~ shall be promptly refunded to the Developer~~ and, if~~. If the deposit is insufficient to pay the actual and indirect third party cost of the review~~ in the event the reimbursement is based upon actual cost~~, then the Developer shall pay the difference to the City within 15 days of ~~Notice by the City to the Developer of the insufficiency~~notice.

(2) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time ("Special Review(s)"). The cost of such Special Reviews shall be borne by the City, unless the City Council determines as a result of such Special Review that Developer is not acting in good faith compliance with the material provisions of this Agreement. In such cases, Developer shall reimburse City for all actual and reasonable costs, direct and indirect, incurred in conjunction with such a Special Review.

(3) Conduct of Reviews. The City Manager, or designee, or the City Council, shall cause the Annual and Special Reviews to be conducted. City's failure to timely conduct any Annual review shall not constitute or be construed as a breach or default under this Agreement. Any review by a party other than the City Council shall be provided to the City Council. A review concluding the Developer has complied with the terms of this Agreement may be considered by the City Council as a consent calendar item. Any review that recommends a finding that the Developer has not acted in good faith compliance with the provisions of this Agreement shall require City Council ratification and adoption at a public meeting at which the Developer shall be entitled to appear.

7.27 Record of Applicable Rules. Upon the Developer's written request to the City delivered within ~~sixty (60~~one hundred and twenty (120) days after the Effective Date of this Agreement, and at the Developer's sole cost and expense, City and Developer shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Developer, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both Parties.

7.28 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

7.29 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Developer, and any lawful successor in interest of the Parties. Whenever the term "Developer" is used herein, such term shall include any other lawfully approved successor in interest of Developer. Nothing in this Section shall limit or waive the restrictions in Section 7.7 above.

7.30 Conflicts of Interest. The City represents and warrants that, to the actual knowledge of the City Manager, no member, official or employee of the City has any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

7.31 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement.

7.32 Attorneys Fees. In the event of any action between City and Developer seeking enforcement of any of the terms and conditions to this Agreement, the prevailing party in such action shall be awarded, in addition to such relief to which such party entitled under this Agreement, its reasonable litigation costs and expenses, including without limitation its expert witness fees and reasonable attorney's fees.

[*SIGNATURES FOLLOW ON NEXT PAGE*]

ATTEST:

_____

_____, City Clerk

APPROVED AS TO FORM:

McKenna Long & Aldridge LLP

By: _____

CITY:

CITY OF SAN DIMAS,
a municipal corporation

By: _____

Name: _____

Title: _____

DEVELOPER:

NJD, LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

EXHIBIT A

Description of the Property

EXHIBIT B

Location Map

EXHIBIT B-1

Location of Additional Property

EXHIBIT B-2

Description of Additional Property

EXHIBIT C

Developer Fees as of Effective Date

EXHIBIT D

Enabling Relocation

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of San Dimas
245 East Bonita Avenue
San Dimas, California 91773
Attn: City Clerk

No Recording Fee (Government Code Section 6103)

(Space above for recorder's use)

Agreement No. 2010-

DEVELOPMENT AGREEMENT

by and between

CITY OF SAN DIMAS,
a general law city and municipal corporation

and

NJD, LTD.,
a Texas limited partnership

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Exhibit B-1	Location of Additional Property
Exhibit B-2	Description of Additional Property
Exhibit C	Developer Fees as of Effective Date
Exhibit D	Enabling Relocation

RESOLUTION PC-1431

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS RECOMMENDING CITY COUNCIL APPROVAL OF A DEVELOPMENT AGREEMENT RELATING TO THE APPROVAL OF A RESIDENTIAL DEVELOPMENT FOR 61 SINGLE-FAMILY RESIDENTIAL LOTS IN THE NORTHERN FOOTHILLS OF SPECIFIC PLAN NO. 25

WHEREAS, an application was filed for a Development Agreement by:

NJD Limited
3300 E. First Avenue, Suite 510
Denver, CO 80206

Representative: Stan Stringfellow

WHEREAS, the Development Agreement relates to General Plan Amendment 08-02, Specific Plan Amendment 08-04 and Tentative Tract Map 70583 to allow the development of 61 single-family residential lots in the northern foothills and located within Specific Plan No. 25;

WHEREAS, a public hearing was duly noticed for the meeting of November 17, 2010, and continued to the meeting of December 1, 2010;

WHEREAS, pursuant to the California Environmental Quality Act ("CEQA"), an Environmental Impact Report was properly and legally prepared and processed by the City;

NOW, THEREFORE, in consideration of the evidence received at the hearing, and for the reasons discussed by the Commissioners at the hearing, the Planning Commission now finds as follows:

A. The Development Agreement is in the best interests of the City, promoting the public interest and welfare, and the terms of the agreement have been found by the City to be fair, just and reasonable. The agreement and the development will provide economic benefits upon construction and completion, provide new open space area and equestrian trails and trail linkage, provide improved drainage and provide a requirement for timely construction of the development's infrastructure.

B. With approval of the resolution approving the Final Environmental Impact Report, Findings and Statement of Overriding Considerations, along with the resolutions approving the General Plan Amendment and Specific Plan No. 25 Amendment, the Development Agreement is consistent with applicable

provisions of the General Plan and Specific Plan No. 25. Specifically, the density, location of access and lots, building pads, grading, and equestrian use shall be consistent with the General Plan and Specific Plan.

PURSUANT TO THE ABOVE FINDINGS, IT IS RESOLVED that the Planning Commission hereby recommends that the City Council adopt an ordinance approving the Development Agreement as attached hereto as Exhibit "A".

PASSED, APPROVED, AND ADOPTED, the 1st day of December, 2010, by the following vote:

AYES: Bratt, Davis, Ensberg, Rahi, Schoonover

NOES: None

ABSENT: None

ABSTAIN: None

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton
Planning Commission Secretary

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement" or "Development Agreement") is made and entered into as of _____, 2010, by and between the CITY OF SAN DIMAS, a general law city and municipal corporation ("City"), and NJD, LTD., a Texas limited partnership ("Developer") pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

(a) Developer is the owner of certain real property which is located in the City, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference and is shown on the location map attached hereto as Exhibit B (hereafter "Property"); and

(b) Developer has contractual rights to acquire approximately 76.7 acres of property in the City adjacent to the Property, commonly known as Assessor's Parcel Numbers ("APN") 8665-001-004 and 8165-001-005, more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference (the "Additional Property"). The Additional Property is depicted on Exhibit B-1 and described on Exhibit B-2 attached hereto and incorporated herein by reference. Developer's rights to acquire the Additional Property are established by that certain Option Agreement and Right of First Refusal, as amended ("Option Agreement"), as evidenced by that recorded Amendment to Memorandum of Option Agreement and Right of First Refusal recorded as Instrument No. 2008-1872650 in Los Angeles County, California. County Official Records on October 21, 2008. As provided by Sections 4.3 and 4.4 of that Option Agreement, Developer is entitled to seek Project-related approvals and the current fee owner is obligated to cooperate in seeking such approvals. At such time that Developer becomes fee owner of the Additional Property an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1, shall become part of the "Property" for purposes of this Agreement. The Parties agree that this is a sufficient beneficial interest for an approximately 40 acre portion of the Additional Property to be included in this Agreement.

(c) Developer desires to construct a Project (as hereinafter defined) on the Property consisting, among other improvements and amenities, of sixty-one (61) single family homes and approximately eighty-four (84) acres of open space; and

(d) Developer and City are also parties to that certain Settlement Agreement & Release dated as of December 21, 2004 (the "Settlement Agreement"), pursuant to which the current Project is being processed; and

(e) Concurrently with or prior to approval of this Agreement, City has approved and adopted General Plan Amendment No. 99-1, as amended by _____ (the "General Plan Amendment") and Specific Plan No. 25, as amended by _____ (the "Specific Plan"), Tentative Tract Map No. 70583 ("TTM") and the other Project Approvals (as hereinafter defined) applicable to the Project; and

(f) The Project is fully described in the FEIR (as hereinafter defined) and the Project Approvals, which are on file with the City; and

(g) Developer's TTM and other Project Approvals allowing construction of the Project have been conditionally approved concurrently herewith, and the Conditions of Approval (as hereinafter defined) applicable thereto have been accepted by the Developer as being lawfully imposed thereon; and

(h) Developer has applied to the City for approval of this Agreement pursuant to the provisions of the Development Agreement Act (as hereinafter defined), the Enabling Resolution (as hereinafter defined), and other applicable laws; and

(i) The City is authorized pursuant to the Development Agreement Act and other applicable laws to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property as therein described; and

(j) The City desires to obtain the binding agreement of the Developer for the development of the Project in accordance with the provisions of this Agreement; and

(k) Developer desires to obtain the vested right from the City to allow Developer to develop the Project in accordance with the provisions and requirements of this Agreement, the Project Approvals, the Conditions of Approval and the Applicable Rules (as hereinafter defined), including only those modifications, changes or additions to those Applicable Rules permitted or required by this Agreement; and

(l) The Planning Commission and the City Council of the City have each conducted a duly noticed public hearing to consider the approval of this Agreement pursuant to Government Code Section 65867 and each has found that the provisions of this Agreement are consistent with the City's adopted plans and policies, the General Plan (as hereinafter defined), and the Specific Plan; and

(m) An environmental review has been conducted and completed with regard to the Project and a FEIR was certified by the City Council on _____, _____, in accordance with CEQA (as hereinafter defined), including all State and local guidelines, which FEIR contemplates a development agreement and its execution by the Parties as one component of the Project; and

(n) This Agreement is in furtherance of the public health, safety and welfare of the residents of the City and the surrounding region, and will serve the public interest, convenience and necessity of the City and its residents and the surrounding region; and

(o) The City Council has specifically considered and approved the impact and benefits of the Project upon the welfare of the City and the region; and

(p) This Agreement will serve to eliminate uncertainty in planning and will provide for the orderly development of the Project in a manner consistent with the Applicable Rules and the General Plan and Specific Plan; and

(q) This Agreement will provide Developer with the assurance that it can complete the Project and that the Project will not be changed, delayed or modified after the Effective Date (as hereinafter defined) of this Agreement, except pursuant to the provisions of this Agreement; and

(r) The Project will provide substantial benefit to the City by providing, without limitation, increased tax and other revenues, the construction and dedication of public improvements, the offer for dedication to permanent public open space of approximately eighty-four (84) acres, the provision for dedication and improvement of equestrian trails connecting Horse Thief Canyon Park and the Sycamore Canyon trail system, and the creation of job opportunities for residents of the City.

AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and the Enabling Resolution, and in consideration of the premises and mutual promises and covenants herein contained, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Incorporation of Recitals.

The foregoing recitals are hereby acknowledged and affirmed by the Parties and are incorporated herein as a substantive term of this Agreement.

Section 2. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

2.1 "Applicable Rules" means, as provided in Government Code Section 65866, the rules, regulations, and official policies, including but not limited to those contained in the City's General Plan (as Amended by the Project Approvals), Municipal Code (as Amended by the Project Approvals), Specific Plan No. 25 (as amended by the Project Approvals) and Zoning Regulations (defined below), governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications applicable to development of the Property, whether adopted by the City Council or the voters in an initiative, which are in force as of the Effective Date of this Agreement. During the term of this Agreement and except as otherwise expressly provided herein, (1) the permitted uses of the Property; (2) the density or intensity of that use; (3) the maximum height and size of proposed buildings on the Property; and (4) the provisions for reservation or dedication of land for public purposes applicable to the Property shall be those provided by the "Project Approvals" (as defined below), including, without limitation, the "General Plan" (as defined below), the "Specific Plan" (as defined below), and the TTM. Applicable Rules shall also mean and include all Developer Fees (as hereinafter defined) and Processing Fees (as hereinafter defined) in effect from time to time during the term of this Agreement and there shall be no limit upon the Developer Fees and the Processing Fees payable with respect to the Project by virtue of this Agreement. Notwithstanding anything above contained in the definition of the Applicable Rules

which appears to be to the contrary, (i) this Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations and policies which do not conflict with the Project Approvals or Applicable Rules applicable to the Property as set forth herein ("New Rules"), nor prevent the City from denying or conditionally approving any subsequent development project application on the basis of such New Rules, and (ii) this Agreement shall not prevent the City from imposing reasonable conditions or restrictions on future tentative subdivision or parcel maps and/or conditional use permits where such conditions or restrictions are necessary to avoid putting the residents of the Project or the area immediately surrounding the Project in a condition which would adversely impact their health or safety, or both, based on objective and identified health and safety standards. Notwithstanding anything above to the contrary, the term "Applicable Rules" shall not limit the application to the Project of new rules, regulations, and official policies of the City governing design, improvement and construction standards and specifications (each a "Design Rule") if (i) such change is a citywide change applying uniformly throughout the City, and (ii) except for update or adoption of uniform codes pursuant to the next sentence (which shall apply to the Project in any event), such change does not impose a material adverse financial impact upon the overall Project or the development thereof as contemplated by this Agreement; provided, further, that the additional time, if any, necessary to comply with a change in a Design Rule (as opposed to the additional cost or expense of compliance) shall not, in itself, constitute a material adverse financial impact. Notwithstanding anything herein to the contrary, the Developer Parties specifically acknowledge and agree that the construction of the Project shall be subject to (i) any adoption or update of building, electrical, mechanical, fire, pool or other similar uniform codes of citywide scope which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including all applicable California Building Standards Codes (as defined below) or (ii) are City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations or ordinances). Nothing in this Agreement deprives Developer of any rights it may have under Government Code Section 66474.2(a) and nothing in this Agreement constitutes a waiver by Developer of such rights.

2.2 "California Building Standards Codes" means those building, electrical, mechanical, fire, pool and other similar regulations, which are mandated by state law and which become applicable throughout the City, including, but not limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, and the California Fire Code (including those amendments to the promulgated California codes which reflect local modification to implement requirements justified by local conditions, as allowed by state law, and which are applicable City-wide).

2.3 "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000, et seq.) (the "Act") and the guidelines promulgated by the Governor's Office of Planning and Research in accordance with said Act (the "Guidelines"), as they now exist or may hereafter be amended.

2.4 "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals as of the date hereof, as they may be amended or modified by the City prior to recording of the Final Map in order to comply with the requirements of other approving agencies (e.g., without limit, USFWS, CDFG, Division of Dam

Safety) including all requirements of any applicable Mitigation Monitoring Program, and any additional conditions of approval hereafter imposed on the Project consistent with Section 5.1.2 below.

2.5 "Developer Fees" mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including Section 66000, *et seq.*, of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees. **[We are discussing with the City your requested fix to the type of City Development Fees applicable to the Project and the amount of those fees. This is an open point.]**

2.6 "Development Agreement" or "Agreement" means this Agreement.

2.7 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

2.8 "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

2.9 "Effective Date" shall mean the date this Agreement, fully executed, is recorded in the Office of the Recorder of Los Angeles County.

2.10 "Enabling Resolution" means Resolution No. _____ adopted by the City Council on _____, _____ (Exhibit C hereto).

2.11 "FEIR" shall mean that certain Final Environmental Impact Report (FEIR) (SCH#2010051020) which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA. "Mitigation Monitoring Program" shall mean the mitigation measures imposed upon the Project pursuant to the FEIR and the Conditions of Approval.

2.12 "General Plan Amendment" means that certain General Plan Amendment to General Plan 99-1, approved by the City Council by Resolution No. __.

2.13 "Ministerial Permit(s)" or "Ministerial Approval(s)" mean a permit or approval including, but not limited to, building permits, grading permits, zone clearances and certificates of occupancy, which require the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

2.14 "Mortgagee" means a mortgagee of a mortgage or a beneficiary under a deed of trust encumbering all or a portion of the Property.

2.15 "Phase" shall mean any discrete portion or part of the Project developed by the Developer or any successor in interest thereto.

2.16 "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, subdivision or parcel maps, inspection fees and certificates of occupancy. Processing Fees shall not mean or include Developer Fees.

2.17 "Project" means the project as described in the General Plan Amendment, Specific Plan Amendment, TTM and the other Project Approvals.

2.18 "Project Approvals" shall mean, collectively, the Specific Plan (including the Specific Plan Amendment), the General Plan (including the General Plan Amendment), the TTM, this Agreement and any other plans, maps, permits and entitlements of every kind and nature specifically applicable to the Project, and shall also include any subsequent project specific approvals obtained by the Developer. To the extent that any of the Project Approvals are amended, from time to time, "Project Approvals" shall include, if Developer and City agree in writing, such matters as so amended. If this Agreement is required by law to be amended in order for "Project Approvals" to include any such amendments, then "Project Approvals" shall not include such amendments unless and until this Agreement is so amended.

2.19 "Property" means the real property described on Exhibit A and shown on the Location Map attached as Exhibit B. Upon Developer obtaining fee title to the Additional Property, an approximately 40-acre portion of the Additional Property, as depicted on Exhibit B-1, shall be deemed part of the "Property" for the purpose of this Agreement.

2.20 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the power to enact and implement rules, regulations, ordinances and policies after the Effective Date with respect to development or use of the Project that may be in conflict with the Applicable Rules, but are: (1) necessary to prevent or remedy conditions which the City has found to be injurious or detrimental to the public health or safety based on objective and identified health and safety standards; (2) necessary to implement California Building Standards Codes; (3) necessary to comply with state or federal laws, rules and regulations (whether enacted previous or subsequent to the Effective Date) or to comply with a court order or judgment of a state or federal court; (4) Design Rule changes described in Section 2.1 above; (5) agreed to or consented to by Developer; (6) are City-wide fees or charges of general applicability **[OPEN]**; or (7) are City-wide laws, regulations or ordinances relating to energy and/or resource conservation (so-called "sustainability" or "green building" laws, regulations, or ordinances).

2.21 "Specific Plan" means Specific Plan No. 25, as amended, as approved by the City prior to or concurrent with this Agreement pursuant to Resolution No. __.

2.22 "Term" means the term of this Agreement, which shall commence on the Effective Date of this Agreement and shall terminate ten (10) **[We have noted your request to the City for a longer term, this is an open point.]** years from and after the Effective Date of this Agreement unless modified or extended as set forth in this Agreement or by mutual written consent of the Parties hereto. If any party other than Developer initiates litigation that challenges the Project or the Existing Project Approvals, then Developer will have the right to toll commencement of the Term. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate when (1) a final order is issued in said litigation that upholds the Project and the Project Approvals or (2) the litigation is dismissed with prejudice by all parties; whichever occurs first; provided that any tolling shall not exceed twelve (12) months unless the City consents thereto.

2.23 "TTM" means that certain Tentative Tract Map No. 70583 for the subdivision of the Property and a portion of the Additional Property into 61 residential lots, lettered common area lots, and related improvements, approved by the City Council pursuant to Resolution No. _____.

2.24 "Zoning Regulations" shall mean the official zoning regulations of the City.

Section 3. Recitals of Premises, Purpose and Intent.

3.1 State Enabling Statute. 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 adopted the Development Agreement Act which authorized any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

3.2 Intentionally Omitted

3.3 Property Ownership. The Developer is the owner of the Property and has a legal and equitable interest in the Additional Property and thus is qualified to enter into and be

a party to this Agreement. Upon becoming fee title owner of the Additional Property, an approximately 40 acre portion of such property generally depicted on Exhibit B-1 shall be deemed part of the Property. The remainder of the Additional Property shall not be governed by or encumbered by this Agreement or the Project Approvals. After tentative map approval for subdivision of the Additional Property, the parties shall execute such documents as necessary to cause this Agreement to be removed from record title to the remainder of the Additional Property.

3.4 Development of the Property. It is the Developer's intent to develop the Property as described in the Project Approvals. The Parties hereby agree that, for the Term of this Agreement, the Developer shall have a vested right to develop the Property and the Project in accordance with, and to the extent of, the Project Approvals, the Applicable Rules, the Conditions of Approval and this Agreement.

3.5 Public Objectives. In accordance with the legislative findings set forth in Section 65864 of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the Applicable Rules and the Project Approvals in a manner which is consistent with the surrounding community. Moreover, this Agreement will eliminate uncertainty in planning for and will secure orderly development of the Project, assure installation of necessary improvements, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted.

Section 4. Project Development.

4.1 Project Development; Entitlement to Develop. In consideration of the premises, purposes and intentions set forth in Section 3, above, Developer agrees that it will use commercially reasonable efforts to develop the Project in accordance with the terms set forth in this Agreement, the Project Approvals and the Applicable Rules. Developer may develop the Property or any portion thereof with a development of lesser height or density than that currently approved, provided that such development otherwise complies with the Applicable Rules, the Project Approvals, the Conditions of Approval and this Agreement.

The City has determined that the Project is consistent with the General Plan (as amended) and the Specific Plan (as amended). Notwithstanding anything herein to the contrary, including anything contained in Section 4.2 below, as a condition to the continued effectiveness of this Agreement, (i) Developer shall record a final subdivision map with respect to at least one-third (1/3) of the residential lots contained in the Project (and enter into all required subdivision improvement agreements and post all required subdivision bonds in connection therewith) prior to the third anniversary of the Effective Date of this Agreement, and (ii) prior to the fifth anniversary of the Effective Date, Developer shall complete all subdivision improvements required as a result of that map recordation, including all roads, equestrian trails, backbone infrastructure and other like public improvements. At the time of completing those first phase improvements, Developer shall complete the dedication and improvement of the equestrian trails described in Section 4.6 below if that dedication and improvement has not previously occurred. If Developer fails to record that map or complete those improvements by

the outside dates set forth above, City may, at any time prior to completion of those actions, terminate this Agreement upon written notice to the Developer. City's only remedy for Developer's failure to timely record that map or complete those improvements by those outside dates set forth above shall be to terminate this Agreement and City shall not have the right to compel Developer to complete those actions by an action for specific performance.

4.2 Timing of Development and Allotment. The Parties acknowledge that the Developer cannot at this time predict when or the rate at which the Project would be developed and they acknowledge that the actual rate of development will depend upon numerous factors which are not all within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, availability of financing and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal.3d 465, that the failure of the parties therein to 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 intent of the Developer and City to hereby cure that defect by acknowledging and providing that, except as otherwise provided by the Project Approvals, Applicable Rules or this Agreement, including Section 4.1 above, the Developer shall have the right to develop the Property in such order and at such rate and at such times as the Developer deems appropriate within the exercise of its sole and subjective business judgment. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Property with the permitted uses of land and the density and intensity of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals, the Conditions of Approval and the terms of this Agreement.

4.3 Moratorium. No City-imposed moratorium or other limitation (including, without limit, limitations relating to the rate, timing or sequencing of the development or construction of all or any part of the Property or any phase thereof, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Property or Project Approvals to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations or to the City's exercise of its Reserved Powers.

4.4 City Services. Subject to Developer's installation of infrastructure in accordance with the requirements of the Project Approvals, Conditions of Approval, Applicable Rules and any subsequent additional Discretionary Approvals, if any, sought by Developer to implement the Project under any New Rules or Design Rules, City has determined and hereby finds that it will have sufficient capacity in its infrastructure, services and utility systems, including, as applicable, traffic circulation, storm drainage, sewer collection, sewer treatment, sanitation service and water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City hereby

agrees that it will serve the Project and that there shall be no restriction on hookups or service for the Project.

4.5 Partial Termination. Developer shall have the right to request that the City approve a partial termination of this Agreement to release a portion(s) of the Property from the Agreement's obligations and benefits ("Partial Termination"). A Partial Termination may be approved by the City if Developer demonstrates to the City's satisfaction, in its sole and independent judgment, that the portion of the Property to be released from the Agreement obligations is not needed to satisfy any of the obligations established in the Agreement. If the City makes such a determination, such released Property shall not be subject to any of the obligations created in this Agreement, and similarly, will not receive any of the benefits created in this Agreement. Notwithstanding anything in this Agreement, the obligations of Developer in this Agreement are not intended to and shall not encumber any portion of the Property that has been finally subdivided, constructed and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user as a residential lot. Upon any such sale or lease, the residential lot shall be automatically and without further need for approval by the Parties be released from the duties and obligations of the Developer under this Agreement. Despite the intention of the Parties for this paragraph to be self-executing, the City shall execute a recordable instrument sufficient to release the Developer's obligations in this Agreement from a residential lot within thirty (30) days of a written request by Developer or any person with ownership rights to such residential lot. No such owner of an individual lot shall have the right to assert any rights of Developer under this Agreement, and Developer shall remain the responsible party for purposes of exercising any of those rights.

4.6 Equestrian Trails. In connection with development of the Project and prior to the earlier of issuance of any certificates of occupancy with respect to any of the improvements within the Project or the fifth (5th) anniversary of the Effective Date, the Developer shall construct and offer for dedication to the public (or convey to a third party designated by the City if the City so elects) an equestrian trail within the Property connecting Horse Thief Canyon Park and the Sycamore Canyon trail system. The Developer shall have no obligation to maintain these trails following improvement by the Developer, and such maintenance shall be performed by either the City or a third party designated by the City following dedication or transfer thereof as provided above; provided, however, that if the City elects to designate a third party to maintain the trails, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. The equestrian trail shall be located substantially as shown on Exhibit B attached hereto and shall meet all requirements of the Project Approvals and all Conditions of Approval applicable thereto.

4.7 Dedication or Transfer of Open Space Parcel. At such time as City shall direct following the Effective Date of this Agreement but in no event later than the expiration of the Term, Developer shall offer for dedication to the public (or convey to a third party designated by the City if the City so elects) an approximately eighty-four (84) acre tract of undeveloped property as permanent public open space area (the "Open Space Parcel"). If the City elects to designate a third party to receive conveyance of the Open Space Parcel, the City shall first obtain the Developer's written consent to the identity and qualifications of the third party, which consent shall not be unreasonably withheld. Dedication by Developer shall be free of all liens or

encumbrances but may be subject to a Section 1542 waiver and release for Developer's benefit with respect to all disclosed or unknown conditions. The City or approved third party designee shall take title subject to, and Developer shall have a right to record prior to conveyance, a deed restriction on the Open Space Parcel restricting the uses of this parcel from development that would materially impair the successful marketing, sale and use of the Project. The approximate location of the Open Space Parcel is shown on Exhibit B attached hereto. City shall not have any obligation to issue certificates of occupancy with respect to any improvements constructed on the Property until this condition has been satisfied or the City elects, in its sole and absolute discretion, to waive or defer that requirement; provided, however, if Developer is otherwise entitled to certificates of occupancy and City has not yet tendered its direction to Developer to offer the Open Space Parcel for dedication, then City shall have thirty (30) days from Developer's request for certificates of occupancy to do so. If a written request for dedication is not delivered to Developer within such thirty (30) day period then the condition requiring dedication prior to the issuance of those requested certificates of occupancy shall be waived; provided, however, that such Open Space Parcel's dedication obligation shall continue as otherwise provided in this Agreement and shall apply prior to the issuance of any further certificates of occupancy.

Section 5. Changes.

5.1 Nonapplication of Changes; Additional Conditions of Approval and Other Exceptions.

5.1.1 Nonapplication of Changes to Applicable Rules Without Developer Consent. The adoption of any change in the Applicable Rules, adopted or becoming effective after the Effective Date of this Agreement, shall not be applied to the Project, unless the Developer gives written notice to the City of its election to have such change in the Applicable Rules applied to the Project, which it may grant or withhold in Developer's sole and absolute discretion, or unless such change in the Applicable Rules constitutes a lawful exercise of the City's Reserved Powers or is otherwise expressly authorized by this Agreement.

5.1.2 Additional Conditions of Approval. Although no additional conditions or dedications shall be imposed by the City on the development of the Project, the Parties acknowledge and agree that, in approving any tentative subdivision maps with respect to the Property filed after the date of this Agreement, the City reserves its right to impose normal and customary dedications pursuant to the Applicable Rules for rights of way or easements for public access, utilities, water, sewers, and drainage necessary for the Property. In addition, nothing in this Section 5.1 shall preclude the City from requiring further conditional use permits, planned unit development permits, site plan reviews and other development permits and approvals with respect to the Project that are provided for by the Applicable Rules.

5.1.3 Changes in Building Codes. As set forth above in Section 2.1, notwithstanding any provision of this Agreement to the contrary, any Project improvements that are not yet completed shall be subject to changes occurring from time to time resulting from the City's adoption of building regulations based on the recommendations of a multi-state professional organization and which become applicable throughout the City, including, but not limited to, the California Building Standards Codes and other similar or related uniform codes.

5.1.4 Changes Mandated by Federal or State Laws or Regulations. In the event that any Federal, State, County or multi-jurisdictional laws or regulations (collectively "Federal or State law or regulation") enacted after the Effective Date prevents or precludes compliance with one or more of the provisions of this Agreement or the Applicable Rules, such provisions of this Agreement or the Applicable Rules shall be modified or changed as necessary to comply with such Federal or State law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Project. In the event City has discretion to do so, the City shall interpret and implement a Federal, State, County or multi-jurisdictional law or regulation in a manner that minimizes, so far as reasonably possible, the adverse impact to the Developer's rights in the Project Approvals or under this Agreement. Where City or Developer believes that such modification or change is required, that Party shall take the following actions:

(a) Notice and Copies. The Party which believes a change or addition is required shall provide the other Party hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(b) Modification Conferences. The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation consistent with the provisions of Section 5.1.4 above. In such discussions, the City and the Developer agree to preserve the terms of this Agreement and the rights of the Developer and the City derived from this Agreement to the maximum feasible extent while resolving the conflict.

(c) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in this Agreement or the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then, the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next most convenient meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Developer and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Developer, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

5.1.5 Cooperation in Securing Permits. Upon Developer's request, the City shall reasonably cooperate with Developer, at no cost or expense to the City, in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project required for the development of the Project, including, without limitation, any permits or approvals required as a result of a modification pursuant to Section 5.1.4 above.

5.1.6 Changes in Processing Fees and Developer Fees. Notwithstanding anything herein to the contrary, development of the Property and construction of the Project shall be subject to payment of all applicable Processing Fees and Developer Fees which may be in

effect from time to time and which are then applicable to the Project in accordance with the terms thereof.

5.1.7 Developer's Right to Contest New or Increased Fees, Charges or Assessments. Nothing in this Agreement shall prevent Developer from contesting, in any appropriate forum, the imposition or the amount of any Processing Fees, Developer Fees, or other fees, charges or assessments, or any increase therein. Such right of protest shall not extend to the existence or amount of any Developer Fees or Processing Fees in effect as of the Effective Date of this Agreement, and the Developer hereby agrees to pay the same pursuant to the terms of this Agreement and the City's normal fee payment schedule without objection thereto. Notwithstanding any pending good faith contest of such new or increased fees, charges or assessments, City shall proceed with issuance of all required Ministerial Approvals with respect to the Project and shall not withhold or delay issuance of those Ministerial Approvals based upon any pending protest or appeal with respect to such fee, charges or assessments; provided any contested amount has been paid to City under protest with a reservation of rights.

5.1.8 Ministerial Permits. The City shall not require Developer to obtain any Ministerial Permits for the development of the Project in accordance with this Agreement other than those required by the Applicable Rules or by agencies unrelated to the City. Any Ministerial Permit required under the Applicable Rules shall be governed by the Applicable Rules.

5.1.9 Discretionary Approvals. Any approval involving a Discretionary Action or Discretionary Approval and required or needed after the Effective Date in order to commence or complete the approved Project, which does not materially change, modify or alter the Project, shall be governed by the Applicable Rules. Any subsequent Discretionary Action or Discretionary Approval sought by Developer in connection with a modification which materially changes, modifies or alters the Project shall be subject to all then applicable governmental rules, regulations and requirements without limitation to the Applicable Rules. Notwithstanding anything to the contrary contained herein, no subsequent Discretionary Action or Discretionary Approval shall require further CEQA review unless the City finds, based on substantial evidence, that such further CEQA review is required in order to comply with CEQA.

5.1.10 Timely City Actions. The City agrees to timely consider and act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a Discretionary Action or Discretionary Approval implementing the approved Project. City's obligations in this Section 5.1.10 are conditioned upon Developer satisfactorily complying with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by the City for processing applications for such Discretionary Actions or Discretionary Approvals or Ministerial Permits/Ministerial Approvals.

5.1.11 Interim Uses. City agrees that, until development of the Project, the Developer may continue the present use and operation of the Property.

5.1.12 Additional Staffing. If standard City staffing fails to result in processing of any permits or approvals as promptly as reasonably required for timely development of the Project by Developer, then the City agrees, upon request of Developer, to reasonably cooperate with Developer in hiring additional staff or consultants as City determines appropriate to process required Ministerial Permits and Approvals or Discretionary Actions and Approvals. The Developer shall reimburse the City for all direct and indirect costs of such staff or consultants, and any required training thereof, within thirty (30) days after Developer receives an invoice identifying such reimbursable expenses; provided, the Developer shall have the right to audit such costs, at its expense, upon request.

