



**CITY OF STANTON
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

PLANNING COMMISSION REGULAR MEETING

WEDNESDAY, MARCH 4, 2020, 6:30 P.M.

AGENDA

Supportive and descriptive documentation for agenda items, including staff reports, is available for review in the Planning Secretary's Office.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Community Development Department at (714) 379-9222, extension 210. Notification by noon on the Monday prior to the Commission meeting will enable the City to make the reasonable arrangements to assure accessibility to this meeting.

Please turn off all cellular phones and pagers while the Planning Commission meeting is in session.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**

Chairman Frazier
Vice Chairperson Grand
Commissioner Marques
Commissioner Moua
Commissioner Ash

4. **SPECIAL PRESENTATION**

None.

5. **APPROVAL OF MINUTES**

The Planning Commission approve minutes of Regular Meeting – August 7, 2019,

The Planning Commission approve minutes of Regular Meeting – September 4, 2019, and

The Planning Commission approve minutes of Regular Meeting – October 16, 2019.

6. **PUBLIC COMMENTS**

At this time members of the public may address the Planning Commission regarding any items within the subject matter jurisdiction of the Planning Commission, for a maximum of three (3) minutes, provided that **NO** action may be taken on non-agenda items.

7. **PUBLIC HEARINGS**

7A. **PUBLIC HEARING TO CONSIDER PRECISE PLAN OF DEVELOPMENT (PPD)-803, TENTATIVE TRACT MAP (TM)19-04, PLANNED DEVELOPMENT PERMIT (PDP)19-03 AND DEVELOPMENT AGREEMENT (DA)19-02 TO SUBDIVIDE A 2.35 ACRE SITE FOR THE CONSTRUCTION OF 40 DETACHED CONDOMINIUM UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 10871 WESTERN AVENUE, IN THE HIGH DENSITY RESIDENTIAL (RH) ZONE.**

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Find that the effects of the proposed project are Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill Development Projects);
- Adopt Resolution No. 2521 recommending the City Council approve Precise Plan of Development (PPD)-803 Tentative Tract Map (TM)19-04, Planned Development Permit (PDP)19-03; and
- Adopt Resolution No. 2522 recommending the City Council approve Development Agreement DA19-02.

8. **NEW BUSINESS**

8A. **A GENERAL PLAN CONSISTENCY FINDING FOR ACQUISITION OF PROPERTY LOCATED AT 11870 BEACH BOULEVARD (APN 131-241-21)**

9. **OLD BUSINESS**

None.

10. **PLANNING COMMISSION COMMENTS**

At this time Commissioners may report on items not specifically described in the agenda which are of interest to the Commission provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

11. **PLANNER'S REPORT**

12. **ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 27th day of February, 2020.



Amy Stonich, AICP
City Planner

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MINUTES OF THE PLANNING COMMISSION OF THE CITY OF STANTON
REGULAR MEETING
WEDNESDAY, AUGUST 7, 2019

1. **CALL TO ORDER**

The members of the Planning Commission of the City of Stanton met in regular session in the City Council Chambers at 6:36 p.m., Chairperson Ash presiding.

2. **PLEDGE OF ALLEGIANCE**

Led by Commissioner Grand.

3. **ROLL CALL**

Present: Chairperson Ash, Commissioner Marques, Commissioner Moua, Commissioner Grand.

Absent: None.

Excused: Vice Chairman Frazier.

4. **SPECIAL PRESENTATION**

None.

5. **APPROVAL OF MINUTES**

None.

6. **PUBLIC COMMENTS**

None.

7. **PUBLIC HEARINGS**

7A. **PROPOSED ORDINANCE TO AMEND THE CITY'S ZONING CODE TO MODIFY REGULATIONS RELATING TO WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY.**

Senior Planner Rivera presented the project. She noted that historically, wireless antennas and equipment were primarily installed on large towers on private land and on the rooftops of buildings and these deployments are subject to land use review under the zoning code.

She stated that now, requests to locate such facilities in Stanton have arisen, but the existing telecommunications ordinance does not directly address them. She noted efforts were made to remove regulatory barriers that inhibit the deployment of infrastructure necessary for 5G and other advanced wireless services. With the new legislation, the City is

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a proposing an ordinance to establish city specific regulations for wireless communication facilities, while maintaining consistency with the new Federal laws.

She highlighted the changes of the new FCC regulations, which include: 1) "Shot clocks", which are shortened time frames for local review of wireless facilities in a right of way; 2) design standards for which the FCC declared that local aesthetic requirements on small wireless facilities will be preempted by federal law unless the requirements are reasonable, no more burdensome than those applied to other types of infrastructure deployments, and objective and published in advance; and 3) fees whereby the cities now are limited in the fees they can charge for wireless permits, rights of way and use of city-owned poles.

She noted the new rules are intended to streamline the process for wireless companies to expand and enhance their networks.

Senior Planner Rivera provided examples of wireless communication facilities in the public right of way and noted the purpose of the proposed design standards is to establish aesthetic requirements for all wireless communication facilities installed within the public right-of-way. She explained the design standards have been drafted in such a way to minimize the visibility of new infrastructure placed in the public right of way and to give the City flexibility to readily adapt and tailor its regulations to the ever-changing technology of wireless installations.

She concluded that the proposed amendments will bring City's ordinance into compliance with Federal regulations and that the design standards will protect and preserve the aesthetics of the community while remaining consistent with federal limitations.

She noted the recommended action was that the Commission conduct a public hearing, declare that the project is exempt from CEQA under Sections 15060(c)(2) in that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and 15060(c)(3) in that the activity is not a project as defined in Section 15378 of the CEQA Guidelines. That the Commission adopt Resolution No. 2506 recommending the City Council adopt Ordinance No. 1093, and adopt Resolution No. 2507 recommending the City Council adopt design and development standards for wireless communication facilities.

Commissioner Grand asked for clarification regarding the visual design standards in the presentation. She asked regarding the designs of some of the poles.

Senior Planner Rivera explained the stand-alone poles were designed to look like trees.

Commissioner Grand stated that so many people now have cell phones.

Senior Planner Rivera noted the high wireless device usage necessitates more poles.

Commissioner Grand asked regarding the electrical poles with the wires.

Senior Planner Rivera noted the preference is underground but the design standards are designed so staff can work with wireless carriers. She stated that the Director of Public

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Works and the City Attorney's Office worked to draft those design standards.

Commissioner Marques asked whether this technology was taken from another City.

Senior Planner Rivera stated other cities in the county already have their ordinance in place.

Chair Ash asked who removed the regulatory barriers.

Senior Planner Rivera stated efforts were made to streamline the process so local agencies can regulate in a timely manner.

Chair Ash opened the floor for a public hearing.

There were no public comments.

Chair Ash closed the public hearing.

Chair Ash noted she is glad the City is being progressive and ahead of the game.

Motion/Second: Grand/Marques

Motion passed by the following vote:

| | |
|----------|---------------------------|
| AYES: | Moua, Ash, Marques, Grand |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | Frazier |

ACTION TAKEN:

The Planning Commission conducted a public hearing; declared that the project is exempt from CEQA under Sections 15060(c)(2): 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; adopted Resolution No. 2506 recommending the City Council adopt Ordinance No. 1093; and adopted Resolution No. 2507 recommending the City Council adopt design and development standards for wireless communication facilities in the public right-of-way.

8. NEW BUSINESS

None.

9. OLD BUSINESS

None.

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10. PLANNING COMMISSION COMMENTS

Commissioner Grand spoke about the National Night Out and noted it was a well-attended and fun event. She stated the Foundation had a table. She reminded everyone the Foundation meeting was scheduled for Monday.

Commissioner Moua stated he'd like to pray for the victims of the El Paso and Ohio shootings.

11. DIRECTOR'S REPORT

Senior Planner Rivera welcomed back Commissioner Grand. She noted the Commissioners have iPads now and they can be educated on how to use them if they are unfamiliar with the iPads.

Chair Ash and Commissioner Marques commented regarding use of the iPads.

Commissioner Moua asked if the Commission would still receive packets.

Senior Planner Rivera noted the goal is to be completely paperless.

Commissioner Grand asked regarding the availability of the agenda, to review the information.

Chair Ash thanked staff.

14. ADJOURNMENT

Commission adjourned at 6:55 p.m.

Rose Rivera
Planning Commission Secretary

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MINUTES OF THE PLANNING COMMISSION OF THE CITY OF STANTON
REGULAR MEETING
WEDNESDAY, SEPTEMBER 4, 2019

1. CALL TO ORDER

The members of the Planning Commission of the City of Stanton met in regular session in the City Council Chambers at 6:34 p.m., Chairperson Ash presiding.

2. PLEDGE OF ALLEGIANCE

Led by Chairperson Ash.

3. ROLL CALL

Present: Chairperson Ash, Commissioner Marques, Commissioner Moua, Commissioner Grand.

Absent: None.

Excused: Vice Chairman Frazier.

4. SPECIAL PRESENTATION

None.

5. APPROVAL OF MINUTES

None.

6. PUBLIC COMMENTS

None.

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER CONDITIONAL USE PERMIT C19-04 AND VARIANCE V19-02 TO ALLOW FOR AN AUTO GLASS REPLACEMENT AND INSTALLATION FACILITY FOR THE PROPERTY LOCATED AT 12232 BEACH BLVD. IN THE CG (COMMERCIAL GENERAL) ZONE WITH A GENERAL MIXED USE OVERLAY.

Senior Planner Rose Rivera presented the project to consider a conditional use permit and variance at 12232 Beach Boulevard in the Commercial General Zone with a General Mixed Use Overlay. She spoke about the number of employees at the auto glass replacement business and the hours of operation from 9:00 a.m. to 6:00 p.m. daily.

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She noted that the business entails replacing damaged or broken glass by one technician, and a counter person who would handle the day-to-day operations of the business such as answering the phone and setting up appointments. In total, there would be two (2) employees working at the facility during the hours of operation.

She stated the process of replacing glass, would take approximately 30 minutes from start to finish. The proposed hours of operation would be 9:00 a.m. to 6:00 p.m., seven days a week and in order to accomplish the proposed request, the Applicant has requested approval of a conditional use permit and a variance.

Senior Planner Rivera noted the surrounding uses include an RV rental business to the north, an office building and a mobile home dealership to the west and across Beach Boulevard, the Orange County Flood Control Channel to the east and south, and an assisted living facility which is currently under construction and a used car dealership which is currently vacant to the south.

She provided a picture of the subject site and noted that currently, it is operating as an automotive smog test only facility which would cease if the use permit and variance were to be approved.

Senior Planner Rivera also provided a copy of the proposed site plan. She outlined that there is an existing shop building onsite and the remainder of the site is generally concrete, with the exception of a thirteen-foot wide landscape planter along the front property line and a landscape strip along the northern property line. And access to the site is provided by two existing twenty-four-foot wide two-way drive approaches off of Beach Boulevard.

She clarified there are seven existing parking spaces on site which do not meet current Code requirements with the distance from front setback and ADA requirements. She stated the number of parking spaces would have to be reduced to six in order to accommodate for an ADA parking stall. She also stated two additional parking spaces are proposed in the rear. The Stanton Municipal Code requires eight parking spaces and the applicant is requesting a reduction in the required number of parking spaces. She noted the conditions under which the requirement can be reduced and noted this applicant meets the requirements.

She stated the building is 1,453 square feet and consists of a waiting room, two garage bays, an office, storage rooms and a restroom and noted that the existing patio cover is proposed to be removed. Additionally, the existing restroom does not have any record of building permits so the applicant intends to submit for a building permit to bring it into compliance.

Senior Planner Rivera explained the requested variance. She noted that the total lot size is 11,467 square feet and the Stanton Municipal Code requires vehicular repair uses to have a minimum site area of 15,000 square feet. Therefore, the applicant is requesting a variance from the minimum lot size required in order to operate the automotive glass replacement facility.

The subject property is adjacent to the Orange County Flood Control District channel along

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the southern property line which alters the property, creating an irregularly shaped lot and a unique situation that is not shared by most other commercial properties along Beach Boulevard. She noted a variance was approved in 2016 due to the proximity to the Channel.

Senior Planner Rivera noted the recommended action was that the Commission conduct a public hearing, declare that the project is categorically exempt per California Environmental Quality Act, Public Resource Code Section 15301, Class 1 (Existing Facilities). That the Commission adopt Resolution No. 2501 approving Conditional Use Permit C19-04, and adopt Resolution No. 2502 approving Variance V19-02.

Commissioner Grand asked whether the smog test had a special permit.

Senior Planner Rivera noted the smog shop is considered a light use and they do not require a conditional use permit and are considered a legal nonconforming use.

Commissioner Grand also asked whether you have to walk outside to get to the restroom. She asked about whether there is a proposal to remove the gates.

Senior Planner Rivera noted there is not a proposal to remove the gates.

Commissioner Marques asked regarding the parking spaces and whether there is currently a parking spot.

Senior Planner Rivera clarified the Applicant is present to answer questions.

Chair Ash asked where the planter begins.

Senior Planner Rivera noted where it begins.

Chair Ash opened the floor a public hearing on the project.

Chair Ash invited the applicant to the podium.

The applicant, Steve Bordewick, noted his address is in Garden Grove. He noted that Staff's description was an excellent overview and he spoke about the background of the project.

Commissioner Marques asked for Mr. Bordewick to again clarify how the parking would be spaced.

Mr. Bordewick explained how they tried to accommodate all the parking spaces and why they decided on the specific layout they are proposing.

Commissioner Marques asked whether the smog business has been operating for a while.

Mr. Bordewick explained what he knows about the smog operator and the extent of his business.

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Commissioner Marques asked whether there is a possibility that a smog test can still be done in the building while auto glass is being replaced.

Mr. Bordewick spoke about the requirements to be able to get licensed to run smog tests. He noted the reasons why they decided not to run smog tests.

Commissioner Grand noted the smog equipment was moved out.

Commissioner Marques asked regarding the construction work on the facility and noted he has concerns they will run smog tests in this facility.

Mr. Bordewick spoke about the requirements to run a smog test and further explained that the facility will be used for glass repair.

Commissioner Grand asked regarding the smog as it stands now and asked whether the applicant is aware of the landscaping that would be required along Beach Boulevard.

Mr. Bordewick noted the type of landscaping required along Beach Boulevard is clear.

Commissioner Grand stated the project is pretty straightforward and they will correct the noncompliant items.

Mr. Bordewick noted they are incentivized to do things the right way and to be compliant.

Commissioner Grand asked whether the replacement of glass would be by appointment only.

Mr. Bordewick said perhaps in the future, they would accommodate others but they still prefer appointments.

Commissioner Moua asked regarding the site plan and parking. He asked whether the handicap parking is close to the building.

Mr. Bordewick explained how parking would work and the reasons why they have suggested parking in this fashion. He outlined the waiting area that is part of the project.

Commissioner Marques made some notes regarding the width from the gate to the back and north side and noted the pictures do not show the south side. He stated he thinks access to the back is adequate.

Dave Frazier, owner of a nearby property, spoke in support of the project and the business' practices and their professionalism. He encouraged the Commission to give them an opportunity.

Commissioner Grand noted she was excited about having one of these businesses in town.

Jerry Ristrom, spoke in support of the project. He noted the site is somewhat of a difficult site and noted what it will take to be successful on that site.

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Chair Ash closed the public hearing.

Chair Ash noted this project will be advantageous and they are seeking to bring everything up to Code.

Motion/Second: Grand/Marques

Motion passed by the following vote:

| | |
|----------|---------------------------|
| AYES: | Moua, Ash, Marques, Grand |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | Frazier |

ACTION TAKEN:

The Planning Commission conducted a public hearing; declared that the project is categorically exempt per California Environmental Quality Act, Public Resource Code Section 15301, Class 1 (Existing Facilities); adopted Resolution No. 2501 approving Conditional Use Permit C19-04; and adopted Resolution No. 2502 approving Variance V19-02.

Chair Ash announced the 10-day period during which the Planning Commission's decision on this matter may be appealed to the City Council via written appeal submitted to the City Clerk's Office.

8. NEW BUSINESS

None.

9. OLD BUSINESS

None.

10. PLANNING COMMISSION COMMENTS

Commissioner Marques asked Mr. Bordewick to be mindful of the twenty-seven conditions of approval that have been imposed on this facility.

Chair Ash noted they are in the process of looking for an Interim Director and thanked Senior Planner Rose Rivera.

11. DIRECTOR'S REPORT

None.

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14. ADJOURNMENT

Commission adjourned at 7:07 p.m.

Rose Rivera
Planning Commission Secretary

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MINUTES OF THE PLANNING COMMISSION OF THE CITY OF STANTON
REGULAR MEETING
WEDNESDAY, OCTOBER 16, 2019

1. **CALL TO ORDER**

The members of the Planning Commission of the City of Stanton met in regular session in the City Council Chambers at 6:38 p.m., Chairperson Ash presiding.

2. **PLEDGE OF ALLEGIANCE**

Led by Chairperson Ash.

3. **ROLL CALL**

Present: Chairperson Ash, Vice Chairman Frazier, Commissioner Marques,
Commissioner Moua, Commissioner Grand.

Absent: None.

Excused: None.

4. **SPECIAL PRESENTATION**

None.

5. **APPROVAL OF MINUTES**

The Planning Commission approved minutes for the Regular Meeting of March 6, 2019.

Motion/Second: Frazier/Moua

Motion passed unanimously by the following vote:

| | |
|----------|------------------------------|
| AYES: | Frazier, Moua, Ash, Marques, |
| NOES: | None |
| ABSTAIN: | Grand |
| ABSENT: | None |

6. **PUBLIC COMMENTS**

None.

7. **PUBLIC HEARINGS**

7A. **RECOMMEND CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE TINA-PACIFIC NEIGHBORHOOD DEVELOPMENT PLAN PROJECT TO THE CITY COUNCIL.**

Senior Planner Rose Rivera presented the project for the Environmental Impact Report, or EIR, for the Tina-Pacific Neighborhood Development Plan. She stated the Tina/Pacific neighborhood is generally located at the intersection of Magnolia and Pacific Avenues, south of Cerritos Avenue.

She noted the neighborhood consists of forty parcels, with twenty-eight four-plex apartment buildings, a Children's Resource Center utilized by the Illumination Foundation, an informal community garden and several vacant lots.

Senior Planner Rivera provided background for the project and noted the City's former Redevelopment Agency began purchasing properties within the Tina/Pacific neighborhood in 2009 with the ultimate goal of purchasing all forty of the properties in the neighborhood for the development of an affordable housing project. By 2012, the Agency purchased 25 properties throughout the entire neighborhood. She continued, in 2013, after completing a competitive Request for Proposal ("RFP") process, the City Council identified Related Companies as the chosen development partner for the project. She stated that since 2013, the City has been working with the Developer to identify a funding mechanism for the development.

She explained the proposed project involves the acquisition of the fifteen remaining non-City-owned parcels and relocate all existing tenants and that voluntary relocation of all tenants is anticipated but there may be a need for eminent domain. She clarified that if eminent domain is necessary, the City Council would need to adopt a Resolution of Necessity in order to move forward with the property acquisition process and the Environmental Impact Report ("EIR") would need to be certified by the City Council. She stated that once the existing tenants have been relocated, existing structures would be demolished in order to construct a 161-unit multi-family affordable housing development, and based on the availability of funding, the Project may also include a preschool facility and additional recreational facilities.

Senior Planner Rivera explained there are two development scenarios. Under scenario one, development would occur in two phases. Phase I, which is the eastern portion of the site and would involve constructing an eighty-three unit-affordable residential development. Amenities would include a community center, two tot lots, and several landscaped pedestrian walkways. She stated Phase II is the western portion of the Project site and would involve constructing a 78-unit residential development and that the second phase would be integrated into Phase I of the Project as one cohesive livable community.

She noted scenario two would include the same number of affordable housing units and constructed in the same two phases as Development Scenario One. It consists of the community center, two tot lots, and landscaped pedestrian walkways would be constructed

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as well. She stated that if funding is available, the Project would also include a preschool facility, one additional tot lot and a community pool.

She reviewed the entitlements that the developer will be requesting and noted the proposed project would require approval of the entitlements which would be presented to the Planning Commission at a future hearing date.

Senior Planner Rivera noted that in order for the City to proceed with acquisition of the remaining properties, the City oversaw preparation of an Environmental Impact Report to determine the potential environmental effects of the proposed Project. She outlined the following purposes of an Environmental Impact Report: 1) Disclose to decision makers and public the project's potential environmental effects; 2) Identify ways to reduce or eliminate impacts; 3) Describe reasonable alternatives and 4) Enhance public participation in the planning process.

She noted the City retained the services of Michael Baker International and Environmental Consulting Firm to prepare the Environmental Impact Report. She stated the Initial Study and a Notice of Preparation which indicated the City's intent to prepare an Environmental Impact Report for the Project, was circulated on March 22, 2019 for a thirty-day comment period. Additionally, a public scoping meeting was held on April 1, 2019 in order to give the public the opportunity to give input on the scope of the Environmental Impact Report. Finally, she stated a forty-five-day public review and comment period for the Draft EIR commenced on July 10, 2019.

Senior Planner Rivera explained that per CEQA Guidelines, the Environmental Impact Report used the current conditions as the environmental baseline on which to gauge potential impacts. She stated this included the existing 112-unit apartment buildings, the Illumination Foundation Children's Resource Center, the community garden, and several vacant lots. She stated it also took into consideration projects for an analysis of cumulative impacts and that "cumulative impacts" refer to two or more individual effects which, when considered together, are considerable or increase other environmental impacts. Senior Planner Rivera stated there were a total of ten projects that were taken into consideration, including projects in the neighboring cities of Garden Grove and Anaheim.

She explained that impacts were analyzed in each environmental issue area for the proposed Project and as described in the Final Environmental Impact Report, project impacts were found to be less than significant or less than significant with mitigation. She explained that in order to ensure that these measures are properly enacted, a mitigation monitoring program is necessary and will be enforced during the construction and operation of the Project, if approved. Moreover, the Environmental Impact Report determined that the proposed Project would not result in any significant and unavoidable environmental impacts following implementation of mitigation measures.

Senior Planner Rivera stated that CEQA requires that an environmentally superior alternative be identified and in this case, two alternatives to the proposed Project intended to reduce potential adverse environmental impacts: Alternative number one "No Project" and Alternative number two "Single-Family Residential." Alternative number two would develop the site with sixty-one detached single-family residential units based on the Low-

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Density Residential designation and Single-Family Residential zoning. The impact analysis for this alternative has indicated that a reduction in impacts compared to the proposed project could occur.

Although the Final Environmental Impact Report found that these Alternatives would be environmentally superior to the proposed Project on the basis of avoidance of physical environmental impacts, these alternatives do not meet the Project objectives of providing affordable housing to help meet Regional Housing Needs Allocation ("RHNA") requirements or meet the goal of redeveloping the blighted Tina Pacific neighborhood.

The Draft Environmental Impact Report for the proposed Project was distributed to responsible agencies and interested organizations. The public review period for the Draft Environmental Impact Report commenced on July 10, 2019 and ended August 23, 2019. She stated a total of four comment letters were received and are listed here and that responses to all comments received are included in the Final Environmental Impact Reports. Additionally, the final Environmental Impact Report includes errata and a Mitigation Monitoring and Reporting Program and the final Environmental Impact Report was distributed to commenting parties on Oct. 10, 2019.

She noted the recommended action was that the Commission conduct a public hearing and Adopt Resolution No. 2515 – A resolution recommending the City Council certify Environmental Impact Report (SCH #2019039134) for the Tina-Pacific Neighborhood Development Plan.

Chair Ash noted this discussion is not about the project, but rather, only about the Environmental Impact Report.

Commissioner Marques asked regarding the information provided by Senior Planner Rivera regarding the acquisition of the properties and relocation of the tenants.

Senior Planner Rivera stated the non-City owned parcels could be occupied by the owners or by renters.

Vice Chairman Frazier asked regarding certification of the Environmental Impact Report.

Chair Ash stated the review did include some review of transportation.

Commissioner Grand asked whether with one of the alternatives, everything would stay as it is.

Senior Planner Rivera noted it would.

Commissioner Grand then asked about the single-family detached units.

Senior Planner Rivera noted it would require open space.

Commissioner Ash invited the consulting firm or the developer to speak.

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A representative from Michael Baker International addressed the alternative single-family residential alternative. She also addressed the no-project required alternative.

Senior Planner Rivera noted everything went smoothly and there were no extreme mitigation measures required.

Commissioner Ash noted certain transportation and parking concerns.

Senior Planner Rivera spoke regarding the constraints that would be imposed so construction takes place at approved times and within the constraints of the City Municipal Code.

Commissioner Ash spoke regarding the difference between the Environmental Impact Report process versus the project approval process.

Commissioner Marques asked whether police protection was used during the site visits.

The representative from Michael Baker International noted they had a group of three but were not escorted by the City.

Commissioner Grand spoke regarding the Department of Transportation's concern regarding the bicycle structure.

The representative from Michael Baker International noted those were simply recommendations.

Vice Chairman Frazier asked regarding the priority the City would like to give to parks and noted this issue would be brought up with the developer.

Director of Southern California Operations noted she was part of the team would put together the Request for Proposal. She spoke about the funding mechanism for the tax credit program. She spoke about the way the preschool would work in the development.

Vice Chairman Frazier asked regarding consideration for the pool, separation distance and whether the pool will have a waiting section for toddlers.

Liane Takano, Director of Southern California Operations from Related, noted everything would be considered in the design phase.

Vice Chairman Frazier asked whether on-site social residence to assist the tenants within the project.

Ms. Takano noted there will be a social services manager.

Randy Mai, Project Manager for Tina-Pacific project. He noted they will be coordinated with the service provider to have services.

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Vice Chairman Frazier asked whether there will be a shuttle transportation coordination for the residents.

Mr. Mai noted they currently do not anticipate having shuttle services.

Ms. Takano explained the bus stops that will be available. She also spoke regarding the financing structure and noted they are using competitive for tax credits which requires close proximity to certain site amenities such as transportation, schools, supermarkets, hospitals, community centers, and public parks.

Commissioner Marques asked regarding bike lanes and bike storage.

Senior Planner Rivera noted that in the letter, there is a plan along Magnolia Avenue but the development of the project will not impact the ability of the City to implement these bike lanes.

Commissioner Grand noted that she appreciated their concern for relics and other impacts.

Chair Ash closed the public hearing.

A motion was made to recommend the City Council certify the Environmental Impact Report for the Tina-Pacific development project.

Motion/Second: Frazier/Grand

Motion passed unanimously by the following vote:

| | |
|----------|------------------------------------|
| AYES: | Frazier, Moua, Ash, Marques, Grand |
| NOES: | None |
| ABSTAIN: | None |
| ABSENT: | None |

ACTION TAKEN:

The Planning Commission conducted a public hearing and adopted Resolution No. 2515 - A resolution recommending the City Council certify Environmental Impact Report (SCH #2019039134) for the Tina-Pacific Neighborhood Development Plan.

Chair Ash announced the 10-day period during which the Planning Commission's decision on this matter may be appealed to the City Council via written appeal submitted to the City Clerk's Office.

8. NEW BUSINESS

None.

9. **OLD BUSINESS**

None.

10. **PLANNING COMMISSION COMMENTS**

Commissioner Grand spoke regarding the upcoming Halloween Festival on Saturday, October 26, 2019.

Vice Chairman Frazier reported he will be traveling with his wife in the upcoming weeks.

Chair Ash commended Senior Planner Rose Rivera for an outstanding job in stepping up to the plate in the absence of a Director.

11. **PLANNER'S REPORT**

Senior Planner Rivera reported there is an update for the Community Development Director position. There is currently a contract planner, Amy Stonich, who comes from Sagecrest Planning and Environmental but who had a commitment and wasn't able to attend the meeting.

14. **ADJOURNMENT**

Commission adjourned at 7:16 p.m.