5.1.13 Term of Project Approvals. As provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.22 above.

5.1.14 Minor Modifications. It is contemplated that Developer may in the future desire to change or modify the Project based on, without limitation, precise planning, precise grading, structure siting on lots, road or trail configuration, drainage patterns or drainage needs, changes in market demand, or other factors in a manner that will not lead to a material increase in the severity of environmental impacts or materially change the Project as approved ("Minor Modifications"). Such Minor Modifications are contemplated by City and Developer as being within the scope of this Agreement as long as they are consistent with the Applicable Rules and shall, upon approval by City, continue to constitute the "Project Approvals" as referenced herein. The Parties agree that such Minor Modifications in Project Approvals that do not materially alter the Project may be agreed to in writing by the City Manager and the Developer. All Minor Modifications will require approval in accordance with the Applicable Rules. The Parties agree that any such Minor Modifications shall not constitute an amendment to this Agreement nor require an amendment to this Agreement.

Section 6. Default Provisions.

6.1 Default by Developer. In the event the Developer does not perform its obligations under this Agreement ("Defaults") in a timely manner, the City shall have all rights and remedies provided herein or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of Developer under this Agreement, or modifying or terminating this Agreement, provided that (i) City hereby waives any right to seek consequential damages from Developer for such breach or any monetary damages for the failure to start or complete the Project and (ii) the City has first complied with the following procedure:

(1) Notice of Default. The City shall give to Developer written notice of default identifying with specificity Developer's alleged Default(s).

(2) Period to Cure Non-Compliance. Twenty (20) days after service of the notice of default, Developer shall forthwith commence to cure the identified Default(s), and Developer shall complete the cure of such Default(s) within a reasonable period of time not

to exceed sixty (60) days thereafter ("Developer Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the Developer Cure Period shall be extended for the period necessary to complete the cure so long as Developer has timely commenced to cure such Default(s) and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice.

(3) Failure to Cure Default. If, after the Developer Cure Period (or any extension thereof) has elapsed, the City Council finds and determines that Developer remains in Default, the City Council may terminate or modify this Agreement, after compliance with the provisions of Section 65864 et seq. of the Government Code. Before ordering the termination of this Agreement, the City Clerk shall set the matter for hearing at its next most convenient meeting, and shall give not less than ten (10) days written notice of the time and place of such hearing to the Developer. The City Council shall conduct a public hearing to determine whether this Agreement should be terminated as authorized by Section 65864 et seq. of the Government Code and the provisions of this Agreement. The decision of the City Council to terminate or modify this Agreement shall be final and conclusive subject only to judicial review.

(4) Termination; City Remedies. If the City Council terminates this Agreement, after a final determination is made by City Council that the Developer is in Default and has not cured the Default within the Developer Cure Period, such termination of this Agreement shall not affect any right or duty of either party arising from entitlements or approvals, including the Projects Approvals, on the Property approved prior to the effective date of the City Council's order of termination. Notwithstanding termination of this Agreement, City shall have the right (i) to compel Developer by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, including, without limitation, bringing an action against any bonds posted to secure the construction of those improvements, and (ii) to require Developer to dedicate any property and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement, and (iii) to compel Developer by an action for specific performance to complete the dedication and improvement of the equestrian trail easements and the open space dedication or conveyance as contemplated by Sections 4.6 and 4.7 above.

6.2 Default by the City; Notice of Default. In the event the City does not timely accept, process, or render a decision on necessary development permits, entitlements, or other land or building approvals for use of the Property as provided in this Agreement or by the Project Approvals under the Applicable Rules, or if the City otherwise fails to perform its obligations under this Agreement in a timely fashion, Developer shall have the right to specifically enforce the City's obligations hereunder, provided that Developer shall first serve on City a written notice of default stating with specificity those obligations which it believes City has not performed. The City shall commence to cure the identified default(s) within twenty (20) days after receipt of the notice of default and shall complete the cure of any default within sixty (60) days after receipt of the notice of default ("City Cure Period"). If a Default cannot be reasonably cured within sixty (60) days, the City Cure Period shall be extended for the period necessary to complete the cure so long as City has timely commenced to cure such Default(s)

and continues to diligently pursue curing such Default(s) to completion within not more than one hundred twenty (120) days after service of the notice. Where the City fails to cure a default within the City Cure Period, Developer may, in addition to the specific performance remedy provided for above, forthwith terminate this Agreement and all further rights and obligations of the Parties hereunder; provided such termination shall not affect or release any obligations of a Party that have accrued as of the date of such termination. The Parties agree that Developer's obligations in Sections 4.6 and 4.7 shall not be deemed to be "accrued" for the purpose of the prior sentence if the Agreement is being terminated because of the City's uncured default. As a result, if Developer exercises its rights to terminate this Agreement upon an uncured City default and if the City has not yet accepted dedication of the property in Sections 4.6 and 4.7 prior to such termination, then Developer's termination of this Agreement shall terminate any obligations or rights in Sections 4.6 or 4.7; provided, that such termination of this Agreement shall not waive or limit any conditions of approval or the Developer's obligation to comply therewith in connection with any further development of the Property. Notwithstanding anything to the contrary in the Applicable Rules or otherwise, as provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 2.22 above or the date such approval would otherwise be in effect under applicable law, whichever is later.

Section 7. General Provisions.

7.1 Termination. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any right or duty of a Party hereto, arising out of any Project Approval or the provisions of this Agreement, in effect on or prior to the effective date of such termination. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from the occurrence of any of the events set forth in Section 7.2 below, provided that the extension of the Agreement pursuant to this sentence shall not cumulatively exceed a period of five (5) years.

7.2 Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time is designated within which a Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including, without limitation, war; terrorist acts; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs, such as an annual review); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs, such as the annual review); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; extraordinary unavailability of goods or materials necessary for the Project or similar bases for excused performance which are not within the reasonable control of the Party to be

excused. Economic constraints, or lack of available funding or financing, shall not constitute grounds for extension under this Section 7.2. Any Party wishing to obtain an extension under this Section 7.2 shall notify the other Party of the cause for that extension within ten (10) days of the Party's actual knowledge of the force majeure event, and the period of extension shall be from the delivery of that notice until the cessation of that specified event.

7.3 Developer's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, the Developer retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that the Developer reasonably determines that continued development of the Project has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or another governmental entity as conditions to subsequent project approvals. In the event the Developer exercises this right, it shall nonetheless be responsible for mitigation of impacts to City resulting from development that may have occurred on the Property prior to the notice of termination, on a fair share or nexus basis, and within the thirty (30) day notice period City and the Developer shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters except for the remaining mitigation obligation in dispute. Notwithstanding anything herein to the contrary, if at any time during the term of this Agreement the Developer elects to abandon development of the portion of the Project located on the Property it owns or terminate this Agreement as provided in this Section 7.3, the Developer shall nevertheless be obligated to execute and deliver the offers of dedication and/or conveyance required under Sections 4.6 and 4.7 above with respect to the equestrian trail easements and open space dedication or conveyance described therein. The preceding sentence is not applicable in cases of a termination of this Agreement due to a City default as provided in Section 6.2 above.

7.4 Venue. Any legal action arising out of this Agreement must be filed in the Los Angeles County Superior Court.

7.5 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be performed in the State of California.

7.6 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement and in accordance with all applicable laws.

7.7 Assignment. In executing this Agreement, City has relied upon the financial capabilities of Developer to construct and operate the Project. Accordingly, except for transfers to an affiliate, parent, or subsidiary entity of Developer or its partners which is controlled by Developer or such partners (which shall not require any consent from the City but which Developer shall notify City of in writing concurrent therewith), the rights and obligations of Developer under this Agreement may not be transferred or assigned in whole or in part by Developer (collectively an "Assignment") without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties agree that any sale or lease of residential lots as provided in Section 4.5 shall not constitute an Assignment that

requires City consent. City shall respond to such request in writing within ten (10) days after receipt and, in the event of any disapproval, set forth the reasons therefor. If City fails to respond within said ten (10) day period, the proposed assignment shall be deemed disapproved. The City Manager is hereby authorized to act upon any request for approval under the foregoing provision, and any approval granted by the City Manager shall constitute the action of and be binding upon the City.

7.8 Release of Transferring Owner. Upon any Assignment of the entirety of this Agreement or the rights hereunder approved by the City, the transferor shall be released of all obligations under this Agreement that relate to the Property or portion thereof being transferred to the extent arising from and after the date of the Assignment, and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the Property or portion thereof acquired by such transferee. Except as otherwise provided in Section 4.5, in connection with each transfer of any portion of the Property or portion thereof, transferor shall require the transferee to assume in writing all of the obligations under this Agreement that relate to the portion of the Property or portion thereof being transferred. Notwithstanding anything above to the contrary (except as provided in Section 4.5), the rights and obligations under this Agreement are non-severable and if any buyer, transferee or assignee Defaults under this Agreement, such Default shall constitute a Default by the owner of each other portion of the Property and shall entitle City to terminate this Agreement in its entirety if such Default is not timely cured. Each transferee shall be responsible for the reporting and annual review requirements relating to the portion of the property owned by such transferee.

7.9 Covenants. Until expiration of the Term, the provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property. All provisions of the Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with respect to development of the Property: (i) is for the benefit of and is a burden upon the Property; (ii) runs with the Property and each portion thereof; and (iii) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

7.10 Cooperation and Implementation.

(1) Processing. Upon Developer's completion of all required preliminary actions and the tender of payment (whether under protest or not) of appropriate Processing Fees, including the fee for processing this Agreement, the City shall promptly commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. Developer shall, in a timely manner, provide the City with all documents, plans and other information required under the Applicable Rules which are necessary for the City to carry out its processing obligations. The provisions of this Agreement require a close degree of cooperation between City and Developer and the refinement and further development of the 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 shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto. No such operating memoranda shall

constitute an amendment to this Agreement requiring public notice or hearing. The City Attorney shall be 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 as to require an amendment hereof. The City Manager may execute any operating memoranda hereunder without Council or Planning Commission action.

(2) Other Governmental Permits. Developer shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project in connection with the development of, or provision of services to, the Project. The City shall reasonably cooperate with Developer in its endeavors to obtain such permits.

(3) Legal Challenges. In the event of a legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate with one another in defending said action. If litigation is filed contesting the validity of this Agreement or the right of Developer to construct the Project in accordance with the provisions of this Agreement, the City, as well as Developer, shall be entitled to appear and defend against the allegations made in such litigation provided that Developer shall reimburse City for all of its expenditures actually incurred in the defense of such litigation, including, but not limited to, City's reasonable attorneys' fees and shall indemnify, defend and hold City and its representatives harmless from any such claim, action or proceeding and all costs arising therefrom or any judgment obtained in such action or proceeding. In connection with the conduct of such litigation, the City, the City Attorney and Developer shall meet and confer upon the request of the other party to formulate legal strategy for the conduct of such litigation and to control its cost. Developer shall have the right to provide input on the reasonableness of strategy and methods to ensure such costs are efficiently controlled as litigation pursuant to this subsection (3) proceeds, but any final decisions with respect to strategy and staffing of the City shall be made by City.

7.11 Relationship of the Parties. The Parties acknowledge and agree that Developer is not an agent, joint venturer or partner of the City.

7.12 Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service or its lawful successor in interest, postage prepaid, Registered or Certified Mail, or by reputable overnight courier or by electronic transmittal addressed to the Parties as follows:

CITY: City of San Dimas
245 East Bonita Avenue
San Dimas, CA 91773
Attn: City Manager and Director
Planning & Community Development
Facsimile:

WITH A COPY TO: McKenna Long & Aldridge LLP
300 South Grand Avenue, Suite 1400
Los Angeles, CA 90071-3124
Attn: J. Kenneth Brown, Esq.
Facsimile: (213) 687-2149

DEVELOPER: NJD, LTD., a Texas limited partnership
3300 East First Avenue, Suite 510
Denver, CO 80206
Facsimile: (303) 399-3929

WITH A COPY TO: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Michael R. W. Houston, Esq.
Facsimile: (714) 546-9035

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier or (iv) upon receipt of a electronic transmittal confirmation, provided such transmittal occurs on a business day before 5:00 p.m. at the location of the Party receiving notice, otherwise such transmittal shall be deemed to occur at 9:00 a.m. the following business day., and provided such electronic transmittal is followed by a notice sent within forty-eight (48) hours thereafter by one of the methods provided above.

7.13 Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

7.14 Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any applicable law which becomes effective after the Effective Date of this Agreement, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

7.15 Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

7.16 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

7.17 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party

beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

7.18 Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter expressly contained in this Agreement. The Parties specifically acknowledge that this Agreement and the Project Approvals shall constitute the implementation and satisfaction in full of the City's responsibilities and obligations under Sections 2 and 5 of the Settlement Agreement. Developer hereby reaffirms the NJD Release set forth in Section 6a of the Settlement Agreement and agrees that such release is hereby extended to any claims for compensation for any interest in real or personal property, improvements to the realty, fixtures, equipment, inventory, lost business goodwill, relocation benefits, severance damage, precondemnation damages, litigation expenses, attorneys' fees, or any other compensation or damage resulting from any acts, omissions, events or circumstances occurring on or before the Effective Date of this Agreement. The Parties agree however that this Section, does not affect the rights of the Parties relative to the allocation of costs that may be subject to the provisions of the Settlement Agreement as provided in Sections 10 (2) and (3) of the Developer Reimbursement Agreement dated June 11, 2010.

7.19 Advice; Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

7.20 Certificate of Compliance. At any time during the term of this Agreement, any lender or Party may request the other Party to this Agreement to confirm that (i) 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) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults, and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefor.

7.21 Mortgagee Protection. This Agreement shall not prevent or limit Developer, in any manner, at its sole discretion, from encumbering the portion of the Property owned by it, or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to such portion of the Property. The City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and agrees, upon request from time to time, to meet with the Developer and the representatives of such lenders to negotiate in good faith any such request for interpretation or modification. Subject to compliance with applicable laws, the City will not unreasonably withhold its consent to any such requested interpretation or modification provided City determines, in its sole good faith judgment, that such interpretation or modification is consistent with the intent and purposes of this Agreement and does not adversely impact the City's rights or obligations hereunder. Any Mortgagee of the Property, or any portion thereof, shall be entitled to the following rights and privileges:

(1) Neither the entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property, or any portion thereof, made in good faith and for value.

(2) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default or noncompliance by the Developer in the performance of its obligations under this Agreement.

(3) If the City timely receives a request from a Mortgagee requesting a copy of any notice of default or notice of non-compliance given to Developer under the terms of this Agreement, the City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to Developer. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining cure period allowed Developer under this Agreement, or (ii) sixty (60) days from delivery of the notice to Mortgagee.

(4) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of Developer under the Agreement arising prior to acquisition of title to the Property, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Project or any component thereof, except as expressly provided in Section 7.3 above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement, including the right to terminate this Agreement. In the event any Mortgagee seeks to develop or use portion of the Property acquired by such Mortgagee, such Mortgagee shall strictly comply with all of any the terms, conditions and requirements of this Agreement and the Project Approvals applicable to the Property or such part thereof acquired by the Mortgagee.

7.22 Processing of Modification. The Developer shall reimburse the City for its actual costs incurred in connection with any modification to this Agreement initiated by Developer or its Mortgagee.

7.23 Indemnity.

7.23.1 General. Developer shall indemnify the City, its officers, employees, and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising out of or in connection with the work, operations, or activities of Developer, its agents, employees, subcontractors, or invitees, hereunder, upon the Property, except to the extent such claims are excepted as provided below in Section 7.23.2.

(a) Developer will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Developer will promptly pay any final judgment (subject to Developer's or City's rights to appeal from such final judgment) rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the indemnity in this Section 7.23.1, and Developer agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents, or employees is made a party to an action or proceeding filed or prosecuted for claims or liabilities described in the indemnity in this Section 7.23.1, the City shall promptly tender its defense to Developer, who pursuant to (a) above will defend the City, its officers, agents, or employees with attorneys selected by Developer and reasonably approved by City; Developer shall bear any and all costs and expenses in such action or proceeding, including but not limited to legal costs and attorneys' fees incurred in defending the City.

7.23.2 Exceptions. The foregoing indemnity shall not include claims or liabilities arising solely from the gross negligence or willful misconduct of the City, its officers, agents, or employees.

7.23.3 Loss and Damage. Except as provided in Section 7.23.2, City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. Except as provided in Section 7.23.2, City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature.

7.23.4 Period of Indemnification. The obligations for indemnity under this Section 7.23 shall begin upon the Effective Date of this Agreement and shall terminate upon termination of this Agreement; provided, that any obligations that have accrued as of the date of such termination shall survive that termination and remain enforceable by the City.

7.23.5 Waiver of Subrogation. Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any claims, liabilities or damages suffered or incurred by Developer or any other person or property, except as specifically provided in this Agreement and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

7.24 Insurance.

7.24.1 Types of Insurance.

(a) Public Liability Insurance. Prior to commencement and until completion of construction by Developer on the Property, Developer shall at its sole cost and expense keep or cause to be kept in force for the mutual benefit of City and Developer broad form commercial general public liability insurance against claims and liability for personal injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage, providing protection of a least Three Million Dollars ($3,000,000) per occurrence for bodily injury, death or property damage combined for any one accident or occurrence, which limits shall be subject to increases in amount as City may reasonably require from time to time.

(b) Insurance Policy Form, Sufficiency, Content and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed to do business by California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VIII or better, unless waived by City. All such policies shall be nonassessable and shall contain language, to the extent obtainable, to the effect that (1) any loss shall be payable notwithstanding any act of negligence (but not willful or intentional violations of law) of City or Developer that might otherwise result in the forfeiture of the insurance, (2) the insurer waives the right of subrogation against City and against City's agents and representatives; (3) the policies are primary and noncontributing with any insurance that may be carried by City; and (4) the policies cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City or City's designated representative. Developer shall furnish City with copies of all such policies promptly on receipt of them or with certificates evidencing the insurance. City shall be named as an additional insured on all policies of insurance required to be procured by the terms of this Agreement. The City's Risk Manager acknowledges and agrees that the insurance requirements above have been established based on contemplated use and activities on the Property. In the event the City's Risk Manager determines that the use, activities or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property under this Agreement creates an increased risk of loss to the City other than what the Parties hereby acknowledge to be duly satisfied by the insurance requirements as above, then Developer agrees that the minimum limits of the insurance policies required by this Section 7.24 may be changed accordingly upon receipt of written notice from the City's Risk Manager; provided that Developer shall have the right to appeal a determination of increased coverage to the City Council of City within thirty (30) days of receipt of notice from the City's Risk Manager.

7.24.2 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies required hereunder together with evidence satisfactory to City of payment required for procurement and maintenance of each policy within the following time limits:

(a) For insurance required above, within thirty (30 days) after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, at least thirty (30) days prior to expiration of the existing policy.

If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured and is in force and paid for, such failure or refusal shall be a default hereunder after giving notice and an opportunity to cure.

7.25 Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

7.26 Periodic Reviews.

(1) Annual Reviews. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement as provided in the Enabling Resolution ("Annual Review(s)"). The cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews. The Developer shall deposit with the City the costs estimated by the City for the Annual Review; any excess deposit above the actual cost of the review shall be promptly refunded to the Developer and, if the deposit is insufficient to pay the actual cost of the review, then the Developer shall pay the difference to the City within 15 days of Notice by the City to the Developer of the insufficiency.

(2) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time ("Special Review(s)"). The cost of such Special Reviews shall be borne by the City, unless the City Council determines as a result of such Special Review that Developer is not acting in good faith compliance with the material provisions of this Agreement. In such cases, Developer shall reimburse City for costs, direct and indirect, incurred in conjunction with such a Special Review.

(3) Conduct of Reviews. The City Manager, or designee, or the City Council, shall cause the Annual and Special Reviews to be conducted. City's failure to timely conduct any Annual review shall not constitute or be construed as a breach or default under this Agreement. Any review by a party other than the City Council shall be provided to the City Council. A review concluding the Developer has complied with the terms of this Agreement may be considered by the City Council as a consent calendar item. Any review that recommends a finding that the Developer has not acted in good faith compliance with the provisions of this Agreement shall require City Council ratification and adoption at a public meeting at which the Developer shall be entitled to appear.

7.27 Record of Applicable Rules. Prior to the Effective Date of this Agreement, City and Developer shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Developer, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both Parties.

7.28 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

7.29 Binding Effect. All of the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Developer, and any lawful successor in interest of the Parties. Whenever the term "Developer" is used herein, such term shall include any other lawfully approved successor in interest of Developer. Nothing in this Section shall limit or waive the restrictions in Section 7.7 above.

7.30 Conflicts of Interest. The City represents and warrants that, to the actual knowledge of the City Manager, no member, official or employee of the City has any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

7.31 Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement.

ATTEST:

_____

_____, City Clerk

CITY:

CITY OF SAN DIMAS,
a municipal corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

McKenna Long & Aldridge LLP

By: _____

DEVELOPER:

NJD, LTD., a Texas limited partnership

By: _____

Name: _____

Title: _____

EXHIBITS

Exhibit A	Description of the Property
Exhibit B	Location Map

EXHIBIT A

Description of the Property

EXHIBIT B

Location Map

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____ , before me, _____ , 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:_____ (Seal)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of San Dimas
245 East Bonita Avenue
San Dimas, California 91773
Attn: City Clerk

No Recording Fee (Government Code Section 6103)

(Space above for recorder's use)

Agreement No. 2010-

DEVELOPMENT AGREEMENT

by and between

CITY OF SAN DIMAS,
a general law city and municipal corporation

and

NJD, LTD.,
a Texas limited partnership

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Planning Commission Staff Report

DATE: December 1, 2010

TO: Planning Commission

FROM: Community Development Department

SUBJECT: Final Environmental Impact Report (FEIR)
General Plan Amendment 08-02
Municipal Code Text Amendment 08-04 (Specific Plan No. 25)
Tentative Tract Map No. 70583
Development Agreement

SUMMARY

On November 17, 2010 the Planning Commission conducted a public hearing on the above referenced matters associated with the Brasada Residential Development, continued the public hearing to December 1, 2010 and directed Staff to prepare necessary Resolutions intending to certify the FEIR and approve General and Specific Plan Amendments, the Tentative Tract Map and Development Agreement and to review with the Applicant various comments concerning those documents.

Staff has prepared appropriate Resolutions intended to enact the directions provided by the Planning Commission generally in support of the development proposal presented by the applicant.

BACKGROUND

In order to implement the direction of the Planning Commission Staff, PBS&J and the City Attorney have prepared various documents. These include:

1. Volume 3 of the FEIR which includes the Errata, Comment Letters and Responses, and additional documentation.

2. Resolution PC-1427 which recommends certification of the EIR and includes attachments setting forth required Findings, a Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP). **NOTE THAT THIS DOCUMENT IS NOT YET COMPLETE AND WILL BE DISTRIBUTED TO YOU AS SOON AS POSSIBLE NEXT WEEK PRIOR TO THE MEETING.**
3. Resolution PC-1428 which recommends approval of various amendments to the San Dimas General Plan generally consistent with Option A identified in the prior report. Staff has conferred with the Applicant as requested.
4. Resolution PC-1429 which recommends approval of various amendments to Specific Plan No. 25 generally consistent with Option A identified in the Staff Report. Staff has conferred with the Applicant as requested.
5. Resolution PC-1430 which recommends conditional approval of Tentative Tract Map 70583. Some revisions have been made to the conditions of approval after considering applicant comments. A red-line version showing changes from the prior Staff report is attached to this report.
6. Resolution PC-1431 which recommends approval of a Development Agreement for this project. There have been no changes to the development Agreement and the parties are not currently in agreement on certain terms previously identified.

RECOMMENDATION

Resolutions PC-1427 through 1431 have been prepared to implement the direction of the Planning Commission.

Respectfully Submitted,

Larry Stevens,
Assistant City Manager for Community Development

Attachments:
1. Redline version of Tentative Tract Map Conditions of Approval
2. Redline version of Applicant's request regarding Development Agreement

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MEMORANDUM

TO: The Honorable Chairman and Members of the San Dimas Planning Commission

FROM: Mark W. Steres

DATE: November 17, 2010

RE: Brasada Project
Development Agreement

The developer, NJD, LTD has requested that the City approve a Development Agreement for this Project. A copy is attached.

A Development Agreement is a contract, authorized pursuant to Section 65864 of the California Government Code, between the City and the developer, whereby certain development rights as set forth in the Agreement are vested subject to the terms and conditions of the Agreement. Section 3.1 of the Agreement provides the purpose of a Development Agreement:

> "Section 3.1 State Enabling Statute. 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 adopted the Development Agreement Act which authorized any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:
>
> The Legislature finds and declares that:
>
> (a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.
>
> (b) Assurance to the applicant for a development project that upon approval of the project the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

The Development Agreement has been prepared following discussions between the City staff, attorneys and the Developer's representatives. In addition to vesting the project approvals, some of the key terms of the attached Development Agreement are as follows:

1. Term: 10 years.

2. Project Development: Developer shall (i) record a subdivision map for at least 1/3 of the residential lots prior to the third anniversary of the effective date of the Agreement, and (ii) complete all subdivision improvements including all roads, equestrian trails and backbone infrastructure prior to the fifth anniversary of the effective date of the Agreement.

3. Equestrian Trails: Developer shall construct and dedicate an equestrian trail that connects Horse Thief Canyon Park and Sycamore Canyon trail system.

4. Open Space Parcel: Developer shall offer for dedication to the public an approximately eighty-four (84) acre tract as permanent public open space.

5. Fees: The development and construction of the project are subject to all applicable processing fees and development fees in effect at the time of such development and construction.

The developer, however, does not agree with all of the terms of the attached Development Agreement. The developer has raised the following:

1. Term: Developer requests an 18 year term.

2. Project Development: Developer does not want any obligation to develop any portion of the project at any time during the Term of the Agreement. Developer requests to strike the requirement to record a map for at least 1/3 of the residential lots within the first three years, and to strike the requirement to complete subdivision improvements within the first five years. With the above requested change to the Term, the Developer is requesting an open-ended vested right to develop for 18 years.

3. Fees: Developer requests that the applicable development fees be identified now and frozen for the Term of the Agreement.

4. Development Agreement Section 7.18 (Settlement Agreement): Developer requests to strike the provision in the Agreement that states that by entering into the Agreement, and with the project approvals, the City's responsibilities and obligations under certain sections of the Settlement Agreement are fully satisfied.

Recommendation: Staff recommends that the Planning Commission recommend to the City Council approval of the Development Agreement as attached and recommend direction, if any, on the requests of Developer for revisions or strike-outs.

MEMORANDUM

DATE: December 14, 2010

TO: Mayor and City Council

FROM: Community Development Department

SUBJECT: Brasada Residential Project – Supplemental Materials for Agenda

As noted previously, a number of documents have been previously distributed to the city Council on this matter. If you need additional copies please contact the Community Development Department. These include:

1. Draft Environmental Impact Report (DEIR)– Volume I dated September 20, 2010 (distributed *under separate cover* on September 20, 2010 in printed or CD form)
2. DEIR Appendices – Volume II dated September 20, 2010 (distributed *under separate cover* on September 20, 2010 in CD form)
3. Final Environmental Impact Report (FEIR) – Volume III including DEIR Revisions and DEIR Comments and Responses dated November 23, 2010 (distributed *under separate cover* on November 24, 2010 in printed form)
4. Tentative Tract Map (17 pages) – distributed November 12, 2010
5. Conceptual Grading Plan – distributed November 12, 2010

There are a number of relevant documents which relate to one or more of the matters under consideration on the Brasada project. These are attached to this memo and include the following:

1. Planning Commission Minutes for November 17, 2010 (Note: Minutes for December 1, 2010 are not completed)
2. Equestrian Commission Minutes for November 2, 2010
3. Letter from City of Glendora presented to Planning Commission on November 17, 2010.
4. Report from Scott Franklin received December 8, 2010 entitled "State of the Art Wildland Urban Interface Fire Protection: A Systems Approach"
5. Report from Alfred Gobar Associates (updated December 7, 2010) entitled "Fiscal Effect of Brasada Project"
6. Memo and Report to Planning Commission dated November 9, 2010 regarding Secondary Emergency Access/Addendum to Fire Protection Plan

CITY OF SAN DIMAS
PLANNING COMMISSION
MINUTES

Regularly Scheduled Meeting
Wednesday, November 17, 2010 at 7:00 p.m.
201 E. Bonita Avenue, Senior Citizen/Community Center Multi-Purpose Room

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Present
Chairman Jim Schoonover
Commissioner David Bratt
Commissioner John Davis
Commissioner Stephen Ensberg
Commissioner M. Yunus Rahi
City Attorney Mark Steres
Assistant City Manager of Community Development Larry Stevens
Director of Development Services Dan Coleman
Associate Planner Michael Concepcion
Associate Planner Marco Espinoza
Associate Planner Kristi Grabow
Planning Commission Secretary Jan Sutton

CALL TO ORDER

Chairman Schoonover called the regular meeting of the Planning Commission to order at 7:00 p.m. and Commissioner Bratt led the flag salute.

PUBLIC HEARINGS

Chairman Schoonover stated that Items 1-4 on the agenda were all related to the Brasada Residential Project and the discussion for all four items would be held concurrently.

1. **CONSIDERATION OF FINAL ENVIRONMENTAL IMPACT REPORT** – a Request to approve the Response to Comments and Final EIR for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas.

2. **CONSIDERATION OF GENERAL PLAN AMENDMENT 08-02** – a Request to amend the General Plan to implement the NJD Settlement Agreement and accommodate the proposed Tentative Map design, including but not limited: Increasing the Maximum Allowable Density; Revising Recommended Environmental Thresholds and Appropriate Levels of Development; Revising Objectives and Policies; and
CONSIDERATION OF SPECIFIC PLAN AMENDMENT 08-04 – a Request to amend Specific Plan No. 25 to implement the NJD Settlement Agreement and to accommodate the proposed Tentative Map design, including but not limited to: Increasing the Maximum Allowable Density; Revising Standards for Lot Size, Open Space and "No Building" areas, Grading, Building Height, Lot and Site Design, and Access and Circulation, for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas.

3. **CONSIDERATION OF TENTATIVE TRACT MAP 70583** – A request to develop 61 Single-Family Residential lots, Seven common area lots, One 83-acre parcel for potential open space, and Related Infrastructure for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas.

4. **CONSIDERATION OF DEVELOPMENT AGREEMENT** – A request to enter into a statutory development agreement vesting certain land use entitlements and approvals granted by the City if the proposed project is approved, for the Brasada Residential Project, located on 273 acres in the western portion of the Northern Foothills of San Dimas.

Staff report presented by ***Assistant City Manager of Community Development Larry Stevens,*** who stated he will be going over all four items on the agenda, with assistance from PBS&J on the EIR. They will then take questions from the Commissioners prior to opening the public hearing.

Diane Catalano, PBS&J, stated the final review of the EIR was composed of four components: public review comments, key issues raised during the public review period, revisions to the Draft EIR, and the Final EIR contents. During the 45-day public review period from September 20 to November 4, 2010 they received 13 comment letters from State and local agencies, as well as individuals and local residents. They also included the transcript from the Planning Commission hearing held on October 20, 2010.

She stated some of the key issues raised in the comment letters included impacts on the biological resources in the area and methods of analysis; concerns over only one access point for emergency access; consideration of all the feasible mitigation measures and modeling for air quality impacts; whether public services were adequate for water, waste water, police and fire services; the aesthetic impacts on surrounding properties; language changes needed in Specific Plan No. 25 to make the project possible; concerns over landslides in that area; and traffic impacts from the project to Glendora streets.

Diana Catalano, PBS&J, stated based on the comments received, they will be making some revisions to the Draft EIR to enhance the air quality mitigation measures as well as some minor text revisions for clarification purposes, but that none of these changes were significant enough to require recirculation of the EIR per CEQA guidelines. They are in the process of preparing the Final EIR document which will include the Draft EIR and Technical Appendices, the minor corrections to the Draft EIR, Response to Comments, the Mitigation, Monitoring and Reporting Program, CEQA findings and the Statement of Overriding Considerations.

Assistant City Manager Stevens stated it is Staff's intention that those documents as well as the associated resolutions will be complete and available for adoption at the December 1, 2010 Planning Commission meeting if that is the direction received from the Commission tonight. He stated extensive reports were provided for the General Plan and Specific Plan Amendments, the Tentative Tract Map and Development Agreement. He will be summarizing those reports in the presentation but will respond to any specific questions the Commissioners may have on any amendments.

The proposed General Plan Amendment includes 29 changes to objectives, policies and/or text, which can be broken down into four subcategories. A significant number relate to various grading changes which require amendments to policies and objectives. A lesser number relate to permissible density for the project. Several changes would be to development standards for the project and the Specific Plan. Finally there are five related changes to policies for habitat preservation.

He stated there are 10-12 amendments impacting grading. The existing General Plan Policies and Objectives state that grading should fit the terrain, minimize the use of retaining walls and fit natural contours, which is viewed as more consistent with hillside preservation techniques. The various proposed amendments would create exceptions to accommodate clustering, providing access roads, building higher retaining walls and basically utilizing techniques more commonly used for "flat-land" development. The options presented in the staff report are fairly clear but these are the major differences.

Assistant City Manager Stevens stated the project also changes the density. The current General Plan would allow 21 single-family lots on the 270 acres. The applicant is proposing 61 lots with the project; Staff is recommending a maximum of 54 lots. The density changes are written so they only apply to the 270 acre project area and will not impact any other portions of Specific Plan No. 25. A portion of the increase from the base of 21 lots is to accommodate the Settlement Agreement from the lawsuit between NJD and the City. The Agreement allows an additional 17 lots, for a total of 38 lots.

Another change to the General Plan is to allow a design that is more suburban rather than rural as emphasized in the Specific Plan. This change would again be limited to the project area and not to the entire Specific Plan. There are also changes that would allow higher retaining walls, in some areas up to 30 feet, to support the road. The applicant also has a desire to allow two-story houses; the current General Plan limits construction to one-story (or 20 feet) construction. Staff is recommending that 25% of the project be allowed to have two-story homes, which almost accommodates the proposed project. The proposed changes also allow for increased opportunity for ridgeline construction while the current General Plan discourages it.

There are also proposed changes to the policies regarding habitat preservation. A strict reading of the General Plan discourages or prohibits disturbance of specified habitat area, so the suggested changes would allow additional flexibility and mitigation for impacts. In general, some of the changes have City-wide impacts in regards to land use and open space, but these changes can be addressed in the Northern Foothills Specific Plan. Only Amendment No. 17 directly affects properties outside the 270 acre project area.

Option A in the report will accommodate the project as submitted by the applicant with a few minor revisions. Staff is recommending the options that are "shaded" in the staff report; adoption of these recommendations will require more substantial changes to the project. The report was presented this way because the Settlement Agreement suggests that alternate options to the project as submitted should be considered. Because of the history of this project, presenting one option accommodating the project was appropriate, but if Staff felt there should be a change, that option was also presented. There are also other ways they can go with this, but for now Staff is only presenting two options unless the Commission would like to direct further review in another direction.

Assistant City Manager Stevens stated the revisions to the Specific Plan were done in a similar manner with two options presented. If the Commission was supportive of the project as presented, then Option A would make the changes to accommodate the project. Staff is in support of the shaded options, which are generally Option B. One critical component of the Specific Plan amendment is that two separate planning areas were created to address some of the changes in development standards and density because they did not want these standards applied to the entire 1000 acre area of SP-25. This is not an uncommon practice and has been used in other Specific Plans elsewhere in the City. This will allow the proposed changes to be limited to the project area only.

He stated the Purpose and Intent section has been revised due to big picture concerns. While both options will accommodate the project, they provide a different focus, with Option A allowing more flexibility on design, and Option B retaining more natural resources as a design emphasis. The Density chapter will leave the existing standards the same in Planning Area Two. There are two options for the Commission to consider for Planning Area One: Option A at 0.225 units/acre (or 61 lots) and Option B at 0.2 units/acre (or 54 lots). Staff is recommending Option B.

For the section on Grading, Option A makes substantial changes to allow more retaining walls and less contoured grading, and approximately a dozen standards were modified to accommodate these changes. Option B still allows some flexibility but limits the maximum pad size and encourages landform grading. Staff feels that some of the pads are too large for a hillside situation; thus the recommendation to cap the pad size in the cluster area to 15,000 square feet. Option B is a fairly different grading proposal and in Staff's view is friendlier to hillside design. In both options they have retained the existing grading standards for Planning Area Two except for one minor language change which will allow higher cut and fill throughout the Specific Plan.

The Building Height section is presented in two ways. Option A states that if you have a land division, you can do a visual analysis and provide up to 25% of the proposed lots as two-story construction. Those lots would be identified on the map, and only those lots could have two-story homes. The applicant's proposal will exceed the 25% limitation by one lot. Staff feels 25% is a reasonable number, and if approved, this would be a minor change the applicant would have to make to the project. Option B includes Option A but extends the option for two-story construction beyond the boundaries of the project. The intent of Option B is that anyone else in the Specific Plan, even if they don't go through a land division, under the right circumstances might qualify to have a two-story home. They would need to have at least four residential lots permitted on their property; and while there are probably only three to four lots in the Specific Plan that meet that standard, it would allow a few other property owners the option.

Horsekeeping is another area where the applicant would like to deviate greatly from the current standards. The applicant has requested to have more restrictive horsekeeping standards to reduce the maximum number of horses on a parcel and maximum number per acre, and has proposed various architectural standards and some maintenance standards relative to NPDES, which is outlined in Option A. Option B says they will maintain the same horsekeeping standards that apply to the rest of the City. The applicant can still address architectural standards through their CC&R's, and NPDES requirements apply to everyone anyway. This was brought to the Equestrian Commission for review, and Staff is not convinced there should be different standards for this area. Further options would be to write standards for the two different Planning Areas.

Assistant City Manager Stevens stated TTM 70583 must be consistent with the General Plan and Specific Plan, so whatever changes are made, it must be determined that the map is consistent. If the Commission thinks the project as submitted is fine, then they need to make a consistency finding. If the Commission feels some changes are warranted in the project, then they need to approve the map based on those changes rather than the proposal. For discussion purposes he has identified seven areas of concern. He has discussed briefly the issues associated with density and the number of equestrian lots, but there are substantive issues with the drainage detention basins, access/emergency access, grading, the number of two-story lots, and the equestrian trails.

In regards to density, if you look at the original 1999 Specific Plan standards, the density calculations were based on a combination of factors, such as slope grade and development feasibility areas. If you look at the original 200 acre NJD holdings, the 1999 General Plan amendment, which created the Northern Foothills Specific Plan, allowed 21 lots. As a result of litigation and the Settlement Agreement, the amount of lots allowed on the 200 acres increased by 17 lots to a total of 38 lots. Because of the nature of settlement agreements that require action by Planning Commission and City Council, Staff cannot make a 100% commitment to approve something that has to go through the public hearing process. You can provide something that seems reasonable and consider it in good faith. The Commission's obligation is to reasonably and fairly consider provisions and come to a fair and reasonable conclusion; they are not committed to approving all the units presented and can approve more or less. Subsequent to the Settlement Agreement, the applicant has acquired two additional parcels. Staff's approach was to add whatever density was allowed if the parcels were contiguous. By adding in the Lark Ellen parcel and the upper McHenry parcel, that now brings the number of lots allowed under the current General Plan and Specific Plan requirements to 46 lots. The applicant is proposing 61 lots.

Over the years there have been many discussions between Staff, the applicant and the Council Subcommittee and there have been many changes to the proposed development. At one time there was a proposal that included the lower McHenry parcel, which has now been removed, and that plan had 54-56 lots. However, there were several lots proposed on the ridgeline and the lower McHenry parcel. The Subcommittee felt those lots were inappropriate and eliminating them might improve the project. The applicant felt those lots were of high value and they wanted more than a 1-to-1 exchange for eliminating them, which is how the applicant arrived at the 61 lot number.

Staff is not sure if the southerly McHenry parcel was still included in the prior proposal at the time of those discussions with the Subcommittee, so there is still some question on if the current number of lots was ever considered by the Subcommittee. Staff's recommendation is based on a cap of 0.2 units/acre, and when multiplied by 270 acres, it provides the 54 lots. Staff has not done an analysis yet to identify which lots would be eliminated if the number of lots is reduced.

The applicant is proposing nine equestrian lots, clustering four lots and five lots together on opposite sides of the project and indicated on the exhibit the locations. While the Equestrian Committee did not think this was very many lots, they were not opposed to the limitation if there was an adequate trail system in place. Virtually all of the lots could support horses based on City-wide standards, but Staff has not done a full analysis. All the lots meet the minimum square footage required for horsekeeping, but some may not based on setbacks and they would have to be reviewed on a case-by-case basis. Thus far the applicant has not been asked to do an equestrian analysis on this project because Staff does not see a problem with the nine lots that have been proposed, but if the Commission would like an increase in the number of lots that would allow horsekeeping, then the applicant would need to provide further analysis.

Assistant City Manager Stevens stated drainage from the project presents a substantive concern as the storm drains in this area are inadequate to accommodate this project. The proposal intends to create a series of drainage basins, with six smaller basins located in the upper regions to collect some debris, then retain and release on a slower basis so as not to overflow the storm drain system. This is a fairly common design practice when storm drain facilities are insufficient and cannot be enlarged. They are also dealing with a significant natural drainage area. There is a problem in the foothills with debris flow, especially after fires, so the basins need to be designed to accommodate those kinds of events, which happen every five to ten years.

The difficulty when you have a major event is it is very costly to clean up the debris. In Staff's view the only entity that can handle the cost of maintenance is the Los Angeles County Flood Control District (LACFCD) because they have thousands of basins to maintain and can spread the costs around. The project does not currently meet County standards and has not been formally reviewed by the County, and Staff is concerned that there could be major changes in order to meet their standards. Lacking the certainty that the maintenance for the basin will be handled by the County, that leaves the cost of maintenance up to the City or the HOA. In discussion with Public Works, they feel a basin of this size for a large event could cost approximately $1 million to clean out. The City Engineer and Public Works Director do not think the City should absorb that cost, and a 61 lot subdivision cannot afford that kind of maintenance, so Staff feels there should be time taken to ensure the County will approve the design and accept the basin into their system before moving forward. The County has advised it will take approximately six months to complete a review after submittal. At the time this information came forward, the applicant indicated they did not want to wait on the County's review to move forward with project approval. He stated it is possible to move forward with the project approval, but if substantial changes are needed to the drainage, it could require further review and possible changes to the EIR. The bigger issue for the City is the long-term maintenance issue and who will be financially responsible for it.

Access to the project has always been a difficult and controversial topic. This proposal calls for an extension of Cataract Avenue, which is identified as an option in the original Northern Foothills EIR, but that document also envisioned improvements to the existing motorways. The City of Glendora has amended their General Plan to restrict any new roads crossing their city boundary lines. The applicant owns 200 acres within the City of Glendora, but based on Glendora's limitations, they cannot take regular access across their property, thus forcing them to utilize the Cataract option or building a long road towards the east. The applicant is proposing to utilize one of the four existing motorways for emergency access, but there needs to be in place some form of guarantees for access or emergency access across the properties not under the applicant's control. The applicant has done some improvements on their Glendora property to provide emergency access, but Staff is still waiting for comments from L.A. County Fire Department and the City of Glendora on if those improvements will be acceptable. Staff feels there needs to be at least one 20-foot wide all-season emergency access road for this project.

The applicant's proposal would require 1.3 million cubic yards of grading. A major part of the grading is due to the large retaining walls to support the roadways, but there are also some fairly large pads proposed for a hillside development. Staff feels the amount of grading can be reduced to 900,000 cubic yards by reducing the pad sizes. They would also recommend reducing some of the retaining walls within the project, which would increase the street grades in a few locations, but the applicant has not been interested in pursuing any of these options.

In regards to the number of two-story lots, Staff is suggesting a 25% standard, which would decrease the number of lots requested by the applicant by one. The Settlement Agreement only stated a limited number could be two-story, and at that time it came out to eight of the 38 lots, so about 20%. Staff feels 25% of the project is a reasonable amount.

In regards to equestrian trails, the applicant is proposing two limited trails, one on Sycamore Canyon Road and one to the south which comes up from the southern McHenry parcel and connects to Wildwood Motorway. Staff and the Equestrian Commission feel this is insufficient and are recommending there should be a different connection, which he showed on the map. They also felt the trail should be adjacent to the public streets within the project and wrote conditions to require that. There has been some discussion about better utilizing the southern McHenry parcel for a better trail option than running through the project, but Staff prefers not to

make off-site improvements if they don't have to, and have suggested some on-site improvements. This can be reviewed further in the future.

Staff is recommending the Commission certify the Final EIR, even though there are still some pieces that need to be brought forward. Because of the requirements of the Settlement Agreement, if the Commission agrees with Staff's recommendations, they should advise the City Council that there should be changes made to the project and let them consider them, rather than holding up the map at this level. Staff is recommending changes to the Tract Map which include a reduction in the number of lots, revisions to the grading plans, and securing County review and acceptance of the drainage system; thus they are recommending the Commission recommend the City Council not approve Tentative Tract Map 70583 as submitted until further consideration of these issues. The Commission could also recommend approval as presented and Staff will prepare a resolution of approval for the next meeting.

Assistant City Manager Stevens stated the Development Agreement is a contract giving the developer certain guarantees. Staff and the applicant are not in agreement on all items, so if they are going to recommend the agreement, he felt they should recommend Staff's language, which would limit the term of the agreement to 10 years, not 18 years as requested; require recordation of one-third of the lots in three years and install the backbone infrastructure and equestrian trails in five years; dedicate and construct the equestrian trails; dedicated the 84 acre open space lot; be subject to all fees in effect at the time of development and/or construction; and release the City from the Settlement Agreement. The applicant is basically asking for no restrictions during the 18 year term of the agreement, freezing all fees in effect at the time of the Development Agreement, and not releasing the City from the Settlement Agreement.

Commissioner Ensberg stated he previously served on the Equestrian Committee and felt it was Council's direction that when a development occurred in an area that allowed for horsekeeping, they incorporate that to the fullest extent into the project design. He felt this proposal was going backwards in preserving the equestrian nature of San Dimas contrary to the City Council's direction. He felt unless the City Council was changing their policy, they should be encouraging more equestrian lots to be consistent with past direction.

Assistant City Manager Stevens stated this was discussed at length twice by the Equestrian Commission, and they seemed more concerned about getting more trails in the system instead of more equestrian lots.

Commissioner Davis asked if there were no Settlement Agreement, would the City only allow 29 lots on the property, and would it require all these changes to the General Plan and Specific Plan if the applicant were to come in with a smaller proposal.

Assistant City Manager Stevens stated it would depend on the design of the proposal. Any use of Cataract Avenue would probably require some adjustments to the grading, but probably not as much as what is currently proposed.

Commissioner Davis asked if by using the Settlement Agreement, is that how they could get the 54 lots, utilizing the McHenry property.

Assistant City Manager Stevens stated if both 40-acre parcels of the McHenry property were included in the project, then they would probably be at 50-51 lots. The northern parcel allows five lots and the southern parcel allows four.

Commissioner Ensberg wanted to clarify that Staff is recommending changing the number of lots from 61 to 54 based on the 0.2 units/acre instead of using the 0.225 units/acre.

Assistant City Manager Stevens stated in the General Plan is a table that establishes various density ranges. This table was amended in 1999 when they adopted Specific Plan No. 25 when a new density calculation was added for that area based on slope grades, etc. Prior to that amendment, the lowest density allowed by the General Plan was Single-Family Very Low Estate which allows 0-.2 units/acre. Since that is the lowest density allowed anywhere else in the City, he did not feel they needed to increase the density any higher than that. That is how Staff arrived at the 54 lots. The 0.225 number used by the applicant was arrived at by dividing 270 acres by the 61 lots they want to build.

Commissioner Davis apologized to everyone in attendance but stated that he had to leave the meeting early in order to catch a flight to New York for a meeting with a client in the morning. He left the meeting at 8:20 p.m.

Commissioner Ensberg asked in regards to the drainage basins, would the City normally ask for input from the County elsewhere in the community in a similar situation, and why are we not requiring it now.

Assistant City Manager Stevens stated yes, the City normally would require County input first, but the applicant felt that all the standards required by the County were desirable, and they design the debris basin to normal engineering practices, but it is unknown if that will meet all the County standards. When this item was discussed by the Subdivision Committee in detail, it was felt the County needed to review this, so a meeting was held with County personnel in September. The County made it clear that they wouldn't accept a system they haven't reviewed and the applicant was encouraged to start the review process with the County. However, the applicant was concerned about the timeframes quoted to them for review and that it would delay the processing of their project, so they chose to go forward with the City application process instead.

Commissioner Ensberg stated then Staff is not in agreement with moving forward without County approval. He asked if there is any reason why we should not follow standard practice and wait for the County to review this project.

Assistant City Manager stated Staff would encourage the applicant to start the process with the County and was not in favor of moving forward with the Tract Map until that issue was addressed.

Commissioner Rahi stated that there are still changes to be made to the Final EIR document so how are they to consider that tonight.

Assistant City Manager Stevens stated there are some minor language corrections and maybe additional mitigation measures to be implement based on the letters received during the comment period, and there will be copies of those when approving the resolution, but they did not think there was anything major to be changed that would trigger recirculation of the document.

Commissioner Rahi asked what the basis was for recommending ten years for the Development Agreement as opposed to the 18 years the applicant is requesting. He also asked for further explanation on the phased maps.

Assistant City Manager Stevens stated there is no set time period for an agreement of this type if you look at what other cities have done. It depends on the project and the complexity of it. The City Attorney felt that ten years was reasonable based on their experience.

City Attorney Mark Steres stated an agreement like this involves finding a balance. The Development Agreement freezes the rules and regulations applicable at the time of execution and gives vesting rights for a complex project to go through the time needed to approve the project to when it can actually be built. But you also don't want to approve such a long period of time that if the project does not move forward and conditions change, that you take away the City's ability to amend the conditions. It was felt that ten years would provide enough time for the developer to complete the project, or be significantly completed.

Assistant City Manager Stevens stated the applicant has requested to phase the map. Staff does not object to the concept but that more information is needed as to how many phases they would like and over what time period.

Commissioner Bratt asked for more information in how the grading could be reduced from 1.3 cubic yards to 900,000 cubic yards. It appears the majority of savings would be in how the roads were graded.

Assistant City Manager Stevens stated Staff did an analysis based on the plan submitted by the applicant's grading consultant, so Staff's number is more of an estimate than an actual calculation done by the City Engineer, but it should be good enough for comparison purposes. There will be some adjustments to the roads, but they are also proposing to make a number of the pads smaller. Some of the change would come if the fire access was redesigned which would make significant changes further up the road. The double turnarounds are not mandatory by the Fire Department, so if they could make adjustments, there would be substantial change in the grading amounts.

Commissioner Bratt stated the current proposal calls for an average pad size of 25,000 square feet. If they go with Staff's recommendation, what would the average lot size be.

Assistant City Manager Stevens stated they did not have a precise calculation but estimate the pad sizes would be reduced approximately 10%. Staff's recommendation does include a maximum pad size based on the acreage of the parcel.

Commissioner Bratt asked about the emergency access and that it appeared there were two; the one off of Cataract and one from Horsethief Canyon Park.

Assistant City Manager Stevens stated Cataract Avenue will count as one because it is a public street. The other option the applicant is proposing is through the applicant's property in Glendora. The City of Glendora will allow emergency access across the city limits, and there have been some improvements made to the road back to the Glendora Country Club, but he does not know what the Fire Department's response will be to the improvements. His feeling is if the applicant can provide one 20-foot wide all-weather access road, it would meet the need of the EIR. He discussed the options for providing emergency access to the east, but it would require approval from the County and several private land owners.

Commissioner Bratt stated that in reviewing the 13 letters received during the comment period on the EIR, he would not classify the issues brought up in the letter from Denis Bertone as minor. He also asked about the letter submitted by the City of Glendora regarding grading and retaining walls, and the AQMD issues.

Assistant City Manager Stevens stated he has reviewed the letter and the preliminary draft of the response to comments and that there is a minor addendum to the Biological Study relative to the Bald Eagle comment. He believes the response will answer questions raised in the letter without raising substantive changes to the project.

Assistant City Manager Stevens stated the project will not have any impact on the City of Glendora since grading will only occur in San Dimas. There will also be some minor changes in the Mitigation Measures to address air quality issues related to construction and construction equipment, and for the most part they will have to do overriding considerations for that. Even if they reduce the amount of grading, the impact will still be significant and unavoidable.

Commissioner Bratt asked if the applicant is proposing to have all the grading done in the first phase of the project.

Assistant City Manager Stevens stated the applicant could provide a better response, but he thought that the majority of the grading would be completed in the first phase, possibly 80% of it.

Chairman Schoonover stated they have the 2004 Settlement Agreement, the Northern Foothills Implementation Program, the San Dimas General and Specific Plans. What is the history of these documents and how do they relate to the Settlement Agreement.

Assistant City Manager Stevens stated LSA prepared a study which became the Northern Foothills Infrastructure Study, and from that the General Plan and Specific Plan Amendments were prepared. An EIR was prepared and the codes supporting the study were adopted. The lotting plan is intended to illustrate the Settlement Agreement in relation to the Northern Foothills Implementation Plan, and the Settlement Agreement contemplates what changes are required to the General Plan and Specific Plan.

Chairman Schoonover stated there are several places in the General Plan and Specific Plan where the Policies and Objectives are rather specific, but then there are many options that say "where feasible," "where necessary." He asked if they are using that language to try and justify the project.

Assistant City Manager Stevens stated when they use language such as "where feasible," "where appropriate," in the General Plan it is to leave open the potential to use judgment. He felt they needed to retain some of that potential because some of the standards apply to 1000 acres, not just the 270 of the project area, so having judgment in a policy is normal. Then you take it to the next level, which is the Specific Plan, which clarifies some but not all of those opportunities for judgment. You want to be able to retain discretion over how designs are done, and where you apply that discretion is at the Tentative Tract Map when you can review a proposal more specifically. There is consistency in California law but that doesn't eliminate the need for judgment.

City Attorney Steres concurred with Staff and that there is hierarchy to be followed and it is not unusual for a General Plan to have broad language and the Specific Plan to have tighter language because development standards are more specific. Where you might see discretion is in the grading section because you can't always be exact in that area.

Chairman Schoonover expressed concern over two sections within the Development Agreement, Sections 4.6 Equestrian Trails and 4.7 Dedication or Transfer of Open Space Parcel that the Developer will have the final approval of who performs maintenance in these areas even though the property will be owned by the City. He asked if it was normal to give the

Developer that kind of authority and wouldn't the City want the right of consent because of the deep pockets law.

City Attorney Steres stated the intent of that section relates to the fact that the trails will be within the limits of the property, so the developer would want to ensure that anyone working within their neighborhoods has proper insurance, experience, etc. to protect the residents of the community. He felt they were trying to be sensitive to the nature of the issue.

Chairman Schoonover asked if an equestrian evacuation plan was in place in case of emergency.

Assistant City Manager Stevens stated this was discussed by the Equestrian Commission and while there is no formal plan in place just yet, with having the motorways and trails in place there should be plenty of opportunities for evacuation during an emergency.

Chairman Schoonover asked about the various widths of streets within the project and that the widest proposed was Brasada Lane at 26 feet wide, with most of them at 20 feet wide. This is less than the City standard of 32 feet from curb to curb which essentially makes all streets within the project fire lanes with street parking prohibited. He stated many of the 20 foot wide streets were basically long, dead-end cul-de-sacs and recalled a project they reviewed a few years ago with long, dead-end streets and thought there was a limit as to how long those streets could be. He also asked about access for trash trucks and what provisions are being made for guest parking

Assistant City Manager Stevens stated a few of the 20 foot wide streets are viewed as long, shared driveways instead of streets, and the Specific Plan accommodates shared driveways that are 20 feet wide as long as they serve four lots or less. The Fire Department is not objecting to any of the streets as long as there is a turnaround at the end, and that has been accommodated for in the design. He stated trash trucks need a smaller turning width than a fire engine so they should not have any problems. There will be no off-site guest parking except in the bump-outs. The Public Works Director asked for the bump-outs, but when they saw the design they were very concerned because they were only eight feet wide with retaining walls on each side; so either the design needs to be changed or the bump-outs will be eliminated and all guest parking will have to be accommodated on-site for each lot.

Commissioner Ensberg stated it was brought up at the prior meeting if there can be a condition that requires the developer have financing in place that will ensure the project will be constructed and not stop halfway through construction.

Assistant City Manager Stevens stated it is not typical to require financial statements as a condition of approval, but what they do require is security, such as cash deposits or bonds, for various public improvements to ensure that if the developer goes under, there will be funds available to complete the public improvements. Typically building permits are not issued until the bonds are in place.

City Attorney Steres stated that is the current protection that cities can use when considering a project. The Planning Commission has authority over land use issues but he didn't think they could make any financial requirements a part of their approval.

Commissioner Bratt was still concerned because of the situations they have had with the Fox project and Bonita Canyon where the developer has had financial problems. He wanted to know what would happen if the developer stopped the project and only 80% of the grading was

completed; would they be left with scarred hillsides. Can they enact a requirement that grading can't begin until a certain number of lots are sold.

Assistant City Manager Stevens felt both projects referenced by Commissioner Bratt had different circumstances. Bonita Canyon has bonds in place for grading and street improvements so the City can ensure those improvements will be completed. The developer's issue has been an inability to get construction financing for the residential portion of the project so they are going to sell it. The Grove Station developer was foreclosed upon, but the City still has bonds to complete the public improvements. The subsequent phases are not going to be built because of the foreclosure since the developer is gone and there is no new developer to take over. Their charge under the law is to ensure that public improvements are bonded for and can be completed, that is all.

Chairman Schoonover asked how Section 7.3 Developers Rights, when it is determined that the project is no longer feasible economically, ties into bonding requirements.

City Attorney Steres stated it should have no impact on bonding, it only sets out the developer's right to terminate the development.

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Chairman Schoonover called a recess at 9:09 p.m. The meeting reconvened at 9:23 p.m. with all Commissioners, except Commissioner Davis, present.

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Chairman Schoonover asked the applicant to give their presentation.

Stan Stringfellow, Consultant for NJD, stated it has taken almost 12 years and $1 million to get to this point. This is a complicated project and they will try to address the differences between their proposal and Staff's recommendations. He introduced Kim Scott, Vice President of NJD, Rick Jemison, Pat Fuscoe, Michael Houston, John McKuen, Leslie Irish, Scott Franklin, Jim Hunt, Mike Ijams, and Dave Majestic.

He stated this proposal was about creating a great place to live, a community San Dimas can be proud of; of creating jobs and the benefits a project like this will bring to the businesses in San Dimas. He felt they have made an effort to recognize the unique features of this site and reduce the impacts to the overall area. Efforts have been made to preserve the scenic vistas and provide linkage to the existing trail systems. They have enhanced public safety features in excess of the existing requirements while making the project economically viable.

In 1998 NJD purchased 400 acres in the foothills; 200 acres in Glendora and 200 acres in San Dimas. The subsequent lawsuit and Settlement Agreement allowed for the acquisition of contiguous property to be included in the development. Parcel 2 was acquired in 2010 and Parcel 3, for 80 acres, is under contract. He didn't think there was another parcel like this available in the foothills and that it was convenient to surrounding communities while providing an escape from the urban rush. They felt it was well suited for development and was located in a bench where the old riding stables were located. They felt there are no major geological or biological features there to prevent development.

While NJD understands the feelings of some in the community to preserve this area, they feel it is private property and the owner is entitled to enjoy the benefits of the property. This area has been used for ranching, equestrian and other uses, and is covered with non-native plants and construction. The Brasada project will protect, preserve, improve and replace any impacts it makes to the habitat. As part of the Settlement Agreement, in 2004-2005 they offered their 400

acres to a conservancy. Glendora took the lead on the submittal and was able to obtain some grant money, but chose to use it on purchasing other property, so NJD started the entitlement process. In 2007 and 2008, NJD cooperated in another effort to obtain the property for a conservancy where the City of San Dimas took the lead, but the economy started to change and there were no funds available to purchase the property for preservation. It is his conclusion that this is a tough property for a conservancy to purchase because it lacks unique geological features and after decades of use there is little to preserve. It is surrounded by residential development and should be viewed as an in-fill project.

In 2004 there was a schematic attached to the Settlement Agreement which included the original 200 acres and showed lots on the high ridges and some in the valleys, and no open space or conservation areas. This also allowed for additional lots to be on-site for transferring development rights from other properties in the foothills. After the 2008 effort to purchase the property failed, NJD started the process and submitted a new map which included the adjacent properties that have since been purchased or placed under contract. This map was used as part of a joint City Council and Planning Commission site visit and incorporated lots that were on the upper ridges and located low on Parcel 3, with access from Cataract Avenue.

In 2009 NJD submitted another map which significantly reduced the area for development and removed the lots on the high ridges and the lower portion of Parcel 3, while creating a significant amount of open space. By reconfiguring the map they were able to reduce the amount of roadways needed by almost a mile. They feel this Tentative Tract Map is the best of all the proposals submitted to meet the interests of the community, the developer and the Settlement Agreement. He presented a 3-D imaging program of the site and showed how the project will look in relation to Terrebonne, Gordon Highlands and Morgan Ranch, and how it would be viewed from outside of the project site from various locations within San Dimas, and the view outward from several spots within the site.

In regards to the debris basins, he stated there were several reasons why they wanted to move forward. He felt the Settlement Agreement implies that the City would be required to process the Tract Map within seven months. He stated they received a letter from the City in January 2010 stating their application was complete, but the City did not start processing the application until early July 2010. At the meeting with LACFCD it was indicated it would take six months or more to review their application. He stated LACFCD is going to adopt new stormwater permit requirements in early 2011, so they could have spent an excessive amount of money to design the basins, and then have to redesign them again. One of the reasons LACFCD wants to see plans early on is that generally the lots are packed so close together that if something needs to be redesigned, the maps cannot accommodate them. He feels they have not overburdened this project and have plenty of leeway in the amount of land available to make any adjustments required by LACFCD, and would prefer to wait for their review after the new stormwater requirements are adopted. He stated they may have to come back to amend small areas of the map to facilitate a storm drainage system, but felt those should be minor corrections.

Stan Stringfellow, Consultant, stated they also didn't know for several months what standards the City wanted the map designed to. He felt they made a reasonable decision to move forward without having the County's approval, and concurred that the LACFCD needs to take the basin into their system. He thought the City Attorney advised a condition of approval could be written to require that so they could move forward with the map.

In regards to the retaining walls he stated they would be using Mechanically Stabilized Earth (MSE) walls which can be planted and landscaped to blend in with the natural habitat. The road is circuitous so the walls will not be straight and all of them will be planted and landscaped. He stated if they reduce the size of the pads, it will raise the height of the lots and make them more

visible below the project. He showed how many of the views will be internal to the project and how the water tank, which is at the highest location, will be hidden by berms and landscaping. He stated their project will be located lower than DeFalco's property, Gordon Ranch, Morgan Ranch, and the upper portion of Terrebonne. He stated most of the lots are in the bowl of the valley and they are preserving the surrounding hills and view impacts from the development.

He stated in regards to the grading, they are limiting grading to 80 of the 270 acres of the site. Once it is fully graded, the pads and roads will represent 50 acres of the project. The rest will be open space and "no build" areas. All lots will be served by sewer, and screening will reduce visibility. The proposed street grades will allow for bioswales and other water quality and storm drain measures. If the roads are too steep, the bioswales will be washed out, so there are environmental trade-offs in respect to how grading is approached. Their grading plans allow for double turnarounds for fire safety; this will allow for better evacuation of people and livestock. Their proposed grading allows for leeway in the design of the water basins yet to be approved by the County and will permit street parking throughout the site. He stated the 1.3 million cubic yard figure was based on a report provided in June of 2009 and it has been revised twice since then, so the grading quantity has been reduced. They do not want to eliminate the double turnarounds and think they provide a benefit for public safety. The City is saying grading can be reduced by 300-400,000 cubic yards, but they are not sure those reductions can be made even using the City's recommendations.

The EIR findings that visual impacts are significant and unavoidable would not be changed by the City's recommendations on grading. The disturbed area is essentially the same and the grading footprint would not change. It will only reduce useable pad width and depth, create steeper roads and driveways and increase the building coverage on the pads. Since most lots will be single-story homes, it will reduce the amount of useable pad space for the owners and limit them on the design of the houses. He felt reducing the amount of grading would reduce the value of the lots and revenue from property taxes, loss of revenue to the developer, eliminate the turnarounds, and reduce the use of water quality and storm drain features.

He showed on the map where the MSE walls will be located, with the major one used on the access road from Cataract, with a small section on the west side and along the road to the water tank, and then along the equestrian access to County property. He thinks they will make a great addition to the project.

He stated in regards to a secondary emergency access, it has to be determined if one of the routes is sufficiently improved to satisfy the mitigation measure Tra-3A, which requires the applicant to provide "...at least one additional offsite emergency access route to City standards to provide secondary access to the proposed project site in the event of wildfire or other emergency situations..." The second issue to consider is that if they cannot find that any of the options are adequate, then they must consider if the project meets the standards for a single-access development. They had a consultant prepare an analysis to determine the preferred emergency access route, and they determined that Wildwood Ranch Road would be the best. It would move residents and livestock away from a Santa Ana wind fire-driven event. It also takes people out to a paved road. In the Program EIR the secondary access requirements are a 20 foot wide road as long as it doesn't exceed 10% slope, so they feel they can meet the minimum requirements.