Rose Rivera
Planning Commission Secretary



CITY OF STANTON REPORT TO THE PLANNING COMMISSION

TO: Chairperson and Members of the Planning Commission

DATE: March 4, 2020

SUBJECT: PUBLIC HEARING TO CONSIDER PRECISE PLAN OF DEVELOPMENT (PPD)-803, TENTATIVE TRACT MAP (TM)19-04, PLANNED DEVELOPMENT PERMIT (PDP)19-03 AND DEVELOPMENT AGREEMENT (DA)19-02 TO SUBDIVIDE A 2.35 ACRE SITE FOR THE CONSTRUCTION OF 40 DETACHED CONDOMINIUM UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 10871 WESTERN AVENUE, IN THE HIGH DENSITY RESIDENTIAL (RH) ZONE.

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Find that the effects of the proposed project are Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill Development Projects);
- Adopt Resolution No. 2521 recommending the City Council approve Precise Plan of Development (PPD)-803 Tentative Tract Map (TM)19-04, Planned Development Permit (PDP)19-03; and
- Adopt Resolution No. 2522 recommending the City Council approve Development Agreement DA19-02.

BACKGROUND

The applicant, Kurt Bausback representing KB Homes Coastal Inc, is proposing to demolish an existing church and associated structures in order to develop 40 detached

condominium units. To accommodate this proposed project, the Applicant has requested the following Planning entitlements:

- Precise Plan of Development PPD-803 - 20.530.030 of the Stanton Municipal Code (SMC) requires a site permit for the construction of two or more new dwelling units on a lot or in conjunction with the submittal of a subdivision;
- Tentative Tract Map (TM19-04) - The California Subdivision Map Act requires a Tentative Tract Map for condominium purposes to develop 40 detached condominium units for individual ownership;
- Planned Development Permit (PDP19-03) – 20.520.020 of the SMC requires a Planned Development Permit to allow modifications to applicable development standards; and
- Development Agreement (DA) 19-02 – In exchange for the development of the property, the developer is agreeing to provide a public benefit to the City. Section 20.510.050 of the Stanton Municipal Code (SMC) requires the Planning Commission hold a public hearing to consider the Development Agreement and render a recommendation to the City Council.

ANALYSIS/JUSTIFICATION

PROJECT LOCATION - The project site is located on the east side of Western Avenue, between Syracuse and Katella Avenues. The subject site is a 2.35 acre parcel that currently houses the Lighthouse Community Church. The property is in the High Density Residential (RH) zone and carries a General Plan designation of High Density Residential. Surrounding zoning and uses are as follows:

| | | |
|-------|--------------------------------------------------|--------------------------------------|
| North | Single family homes | Single Family Residential (RL) Zone |
| South | Condominium subdivision known as Western Meadows | High Density Residential (RH) Zone |
| East | Apartment community known as Briarwood Square | High Density Residential (RH) Zone |
| West | Mobile home community | Medium Density Residential (RM) Zone |

PROJECT DESCRIPTION - The Applicant is proposing to construct a new residential subdivision on an existing 2.35 acre site (Assessor's Parcel Number: 079-371-17). The project consists of 40 detached condominium units, a private common drive aisle, and common and private open space. The Applicant is proposing two different home plans which would consist of three-story homes ranging in size from 1,771 – 1,931 square feet.

In terms of density, the proposed project would be constructed at a ratio of 18 dwelling units per acre. This density is consistent with the General Plan, which allows up to 18

dwelling units per acre. The RH zone allows a net density of 18 dwelling units per acre (du/ac). In terms of setbacks, a 20-foot setback is provided along the front property line along Western Avenue; a 10-foot side yard setback is provided along the south property line, a 45-foot side yard setback is provided along the northern property line; and a setback ranging from 16.67 – 17.3 feet is provided along the rear property line. As indicated in the table below, the setbacks along the south property line and the rear property line do not meet the minimum required as specified in Table 2-3 of SMC Section 20.210.030. In order to modify to development standards, a Planned Development Permit is required.

| Setback | Required | Provided |
|----------------------------|-----------------|---------------------------|
| Front | 20 feet | 20 feet |
| Rear | 25 feet | Varying 16.67 – 17.3 feet |
| Side (South Property Line) | 15 feet | 10 feet |
| Side (North Property Line) | 15 feet | 45 feet |

PLANNED DEVELOPMENT PERMIT – The applicant is requesting a Planned Development Permit (PDP) which allows greater flexibility from the strict application of the SMC. The intent of the PDP is to encourage a high quality development which incorporates enhanced amenities while still meeting the goals and intent of the General Plan. The proposed project conforms to the municipal code requirements in terms of density, height, structure coverage and certain setbacks. Where the site does not meet code requirements, the PDP is used to ensure that high standards of design are met and that the project is consistent with the intent of the Code. Therefore, the applicant is requesting approval of a Planned Development Permit to allow modifications to certain development standards which include south side yard and rear setbacks, required drive aisle width, required distance between habitable structures, parking and private open space. The following analysis provides justification to support the PDP.

Setbacks. The project conforms to the front setback and the side setback on the northern side. The buildings are set back significantly over what is required by code on the northern property line, with the intent of easing the transition between the project and the single-family residential uses to the north. However, the rear and south setback lines are proposed at five to nine feet less than the required setback to allow additional flexibility in the design. In regards to the distance between habitable structures, the units are proposed to range from six feet to 28 feet apart from one another. SMC requires a minimum separation distance of 15 feet between habitable structures.

Drive Aisle Width. The main drive aisle is proposed to be a 24-foot width rather than the required 25-foot width per SMC. However, the drive aisle maintains the minimum drive width as specified by Orange County Fire Authority (OCFA). It would also be improved with decorative stamped concrete to enhance the entry point to the development.

The applicant has incorporated measures to address the deficiencies. First, enhanced landscaping elements have been incorporated throughout the project to create separation between the project and the surrounding uses. For example, along the southern property line, 24-inch box trees will be planted to screen the proposed dwelling units from the adjacent development. Second, upper story windows in the proposed dwelling units that face the adjacent development to the south incorporate frosted/textured glass to obscure the views of the neighboring properties. Third, trees are proposed along the boundary between the project and the existing condominium subdivision to the south to ensure privacy. These landscaping elements have been incorporated throughout the project to create separation between the project and the surrounding uses. Additionally, to further enhance the quality of the development, the Applicant proposes an entry monument wall at the entrance to the development to create an enhanced entry to the new community. Finally, accent paving and extensive landscaping treatments are proposed along Western Avenue to soften the entrance view from the street.

With the inclusion of these measures, the project efficiently incorporates modern site planning techniques, thereby resulting in a more efficient use of land that would otherwise not be possible through strict application of the development standards. The adjustments allowed by the PDP to the development standards mentioned above enable the property to be developed effectively and thoughtfully and may encourage infill development in the City of Stanton.

PARKING/CIRCULATION - The project site would have access to Western Avenue from the 24foot wide common drive aisle which provides access to open parking spaces along the drive aisle. It also connects to four single driveways which serve as access points to the garages for each unit.

In regard to parking, Table 3-6 in Section 20.320.030 of the SMC requires three-bedroom dwellings to provide for 3.5 parking spaces and four-bedroom dwellings provide for four parking spaces (at least 2 enclosed) per dwelling unit. In addition, one guest parking space is required for every three dwelling units. A total of 165 spaces are required for the project.

The Applicant is proposing 16 three-bedroom units which provide three-car garages and 24 four-bedroom units which provide two-car garages. The project also includes 26 open parking spaces. In total, there would be 122 off-street parking spaces provided, which would equate to 3.05 parking spaces provided per unit. This is a deficiency of 43 spaces as required by code.

| Parking Requirement | Number of units with Bedrooms | Parking Required | Parking Provided |
|---------------------------|-------------------------------|------------------|------------------|
| Three bedroom: 3.5 spaces | 16 three-bedroom | 56 | 48 |
| Four bedroom: 4 spaces | 24 four-bedroom | 96 | 48 |
| Guest Parking | 1 space per 3 units | 13 | 26 |
| | | 165 | 122 |

A parking analysis was required to be commissioned to demonstrate that the proposed parking configuration would be sufficient for the type of units provided. The analysis utilized the industry parking standard, the Institute of Transportation Engineers (ITE) parking rate, and the parking rate for neighboring cities to justify the proposed parking shortage on site. The ITE rate, when applied resulted in low average peak period demands per dwelling unit and, when multi-family housing parking rate was applied, 52 parking spaces were required. This is far less than the City's requirement. The analysis also indicated that the neighboring cities' rates would result in parking requirements of 100 to 122, which is less than or the same as the project proposal. In summary, the analysis concluded that the proposal would provide sufficient parking to accommodate the units. The parking study has been included in Attachment G for reference.

FLOOR PLANS - The 40 units consist of three stories with two different plan options. Plan One offers three bedrooms while Plan Two offers four bedrooms. For Plan One, the first floor consists of a main entry and a three-car garage while Plan Two provides for a bedroom and a two-car garage. For both plans, the second floor plan consists of a kitchen, a great room, a powder room, and laundry space and the third floor consists of a master bedroom and master bathroom, two additional bedrooms, and a bathroom.

DESIGN AND ARCHITECTURE- The proposed units feature a modern architecture with an earth tone palette. Elevations are enhanced with wall offsets, significant vertical and horizontal articulation and special architectural elements and materials. Each unit will be provided with a private outdoor fenced yard/patio.

OPEN SPACE -Per SMC Section 20.420.050, a minimum of 5% of the total site area is required to be dedicated to common open space. In total, the Applicant is proposing 7,434 square feet of common open space area which equates to 8% of the total site. This exceeds the minimum established in the SMC. The development has been designed to meet the minimum five percent (5%) of the lot area by providing open space areas between the rows of homes which will be enhanced with trees, groundcover, shrubs, walkways and benches. Additionally, the Applicant is proposing a small open space area in the northwest portion of the site which would provide for a barbecue and picnic table amenity for the residents.

In regards to private open space, per SMC Section 20.420.050 a minimum of 250 square feet of private open space is required per unit. The Applicant is proposing a range from 145 - 265 square feet in size for each unit. This makes some of the units deficient on private open space.

The applicant has justified that, with the close proximity to Stanton Central Park which is located approximately a quarter mile north of the property, residents would be able to utilize the park. This park offers a greater range of amenities, including interactive water play area, tennis courts, playgrounds, a skate park, and sports fields. Further, the project includes an improved barbecue and picnic amenity which is accessible to all residents.

In conclusion, the project meets the purpose of the Planned Development Permit by providing a development that exceeds site and design standards of normal developments that are created using strict application of the development standards found in the SMC. The utilization of modern site planning provides additional housing opportunities on a large underutilized residential lot. The development utilizes high quality architectural designs and materials, and incorporates varying architectural treatments including wall offsets, significant vertical and horizontal articulation on the elevations of the homes. The project site as a whole incorporates extensive landscaping enhanced paving, and landscaped edges that provide a sense of place within the development. With the incorporation of these features, the project provides an aesthetically pleasing housing development that is compatible with the overall neighborhood.

TENTATIVE TRACT MAP - The California Subdivision Map Act requires a Tentative Tract Map for a condominium subdivision. Tentative Parcel Map 19062 proposes to subdivide the existing parcel in order to allow for the construction of the 40 detached condominium units for individual ownership. The design of Tentative Parcel Map 19062, as conditioned, conforms to the design guidelines and standards of the Stanton General Plan and Municipal Code. Staff has conditioned the proposal to submit Conditions, Covenants and Restrictions (CC&R's) to the city for review of the proposed maintenance provisions for the homeowner's association.

DEVELOPMENT AGREEMENT - As part of the entitlement process, the City Council authorized staff to enter into negotiations for a Development Agreement for this project. The Development Agreement would vest the Applicant with the authority to develop the residential subdivision in accordance with the existing land use laws, regulations, and ordinances. In other words, if the land use laws, regulations, and ordinances change during the life of the Development Agreement, the applicant would still be able to develop the project according the Agreement. In exchange, the developer has agreed to provide substantial improvements to the infill site by offering a high quality subdivision consisting of detached condominium units as a public benefit, along with a financial contribution for the improvement of public facilities throughout the City. As part of the Planning Commission consideration, the Commission's authority over the Development Agreement is limited to consideration of land use. All other considerations within the Development Agreement are to be considered by the City Council.

ENVIRONMENTAL IMPACT

Staff recommends that the Planning Commission find that the effects of the proposed project are Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill Development). Class 32 consists of projects characterized as infill development meeting the conditions described in Section 15332. These conditions include that the proposed project is (a) consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project

site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site can be adequately served by all required utilities and public services.

The CEQA Class 32 letter, attached to this staff report as Attachment G, provides evidence that the proposed project meets these conditions. Pursuant to Section 15300.02 (c) and Section 15332 of Title 14 of the California Code of Regulations, there are no unusual circumstances in respect to the proposed project for which staff would anticipate a significant effect on the environment and, therefore, the proposed project is categorically exempt from the provisions of CEQA.

PUBLIC NOTIFICATION

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property and made public through the agenda-posting process.

Prepared by,



Rose Rivera
Senior Planner

Approved by,



Amy Stonich, AICP
Contract City Planner

ATTACHMENTS

- A. PC Resolution No. 2521
- B. PC Resolution No. 2522
- C. Applicant's Narrative
- D. Vicinity Map
- E. Site Plan/Landscape Plan/Floor Plans/Elevations
- F. Tentative Tract Map
- G. Environmental Documents including Parking Analysis

RESOLUTION NO. 2521

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON CALIFORNIA, RECOMMEND THAT THE CITY COUNCIL APPROVE PRECISE PLAN OF DEVELOPMENT (PPD)-803, TENTATIVE TRACT MAP (TM) 19-04, AND PLANNED DEVELOPMENT PERMIT (PDP) 19-03 TO ALLOW FOR THE CONSTRUCTION OF A 40-UNIT CONDOMINIUM SUBDIVISION LOCATED AT 10871 WESTERN AVENUE IN THE HIGH RESIDENTIAL (RH) ZONE AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT PER CALIFORNIA ENVIRONMENTAL QUALITY ACT, PUBLIC RESOURCE CODE SECTION 15332, CLASS 32 (INFILL DEVELOPMENT)

THE PLANNING COMMISSION OF THE CITY OF STANTON HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Section 20.520.030 of the Stanton Municipal Code (SMC) requires a precise plan of development and tentative tract map for the construction of two or more new dwelling units on a lot or in conjunction with the submittal of a subdivision and Section 20.520.020 of the SMC requires a Planned Development Permit to allow modifications to applicable development standards;

WHEREAS, on November 11, 2019, Kurt Bausback representing KB Home Coastal Inc., ("Applicant") filed applications for approval of a Precise Plan of Development (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02 for the development of a 2.35 acre site, located at 10871 Western Avenue which will include the demolition of an church, and construction of 40 detached condominiums and associated site improvements;

WHEREAS, on March 4, 2020 the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Precise Plan of Development (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02 for the development of a 2.35 acre site, located at 10871 Western Avenue in the High Density Residential (RH) zone;

WHEREAS, the Planning Commission finds and determines that the Project is within that class of projects (i.e., Class 32 – In-fill Development projects) which consists of in-fill development meeting the conditions described in Section 15332 of the CEQA Guidelines; that is, (a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site can be adequately served by all required utilities and public services. The Planning Commission finds and determines that the Property is located within an "urbanized area", as that term is defined in Section 15387 of the CEQA Guidelines, and meets the aforementioned conditions and will not cause a significant effect on the environment and is,

therefore, categorically exempt from the provisions of CEQA staff has reviewed the environmental form submitted by the applicant in accordance with the City's procedures. Based upon the information received and staff's additional analysis, the project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA), Section 15332, Class 32 (In-fill Development);

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and information contained in the staff report prepared for this application as presented at the public hearing; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON DOES HEREBY FINDS AND DETERMINES THAT:

SECTION 1: All of the facts, findings and conclusions set forth in this resolution are true and correct.

SECTION 2: The Project is within that class of projects (*i.e.*, Class 32 – In-fill Development projects) which consists of in-fill development meeting the conditions described in Section 15332 of the CEQA Guidelines; that is, (a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site can be adequately served by all required utilities and public services. The Planning Commission finds and determines that the Property is located within an "urbanized area", as that term is defined in Section 15387 of the CEQA Guidelines, and meets the aforementioned conditions and will not cause a significant effect on the environment and is, therefore, categorically exempt from the provisions of CEQA;

SECTION 3: That in accordance with the requirements as set forth in Section 20.530.050 of the Stanton Municipal Code for Site Plan and Design Review application:

A. The project is allowed within the subject zone.

The proposed project is for 40 detached condominium units within the High Density Residential (RH) zone. Section 20.210.020 of the Stanton Municipal Code states that multi-family dwellings in the RH zone are permitted, subject to approval of a site plan and design review. The applicant is also requesting approval of a planned development permit to modify development standards which include the south side yard and rear setbacks, required drive aisle width, required distance between habitable structures, parking and private open space. With approval of the associated applications, the project would be in full conformance with the zoning code.

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B. The project is designed so that:

1. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;

The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property. The project includes the proposing to demolish an existing church and associated structures in order to develop 40 detached condominium units. Conditions of approval have been included to ensure that during the construction phase, appropriate measures are taken to minimize the impacts of the construction activities in the residential neighborhood. Therefore, potential impacts would be less than significant and will not constitute adverse affects.

2. Architectural design and functional plan of the structures and related improvements are of high aesthetic quality and compatible with adjacent developments;

The project will use high quality architectural designs and materials, and incorporate varying architectural treatments including wall offsets, significant vertical and horizontal articulation and special architectural elements and materials on the elevations of the units. The project provides private outdoor living areas for each unit, and common open space areas. The site as a whole incorporates extensive landscaping enhanced paving, and landscaped edges that provide a sense of place within the project. Therefore, the project is consistent and compatible with adjacent developments.

3. Structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and

The proposed structures are multi-family detached dwelling units and the proposed uses of the structures are residential uses. The exterior of the structures are designed to be compatible with the existing neighborhood, and the residential use of the property is consistent with the existing and future use of the neighborhood. Therefore, the project is designed with adequate consideration of the existing and contemplated land and development.

4. The project's site plan and design is consistent with the City's Design Standards and Guidelines, if any.

The City does not currently have any adopted design guidelines. However, the project is designed to be compatible with the existing and recent residential developments within the neighborhood and the city.

C. Designed to address the following criteria, as applicable:

1. Compliant with the Zoning Code, Municipal Code Title 16 (Buildings and Construction), and all other applicable City regulations and policies;

A planned development permit is proposed to allow for modifications of some of the development standards. With approval of the precise plan of development, planned development permit, tentative map, and development agreement, the development would be in full compliance with the municipal code and all other city regulations and policies. Therefore, the project meets applicable land use and development standards.

2. Efficient site layout and design;

The proposed project will feature 3 and 4 bedroom condominium units, providing a mix of housing sizes on the property. All structures will be three (3) stories in height to provide a uniform design. The property is rectangular in shape and therefore the individual structures face east-west to most efficiently utilize the existing infill site. Therefore, the project is designed efficiently and adequately.

3. Adequate yards, spaces, walls, and fences, parking, loading, and landscaping that fit within neighboring properties and developments;

The development consists of 40 detached condominium units. The development provides landscaping and open space areas throughout the project area with trees lining the perimeter of the property. The development would utilize existing perimeter walls which are provided along the development. In regards to parking, the development proposes 122 parking spaces which is a deficiency of 43 spaces as required by code. A parking analysis was required to be commissioned to demonstrate that the proposed parking configuration would be sufficient for the type of units provided. The analysis utilized the industry parking standard, the Institute of Transportation Engineers (ITE) parking rate, and the parking rate for neighboring cities to justify the proposed parking shortage on site. The ITE rate, when applied resulted in low average peak period demands per dwelling unit and, when multi-family housing parking rate was applied, 52 parking spaces were required. This is far less than the City's requirement. The analysis also indicated that the neighboring cities' rates would result in parking requirements of 100 to 122, which is less than or the same as the project proposal. In summary, the analysis concluded that the proposal would provide sufficient parking to accommodate the units.

4. Relationship to streets and highways that are adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed development;

A traffic analysis identified that the number of trips added as a result of this project can be accommodated on the street without creating any significant impact on the traffic or level of service of Western Avenue.

5. Compatible and appropriate scale to neighboring properties and developments;

The proposed project would be compatible with existing multi-family developments in the area. The height of the development will not exceed three-stories which is allowable in the High Density Residential (RH) Zone. The

project's design provides a transition between the different densities and development types in the area. The proposed project will also include landscaping features throughout, which creates aesthetically pleasing spaces for residents and pedestrians and acts as a functional buffer for neighboring properties.

6. Efficient and safe public access (both pedestrian and vehicular) and parking;

The project site would have access to Western Avenue from the 24-foot wide common drive aisle which provides access to open parking spaces along the drive aisle. It also provides a connection to four single driveways which serve as access points to the garages for each unit. Common spaces and paths for residents are incorporated into the design to ensure effective pedestrian circulation and safety.

7. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;

The proposed project will feature both 3 bedroom and 4 bedroom condominium units, providing a mix of housing sizes on the property. All structures will be three (3) stories in height to provide a uniform design. The property is rectangular in shape and therefore the individual structures face east-west to most efficiently utilize the space.

8. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;

The construction and improvements proposed at the project site are consistent with the existing residential uses. Further, the front setback is improved with an entry monument wall at the entrance to the development, accent paving and extensive landscaping treatments along Western Avenue to soften the entrance view from the street. Therefore, the proposed project would not have a substantial adverse effect on the visual character of the area.

9. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;

The project meets utilizes and establishes physical and architectural features through the utilization of modern site planning. This provides additional housing opportunities on a large underutilized residential lot. The development utilizes high quality architectural designs and materials, and incorporates varying architectural treatments including wall offsets, significant vertical and horizontal articulation on the elevations of the homes.

10. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;

The design features of the development are architecturally compatible with the newer developments within the neighborhood and city. The project would utilize stucco as the main façade material and include architectural accents such as exposed wood paneling and large windows.

11. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;

The project provides architectural features to avoid design repetition, including the use of façade pop-outs to create articulation along the longer elevation and differing elevation heights to provide an expressive rooflines.

12. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;

The proposed units feature a modern architecture with an earth tone palette. Elevations are enhanced with wall offsets, horizontal articulation and special architectural elements and materials. Therefore, the project is compatible in color, material and composition of the exterior elevations to neighboring visible structures.

13. Appropriate exterior lighting that provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;

The development will incorporate exterior lighting that will be appropriate in scale and will provide for public safety. All exterior lighting will be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare.

14. Compatible in scale and aesthetic treatment of proposed structures with public areas;

The project site as a whole incorporates extensive landscaping enhanced paving, and landscaped edges that provide a sense of place within the development. With the incorporation of these features, the project provides an aesthetically pleasing housing development that is compatible with the overall neighborhood. The project is conditioned and required to comply with all outside agency permitting requirements to ensure the use does not adversely affect the surrounding air quality or water quality. Therefore, the project is compatible with existing and future land uses.

15. Appropriate open space and use of water-efficient landscaping; and

Each unit will be provided with a private outdoor fenced yard in addition to common open space areas throughout the development. The development provides for extensive landscaping which would meet the adopted Water Efficient Ordinance Guidelines as required by Stanton Municipal Code.

16. Consistent with the General Plan and any applicable Specific Plan;

The proposed development is consistent with the City's General Plan, specifically:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lot has been underutilized for numerous years. The Project would phase would provide for 40 residential condominium units with open space areas. The Map would allow for the units to be sold separately, providing a more stable resident population. The proposed project is an infill development in an already established area and therefore will have access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project would provide extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue. In addition, the elevations of the units along Western Avenue is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Western Avenue.

SECTION 4: That in accordance with the requirements as set forth in Section 19.10.100 and 19.10.110 of the Stanton Municipal Code for subdivisions:

A. The proposed map is consistent with the city's general plan;

The proposed map is consistent with the City's General Plan designation of High Density Residential (RH), which allows for a density range of 11.1 to 18 units per acre.

B. The design and improvement of the proposed subdivision is consistent with the city's general plan;

The proposed map is consistent with the City's General Plan, specifically:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lot has been underutilized for numerous years. The Project would phase would provide for 40 detached condominium units with open space areas. The Map would allow for the units to be sold separately, providing a more stable resident population. The proposed project is an infill development in an already established area and therefore will have access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project would provide

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extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue. In addition, the elevations of the units along Western Avenue is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Western Avenue.

- C. The site is physically suitable for the proposed type of development;

The site is physically suitable to accommodate the proposed condominium subdivision. residential units, street access, turnaround radius, private and common open space areas, and emergency vehicle access.

- D. The requirements of the California Environmental Quality Act have been satisfied;

The requirements of CEQA have been satisfied. Based on the environmental assessment, the subject property is less than five acres in size, within the City limits, and is substantially surrounded by urban uses. The project is also consistent with the General Plan and SMC. The project would not result in any significant effects relating to traffic, noise, air quality or water quality and has no value as habitat for endangered, rare or threatened species. The project site can be adequately served by all required utilities and public services. All required documentation has been completed for the project in compliance with CEQA. As such, the project is considered categorically exempt.

- E. The site is physically suitable for the proposed density of development;

The development provides for multi-family detached condominiums which are permitted by right in the RH zone, along with street access, turnaround radius, emergency vehicle access and open space areas. The modifications allowed through the PDP would help to create a high quality residential development that would otherwise not be possible through strict application of the development standards.

- F. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat;

Design and improvement of the proposed subdivision will not cause substantial environmental damage or substantial and avoidable injury to fish and game. Based on the environmental review completed for this development, the project would not cause substantial damage or substantial unavoidable injury to fish and wildlife. There is no recorded habitat or endangered species in the City, there are no waterways, canals, or streams in or within the surrounding area of the project that would affect fish and wildlife, there are no known hazardous materials located within the project site, and the site is not registered as a Superfund Site with the EPA.

- G. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems;

Based on an environmental analysis conducted by LSA , an environmental consulting firm, the project was found to not have a significant impact to air and water quality. Specifically, the Property is located within an "urbanized area", as that term is defined in Section 15387 of the CEQA Guidelines, and meets the aforementioned conditions and will not cause a significant effect on the environment and is, therefore, categorically exempt from the provisions of CEQA. Therefore, the design and improvement of the proposed subdivision are not likely to cause serious health problems.

- H. The design of the subdivision and the proposed improvements will not conflict with easements of record or established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public;

The design of the proposed subdivision will not conflict with easements of record or established by court judgment, acquired by the public at-large, for access through or use of the property. Upon review of the project by the Engineering Department, there is no known conflict with any easements, or rights-of-way as there are no known easements on the property.

- I. The design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 19.10.090;

The proposed project will utilize the Planned Development Permit (PDP) to allow for flexibility in development standards and create a high quality product that aligns with the Goals, Strategies and Actions of the City of Stanton's General Plan. These include, but are not limited to, adding to the range of housing types in the area, supporting infill development and enhancing the image of the area and the City of Stanton.

SECTION 5: That in accordance with the requirements as set forth in Section 20.520.060 of the Stanton Municipal Code for a Planned Development Permit:

- A. The Planned Development Permit will:

1. Be allowed within the subject base zone;

The subject property is zoned High Density Residential (RH). The proposed project is for 40 detached condominiums, which is considered a multi-family residential use and is an allowable use under the RH zone.

2. Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;

The proposed development is consistent with the City's General Plan, specifically:

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- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lot has been underutilized for numerous years. The Project would provide for 40 detached condominium units with open space areas. The Map would allow for the units to be sold separately, providing a more stable resident population. The proposed project is an infill development in an already established area and therefore will have access to existing public services and utilities.
 - Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project would provide extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue. In addition, the elevations of the units along Western Avenue is designed to provide an enhanced streetscape inclusive of high quality elevations, with architectural features proposed on the second and third floors of the buildings to ensure the improvements are visible from Western Avenue.
3. Be generally in compliance with all of the applicable provisions of this Zoning Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter;
- The proposed project conforms to the current Municipal Code requirements in terms of use, density, height, structure coverage and certain setbacks. Where the site does not meet Municipal Code requirements, the Planned Development Permit (PDP) is used to ensure that high standards of design are met and that the project is consistent with the intent of the Code. The PDP would allow additional flexibility in the design to provide a development that exceeds site and design standards of normal developments that are created using strict application of the development standards found in the SMC.
4. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development;
- The proposed project is allowed by right in the High Density Residential (RH) Zone. There are a variety of uses in the immediate vicinity of the property, including single family residential, condominiums, apartments and mobile home developments. The proposed project incorporates design features that respond to and are sensitive of these existing adjacent land uses.