He also spoke about whether they can satisfy the requirements for a single-access project. The EIR has asserted a maximum number of units allowed to qualify is 75 for a single-access project. Terrebonne has more than 91 developed lots with a single access, as does Gordon Ranch. They have both addressed their secondary access by using Wildwood Ranch Road. The applicant is proposing a restrictive covenant through their Glendora property that would

protect and preserve the connection with Brasada in case of future development. They have also prepared a fuel modification plan up to 200 feet away from the houses as part of their fire protection plan. He felt when the 75 lot restriction was enacted, materials such as shake roof shingles were still being used. They are now using ignition resistant materials in their construction, and proposing to install fire sprinklers in all the houses, along with fire hydrants, so they think they have met the requirements for a single-access development.

Stan Stringfellow, Consultant, stated in regards to density and how they arrived at 61 lots, the original Settlement Agreement provided for 38 units on 200 acres. They also had the ability to add seven additional lots if they obtained the transfer of development rights. With the acquisition of Parcel 2 they added three more units; and Parcel 3 added five more units. That brings the total up to 46 lots. They are asking for 15 additional lots to make up for removing seven lots on the upper ridges. They feel this is a negotiated number of units to compensate for removing the ridge lots. As a result of the redesign of the map, this leaves an excess of 40 acres which has been offered to the City, along with the 84 acres of open space the City will get.

He stated they limited the number of equestrian lots on the east to four because of access to the trail system. The five lots on the west were identified when they thought the Ferguson Motorway was going to continue up and be part of a trail system with the development of the Gordon Highlands project, which did not materialize. He felt the nature of equestrian use was changing and that there would not be much demand for equestrian lots in this area. Staff is now recommending an east/west connection, which was in the original plan but was removed at Staff's request. They feel it would be cumbersome and costly for the City to maintain. If their application is approved, they will not prohibit residents to ride on the private streets to get to the trail on the east and will provide a condition in the CC&R's.

He stated the reason they would like to limit the number of horses kept on site is because it doesn't really reflect the character of the major portion of the community. They have concerns about the number of horses that could be allowed under the current standards and that they might have a situation where in an emergency they would be evacuating more livestock than people. He felt it was more a public safety issue rather than an objection to horsekeeping. The Equestrian Commission approved the standards they are proposing and said their preference was for the City to take over the lower 40 acres to provide an east/west connection.

He concluded that the Tentative Tract Map proposed by NJD balances the interests of the community, the rights of the developer and the responsibility of the City. They feel it is a superior project and ask that the Commission recommend approval.

Michael Houston, Attorney with Rutan and Tucker, stated he felt Mr. Stringfellow has communicated the reasons why they believe they deserve all 61 lots and how it is the right approach for a number of reasons. They are opposed to reducing the number of lots to 54 as recommended by Staff.

Commissioner Ensberg asked Mr. Houston if he felt anything Mr. Stevens said was arbitrary, capricious or irrational.

Michael Houston, Attorney, stated he thinks their proposal is the best, and that they only received the staff report on the Tentative Tract Map on Tuesday morning at 2:00 a.m., and they only received the reports on the General Plan and Specific Plan on the previous Friday. They will prepare more complete responses before next week so they can be in the Planning Commission package for the next meeting.

Michael Houston, Attorney, stated there were some questions raised earlier he would like to address. He stated first is that he understands the City of Glendora has submitted a letter questioning easement rights. They acknowledge the 20 foot easement. He also wanted to clarify that the applicant will dedicate the 83 acres of open space if the project is approved as proposed. They also feel that 18 years is a reasonable timeframe for the development agreement as the City is receiving a lot of benefit from this transaction.

Commissioner Ensberg asked if they are willing to agree to whatever requirements LACFCD places on the debris basins.

Michael Houston, Attorney, stated they cannot agree without knowing what the County wants. Regarding the third-party approval, they need to be able to review the quality of the person coming in to perform work on their property. He stated he can provide answers to Commissioner Ensberg's comments to the City Attorney.

Commissioner Rahi asked for clarification on where they are coming up with the additional 15 lots.

Stan Stringfellow, Consultant, stated the seven lots on the ridgeline are very, very valuable, so for compensation for not building there, the developer is asking for two lots for every lot on the hill. The lots that have been removed from the lower portion of Parcel 3 are not calculated into that.

Commissioner Bratt asked what are the plans for the 40 acres that are under discussion by the City Council next week.

Kim Scott, NJD, stated the 40 acres became excess inventory after they removed the proposed lots from them, so they sent a letter to the City to see if they would be interested in having the property donated to them.

Chairman Schoonover opened the meeting for public hearing. Addressing the Commission were:

David Bills, 1354 Shirlmar, stated while he is not in total opposition to the project, he has concerns that the potential negative impacts have not been fully addressed. He lives downslope from the drainage facility and historically they have already been subjected to drainage issues. He is also concerned about the general destabilization of the hillsides and feels the more grading that occurs in that area can only increase the problems they have had, and the residents are looking to the City to protect them. He is also concerned about limiting the number of equestrian lots because past experience has shown that when developers have asked for the number of lots to be limited, once they are all occupied conflicts arise between the two types of properties. He lives in a horsekeeping zone and when people move into the neighborhood, they understand that this is a horsekeeping area. Having CC&R's will help, but he feels they should allow more equestrian lots. He also has a problem with the trail designations. That area has already had a lot of people limiting access now, and as things develop further access to non-designated official trails tend to go away. He would like to suggest that the trail system be fully funded.

Charles Brown, 2778 Terrebonne, was impressed with both presentations and felt a lot of his questions had been answered but he is still concerned with the proposed length of time for the development to occur and thinks ten years for the development agreement is a reasonable length of time. He also wanted bonds put in place to ensure completion of the infrastructure. He wasn't sure if the location of the two-story homes would be visible from below, and was also

concerned over what NJD planned to do with the 200 acres they own in Glendora. He felt they should have a better evacuation plan in place. He lives at the end of Terrebonne and they do have a secondary paved access for emergencies and felt that needed to be addressed for Brasada.

Pat Fuscoe, Engineering Consultant, stated the problems the residents are experiencing now with drainage is a result of having raw land that is not maintained. There will be measures in place to limit issues with grading and erosion during construction, and once grading is finished, the landscaping will prevent many of the current issues.

Kim Scott, NJD, stated they will agree to have approval from LACFCD for the debris basin, and that currently they have no plans for their property in Glendora.

Pat Fuscoe, Engineering Consultant, stated there are several basins planned for the property for both debris catch and floodwater control. They may want to keep some of the smaller basins private for flexibility to allow for water infiltration, but the larger basin towards the bottom is more likely a candidate to give to the County.

Stan Stringfellow, Consultant, stated another reason they arrived at the number nine for the equestrian lots is that they did an internal market study and found there is not a strong market for equestrian lots in today's economy. The two-story homes will be located in the valley portion of the project and none on the ridges.

Rick Jemison, Vice President of NJD, stated they are agreeing to the condition to get approval from LACFCD for the debris basin, and if they can't get their current design approved, they will come back to amend the map with the required design.

There were also two e-mails received from Paula J. on Maverick Drive and Randie Kreutzer opposing the development of 61 homes in the hillsides, which will be made part of the public hearing record, along with a letter submitted by the City of Glendora in regards to the secondary access road, and a letter from Michael Houston, Rutan and Tucker, regarding phasing of the Final Map.

There being no further comments, the public hearing was closed.

Commissioner Ensberg asked if there was a problem with continuing this item to the next Commission meeting in order to receive further comments from the applicant.

Assistant City Manager Stevens stated the applicant's ultimate goal was to try and bring this forward at the December 14th City Council meeting. They can still make the noticing requirements for that meeting if the Commission makes a decision on December 1st, but if not, the schedule will slip as there is only one City Council meeting in December. He felt they can work with the applicant to have their comments in the resolutions Staff will bring forward on December 1st. He asked if the Commissioners had a consensus on the points where Staff differs from the applicant.

Commissioner Bratt stated he is reluctant to proceed without a Final EIR document. He felt there were concerns expressed in some of the letters that need a response before they proceed. He felt both Staff and the applicant made complete presentations regarding the issues. He stated if they allow the amount of grading requested by the applicant, then they could keep the turnarounds, and he was in favor of that. He concurred that not as many people want equestrian lots as in the past so he has no objections to limiting the number of lots and horses. He also felt the applicant has compromised by giving up the best lots so he is also all

right with the 61 lots proposed. He wanted to be certain that if they leave the issue of the debris basins open, there should be conditions that require NJD to do what the County wants in regards to design. He attended the tour held for the Commission and Council and concurred that this is not open, pristine area; it has been modified and altered over the years, and he felt the proposed project would improve that area.

Assistant City Manager Stevens wanted to clarify that Mr. Jemison has stated that there will be a condition to require that the debris basins be designed to meet LACFCD standards and accepted into their system. If they can't design to the County standards, or substantive changes in the design are made, then this item may need to come back to the Commission for review. The City will not take on the maintenance of the lower basin. The question before the Commission is if they prefer to have this issue resolved in advance of approving the Tentative Map by having the applicant go through the County's approval process now. If the Commission chooses to recommend moving forward with approving the Tentative Tract Map and the County is unwilling to accept the current design, will a redesign of the basin create other problems with the project design.

Commissioner Bratt stated in regards to the Development Agreement, he preferred to see a timeframe that was 13-15 years in length.

Commissioner Rahi asked if all of these items needed to be approved at the same time.

Assistant City Manager Stevens stated technically they do not; however, the General Plan and Specific Plan Amendments are linked together and should be decided as close together as possible. The EIR can be done later, but again, the closer the approval is to the others, the better. The TTM can be done separately, but the applicant does not want to wait. The Development Agreement can also be decided later but it is desirable to keep that near the same approval time.

Commissioner Rahi stated the applicant has stated they have not had much time to review Staff's alternate options for the General Plan and Specific Plan.

Assistant City Manager Stevens stated if the Commission were to go with Staff's recommendations, or Option B, the applicant would have to make some changes to the project and they don't want to do that, so it is fair to say the applicant prefers Option A overall, though the Commission may want to make some language changes to the A options. There has been discussion whether Option A fully accommodates the project, so that is the applicant's main concern. The applicant would like to be able to work on some of the language a little more, and it is the intention of Staff to work with them on that through the next couple of weeks. If he concurs with Commissioner Bratt's comments and thinks the project is appropriate, there will still be some language adjustments to make. But if he feels strongly on an issue like grading and thinks it should be the lesser amount, then that will be more difficult to work out.

Commissioner Rahi felt the debris basin needs to be the County's responsibility and wanted to know what was the advantage for NJD to wait on submitting for approval. He would prefer to not approve the map tonight if it is only going to come back to them in a few months. He did indicate he was in support of NJD's grading proposal.

Commissioner Ensberg stated he had no objections to having 61 lots in the project, and was also all right with NJD's grading plan and their assurances that they agree to comply with the County's standards for the debris basin and that the County will have to accept it into their system for maintenance. He is not comfortable with changing the equestrian requirements from the City's standards so disagreed with that. In terms of choosing whether he supported the A or

B options for the General Plan and Specific Plan Amendments, he would like to give the applicant more time to review and submit their comments. He would prefer to wait and make a final decision on December 1st.

Chairman Schoonover concurred that both presentations were excellent and clarified a lot of questions. He also liked the 3-D presentation. In regards to the General Plan Amendments, there are 31 changes listed and Staff is recommending Option B in all but four of them. He is more comfortable with Option B and would support that, as well as reducing the number of lots to 54. Though NJD's presentation alleviated some of his concerns regarding the amount of grading, he was in agreement with Commissioner Ensberg and did not think they should create separate standards for equestrian lots. He felt the debris basins needed to be addressed, and if the applicant feels they have not had sufficient time to review all the material, they should be given more time to submit their comments. He concurred with Commissioner Bratt that he was not comfortable certifying the EIR when they have not seen the final document.

MOTION: Moved by Ensberg, seconded by Bratt to continue the public hearing to the December 1, 2010 Planning Commission meeting to address the following issues:

- As it relates to the EIR, we direct Staff to prepare the appropriate Resolutions, Findings, Response to Comments, and Statement of Overriding Considerations so that those documents are technically correct and available, with the intention to certify those unless we find in the detail of the response to comments a concern that warrants further review.
- As it relates to the General Plan Amendment, we direct Staff to prepare a Resolution and language which is generally Option A and supports the project as submitted, and the same as it relates to the Specific Plan Amendment, understanding that in the interim two weeks the applicant and Staff will work together to address any language concerns because of the timing to review that, noting that there is not a consensus on the changing of equestrian standards, so that may be addressed as an either/or in regards to the total number of lots and on the changing of the standards.
- As it relates to the Tract Map, we direct Staff that there is consensus to generally support the project, to adjust and revise the conditions based upon discussion with the applicant in the intervening two weeks, specifically to ensure that we address the County Flood Control issue and create internal consistency between the documents, again with the understanding that those conditions related to horsekeeping do not have a consensus yet.
- As it relates to the Development Agreement, we direct Staff to continue to work on the language noting the comments made.

Motion carried 3-1-1 (Schoonover no, Davis absent).

COMMISSION BUSINESS

5. **CONSIDERATION OF CLASSIFICATION OF USE 10-01** – A request to classify Jumping Jacks, a children's entertainment business that hosts birthday parties, as a gym, which is conditionally permitted within the Creative Growth Area 1 – Regional Commercial (CG-1).

Chairman Schoonover stated the applicant has requested that this item be continued to the next regularly scheduled Planning Commission meeting due to the length of the earlier public hearing items.

RESOLUTION PC-1426

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SAN DIMAS DENYING CLASSIFICATION OF USE 10-01, A REQUEST TO CLASSIFY JUMPING JACKS, A CHILDRENS ENTERTAINMENT BUSINESS THAT HOSTS BIRTHDAY PARTIES, AS A GYM WITHIN THE CREATIVE GROWTH AREA 1 – REGIONAL COMMERCIAL ZONE

MOTION: Moved by Bratt, seconded by Ensberg to continue consideration of Classification of Use 10-01 to the December 1, 2010 Planning Commission meeting. Motion carried 4-0-1 (Davis absent).

ORAL COMMUNICATION

6. **Director of Development Services**
Director Coleman stated that no state laws were passed this legislative session that would affect planning processes. He stated that Gina Staropoli, Departmental Assistant in the Planning Department, has resigned and her last day with the City will be November 30.

7. **Members of the Audience**
No communications were made.

8. **Planning Commission**
Commissioner Bratt stated the Traffic Committee discussed the expansion of Starberry Farms and the number of questions raised by the surrounding residents at Planning Commission. He thanked staff for presenting a thorough report and for Director Coleman for going to bat on his behalf in regards to preservation of the tree on Foothill Boulevard.

ADJOURNMENT

MOTION: Moved by Ensberg, seconded by Rahi to adjourn. Motion carried 4-0-1 (Davis absent). The meeting adjourned at 11:30 p.m. to the regular Planning Commission meeting scheduled for December 1, 2010.

Jim Schoonover, Chairman
San Dimas Planning Commission

ATTEST:

Jan Sutton, Planning Commission Secretary

Approved: December 1, 2010

EQUESTRIAN COMMISSION
MINUTES
November 2, 2010
Senior Citizen / Community Center Meeting Room

PRESENT: Vice Chair Rebecca Pike
Commissioner Doug Aschenbrenner
Commissioner Yvette Picconi

Councilman Jeff Templeman
Assistant City Manager Ken Duran

ABSENT: Chair Claudia Cook
Commissioner Marca DeMonaco

CALL TO ORDER

The meeting was called to order at 6:00 pm. by Vice Chair Pike

APPROVAL OF MINUTES OF OCTOBER 5, 2010

Vice Chair Pike made corrections to the minutes. The staring time of the meeting should have been 6:00 p.m. Also, there needs to be clarification of the paragraph that describes Commissioners Aschenbrenner's comments regarding the manure recycling report. Commissioner Aschenbrenner made a motion to approve the minutes as amended. The motion was seconded by Commissioner Picconi and passed unanimously.

REVIEW AND COMMENT ON GENERAL PLAN AMENDMENT 08-02, SPECIFIC PLAN AMENDMENT 08-04 AND TENTATIVE TRACT MAP 70583 RELATED TO THE BRASADA RESIDENTIAL DEVELOPMENT

Assistant City Manager for Community Development Larry Stevens provided a staff report on the proposed project. He indicated that the draft EIR is out for circulation with deadline for comments due November 4th. He added that the General Plan and Specific Plan amendments and Tract Map hearings are scheduled for the Planning Commission on November 17th and tentatively for City Council on December 14th.

Mr. Stevens commented that the Commission should focus their discussion on three areas; the number of equestrian designated lots, the proposed changes to the horse keeping standards and the proposed trails. He went on to explain that there are nine lots designated for horse keeping and he showed the specific lot locations on the site plan.

Mr. Stevens explained that the applicant is proposing to limit the number of horses allowed to be kept on each lot to a number less than is allowed by the City's existing horse keeping standards elsewhere in the Code. He elaborated that the proposal is to reduce the maximum numbers of horse allowed per lot from five per acre with a total maximum of 15 per lot to two per acre with a total maximum of five per lot. In addition the proposal is to reduce the number of breeding horses from three per lot to two.

Mr. Stevens identified on the parcel map the location of the proposed trails. He identified two trails, one off the north west corner of the project connecting to Sycamore Motorway and one of the east side of the project connecting with the county road. He further explained that there are other trail opportunities that are being explored through the south 40 acres adjacent to Horsethief Canyon Park but those are not part of the Tract Map and may or may not materialize depending on negotiations between the developer and the City. He further added that City staff will be recommending a trail through the project linking up to Ferguson Motorway to the North West corner. He added that if the trails in the south 40 acres do develop than the trail through the project could be eliminated. He also pointed out that there may be a trail opportunity off the north 85 acres, but again that is not part of the tract map. Mr. Stevens concluded his presentation.

Stan Stringfellow, representing the applicant, explained the applicants reasoning in designating and siting of the nine equestrian designated lots. He commented that those specific lots were chosen because of their separate identity including lot size, access and trail access. He further commented that their market studies indicate that there will not be a large market for equestrian lots. He further added that they do not feel that the cost of putting in a trail through the project is justified due to the limited access and limited number of lots.

Mr. Stringfellow commented that the south 40 acres has been offered to the City and that there are potential trail options through that area. He added that if for some reason the City did not accept the 40 acres they would be willing to grant trail easements over the property with the ability for them to be relocated if that property ever developed in the future. There was discussion on the potential for trails on the south 40 acres.

Mr. Stringfellow commented that the request to reduce the number of horses per lot is because even though many of the lots are several acres the buildable pad area is much less and that they feel that the number of horses allowed under the existing standards is too many. He added that the proposed maximum number of five is somewhat negotiable.

Mr. Stringfellow commented that there have been changes to the map to create cul-de-sacs that among other things could assist with trailer loading. He also commented that they have made a request to the County for emergency access to the east.

Commissioner Aschenbrenner asked Mr. Stevens how common is it for a tract map to deviate from existing equestrian standards. Mr. Stevens responded that the only instance that he could recall was the Crystal Indian Springs tract on Baseline where the lots were smaller and there is a common horse keeping area.

In response to a question Mr. Stevens stated that any trail within the project would have to be built to the City's trail standards and would be maintained by the City.

Mr. Aschenbrenner stated that he agrees with staff on requiring the east west trail through the project. Commissioner Picconi said she concurred with Commissioner Aschenbrenner. There was more discussion on the east west trail proposal.

Vice Chair Pike commented that she did some research with the Glendora Trails Committee and found that there was supposed to be a trail through the Gordon Highlands Development that was never built and there is not a connecting trail on the Glendora side of the Ferguson Motorway. She added that she thinks the best trails option is in the south 40 acres. She added that it provides benefit for the most people. She also reported she and Commissioner Picconi tried to hike the Shirlimar trail but couldn't get past a locked gate. Mr. Stevens responded that there clearly are access issues from private property on the south 40 acres. He added that there have been some discussions with scheduling a City Council discussion sometime this month about the offer to the City of the south 40 acres.

Commissioner Aschenbrenner commented that he has concern with only nine equestrian lots but he could live with it if the trails are adequate. He added that he objects to deviating from the other horse keeping standards. He also stated that he supported staffs recommendation on the trails. Commissioner Picconi commented that she also agreed with not changing the horse keeping standards. Commissioner Aschenbrenner added that he would not support the City maintaining the interior trail if it doesn't connect to other trails. There was further discussion on the trails. It was suggested that if the east west trail were eliminated there should be not restriction on allowing horses to ride on the street.

Councilman Templemen commented that if the City accepts the south 40 acres the development of the trails would most likely be the responsibility of the City. He asked if the developer is not required to build the east west trail if the amount of money saved by not building the trail could be required to put into an escrow account for development of trails in the south 40 acres or elsewhere. Mr. Stevens responded that the City would have to make the nexus that the trail development or improvements is related to the development of the project. He added that he believes that nexus could be made.

The Commission had further discussion on the three equestrian issues. The Commission came to a consensus on all three issues.

Commissioner Aschebrenner made a motion that the Commissions consensus comments are: 1) the Commission is okay with nine equestrian designated lots, though there preference would be to have more; 2) the Commission is in favor of keeping the existing citywide horse keeping standards as far as the maximum number of horses per lot, however, they don't have an objection to the HOA having architectural standards for out buildings; 3) the Commission agrees with staff's recommendation regarding the trails in that they like the east west trail suggestion but the preferred option is for trails in the

south 40 acres in lieu of the east west trail. In addition, if the east west trail is eliminated they suggest that the HOA can not restrict riding horses in the street. The motion was seconded by Commissioner Picconi and approved unanimously.

HHOFBEATS ARTICLE

Vice Chair Pike commented that she will provide an article to Mr. Duran for the December newspaper.

DATE FOR THE 2011 TRAIL CLEAN-UP PROJECT

Vice Chair Pike suggested that the Commission table this item to the next meeting when all of the Commissioners can be present.

CITY COUNCIL REPORT

Councilman Templeman commented on the 50th Anniversary News Years Celebration and City Hall renovation project.

COMMISSIONERS COMMNETS

Commissioner Piconni shared pictures of the trail on Baseline and Iglesia and asked about extending the trail. Mr. Duran responded that the reason the trail and fence do not extend north on Iglesia is because it is not a City designated trail and it deadens into improvements half way up the block. Councilman suggested that since it is not really a trail issue Commissioner Piconni work with the appropriate City department to discuss right of way issues.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:40 p.m.

CITY OF GLENDORA CITY HALL (626) 914-8200
116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

November 17, 2010 Hand Delivered

Mr. Larry Stevens, AICP
City of San Dimas
245 East Bonita Avenue
San Dimas, CA. 91773

Re: Secondary Emergency Access – Tract 70583

Dear Larry:

In addition to the comments already provided to the City of San Dimas regarding this project, the City of Glendora requests that the City of San Dimas include this letter as part of the administrative record for tonight's Planning Commission public hearing for Tentative Tract Map 70583, as well as any future subsequent public meetings on the proposed tentative map. The purpose of the letter is to provide additional information to the City of San Dimas concerning discussion over the establishment of a secondary emergency access for Tentative Map 70583. This information relates specifically to the proposed secondary emergency access identified on Figure 4.10-1 of the Draft EIR as "EXISTING WILDWOOD MOTORWAY". In the City of Glendora, this access is known as Wildwood Ranch Road and is a private street.

In addition to parcels owned by NJD in Glendora, Wildwood Ranch Road crosses over seven other parcels. Two of these parcels are owned by the City of Glendora. Another parcel owned by the City of Glendora is immediately contiguous to Wildwood Ranch Road. Based on an ALTA dated August 14, 1998 in the City of Glendora's possession, NJD is a subsequent beneficiary to a 20 foot wide easement for ingress and egress over Wildwood Ranch Road.

Based on information contained in the DEIR and the requirements of the Los Angeles County Fire Department, an adequate secondary emergency access is considered to be 24-feet wide. As a property owner, the City of Glendora has not granted NJD any additional rights to widen its existing 20 foot wide easement over the two parcels owned by the City which Wildwood Ranch Road crosses to meet the 24-foot wide emergency access requirements of the Fire Department. The attached exhibit identifies the general location of Wildwood Ranch Road relative to properties owned by the City of Glendora.

In addition, it's unclear if the easement which NJD holds for the use of Wildwood Ranch Road provides them with the legal authority to convey any access rights to additional parties, namely "NJD S", placing additional burden over the properties owned by the City of Glendora.

Sincerely,

Jeff Kugel, Director
Planning & Redevelopment
City of Glendora

Attachment: Glendora Property Ownership Exhibit

Glendora Ownership & Road Exhibit

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CITY OF SAN DIMAS
DEVELOPMENT SERVICES

STATE OF THE ART WILDLAND URBAN INTERFACE FIRE PROTECTION; A SYSTEMS APPROACH

Scott Franklin Consulting Hunt Research Corporation

1. EXECUTIVE SUMMARY:

For many years there were no specific requirements in the California Fire Code or local Ordinances regarding construction in the Wildland Urban Interface (WUI). There were no requirements for residential fire sprinkler systems, and the requirements for Fuel Modification were insufficient prior to 1980. Wood shingle roofs were not prohibited for many years.

Ventura County enacted restrictive Wildland Fire ordinances in 1988. Los Angeles County did so in 1994 and Los Angeles City did so in 1997.

There have been major WUI fires which would typically burn until the wind abated. The most destructive fires are wind driven fires in a "Santa Ana" fire condition with hot dry winds blowing from the north and east.

Fires can spread for miles due to continuous fuel beds, climactic changes (extended droughts, including biologic invasions with resulting high intensity wildfire) creating ember storms, which contributed to excessive structural loss.

No extensive research was conducted regarding the cause of structural ignitions. It was known that wood shingle roofs were responsible for the loss of many homes. Wood shingle roofs contributed to major WUI conflagrations for many years. Finally, wood shingle roofs were outlawed unless they are approved as a class A roof assembly. Now, wood roofs are no longer a WUI fire problem in new developments and in most developments. Therefore, a major fire problem which leads to various legacy code requirements has been eliminated.

The state changed Public Resources Code (PRC) 4291 requirements for fuel modification to require a minimum of 100 foot of fuel modification from structures, instead of 30 feet.

This significantly improved the defensible space around a structure and is a contributing factor to reducing losses and protecting structures. However, for many years, it was thought that the answer to fuel modification was to provide a 300 foot fuel break around a community. What wasn't clearly realized was that in a wind driven fire, embers can travel miles, and will most likely jump over the community fuel break and land in both the native vegetation and the ornamental vegetation around the structure, igniting it and spreading fire into the structure, often via inadequate window and door glazing, siding, vents, openings on edges of roofs, and unprotected openings, etc.

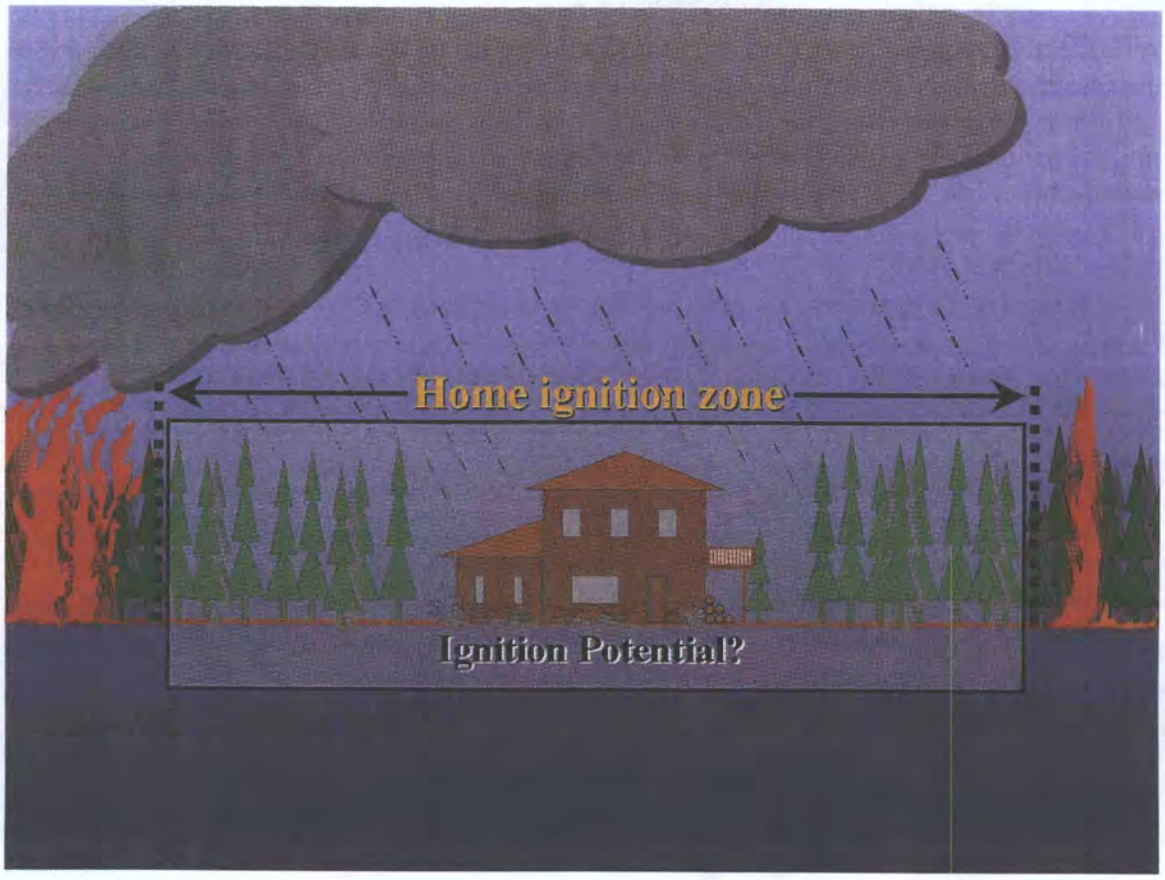
The older, legacy codes have not been revised for a number of years and have not incorporated recent advances in WUI Fire Protection that apply structural safeguards that apply recent advances in WUI Fire Protection that apply modern structural safeguards which include Ignition Resistant materials and construction methods. Fire Agencies are just recently beginning to recognize the value and proven record of these ignition resistant materials and construction methods that have been implemented during the past ten years. Various jurisdictions (City, County and State) still base their structural and fuel modification requirements on 1960 or earlier data. These older standards, which a number of Fire Departments continue to rely on as the basis for their recommendations, fail to allow for the significant and verifiable improvements these updated materials and construction methods have achieved in the past few years and are only now starting to recognize the significant fire safety improvements now required under the most recent Building Code changes, as found in California Building Code Chapter 7-A.

The value of the type of construction now reflected in the recent Code changes have been verified by fire agencies and the California Fire Chiefs, Southern California Fire Prevention Officers, WUI Committee, by actually observing dramatic examples of structural survival during recent major fire events in San Diego County and other areas. Simply stated, the old codes were the result of non-scientific prescriptive standards, which were not performance based and did not rely upon science as the main supporting component of the code.

The County of Los Angeles Title 21, the Subdivision requirements, is a good example of an older code that is the result of non- scientific prescriptive standards, which are not performance based and did not rely upon science as the main supporting component at its inception. Reliance on these outdated standards and failure to consider advances in hillside and high fire hazard area fire protection measures or recognize the advances in the modern art and science of fire protection, as nullifying the need for prescriptive requirements, perpetuates an unreasonable limit on the number of homes that can be built in a single access development. In other words, the requirements established are the same for a development that meets minimum prescriptive standards, regardless of the design or density, as they are as for a development that has implemented a state of the art Fire Protection Plan. As set forth in its Fire Protection Plan, the Brasada Development meets and exceeds all applicable, current Fire and Building Code requirements and proposes a performance based systems approach to WUI Fire Protection.

2. THE SYSTEMS APPROACH TO WUI FIRE PROTECTION:

After years of WUI firefighting and attempts to legislate adequate requirements, it was finally realized that the real WUI fire problem focuses on the Home Ignition Zone, which is that zone immediately around and including the structure. The following is an illustration by Jack Cohen, Research Scientist for the United States Forest Service. The illustration depicts the Home Ignition Zone, which is determined to be that area which includes the structure and the vegetation directly adjoining the structure. This is the critical area to provide fuel modification within, in order to assist in preventing ignition of a structure.



Much of the recent research and testing within the Home Ignition Zone has been conducted by Research Scientist, Jack Cohen, with the US Forest Service Wildfire Research Station in Missoula Montana. Other testing and research has been done by the California State Fire Marshal and the Southwest Research Station.

Mr. Cohen, in his paper titled "Wildland Urban Fire- A different Approach", states"the Home Ignition Zone includes the home and an area surrounding the home within 100 to 200 feet. The potential for ignition depends on the home's exterior materials and design and the amount of heat to the home from the flames within the Home Ignition Zone. Firebrand ignitions also depend on the Home Ignition Zone either by igniting the home directly or igniting adjacent materials that heat the home to ignition".

Mr. Cohen goes on to state: "During a wildland urban fire a home ignites from two possible sources: directly from flames radiation and convection heating) and/or from firebrands accumulating directly on the home. Even the large flames of high intensity crown fires do not directly ignite homes at distances beyond 200 feet." The Brasada development proposes 200-foot fuel modification zones.

Mr. Cohen has also stated that "if homes don't ignite; homes don't burn. And if homes don't burn, the WUI fire problem does not exist".

Mr. Cohen's work has helped clarify that with the vast number of firefighting resources in California, including LA County's fine Fire Department, unless the fuel modification and construction materials and methods for structures in the WUI are properly addressed, firefighter resources can only do so much to protect structures. They must use a triage method to attempt to determine which structures will be "winners or losers" in the suppression fight. The ability for a reduced number of fire forces to protect a newer subdivision is of great benefit to a Fire Department in deployment of resources during a major WUI fire. They can now deploy their resources to the older developments having less protection. In subdivisions such as Stevenson Ranch in Santa Clarita, Tesoro and Plum Canyon, it has been found that the well-protected developments required much fewer fire resources for protection. Fuel Modification Zones assisted significantly in protecting the developments.

Studies show that rather than having mass evacuations of subdivisions during WUI fires, such as the recent major fires in San Diego County, the residents can "shelter in place" if they cannot leave early. This requires a properly protected structure and proper fuel modification and water supply. Most fatalities in WUI fires have occurred while residents were attempting to evacuate. The main front of a fire passes in minutes, not hours. Homes designed in accordance with "shelter in place" standards have significant advantage over homes designed under current LACOFD and County of Los Angeles Standards.

The California Fire Services, including LA County, have adopted the "Ready, Set, Go" program for use by residents in WUI fires. This program stresses preparation of structures to withstand a WUI Fire, by the use of proper building materials and safeguards and adequate fuel modification. Brasada will have these features and will comply with the recommendations in the program. The extensive fire protection will allow residents to shelter in place if there is not time to leave early.

Post 1995 developments which are implementing a performance-based systems approach to WUI fire protection are doing very well in WUI fires. In the recent San Diego County Fires, only 2% of those homes, which have the modern construction and fuel modification, had any fire damage. That damage was typically due to someone leaving their garage door open, windows open or having firewood on a porch.

The main reason structures (homes, etc) ignite and burn during a WUI fire are as follows:

1. Fire spreading into structure through open windows or doors.
2. Airborne burning embers entering structures.
3. Ignition of non rated roofs
4. Glass breaking due to airborne materials striking it during a wind driven fire
5. Ignition of combustible materials close to structure (fire wood on porch, etc).
6. Ignition of non ignition resistant walls

The main reason for an actual flame front impacting a structure is due to inadequate clearance structure to structure and non-fire resistive native and ornamental vegetation igniting around the structure.

The main objective for WUI Fire Protection is to implement a performance based systems approach to fire protection in hillside communities and high fire hazard areas which includes the following:

1. Ignition resistant construction in compliance with California Building Code Chapter 7-A and 15, to prevent ignition of a structure and to protect from intrusion of fire through glazing.
2. Internal residential fire sprinkler systems to serve as a last line of defense if fire does enter a structure, and to prevent fire from spreading from the structure into the vegetation.
3. Adequate fuel modification, including control of ornamental vegetation, to prevent fire spread from natural vegetation to the structure.
4. Specifically designed, baffled, vents to prevent intrusion of burning embers into ventilated spaces.
5. Adequate fire flow with approved mains and hydrants.
6. Fire Code compliant roads within the development.
7. 20 foot wide secondary access road if required by the Fire Department.
8. Adequate street signage and addressing.
9. Initial and ongoing education program for residents regarding fire prevention, readying their property to defend itself from fire, sheltering in place, and the LACO Fire Department "Ready, Set, Go" program.
10. Ongoing required maintenance of main roads, any emergency access roads, water supply, fuel modification, gates, etc., which is guaranteed by deed encumbrances, etc.

Refer to the following illustrations of a fire safe home:

Tour a Wildfire Ready Home

Home Site and Yard: Ensure that you have at least a 100-foot radius of defensible space (cleared vegetation) around your home. Note that even more clearance may be needed for homes in severe hazard areas. This means looking past what you own to determine the impact a common slope or neighbor's yard will have on your property during a wildfire.

Cut dry weeds and grass before noon when temperatures are cooler to reduce the chance of sparking a fire.

Landscape with fire-resistant plants with high moisture content and are low-growing.

Keep woodpiles, propane tanks and combustible materials away from your home and other structures, such as garages, barns, and sheds.

Ensure that trees are far away from power lines.

See our website for a list of plants and planting criteria.

Inside: Keep working fire extinguishers on hand.

Install smoke alarms on each level of your home and near bedrooms. Test them monthly and change the batteries twice a year.

Address: Make sure your address is clearly visible from the road.

Garage: Have a fire extinguisher and tools such as a shovel, rake, bucket, and hoe available for fire emergencies.

Install a solid door with self-closing hinges between living areas and the garage. Install weather stripping around and under the doors to prevent ember intrusion.

Store all combustibles and flammable liquids away from ignition sources.

Driveways and Access Roads: Driveways should be designed to allow fire and emergency vehicles and equipment to reach your house.

Access roads should have a minimum 10-foot clearance on either side of the traveled section of the roadway and should allow for two-way traffic.

Ensure that all gates open inward and are wide enough to accommodate emergency equipment.

Trim trees and shrubs overhanging the road to a minimum of 13 1/2 feet to allow emergency vehicles to pass.

Non-Combustible Fencing: Make sure to use non-combustible fencing to protect your home during a wildfire.

Roof: Your roof is the most vulnerable part of your home because it can easily catch fire from wind-blown embers. Homes with wood-shake or shingle roofs are at a higher risk of being destroyed during a wildfire than homes with fire-resistant roofs.

Build your roof or re-roof with fire-resistant materials that include composition, metal or tile. Block any spaces between roof decking and covering to prevent ember intrusion.

Clear pine needles, leaves and other debris from your roof and gutters.

Cut any tree branches within ten feet of your roof.

Non-Combustible Boxed In Eaves: Box in eaves with non-combustible materials to prevent accumulation of embers.

Raingutters: Screen or enclose raingutters to prevent accumulation of plant debris.

Vents: Vents on homes are particularly vulnerable to flying embers.

All vent openings should be covered with 1/8-inch or smaller metal mesh. Do not use fiberglass or plastic mesh because they can melt and burn.

Attic vents in eaves or cornices should be baffled or otherwise prevent ember intrusion (mesh is not enough).

Water Supply: Have multiple garden hoses that are long enough to reach any area of your home and other structures on your property.

If you have a pool or well, consider a pump.

Windows: Heat from a wildfire can cause windows to break even before the home ignites. This allows burning embers to enter and start internal fires. Single-paned and large windows are particularly vulnerable.

Install dual-paned with the exterior pane of tempered glass windows to reduce the chance of breakage in a fire.

Limit the size and number of windows in your home that face large areas of vegetation.

Walls: Wood products, such as boards, panels, or shingles are common siding materials. However, they are combustible and not good choices for fire-prone areas.

Build or remodel with fire-resistant building materials, such as brick, cement, masonry, or stucco.

Be sure to extend materials from foundation to roof.

Chimney: Cover your chimney outlet and stovepipe with a non-flammable screen of 1/4-inch wire mesh or smaller to prevent embers from escaping and igniting a fire.

Make sure that your chimney is at least 10 feet away from any tree branches.

Deck/Patio Cover: Use heavy timber or non-flammable construction material for decks and patio covers.

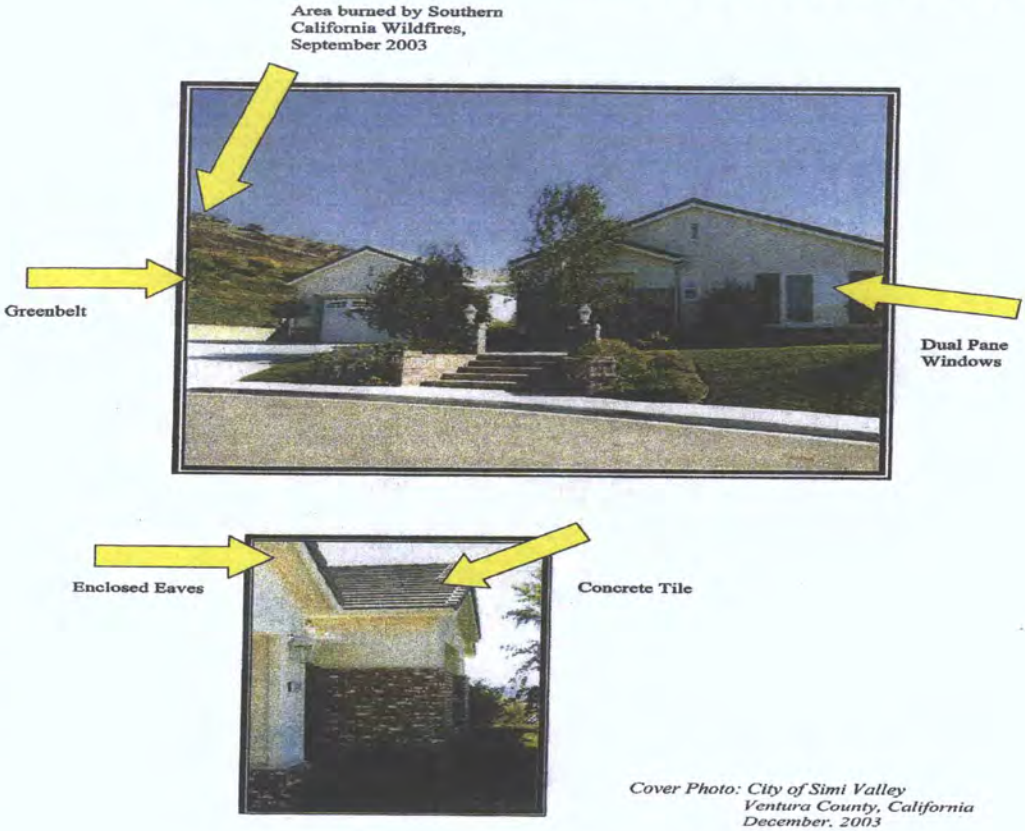
Enclose the underside of balconies and decks with fire-resistant materials to prevent embers from blowing underneath, lodging and starting a fire.

Keep your deck clear of combustible items, such as baskets, dried flower arrangements and other debris.

The decking surface must be ignition resistant if it's within 10 feet of the home.

Fire Resistant Mitigation Pays Off

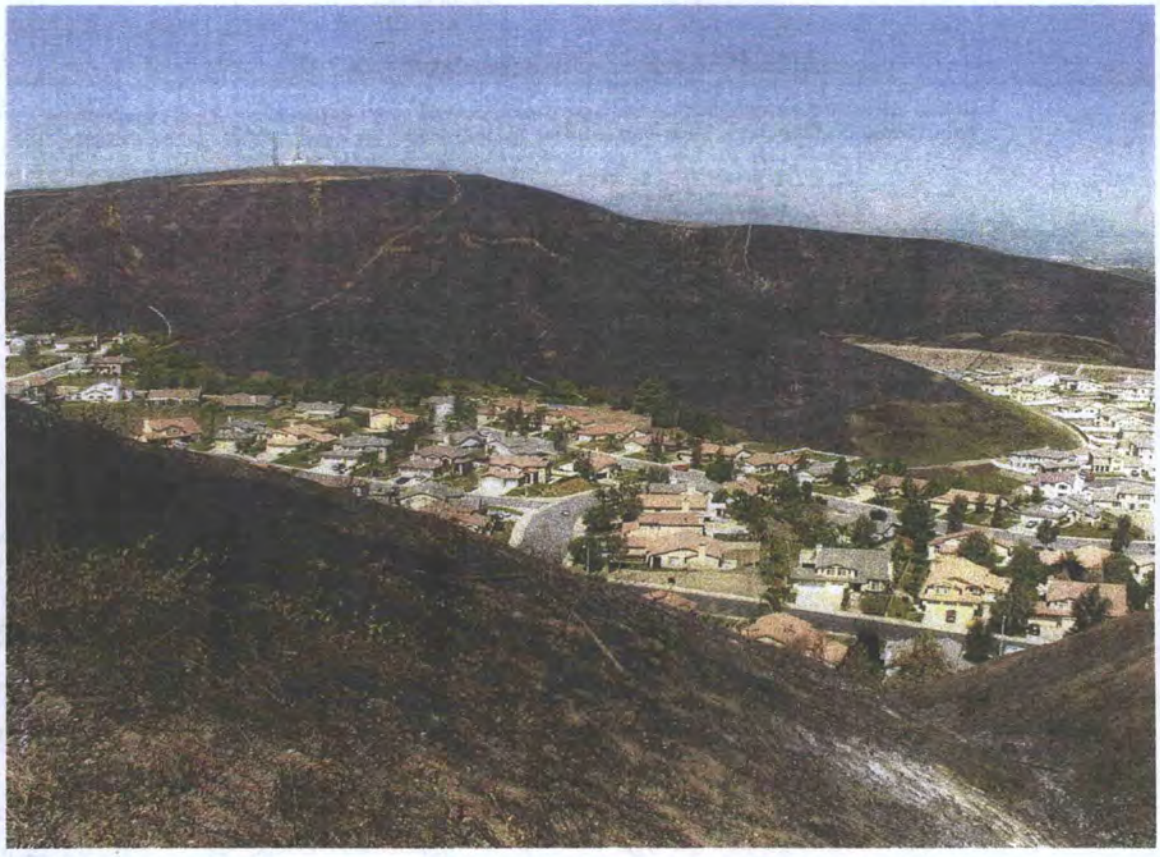
Illustration of successful mitigation: ***code enforcement, fire resistant building materials, fire resistant landscaping and 200ft. greenbelt.***



Cover Photo: City of Simi Valley
Ventura County, California
December, 2003

The FPP for the Brasada development calls for the implementation of each of the above measures together with the addition of double turnarounds at various locations in the project that afford fire fighting resources additional protection as well as enhanced emergency ingress and egress for residents and fire resources.

The following picture of 4-S Kellwood Community in Rancho Santa Fe, CA, is an illustration of the results of the "state-of-the-art" fire protection in WUI developments, which resulted in defending this development from a catastrophic wind driven fire.



Four of the developments listed below were designed by Scott Franklin's team of fire fighting professionals as "shelter in place" communities and all have survived one or more WUI fires. The residents of Hunters Ridge and East Highlands Ranch were asked to evacuate, but no damage occurred in the tract and residents could have "sheltered in place". Affected projects in Stevenson Ranch were built to conform not only with to LA County Fire and Building Code requirements but also included enhanced fire protection measure comparable to those proposed for the Brasada development with fuel modification zones, ignition resistance materials and construction methods.

1. Rancho Cielo; Rancho Santa Fe
2. 4-S Kellwood; Rancho Santa Fe
3. Hunters Ridge, Fontana
4. East Highlands Ranch; Highlands
5. Stevenson Ranch, Santa Clarita
6. Simi Valley

While the projects in Stevenson Ranch and the Simi Valley were not designed by the Franklin Team, their design was based on the same "shelter in place", performance based philosophy and resulted in the same positive outcomes as those projects designed by Scott Franklin and his team of Jim Hunt, Hunt Research Corporation, Scott Franklin, Scott Franklin Consulting and Don Oaks, former Fire Marshal for Santa Barbara County.

Based on the results during recent fires in the referenced communities designed with performance based systems, it is our belief that hillside or foothill developments of the future should have the level of fire protection required in the Brasada Fire Protection Plan. As more developments such as Brasada are built, the risk of a WUI area fire is changed and reduced based on the structural fire protection and the fuel modification zones to where it is no more of a risk than an urban infill project.

Comparison of the Performance Based Fire Protection at Brasada, and legacy Codes:

Brasada Fire Protection	**Legacy Codes and current code requirements**	**Minimum requirements met or exceeded by Brasada?**
Internal Fire Sprinklers	Required as of 2010	Exceeds minimum requirements.
Ignition Resistant Construction	Chapters 7-A and 15; Building Code	Exceeds minimum requirements
200 foot Fuel Modification	State: 100'. LA County; 150'	Exceeds LACOFD and State requirements.
26 foot wide roads in development	County and State Fire Code; 20 foot. Title 14=18 feet.	Exceeded in development. Emergency egress road=20'
Fire Flow; 2250 GPM	State Fire Code= 1000 GPM. County Fire Code =2250 GPM	Meets LACO requirement. Exceeds State Fire Code requirement.
Water tank level remote monitoring	No requirement	Exceeds requirements.
Fire Hydrant spacing 300'	LA County FD=300'. State fire code =450 feet	• Meets LA County requirement. Exceeds State Fire Code requirement
Swimming pool draft hydrant	Required by LACOFD Not required by State	• Meets LA County requirement. Exceeds State Fire Code
Gates	State Fire Code= to FD approval. LA County Fire Code and standards; None other than don't intrude on the required 20 foot road width.	Exceeded in development
Double turnarounds at gates (turnarounds on each side)	No requirement	Exceeds requirements.
House addresses Internally illuminated	Non illuminated numbers	Exceeds requirements
Baffled/protected vents to prevent ember intrusion	No requirement	Exceeds requirements
Glazing facing slopes to be tempered	Double pane with one tempered pane	Exceeds requirement

Garage doors to be metal or equivalent and tightly gasketed	Metal not required. No requirement on gasketing	Exceeds requirement
Brasada Fire Protection	**Legacy Code and Current Code requirements**	**Minimum requirements met or exceeded by Brasada?**
No Palapas, combustible Jungle Gyms, playhouses etc in Fuel Mod zones	No requirement	Exceeds requirement
No Combustible awnings or canopies	No requirement	Exceeds requirement
No plastic or vinyl railings or fencing	No requirement	Exceeds requirement
No wood fences	No requirement	Exceeds requirement
Dryer and air conditioning vents face away from wildland and open space	No requirement	Exceeds requirement

Based on a review of the above table, it is apparent that the Brasada Development meets or exceeds current codes and provides proven "state-of-the-art" WUI Fire Protection, which is being advocated for all new WUI area developments.

Fire Departments and other governmental decision makers should give significant weight to the completeness of a performance based Fire Protection Plan in any WUI area they are asked to consider approving for development. Included in the FPP should be the proven mitigations, set forth in this document, that exceed the older legacy codes or a minimalist approach to fire protection by developers. Developments utilizing these modern, proven, performance based protection features such as those listed above should be considered as providing the same practical effect as secondary access.

While secondary access is preferable, implementing these performance based "shelter in place" measures mitigates the need for secondary access when it is not available or feasible do to any number of geographical, environmental, ownership of jurisdictional factors affecting a development.

In conclusion, the demonstrated value of the modern performance based systems designed to "shelter in place" reduce or remove the need for older prescriptive code requirements that limit well designed project in achieving their highest and best use. In recent years performance based systems have been validated by the significant survival rate of structures, which have met these requirements.

This Technical Report is submitted by Scott Franklin, Scott Franklin Consulting, in support of the Brasada Fire Protection Plan, and was prepared with assistance from Jim Hunt; Hunt Research Corporation and Don Oaks, former Fire Marshal, Santa Barbara County.

Credit is given to Ralph Steinhoff. San Diego County Fire Authority Fire Service Coordinator for various information, data and slides regarding recent major fires in San Diego County. Credit is also given to Cliff Hunter, Fire Marshal for the Rancho Santa Fe Fire District for various information, data and slides regarding Camino Cielo, and other slides regarding the Witch Fire. Credit is also given to Jack Cohen; USFS for his "home Ignition zone" illustration, and to the Ventura County Fire Department for the illustration regarding a "Wildfire ready home". In addition, credit is given to the LA County Fire Department and the International Association of Fire Chiefs "Ready, Set, Go" program.

ALFRED GOBAR ASSOCIATES

December 7, 2010

RECEIVED
DEC - 7 2010
CITY OF SAN DIMAS
DEVELOPMENT SERVICES

Mr. John K. Scott, Jr.
NJD LTD.
3300 E. First Avenue, Suite 510
Denver, CO 80206

Subject: Fiscal Effect of Brasada Project (Tentative Tract No. 70583)

Dear Mr. Scott:

Alfred Gobar Associates has completed its assessment of the effect of the Brasada residential lot program on selected sources of fiscal revenue and expense. Key findings of our assessment are addressed in the executive summary below and discussed further in subsequent sections of this memo report:

Executive Summary

The Brasada Project will create an attractive single-family residential neighborhood designed with extensive open space area and gate-controlled access on private streets. The elevated hillside location of Brasada will also afford resident households with views along the Los Angeles mountain range and west across the San Gabriel Valley. At buildout, Brasada will constitute an important neighborhood within the San Dimas community, and as such, contribute to fiscal revenue and expense representing public service responsibilities of the City operating budget. The fiscal effect of Brasada is not limited to the initial sale of home sites but also the subsequent development and occupancy of residential homes. For purpose of this fiscal assessment, it is assumed all 61 home sites are sold and 70-percent (or 43 home sites) are developed and occupied with 140 residents living in homes averaging 5,000 square feet in size over the next 10 years. Under this buildout scenario, Brasada will have a positive fiscal effect on the City as the following selected sources of revenue and expense indicate:

OUTOOK FOR SELECTED FISCAL REVENUE AND EXPENSE
BRASADA RESIDENTIAL PROJECT (TTM # 70583)

Fiscal Revenue-Expense	Annual Effect	Scenario Outlook/Comment
Property Tax Revenue	$91,500	7.1% Share of Property Tax (City landscape parcel tax n.a.p.)
Sales Tax Revenue	16,500	14% of household Income on retail; only a portion at stores in City
Per Capita Revenue	18,900	$135/capita from traffic fines, rec-fees; license fees; gas tax, etc.
Fiscal Revenue:	**$126,900**	**Principal Revenue Sources**
Police Protection	$12,400	$89/capita; no adjustment for gate-controlled access to site
Road Maintenance	35,600	$10,300/lane-mile; no adjustment for private roadway status
Horse/O.S. Trail Maintenance	12,000	$86/capita for maintenance of on-site public recreation trails
Per Capita Services	18,900	$135/capita for recreation & other community-based services
Fiscal Expense:	**$78,900**	**Principal Service Expenses**
Net Fiscal Effect	**$48,000**	**Stated in 2010 Current Dollars**

Source: Alfred Gobar Associates.

The three principal sources of revenue identified above (property tax, sales tax, and per capita revenue) constitute the overwhelming share of fiscal revenue likely to be generated by on-site development and occupancy at Brasada. These three sources also account for 61-percent of total

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revenue supporting the City's General Fund operating budget ($18.35 million for FY2010-11). Identified fiscal revenue from Brasada is almost entirely driven by property tax, reflecting the high value of land and improvements expected with this high-end development. Based on data summarized and analyzed in this report, the 61 home sites within Brasada will have a taxable land value equal to on average $1.1 million per finished site, with constructed homes adding another $1.25 million on average to overall value. The taxable value of land and improvements under a 10-year scenario is estimated at $124.3 million (described in 2010 current dollars).

The three areas of public service expense identified above (police protection, road maintenance, and per capita services) describe public service responsibilities of the City of San Dimas that will be most affected by service demands originating within Brasada. These three areas of responsibility account for 61-percent of operating expense describing traditional community services funded through the General Fund budget ($18.48 million for FY2010-11). The identified level of public service expense used to describe Brasada is intended to reflect a "Worst-Case" scenario for the following reasons: a) the project will be designed with gate-controlled access, which serves to limit suspicious activity and property crime; b) the project will be served by a private street system, which eliminates need for on-site City roadway maintenance services; and c) the per capita expense assigned to trail maintenance and per capita services ($220/capita) is 2.5 times the corresponding per capita expense describing the entire FY2010-11 parks-recreation budget ($3.26M divided by 37,150 resident = $88/capita).

The Brasada project can also be expected to generate demand for fire protection and library services, which represent service responsibilities of Los Angeles County and not the City of San Dimas. Property tax revenue from Brasada will generate an additional $199,000 per year in revenue support for fire protection services and $26,000 for library services.

Brasada Project Description

The Brasada Project is a hillside lot development program that will consist of 61 single-family home sites served by a private road with gate-controlled access. The project will involve the development and sale of residential lots to merchant builders and individuals for subsequent construction and occupancy of semi-custom/custom homes. The project has been designed to provide prospective residents with private access to home sites offering views across the Los Angeles mountains range and west across the San Gabriel Valley.

For purpose of this assessment, the buildout scenario described in Exhibit A was used to evaluate the probable fiscal effect on selected sources of revenue and expense describing public service responsibilities of the City of San Dimas. As indicated, Brasada encompasses roughly 270 acres of hillside property within the geographic limits of Tentative Tract No. 70583. Home sites will be improved with finished pads ranging in size from approximately 13,485 to 71,813 square feet (25,028 square feet on average) at elevations ranging from 1,275 to 1,430 feet above sea level. The vast majority of home sites will be positioned at elevations at least 200 feet above existing homes in adjacent residential subdivisions, thus affording prospective homeowners with view-shed opportunities.

Any fiscal effect attributed to Brasada cannot be strictly defined by the development and sale of residential lots but must also consider the effects associated with subsequent development and occupancy of the residential home sites. For purpose of this assessment, the buildout scenario in Exhibit A assumes 70-percent of the home sites will be developed over the next 10 years with single-family homes that average 5,000 square feet in size. Site coverage and fire setbacks limits

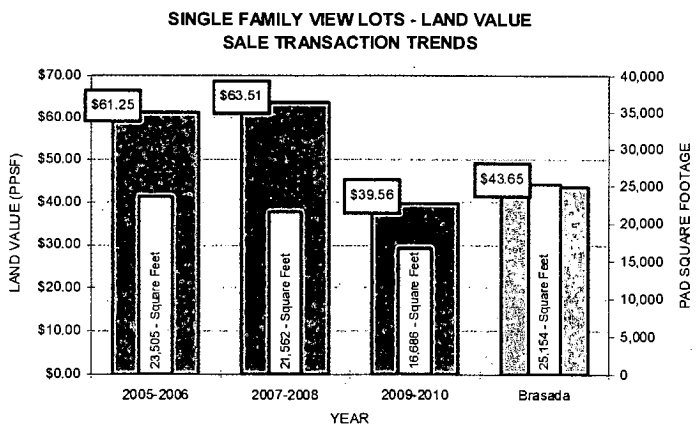
actually permit some home sites to host residences up to 14,999 square feet in size. The project description in Exhibit A also indicates home sites will be priced to support an average of $1.1 million in land value per finished lot ($43.65 per square foot of pad area on average) with subsequent semi-custom/custom home construction adding an average of $1.25 million in improvement value per constructed dwelling ($250 per square foot of building area). The overall buildout value of Brasada is estimated at $124.3 million (described in 2010 current dollars).

Market Considerations Affecting Project Value

Real estate property tax is an important source of revenue associated with the fiscal benefit of residential land use, including Brasada. The current economic recession, however, mandates closer review of target values used to characterize residential projects such as Brasada. The view orientation of Brasada reflects a special attribute that supports marketable value not readily achieved at home sites that lack private access, hillside, and view amenities. A relevant value that characterizes Brasada can be reasonably approximated by reviewing precedent sales activity within selected foothill locations along the Los Angeles mountain range.

Exhibit B identifies a scatter diagram of transacted land value attributed to the finished pad area describing view-oriented home sales in foothill locations of the Los Angeles mountain range. Several elevated subdivision locations shown in Exhibit C (San Dimas, Glendora, Bradbury, Monrovia, Arcadia, and Pasadena) were selected to evaluate marketable value from transaction records reported by First American Real Estate Solutions between 2005 and 2010. As shown in Exhibit B, transaction activity for all selected areas combined serves to describe precedent value supported within comparable foothill areas (green scatter). Also shown is the pricing scatter that describes a relevant target value of home sites within Brasada (red scatter). In addition, a pricing scatter for the Bradbury area alone is also shown as a value reference (blue scatter). Finally, a mid-point pricing curve is shown for each reference scatter and indicates target pricing for Brasada is below historical pricing supported in surrounding foothill locations for comparable size home sites.

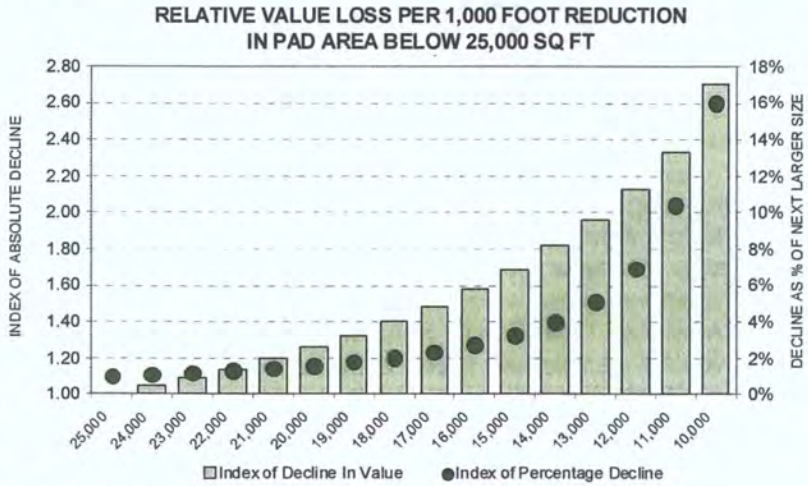
The housing collapse preceding the current recession has affected marketable value across all property types, including luxury properties describing the home sites of Brasada. The pricing curve shown in Exhibit B and average value summary below indicates the target value used to characterize Brasada offers a reasonable approximation of marketable value that can be supported once the project is developed and lot sales and home construction activity begins over the near-term:



Source: First American Real Estate Solutions

Identified unit land value (per square foot of pad area) is moderately higher than land values supported during the down-cycle of the recession and substantially less than values describing previous peak periods preceding the recession.

Finished pad area is a crucial factor influencing marketable land value. Developable pad area not only influences the amount of permitted indoor living area but also useable surface area for outdoor family living (pool, yard, stables, etc.) and fire safety separation from natural terrain. The pricing line used in Exhibit B to characterize precedent land value trends in surrounding foothill locations suggests an increasingly greater loss in achievable land value is suffered as the amount of developable pad area is reduced below certain threshold levels as shown below:



Source: First American Real Estate Solutions; Alfred Gobar Associates

The above index relationship suggests the marketable value of a home site with 24,000 square feet of pad area is $50,000 lower than is true for a home site with 25,000 square feet of pad area. By comparison, the marketable value of a home site with only 15,000 square feet of pad area is actually $85,000 lower than is true for a home site with 16,000 square feet of pad area. In effect, the reduction in marketable value that results when pad area is reduced from 16,000 to 15,000 square feet is nearly 1.7 times greater than the corresponding reduction that results when pad area is reduced from 25,000 to 24,000 square feet. Creating purchase value and avoiding significant property value loss is a likely factor contributing to the relatively large average pad size (25,028 square feet on average) within Brasada. The significant value loss that results whenever the finished pad area of a home site is reduced below the average size described above also results in a corresponding reduction in property tax revenue received by the City.

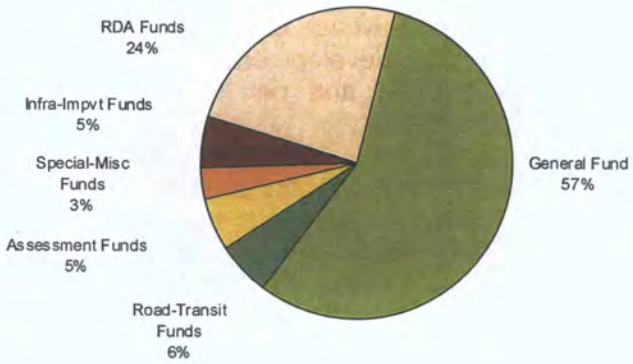
For purpose of this assessment, it is assumed that 70-percent of the Brasada home sites will be developed and occupied for residential living within a theoretical buildout period. It is conceivable all 61 lots within Brasada will ultimately host an occupied residence but not necessarily within the 10-year timeframe describing this assessment. Exhibit D identifies a scatter of improvement value associated with view-oriented home sales in the surrounding foothill locations discussed above. As shown, effective value per square foot of living area varies greatly across all size ranges identified. Many of the sales comps describe older, smaller homes built during early periods of development along the foothills and, as such, reflect modest structural improvements. By comparison, homes built within Brasada can be expected to be of relatively larger size and incorporate cutting-edge layout and safety designs (engineered spans, sprinklers, fire-retardant

materials, green technology, etc.) anticipated with modern hillside development. For purpose of this assessment, a unit value of $250 per square foot of living area is assigned to the 5,000-square-foot average size of homes characterizing Brasada.

Fiscal Program Scope of San Dimas

The City fulfills its responsibility to provide diverse public services (elected leadership, police protection, recreation services, etc.) for residents and businesses within the community through a variety of budget programs. As shown below, the General Fund accounts for the bulk of revenue used to meet public service responsibilities.