- B. The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural

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design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities (e.g., additional public art), LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;

The proposed project will feature both 3 bedroom and 4 bedroom condominium units, providing a mix of housing sizes on the property. All structures will be three (3) stories in height to provide a uniform design. The property is rectangular in shape and therefore the individual structures face east-west to most efficiently utilize the space. Landscaping is provided throughout the project, enhancing the experience for residents, and providing buffers to the adjacent properties. The internal condominium units are linked by a common walkway, creating a place for interaction between residents. These walkways are lined with accent trees and landscaping elements to create an aesthetically pleasing space. Landscaping and trees are also scattered throughout the parking spaces on the northern portion of the site. This helps to break up the impervious surface and provides a buffer between the project and the single-family residences to the north. Large street trees line Western Avenue, which mitigate for potential noise from traffic and add to the pedestrian environment. All parking for the project is located on site for the use of residents and their guests. A parking analysis was conducted for this project which supports the adequacy of the parking provided.

- C. Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;

The proposed project has been designed in conformance with the California Building Code, the City of Stanton Municipal Code, the proposed PDP, and the intent of the General Plan. The project is sensitive to the existing surrounding uses and is designed to a high standard that will contribute to the character of the surrounding community. It is not anticipated that the project will cause any adverse effects in terms of noise or pollutants to the surrounding communities or the general public. The project is subject to all conditions of approval to ensure that any potential impacts are mitigated.

- D. Proper on-site traffic circulation (e.g.; pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zone-Specific Standards);

The project site would have access to Western Avenue from the 24-foot wide common drive aisle. This drive aisle provides access to four single driveways which serve as access points to each unit. While the main drive aisle is proposed to be a 24-foot width rather than the required 25-foot width per SMC, the drive aisle still maintains the minimum drive width as specified by Orange County Fire Authority (OCFA) and would be improved with decorative stamped concrete in order to enhance the entry point to the development. The traffic analysis provided by the

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Applicant, identifies that the traffic generated by the development would not create any significant impact on the traffic or level of service of Western Avenue.

- E. The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;

The proposed project is an infill development and has access to existing utilities, roads and infrastructure. The property is rectangular in shape and is accessed from Western Avenue. The project complements the size and shape of the parcel and effectively makes use of the space available. The units are detached and designed in a way that creates separation but also provides common spaces between units which will promote interaction between residents of the development. The property is very flat and will remain relatively flat upon completion of the project. There are no major grade changes proposed, which will lessen the impact on the surrounding properties.

- F. Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;

The proposed project is an infill development in an already established area and, therefore, will have access to existing public services and utilities. The proposed project intends to connect to the existing utilities located along Western Avenue.

- G. The proposed development, as conditioned, will not have a substantial adverse effect on surrounding properties or their allowed use;

The proposed project is an allowable use under the current zoning and General Plan Land Use designation. The site will conform to the maximum height standards under the High Density Residential Zone and will have adequate on-site circulation, parking, and drainage. It is not anticipated that there will be any adverse effects on the surrounding properties and their allowed uses.

- H. If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc;

The proposed project will not provide for a mix of residential and commercial as it is exclusively residential uses.

- I. The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection;

The proposed project will be compatible in terms of size with existing multi-family developments in the area. The height of the development will not exceed 3-stories which is allowable in the High Density Residential Zone. The project's design provides a transition between the different densities and development types in the area while also creating a unique alternative housing option to traditional multi-family development. Common spaces and paths for residents are incorporated into the design to ensure effective pedestrian circulation and safety. The proposed project will also include landscaping features throughout, which creates aesthetically pleasing spaces for residents and pedestrians and acts as a functional buffer for neighboring properties.

- J. The applicant agrees in writing to comply with any and all conditions imposed by the review authority in the approval of the Planned Development Permit;

If the development is approved, the applicant would agree, in writing, to comply with any and all conditions imposed by the review authority in the approval of the Planned Development Permit.

SECTION 6: That based upon the above findings, the Planning Commission hereby recommends that the City Council approve Precise Plan of Development (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03 which includes customized development in accordance with Exhibit "A" attached hereto and made a part of this Resolution for the development of a 2.35 acre site, located at 10871 Western Avenue which will include the demolition of an church, and construction of 40 detached condominiums and associated site improvements subject to the following Conditions of Approval:

A. That all conditions of the Planning Division be met, including the following:

1. Precise Plan of Development PPD-803 shall terminate if Planned Development Permit PDP19-03 and Tentative Tract Map 19062 (TM19-04) is allowed to expire or the Final Tract Map is not filed within 24 months.
2. The project/use will be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plan drawings submitted, and conditions imposed in this Resolution of Approval, the Resolution of Approval for Tentative Tract Map 19062 (TM19-04), and the Resolution of Approval for Planned Development Permit PDP19-03.
3. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and Planned Development Permit PDP19-03 and shall conform to the requirements of the Subdivision Map Act, as applicable.
4. All common area and HOA maintained landscaping areas as depicted in the approved Landscape Plan for each phase must be installed and planted prior to the issuance of a certificate of occupancy for that particular phase. A final landscape,

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irrigation and lighting plan indicating the common area improvements, and to include the furniture and light standards in the private streets and in the common open space area. The landscape plan shall include all calculations and certifications as required by the Section 20.315.050 of the Stanton Municipal Code and the adopted Water Efficient Ordinance Guidelines.

5. A total of 26 open parking spaces shall be continually maintained on site. This shall be regulated by the homeowner's association and incorporated into the CC&Rs.
6. Garages shall remain clear and available for the parking of vehicles. This shall be regulated by the homeowner's association and incorporated into the CC&Rs.
7. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare. A lighting and photometric plan certified shall be approved by the Community Development Director or his/her designee prior to installation.
8. The south facing upper story windows of each residence shall be frosted or textured to obscure views of adjacent residential development while permitting natural light to enter the interior of the proposed units.
9. Solid fencing within the front setback area shall be a maximum of 42 inches in height, unless within a traffic visibility area, at which point the maximum height shall be 30 inches.
10. Proposed walls or fences shall comply with Chapter 20.310 of the SMC and material shall be approved by the Planning Division.
11. If any perimeter wall that is proposed to remain that is damaged by the Applicant(s)/Owners(s) during any portion of the demolition and construction process, the damaged property must be repaired at the cost of the Applicant(s)/Owner(s).
12. All utilities located on the site that are unable to be placed underground shall be screened with decorative paneling, fencing, and landscaping to the satisfaction of the Community Development Director.
13. A will-serve letter from CR&R shall be submitted to the Planning Division prior to issuance of building permits.
14. CC&R's, Articles of Incorporation and By-Laws for the homeowner's association shall be reviewed and approved by City Staff, the City Attorney and the Department of Real Estate (DRE) prior to recordation and issuance of Certificate of Occupancy and shall include the following requirements:
 - a. CC&R's shall include a restriction which prohibits garage conversions and also requires that all garages be maintained for the parking of vehicles.
 - b. The Applicant shall provide the Planning Division proof of review and approval of the CC&R's by the DRE prior to recordation. A copy of the recorded CC&R's shall be submitted to the Planning Division prior to the release of utilities.

- c. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance, both interior and exterior, of all buildings, plumbing and electrical facilities.
 - d. The CC&R's shall specifically dictate responsibilities between the homeowners association and private property owners for the maintenance of the common and private open space areas.
 - e. The CC&R's shall prohibit the removal of the common open space areas, as approved on the Site Plan.
 - f. The CC&R's shall specifically identify any and all exclusive use easement areas and dictate the responsibilities between private property owners and the homeowners association.
 - g. CC&R's shall include a provision as to the use and maintenance of guest parking spaces, driveways, common open space and restrictive open space. Guest parking spaces are to be used by guests only and are not for use by residents. Long term parking of more than 72 hours is also prohibited in guest parking spaces. Movement of a vehicle directly from one guest parking space to another shall not constitute a break in the 72 hour regulation.
 - h. The CC&R's shall contain provisions prohibiting over night vehicular parking and/or storage of recreational vehicles on the site.
 - i. CC&R's shall prohibit parking and any type of obstruction of the required fire access lanes.
 - j. CC&R's shall prohibit the construction of additional entries/exits into individuals residences.
15. No person on vehicle machinery related to the construction of the project shall be on the property prior to 7:30 a.m. No construction shall occur until 8:00 a.m. The Public Works Director or the Community Development Director or his/her designee may further restrict the hours and days of construction based on substantiated complaints received from surrounding neighbors and/or require an onsite inspector to be paid for by the Applicant/Developer (1-4 hour minimum charge per day).
 16. The Applicant/Owner shall acknowledge the conditions of approval as adopted by the City Council. Such acknowledgment shall be in writing and received by the City within 30 days of approval by the City Council. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided to the Planning Division prior to Certificate of Occupancy.
 17. All utilities within the development including electrical and/or cable TV service, shall be placed in an underground facility to the satisfaction of the City Engineer.
 18. All required school impact fees shall be paid prior to issuance of building permits.
 19. All required park In-lieu fees shall be paid prior to the issuance of building permits. The required fees for single family dwelling units (attached and detached) are \$11,173.00 per unit.

20. All required residential impact fees shall be paid prior to issuance of building permits. The required fee for high density dwelling units is \$1,049.00.
21. All required sewer connection fees shall be paid prior to the issuance of building permits.
22. There shall be no release of utilities in connection with this permit until all standard and/or special planning, engineering, building, and fire conditions have been completed to the satisfaction of the City of Stanton.
23. Any changes to the approved plans which occur through the Building plan check must also be approved by authorized Planning Division Staff.
24. Any deviations to the approved Tract Map, Planned Development Permit, Site Plan, Floor Plans, Elevations and Landscape Plan must also be approved by the Planning Division. Any approval by the Building Division does not constitute approval by the Planning Division.
25. A Sign Application for entry monument signage must be submitted to and approved by the Community Development Department prior to issuance of building permits.

B. That all requirements of the Building Division be met, including the following:

1. Applicant shall furnish, three (3) complete sets of plans (Structural, Mechanical, Electrical, and Plumbing) designed and signed in ink by the required licensed professionals. Said plans submitted shall contain structural calculations. Mechanical plans shall include duct and equipment data. Plumbing plans shall include isometric drawing of drain vents and water system.
2. All plans shall meet the 2019 Title 24 Energy Code.
3. All plans shall be designed in conformance with the 2019 California Building Code, 2019 California Plumbing Code, 2019 California Mechanical Code, the 2019 California Electrical, the 2019 Green Building Standards, 2019 Title 24 Energy Code and Code as amended by City Ordinance.
4. Electrical plans shall include service, panel schedules and feeder size. Panel schedules and motors shall comply with requirements of the 2019 edition of the California Electrical Codes.
5. Provide approval by the Orange County Fire Authority.
7. The conditions of approval will be required to be copied on the approved set of plans prior to issuance of building permits. All the conditions must be completed prior to final approval and issuance of the Certificate of Occupancy.
8. Applicant will be required to have all the contractors and sub-contractors recycle construction materials to the maximum extent possible. All recyclable construction materials are to be taken to an approved Transfer Station.
9. Applicant will be required to submit a Waste Management plan (WMP) for the demolition and new construction phases of the project. All recyclable construction materials are to be taken to an approved Transfer Station.

10. A stamped soils investigation report shall be submitted with the plans for plans check. Report shall include soil bearing capacity, seismic study, in compliance with the Seismic Hazard Mapping Act of the State of California, grading, paving, sulfate test and other pertinent information under good engineering practice.
11. Compliance with mandatory California Green code requirements including but not limited to, recycling by occupants, solar ready for building, electric vehicle (EV) charging for new construction, and commissioning reports.
12. Prior to demolition, an asbestos report shall be submitted with a clearance letter from the South Coast Air Quality Management District (SCAQMD) prior to the issuance of a demolition permit.

C. That all requirements of the Engineering Division be met, including the following:

General

1. Applicant shall submit Improvement Plans prepared by a Registered Civil Engineering for public works (off-site) improvements. Plan check fees shall be paid in advance.
2. City public works encroachment permit shall be taken out for all work in the public right-of-way prior to start of work. All work shall be done in accordance with Orange County RDMD or APWA and City standards and to the satisfaction of the City Inspector and completed before issuance of Certificate of Occupancy.
3. All existing off-site improvements (sidewalk, curb & gutter, driveways, and street paving) at the development site which are in a damaged condition or demolished due to the proposed work shall be reconstructed to the satisfaction of the City Engineer. When reconstructing full width sidewalk, curb & gutter, and driveways shall be fully improved. Structural sections of the street pavement shall be reconstructed per the requirements of an approved pavement rehabilitation report prepared by a Registered Civil Engineer.
4. No construction materials or construction equipment shall be stored on public streets.
5. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
6. Applicant shall pay sewer connection fees to the City for connection to the City/County sewer system, if applicable.

Specific

7. An on-site grading and drainage plan shall be prepared and submitted to the City Engineer for approval. Plan shall be 24" X 36", ink on Mylar, with elevations to nearest 0.01 foot, scale 1"=10'. Plan shall be prepared by Registered Civil Engineer. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.

8. Pad certification by the Design Civil Engineer and Soil Engineer is required prior to the issuance of building permit.
9. Applicant shall properly maintain all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.
10. Applicants shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance. This shall be identified prior to approval of the WQMP.
11. Applicant shall submit a Water Quality Management Plan incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES. Requirements of the WQMP will include construction of onsite water treatment, and maximization of infiltration.

Tract Subdivision Improvements

12. All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
13. The private drive entrance, private drives, and end of private drive turn-around areas of the Property shall be approved by the Orange County Fire Authority.
14. All grading, drainage, storm drain construction, private street or drive improvements, utility installation, landscaping, irrigation, and all other Subdivision improvements shall meet the City of Stanton standards.
15. The Final Map, when submitted to the City for approval, shall be prepared by, or under the direction of, a California registered civil engineer licensed to survey or a licensed land surveyor.
16. At the time of filing of the Final Map with the City for approval the Subdivider shall provide a Preliminary Title Report dated not more than 30 days prior to the filing date. In addition to other items the Preliminary Title Report shall show in what name the ownership of the property is held, show all trust deeds including the name of the trustees, show all easements and names of easement holders, show all fee interest holders, and show all interest holders whose interest could result in a fee ownership. The title company account for this title report shall remain open until the Final Map is recorder.
17. All right-of-way, easements, abandonments, and vacations shall be shown on the Final Map. Public right-of-way shall be dedicated to the City in fee simple absolute. The purpose, use, and holder of the easement rights for all easements shall clearly be stated on the final map.
18. At the time of filing the Final Map to the City for approval the Subdivider shall also submit for approval of the City a Subdivision Agreement between the Subdivider and the City properly executed by the Subdivider, including appropriate bonds and insurance, which sets forth the requirements and responsibilities of both the City and the Subdivider relative the subdivision being created.

19. Pursuant to the regulations of the Subdivision Map Act all required off-site and public improvements shall be completed prior to the recordation of the final map, or in lieu thereof, be financially secured by surety bonds, to be held by the City, issued to ensure that all the improvements will be completed in a timely manner. Bond amounts shall be determined by the City. Subdivider shall provide a 100% Performance Bond, a 50% Labor and Materials Bond, a 50% Warranty Bond, and insurance coverage per City requirements.
20. At the time of filing of the Final Map with the City for approval the Subdivider shall submit to the City plans and specifications and cost estimates for all improvements including, but not limited to, public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels, water lines, sewer lines, utility lines, and other required and necessary improvements. All improvement plans, specifications, and cost estimates shall be approved by the City Engineer prior to submitting the Final Map to the City for approval.
21. Improvement plans shall include plans for all improvements related to the Subdivision including landscape plans, irrigation plans, and street lighting plans for all public right-of-way areas and all private areas.
22. Subdivider shall provide easements for public and private utilities as needed and as approved by the City.
23. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the City the proposed Covenants, Conditions, and Restrictions (CC&Rs) for the subdivision.
24. Prior to final acceptance of the Subdivision improvements all subdivision survey monuments shall be set, and Corner Records and center line ties shall be filed with the Orange County Surveyor, and if required by law, the filing and recording of Record of Survey with the Orange County Recorder.
25. Prior to final acceptance of the Subdivision improvements the Subdivider shall provide the City with As-Built Mylar and electronic copies of the all subdivision plans and improvements, in a format acceptable to the City.
26. Subdivider shall place a County Surveyor Statement certificate on the final map for the signature of the Orange County Surveyor stating that " I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct."
27. At the time of filing of the Final Map with the City for approval the Subdivider shall also provide to the Orange County Surveyor for boundary and technical plan check all Final Map documents required by the Orange County Surveyor. Subdivider shall notify the City in writing that the required Final Map documents have been submitted to the Orange County Surveyor for boundary and technical plan check.
28. All streets or drives shown on the Final Map shall show proposed street names which will be subject to approval of the City.
29. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City evidence that all utility providers with recorded title interest in the

property have been informed of the of the pending filing of the Final Map with the City for approval, and also provide all utility provider's responses received.

30. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City with a preliminary soils report covering the Subdivision related area.
31. All improvements shall meet the City Flood Management requirements.
32. At the time of filing of the Final Map with the City for approval the Subdivider shall provide to the City with a Hydrology Report, and a Hydraulics Report, including all necessary and required calculation, maps, exhibits, and reference material.
33. The subdivider and subdivision construction shall meet all of the City's Stormwater/NPDES Requirements, City Local Implementation Plan (LIP), California's General Permit for Stormwater Discharges Associated with Construction Activity, Notice of Intent (NOI) requirements of the State Water Resources Control Board and notification of the issuance of a Waste Discharge Identification (WDID) Number for Projects subject to this requirement, and shall provide a Water Quality Management Plan (WQMP), and a Stormwater Pollution Prevention Plan (SWPPP), and shall use Best Management Practices (BMP).
34. The applicant must provide the City with access rights to the property at least once per year to perform State mandated environmental inspections.

D. That all requirements of the Orange County Fire Authority be met.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on March 4, 2020 by the following vote, to wit:

| | | |
|-----------------|-----------------------|-------|
| AYES: | COMMISSIONERS: | _____ |
| NOES: | COMMISSIONERS: | _____ |
| ABSENT: | COMMISSIONERS: | _____ |
| ABSTAIN: | COMMISSIONERS: | _____ |

Thomas Frazier, Chairperson
Stanton Planning Commission

Amy Stonich, AICP
Planning Commission Secretary

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Exhibit "A"

Planned Development Permit PDP19-03 10871 Western Avenue

1. Complete project approval is contingent upon City Council approval of: Precise Plan of Development (PPD) -803, Tentative Tract Map (TM) 19-04, and Planned Development Permit (PDP) 19-03. Any associated conditions, related to the approval of the aforementioned entitlements, shall be integrated into the project plans or development.
2. Development standards for this Planned Development shall comply with all regulations of Title 20 of the Stanton Municipal Code (SMC) and all other relevant regulations in the SMC unless otherwise stipulated herein and/or in an applicable development agreement, or identified on the approved development plan.
3. Setbacks:
 - Front (Western Avenue): Minimum 20-foot building setback
 - Side Setback along northern property line: Minimum 15-foot building setback
 - Side Setback along southern property line: Minimum 10-foot building setback
 - Rear Setback: Minimum 16-foot building setback
4. Drive Apron
 - The minimum drive aisle width shall be 24 feet. The drive aisle entrance shall be enhanced with stamped concrete or decorative papers to a minimum length of 25 feet.
5. Parking
 - The development shall maintain a total of 122 parking spaces. The 26 open parking spaces shall be continually maintained on site.
 - Tandem parking may be permitted within an enclosed garage with the minimum dimension of 10 feet wide by 37 feet deep.
6. Separation Between Habitable Structures
 - The minimum separation distance between 3-story habitable structures shall be six (6) feet.
7. Private Open Space
 - Each dwelling unit shall provide for a minimum of 145 square feet of private open space. A maximum of four (4) dwelling units may provide for the minimum of 145 square foot private open space.

RESOLUTION NO. 2522

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 10871 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH.

THE PLANNING COMMISSION OF THE CITY OF STANTON HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on November 11, 2019, KB Home Coastal Inc., A California Corporation ("Applicant") filed applications for approval of a Precise Plan of Development (PPD)-803, Tentative Map (TM) 19-04, Planned Development Permit (PDP) 19-03, and Development Agreement (DA) 19-02 for the development of a 2.35 acre site ("Project Site"), located at 10871 Western Avenue which will include the demolition of an church, and construction of 40 detached condominiums and associated site improvements ("Project");

WHEREAS, the City of Stanton ("City") has found that the development agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved;

WHEREAS, pursuant to California Government Code section 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein;

WHEREAS, the Applicant, proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for the Project;

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project;

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan;

WHEREAS, the Planning Commission has found that this Development Agreement is consistent with the City's General Plan;

WHEREAS, the Planning Commission has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project;

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement;

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein;

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project;

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the City has determined approval of the Project is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to State CEQA Guidelines section 15332, Class 32 (In-fill Development Projects); and

WHEREAS, on February 20, 2020, the City gave public notice of the Planning Commission meeting to conduct a public hearing to consider Precise Plan of Development (PPD)-803, Tentative Map (TM)19-04, Planned Development Permit (PDP)19-03, and the Development Agreement for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the subject property, posting the notice on the City's webpage, and was made available through the agenda posting process;

WHEREAS, on March 4, 2020, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development (PPD)-803, Tentative Map (TM)19-04, Planned Development Permit (PDP)19-03, and the Development

Agreement, at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement;

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the Planning Commission at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON DOES HEREBY FIND:

SECTION 1: Recitals. The Planning Commission hereby finds that the fact, findings and conclusions set forth above are true and correct.

SECTION 2: CEQA. Based upon its review of the entire record before it, including the Initial Study and Traffic Analysis, the Planning Commission finds and recommends to the City Council that the Project, as conditioned herein, is categorically exempt from environmental review under the CEQA pursuant to State CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects). The Class 32 exemption specifically exempts from further CEQA review projects characterized as in-fill development meeting each of the following conditions. First, the Project must be consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The project is consistent with the general plan including Strategy LU 3.1.2, and Community Development Goal CD 1.2, and with approval of the Planned Development Permit, the project is consistent with the Zoning Code. Second, the proposed development must occur within city limits, on a project site of no more than five acres, and be substantially surrounded by urban uses. The site is 2.34 acres in size and located in an urbanized area, surrounded by fully developed parcels, including single family homes, a mobile home park, apartments and condominiums. Third, the Project site must have no value has habitat for endangered, rare, or threatened species. There are no known endangered, rare or threatened species in the City, and the site in its current condition has not been identified as a designated site for any endangered, threatened or rare species. Fourth, approval of the Project must not result in any significant effects relating to traffic, noise, air quality, or water quality. The traffic analysis provided by the Applicant, , identifies that the traffic generated by the development would not create any significant impact on the traffic or level of service of Western Avenue. The noise and air quality will have no significant impact as a result of this project beyond the temporary standard construction operations, and with the completion of a Water Quality Management Plan, the project will not create any significant impact to the water quality on the site and in the vicinity. Finally, the Project site must be adequately served by all required utilities and public services. The site is also able to be adequately served by all required utilities and public services. As the site is located within an urbanized area, water, electrical, cable and phone, and sewer services are all established within the area, and the site will be

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able to connect to all services. All emergency public services are also available and able to service the site. All required documentation has been completed for the project in compliance with CEQA and the Project qualifies for the Class 32 exemption.

Furthermore, none of the exceptions to the use of the Class 32 categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time. There are no unusual circumstances surrounding the Project that result in a reasonably possibility of a significant effect on the environment. The Project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project does not include any hazardous waste sites, and the project will not cause a substantial adverse change in the significance of a historical resource. Thus, the Class 32 exemption applies, and no further environmental review is required.

SECTION 3: Planning Commission Findings. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the Planning Commission, the Planning Commission hereby makes the following findings:

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes improvement of an underutilized residential lot to provide housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the city.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the High Density Residential (RH) Zoning District which allows for single family detached dwelling units. The Project meets those General Plan and Zoning Code standards, with exception of the rear setback, and driveway apron width requirements. However, with approval of a Planned Development Permit in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the High Density Residential (RH) zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Strategy LU-3.1.2: To encourage infill and mixed use development within feasible development sites. The project would be developed on an underutilized property that houses a church. As such, the project would remove the blighted conditions with an infill development, and is therefore consistent with the stated strategy.

Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The architectural details, complementary building materials and colors of the homes are appropriate for the project's location on Western Avenue which is identified in the General Plan as a secondary corridor. In addition, the project provides street trees, extensive landscape treatment and decorative fencing in the front yard setback area to enhance the visual corridor along Western Avenue.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which consists of 40-unit detached homes. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a three-year term in which the Applicant has a vested right to develop the residential subdivision on the Project Site in accordance to existing City regulations and Planned Development Permit PDP19-04. In exchange, the Project will provide housing opportunities for Stanton residents, and opportunities for improvements to public facilities throughout the city. Moreover, the Applicant will provide a high quality, aesthetically appealing homes with substantial improvements to the site including a park area with amenities including a BBQ, a picnic table and enhanced landscaping.

SECTION 4: Council Body to Approve. As provided in the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plans of development, tentative map and planned development permit for the project addressed by the Development Agreement.

SECTION 5: Planning Commission Recommendation: The Planning Commission hereby recommends that the City Council approve and adopt the Development Agreement attached hereto as Exhibit "B", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and KB Home Coastal Inc., A California Corporation".

SECTION 6: Custodian and Location of Records. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of these documents.

SECTION 7: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 8: Certification. The Planning Commission Secretary shall certify to the adoption of this Resolution and cause a copy to be transmitted to the City Clerk.

ADOPTED, SIGNED, AND APPROVED by the Planning Commission of the City of Stanton at a meeting held on March 4, 2020 by the following vote, to wit:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

Thomas Frazier
Stanton Planning Commission

Amy Stonich, AICP
Planning Commission Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE NORTH 5 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SHUMWAY AND WIFE, RECORDED APRIL 6, 1953, IN BOOK 2482, PAGE 99, OFFICIAL RECORDS.

EXCEPT THE SOUTH 145.00 FEET THEREOF.

APN: 079-371-17

EXHIBIT "B"

**CITY OF STANTON AND KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT

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Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
7800 Katella Ave.)
Stanton, CA 90680)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. []

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

**KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT NO. []

This Development Agreement (hereinafter "Agreement") is entered into as of this ____ day of December, 2019 by and between the City of Stanton, California (hereinafter "CITY"), and KB Home Coastal Inc., a California corporation (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, This Agreement constitutes a current exercise of CITY's police powers to provide predictability to Owner in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner's commitment to provide significant public benefits to CITY as set forth in Section 4 below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the CITY of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the CITY; and

WHEREAS, the provision by Owner of the public benefits allows the CITY to realize significant economic, recreational, park, open space, educational, social and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a significantly greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to CEQA and the project has been determined to be categorically exempt from CEQA pursuant to Section 15332, Class 32 (Infill Development Projects); and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 **Definitions.** The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "CITY" means the City of Stanton, a California municipal corporation.

1.1.3 "City Council" means the duly elected city council of the City of Stanton.

1.1.4 "Commencement Date" means the date the Term of this Agreement commences.

1.1.5 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the Development Approvals (defined below), including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;

- (c) conditional use permits, public use permits and plot plans;
- (d) zoning;
- (e) grading and building permits; and
- (f) variances.

1.1.7 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 "Development Impact Fee" a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, including but not limited to park "in lieu" fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 "Development Plan" means the plan for development of the Property as set forth in Exhibit "C".

1.1.10 "Effective Date" means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property which are in effect as of the Effective Date. "Land Use Regulations" does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;

(d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.12 "OWNER" means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 "Project" means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement.

1.1.16 "Public Benefit" refers to those benefits provided to the CITY and the community by Owner pursuant to Section 4 below.