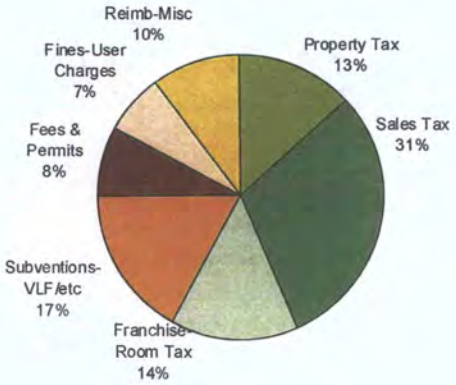
SAN DIMAS OPERATING SCOPE
2010-11 REVENUES - $32.82 M



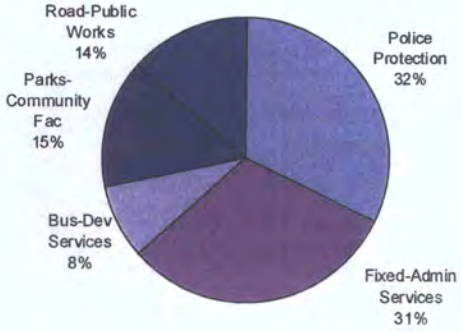
Source: City of San Dimas FY 2010-11 Adopted Budget

Increasingly, many revenue sources once included as part of the General Fund (Gas Tax, Prop A subventions, CDBG Grants, etc.) are being tracked under separate funding budgets, although they are largely used to fulfill many traditional service responsibilities of the City. Despite accounting practices that track revenue and expense by unique funding source, the General Fund remains the principal funding program used to fulfill public service responsibilities as shown below:

SAN DIMAS GENERAL FUND
2010-11 REVENUE - $18.35M



SAN DIMAS GENERAL FUND
2010-11 EXPENDITURES - $18.46M



As shown, sales tax (31-percent), subvention revenue (17-percent), and property tax (13-percent) account for 61-percent of all revenue sources supporting General Fund operations. By comparison, police protection (32-percent), parks-recreation services (15-percent), and road-public works functions (14-percent) account for an equal share of operating expense (61-percent) describing the General Fund. The Los Angeles County Fire Protection District (a separate taxing agency) is the agency responsible for fire protection within the City of San Dimas. On a combined basis, police and fire protection typically account for 50- to 70-percent of total operating expense of a General Fund.

Brasada Fiscal Revenue Outlook

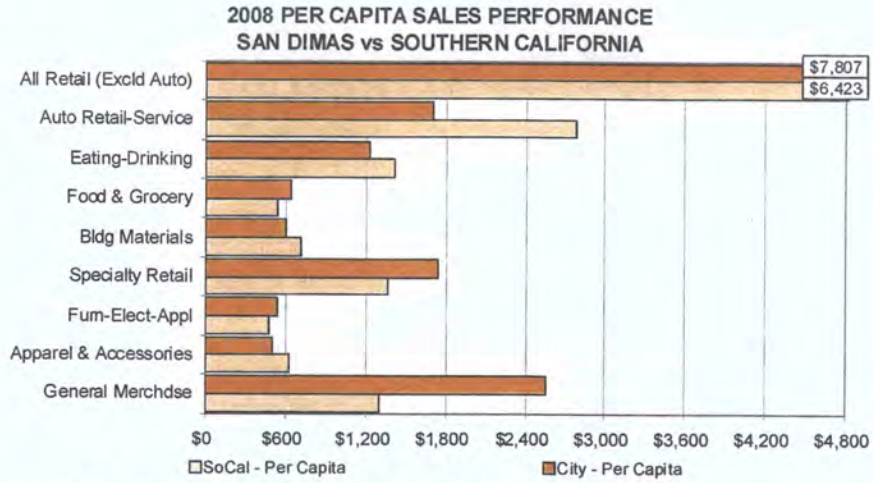
Development and occupancy of home sites within Brasada will generate some level of fiscal revenue across the spectrum of sources used to support the General Fund. The bulk of fiscal revenue support generated from Brasada, however, can be expected in the form of: property tax revenue reflecting the value of on-site development; sales tax revenue from household expenditures at City-based establishments; and per capita-based revenue in the form of government subventions appropriated to the City.

Exhibit E identifies property tax-based revenue support for the General Fund that will be generated by Brasada at buildout. Overall, Brasada will generate a $121.2 million net increase in taxable property value after accounting for the current 2010 value of the 270-acre site (approximately $11,550 per acre). The project site is located entirely within Tax Rate Area 05087, which establishes how the basic 1.0-percent property tax levy is appropriated among separate taxing entities (City, County, Schools, Fire Protection District, etc.). Within TRA 05087, the City of San Dimas receives a 7.0-percent share of the basic levy. By comparison, the General Fund of Los Angeles County receives a 28.5 percent share. The City's share of property tax translates to approximately $85,300 per year in fiscal revenue generated by on-site development within Brasada. The City also receives a portion of the ½-cent public safety tax authorized under Prop-172 to offset property tax losses imposed under ERAF. Based on the FY2010-11 budget projection for Prop-172 revenue, this supplemental source is expected to add about $6,200 a year. In all, site sales and housing development within Brasada are expected to generate nearly $91,500 per year in property tax revenue supporting the City General Fund.

Fire protection reflects a traditional community service, though not a service responsibility of the City or its General Fund operating budget. Instead, fire protection is the responsibility of the Los Angeles Fire Protection District which receives a 16.4-percent share of the basic 1.0-percent property tax levy. Upon buildout, Brasada will generate nearly $199,000 a year in property tax revenue that can be applied directly to fire protection service.

Library services reflect a traditional community service closely associated with the resident population being served. Within San Dimas, library service is the responsibility of the Los Angeles County Library, which receives a 2.1-percent share of the basic 1.0-percent property tax levy. Upon buildout, Brasada will generate about $26,000 a year in property tax revenue that can be applied to library services under the County system.

Exhibit F identifies sales tax revenue support that can be anticipated with taxable retail expenditures made by Brasada households at City-based establishments. The City of San Dimas boasts a strong retail sector able to attract a disproportionately high level of taxable sales support in relation to its resident population and the overall performance of Southern California retailers, as illustrated below:



Source: State Board of Equalization; CA-Department of Finance; Alfred Gobar Associates

Despite the strong competitive performance of the City's retail sector, a significant portion of purchase activity by relatively affluent Brasada households is likely to flow to retailers located outside of the City, including out-of-area travel destinations. For purpose of this analysis, it is assumed 35-percent of taxable retail spending by Brasada households flow outside the City to other retail destinations. Retail spending tends to reflect a lower share of income among higher-income households than is true of lower-income households, although the absolute level of spending can be significantly higher. Based on the Bureau of Labor 2009 Consumer Expenditure Survey, it is estimated that households with annual pre-tax income between $30,000 and $120,000 per year direct 22- to 34-percent of overall income to taxable retail expenditures. By comparison, the minimum threshold income describing Brasada households is expected to range from $250,000 to $400,000 per year. Based on consumer expenditure trends, it is estimated that taxable retail spending by Brasada residents will only account for 14-percent of overall household income on average, but still represent a significant level of per capita spending ($18,150/capita) due to the high-income profile. Despite the inability to capture a significant share of retail spending by Brasada residents, in-town expenditures can be expected to generate around $16,500 per year in sales tax revenue supporting the City General Fund.

A significant share of revenue accruing to the City operating budget is received in the form of subvention payments from legislative and voter-approved programs (Vehicle License Fees, Gas Tax Allocation, Regional Transportation Measures, etc.) for targeted public service responsibilities. Subvention revenue is largely appropriated to local communities on the basis of resident population served. In addition, the City operating budget also benefits from fees, fines, and charges attributed to selected police, recreation, and other department services largely driven by the resident population served. This fiscal assessment employs an industry accepted method of estimating per capita revenue for fines and community services—namely, by dividing corresponding City budgeted revenues by the primary target population served (City residents) to determine probable per capita revenue that can be anticipated with the future resident population of Brasada. Exhibit G provides an estimate of per capita-based revenues that support the City operating budget and are applied to traditional community-based services. As shown, the majority of per capita-based funding is tracked through the General Fund operating budget, although a significant portion is tracked through separate Special Fund accounts but directed to public roadway maintenance services. In all, nearly 25-percent of the General Fund operating budget

($4.35 million out of $18.35 million) is funded from per capita-based revenue. As shown in Exhibit G, the resident population of Brasada is expected to generate nearly $19,000 per year in per capita-based revenue supporting public service responsibilities of the City.

Brasada Fiscal Expense Outlook

Development and occupancy of Brasada home sites will add to fiscal operating expenses incurred by the City of San Dimas to meet its public service responsibilities. In general, public services most demanded by residential land use encompass police protection, fire protection, roadway maintenance, per capita-based park and recreation services, and library services. Los Angeles County is responsible for providing fire protection and library services demanded by San Dimas residents, including prospective residents of Brasada. Los Angeles County funds these public service responsibilities directly from property tax revenue generated from the value of property improvements as discussed above.

The extent of public services likely to be demanded on-site within Brasada is influenced by the private-gated access design of the project. In effect, gate-controlled access into Brasada provides a deterrent to trespass, loitering, and associated property crime not possible in a subdivision served by public streets. Also, a private street system within Brasada relieves the City of significant on-site roadway maintenance expense that would be created if the site roadways were dedicated as public streets. The full expense of police protection and roadway maintenance that would be normally demanded by a residential subdivision project is effectively reduced under the proposed gate-controlled access design of Brasada.

Brasada will add to park and recreation facilities of the City park system by providing horse and open space trails that traverse the hillside area of the project. While the trail network expands opportunities for public enjoyment of the hillside setting around San Dimas, trail development also increases specialized maintenance expense involved with clean-up and maintenance. For purpose of this assessment, the annual average expense of cleaning and maintaining horse and open space trails that traverse Brasada is assigned at $12,000 per year, or $86 per capita. By comparison, the FY2010-11 budget expense of providing park, parkway, and tree maintenance services City-wide ($853,807) equates to approximately $23 per capita. The FY2010-11 budget expense of providing a variety of community-based program services, such as recreation, swimming, and senior programs ($1.64 million) equates to approximately $44 per capita. Combined, recreation-based maintenance and program expense represent community-based services that are significantly influenced by the number of residents served. The expense assigned to Brasada for on-site trail and open space maintenance alone ($86 per capita) is over 1.25 times higher than the full program scope of the Parks and Recreation Department ($67 per capita), which represents a substantial share of per capita-based service responsibilities of the City of San Dimas.

Realistically, Brasada will not increase the expense of providing police protection and roadway maintenance services as much as should be expected if the project was not served by private streets with gate-controlled access. The expense of such service responsibilities, however, is not eliminated entirely. A measure of on-site police protection service (domestic disputes, noise complaints, wildlife sightings, etc.) will still be demanded by project residents. In addition, roadway maintenance responsibilities created by new households is not limited to pavement fronting home sites but also includes the City street system that project residents will travel en-route to retail centers, schools, parks, and places of employment.

Exhibit H summarizes the outlook for police protection expense that can be reasonably expected for a similar-sized residential subdivision without gate-controlled access to deter unwarranted entry. As shown, over 85-percent of the City 2010-11 public safety budget ($5.08 million) is identified as a direct expense (excluding fixed and overhead charges) to provide police protection throughout the community. Residential land use typically accounts for 60- to 75-percent of developed property in a community and roughly 50- to 65-percent of direct expense for police protection services. Police protection is not strictly a per capita-driven expense, otherwise there would be no demand from retail centers, schools, parks, etc., for police to protection service. Based on a 65-percent allocation of cost, a similar-sized residential project with approximately 140 on-site residents is expected to generate $12,400 per year in added police protection cost. It is expected the added expense of providing police protection to Brasada residents will be significantly less than otherwise required for a similar-sized single-family residential project within San Dimas.

Exhibit I summarizes the outlook for roadway maintenance expense that should be expected if the roads within Brasada were dedicated as public streets. As shown, the capital improvement and maintenance responsibility of Public Works is funded through a variety of General Fund and Special Fund accounts. Within the overall budget scope identified, about 45-percent ($2.5 million) includes service functions (pavement preservation, sidewalk repair, signal head maintenance, etc.) that can be described as roadway maintenance duties, as distinct from capital improvement projects. This level of budgeted expense equates to an annual cost of approximately $10,300 per equivalent lane-mile, based on the public roadway system maintained by the City. About 7.54 acres of Brasada describes the on-site circulation system (excluding 20-foot wide extended driveways) serving the project. In all, the on-site circulation system would add approximately 3.46 lane-miles of roadway to the City system if dedicated as public streets. The corresponding annual expense for this amount of additional roadway equates to $35,600 per year in added maintenance expense. On a periodic and recurring basis, a significant portion of annual maintenance expense would be directed to on-site street sweeping, street light electricity and maintenance, slurry seal, etc., if Brasada included a network of public streets. The private roadway status of the streets within Brasada eliminates this significant cost from the annual maintenance responsibility of the City.

Very truly yours,

ALFRED GOBAR ASSOCIATES

Alonzo Pedrin
Principal
(714) 772-8900 x310

AP/bjs

Encl.

EXHIBIT A
DEVELOPMENT ASSUMPTIONS[1]
BRASADA RESIDENTIAL PROJECT - SAN DIMAS

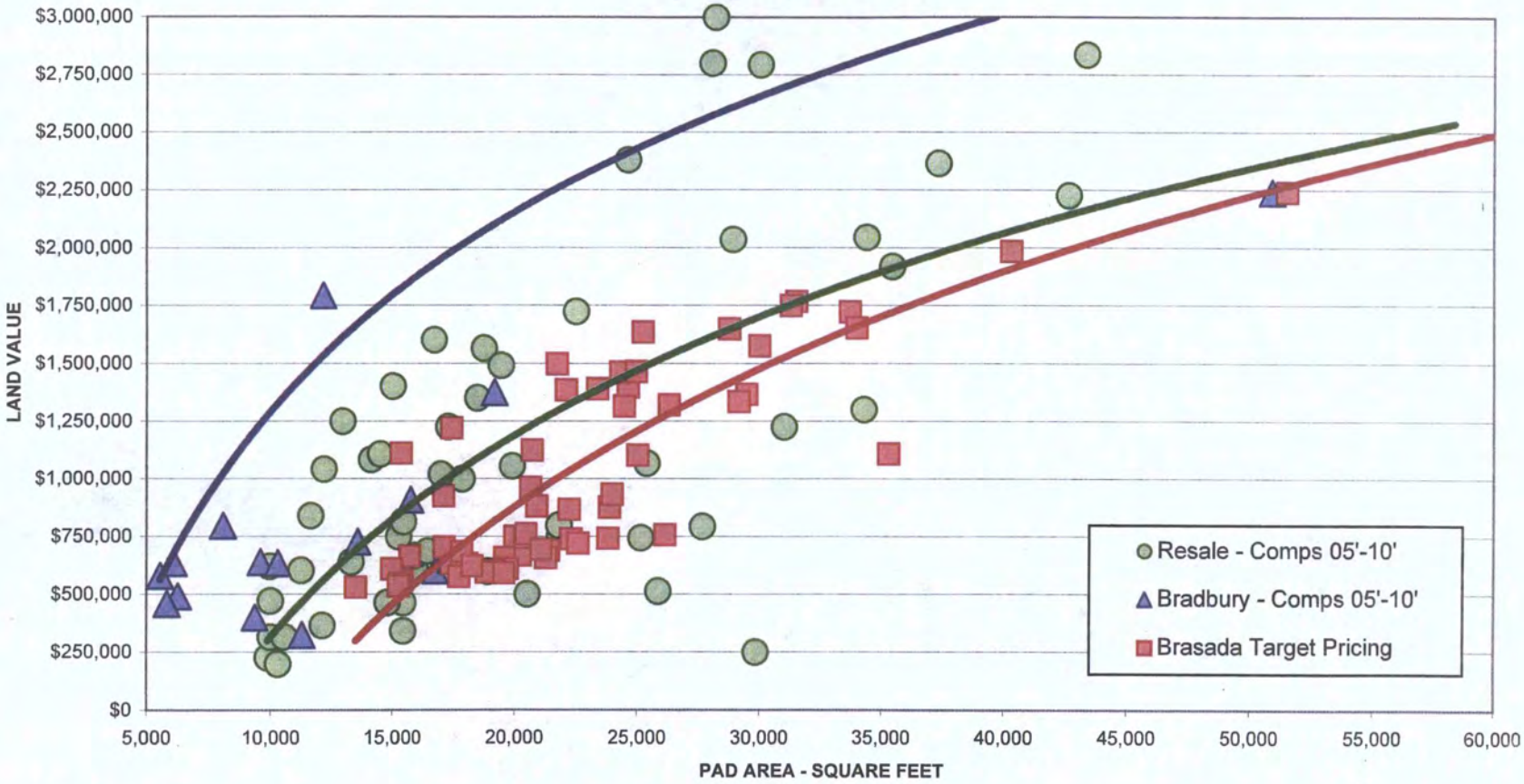
Project Development Activity	Description of Project: Assigned Acreage	Intensity Of Dev.	D.U.'s and Bldg. Area	Land & Impvt. Value: Land Value	Building Value	Project Overall	Population & Jobs: Per Unit	Project Overall
Residential		(DU's/AC)	(Lots-Units)	($000/Lot)	($000/Du)	($000)	(Pop/Du)	(Residents)
Brasada - Lots-Homes	86.9	0.5	43	$ 1,209	$ 1,250	$ 105,750	3.25	140
Brasada - Lots Only	37.2	0.5	18	867	-	15,600	-	-
Sub-Total:	124.1	0.5	61	$ 1,107	$ 875	$ 121,350	2.28	140
Parks & Open Space		(FAR)	(000 Sq Ft)	($000/Ac)		($000)	(Ac/Job)	(Jobs)
Natural/Passive O.S.	118.9	-	-	12		1,370	1,000	0
Circulation & ROW's		(FAR)		($000/Ac)		($000)	(Ac/Job)	(Jobs)
Private Roadway	7.5	-	-	180		1,360	100	0
Utility/Misc ROW's	20.1	-	-	12		230	-	-
Subtotal	146.6							
Land Use Totals:	270.7					$ 124,310	Residents:	140
							Jobs:	0

Note:

[1] Buildout conservatively assumes a lot sale program leads to sale of all lots and unit construction on 70% of lots.
An average unit size of 5,000 square feet is assumed, although homes up to 14,995 square feet may be constructed.

Source: Tentative Tract Map 70583-Fiscoe Engineering; Alfred Gobar Associates.

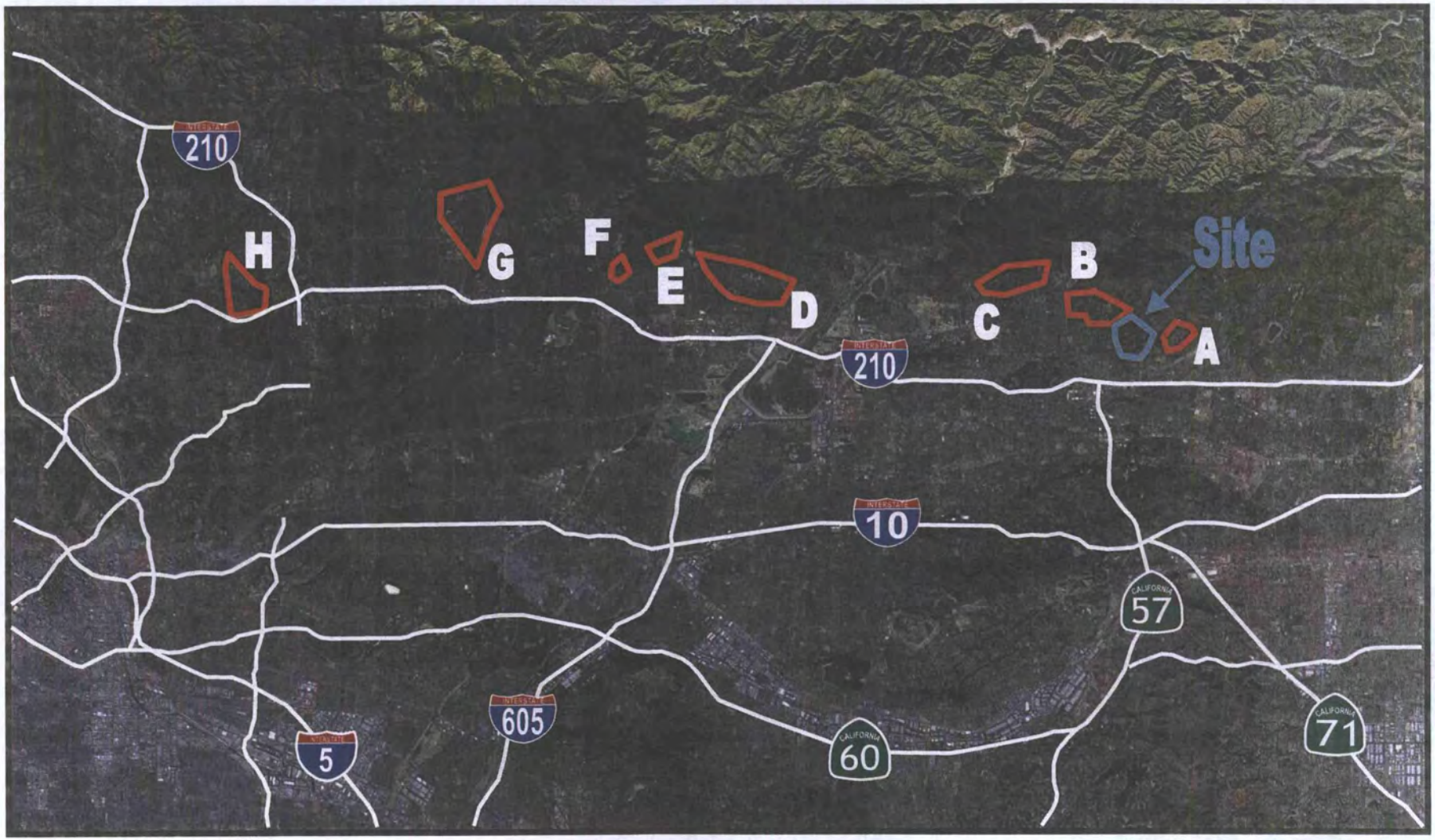
EXHIBIT B
SINGLE-FAMILY VIEW HOME RESALE COMPARABLES - VALUE BY PAD SIZE
SAN DIMAS, CA AND VICINITY



Note:
- Resale comps reflect selected foothill locations within San Dimas, Glendora, Bradbury, Monrovia, Arcadia, and Pasadena.
- Resale transactions occurred between January 2005 and October 2010.

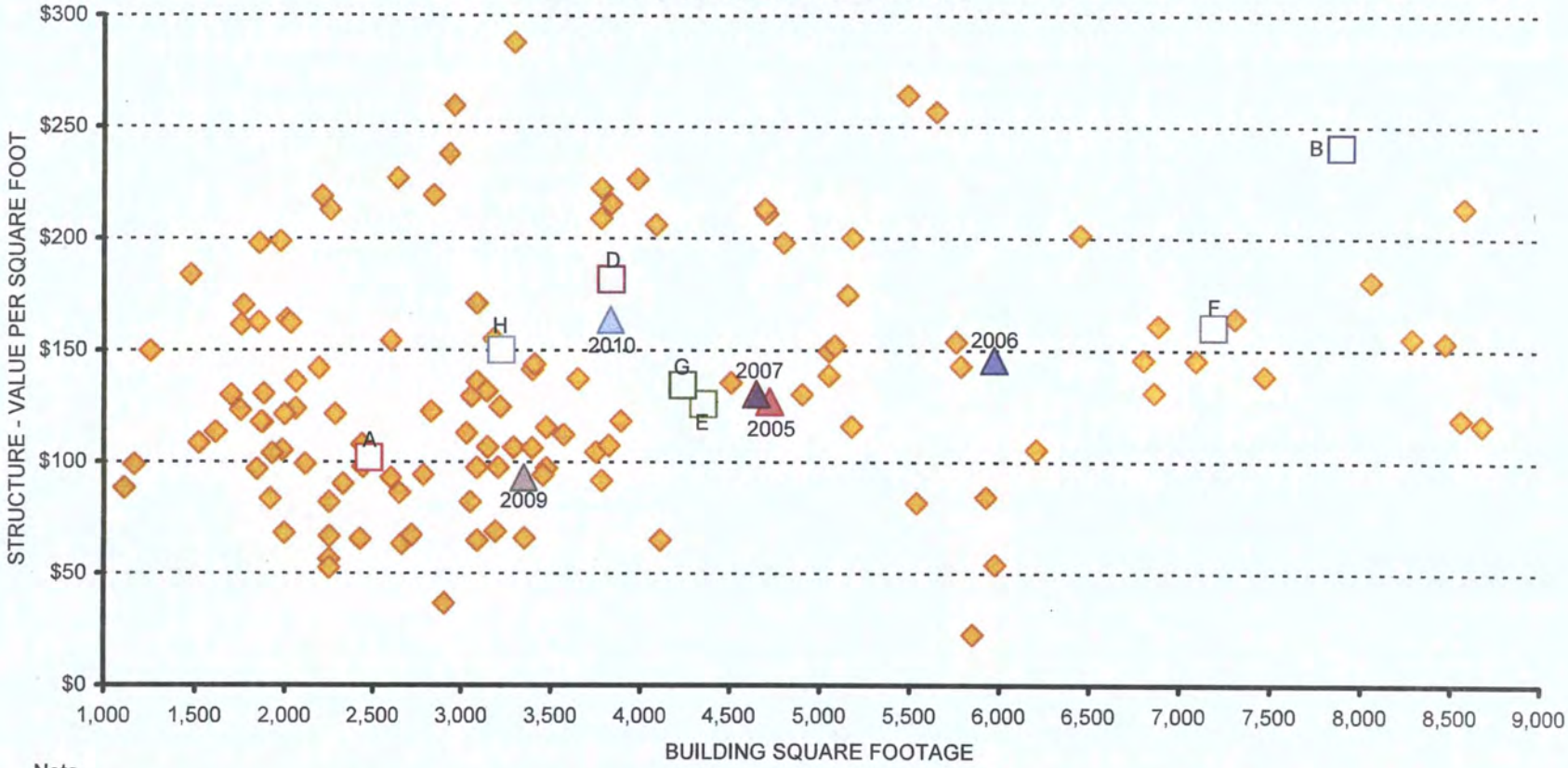
Source: First American Real Estate Solutions and AGA

EXHIBIT C
SELECTED SINGLE-FAMILY TRANSACTIONS - VIEW LOCATION SITES
SAN DIMAS, CA AND VICINITY



Source: Google Earth Pro and AGA.

EXHIBIT D
SELECTED SINGLE-FAMILY BUILDING VALUE - VIEW LOCATION SITES
SAN DIMAS, CA AND VICINITY



Note
- Colored squares represent the average price per square foot value/size of structures in each of the eight comparable View Locations.
- Colorded triangles represent the yearly average of value/size over all locations.
- Transactions occurred between January 2005 and October 2010.
- View Site locations: A - San Dimas-East, B - San Dimas-West, C - Glendora, D - Bradbury, E - Monrovia, F - Arcadia, G - Pasadena-East, and H - Pasadena-West.

Source: First American Real Estate Solutions and AGA.

EXHIBIT E
ESTIMATE OF PROPERTY TAX-BASED REVENUE
BRASADA RESIDENTIAL PROJECT - SAN DIMAS

Land Use Development Activity	Land Use Gross Acreage Summary: Developed Acreage	Land Use Gross Acreage Summary: Value Per Acre ($000)	Increment Tax Value Of Land Use ($000)[1]	Annual Effective Property Tax: General Fund (Rate=0.07038)	Annual Effective Property Tax: Prop 172 Redist.[2] (Eff Rate=0.0051)	Property Tax Based Renveue: Land Use Overall	Property Tax Based Renveue: Per Acre
Residential							
Brasada - Lots-Homes	86.9	$ 1,217	$ 104,748	$ 73,722	$ 5,413	$ 79,135	$ 911
Brasada - Lots Only	37.2	419	15,174	10,679	784	11,463	308
Sub-Total:	124.1	$ 978	$ 119,921	$ 84,401	$ 6,197	$ 90,598	
Parks & Open Space							
Natural/Passive O.S.	118.9	12	-	-	-	-	-
Circulation & ROW's							
Private Roadway	7.5	180	1,270	894	66	894	119
Utility/Misc ROW's	20.1	-	-	-	-	-	-
Subtotal	146.6	$ 9	$ 1,270	$ 894	$ 66	$ 894	
Land Use Totals:	270.7	$ 448	$ 121,191	$ 85,295	$ 6,263	$ 91,492	$ 338

Note:

[1] Increment value reflects the total taxable value per acre of land and improvements less the 2010 per acre equivalent property tax value of $11,548, based on LA County Assessor records.

[2] Proposition 172 public safety tax is redistributed on the basis of property tax losses incurred under ERAF redistribution. This revenue source is therefore treated as a property tax based source of supplemental revenue equal to a 0.5167 percent share of the basic 1% property levy on the net assessed value of the project.

Source: Los Angeles County Assessor; City of San Dimas FY 2010-11 Adopted Budget; Alfred Gobar Associates.

EXHIBIT F
ESTIMATE OF SALES TAX REVENUE
BRASADA RESIDENTIAL PROJECT - SAN DIMAS

Land Use Development Activity	Land Use Acreage	Taxable Expenditure Potential[1] Intensity of Dev.	Occup Rate	Eff. Sales Potential	Potential Taxable Sales	Annual Sales Tax Revenue[2] Land Use Overall	Per Acre
Residential		(Total Dwellings)		(Per Occup Unit)	($000)		
Brasada - Lots-Homes	86.9	43	100%	$ 59,100	$ 2,541	$ 16,518	$ 190
Brasada - Lots Only	37.2	18	0%	-	-	-	-
Sub-Total:	124.1	61		$ 59,100	$ 2,541	$ 16,518	$ 133
Parks & Open Space							
Natural/Passive O.S.	118.9	-	100%	-	-	-	-
Circulation & ROW's							
Private Roadway	7.5	-	100%	-	-	-	-
Utility/Misc ROW's	20.1	-	100%	-	-	-	-
Subtotal	146.6	-		n.a.	$ -	$ -	$ -
Land Use Totals:	270.7	n.a.		n.a.	$ 2,541	$ 16,518	$ 61

Note

[1] Estimated spending potential equal to 13.6% of average household income based on Bureau of Labor Survey of Household Expenditures.

[2] Only 65% of identified taxable potential assigned to City-based retail establishments due to extensive purchase power of project households. In 2008 total taxable retail sales captured by San Dimas retailer exceeded spending potential of resident population, an indication the City's retail sector generates a net infow of support from surrounding area consumers.

Source: Alfred Gobar Associates.

EXHIBIT G
ESTIMATE OF PER CAPITA REVENUE GENERATION
CITY OF SAN DIMAS

Per Capita-Based Revenue Sources		2010-11 Adopted Budget	Qualified Per Capita Allocation
Fines, Penalties, and Forfeitures		$612,000	$612,000
Grants/Intergovernmental Subventions			
Motor Vehicle License Fees		3,045,000	3,045,000
User Fees & Charges For Resident Services			
Recreation Program Activities		469,000	469,000
Swim & Racquet Club Activities		227,740	227,700
General Fund Account Revenue:		$4,353,740	$4,353,700
Special Designated Funds For Community Services			
State Gas Tax Allocations	(80%To Road Maint.)	$584,865	$467,900
MTA Allocation of Prop A Funds	(None To Road Maint.)	497,038	0
MTA Allocation of Prop C Funds	(20%To Road Maint.)	418,237	83,600
Measure R 1/2-Cent Tax	(35%To Road Maint.)	309,210	108,200
		$1,809,350	$659,700
Total Per Capita-Based Revenue:		**$6,163,090**	**$5,013,400**
January 2011 Estimate of City Population[1]		37,149	37,149
Per Capita Revenue Equivalent:		**$165.90**	**$134.96**
Brasada Project Resident Population:		n.a.	140
Brasada Project Per Capita Revenue:		**n.a.**	**$18,890**

Note:

[1] 2001 estimate based on CAGR between 2000 and 2010 as reported by State Department of Finance.

Source: City of San Dimas 2010-11 Adopted Budget; California Dept of Finance; Alfred Gobar Associates.