1.1.17 "Reservation of Rights" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit "A" – Legal Description of the Property.

Exhibit "B" – Map showing Property and its location.

Exhibit "C" – Development Plan.

Exhibit "D" – Development Impact Fees.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period which shall expire on the first to occur of (i) five (5) years thereafter or (ii) three (3) years after the issuance a grading permit for the Project, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including,

without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot, CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

(i) The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

(ii) Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.4.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement

including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the transmitting party after transmission by email to the recipient named below. All notices shall be addressed as follows:

If to CITY: City of Stanton Housing Authority
7800 Katella Ave.
Stanton, CA 90680
Attn: Jarad Hildenbrand
Email: jhildenbrand@ci.stanton.ca.us

Copy to: Best Best & Krieger LLP
18101 Van Karman Ave., Suite 1000
Irvine, CA 92614
Attn: Elizabeth W. Hull, Esq.
Email: Elizabeth.hull@bbklaw.com

If to OWNER: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com; lschmid@kbhome.com

Copy to: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Helene Pappas
Email: pdarrow@kbhome.com; hpappas@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaaattorneys.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, which are in effect on the Effective Date including, without limitation, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals. Except as expressly provided herein and the Land Use Regulations and Development Approval as of the Effective Date, City shall not impose any additional conditions, fees, or exactions on the Project or increase any fees or exactions. Notwithstanding the foregoing, the City may charge processing fees and increase processing fees in accordance with applicable law.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which shall be those in effect as of the Effective Date.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, so long as the same are not inconsistent with those in effect as of the Effective Date.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations that may be in conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in conflict with the Development Plan; provided OWNER has, in its sole and absolute discretion, given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not conflict with this Agreement. CITY shall grant all subsequent permits so long as they are consistent with the Land Use Regulations and Development Approvals.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State, County or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. If, in the Owner's reasonable determination, the effect of such changes renders the Project financially infeasible, OWNER may terminate is Agreement.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.6 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment

3.7 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of

Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

3.8 Approvals and Permits. CITY shall diligently and in good faith comply with the Permit Streamlining Act and shall use its diligent and good faith efforts to cooperate in and expedite the review, comment and approval of plans and the securing of permits.

3.9 Eminent Domain. In the event that, notwithstanding its diligent and good faith efforts, OWNER cannot acquire land necessary for the completion of public improvements or completion of mitigation measures (e.g., street widening, utilities or other off-site improvements) or cannot eliminate any interests of others in the property which is the subject of the Project (e.g., internal rights of way, easements, or diverse property ownerships) which interfere with the completion of such public improvements or mitigation measures, OWNER may request CITY consider utilizing its eminent domain powers to effectuate any needed acquisition. If CITY chooses to proceed, all costs associated with the eminent domain proceedings, including attorney fees and the cost of the acquisition shall be borne by OWNER.

3.9.1 Notwithstanding a request by OWNER for City to utilize its power of eminent domain, CITY hereby retains its sole and unfettered discretion as the use of its eminent domain powers. Nothing in this Agreement shall require CITY to adopt a resolution of necessity regarding the acquisition of property or to acquire any properties by exercise of CITY's power of eminent domain. If CITY considers adoption of a resolution of necessity regarding the acquisition of property and does not adopt such a resolution, OWNER may terminate this Agreement upon seven (7) days' Notice to the CITY, and neither Party shall have liability to the other or any other Person.

3.9.2 Reservation of City Discretion. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudice or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER

may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person.

3.9.3 No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

3.10 Tentative Maps. Pursuant to Government Code Section 66452.6, the duration of all tentative tract maps within the Project approved by the CITY shall be extended to the earlier of ten (10) years after approval by the CITY or the expiration of the term of this Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" which may include but are not limited to park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as the CITY deems necessary to provide appropriate facilities and services to the residents of this community and the CITY at large. CITY shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 CITY Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the CITY Facilities, as follows:

(i) Public Benefit Fee. OWNER shall pay a fee in the amount of ten thousand dollars (\$10,000.00) (the "City Facilities Fee") for each residential unit ("Unit") constructed as part of the Project. The City Facilities Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(ii) Neighborhood Preservation Fee. OWNER shall pay a fee in the amount of one thousand five hundred dollars (\$1,500) (the "Neighborhood Preservation Fee") for each residential unit ("Unit") constructed as part of the Project. The Neighborhood Preservation Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be paid to CITY prior to the issuance of building permits for each residential Unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.3.1 shall be paid prior to the re-issuance or extension of any building permit for a residential Unit for which such fees have not previously been paid.

4.3.3 Development Impact Fees; No Increases. The Parties hereby agree that, except as expressly set forth in Exhibit "D", during the term of this Agreement, the Project shall not be subject to the imposition of any City imposed Development Impact Fee that becomes effective after the Effective Date. Notwithstanding anything to the contrary in the Agreement, the OWNER acknowledges that OWNER shall be responsible for the payment of development impact fees imposed or required by other public agencies, including County or regional agencies.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement, provided, however the prepayment of any Development Impact Fees required hereunder for any particular Unit shall satisfy in full OWNER's obligation to pay such Development Impact Fees for such Unit and any subsequent increase in the amount of such Development Impact Fees as to such Unit shall not be applicable to it. Following the expiration, cancellation or termination of this Agreement, unless Development Impact Fees have been previously paid by OWNER as to any particular Unit, in which event OWNER's obligation to pay such Development Impact Fees as to such Unit shall be satisfied in full, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.3.5 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.3.3 hereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's reasonable discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 OWNER acknowledges and agrees that the amount of the fees set forth in Sections 4.2 and 4.3 are negotiated fees and not adopted as part of a greater fee program within the City. OWNER waives any right to challenge the mode of imposition of these fees, the amount of these fees or application of these fees to this Project. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which

is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds, including, without limitation, Development Impact Fees, or dedicates land for the establishment of public facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be

required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

- (a) The time and place of the hearing;
- (b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,
- (c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER

stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that neither CITY nor OWNER would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER and OWNER shall not be liable in damages to CITY, or to any successor in interest of OWNER, CITY, or to any other person or entity, and OWNER and CITY covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

(d) Notwithstanding the foregoing, each Party may sue for specific performance under this Agreement and in the event of an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement; or the transactions contemplated hereby, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other relief awarded.

7.2 Release. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth

Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

By initialing below, OWNER and CITY hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

City's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default (as defined in Section 7.3 above) by CITY (and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and

employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, the approval of any permit granted pursuant to this Agreement, and any claim, action, proceeding or determination arising from the land use entitlements relating to this Project, including this Development Agreement and in connection with the remediation of any oil well that may be located on the Property. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission, including the remediation of any oil well that may be located on the Property. CITY may in its discretion participate in the defense of any such action. The foregoing defense and indemnity obligations, however, shall not apply to any condition of the Property which existed prior to OWNER's acquisition of it unless exacerbated by any act or omission of OWNER.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the

party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and

- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

8.5 Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

9. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the

Property, or any part thereof, which Mortgagee, 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 CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) 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. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

10.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

10.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment

of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

10.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

10.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

10.6 Singular and Plural. As used herein, the singular of any word includes the plural.

10.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

10.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

10.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

10.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other governmental or quasi-governmental entities in approving entitlements, permits, and other authorizations as well as conducting inspections needed for timely completion of a party's

obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

10.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

10.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this 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 regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

10.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

10.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

10.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

10.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the

provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

10.18 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

10.19 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

KB HOME COASTAL INC.,
a California corporation

By: _____
Name: Stephen J. Ruffner
Its: President

Dated: _____

CITY

CITY OF STANTON, a California
municipal corporation

By: _____
Mayor

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT "A"

(Legal Description of the Property)

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE NORTH 5 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SHUMWAY AND WIFE, RECORDED APRIL 6, 1953, IN BOOK 2482, PAGE 99, OFFICIAL RECORDS.

EXCEPT THE SOUTH 145.00 FEET THEREOF.

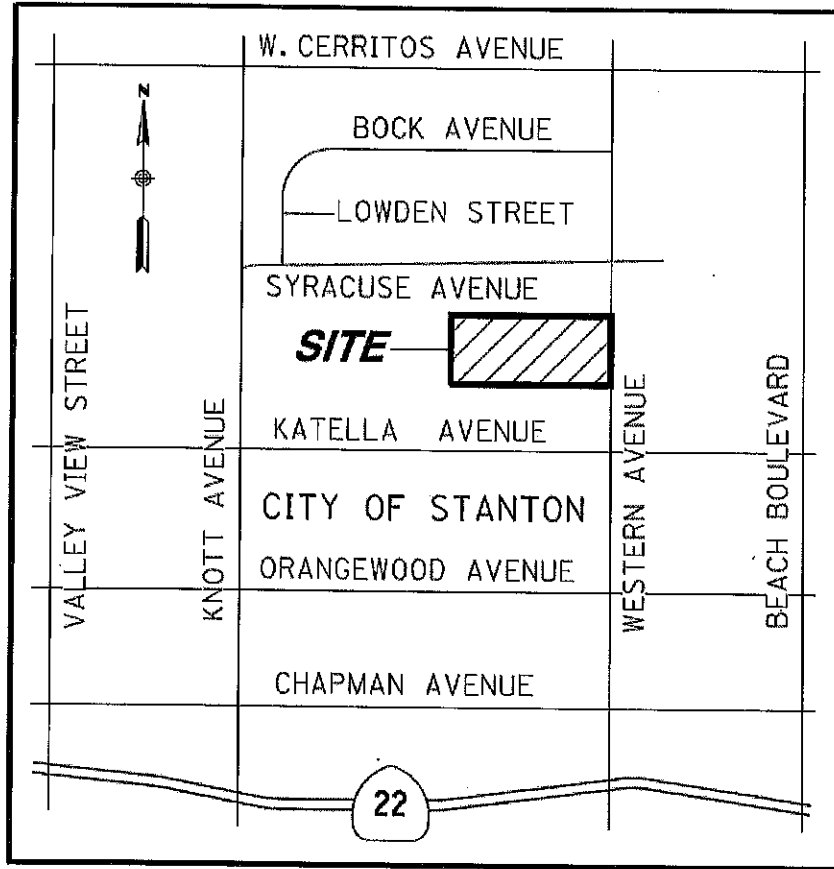
APN: 079-371-17

Exhibit A

12-3-19

55414.00203\32557426.1

EXHIBIT 'B'
PROPERTY LOCATION



**KB HOME - LIGHTHOUSE
STANTON, CA**

RICK ENGINEERING
JN 18554

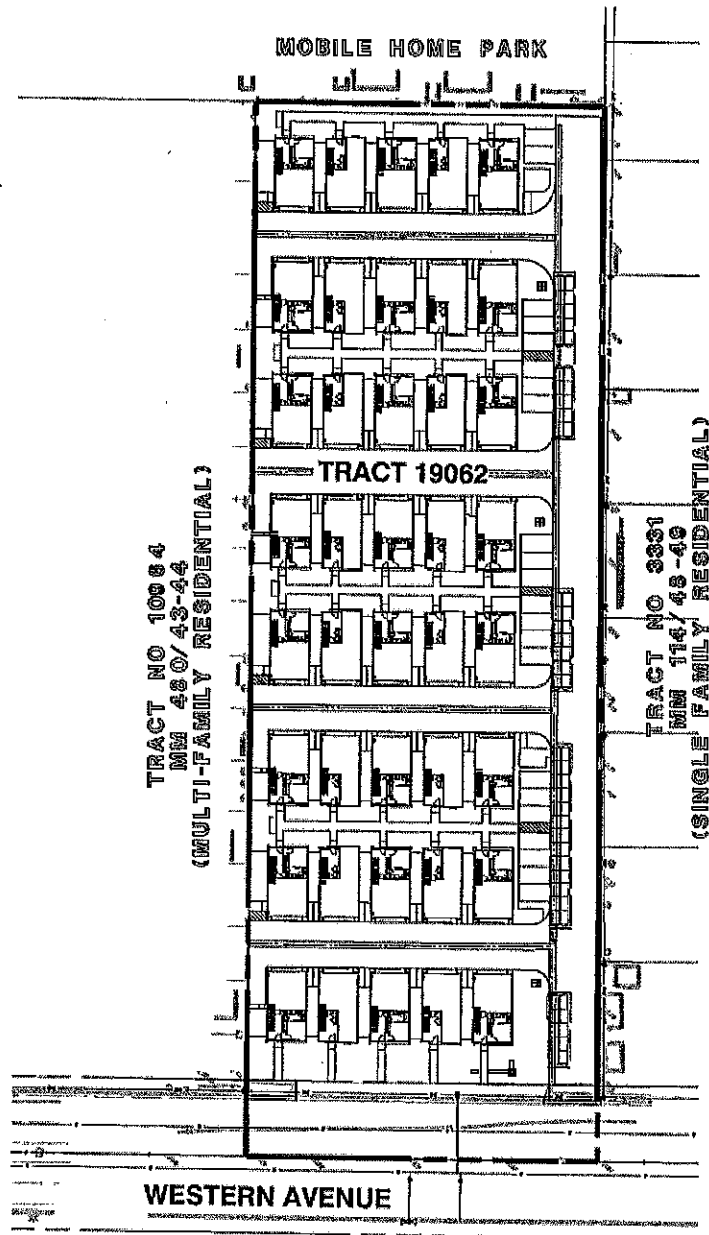
NO SCALE
DATE: 12-2-19

Exhibit B

12-3-19

55414.00203\32557426.1

EXHIBIT "C"
DEVELOPMENT PLAN



**KB HOME - LIGHTHOUSE
STANTON, CA**

RICK ENGINEERING
JN 18554



SCALE: 1"=80"
DATE: 12-2-19

Exhibit C

12-3-19

55414.00203\32557426.1

EXHIBIT "D"

(Development Impact Fees)

| <u>Development Impact Fee</u> | <u>Per Unit Amount</u> |
|-------------------------------|------------------------|
| Street Fee | \$398 |
| Traffic Signal Fee | \$89 |
| Community Center | \$295 |
| Police Facilities | \$267 |
| Park in Lieu Fee | \$11,173 |

Exhibit D

12-9-19

55414.00203\32557426.1

Project Description

The subject property is a 2.35 acre parcel located at 10871 Western Ave, Stanton, CA 90680, and is currently used as the Lighthouse Community Church. The property is approximately a quarter mile north of the intersection of Katella Avenue and Western Avenue, which are identified as primary and secondary corridors that run through the City of Stanton. A range of businesses are located at this intersection that support and serve the surrounding neighborhoods. Stanton Central Park is located approximately a quarter mile north of the property and provides a range of amenities for the community and its residents. There are sidewalks and bike lanes that provide residents convenient and safe access to these amenities and services.

The subject property is surrounded by a mixture of residential uses with a range of densities. Sites to the north of the subject property are predominantly traditional single-family detached homes; sites to the west are part of a mobile-home development, while sites to the south and east are higher density multi-family developments. Existing infrastructure on Western Avenue provides access to the property, and utilities are conveniently located in Western Avenue to serve the property.

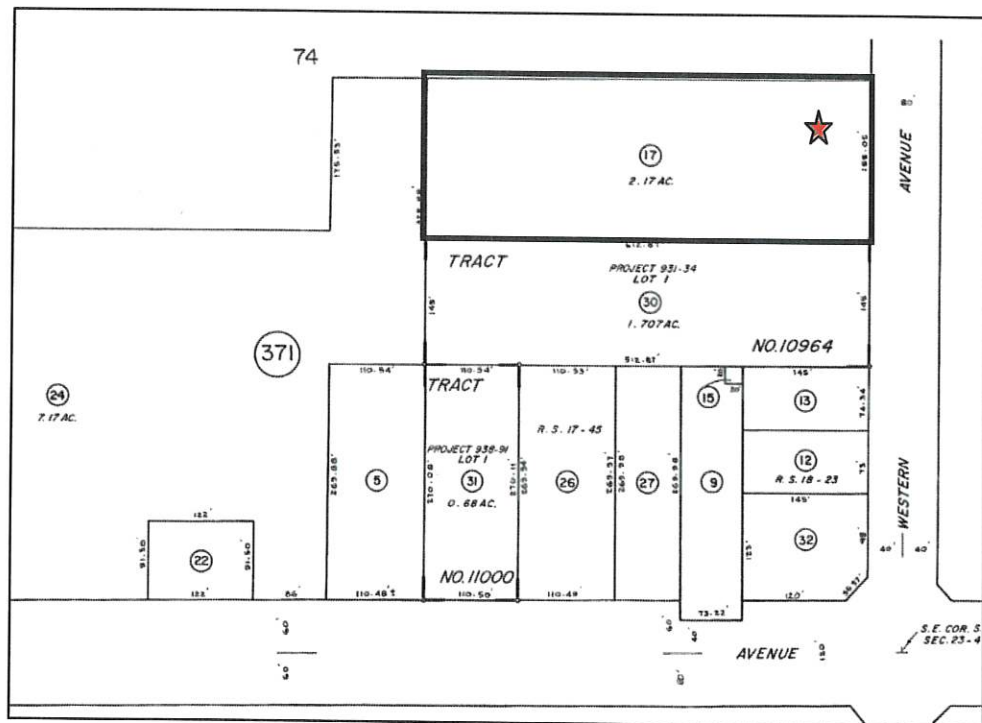
The subject property is zoned High Density Residential (RH), which aligns with the High Density Residential Land Use Designation for the property in the City of Stanton's General Plan. High Density Residential is appropriate for the area, as reflected in the existing multi-family developments.

The proposed project involves the demolition of the existing structures on site and the development of forty (40) single-family detached condominiums, the units will be a mixture of three (3) and four (4) bedrooms, which include a small private open space. All units will not exceed the allowable height of 3-stories. Small common areas are provided, as well as landscaped common spaces between buildings to enhance resident interaction and experiences. All parking for the project will be on-site and for the use of residents and their guests. Homes will feature either two (2) or three (3) car garages, and a total of 26 guest spaces will be provided, with the majority located along the main driveway access. Landscaping elements are incorporated throughout the design of the site to provide buffers for residents and surrounding land uses.

The proposed project will utilize the Planned Development Permit (PDP) to allow for flexibility in development standards and create a high quality product that aligns with the Goals, Strategies and Actions of the City of Stanton's General Plan. These include, but are not limited to, adding to the range of housing types in the area, supporting infill development and enhancing the image of the area and the City of Stanton as a whole. The design features discussed in this project description and throughout this narrative, respond to the site and the adjacent land uses, providing transitions between the different densities and development types in the area while also creating a unique alternative housing option for residents in the City of Stanton.

ATTACHMENT C

Vicinity Map





STREET SCENE ON WESTERN AVENUE

DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSCHAK
TEL: (858) 877-4262

ATTACHMENT E

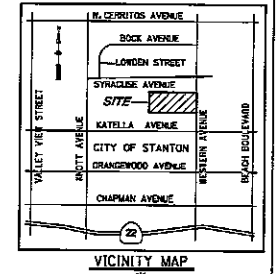
PRECISE PLAN OF DEVELOPMENT

TENTATIVE TRACT MAP NO. 19062

KB HOME - LIGHTHOUSE

APN 079-371-17

CITY OF STANTON



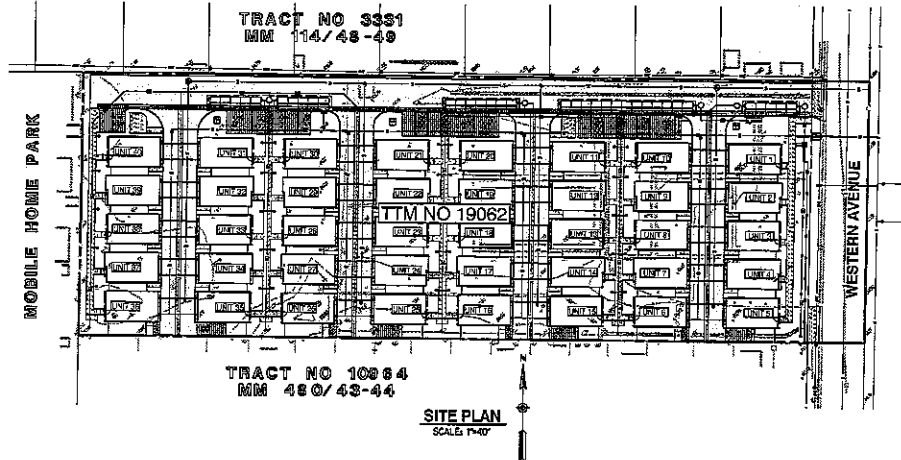
LEGEND

- PROJECT BOUNDARY
- RIGHT-OF-WAY
- PROPOSED EASEMENT
- CENTER LINE
- PROPOSED WATER
- PROPOSED WATER SERVICE LATERAL
- PROPOSED SEWER
- PROPOSED SEWER SERVICE LATERAL
- PROPOSED STORM DRAIN
- PROPOSED CONTOUR
- PROPOSED FENCE LINE
- PROPOSED CURB
- PROPOSED CONCRETE
- PROPOSED PRE-CAST
- PROPOSED POROUS CONCRETE
- PROPOSED ASPHALT CONCRETE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED BACKFLOW PREVENTER
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER CLEANOUT
- PROPOSED TRANSFORMER
- PROPOSED AREA DRAIN
- PROPOSED UNDERGROUND INFILTRATION CHAMBERS
- PROPOSED CURB INLET
- EXISTING WATER
- EXISTING SEWER
- EXISTING STORM DRAIN
- EXISTING DRAIN
- EXISTING ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE LINE
- EXISTING MAJOR CONTOUR

SHEET INDEX

- 1. T1 - TITLE SHEET
- 2. C1 - SITE PLAN
- 3. C2 - GRADING
- 4. C3 - UTILITIES
- 5. C4 - SECTION
- 6. C5 - OPEN SPACE AREA
- 7. L1 - OVERALL CONCEPT PLAN
- 8. L2 - TYPICAL UNIT ENLARGEMENTS
- 9. A1 - PLAN 1 - FRONT ELEVATIONS
- 10. A2 - PLAN 1 - FLOOR PLANS 'A'
- 11. A3 - PLAN 1 - FLOOR PLANS 'B'
- 12. A4 - PLAN 1 - FLOOR PLANS 'C'
- 13. A5 - PLAN 1 - 'A' ELEVATIONS
- 14. A6 - PLAN 1 - 'B' ELEVATIONS
- 15. A7 - PLAN 1 - 'C' ELEVATIONS
- 16. A8 - PLAN 2 - FRONT ELEVATIONS
- 17. A9 - PLAN 2 - FLOOR PLANS 'A'
- 18. A10 - PLAN 2 - FLOOR PLANS 'B'
- 19. A11 - PLAN 2 - FLOOR PLANS 'C'
- 20. A12 - PLAN 2 - 'A' ELEVATIONS
- 21. A13 - PLAN 2 - 'B' ELEVATIONS
- 22. A14 - PLAN 2 - 'C' ELEVATIONS
- 23. A15 - PLAN 2 - ENLARGED ELEVATIONS

DATE: 1-14-20



RECORD OWNER

LIGHTHOUSE COMMUNITY CHURCH OF THE NAZARENE, A CORPORATION.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 4 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE WESTWEST QUARTER OF SECTION 23, TOWNSHIP 19 S, RANGE 11 W, IN THE RANCHO LOS COCHES, AS SHOWN ON A MAP RECORDED IN BOOK 87, PAGE 111, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SKIMWAY AND WIFE, RECORDED APRIL 8, 1953, IN BOOK 248, PAGE 99, OFFICIAL RECORDS, EXCEPT THE SOUTH 145.00 FEET THEREOF.

APN: 079-371-17

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN TWO HORIZONTAL CONTROL STATION QPS 3730 AND QPS STATION 3615 BEING SOUTH 0°20'47" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

DATUM STATEMENT:
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, 12017.50 EPOCH DCS QPS ADJUSTMENT.

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99999125. AVERAGE ELEVATION ABOVE MEAN SEA LEVEL = 60'. SCALED ABOUT 1" = 1 DCS 3730

BENCHMARK

BENCH MARK:
ORANGE COUNTY VERTICAL CONTROL
BM 147-1-68
ELEVATION 55.20 (NAVD83) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM PHOTODRAMETRIC METHODS AND ENHANCED BY GROUND SURVEY IN APRIL 19, 2019.

UTILITIES

WATER: GOLDEN STATE WATER COMPANY
SEWER: CITY OF STANTON
STORM DRAIN: CITY OF STANTON
GAS: SCL GAS COMPANY
ELECTRICAL: SOUTHERN CALIFORNIA EDISON
CABLE: AT&T CALIFORNIA

FLOOD ZONE DESIGNATION

ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06050001174 DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOODS AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

EASEMENT NOTES

① WESTERLY 10 FEET OF WESTERN AVENUE
AN EASEMENT FOR STREET, UTILITY & INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON PER BOOK 7653, PAGE 486, OF OFFICIAL RECORDS.

SITE SUMMARY

SITE ADDRESS: 10871 WESTERN AVENUE, STANTON, CA 90680

ASSESSOR PARCEL NO. (APN): 079-371-17

LAND USE: EXISTING: COMMUNITY CHURCH
PROPOSED: SINGLE FAMILY DETACHED CONDOMINIUMS

ZONING: EXISTING: RH (HIGH DENSITY RESIDENTIAL)
PROPOSED: RH (HIGH DENSITY RESIDENTIAL)

GENERAL PLAN: EXISTING: HIGH DENSITY RESIDENTIAL
PROPOSED: HIGH DENSITY RESIDENTIAL

NO. OF LOTS: EXISTING: 1
PROPOSED: 1

SITE AREA: GROSS: 2.35 ACRES (102,333 SF)
NET: 2.18 ACRES (94,347 SF)

PROPOSED DWELLING UNITS: 40

DENSITY: GROSS: 17 DU/AC
NET: 18 DU/AC

STRUCTURE AREA: 30,660 SF / MAX. ALLOWED: 65% / ACTUAL: 33%

IMPERVIOUS AREA: 66,480 SF / MAX. ALLOWED: 70% / ACTUAL: 70%

PARKING

REQUIRED:
- 185 SPACES (4 SPACES PER DWELLING UNIT)
- 16 SPACES DEDICATED PER GUEST PARKING

PROVIDED:
- GARAGE: 8 1/2 SP/BU X 24 UNITS = 48 SPACES
- CASAGE: 250 SF/UNIT
- GUEST
TOTAL PROVIDED = 122 SPACES
= 2.05 SP/BU

OPEN SPACE

REQUIRED:
COMMUN: 5% OF TOTAL AREA = 4,747 SF (94,347 SF X 0.05)
PRIVATE: 250 SF/UNIT

PROVIDED:
COMMUN: 1,454 SF (5% OF TOTAL SITE AREA)
PRIVATE: 32 UNITS @ 165 SF
4 UNITS @ 265 SF
4 UNITS @ 145 SF

BUILDING INFORMATION

OCCUPANCY CLASSIFICATION:

1ST FLOOR: U & R-3

2ND FLOOR: R-3

3RD FLOOR: R-3

CONSTRUCTION TYPE: TYPE VB

FIRE SPRINKLER SYSTEM: NFPA 13-D (REQUIRED)

MAXIMUM HEIGHT: 40 FEET

NUMBER OF STORIES: 3 STORIES

FLOOR AREA:

PLAN 1: 1ST FLOOR = 151

2ND FLOOR = 819

3RD FLOOR = 771

TOTAL = 1,741 SQUARE FEET

PLAN 2: 1ST FLOOR = 346

2ND FLOOR = 815

3RD FLOOR = 771

TOTAL = 1,931 SQUARE FEET

REVISIONS

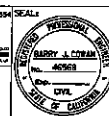
| NO. | DATE | DESCRIPTION | APP. |
|-----|----------|---------------|------|
| 1 | 10/31/19 | 1ST SUBMITTAL | |
| 2 | 01/14/20 | 2ND SUBMITTAL | |

REFERENCES



34 DISCOVERY, SUITE 240
IRVINE, CA 92618
949-464707

J-8958 SCALE



DEVELOPER:



KB HOME COASTAL
8915 AGRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92151
CONTACT: KURT BAUSBACK
TEL: (602) 877-6262

TENTATIVE TRACT MAP 19062
PRECISE PLAN OF DEVELOPMENT

CITY OF STANTON

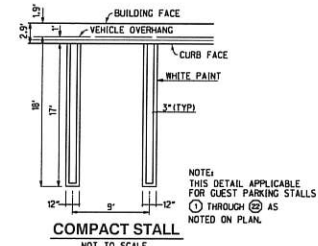
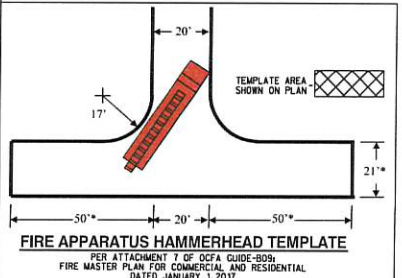
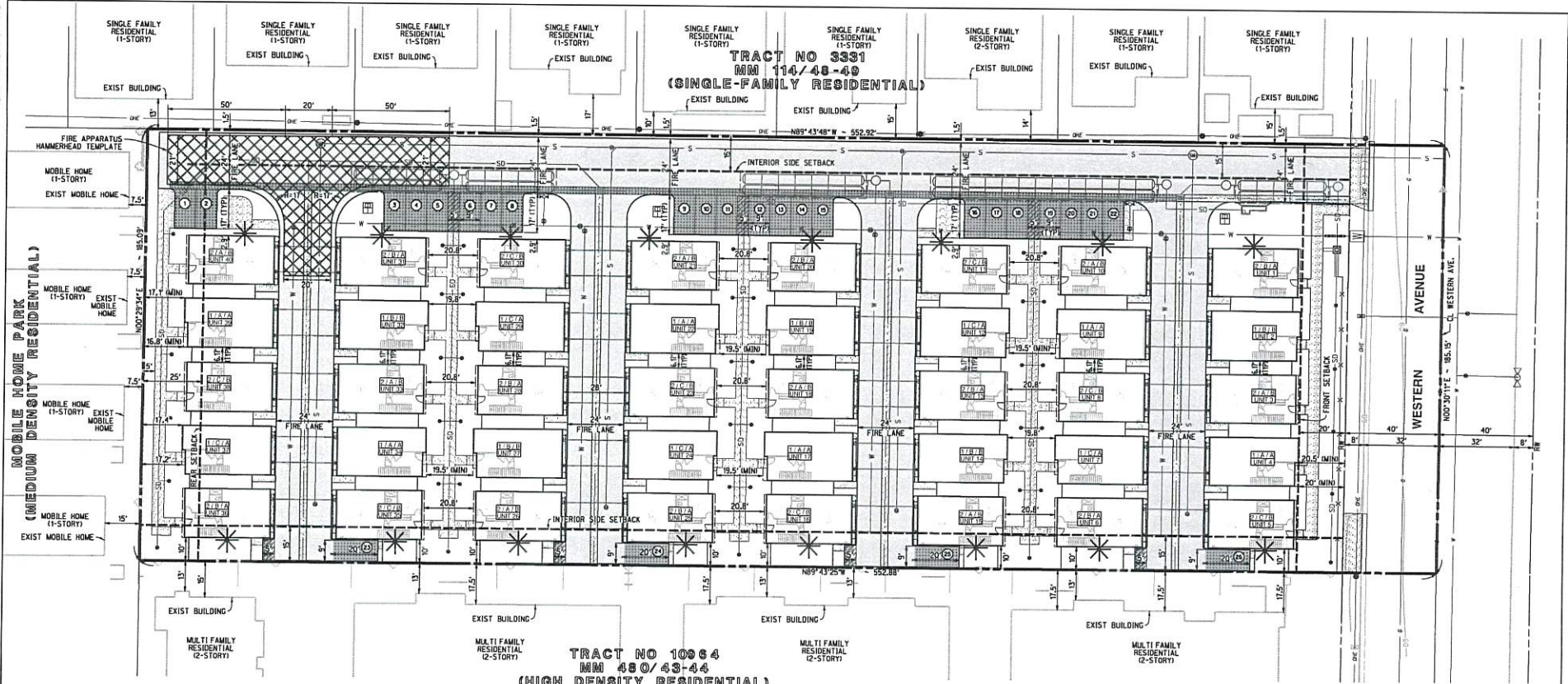
10871 WESTERN AVENUE, STANTON, CA

PUBLIC WORKS

SHEET 1 OF 23

PRELIMINARY

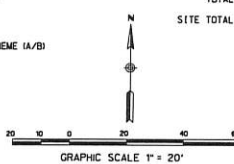
NOT FOR CONSTRUCTION



- GENERAL NOTES**
- ALL ON-SITE STREETS SHALL BE PRIVATE.
 - ALL ON-SITE STREETS SHALL BE DESIGNATED FIRE LANES.
 - ON-SITE CURB SHALL BE PAINTED RED WITH MARKINGS PER OCA STANDARDS EXCEPT WHERE PARKING SPACE IS SHOWN.
 - ON-SITE PARKING STALL CURBS SHALL BE PAINTED GREEN WITH CURB MARKINGS WITH THE WORDING "GUEST PARKING ONLY" OR SIMILAR TO INDICATE DESIGNATED GUEST PARKING STALL.
 - BUILDING OUTLINES ON ADJACENT PROPERTIES WERE GENERATED BY TRACING ROOF LINES FROM AERIAL IMAGE BY NEARMAP DATED JUNE 26, 2019. LOCATIONS ARE APPROXIMATE.

- LEGEND**
- TRACT BOUNDARY
 - REQUIRED SETBACK
 - PROPOSED CONCRETE
 - PROPOSED PRE-CAST POROUS CONCRETE
 - PROPOSED ASPHALT CONCRETE
 - UNIT NUMBER
 - UNIT DESCRIPTION
 - PLAN 11/2
 - ELEVATION (A/B/C)
 - GUEST PARKING STALL
 - ENHANCED SIDE ELEVATION
 - FIRE APPARATUS HAMMERHEAD TURNAROUND AREA

- UNIT COUNT**
- PLAN 1A - 6 UNITS
 - PLAN 1B - 5 UNITS
 - PLAN 1C - 5 UNITS
 - TOTAL - 15 UNITS
 - PLAN 2A - 8 UNITS
 - PLAN 2B - 8 UNITS
 - PLAN 2C - 8 UNITS
 - TOTAL - 24 UNITS
 - SITE TOTAL - 40 UNITS



| REVISIONS | | | |
|-----------|----------|---------------|------|
| NO. | DATE | DESCRIPTION | APP. |
| 1 | 10/31/19 | 1ST SUBMITTAL | |
| 2 | 01/14/20 | 2ND SUBMITTAL | |

| REFERENCES | |
|------------|--|
| | |

RICK
ENGINEERING COMPANY
18354-02_111419.dwg
11-14-2020 11:11

PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, P.E. *C46568

DATE

DEVELOPER:
kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

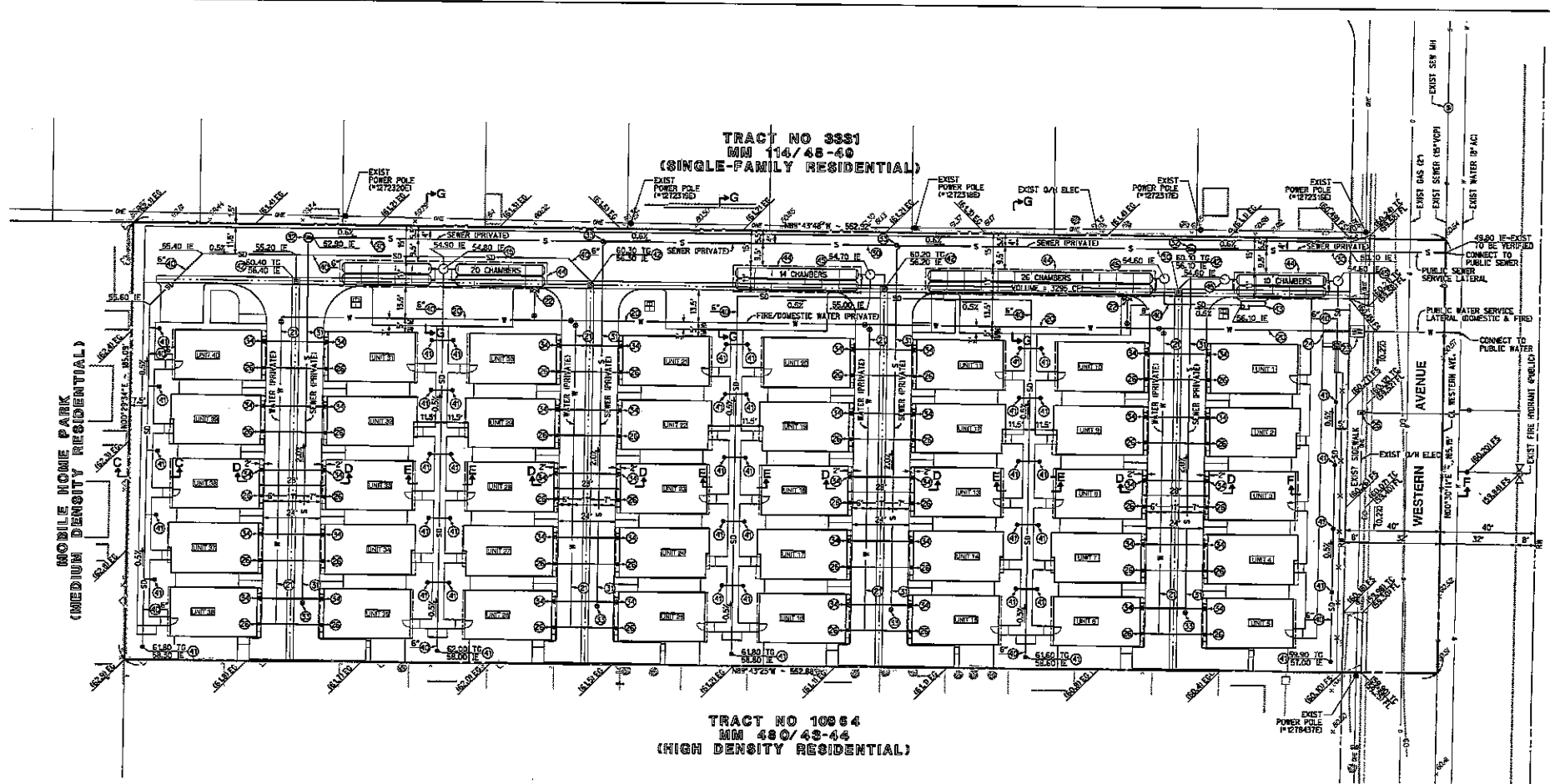
TENTATIVE TRACT MAP 19062
PRECISE PLAN OF DEVELOPMENT
SITE PLAN
10871 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
PUBLIC WORKS

DATE: 1-14-20

C1
SHEET 2 OF 23

PRELIMINARY
NOT FOR CONSTRUCTION





WATER CONSTRUCTION NOTES

1. CONSTRUCT 6" PVC 1500 PSI FIRE/DOMESTIC WATER LINE (PRIVATE).
2. CONSTRUCT 4" COPPER FIRE/DOMESTIC WATER LINE (PRIVATE).
3. CONSTRUCT FIRE HYDRANT (PRIVATE) PER CSWC STD DWG NO P-8.
4. 6" METAL WITH BYPASS PER CSWC STD DWG NO P-30.
5. 6" BACKFLOW ASSEMBLY PER CSWC STD DWG NO P-30.
6. EXISTING WATER METER AND SERVICE LATERAL TO BE USED FOR ON-SITE IRRIGATION SERVICE.
7. DOMESTIC SUB-METER PER CSWC STD DWG NO P-26.

SEWER CONSTRUCTION NOTES

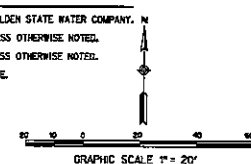
1. CONSTRUCT 6" PVC CSFR-351 SEWER LINE.
2. CONSTRUCT 4" PVC CSFR-200 SEWER LINE.
3. CONSTRUCT PRECAST SEWER MANHOLE PER SPPWC STD 200-3.
4. CONSTRUCT SEWER CLEAN OUT.
5. CONSTRUCT 4" SEWER LATERAL PER SPPWC STD PLAN 222-Z.

STORM DRAIN CONSTRUCTION NOTES

1. CONSTRUCT PVC STORM DRAIN PIPE, SIZE PER PLAN.
2. CONSTRUCT 8" LANDSCAPE AREA DRAIN.
3. CONSTRUCT GRATE INLET.
4. CONSTRUCT CURB OPENING CATCH BASIN (8" x 10") SPPWC STD PLAN 300-3.
5. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM (STORMWATER SC-140).
6. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM INLET STRUCTURE.

GENERAL NOTES

1. SOURCE OF WATER SUPPLY SHALL BE GOLDEN STATE WATER COMPANY.
2. ON-SITE WATER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
3. ON-SITE SEWER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
4. ON-SITE STORM DRAIN SHALL BE PRIVATE.



DATE: 1-14-20

| REVISIONS | | | APP. |
|-----------|----------|---------------|------|
| NO. | DATE | DESCRIPTION | |
| 1 | 10/31/19 | 1ST SUBMITTAL | |
| 2 | 01/14/20 | 2ND SUBMITTAL | |

| REFERENCES | |
|-----------------------------------------------------------------|---------------|
| 3A DISCOVERY, SUITE 240 BURLINGAME, CA 94010 949-666-0707 | 4-10654 SEALA |
| PREPARED UNDER THE DIRECTION OF: BARRY J. CORAN, RICE #C6858 | DATE |

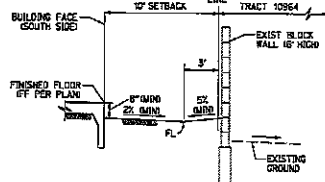
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ENGINEERING COMPANY
3A DISCOVERY, SUITE 240
BURLINGAME, CA 94010
949-666-0707
PREPARED UNDER THE DIRECTION OF:
BARRY J. CORAN, RICE #C6858

SEAL
BARRY J. CORAN
RICE #C6858
DIV.
CITY OF STANTON

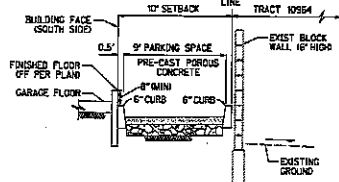
kb HOME
KB HOME COASTAL
895 MIRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92151
CONTACT: NIKI BAUSBACK
TEL: (619) 477-4262

TENTATIVE TRACT MAP 19062
PRECISE PLAN OF DEVELOPMENT UTILITIES
10871 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
PUBLIC WORKS
SHEET 4 OF 23
C3

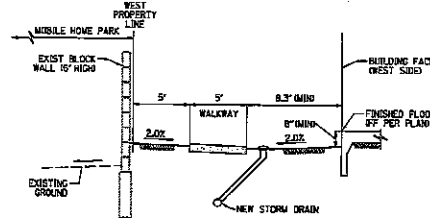
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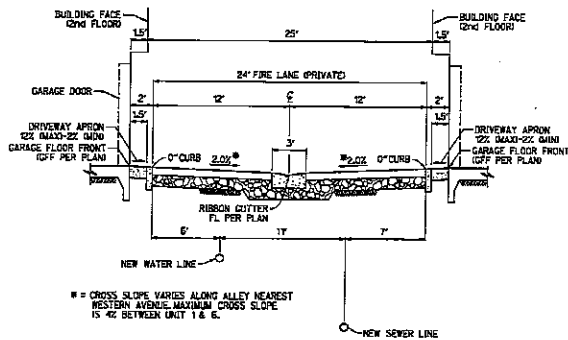
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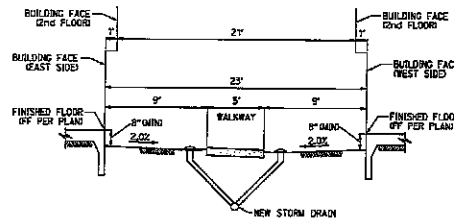
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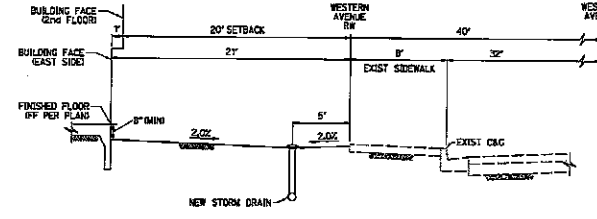
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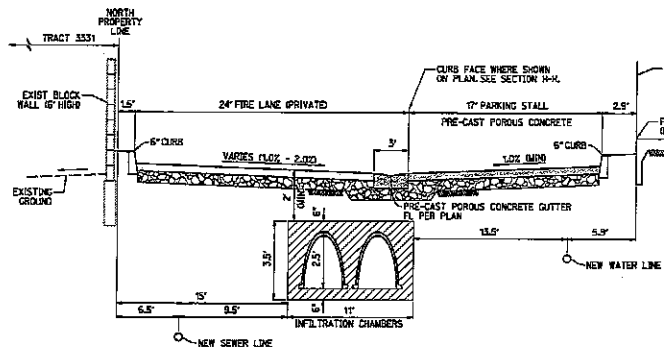
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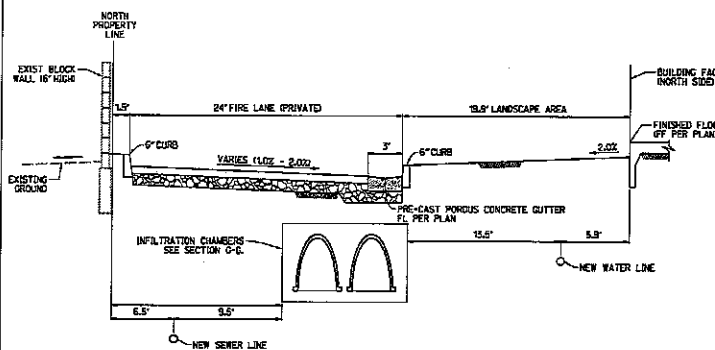
SECTION E-E
NOT TO SCALE



SECTION F-F
NOT TO SCALE



SECTION G-G
NOT TO SCALE



SECTION H-H
NOT TO SCALE

DATE: 1-14-20

| REVISIONS | | | | REFERENCES | |
|-----------|----------|---------------|------|------------|--|
| NO. | DATE | DESCRIPTION | APP. | | |
| 1 | 12/11/19 | 1ST SUBMITTAL | | | |
| 2 | 01/14/20 | 2ND SUBMITTAL | | | |
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RICK
ENGINEERING COMPANY
34 DISCOVERY, SUITE 240
IRVINE, CA 92618
949-447-0777

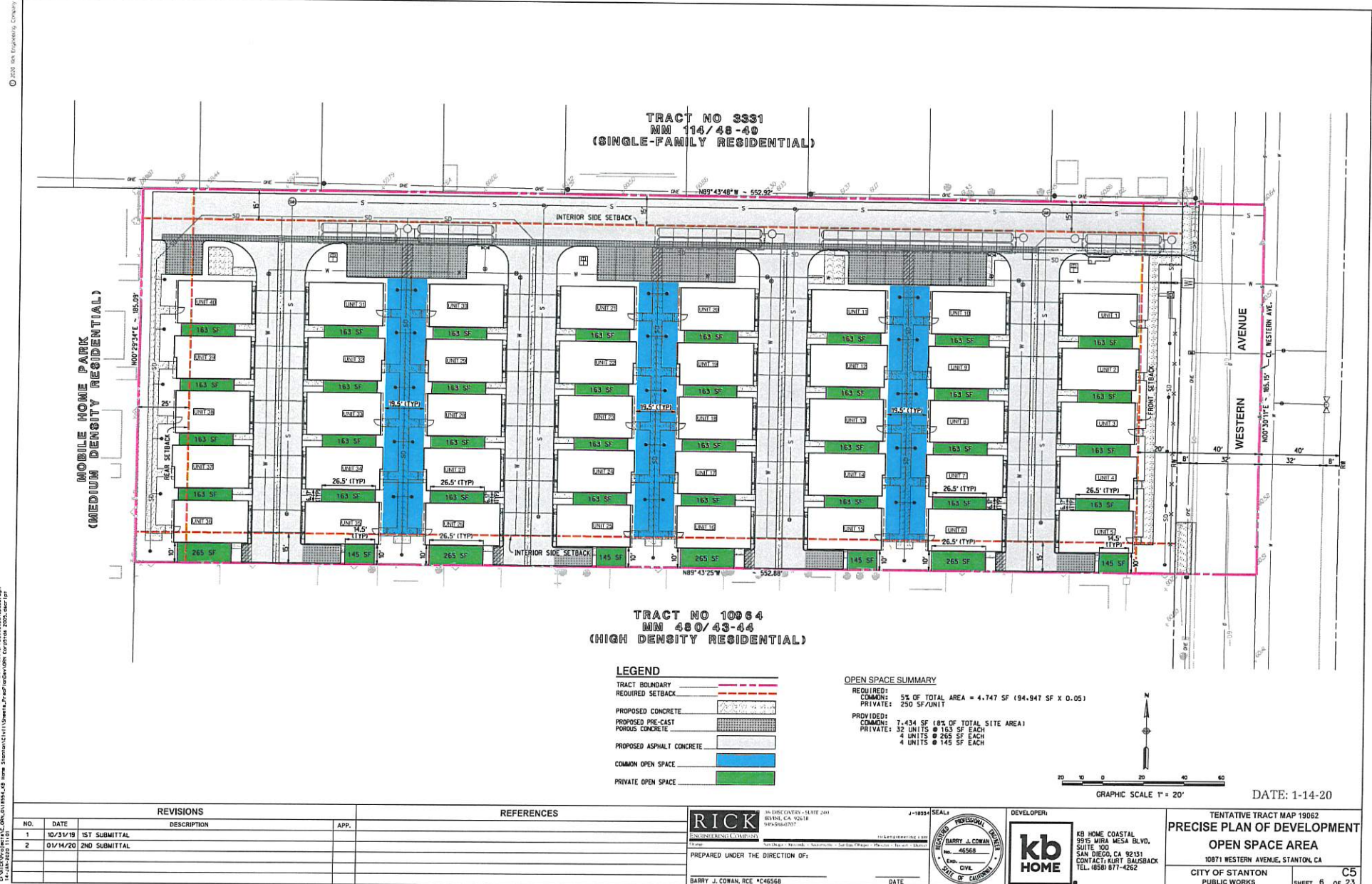
PREPARED UNDER THE DIRECTION OF:
BARRY J. COVAIN, P.E. #C45550

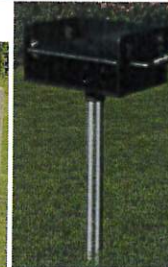
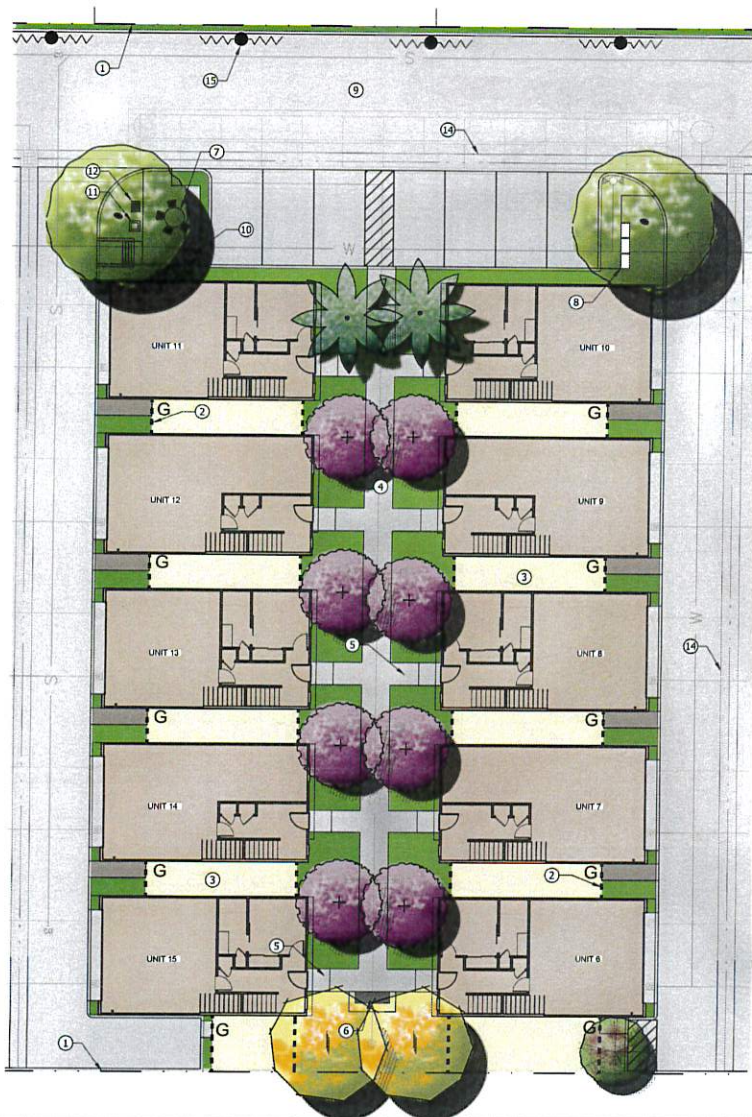
DEVELOPER:
kb HOME
KB HOME COASTAL
3915 MIRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUERBACK
TEL: 619-817-4262

TENTATIVE TRACT MAP 19062
PRECISE PLAN OF DEVELOPMENT
SECTIONS
10571 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
PUBLIC WORKS

SHEET **5** OF **24**
C4

PRELIMINARY
NOT FOR CONSTRUCTION





SITE FEATURES KEY

- ① EXISTING BLOCK WALL TO REMAIN - TYP. SYM
- ② 6' HT TAN VINYL FENCE WITH GATE - TYP. SYM
- ③ PRIVATE HOMEOWNER SIDE YARD - TYP.
- ④ 5' PRODUCTION CONCRETE WALKWAY - TYP.
- ⑤ 4' ENTRY WALKWAY - TYP.
- ⑥ DECORATIVE 6' BENCH - TYP. SYM.
- ⑦ ADA PICNIC TABLE - TYP. SYM.
- ⑧ CLUSTER MAILBOX UNITS (CBU-16(2), CBU-8(1)) - TYP. SYM
- ⑨ ASPHALT CONCRETE DRIVEWAY - TYP.
- ⑩ DECORATIVE TRASH RECEPTACLE - TYP. SYM.
- ⑪ SQUARE CONCRETE HOT ASH RECEPTACLE - TYP. SYM.
- ⑫ ADA INGROUND MOUNT PEDESTAL BBQ ITEM - TYP. SYM.
- ⑬ DOG VALET STATION - TYP. SYM.
- ⑭ STREET GUTTER - TYP.
- ⑮ VINES TO SCREEN EXISTING MASONRY WALLS - TYP.