EXHIBIT H
ANALYSIS OF PUBLIC SAFETY PROGRAM AND COST FUNCTIONS
CITY OF SAN DIMAS 2010-11 OPERATING BUDGET

OVERALL PUBLIC SAFETY PROGRAM SCOPE

Budget-Fund Unit & Description	2010-11 Adopted Budget	Fixed Cost & Overhead Functions	Capital Impvts, Equipment & Reserves	Contract Reimbursed Services	**Variable & & Direct Cost Functions**
01-4210 Public Safety - M&O	$9,200	$9,200			
01-4210 Public Safety - Related Svcs	155,086	29,250	10,008		$115,828
01-4210 Public Safety - Contract Svcs	5,644,432	684,832			$4,959,600
01-4211 Risk Management	2,000	2,000			
01-4211 Emergency Services	64,500	12,000	2,500	50,000	-
Total Annual for FY 2010-11	$5,875,218	$737,282	$12,508	$50,000	**$5,075,428**
	100%	13%	0%	1%	86%

ESTIMATED ALLOCATION OF DIRECT PUBLIC SAFETY COST

Public Safety Protection Land Use Focus	Estimated Share Of Direct Cost	**Estimated Annual Cost**
Non-Residential Demanded Protection:	35%	$1,776,400
Residential Demanded Protection:	65%	$3,299,028
Equivalent Per Capita Cost of Residential Protection:		**$88.81**

COST OF PROTECTION SERVICE - BRASADA PROJECT

Developed Lots	Occupied Dwellings	Resident Population	**Estimated Cost Of Protection**
61	43	140	**$12,400**

Source: City of San Dimas 2010-11 Adopted Budget; Alfred Gobar Associates.

EXHIBIT I

ANALYSIS OF PUBLIC WORKS PROGRAM AND COST FUNCTIONS
CITY OF SAN DIMAS 2010-11 OPERATING BUDGET

OVERALL PUBLIC WORKS PROGRAM SCOPE

Budget-Fund Unit & Description	2010-11 Adopted Budget	Fixed Cost & Overhead Functions	Community Infrastructure Facilities		
			Non-Roadway Equip-Fac-Svcs	Capital Projects	**Roadway Maintenance**
01-4310 Public Works Admin/Eng	$671,958	$671,958			
01-4341 Street Maintenance	756,859	136,018	75,000		545,841
01-4342 Vehicle/Yard Maintenance	318,293	53,793	20,000	18,000	226,500
01-4345 Traffic Control	288,559	1,300	15,000	42,000	230,259
01-4415 Median-Pkwy Maintenance	549,813	47,936	339,089	12,000	150,789
02 Gas Tax Funds	586,300	125,000		10,000	451,300
07 Citywide Lighting District	978,650	105,650	120,000	17,000	736,000
72 Prop A Funds - Transit	730,134	123,331	586,803		20,000
73 Prop C Funds - Transit	420,000	20,000		360,000	40,000
74 Measure R Funds	294,000	14,000		180,000	100,000
Total Annual for FY 2010-11	$5,594,566	$1,298,986	$1,155,892	$639,000	**$2,500,689**
	100%	23%	21%	11%	45%

CITY ROADWAY SYSTEM AND UNIT COST OF MAINTENANCE

Roadway Description	Center-Line Miles of Road	Equivalent Lane-Miles	Effective Cost For Maint	Cost Per CL-Mile	**Cost Per Lane-Mile**
City Maintained Roadways	121.5	243.0	$2,500,689	$20,585	**$10,293**

BRASADA PROJECT ROADWAY MAINTENANCE COST SAVINGS

Roadway Description	Circulation Acreage	Typ Roadway Section Width	Lanes Per Section Width	Effective Lane-Miles	**Equivalent Cost Savings**
Brasada On-Site Circulation (Private)	7.54	36	2.0	3.46	**$35,600**

Source: City of San Dimas 2010-11 Adopted Budget; 2009 HPMS Public Road Data; Alfred Gobar Associates.

NJD, Ltd

Memo

To: Planning Commission Members

From: NJD, Ltd

CC: file

Date: November 9, 2010

Re: Secondary Emergency Access

Following is an analysis of the secondary access proposed by NJD to comply with Tra-3A of the Transportation Section and Hazards Section of the DEIR.

The Report was prepared by Scott Franklin Consulting and Hunt Research Corp. Their resumes are included in the DEIR.

The report consists of an Executive Summary and Exhibits A-E.

Based on their analysis it is NJD's position that we have emergency access adequate for the proposed Brasada project.

Scott E. Franklin
International Consultant
Urban Wildland Fire Management
25059 Highspring Ave.
Santa Clarita, CA 91321
(661) 254-2376
Fax (661) 254-2376
Email Scott@Fireconsult.net
Web page: www.fireconsult.net

ADDENDUM TO FIRE PROTECTION PLAN PREPARED FOR NJD, Ltd. BRASADA PROJECT; TTM 70583 CITY OF SAN DIMAS, CA ANALYSIS OF SECONDARY EMERGENCY ACCESS

November 5, 2010

EXECUTIVE SUMMARY

NJD, Ltd contracted with Scott Franklin Consulting (resume included in the appendix to the draft EIR) to prepare a Fuel Modification Plan (FMP) and a Fire Protection Plan (FPP) for the Brasada Project (TTM 70583), located in San Dimas, Ca. The FPP identified four possible points for Secondary Emergency Access. The FMP and the FPP were included as part of the draft EIR prepared for the City of San Dimas by PBS&J for the Brasada Project. In the Transportation Section and the Hazards Section of the draft EIR, the City of San Dimas concluded that providing at least one improved secondary access (as provided in mitigation measure Tra-3A of the draft EIR) would mitigate impacts of the project with respect to the adequacy of emergency access. However, without providing at least one improved secondary access, the Brasada Project was found, for the purpose of the draft EIR, to be a "single access" development, which would result in a significant and unavoidable impact on emergency access.

As a result of the draft EIR's discussion of emergency access, NJD, Ltd commissioned Scott Franklin Consulting and Hunt Research Corp., to more fully analyze the adequacy of the proposed secondary emergency access points indentified in the draft EIR for the Brasada Project. The purpose of this addendum is to express our opinions on these identified access points, to summarize the results of the finding and to offer specific recommendations regarding the adequacy of the existing secondary emergency access points. Additionally, based on our years of experience, we offer our opinion on their compliance with various code sections at the International, State, County and local level. Finally, we include maintenance recommendations to provide for continuing adequate secondary emergency access for the Brasada Development.

Attached to this Summary as "Exhibit A" is a series of pictures taken by Scott Franklin Consulting during a site visit on November 2, 2010, which depicts the unpaved portion of

the road beginning at the gate on the NJD property to the boundary line separating the City of Glendora and the City of San Dimas, a distance of approximately three (.03) tenths of a mile. Mr. Franklin personally toured and assessed the Brasada Development site and the emergency access points identified in the draft EIR on November 2, 2010. Also included as "Exhibit B" in this Summary is a "Code Compliance Analysis of Road Width Requirement" prepared by Hunt Research Corp; this compilation identifies existing fire code requirements and provides a summary of Mr. Hunt's review and conclusions with respect to the relevance of these provisions to the Brasada Development. "Exhibit C" is a copy of the FPP prepared by Scott Franklin Consulting and Hunt Research Corp.

Based on our review of the draft EIR and proposed tract map, our site and vicinity tour, a review of the relevant fire code standards and other project characteristics of the Brasada Development, it is our recommendation and opinion based on our experience that Wildwood Ranch Road through the property west of the Brasada Development should be designated as the preferred Secondary Emergency Access Road for TTM 70583, City of San Dimas, CA. This recommendation is based on a number of the facts including, but not limited to the following:

This secondary emergency access road culminates at the junction of Amelia Ave. and Country Club Dr., adjacent to the Glendora Country Club, allowing for an unimpeded flow of traffic by means of an improved private roadway as described in this paragraph. Commencing at the junction of Country Club and Wildwood Ranch Road to the intersection of Wildwood Canyon Road, the road is improved to a 26 foot width. At the intersection, Wildwood Ranch Road narrows to an improved 20 foot wide road. The improved road from Country Club to the gate at the NJD property is approximately six (.06) tenths of a mile. Refer to "Exhibit D" which, is an aerial map depicting the secondary emergency access routes proposed for the Brasada Project. The road from the gate, across NJD property to the boundary separating the City of Glendora and the City of San Dimas is a distance of approximately three (.03) tenths of a mile and is a maintained all weather road, 20 feet in width, with several turnouts and a turnaround.

Wildwood Ranch Road is also the preferred alternative because it exits to the southwest, mitigating the historical effects of a Santa Ana wind driven fire coming from the northeast and the anticipated fire behavior patterns modeled in the original FPP. Refer to "Exhibit C" attached to this document. Wildwood Ranch Road provides the shortest and most direct route for egress for those who evacuate.

Turnarounds and turnouts have been provided along the Wildwood Ranch Road and these provide more than adequate staging areas for fire protection resources as required by Los Angeles County Fire Code Standard No. 10.207 (A). Refer to "Exhibit B & Exhibit D" attached to this document.

Entrance gates are proposed as part of the Brasada Development to restrict public ingress use through a Knox Box security system or equivalent. Emergency egress shall be accomplished through an automatic trip system or equivalent. The gate shall have a sign

with a minimum of four inch tall letters, stating there is no trespassing, no public access and that the gate is Knox Box controlled.

Scott Franklin inspected the proposed Secondary Emergency Accesses on November 2, 2010 and concluded that Wildwood Ranch Road met or exceeded the minimum requirements for secondary access as found in Los Angeles Fire Code Standard No. 10.207 (A) which sets forth the access road and driveway standards for private road development where there is not public right-of-way. Refer to "Exhibit B" attached to this document.

Grades, in the unpaved portions of Wildwood Ranch Road do not exceed ten (10%) percent.

NJD has proposed to record a Restrictive Covenant, as set forth in "Exhibit E" that will provide secondary access from the gate at the NJD property to the connection point at the boundary line separating the City of Glendora and the City of San Dimas. The proposed Restrictive Covenant provides that any future development would require the continuance of and the improvement of the secondary emergency access over this portion of Wildwood Ranch Road for the benefit of the Brasada Development.

MAINTENANCE RECOMMENDATIONS:

The portion of Wildwood Ranch Road beginning at Country Club and continuing six (.06) tenths of mile to the gate on the NJD property is currently maintained, and will continue to be maintained by property owners and those who have access rights. This portion of the road is inspected annually by LACFD for compliance. The portion of the road commencing at the gate on the NJD property and continuing approximately three (.03) tenths of a mile to the boundary line separating San Dimas and the City of Glendora is maintained partially by NJD and partially by LACFD. In cooperation with LACFD, NJD will continue to maintain the access until the property is developed, at which time maintenance will be provided for as part of a Restrictive Covenant, "Exhibit E", NJD has proposed to place on the property to insure continue secondary emergency access through this portion of the foothills.

That NJD portion of the road, including any turnarounds and turnouts is maintained semi annually with material that will provide an all weather surface that is a minimum 20 foot wide.

It is further recommended that annual fuel modification be performed as directed by LACFD either side of the road. All maintenance and fuel modification should avoid all endangered or other sensitive species.

CONCLUSIONS:

Based in my experience and a review of the data and documents summarized above, Wildwood Ranch Road is the preferred alternative for secondary emergency access for the Brasada Development because it exits to the southwest, away from historic and model fire behavior patterns referred to in "Exhibit C".

In its current condition, Wildwood Ranch Road provides a secondary emergency access road that meets or exceeds minimum requirements established by International, State, County and local fire codes.

The proposed Restrictive Covenant requires future development of the NJD portion of the road to be continued and improved.

All gates will include Knox Boxes and will not be used for public access.

Adequate provisions are in place for continuing maintenance and fuel modification that adequately provide for the public safety and the safety of firefighting resources.

Sincerely;
Scott Franklin Consulting

Scott Franklin

CONCLUSIONS:

Based in my experience and a review of the data and documents summarized above, Wildwood Ranch Road is the preferred alternative for secondary emergency access for the Brasada Development because it exits to the southwest, away from historic and model fire behavior patterns referred to in "Exhibit C".

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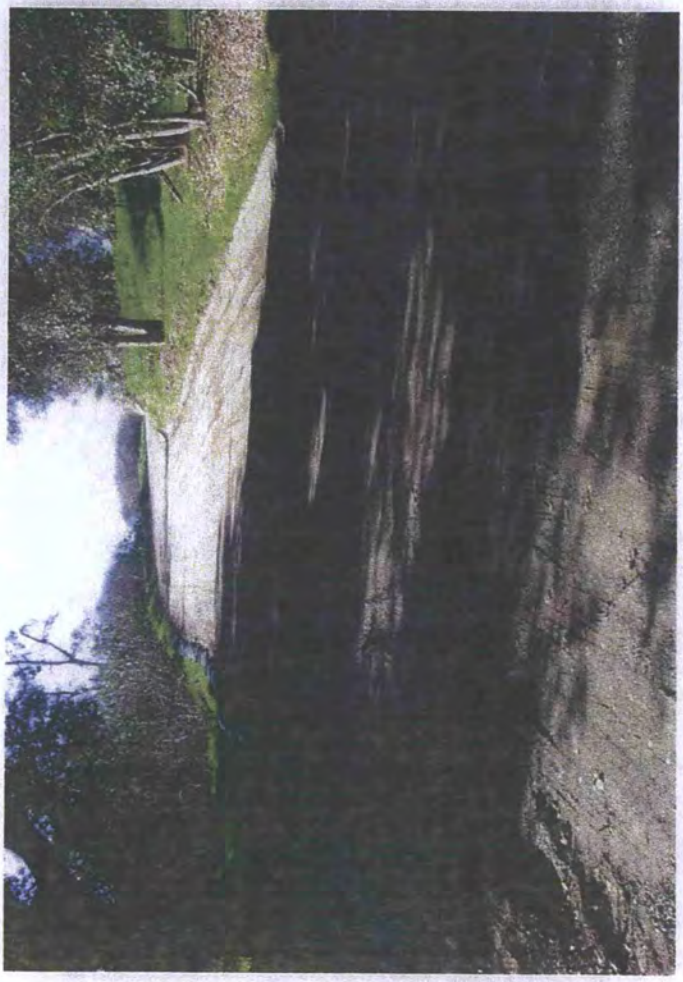
Adequate provisions are in place for continuing maintenance and fuel modification that adequately provide for the public safety and the safety of firefighting resources.

Sincerely;
Scott Franklin Consulting

Scott Franklin

"Exhibit A"



NO
TRESPASSING

"Exhibit B"

Hunt Research Corporation
Founded 1979
JAMES W. HUNT, President

11-5-10

VARIOUS REQUIREMENTS FOR ROAD WIDTHS IN WILDLAND URBAN INTERFACE AREAS IN LOS ANGELES COUNTY.

Agency	Code section	Requirement
Los Angeles County Fire Department	County Fire Code Sec 503.2.1	20 foot minimum width
Los Angeles County Fire Department	Fire Code Standard 10.207 (A) Current Department Access Standard	20-foot minimum width. FD may allow reduction to 15-foot widths where geological or other restricting forces preclude the development of a full 20-foot width for limited distances of not more than one quarter of a mile. Same standard as set forth in the NF-PEIR.
Los Angeles County Fire Department	County Fire Code sec 4702.1	Requires Fire Protection plan describing ways to mitigate/minimize potential loss from wildfire exposure. Can also require when granting modifications.
State of California	California Fire Code, Section 503.2.1	20 foot minimum width
California Title 14; Article 2	1270.07	18-foot minimum width; 10 foot on one-way roads.
International Code Council	International Wildland Urban Interface Code	20 foot minimum width
County of Los Angeles	Title 21; Subdivision Code; section 21.24.020	20 foot minimum width
State of California and L.A County	Fire Code Appendix Chapter 1; section 104.7.2	Allows a Technical Report (FPP) to propose alternatives based on adequate fire protection provided.

SECONDARY EMERGENCY ACCESS REQUIREMENTS:

Agency	Code Section	Requirement
County of Los Angeles;	Title 21; Subdivision Code; section 21.24.020	Various. Required for Brasada when more than 75

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E MAIL: jhunt2@gte.net WEBSITE: www.huntresearch.com

		homes on road.
County of Los Angeles	Title 21; Subdivision Code section 21.24.040	Allows for additional development of more than 75 homes based on topo, title limitations, etc.of up to 300 lots (reduced to 150 for 26' wide roads) that may be allowed on single access if future development will occur and remove restriction.
National Fire Protection Association std 1141; "Fire Protection Infrastructure in Suburban and Rural Areas"	Table 5.1.4.1 (a): "Required Number of Access Routes for Residential Areas"	For 0-100 households, 1 access route is required.
Agency	**Code Section**	**Requirement**
State of California	Title 14; Article 2 (applies in SRA)	Allows " Same Practical Effect" in providing defensible space in lieu of secondary access. Brasada FPP demonstrates the same practical effect for defensible space.
State of California and L.A County	Fire Code Appendix chapter 1; sec 104.7.2.	Allows Technical Report (FPP) to propose alternatives based on adequate fire protection provided.
State of California and L.A County	Fire Code Appendix Chapter 1, section 104.8	Allows modifications to code where practical difficulties occur.
Los Angeles County Fire Code	Section 4702.1	Requires Fire Protection plan describing ways to minimize/mitigate loss from Wildfire exposure. Can also require when granting modifications to codes.

Summary of Findings:

NF-PEIR adopted the LA County Fire Code Standard 10.207 (A) which allows for 20-foot wide roads.

LA County Fire Code Standard 10.207 (A) allows for 20-foot wide roads.
State and County Code 503.2.1 allows for minimum 20-foot road widths.

International Wildland Urban Interface Code allows for 20-foot wide roads.

California Title 14; Article 2, Section 1270.07 allows for a FPP to have the same practical effect as secondary access and requires 18-foot road widths.

National Fire Protection Association Standard 1141 would not require a secondary access but would require 24 foot wide roads

LA County Title 21, would allow for a maximum of 300 units depending upon road widths. The proposed 26-foot road widths in the Brasada Development would allow for 150 lots on single access because future development is likely and will remove the access road restrictions.

The various code sections allow for variations or modifications to secondary access when the same practical effect can be achieved through the creation of defensible space.

Based on my experience and my review and understanding of the code sections summarized above the local standards set forth in the NF-PEIR together with County, State and International Wildland Urban Interface code sections cited allow for the adequacy of 20 foot wide, secondary emergency access roads, with further reductions in road width requirements if certain conditions exist.

Sincerely
Hunt Research Corp.

Jim Hunt, President

Prepared by Jim Hunt; Hunt Research Corporation for Scott Franklin Consulting.

"Exhibit C"

BRASADA

SAN DIMAS

USGS Quad Glendora

T-1N, R-10W, Sections 27 & 34

TENTATIVE TRACT MAP NO.70583

August 24, 2009

APN-8665-001-009 & 8865-003-001

APN-8665-001-004 & 8665-001-005

APN-8678-030-033 & 8665-001-012

Revised 06-14-2010

Revised 06-15-2010

Revised 06-16-2010

Revised 07- 26, 2010

Prepared by:

Scott Franklin Consulting

25059 Highspring Ave, Newhall CA 91321

Phone: (661) 254-2376

Email: Scott @Fireconsult.net

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EXECUTIVE SUMMARY

Brasada is a 312 ± acre parcel on private land located within the City of San Dimas, adjacent to, and directly north of the Glendora Country Club. Entrance is at the north terminus of Cataract Ave. The elevation ranges from 1200± ft. to 1,800± ft., ASL. Fire protection is provided by the County of Los Angeles Fire Department, under contract with City of San Dimas.

Fire Station locations, response time and distance to entrance of project off of Cataract Ave

F.S. 64 164 S. Walnut, San Dimas, 1 mile, 2.0 minutes response time

F.S. 86 520 S. Amelia, Glendora, 2.18 miles, 4 minutes response time.

F.S. 85 650 E. Gladstone Ave., Glendora 3.12 miles, 6 minutes

Water is provided from Golden State Water Co. A "Will Service Notice" has been provided.

This area is within a designated Very High Fire Hazard Severity Zone (VHFHSZ).

Vegetative cover may be characterized as non-native grass land, disturbed coastal sage scrub, chaparral and a mix of woodlands consisting of coast live oak, walnut, sycamore and eucalyptus. (All eucalyptus shall be removed)

The proposed Brasada Project will consist of 61 lots, within a 103± acre development envelope.

Lots sizes shall range from ½ acre to 18 acres, with an average size of 2 acres.

A 200' Fuel Modification Zone shall be required for each lot. The Estimated Fuel Modification Distance chart (EFMD) indicates a score of 47. Since the EFMD approaches the 200' foot requirement, the developer has opted for the more stringent 200 foot option. The area is adjacent to the Angeles Forest and heavy continuous chaparral. Each property owner must provide a Fire Protection Plan when a building permit is requested. The entire Brasada project shall be under and HOA, with non-revocable deed restrictions on each parcel to requiring each parcel to participate and to comply with all vegetation management requirements, as outlined within this report.

An emergency secondary access is possible along the east perimeter, 0.6 miles in length, into Sycamore Canyon Rd., and a second emergency access on the west side out through the City of Glendora, into Amelia Ave., at Foothill Blvd. (HWY 66).

All proposed structures shall be required to comply with this Fire/Fuel Modification plan, including the requirement for each individual proposed structure to provide a Fire protection Plan with the City of San Dimas as well as the Los Angeles County Fire Dept.

1. INTRODUCTION

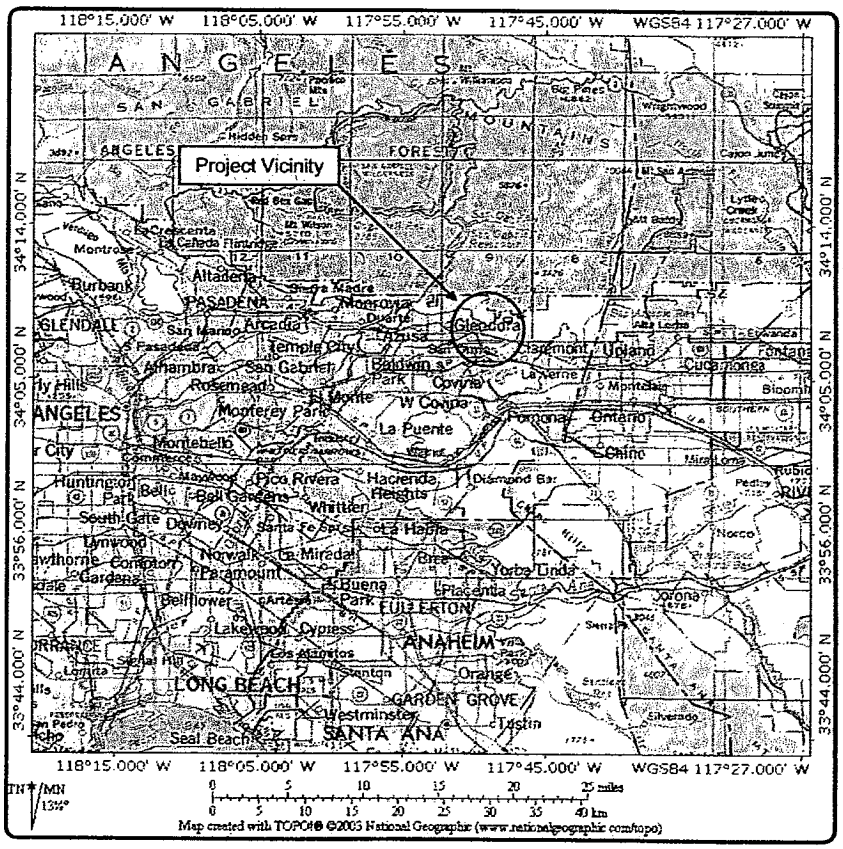
This Fire Protection Plan (FPP) has been prepared for the Brasada Project. The purpose of the FPP is to assess the potential impacts resulting from wildland fire hazards and identify the measures necessary to adequately mitigate those impacts. As part of the assessment, the plan has considered the property location, topography, geology, combustible vegetation (fuel types), climatic conditions, and fire history. The plan addresses water supply, access (including secondary/emergency access where applicable), structural ignitability and fire resistive building features, fire protection systems and equipment impacts to existing emergency services, defensible space, and vegetation management. The plan identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment that will protect one or more at risk communities and essential infrastructures. The plan recommends measures that property owners must take to reduce the probability of ignition of structures throughout the area addressed by the plan.

The plan recommends restoration/revegetation of oak/sycamore/walnut woodlands as a means to reduce catastrophic wildfire.

1.1 Project Location, Description and Environmental Setting

1.1.1 Project Location

Brasada is located within the community of San Dimas, adjacent to the city of Glendora, above the Glendora Country Club. The project includes portions of Wildwood, Shufer, and Shay canyons. (See page 6) Fire Hx and vicinity maps (See pages 7, 8 & 9).



L&L Environmental, Inc.

BIOLOGICAL AND CULTURAL INVESTIGATIONS AND MONITORING

STF-09-137
June 2009

Figure 1

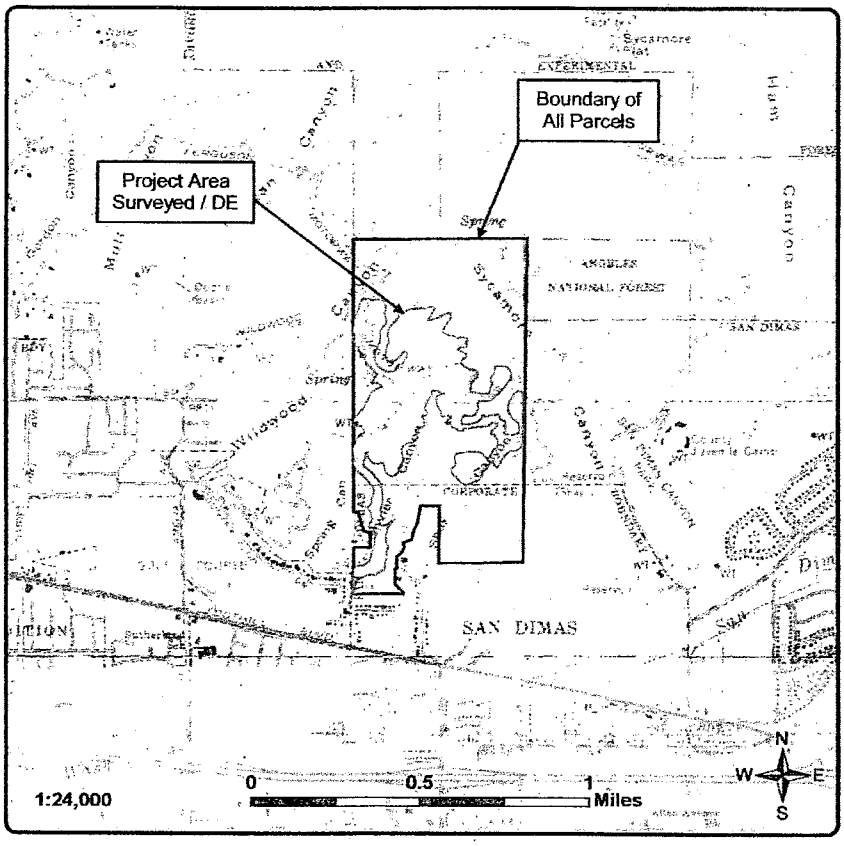
Project Vicinity Map

TTM 70583, City of San Dimas
County of Los Angeles, California

NORTH FORK
FIRE 1996
WILLIAMS FIRE USFS
2002
WILLIAMS FIRE USFS
2002
FS 17
PADUA
FIRE
2003
FS 62
TERREBONNE
FIRE 1989
MORGAN
FIRE
2000
PROJECT
AREA
FS 151
FS 86
WEBB
FIRE II
1990
SYCAMORE
FIRE
1989
BASE LINE
BASELINE
FS 102
FOOTHILL
STATE ROUTE 210

1.1.2 Project Description

- The project is comprised of 61 (1 through 61) residential lots, minimum of ½ acre to 18 acres. The project is within a Very High Fire Hazard Severity Zone (VHFHSZ)



L&L Environmental, Inc.

BIOLOGICAL AND CULTURAL INVESTIGATIONS AND MONITORING

STF-09-137
June 2009

Figure 2

Project Location Map
(USGS Glendora [1972] quadrangle)

TTM 70583, City of San Dimas
County of Los Angeles, California

1.1.3 Existing Site Conditions

- Vegetative fuel loads adjacent and within the project envelope are light, with non-native grass and coastal scrub 2' in depth. There small pockets of chamise along north perimeter.
- Fire Hx: there no signs of recent fire on the project site. The surrounding area (See Fire Hx maps, pages 7 & 8) has had several fires within the past 20 years. Continuous fuel located along the north and east perimeter of the project (Angeles Forest) poses significant wildfire potential.
- Climate: Average maximum summer air temperatures reach 90° F., extreme temperatures approaching 110°F. June through September is when these temperatures occur. Winter air temperatures are in the 60°F. Range. Extreme minimum may reach as low as 25°F.
- Existing land use: Recreation (golf) and homes adjacent to south boundary. Open space to the west and North West. Open space to the north (Angeles National Forest).
- The entire project (Lots 1 thru 61) are deed recorded by non-revocable CC&R's and HOA that require the developer and HOA to provide vegetation management, per this document, to all lots as well as all roads and driveways. Private vegetation management for each lot would be provided by each owner subject to CC&R's In the event home owner failed to comply the HOA would perform the required vegetation management.

2.0 Fuel Models

Behave Fuel Modeling System, developed by USDA Forest Service (P.Andrews, et.al), and is used to predict fire behavior. The BEHAVE 5.0 Fuel Modeling System is used by wild Fire Professionals as an indicator of wild fire behavior.

The area is comprised of two primary fuel models, oak woodland understory and grass/shrub vegetation.

The grass/ shrub model is Gs-2, moderate load dry climate grass/shrub, 2.4 tons/acre, 2-3' in depth, 8,000 Btu/lb.

The oak woodland understory model is TL2, low load broad leaf litter, 1.4 tons/acre, less than 1' in depth, 8,000 Btu/lb.

Inputs

Summer Fire	Fall Fire
1hr fuel moisture 2%	2%
10 hr fuel moisture 2%	2%
Live fuel moisture 70%	55%
20 ft wind speed 20 mph	60 mph

Air temperature 105°F	**85°F**
Slope 60%	**0%**

Outputs Gs-2

Summer Fire	**Fall Fire**
Rate of Spread: 75.0 ch/hr or 0.9 mph	**392.3 ch/hr or 5 mph**
Flame length: 9.4 ft.	**20.8 ft.**
Spotting Distance: 0.4 miles	**1.6 miles**

Outputs TL-2 (Oak understory)

Summer Fire	**Fall Fire**
Rate of spread: 4.1 ch/hr or 0 mph	**4.9 ch/hr or 0.06 mph**
Flame length: 1.5 ft	**1.7 ft**
Spotting Distance: 0.1 miles	**0.3 miles**

In all cases, ignition probability is 100%

2.1 BRASADA FUEL MODIFICATION REQUIREMENTS:

NO GROUND COVER, SHRUBS OR TREES FOUND ON THE LOS ANGELES COUNTY FIRE UNDESIREABLE LIST ARE ALLOWED WITHIN THE 200' FUEL MODIFICATION ZONE.

A 200' Fuel Modification requirement is necessary because of the adjacent heavy vegetation along the north perimeter (Angeles Forest).

Each lot must exhibit a 200' Fuel Modification Zone (measured from proposed structure). In addition, all roads, driveways must have a 20' fuel modification zone, each side, clear to the sky. All roads must be maintained by the HOA.

Zone A

From structure out 20'. This is the wet zone. Lawn or ground covers less than 4" in depth'

Shrubs less than 2' in height, on 4' centers, tree branches must be 10' away from all open flame devices, including BBQ's and chimneys. Coastal live oak, walnut or sycamore preferred in this area. Tree limbed up 1/3 the height or 6' above ground.

NOTE: If water restrictions are imposed, ground cover to be maintained at 3" or less.

Zone B.

From 21' to 100'. Ground covers less than 4" in depth. Shrubs maintained at less than 3' in height, on 5' centers, trees limbed up 1/3 the height, with 10' between canopies. Existing oak trees may retain closed canopies, but must have understory maintained at less than 4" in depth.

Zone C:

From 101' to 200' or to property line. Ground cover maintained at less than 4" in depth. Shrubs must be maintained at less than 3' in height, and must have minimum of 5' between canopies. Trees must have 10' between canopies and limbed up 1/3 the height or 6'. Oak, sycamore or walnut trees, existing, may have closed canopies, but understory must be maintained at less than 4" in depth, and branches limbed up 6' from ground.

Note: All driveways must be maintained as Zone "A", with vertical clearance to the sky.

3.0 Infrastructure

Infrastructure, Water Supply, Roads and Structural Safeguards.

This section of this plan is written for Scott Franklin Consulting Co by James W Hunt, President, Hunt Research Corporation.

The Brasada Development in the City of San Dimas is in a Very High Fire Hazard Severity Zone per the City and the County Fire Department. The APN numbers are:

8665-001-009 &8665-003-001

8665-001-004 & 8665-001-005

8665-001-012 & 8678-030-033

The LA County Fire Department (LACOFD) states that the City has not approved the State FRAP Fire Hazard Severity Maps at this time. The LA County Fire Department Fuel Modification Section states that the area is a Very High Fire Hazard Severity Zone (VHFHSZ) the City Building Official states that the City will classify it as a VHFHSZ.There will be 61 custom lots, on 313.7 +/- acres, which, will not be built on by the master developer, but will be sold to others for development. The developer has proposed the following:

- 61 homes that average 5000 square feet.
- 17 are proposed to be two story and 41 are proposed to be single story.
- 32 of the 61 lots will be 5000 square feet or less. They will be 1 or 2 story homes.