ENTRANCE MONUMENT

SCALE: 3/8" = 1' 0"



SCALE - 1" = 10'-0"



| REVISIONS | | |
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| NO. | DATE | DESCRIPTION |
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| REFERENCES | |
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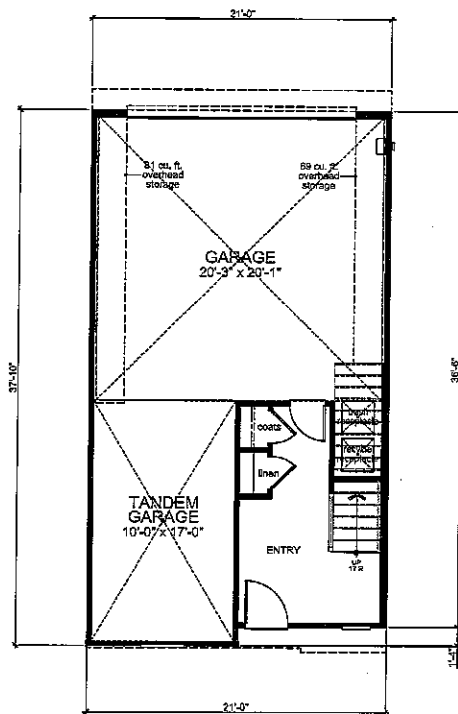
WDC
 WELLAND-CORSON GROUP, INC.
 LANDSCAPE ARCHITECTS
 PREPARED UNDER THE DIRECTION OF:
 KIM T. LONGRO, LLA #5508



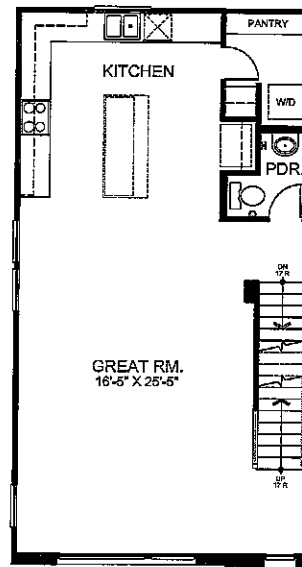
DEVELOPER:
kb HOME
 KB HOME COASTAL
 9915 MIRA MESA BLVD, STE 100
 SAN DIEGO, CA 92131
 CONTACT: KURT BAUSBACK
 TEL. (619) 877-4262

TENTATIVE TRACT MAP 19082
LANDSCAPE PLANS
TYPICAL UNIT ENLARGEMENTS
 10871 WESTERN AVENUE, STANTON, CA
 CITY OF STANTON
 PUBLIC WORKS

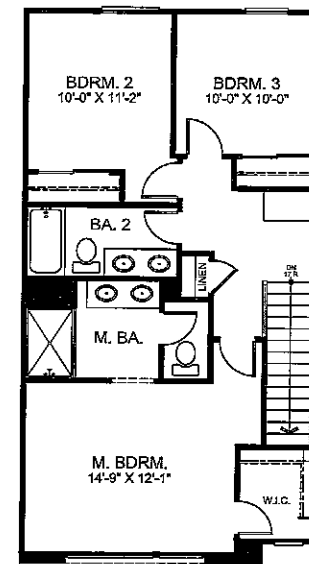
L-2
SHEET B OF 23



First Floor Plan 'A'




Second Floor Plan 'A'

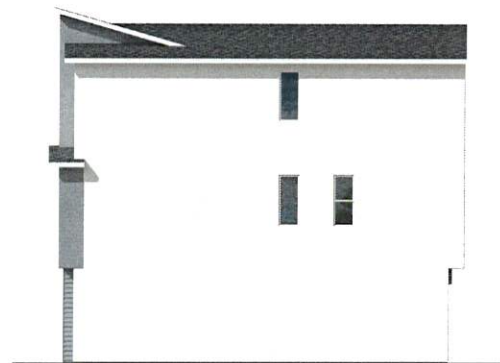
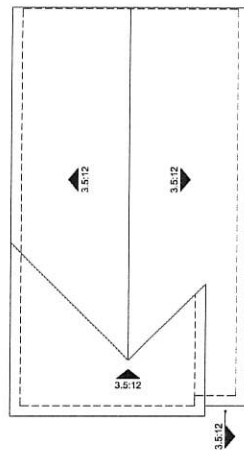
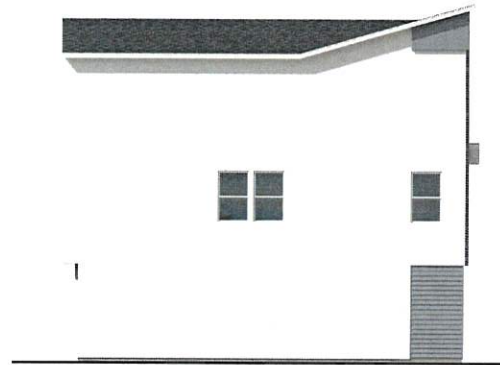



Third Floor Plan 'A'

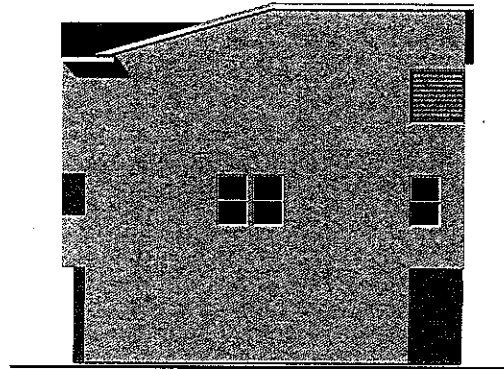
| SQUARE FOOTAGE | | | |
|-------------------|-----------------|---------|--|
| PLAN 1 - 32171 | | | |
| FIRST FLOOR AREA | BA | 50. FT. | |
| SECOND FLOOR AREA | BA | 50. FT. | |
| THIRD FLOOR AREA | BA | 50. FT. | |
| TOTAL AREA | FT ² | 50. FT. | |

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

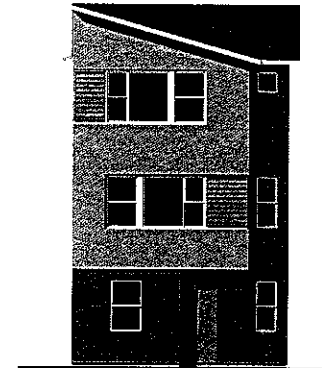
| REVISIONS | | | | REFERENCES | | SEAL | DEVELOPER | TENTATIVE TRACT MAP 18062 | |
|-----------|------|-------------|------|------------|--|----------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------------|
| NO. | DATE | DESCRIPTION | APP. | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | PREPARED UNDER THE DIRECTION OF: |  | KB HOME COASTAL 2915 MESA MESA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (606) 577-4282 | PLAN 1 - FLOOR PLANS 'A' |
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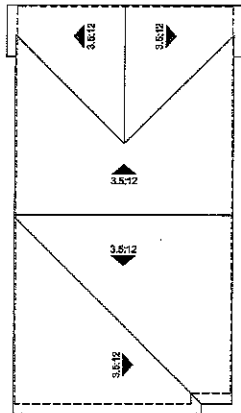
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| REVISIONS | | | | REFERENCES | | | | SEAL: | | DEVELOPER: | | TENTATIVE TRACT MAP 19082 | |
| NO. | DATE | DESCRIPTION | APP. | | | | | PREPARED UNDER THE DIRECTION OF: | |  KB HOME COASTAL 9915 MIRA MESA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (656) 877-4282 | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | | | | | | | PLAN 1 - 'A' ELEVATIONS | |
| | | | | | | | | | | | | 10871 WESTERN AVENUE, STANTON, CA | |
| | | | | | | | | | | | | CITY OF STANTON | |
| | | | | | | | | | | | | PUBLIC WORKS | |
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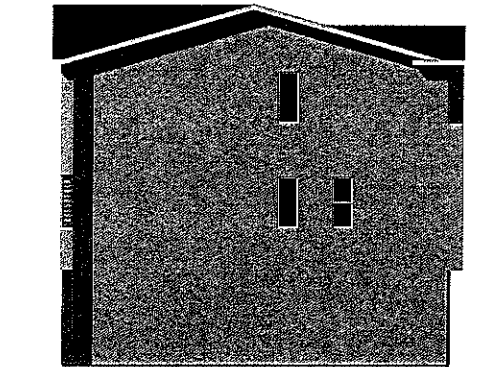
Left Elevation 'B'



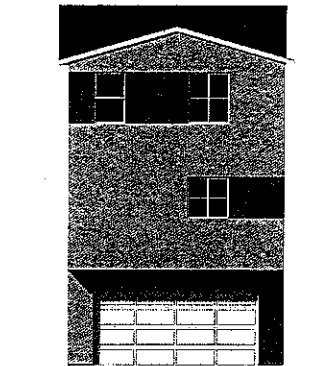
Front Elevation 'B'



Roof Plan 'B'

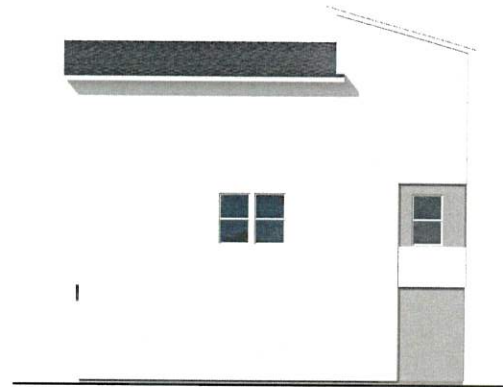


Right Elevation 'B'



Rear Elevation 'B'

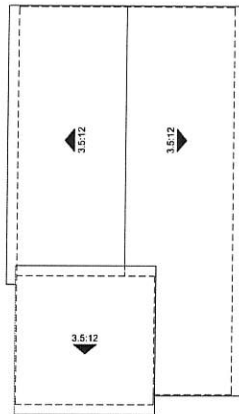
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|-----------|------|-------------|------|------------|--|------|--|-----------|--|-----------------------------------|----------------|
| NO. | DATE | DESCRIPTION | APP. | | | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | | | | | PLAN 1 - 'B' ELEVATIONS | |
| | | | | | | | | | | 10871 WESTERN AVENUE, STANTON, CA | |
| | | | | | | | | | | CITY OF STANTON | A6 |
| | | | | | | | | | | PUBLIC WORKS | SHEET 14 OF 23 |



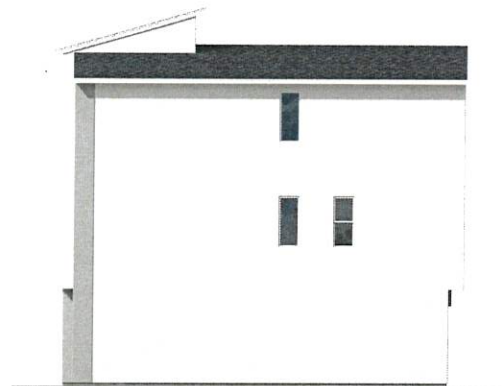
Left Elevation 'C'



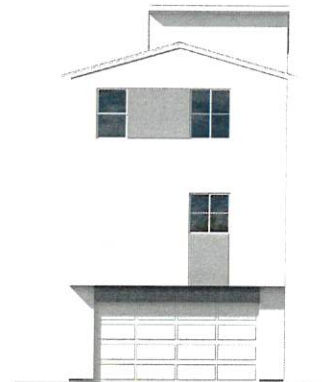
Front Elevation 'C'




Roof Plan 'C'



Right Elevation 'C'

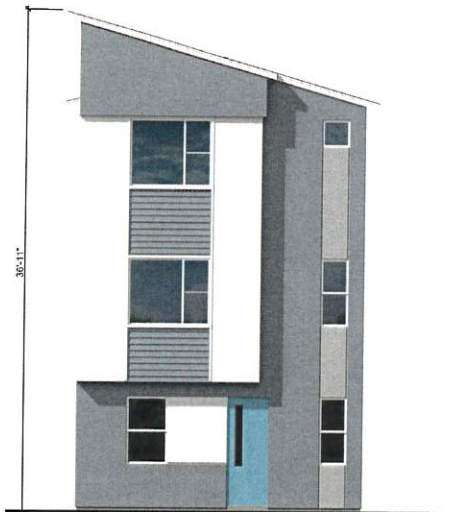


Rear Elevation 'C'

| REVISIONS | | | | REFERENCES | | SEAL: | DEVELOPER: | TENTATIVE TRACT MAP 19062 | |
|-----------|------|-------------|------|------------|--|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--|
| NO. | DATE | DESCRIPTION | APP. | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | |  | KB HOME COASTAL 9915 MIRA MESA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4282 | PLAN 1 - 'C' ELEVATIONS | |
| | | | | | | | | 10871 WESTERN AVENUE, STANTON, CA | |
| | | | | | | | | CITY OF STANTON | |
| | | | | | | | | PUBLIC WORKS | |
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| | | | | | | | | SHEET 15 OF 23 | |



Elevation 'A'



Elevation 'B'



Elevation 'C'

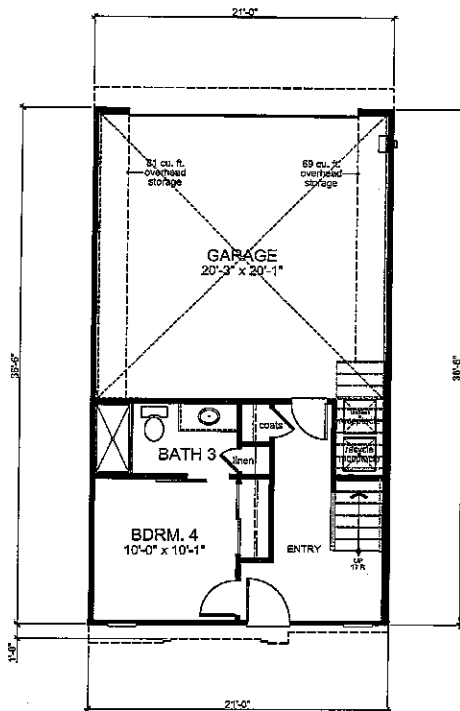
| REVISIONS | | | | REFERENCES | | SEAL: | DEVELOPER: | TENTATIVE TRACT MAP 19062 PRECISE PLAN OF DEVELOPMENT PLAN 2 - FRONT ELEVATIONS 10871 WESTERN AVENUE, STANTON, CA CITY OF STANTON PUBLIC WORKS | A8 SHEET 16 OF 23 |
|-----------|------|-------------|------|------------|--|-------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| NO. | DATE | DESCRIPTION | APP. | | | | | | |
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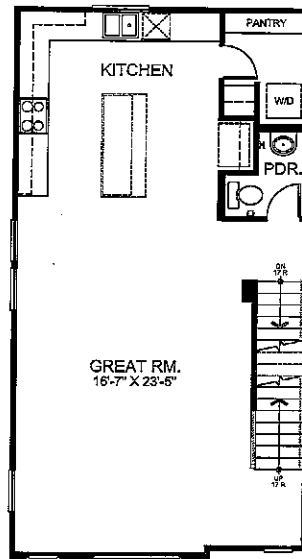


KB HOME COASTAL
9015 MIRIA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL: (858) 877-4282

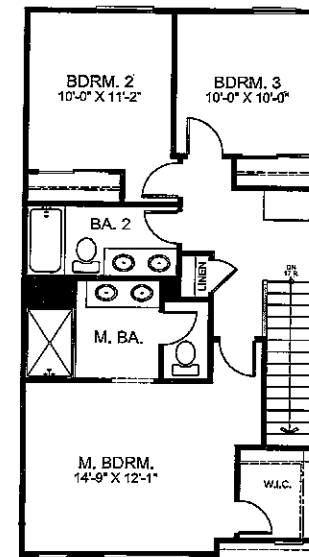
A8
SHEET 16 OF 23



First Floor Plan 'A'




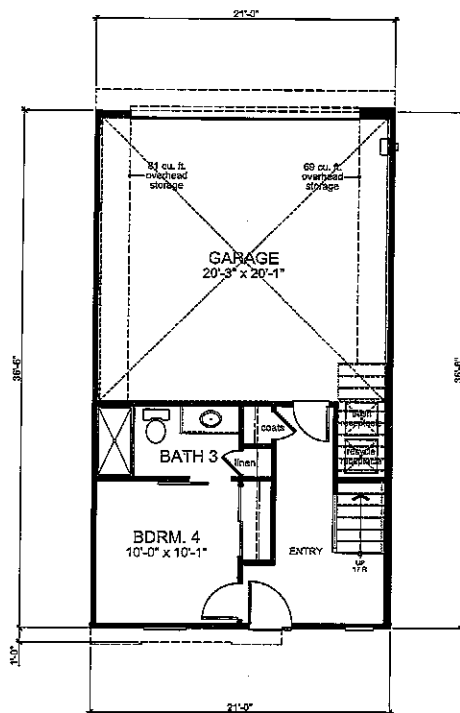
Second Floor Plan 'A'



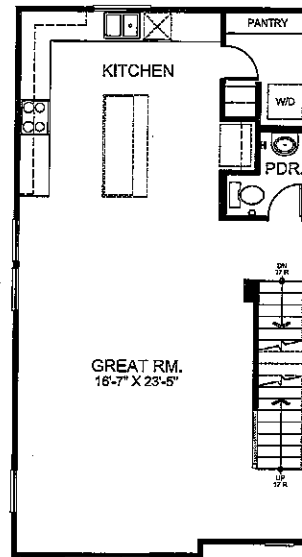
Third Floor Plan 'A'

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

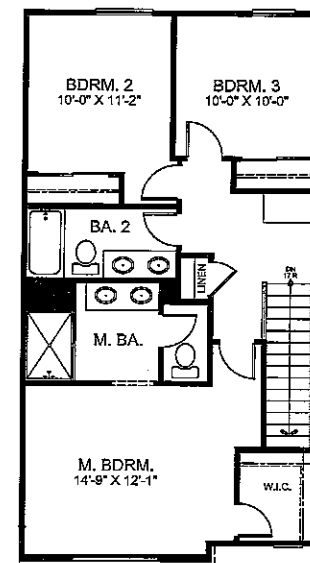
| REVISIONS | | | | REFERENCES | | SEAL | DEVELOPER | TENTATIVE TRACT MAP 19062 | |
|-----------|------|-------------|------|------------|--|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--|
| NO. | DATE | DESCRIPTION | APP. | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | PREPARED UNDER THE DIRECTION OF: |  <div>KB HOME COASTAL 3915 MIRA MESA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT SAUSMAK TEL: (619) 877-4262</div> | PLAN 2 - FLOOR PLANS 'A' | |
| | | | | | | | | 10871 WESTERN AVENUE, STANTON, CA | |
| | | | | | | | | CITY OF STANTON | |
| | | | | | | | | A9 | |
| | | | | | | | | SHEET 17 OF 23 | |



First Floor Plan 'B'




Second Floor Plan 'B'

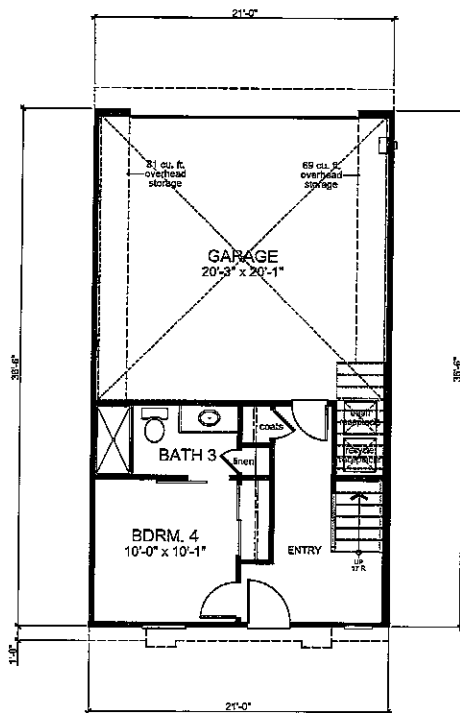


Third Floor Plan 'B'

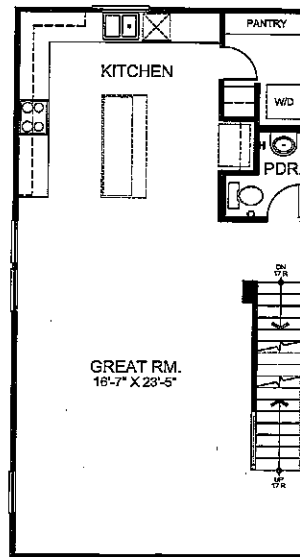
| SQUARE FOOTAGE | | |
|-------------------|-------|---------|
| PLAN 2 - 321,000 | | |
| FIRST FLOOR AREA | 846 | SQ. FT. |
| SECOND FLOOR AREA | 269 | SQ. FT. |
| THIRD FLOOR AREA | 171 | SQ. FT. |
| TOTAL AREA | 1,486 | SQ. FT. |

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

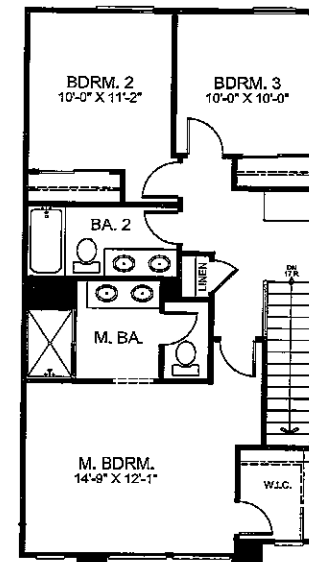
| REVISIONS | | | | REFERENCES | | SEAL | DEVELOPER | TENTATIVE TRACT MAP 19062 | |
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| NO. | DATE | DESCRIPTION | APP. | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | PREPARED UNDER THE DIRECTION OF: |  | KB HOME COASTAL 3915 MIRA MESA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (619) 677-4282 | 10871 WESTERN AVENUE, STANTON, CA |
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First Floor Plan 'C'




Second Floor Plan 'C'



Third Floor Plan 'C'

| SQUARE FOOTAGE | | | |
|-------------------|------|---------|--|
| PLAN 2 - 321031 | | | |
| FIRST FLOOR AREA | 946 | SQ. FT. | |
| SECOND FLOOR AREA | 819 | SQ. FT. | |
| THIRD FLOOR AREA | 771 | SQ. FT. | |
| TOTAL AREA | 1536 | SQ. FT. | |

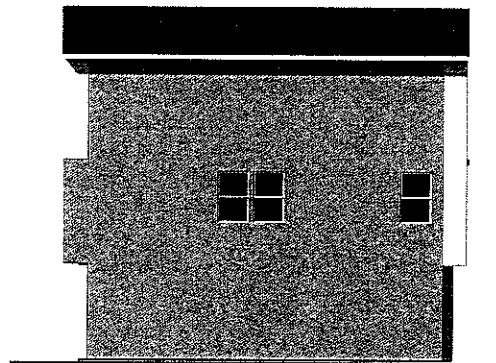
*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

| REVISIONS | | | | REFERENCES | | SEAL | DEVELOPER | TENTATIVE TRACT MAP 19052 PRECISE PLAN OF DEVELOPMENT PLAN 2 - FLOOR PLANS 'C' 10971 WESTERN AVENUE, STANTON, CA | CITY OF STANTON PUBLIC WORKS | A11 SHEET 19 OF 23 |
|-----------|------|-------------|------|------------|--|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------|
| NO. | DATE | DESCRIPTION | APP. | | | | | | | |
| | | | | | | PREPARED UNDER THE DIRECTION OF: _____ _____ |  KB HOME COASTAL 8910 MIRLA MEZA BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAHRSSACK TEL: (619) 577-4262 | | | |
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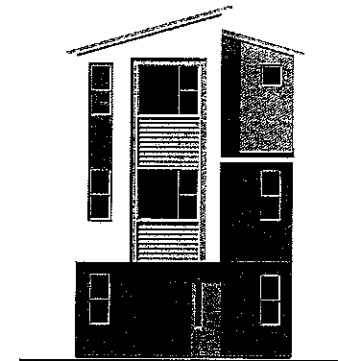


KB HOME COASTAL
9915 MIRA MESA BLVD. STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBAUGH
TEL. (619) 577-4262

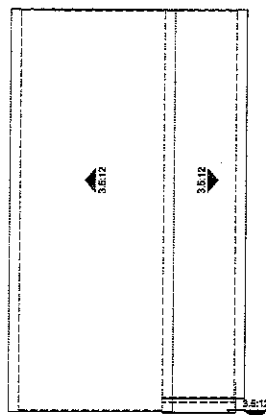
10371 WESTERN AVENUE, STANTON, CA



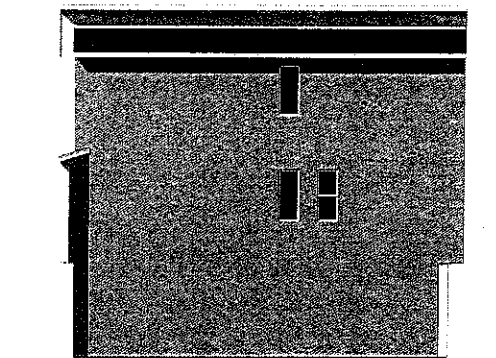
Left Elevation 'A'



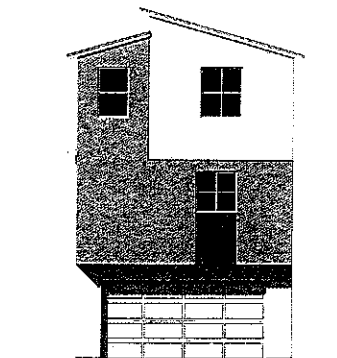
Front Elevation 'A'



Roof Plan 'A'

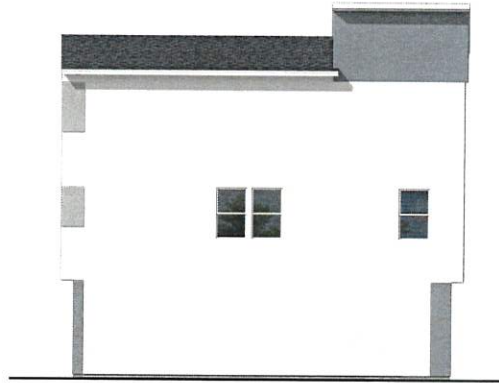


Right Elevation 'A'



Rear Elevation 'A'

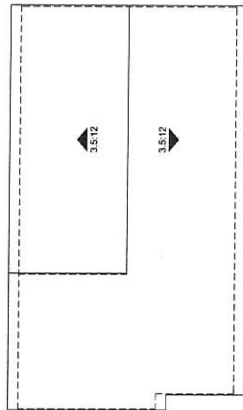
[illegible]



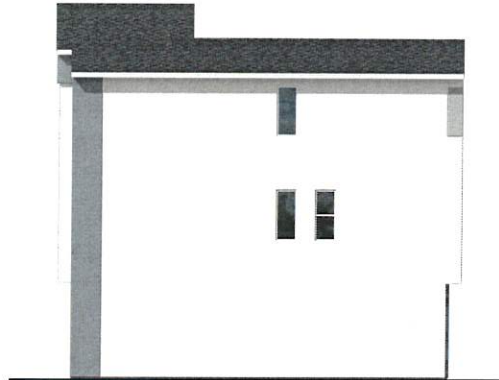
Left Elevation 'B'



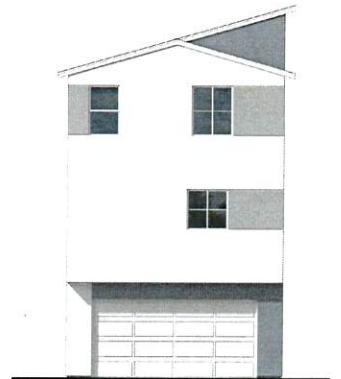
Front Elevation 'B'



Roof Plan 'B'

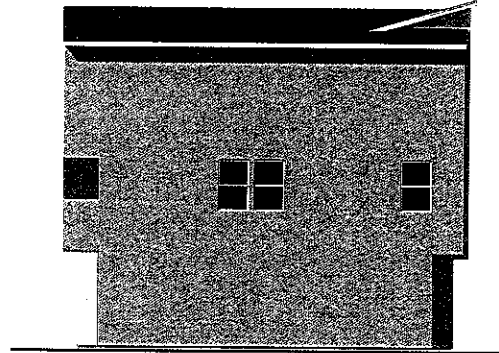


Right Elevation 'B'

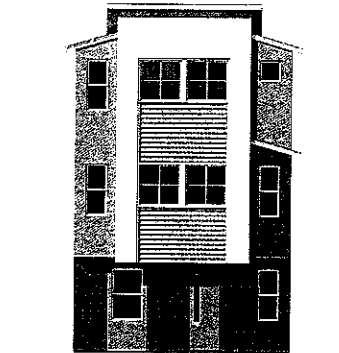


Rear Elevation 'B'

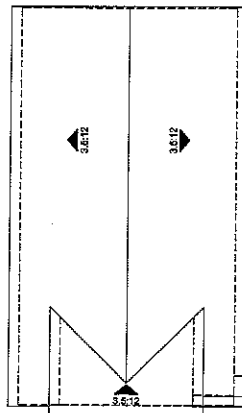
| REVISIONS | | | | REFERENCES | | SEAL: | DEVELOPER: | TENTATIVE TRACT MAP 19062 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'B' ELEVATIONS 10871 WESTERN AVENUE, STANTON, CA CITY OF STANTON PUBLIC WORKS | A13 SHEET 21 OF 23 |
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| NO. | DATE | DESCRIPTION | APP. | | | | | | |
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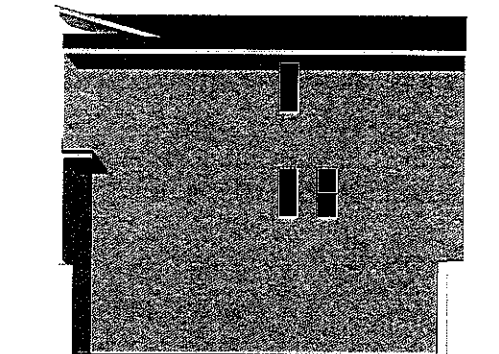
Left Elevation 'C'



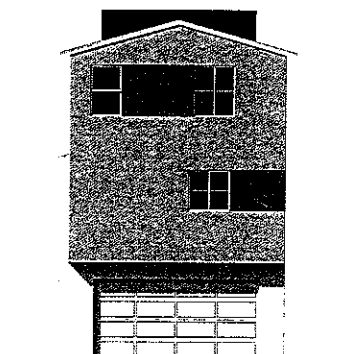
Front Elevation 'C'



Roof Plan 'C'

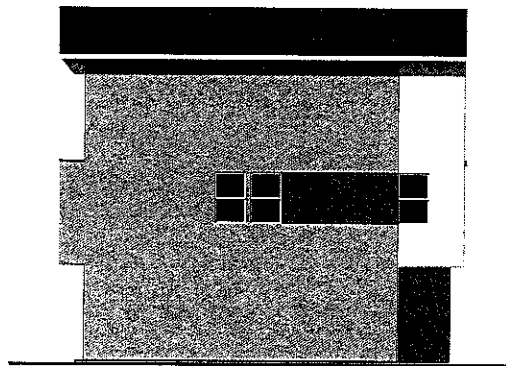


Right Elevation 'C'

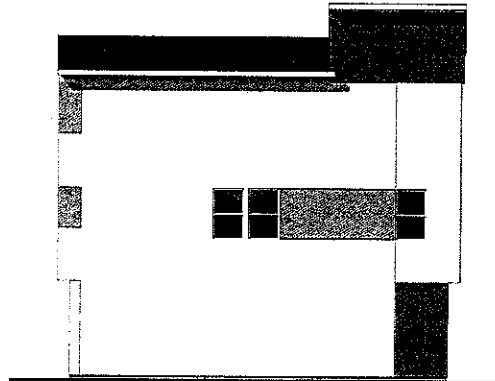


Rear Elevation 'C'

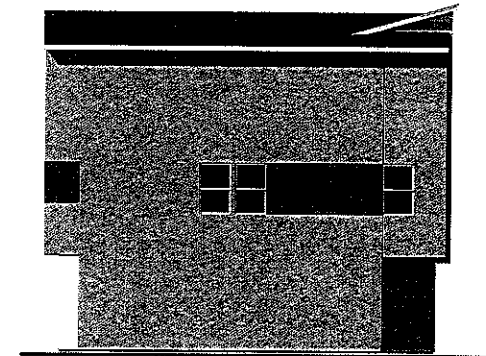
| REVISIONS | | | REFERENCES | | SEAL | DEVELOPER | <p>TENTATIVE TRACT MAP 19062</p> <p>PRECISE PLAN OF DEVELOPMENT</p> <p>PLAN 2 - 'C' ELEVATIONS</p> <p>10871 WESTERN AVENUE, STANTON, CA</p> <p>CITY OF STANTON PUBLIC WORKS</p> |
|-----------|------|-------------|------------|--|------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NO. | DATE | DESCRIPTION | APP. | | | | |
| | | | | | <p>PREPARED UNDER THE DIRECTION OF:</p> <p>_____</p> | <p>kb HOME</p> <p>KB HOME COASTAL 9915 MIRAMAR BLVD, STE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL: (650) 677-4262</p> | <p>A14</p> <p>SHEET 22 OF 23</p> |
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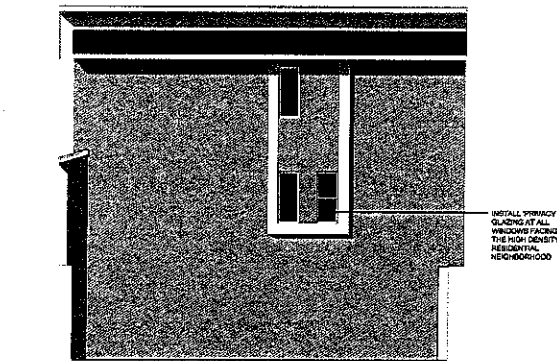
Enhanced Left Elevation 'A'



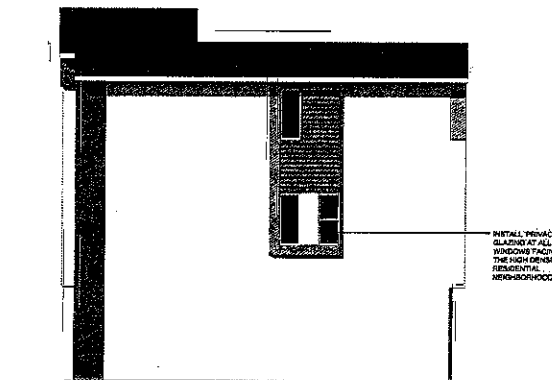
Enhanced Left Elevation 'B'



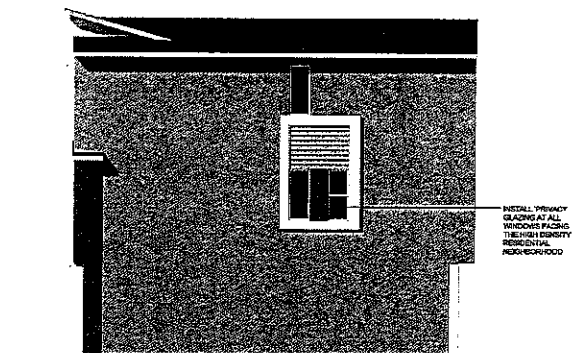
Enhanced Left Elevation 'C'



Enhanced Right Elevation 'A'



Enhanced Right Elevation 'B'



Enhanced Right Elevation 'C'

| REVISIONS | | | | REFERENCES | | SEAL: | DEVELOPER: | TENTATIVE TRACT MAP 19862 | |
|-----------|------|-------------|------|------------|--|-------|------------|-----------------------------------|--|
| NO. | DATE | DESCRIPTION | APP. | | | | | PRECISE PLAN OF DEVELOPMENT | |
| | | | | | | | | PLAN 2 - ENHANCED SIDES | |
| | | | | | | | | 10671 WESTERN AVENUE, STANTON, CA | |
| | | | | | | | | CITY OF STANTON | |
| | | | | | | | | PUBLIC WORKS | |
| | | | | | | | | A15 | |
| | | | | | | | | SHEET 23 OF 23 | |



KB HOME COASTAL
3915 MESA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT SAUSBAUGH
TEL: (658) 877-4252

PREPARED UNDER THE DIRECTION OF:

TENTATIVE TRACT MAP NO. 19062 FOR CONDOMINIUM PURPOSES FOR PLANNED RESIDENTIAL DEVELOPMENT PURPOSES

KB HOME - LIGHTHOUSE
APN 079-371-17
CITY OF STANTON

RECORD OWNER

LIGHTHOUSE COMMUNITY CHURCH OF THE NAZARENE, A CORPORATION.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 8 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS CERRITOS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 111, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SHAWNEY AND WIFE, RECORDED APRIL 6, 1953, IN BOOK 2482, PAGE 99, OFFICIAL RECORDS, EXCEPT THE SOUTH 145.00 FEET THEREOF.

APN: 079-371-17

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN HORIZONTAL CONTROL STATION OPS 3130 AND OPS STATION 5619 BEING SOUTH 0°30'47" EAST FOR RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

DATUM STATEMENT:
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CORS83), ZONE 11, NAD83, (2011.750 EPOCH DCS OPS ADJUSTMENT).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.9999972. AVERAGE ELEVATION ABOVE MEAN SEA LEVEL = 60'. SCALED ABOUT PT #1 DCS 3130

BENCHMARK

BENCH MARK:
ORANGE COUNTY VERTICAL CONTROL,
BM # 16-74-69
ELEVATION 58-20 (NAVORS) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM PHOTODIAGRAMMETRIC METHODS AND ENHANCED BY GROUND SURVEY ON APRIL 19, 2019.

UTILITIES

WATER: GOLDEN STATE WATER COMPANY
SEWER: CITY OF STANTON
STORM DRAIN: CITY OF STANTON
GAS: SO CAL GAS COMPANY
ELECTRICAL: SOUTHERN CALIFORNIA EDISON
CABLE: AT&T CALIFORNIA

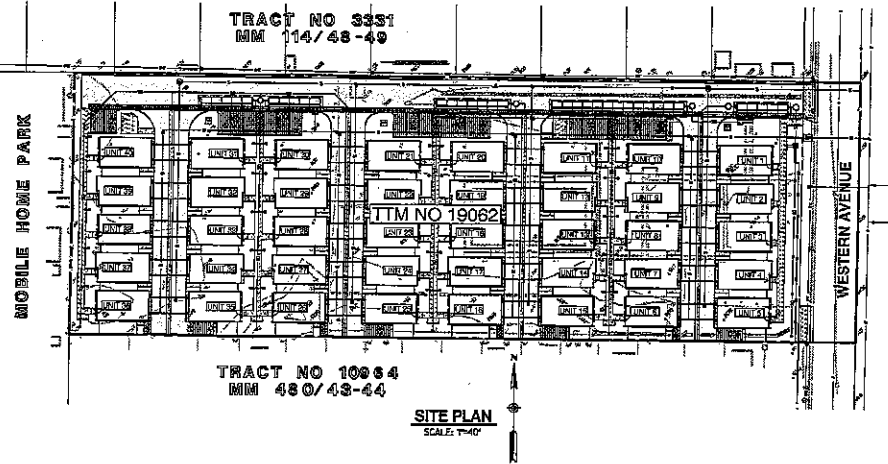
FLOOD ZONE DESIGNATION

ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06069C0117A DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

EASEMENT NOTES

① WESTERN 40 FEET OF WESTERN AVENUE:
AN EASEMENT FOR STREET, UTILITY & INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON PER BOOK 7863, PAGE 486, OF OFFICIAL RECORDS.

TRACT NO 3351
MM 114/48-49



TRACT NO 10064
MM 480/43-44

SITE PLAN
SCALE: 1"=40'

SITE SUMMARY

SITE ADDRESS: 10871 WESTERN AVENUE, STANTON, CA 92680

ASSESSOR PARCEL NO. (APN): 079-371-17

LAND USE: EXISTING: COMMUNITY CHURCH
PROPOSED: SINGLE FAMILY DETACHED CONDOMINIUMS

ZONING: EXISTING: RH (HIGH DENSITY RESIDENTIAL)
PROPOSED: RH (HIGH DENSITY RESIDENTIAL)

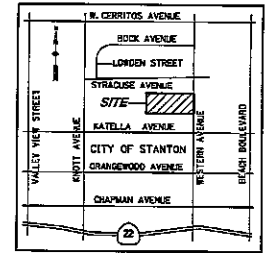
GENERAL PLANS: EXISTING: HIGH DENSITY RESIDENTIAL
PROPOSED: HIGH DENSITY RESIDENTIAL

NO. OF LOTS: EXISTING: 1
PROPOSED: 1

SITE AREA: GROSS: 2.35 ACRES (102,353 SF)
NET: 2.18 ACRES (94,947 SF)

PROPOSED DWELLING UNITS: 40

DENSITY: GROSS: 17 DU/AC
NET: 18 DU/AC



VICINITY MAP

LEGEND

- PROJECT BOUNDARY
- RIGHT-OF-WAY
- PROPOSED EASEMENT
- CENTER LINE
- PROPOSED WATER
- PROPOSED WATER SERVICE LATERAL
- PROPOSED SEWER
- PROPOSED SEWER SERVICE LATERAL
- PROPOSED STORM DRAIN
- PROPOSED FENCE LINE
- PROPOSED CURB
- PROPOSED CONCRETE
- PROPOSED PRE-CAST POROUS CONCRETE
- PROPOSED ASPHALT CONCRETE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- PROPOSED BACKFLOW PREVENTER
- PROPOSED SEWER MANHOLE
- PROPOSED SEWER CLEANOUT
- PROPOSED TRANSFORMER
- PROPOSED AREA DRAIN
- PROPOSED UNDERGROUND INFILTRATION CHAMBERS
- PROPOSED CURB INLET
- EXISTING WATER
- EXISTING SEWER
- EXISTING STORM DRAIN
- EXISTING GAS
- EXISTING ELECTRIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING FENCE LINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR

SHEET INDEX

- | SHEET | DESCRIPTION |
|-------|-------------|
| 1 | TITLE SHEET |
| 2 | GRADING |
| 3 | UTILITIES |
| 4 | SECTIONS |

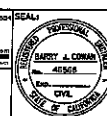
DATE: 1-14-20

| REVISIONS | | | |
|-----------|----------|---------------|------|
| NO. | DATE | DESCRIPTION | APP. |
| 1 | 06/15/19 | 1ST SUBMITTAL | |
| 2 | 05/14/20 | 2ND SUBMITTAL | |
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RICK
ENGINEERING COMPANY
34 DISCOVERY SUITE 240
IRVINE, CA 92618
949-884-0077

PREPARED UNDER THE DIRECTION OF:
BARRY J. CORAN, P.E. FORSESS

DATE: _____



kb
HOME

KB HOME COASTAL
3915 MIRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: ALBERT BAUSBACK
TEL: 619-617-6242

TENTATIVE TRACT MAP 19062

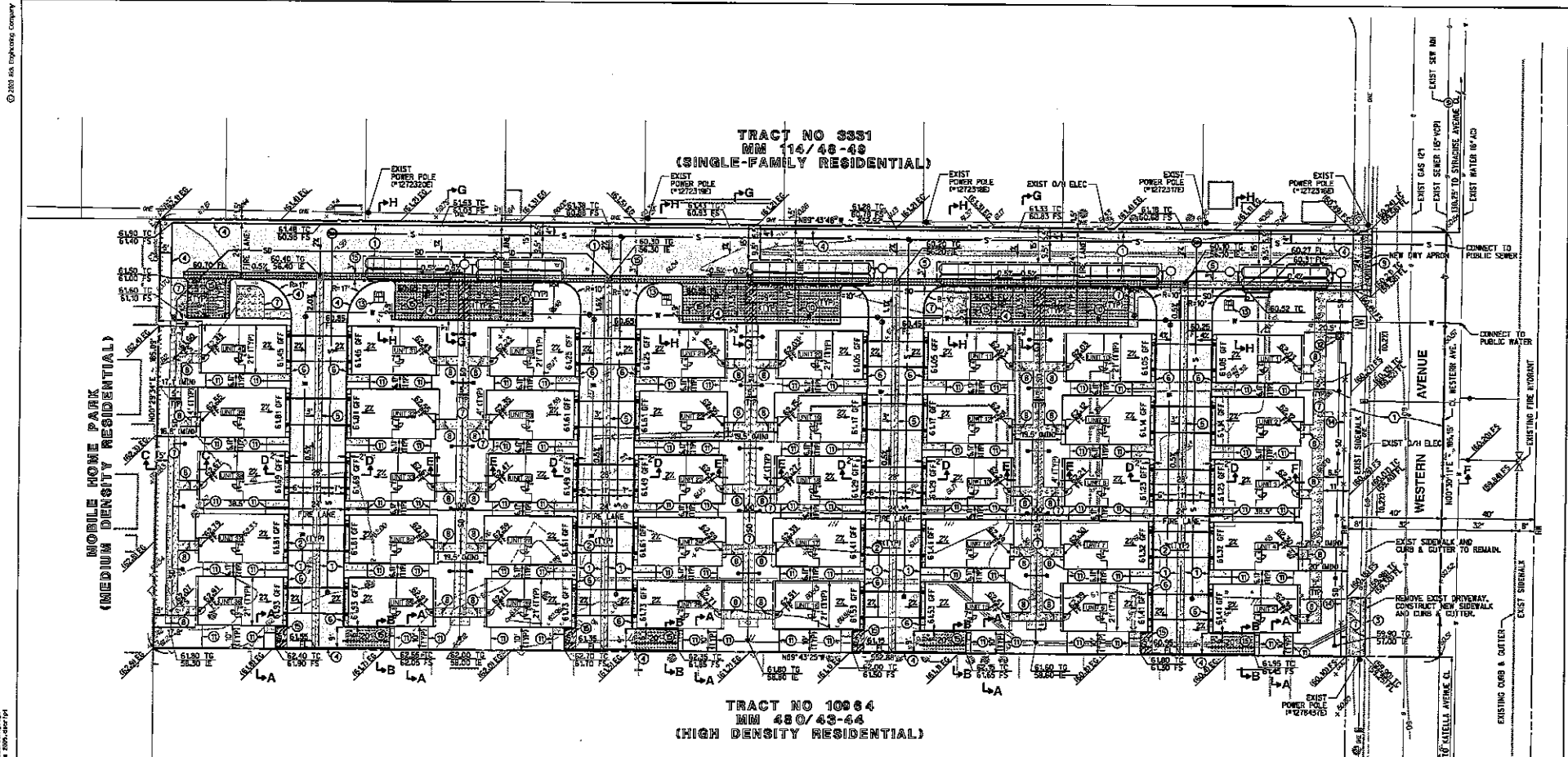
TITLE SHEET

10871 WESTERN AVENUE, STANTON, CA

CITY OF STANTON
COUNTY OF ORANGE

SHEET 1 OF 4

PRELIMINARY
NOT FOR CONSTRUCTION



EASEMENT NOTES

- WESTERLY 40' OF WESTERN AVENUE, AN EASEMENT FOR STREET, UTILITY & INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON PER BOOK 7863, PAGE 486, OF OFFICIAL RECORDS.

GRADING CONSTRUCTION NOTES

- CONSTRUCT 3" AC OVER 4" AS PAVEMENT STRUCTURAL SECTION.
- CONSTRUCT 5" PCC OVER 4" AS PAVEMENT STRUCTURAL SECTION.
- CONSTRUCT 6" CURB & GUTTER (TYPE A2-B) PER SPPWC STD 120-2 IN 15%.
- CONSTRUCT 6" PCC CURB (TYPE A1-B) PER SPPWC STD 120-2.
- CONSTRUCT 3" WIDE PCC ROSSON GUTTER PER SPPWC STD PLAN 122-2.
- CONSTRUCT 6" PCC CURB (TYPE A1-B) PER SPPWC STD 120-2.
- CONSTRUCT 4" THICK PCC CONCRETE SIDEWALK (WIDTH PER PLAN).
- 4" HIGH STEP IN WALKWAY.
- CONSTRUCT DRIVEWAY APPROACH (TYPE B) PER SPPWC STD 110-2.
- PAINT PARKING STALL STRIPING.
- 6" HIGH VINYL FENCING PER LANDSCAPE ARCHITECT'S PLAN.
- MONUMENT WALL PER LANDSCAPE ARCHITECT'S PLAN.
- TRANSFORMER PAD LOCATION.
- CONTEMPORARY HORIZONTAL FENCE PER LANDSCAPE ARCHITECT'S PLAN.
- PRE-CAST POROUS CONCRETE PANELS (STORMCURETE OR APPROVED EQUAL).

GENERAL NOTES

- ALL ON-SITE STREETS SHALL BE PRIVATE.
- ALL ON-SITE STREETS SHALL BE DESIGNATED FIRE LANES.
- ON-SITE CURB SHALL BE PAINTED RED WITH MARKINGS PER OCA STANDARDS EXCEPT WHERE PARKING SPACE IN SHOWN.

| REVISIONS | | |
|-----------|----------|---------------|
| NO. | DATE | DESCRIPTION |
| 1 | 10/15/19 | 1ST SUBMITTAL |
| 2 | 07/14/20 | 2ND SUBMITTAL |
| | | |
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RICK
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714-380-0007
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PREPARED UNDER THE DIRECTION OF:
BARRY J. CONNOR, RCE #C45568

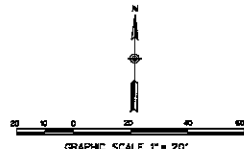
SEAL: **BARRY J. CONNOR**
No. 46550
Exp. 12/31/2027
CIVIL
DATE: _____

kb HOME
KB HOME COASTAL
3910 VISTA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: HART BAUSCHACK
TEL: (619) 471-4262

TENTATIVE TRACT MAP 19062

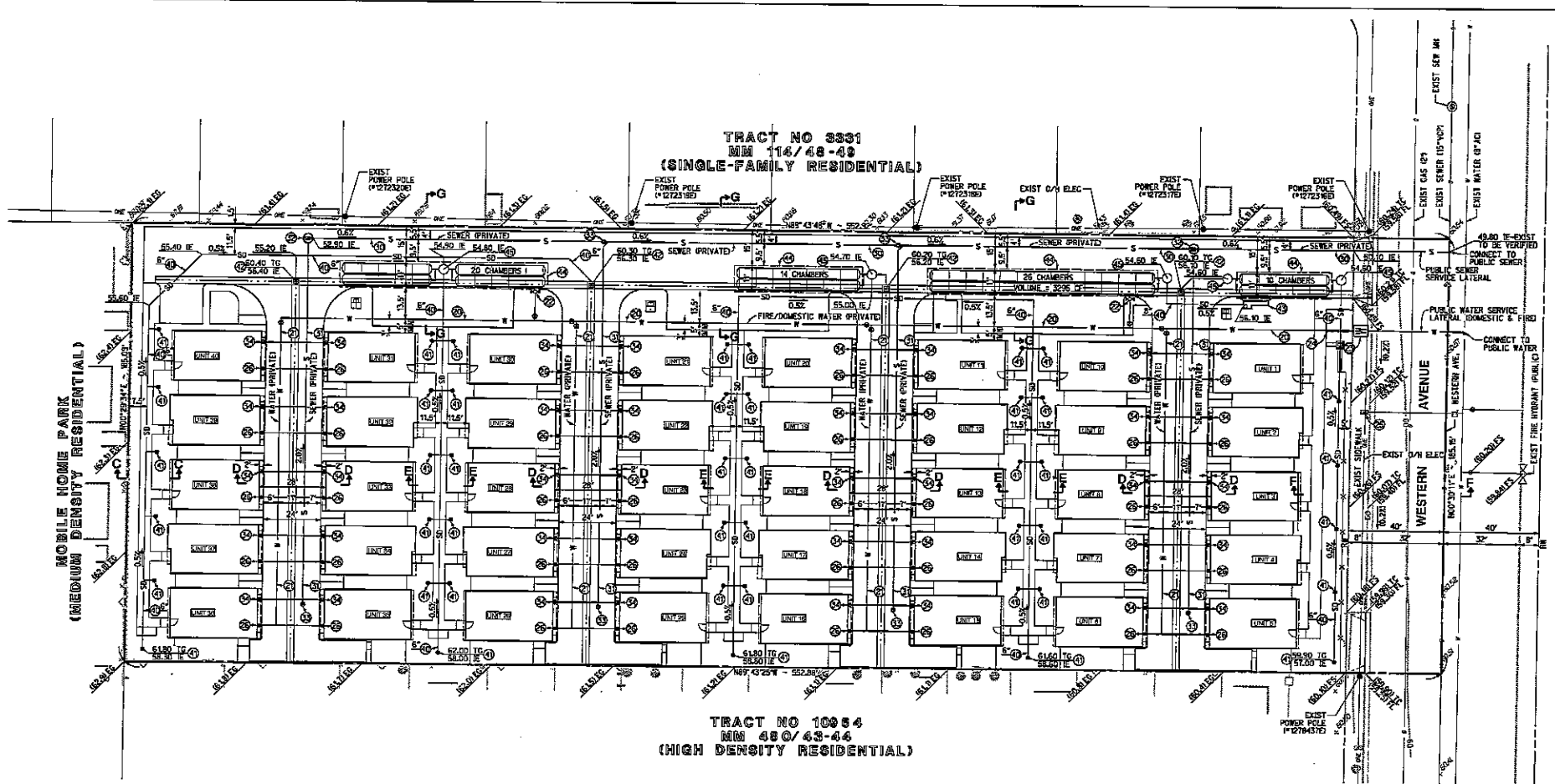
GRADING
10871 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
COUNTY OF ORANGE

SHEET **2** OF **4**



DATE: 1-14-20

PRELIMINARY
NOT FOR CONSTRUCTION



WATER CONSTRUCTION NOTES

1. CONSTRUCT 6" PVC (SDR35) FIRE/DOMESTIC WATER LINE (PRIVATE).
2. CONSTRUCT 4" COPPER FIRE/DOMESTIC WATER LINE (PRIVATE).
3. CONSTRUCT FIRE HYDRANT (PRIVATE) PER CDMG STD DNG NO P-8.
4. 6" METER WITH BYPASS PER CDMG STD DNG NO P-20.
5. 6" BACKFLOW ASSEMBLY PER CDMG STD DNG NO P-20.
6. EXISTING WATER METER AND SERVICE LATERAL TO BE USED FOR ON-SITE IRRIGATION SERVICE.
7. DOMESTIC SUB-METER PER CDMG STD DNG NO P-20.

SEWER CONSTRUCTION NOTES

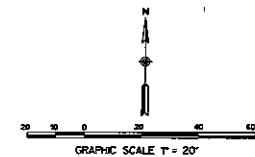
1. CONSTRUCT 6" PVC (SDR35) SEWER LINE.
2. CONSTRUCT 4" PVC (SDR35) SEWER LINE.
3. CONSTRUCT PRECAST SEWER MANHOLE PER SPPMC STD 200-3.
4. CONSTRUCT SEWER CLEAN OUT.
5. CONSTRUCT 4" SEWER LATERAL PER SPPMC STD PLAN 222-2.

STORM DRAIN CONSTRUCTION NOTES

1. CONSTRUCT PVC STORM DRAIN PIPE SIZE PER PLAN.
2. CONSTRUCT 6" LANDSCAPE AREA DRAIN.
3. CONSTRUCT GRATE INLET.
4. CONSTRUCT CURB OPENING CATCH BASIN (10'x10') SPPMC STD PLAN 300-3.
5. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM (STORMTECH SC-140L).
6. CONSTRUCT UNDERGROUND INFILTRATION CHAMBER SYSTEM INLET STRUCTURE.

GENERAL NOTES

1. SOURCE OF WATER SUPPLY SHALL BE GOLDEN STATE WATER COMPANY.
2. ON-SITE WATER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
3. ON-SITE SEWER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
4. ON-SITE STORM DRAIN SHALL BE PRIVATE.