- 29 of the lots may include 3 or 4 lots with 7500 square foot one story homes plus ancillary buildings, mother in law quarters, etc.
- The largest homes will be 10,000 square foot one story homes with no exposures within 25'.
- The largest two story home will be 4000 square feet on the first floor.

The average lot size is about 2 acres with lots ranging in size from ½ acre to 18-acre sites. Building pads will average about 23,000 square feet. The roads will be private and maintained by the Home Owners Association (HOA). Setbacks of homes will be 25' from the street, 10 and 15' side yard setbacks and 30' rear yard setbacks. Many structures directly abut wildland open space, etc, and therefore should to be set back from the property line and from slopes at least 30 feet.

1. **Access Roads:**

The main access road, Brasada Lane, is approximately 5100' long starting from Dalepark Drive to the entrance to the cul-de-sac at the end of the road. In addition, cul-de-sacs branch off this road. The longest dead end road off Brasada is Stoney Ridge Lane, which is about 2100', serving three lots. Therefore, the longest length of road from entrance to the development is 7200' (1.36 miles). It is understood from the LACO Fire Department that The Los Angeles County Code, Title 21, Section 21-24.020 allows a cul-de-sac of this length, without secondary access, if there are 75 lots or less served by the culdesac. The number of lots served includes lots inside or outside of the tract. The LACOFD Land Development Unit defines the long cul-de-sac as serving 61 residences plus any offsite residence, which take access from the cul-de-sac, starting at Foothill Road where traffic can go in two directions, per meeting with the LACOFD Land Development Unit on 8-18-09. Therefore, some type of suitable, approved, Emergency Access road will be required, per the Fire Department.

The proposed road widths are 26' unobstructed except for private streets serving 4 or fewer lots, which is allowed by the City to be 20' width.

The LA County Fire Department Fire Code Standard # 10.207 (A) requires a minimum unobstructed road width of 20' clear to sky. If the road grade exceeds 10% or greater, it shall be paved. Roads will need to be posted "No Parking Fire Lane" so that no parked vehicles intrude into the 20' width. Road grades do not appear to exceed 10%. However, all roads will be paved. Fire apparatus weight is considered to be 50,000 pounds by LA County FD. Where Fire hydrants are required on the roads, the access road width shall be increased to 26' for a minimum of 25' on each side of the fire hydrant. All private access roads shall extend to within 150', along the path of access, to all portions of the exterior walls of the first story of any building. Accessory buildings under 1,000 square feet are excluded.

Road curve Radii shall not be less than 32 feet. Measurement is determined at centerline of the road.

Cul-de-sac bulbs (turnarounds) will be at least 80' unobstructed by parking, planters, fountains, trees, etc. and the cul-de-sac should be posted "No Parking-Fire Lane".

Due to the long dead end roads, suitable all weather emergency ingress/egress to approval of the Fire Department, should also be provided for use of responding Fire Apparatus concurrently with evacuation

of residents. There are some existing, dirt, emergency roads which are maintained at about 10-12' width which could be evaluated for acceptance by the LACO Fire Department. These roads would require ongoing maintenance including fuel modification on each side of road. Suitable lock overrides would need to be provided on gates so that residents could open the gates in an emergency without having a key or special knowledge or skill. Gates must be posted on each side; "No Parking; Fire Lane". In addition, residents would need ongoing training by the HOA in location of the roads, and operation of gates. Note, for comparison, although this project is not in a State Responsibility Area (SRA) that Title 14; "SRA Fire Safe Regulations" has the following requirements to maximum length of a dead end road, including all dead end roads accessed from that dead end road, starting at the intersection that begins the road is:

Parcel zoned for less than one acre: 800 feet

Parcels zoned for 1 acre to 4.99 acres: 1320 feet

Parcels zoned for 5 acres to 19.99 acres: 2640 feet

Parcels zoned for 20 acres or higher: 5280 feet.

The City is requiring an approved emergency fire access road along the eastern boundary.

Driveways:

All homes will have a driveway. Driveways shall have grades less than 20%. Driveway widths shall be at least 16'. Driveways in excess of 150' long will have an approved fire apparatus hammerhead turnaround as required by the Fire Department. Lighted house addresses shall be posted at the entrance to each driveway if house numbers are not visible from street. Where possible, hydrants should be placed near entrances to driveways.

Gates:

Any gates proposed for the private roads (public roads are not allowed to be gated) shall be as follows:

- Non-combustible.
- Motorized, horizontal sliding type,
- Vertical clearance open to sky.
- Open at rate of 1 foot per second.
- Failsafe or battery backup feature required.
- Have the ability to be manually opened if power fails.
- Located 30 feet in from any intersecting road.
- Dual KNOX box Key access for Fire District and Law Enforcement. This device shall override all other controls (Knox override switch and secondary controls).
- Gate area to be lighted.
- Width of gated area to be 2' wider on each side than the road, which is gated. (24' minimum for a 20' wide road; 30' for a 26' wide road).

- Gate to have an approved automatic, digital, emergency vehicle preemption system (TPD/EVP activator) if required by Fire Department, and shall be compatible with any Opticom systems on fire trucks.
- Traffic loop device required to open gate from the development side.
- Gates to be posted "No Parking Fire Lane" on each side.
- Residents shall be trained by the HOA on an ongoing basis regarding operation of the gates in an emergency.

Gates on the Emergency roads shall have approved devices which are operable from development side by residents without key or special knowledge or skills, and which override any locking devices on the gates. Such devices shall be to approval of the LACO Fire Department.

2. Fire Flow, water storage, hydrants and water system:

Fire Flow and hydrants will be provided by the Golden State Water Company. This will be a public water system with public hydrants. The required fire flow must comply with LACOFD Regulation 8. It requires 1250 GPM for 2 hours for a single family detached dwelling less than 5000 sq feet. Dwellings over 5000 square feet are required to follow Table 1 in Regulation 8. For this development, that Table requires the following:

The assumptions, per the Developer's representative are that the structures will not be within 25' of each other and that there may be as many as seventeen 2-story homes. The largest structure is proposed to be 10,000 square foot one story. The residences will have internal fire sprinkler systems.

Based on the sizes and number of stories provided by the Developer's representative, and listed in this section of this plan, and based on a 25% sprinkler credit, and an additional 500 GPM for exposures within 50' it is estimated that Table 1 and footnotes in Regulation 8 of the County Fire Department, will require a minimum fire flow of 2250 GPM for 2 hours duration at 20 PSI (2500 GPM plus 500 GPM for exposure minus 25% sprinkler credit) This amounts to 270,000 gallons of water storage for Fire Protection in addition to the amount needed for domestic, non-fire use. This storage shall be available at times of maximum peak domestic demand. In addition, adequate pressure shall be available to supply the fire sprinkler systems in homes. The Fire flow and the amount of water storage, discussed in this section is an estimate only. Actual, official, Fire flow and water storage requirements shall be made by the Fire Department Land Development Unit, and may vary from what is estimated this plan.

Fire Water Storage tank:

Developer will install the water tank and the water company will maintain it. The water tank shall be non combustible and shall comply with the requirements of the Water Company, AWWA M-31 standards, LACOFD and Building Official requirements, Seismic requirements, and National Fire Protection Association (NFPA) Standard #22 for Fire Water tanks for private fire protection. The tank shall have a lid and automatic refill capabilities. The water levels shall be remotely monitored by an approved offsite monitoring company; 24/7. Tank shall also have a visible level gage, readable from ground level. There shall be 100' of fuel modification around all sides of the tank. Water tank shall

provide gravity flow to fire main system without the aid of pumps. A gated 4" male Fire Department pumper connection with cap shall be provided on tank and be accessible to a Fire Engine on an access road to tank, or a fire hydrant shall be provided on road to water tank. If pumps are required to maintain the fire flow, they shall be UL listed or FM approved as a system, per NFPA 20, and have standby power separate from the public power system, and shall be in a sprinklered concrete or block pump house, in compliance with CBC Chapter 7-A, and which is protected by internal fire sprinklers and which has a 100' fuel modification zone on all sides. Pumps shall be inspected, tested, and maintained per NFPA 20 and NFPA inspection and testing standard 25.

Fire Hydrants:

Fire Hydrants are required by Regulation 8 to be spaced at 300' intervals for the estimated fire flow. Hydrants should be located at each intersection, each entrance to a cul-de-sac, and within the cul-de-sac if the distance exceeds 300', but not located in the bulb. No portion of a structure should be placed on a lot where it exceeds 750' via vehicular access from a property spaced fire hydrant that meets the required fire flow.

Roads less than 26' width need to be widened to 26' for 25' on each side of a hydrant to keep the road open while a fire engine is connected to a hydrant. This will affect the 20' private roads.

Fire hydrants along Brasada lane from the entrance to development to the beginning edge of the first lot would be spaced at 600' intervals. Hydrants in areas of roads where there are no houses directly accessed, would have hydrants spaced at 600' intervals.

If there is any center median in a road, then hydrants may be required on each side of the median per Regulation 8.

Fire Hydrant and water system specifications, design, calculations and installations shall comply with LACOFD Regulation 8. Detailed plans shall be submitted to the LACOFD for review and approval prior to installation.

Portions of the water system, which will be designed by the project engineers, will be looped, and some portions may not be looped. System will have water mains, which are at least 8" in diameter, or larger if deemed necessary, by the water system engineers to provide the needed fire and peak domestic flow at acceptable pressures and velocities. Adequate isolation valving should be provided in the mains, per AWWA M-31 recommendations for a fire protection water system. The system should be designed so that no more than 3 fire hydrants (1800') can be shut off at any one time, due to a shutdown of a main. The system should be designed to provide the needed flows with one source of supply shut off. The system must be properly engineered for seismic resistance.

Individual Hydrant flows (one hydrant flowing) are required to be 1250 GPM at 20 PSI with a single hydrant flowing.

Significant water sources such as ponds, pools, etc should be provided with direct access to within 10' for a fire truck to draft water, or, in the alternative, an adequately sized private water main terminating with a gated Fire Department outlet at a point visible to, and accessible by, a fire engine. A durable and readable sign will need to be installed on the outlet. Sign needs to state "Pool water connection; (quantity) gallons."

Fire hydrants, within the area under construction, shall be installed and in an operable condition prior to bringing combustible materials on site.

3. **Identification of Roads and Structures:**

Structures shall be identified by internally lighted, and reflective, street address numbers at the structure, and at the driveway entrance if house numbers are not visible from roadway. Numbers shall be 4" in height and located 6 to 8' above grade. All addresses of any multiple structures located off driveways shall be posted on structures, on the entrance to individual driveways, and at the entrance to the common driveway.

All streets shall have street names posted on non-combustible street signposts. Letters/ numbers to be 4" high, reflective, on a 6" high backing. Signage to be 7' above grade. There shall be street signs at each intersection, the entrance to the development, and elsewhere as needed.

4. **Location of any LPG tanks (such as for structures, barbeques, patio lights, heaters etc), Firewood, hay storage, storage sheds, barns, outbuildings, etc.**

The use of any LPG tanks, and any firewood, hay storage, storage sheds, barns, and other combustibles shall be located at least 30' from structures. Storage sheds, barns, and outbuildings shall be of non combustible or ignition resistant construction with approved, listed Class A roof assemblies per CBC Chapter 7-A, so as to not ignite and spread fire to the main structures. Additionally, any of the above listed structures, i.e., out buildings, storage sheds, barns, etc., that are 200 sq ft or more in size, shall be equipped with automatic fire sprinklers.

5. **Ignition resistant building construction requirements:**

This section describes the concepts for Ignition Resistant Construction. It meets, and in some cases exceeds, the requirements of the LA County Fire Department, the requirements found in Chapter 7-A of the 2007 California Building Code (CBC), and the I.C.C "International Urban-Wildland Interface Code". These recommendations reflect the state-of-the-art in Urban Wildland Interface Fire resistant Construction.

Building construction shall comply with County and California Building Codes, including CBC Chapters 7-A and 15, and LACO Fire Department requirements, due to the Wildland Fire risk.

garages, as new products are being introduced as a result of recent fires. One example of a baffled vent is "Brandgaurd Vents"; www.brandgaurdvents.com. It was discovered that in the recent major wildland fires, that burning embers were entering through vents and igniting fires in the attics and garages. . This is currently a major issue in Urban Wildland Interface fire protection.

F. Fire Sprinklers: All structures over 200 sq. ft. shall have automatic fire sprinkler systems designed and installed to the NFPA 13-D sprinkler standard. A four head calculation should be required. Sprinkler coverage shall also be provided for the garage and any enclosed porches or overhangs. Attic sprinkler heads should be considered by the Sprinkler designer and the Fire Department due to the risk of airborne burning embers entering attic vents. Actual design is the responsibility of the fire protection system designer, to Fire Department approval. Note that pressures exceeding the required 20 PSI residual in water system may be needed for the sprinklers.

G. Glazing: Exterior glazing, including window glass, window walls, glazed doors, glazed openings in exterior doors, or other transparent, translucent or opaque glazing, leaded glass, etc, shall be insulating glass units with a minimum of one tempered pane, tempered, approved glass blocks or have a 20 minute fire rating per CBC Chapter 7-A. Glazing facing slopes exceeding 15% should be tempered glass. Plastic or vinyl window frames shall be of an approved type, which will not melt, ignite, or fail. Frames shall have "welded" corners and metal reinforcement in the interlock area to maintain integrity, and be certified to ANSI/AMMA/NWWDA 101/.S.2-97. The size and amount of glazing facing wildland, open space and park areas should be minimized. Screens should be steel rather than plastic.

H. Skylights should be tempered glass due to potential of airborne burning debris striking them during a wind drive wildfire.

I. There shall be no combustible rain gutters or downspouts. Roof gutters shall be provided with an approved means to prevent the accumulation of leaves and debris in gutter, per CBC Chapter 7-A.

J. Exterior doors shall be approved non combustible or solid core wood having stiles and rails not less than 1 3/8 inches thick with interior field thickness of no less than 1 ¼ inches thick, or have a fire resistive rating of not less than 20 minutes. Refer to CBC Chapter 7-A. Garage doors should be made of substantial metal or approved fire retardant material. Garage doors should also have substantial gasketing on sides to help prevent ember intrusion into garage. Glazing in garage door windows should comply with Chapter 7-A glazing requirements, or provide equivalent protection.

K. Projections: Exterior balconies, carports, decks, deck surfaces, treads, risers, landings of decks, porches, balconies, patio covers, gazebos, outbuildings, unenclosed roofs and floors, and similar architectural appendages and projections shall be of approved non combustible construction, ignition resistant construction, heavy timber, approved exterior fire retardant wood, approved non combustible material, or one hour fire resistive construction. There shall be no plastic or vinyl decking or railings. The ends of decks shall be enclosed with the same type of material. When such appendages and projections are attached to exterior fire-resistive walls, they shall be constructed to maintain the fire resistive integrity of the exterior wall, and shall have the same fire rating. There shall be no decks or overhangs over slopes. Decking, floors and underfloor protection to comply with CBC Chapter 7-A, Sec 704 A.4. Plastic webbing, split or whole

bamboo, reed or straw-like materials, corrugated plastic or fiberglass materials and similar flammable materials shall not be permitted for use on patio covers.
There should be no Palapas, combustible jungle gyms, playhouses, etc, in any Fuel Modification Zones around houses or ancillary structure.

L. Awnings/ canopies: there shall be no combustible awnings or canopies.

M. Wood fences should be prohibited. Any fencing on private lots facing wildland and open space areas should be 6' high solid block or masonry. Approved view glass may be installed in walls if glazing is a listed fire rated assembly with an adequate fire rating and approved by the Fire Official and Building Official. Wood fences must not be used as they can serve as a fuse to spread fire to a structure.
N. There shall be no plastic or vinyl railings or fencing in the development.
O. Spark Arrestors: all chimneys and other vents on heating appliances using solid or liquid fuel shall have spark arrestors of a type approved by the LA County Fire Department. Arrestors shall be visible from the ground.
P. Dryer and Air conditioning vent intakes should not face wildland areas and open space/ park areas.
All official requirements and approvals shall be obtained from the LA County Fire Department, the Building Official and the City prior to any construction occurring. All applicable codes and standards shall be complied with. Although these infrastructure and structural recommendations should provide reasonable fire protection, there are no guarantees expressed or implied that that structures would not be damaged by fire or that injuries or death would not occur.

6.0 APPENDIX

Page 22: Estimated fuel Modification Chart (EFMD) (Exhibit B)

Estimated Fuel Modification Chart is a requirement of Los Angeles county Fire Department to indicate the required Fuel Modification Zone requirement. While a score of 47 was indicated for Brasada, a 200' Fuel Modification Zone in lieu of 150' is required due to continuous fuel (vegetation) abutting the north and east perimeter of the project.

Page 23: Fuel Assessment Zones and Maintenance Requirements

The Fuel Assessment Maintenance Zones are L.A. County Fire Dept. minimum requirements.

Page 25: Long Term Maintenance Agreement

The Long Term Maintenance Agreement is a requirement of L.A. County Fire to assure that all requirements of this plan are in compliance, annually.

EXHIBIT B

ESTIMATED FUEL MODIFICATION DISTANCE CHART (EFMD)

STRUCTURE CONSTRUCTION		SCORE
GOOD/CURRENT FIRE ZONE 4 OR VHFHSZ REQUIREMENTS	1	1
MODERATE	5	
POOR	10	
FUELS		
PRIMARILY GRASSLAND	5	10
COASTAL SAGE SCRUB/OAK WOODLAND	10	
CHAPARRAL	15	
SLOPE* DOWN-SLOPE / UP-SLOPE		
0 - 20 DEGREES / 0 - 20 DEGREES	1	8
20 - 40 DEGREES / 20 - 40 DEGREES	2	
40 - 60 DEGREES / 40 - 60 DEGREES	4	
60 <. DEGREES / 60 < DEGREES	8	
	16	
ASPECT**		
NORTH	1	8
EAST	2	
WEST	4	
SOUTH	8	
FIRE TOPOGRAPHY***		
• DISTANCE FROM SLOPE,CHIMNEYS,SADDLES,CANYONS		
250 - 300	1	5
200 - 250	2	
150 - 200	3	
100 - 150	4	
50 - 100	5	
30 - 50	10	
< 30	15	
FIRE HISTORY/ POTENTIAL		
• HISTORICAL FIRE PATTERNS/INTENSITY		
LOW	5	15
MODERATE	10	
HIGH	15	
	TOTAL	47

ESTIMATED FUEL MODIFICATION DISTANCE****		EFMD
TOTAL	DISTANCE	
14-24	50'	150
25-34	100'	
35-49	150'	
50-69	200'	
70 +	300'	

* SELECT CATAGORY THAT CORRESPONDS TO THE LOCATION OF THE REQUIRED MODIFICATION

** VALUES ASSIGNED MAY VARY, BASED ON PREVAILING WEATHER PATTERN AND FIRE HISTORY

*** SUBDIVISIONS SHOULD ENTER A VALUE OF (5) FOR THIS CATAGORY

**** MEASUREMENT IN FEET TAKEN ALONG SLOPE (HYPOTENUSE)

ASSESSMENT FOR FUEL MODIFICATION PLAN

Zone A – Setback Zone

- Extends 20 feet beyond the edge of any combustible structure, accessory structure, appendage or projection.
- Irrigation by automatic or manual systems shall be provided to landscaping to maintain healthy vegetation with high live fuel moisture and greater fire resistance.
- Landscaping and vegetation in this zone shall consist primarily of green lawns, ground covers, and adequately spaced shrubs and trees. The overall characteristics of the landscape shall provide adequate defensible space in a fire environment.
- Plants in Zone A shall be inherently highly fire resistant and spaced appropriately. Species selection should be made referencing the *Fuel Modification Plant Reference.* Other species may be utilized subject to approval.
- Except for dwarf varieties or mature trees small in stature, trees are generally not recommended within Zone A.
- Target species will typically not be allowed within 30 or more feet of combustible structures and may require removal if existing on site.
- Vines and climbing plants shall not be allowed on any combustible structure.

Zone B – Irrigated Zone

- Extends from the outermost edge of Zone A to 100 feet from structure.
- Irrigation by automatic or manual systems shall be provided to landscaping to maintain healthy vegetation with high live fuel moisture and greater fire resistance.
- Landscaping and vegetation in this zone shall typically consist primarily of green lawns, ground covers, and adequately spaced shrubs and trees. The overall characteristics of the landscape shall provide adequate defensible space in a fire environment.
- Plants in Zone B shall be fire resistant and spaced appropriately. Species selection should be made referencing the *Fuel Modification Plant Reference.* Other species may be utilized subject to approval.

Zone C – Native Brush Thinning Zone

- Extends from the outermost edge of Zone B to 200 feet from structure.
- Irrigation systems are not required for this zone. (Native plants are generally not compatible with regular, un-seasonal supplemental water.)
- Landscaping and vegetation in this zone may consist of modified existing native plants, adequately spaced ornamental shrubs and trees, or both. There may also be replacement landscape planting with ornamental or less flammable native species to meet minimum slope coverage requirements of City or County Public Works or Parks & Recreation Landscape or Hillside ordinances. In all cases the overall characteristics of the landscape shall provide adequate defensible space in a fire environment
- Existing native vegetation shall be modified by thinning and removal of species constituting a high fire risk; including but not limited to laurel sumac, chamise, ceanothus, sage, sage brush, buckwheat, and California juniper. Please reference the *Fuel Modification Plant Reference.*
- Fuel loads shall be reduced by pruning up the lower 1/3 of remaining trees or shrubs and removing dead wood. Native plants may be thinned by reduced amounts as the distance from development increases.
- Plants in Zone C shall be spaced appropriately. Species selection should be made referencing the *Fuel Modification Plant Reference.* Other species may be utilized subject to approval.
- General spacing for existing native shrubs or groups of shrubs is 15 feet between canopies.
- General spacing for existing native trees or groups of trees is 20 feet between canopies.

Fire Access Road Zone

- Extends 10 feet from the edge of any public or private roadway that may be used as access for fire-fighting apparatus or resources.
- Clear and remove flammable growth for a minimum of 10 feet on each side of Fire Access Roads. (Fire Code 317.10)
- Fire access roads, driveways and turnarounds shall be maintained in accordance with fire code. Fire Access Roads shall have unobstructed vertical clearance. (Fire Code 503.2.1)
- Landscaping and native plants within the 10-foot Fire Access Road Zone shall be appropriately spaced and maintained to provide safe egress in wildland fire environments.

Maintenance

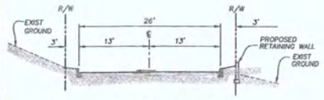
- **Routine maintenance shall be regularly performed in all zones which requires:**
- Removal or thinning of undesirable combustible vegetation and replacement of dead or dying landscaping.
- Pruning and thinning to reduce the overall fuel load and continuity with other fuels.
- Pruning lower branches of trees and tree-form shrubs to 1/3 of their height (or 6 feet from lowest hanging branches) to help prevent fire from spreading upward into the crown.
- Unless otherwise approved, Ground covers shall be maintained at a height not to exceed 6 inches in Zone A, 12 inches within 50 feet of a structure in Zone B, and 18 inches in Zone B beyond 50 feet. Annual grasses and weeds shall be maintained at a height not to exceed 3 inches.
- Accumulated plant litter and dead wood shall be removed. Debris and trimmings produced by thinning and pruning should be removed from the site or chipped and evenly dispersed in the same area to a maximum depth of 5 inches.
- Manual and automatic irrigation systems shall be maintained for operational integrity and programming. Effectiveness should be regularly evaluated to avoid over or under-watering.
- Compliance with the Fire Code is a year-round responsibility. Enforcement will occur following inspection by the Fire Department annually and as needed. Annual inspections are conducted following the natural drying of grasses and fine fuels, between the months of April and June depending on geographic region.
- Brush Clearance enforcement issues on adjacent properties should be directed to the County of Los Angeles Fire Department's Brush Clearance Unit at (626) 969-2375.
- All future plantings shall be in accordance with the County of Los Angeles Fire Department Fuel Modification Guidelines and approved prior to installation. Changes to the approved plan which require an additional plan review will incur a plan review fee.
- Questions regarding landscape planting and maintenance with regard to fire safety should be directed to the Fire Department's Fuel Modification Unit at (626) 969-5205.
- **HOA is responsible for ensuring that all landscaping complies with the approved Fuel Modification plan**

Long Term Maintenance Agreement

- **All future plantings shall be in accordance with the County of Los Angeles Fire Department Fuel Modification Guidelines.**
- **Lots within this project may be required to submit plans to the Fuel Modification Unit prior landscaping being installed and must be identified in the CC&Rs.**
- **Changes to the landscaping in common areas or individual lots reviewed by the Fuel Modification Unit shall be approved prior to installation.**
- **Walls may be required on lots based on location of structure and proximity to slope (to be determined upon final tract submittal or individual lot review)**
- **Adjoining property owners are responsible for offsite Brush Clearance as required by the Fire Code.**
- **Zone C may be adjusted during inspection depending upon field conditions.**
- The property owner(s) agree to be responsible for the long-term maintenance of this fuel modification plan, as described herein. Notification of Fuel Modification requirements is to be made upon sale to new owners. Proposed changes to the Final Fuel Modification plan must be submitted to the Fuel Modification Unit for approval, prior to implementation. Regular inspections will be performed by the Fire Department to ensure compliance with the approved plan. Failure to comply with the Fuel Modification Plan requirements may result in an Administrative Fine not to exceed $1000 and possible legal action.

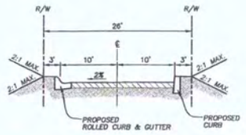
Name (Print)	Signature	Date
Name (Print)	Signature	Date

"Exhibit D"



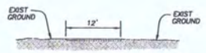
SECTION A-A N.T.S.

TYPICAL PUBLIC STREET SECTION



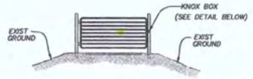
SECTION B-B N.T.S.

TYPICAL PRIVATE STREET SECTION



EXISTING EMERGENCY ACCESS ROAD

N.T.S.



EMERGENCY ACCESS GATE DETAIL

N.T.S.

KNOX BOX DETAIL

N.T.S.

SCALE 1" = 200'

PREPARED BY:

FUSCOE ENGINEERING

16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

full circle thinking

EMERGENCY FIRE ACCESS EXHIBIT STREET SECTIONS

BRASADA

SAN DIMAS
LOS ANGELES COUNTY, CALIFORNIA

PREPARED DATE: SEPTEMBER 8, 2009
REVISED DATE: NOVEMBER 8, 2010

CITY OF SAN DIMAS
MINUTES
SAN DIMAS REDEVELOPMENT AGENCY MEETING
TUESDAY, NOVEMBER 23, 2010
SENIOR CITIZEN/COMMUNITY CENTER
MULTIPURPOSE ROOM, 201 E. BONITA AVENUE

PRESENT:
Chairman Curtis W. Morris
Vice Chairman John Ebiner
Mr. Emmett G. Badar
Mr. Denis Bertone
Mr. Jeffrey W. Templeman
Executive Director Blaine Michaelis
Agency Attorney Ken Brown
Secretary Ina Rios
Assistant City Manager of Community Development Larry Stevens
Assistant City Manager Ken Duran
Director of Development Services Dan Coleman
Director of Public Works Krishna Patel
Director of Parks and Recreation Theresa Bruns

CALL TO ORDER

Chairman Morris called the meeting to order at 8:45 p.m.

ORAL COMMUNICATIONS (This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)

There were no comments.

APPROVAL OF MINUTES

It was moved by Mr. Templeman, seconded by Mr. Ebiner, to approve the minutes of the November 9, 2010 meeting. The motion carried unanimously.

EXECUTIVE DIRECTOR

1) Approval of the SDRA Annual Audited Financial Statements and State Controller's Report.

Executive Director Michaelis presented the Annual Independent Financial Audit Report and the State Controller's Report for adoption. City rec'd unqualified audit,

It was moved by Mr. Bertone, seconded by Mr. Templeman, to approve the Annual Audited Financial Statements and State Controller's Report. The motion carried unanimously.

2) Project status update

a) Executive Director Michaelis stated that the Bonita Gateway Fresh & Easy at the corner of Bonita Avenue and San Dimas Canyon Road has not yet formally announced a date for their grand opening, however, their website reflects a tentative date in February. He stated that the property owner is working out details to sell the property to a potential buyer for the development of the 156 apartment complex portion of the project, whose intention is to consummate the deal and move forward with the project.

6b

b) Executive Director Michaelis reported that the Grove Station project is nearing completion, and the City's Housing Division is accepting applications to be considered for one of the Agency's four affordable units.

MEMBERS OF THE AGENCY

There were no comments.

ADJOURNMENT

Chairman Morris adjourned the meeting at 8:49 p.m.

Respectfully submitted,

_____

Ina Rios, Secretary

CITY OF SAN DIMAS
MINUTES
SAN DIMAS PUBLIC FACILITIES FINANCING CORPORATION
TUESDAY, JUNE 8, 2010
SENIOR CITIZEN/COMMUNITY CENTER
MULTIPURPOSE ROOM, 201 E. BONITA AVENUE

PRESENT:
President Curtis W. Morris
Mr. Emmett Badar
Mr. Denis Bertone
Mr. John Ebiner
Mr. Jeff Templeman

Secretary/Treasurer Blaine Michaelis
Attorney J. Kenneth Brown

CALL TO ORDER

President Morris called the meeting to order at 9:15 p.m.

ORAL COMMUNICATIONS (This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)

There were no comments.

APPROVAL OF MINUTES

It was moved by Mr. Bertone, seconded by Mr. Morris, to approve the Minutes of the May 25, 2010 meeting. The motion carried unanimously.

ADJOURNMENT

President Morris adjourned the meeting at 9:16 p.m.

_____
Secretary/Treasurer

7b

CITY OF SAN DIMAS
MINUTES
SAN DIMAS HOUSING AUTHORITY MEETING
TUESDAY, December 8, 2009
COUNCIL CHAMBERS
245 E. BONITA AVENUE

PRESENT:
Chairman Curtis W. Morris
Mr. Emmett Badar
Mr. Denis Bertone
Mr. John Ebiner
Mr. Templeman

Executive Director Blaine Michaelis
City Attorney J. Kenneth Brown
Secretary Ina Rios

CALL TO ORDER

Chairman Morris called the meeting to order at 8:24 p.m.

PUBLIC COMMENTS. *(This is the time set aside for members of the audience to address the Board. Speakers are limited to three minutes.)*

Executive Director Michaelis explained the duties and responsibilities of the San Dimas Housing Authority. He said creating the Authority allows the City to own Charter Oak Mobile Estates and pursuant to the bylaws, an annual meeting is required.

APPROVAL OF MINUTES

It was moved by Mr. Bertone, seconded by Mr. Ebiner, to approve the minutes of the February 12, 2008 meeting. The motion carried unanimously.

MEMBERS OF THE AUTHORITY

Mr. Templeman inquired if a grant program, other than Community Development Block Grant funds, could be developed through the Housing Authority to assist owners preserve historic resources in the community. He inquired if Charter Oak funds could be used.

Chairman Morris replied that Housing set-aside funds are being utilized for various programs, however, funds are restricted to those who qualify. He said Charter Oak has three income levels that must qualify for those dollars or it can be construed as a gift of public funds.

In response to Mr. Templeman, Agency Attorney Brown said that it was anticipated that revenues in excess of debt service and funding the bond reserve, would be placed into a fund, subject to the same need based restrictions as apply to housing set-a-side funds, to be used for low to moderated income housing.

8b

ADJOURNMENT

Chairman Morris adjourned the meeting at 8:32 p.m.

_____
Chairman of the San Dimas Housing Authority

ATTEST:

_____
Secretary

Agenda Item Staff Report

To: Honorable Mayor and Members of the City Council
For the meeting of December 14, 2010

From: Blaine Michaelis, City Manager

Initiated by: Theresa Bruns, Director of Parks and Recreation

Subject: Senior Citizen Commission

SUMMARY

Senior Citizen Commissioner Denise Tornatore resigned her Commission, leaving one vacancy.

Interviews were previously conducted and of eight candidates contacted, four expressed an interest in serving.

BACKGROUND

Commissioner Denise Tornatore recently submitted her resignation from the Senior Citizen Commission, leaving one vacancy.

From a previous recruitment in June, 2010, of eight (8) candidates contacted, two are no longer available; and one did not respond. The following five (5) have expressed their willingness to be considered for appointment to the Commission:

Richard Brueckner
Laura Knowles
Chester Sasaki
Sue Welch
Maria Ybarra

RECOMMENDATION

Pleasure of Council to select an individual from the above list or to direct the City Clerk to advertise the vacancy.

9d(1)