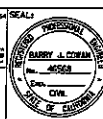
DATE: 1-14-20

| REVISIONS | | | |
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| NO. | DATE | DESCRIPTION | APP. |
| 1 | 12/31/19 | 1ST SUBMITTAL | |
| 2 | 01/14/20 | 2ND SUBMITTAL | |

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rck@rickeng.com
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PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, P.E. #45558

DATE: _____



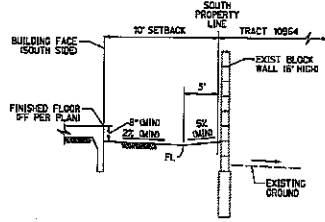
303 HOME COASTAL
303 HOME MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL: (619) 477-4262

TENTATIVE TRACT MAP 19062

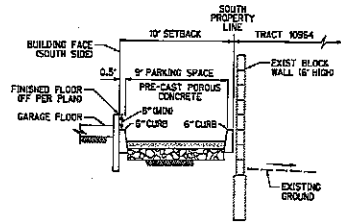
UTILITIES
10571 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
COUNTY OF ORANGE

SHEET 3 OF 4

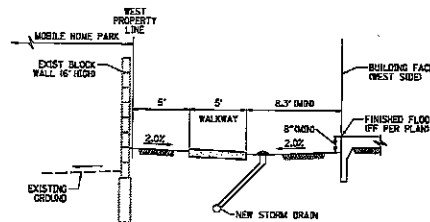
PRELIMINARY
NOT FOR CONSTRUCTION



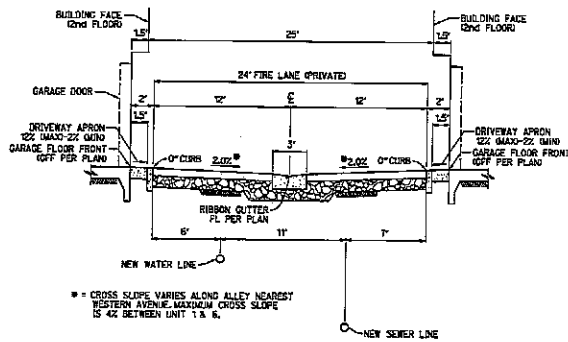
SECTION A-A
NOT TO SCALE



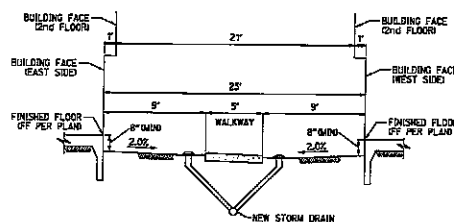
SECTION B-B
NOT TO SCALE



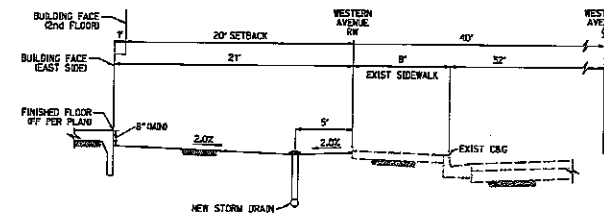
SECTION C-C
NOT TO SCALE



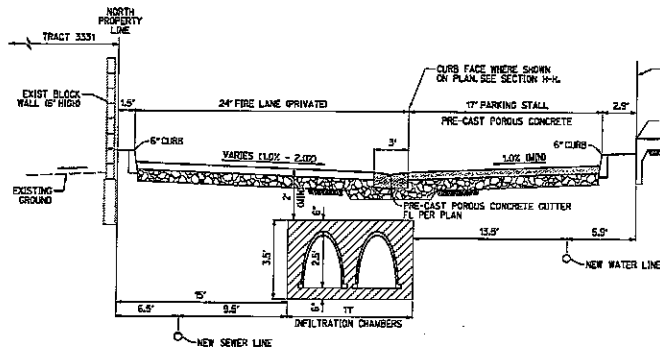
SECTION D-D
NOT TO SCALE



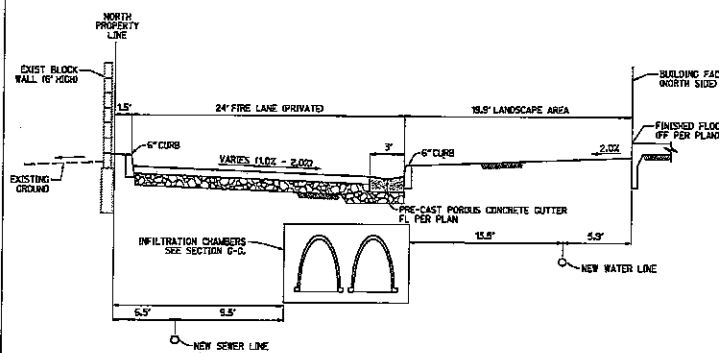
SECTION E-E
NOT TO SCALE



SECTION F-F
NOT TO SCALE



SECTION G-G
NOT TO SCALE



SECTION H-H
NOT TO SCALE

| REVISIONS | | | |
|-----------|----------|---------------|------|
| NO. | DATE | DESCRIPTION | APP. |
| 1 | 10/11/99 | 1ST SUBMITTAL | |
| 2 | 01/14/20 | 2ND SUBMITTAL | |
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RICK
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PREPARED UNDER THE DIRECTION OF:
BARRY J. CORNALL, P.E. #C45560

4-19154 SEAL
BARRY J. CORNALL
DATE

DEVELOPER
kb HOME
18 HOME COASTAL
3915 MIRA MESA BLVD.
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL: 619 517-4232

DATE: 1-14-20
TENTATIVE TRACT MAP 19062
SECTIONS
10871 WESTERN AVENUE, STANTON, CA
CITY OF STANTON
COUNTY OF ORANGE
SHEET 4 OF 4
PRELIMINARY
NOT FOR CONSTRUCTION



CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

November 26, 2019

Kurt Bausback
Director, Planning and Entitlements
KB Home Coastal
9915 Mira Mesa Blvd., Suite 100
San Diego, CA 92131

Subject: California Environmental Quality Act Class 32 Categorical Exemption (CE) Support Letter
for the Proposed Lighthouse Infill Residential Project

Dear Mr. Bausback:

LSA is pleased to submit this letter to KB Home Coastal in support of a Class 32 Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) for the proposed Lighthouse Infill Residential Project (project). The proposed project is located at 10871 Western Avenue in the City of Stanton (City), Orange County (County) and would involve construction of an infill residential development comprised of 40 detached units and 122 parking spaces within the project site.

As supported in the analysis below, the project is determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA pursuant to a Class 32 CE under Section 15332 of the *State CEQA Guidelines*. Section 15332 (In-fill Development Projects) categorically exempts those projects characterized as in-fill development that meet certain requirements. The following discussion summarizes the project and discusses the applicability of Section 15332.

PROJECT DESCRIPTION

Existing Project Site

The 2.35-acre project site is located on Assessor's Parcel Number (APN) 079-371-17, at 10871 Western Avenue, in Stanton, California. The front portion of the rectangular parcel is developed with a church and a surface parking lot. The rear portion of the lot is disturbed but undeveloped and is characterized by several mature trees.

As shown on Figure 1, Project Location (all figures are provided in Attachment A to this letter), the project site is bounded to the north by single-family homes with Syracuse Avenue beyond, to the east by Western Avenue, to the south by a multi-family residential development and residential and commercial uses with Katella Avenue beyond, and to the west by a mobile home park. Regional access to the project site is provided by State Route 39 (SR-39, Beach Boulevard), which is located approximately 0.5 mile east of the project site, State Route 22 (SR-22), located approximately 2.1 miles south of the project site, and State Route 91 (SR-91), located approximately 3.4 miles north of the project site.

Proposed Project

The proposed project includes the demolition of the existing church and construction of 40 detached units and 122 parking spaces within the project site. The proposed density is 18.3 dwelling units per acre (du/ac). Figure 2, Conceptual Site Plan, shows the site plan for the proposed project.

The development would include a mixture of three- and four-bedroom units, and each unit would feature private open space. The residential units would not exceed three stories in height. Each unit would include a two- or three-car garage, and a total of 26 guest spaces would be provided, with the majority located along the main driveway access. Landscaping elements are proposed throughout the site to provide buffers for residents and surrounding land uses.

Construction will include demolition of the existing on-site building, vegetation removal, grading, building construction, and the installation of landscaping and irrigation, lighting, storm drain facilities, and underground utilities. Approximately 1,800 cubic yards (cy) of cut is anticipated to be required with approximately 200 cy of the cut volume requiring export. It is assumed that construction would utilize standard construction equipment and techniques, and no specialized construction equipment would be necessary to construct the proposed project.

Construction and operation activities that would be undertaken as part of the project would be characterized as in-fill development, which, when certain conditions are met, are considered to be exempt under *State CEQA Guidelines* Section 15332 (discussed in detail below).

According to the City's Zoning Map, the project site is zoned High Density Residential (RH). Allowable uses within the RH zone include residential developments up to 30 du/ac, as well as complementary uses such as schools, parks, libraries, and public facilities. According to the City's General Plan Land Use Diagram, the project site has a land use designation of High Density Residential, which allows high density residential development. As such, the project is consistent with the existing zoning and General Plan land use designations.

CEQA, SECTION 15332, CLASS 32 IN-FILL DEVELOPMENT EXEMPTION

Under *State CEQA Guidelines* Section 15332, a project, characterized as in-fill development, qualifies for an exemption under CEQA if the project: (1) is consistent with the general plan and zoning ordinance; (2) occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses; (3) is located on a site that does not have value as habitat for endangered, rare, or threatened species; (4) would not result in any significant impacts relating to traffic, noise, air quality, or water quality; and (5) is adequately served by all required utilities and services.

(1) The proposed project is consistent with the General Plan and Zoning Ordinance.

General Plan. According to the City's General Plan Land Use Diagram, the project site has a land use designation of High Density Residential, which allows high density residential development. Per the General Plan, the High Density Residential designation is intended for the development of multi-family residential neighborhoods that:

- Provide a variety of housing types, primarily along arterial highways, with particular emphasis on ownership, and with provision for affordable housing;
- Incorporate quality design features in all projects, provide common spaces, recreation areas, and services convenient to residents; and
- Provide an excellent environment for family life.

The proposed project is consistent with the intent of the General Plan and the goals listed above. Specifically, the proposed project adds to the range of housing types in the area, provides opportunities for home ownership in a non-traditional way, and incorporates quality design features through the use of the Planned Development Permit (PDP).

As stated above, the proposed project is a multi-family infill development, consisting of 40 detached condominium units, which would provide increased opportunities for home ownership, as opposed to rental housing. Multi-family infill development is supported and encouraged in the General Plan, and the proposed project will add to the diversity of housing stock in the area (LU-3.1.2; LU-3.1.2(a)). The surrounding properties include a mixture of residential uses and densities; the proposed project will contribute to the balance of residential land uses while the PDP will ensure that the design of the project is sensitive to, and compatible with, the surrounding land uses (LU-1.1; LU-1.1.2) (see Sections C.1.c and C.2).

The General Plan also promotes redevelopment of existing residential structures and site improvements along its primary and secondary corridors. The subject property is located along Western Avenue, approximately 0.25 mile from Katella Avenue. Western Avenue is designated as a secondary corridor, and Katella Avenue is designated as a primary corridor in the City's General Plan. Due to the proximity of the subject property to both Western Avenue and Katella Avenue, the redevelopment of this property aligns with and is supported by the General Plan (CD-1.3, CD1.3.2). The project will provide housing for people close to commercial nodes, which will benefit existing commercial uses in the area, and contribute to the City's economic base (LU-1.1). Further, because the project constitutes infill development, all public facilities and utilities located along Western Avenue are easily accessible and available to serve the site (LU-3.1; RC-2.1.6(a), (b)).

The General Plan promotes quality development and design that aligns with and enhances the unique image of the City. The proposed project will create a unique development that will enhance the area and provide an alternative housing option for City residents, while also being located close to a range of amenities (CD-1.1). The thoughtful design of the project uses the PDP to maintain a high design standard with creative elements through the adjustment of certain development standards (CD-1.1.2) (see Sections C.1.c and C.2). As such, the proposed project is consistent with the overall intent of the General Plan, as well as the land use designation of High Density Residential.

Zoning Ordinance. According to the City's Zoning Map, the project site is zoned High Density Residential (RH). Allowable uses within the RH zone include residential developments up to 30 du/ac as well as complementary uses such as schools, parks, libraries, and public facilities. The proposed project conforms to the current Development Code requirements in terms of density, height, structure coverage, and certain setbacks. The project will not strictly comply with certain Development Code requirements, but flexibility from those requirements is permitted under the Zoning Ordinance with a PDP to ensure that high standards of design are met and that the project is developed in a manner consistent with the Development Code. For example, the impervious surface coverage is slightly above the allowed 70 percent; however, where possible, common public and private open space and landscaping elements have been incorporated to break up the impervious surface. In addition, the project conforms to the street side/front setback and the side setback on the northern side. The buildings are set back over double what is required on the northern property line, with the intent of easing the transition between the project and the single-

family residential uses to the north. The rear and south setback lines were adjusted, per the PDP, to allow additional flexibility in the design. Landscaping elements have been incorporated throughout the project to create separation between the project and the surrounding uses.

While a total of 122 parking spaces are provided on the property, less than what is required by Development Code, a Parking Analysis (LSA 2019)¹ (provided in Attachment B) has been prepared to support this reduction and show that the parking provided is adequate to serve the project.

As such, the proposed project is consistent with the High Density Residential zone, and the adjustments allowed by the PDP to the development standards mentioned above will allow the project site to be developed effectively and thoughtfully representing infill development in the City.

Summary. The proposed project includes the construction of 40 detached condominium units with a proposed density of 18.3 du/ac. As such, the project is considered a multi-family residential use and is consistent with the existing General Plan and Zoning Ordinance. No zone change or General Plan Amendment would be required for implementation of the proposed project. For the reasons stated above, the proposed project is consistent with the General Plan and Zoning Ordinance.

(2) The proposed project would occur within City limits on a project site of no more than 5 acres and would be substantially surrounded by urban uses.

The 2.35-acre project site is currently developed with a church and a surface parking lot. As shown on Figure 1, the project site is located in an urbanized area primarily characterized by residential and commercial uses. The project site is bounded to the north by single-family homes with Syracuse Avenue beyond, to the east by Western Avenue and multi-family residential development beyond, to the south by a multi-family residential development and residential and commercial uses with Katella Avenue beyond, and to the west by a mobile home park. Therefore, the proposed project occurs within City limits on a project site of no more than 5 acres substantially surrounded by urban uses.

(3) The proposed project would be located on a site that does not have value as habitat for endangered, rare, or threatened species.

As shown on Figure 1, the project site is currently developed with a church and surface parking lot. The rear portion of the project site is undeveloped and is characterized by several mature trees, which would be removed upon project implementation. The project site is surrounded on all sides by urban development. The project site has no value as habitat for endangered, rare, or threatened species.²

On November 14, 2019, the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB) was queried for records and information of potentially occurring species and vegetation communities documented within a 1-mile radius of the project site. The

¹ LSA. 2019. *Parking Analysis for 10871 Western Avenue in Stanton, California* (Parking Analysis). November 8, 2019.

² Lonnie Rodriguez, Senior Biologist at LSA, reviewed the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB) for evidence of endangered, rare, or threatened species on the project site and determined that the site has no value for such species.

records search identified the following animal species: one sensitive species (Western Tidal-flat Tiger Beetle [*Cicindela gabbii*]), and one State Species of Special Concern (Western Yellow Bat [*Lasiurus xanthinus*]). The following plant species were also identified within a 1-mile radius of the project site: Salt Spring Checkerbloom (*Sidalcea neomexicana*) with a California Rare Plant Rank of 2B.2; Coulter's Goldfields (*Lasthenia glabrata* ssp. *Coulteri*) with a California Rare Plant Rank of 1B.1; and Brand's Star Phacelia (*Phacelia stellaris*) with a California Rare Plant Rank of 1B.1. There are no records for federal threatened or endangered species within a 1-mile radius of the project site.

The proposed project, like all projects, would be subject to the provisions of the Migratory Bird Treaty Act (MBTA), which prohibits disturbing or destroying active nests, and Fish and Game Code Section 3503, which protects nests and eggs. It is anticipated that the removal of on-site trees would be accomplished in a manner that avoids impacts to active nests during the breeding season. This will require adherence to standard conditions to comply with the MBTA, including preparation of nesting bird surveys or avoidance of vegetation removal between February 1 and September 15. With compliance with existing regulations, potential impacts to nesting birds would be avoided.

(4) The proposed project would not result in any significant impacts relating to traffic, noise, air quality, or water quality.

The proposed project would not result in significant impacts related to traffic, noise, air quality, or water quality.

Traffic. The project is located on Western Avenue, which is oriented in a north-south direction and is currently constructed with two through lanes, one Class II bike lane and a sidewalk in each direction of travel, with a center two-way left-turn lane. The signalized intersection of Western Avenue and Katella Avenue is located approximately 600 feet (ft) south of the Project Driveway. A "Keep Clear" zone is currently painted in the southbound through lanes of Western Avenue in front of the driveway that serves the multi-family residential development (directly south of the project site), which is located approximately 250 ft south of the driveway for the proposed project. This "Keep Clear" zone is provided to allow access to and from the multi-family residential development driveway when southbound queues from the signalized intersection of Western Avenue and Katella Avenue extend back to the driveway and beyond.

A Traffic Assessment (Rick Engineering Company 2019)¹ (provided in Attachment C) was prepared to identify any potential traffic impacts resulting from the development of the proposed project. The Traffic Assessment focuses on the a.m. peak hour (7:15 a.m. to 8:15 a.m.), the p.m. peak hour (5:00 p.m. to 6:00 p.m.), and level of service (LOS) at the Western Avenue/Project Driveway intersection.

Trips were generated using the Low-Rise Multi-Family Residential (Land Use 220) trip generation rate from the Institute of Transportation Engineers (ITE) *Trip Generation Manual* (10th Edition, 2017). According to the Traffic Assessment, the project would generate approximately 293 daily trips, including 18 a.m. peak hour trips (4 in and 14 out) and 22 p.m. peak hour trips (14 in and

¹ Rick Engineering Company. 2019. *KB Home Lighthouse Project Traffic Assessment, City of Stanton (Rick Engineering Company Job Number 18554)* (Traffic Assessment). November 1, 2019.

8 out). It was assumed that approximately 70 percent of trips would travel on Western Avenue (south of the project site) and approximately 30 percent of trips would travel on Western Avenue (north of the site).

Project impacts were determined based on analysis of the following scenarios:

1. Existing
2. Existing Plus Project

The Western Avenue/Project Driveway intersection was analyzed during the a.m. and p.m. peak hours using the existing traffic volumes on Western Avenue and project trips at the driveway. The Western Avenue/Project Driveway intersection is forecast to operate at an acceptable LOS C during the a.m. peak hour and at an acceptable LOS B during the p.m. peak hour.

A queuing analysis was performed for the Western Avenue/Project Driveway intersection during the a.m. and p.m. peak hours under Existing Plus Project conditions to determine the storage length needs at the Project Driveway. The results determined that queue lengths at the northbound left-turn lane equal one vehicle during both peak hours, while queue lengths at the eastbound shared left-turn/right-turn lane equal two vehicles during both peak hours. Specifically, the peak queue length on the eastbound approach exiting the site is approximately 44 ft. The project will provide a driveway throat length of approximately 60 ft; therefore, the stacking distance provided will accommodate the peak vehicular queue length during peak hours.

The internal vehicular and pedestrian circulation of the project site was reviewed to determine if there are any conflicts with pedestrian connections, and if the proposed drive aisle widths, distances of the parking spaces from drive aisles, drive aisle spacing, and main driveway throat length at the Project Driveway will meet the City's design and development standards. Based on this analysis, the Traffic Assessment recommends that a "Keep Clear" zone (similar to the one described above, which serves the multi-family residential development directly south of the project site) be painted in the southbound through lanes of Western Avenue directly west of the Project Driveway. The "Keep Clear" zone would ensure access to and from the Project Driveway would not be blocked by queued vehicles along southbound Western Avenue. Additionally, each corner of the Western Avenue/Project Driveway intersection should be kept clear of obstructions so that pedestrians are clearly visible to vehicles exiting the project site. Further, the Traffic Assessment recommends that the project applicant coordinate with the City to justify the proposed 24-foot wide driveway (which is one foot shorter than the City's minimum standard) would be adequate to serve the proposed project. Therefore, project compliance with the recommendations outlined in the Traffic Assessment would ensure that implementation of the project would not result in any significant impacts related to traffic.

Noise. A Noise and Vibration Impact Analysis (LSA 2019)¹ was prepared to evaluate the potential noise impacts associated with the proposed project and is provided as Attachment D. The primary existing noise sources in the project area are transportation facilities, including Western Avenue and Katella Avenue. Train-related activities associated with the Union Pacific Railway Corridor, located 840 ft to the east of the project site, also contribute to the existing noise environment in

¹ LSA, 2019. *Noise and Vibration Impact Analysis: Lighthouse Infill Residential Project* (Noise and Vibration Impact Analysis). November 18, 2019.

the project vicinity. In addition, operational noise from the commercials uses 300 ft south of the project site is occasionally audible on the project site.

In order to assess the existing noise conditions in the area, noise measurements were conducted at the project site. Two long-term 24-hour measurements were taken from November 13, 2019, to November 14, 2019. Existing average daily noise levels at the eastern portion of the project site approximately 30 ft from Western Avenue are 71.5 A-weighted decibel Community Noise Equivalent Level (dBA CNEL), and at approximately 430 ft from Western Avenue average daily noise levels are 52.0 dBA CNEL. The closest sensitive receptors are residential uses located to the west of the project site.

Construction Noise. Two types of short-term noise impacts would occur during project construction, including: (1) equipment delivery and construction worker commutes; and (2) project construction operations. The first type of short-term construction noise would result from transport of construction equipment and materials to the project site and construction worker commutes. It is expected that larger trucks used in equipment delivery would generate higher noise impacts than trucks associated with worker commutes. Pursuant to Section 9.28.070 of the City's Municipal Code (Noise Ordinance), construction noise is exempt from the noise standards that typically apply. The single-event noise from equipment trucks passing at a distance of 50 ft from a sensitive noise receptor would reach a maximum level of 84 dBA maximum sound level (L_{max}). However, the pieces of heavy equipment for grading and construction activities would be moved on site just one time and would remain on site for the duration of each construction phase. This one-time trip, when heavy construction equipment is moved on and off site, would not add to the daily traffic noise in the project vicinity, and the long-term noise level change associated with these trips would not be perceptible. Therefore, equipment transport noise and construction-related worker commute impacts would be short term and would not result in a significant off-site noise impact.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building construction, architectural coating, and paving on the project site. The composite noise level of the two loudest pieces of equipment, typically the grader and tractor, during construction, would be 81 dBA equivalent continuous sound level (L_{eq}) at a distance of 50 ft from the construction area. Although the project construction noise would be higher than the ambient noise in the project vicinity, it would cease to occur once the project construction is completed. As stated previously, pursuant to the City's Noise Ordinance, construction noise is exempt from the noise standards that typically apply. Additionally, compliance with the limitations and requirements of the Noise Ordinance, which states that construction activities shall occur only between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, would result in a less than significant impact.

Ground-borne noise and vibration from construction activity would be mostly low to moderate. . As indicated in the *Transit Noise and Vibration Impact Assessment Manual* (Federal Transit Administration [FTA] 2018),¹ it would take a minimum of 90 vibration velocity decibels (VdB)(or 0.12 inches/second peak particle velocity [PPV]) to cause any potential building damage to

¹ Federal Transit Administration (FTA). 2018. *Transit Noise and Vibration Impact Assessment Manual*.

structures extremely susceptible to vibration damage. The closest structures to the project site are the mobile homes to the west approximately 15 ft from construction activity. The operation of typical construction equipment would generate ground-borne vibration levels of up to 65 VdB; however, those levels would not exceed the 90 VdB guideline that is considered safe for fragile buildings. In addition, this level of ground-borne vibration is well below the threshold of distinctly perceptible, which is approximately 72 VdB for frequent events at uses where people sleep and would not exceed the FTA vibration threshold for human annoyance at the nearest sensitive use. Therefore, construction would not result in any vibration damage or human annoyance, and impacts would be less than significant.

Operational Noise. Based on noise-monitoring results, the highest existing noise levels at the project site approach 71.5 dBA CNEL. While this noise level falls within the normally unacceptable category of the City's land use compatibility matrix, and there could be potential impacts to private outdoor spaces, the proposed project design includes 6 ft high vinyl fences around the private open spaces. With incorporation of the 6 ft high fences and shielding from the buildings once constructed, the private exterior areas would be below the exterior noise standard of 65 dBA CNEL.

Based on the United States Environmental Protection Agency's (EPA) *Protective Noise Levels* (EPA 1978), with windows and doors open, interior noise levels would be 59.5 dBA (i.e., 71.5 dBA-12 dBA=59.5 dBA), which would exceed the 45 dBA CNEL interior noise standard. LSA conducted interior noise calculations for the master bedroom of Plan C, which faces Western Avenue and has multiple windows. It is assumed that the exterior walls are of typical stucco construction. The results of the analysis show a 30 dBA exterior-to-interior noise reduction.¹ With windows closed, interior noise levels at the master bedroom would be 41.5 dBA (i.e., 71.5 dBA-30 dBA=41.5 dBA), which is below the 45 dBA CNEL interior noise standard with windows closed for noise-sensitive land uses. Therefore, with incorporation of project design features, including standard building construction, central air conditioning that would allow windows to remain closed, and windows with a minimum Sound Transmission Class (STC) rating of 28 or higher, the interior noise levels would be considered acceptable and less than significant.

Air Quality. The proposed project qualifies for a Class 32 exemption for air quality as allowed in the City of Stanton. The proposed project is exempted because it would have 40 multi-family residential units, which is less than the maximum of 80 residential units, and would excavate and export approximately 200 cy of soil, which is less than the limit of 20,000 cy. The exemption is further supported with the results in the Air Quality and Greenhouse Gas Technical Memorandum (LSA 2019)² (provided in Attachment E) prepared for the project.

The proposed project would not conflict with or obstruct implementation of the applicable air quality management plan. The project site is within the South Coast Air Basin (Basin), which

¹ These calculations assume a wall rating of STC 46 (Harris, David A. 1997. *Noise Control Manual for Residential Buildings*. July) along with a window rating of STC-28 (Milgard 2008).

² LSA. 2019. *KB Home Lighthouse Project in Stanton – Air Quality and Greenhouse Gas Technical Memorandum* (LSA Project No. KBH1901) (Air Quality and Greenhouse Gas Technical Memorandum). November 18, 2019.

includes (among other areas) the City of Stanton. The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for the administration and enforcement of air quality regulations in the basin. The applicable air quality plan for the project area is the *2016 Air Quality Management Plan* (2016 AQMP), adopted in March 2017, which is designed to satisfy the planning requirements of both the Federal and State Clean Air Acts. Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the Federal and State air quality standards. For the proposed project to be consistent with the AQMP, the pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality. The proposed project is consistent with the City's General Plan and the Southern California Association of Governments (SCAG) 2040 population growth forecast by 2040. Furthermore, as discussed below, emissions generated by the proposed project would be below emissions thresholds established in SCAQMD's thresholds and would not result in significant air quality impacts. Therefore, the proposed project would not conflict with or obstruct implementation of the AQMP.

The South Coast Air Basin is in nonattainment for the Federal and State standards for ozone (O₃) and particulate matter less than 2.5 microns in size (PM_{2.5}). In addition, the Basin is in nonattainment for the State particulate matter less than 10 microns in size (PM₁₀) standard, and is in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards. Projects in the Basin with emissions that exceed any of the mass daily emission thresholds are considered significant by the SCAQMD.

Construction Emissions. Air quality impacts could occur during demolition and construction of the proposed project due to soil disturbance and equipment exhaust. Major sources of emissions during demolition, grading, building construction and site work, building erection, paving and architectural coatings include (1) exhaust emissions from construction vehicles, (2) equipment and fugitive dust generated by vehicles and equipment traveling over exposed surfaces, and (3) soil disturbances from compacting and cement paving. Peak daily and annual emissions were analyzed using California Emissions Estimator Model (CalEEMod Version 2016.3.2). Fugitive dust emissions would be substantially reduced by required compliance with SCAQMD Rules 402 and 403. Implementation of these rules, including measures such as on-site watering at least two times daily, was accounted for in the project emission estimates.

The results of the air quality modeling show that construction equipment/vehicle emissions during construction periods would not exceed any of the SCAQMD daily emissions thresholds. Therefore, no construction air quality impacts would occur.

Operational Emissions. Long-term air emission impacts are those impacts associated with any change in permanent use of the project site by on-site stationary and off-site mobile sources that increase emissions. Stationary-source emissions include emissions associated with electricity consumption and natural gas usage. Mobile-source emissions result from vehicle trips associated with a project.

Based on the Traffic Assessment prepared for the project (Rick Engineering Company, Attachment C), the proposed project would generate 293 total daily trips during project operations. The long-term operational emission results indicate that the increase of all criteria pollutants would not

exceed the corresponding SCAQMD daily emission thresholds for any criteria pollutants. Therefore, no air quality impacts would occur.

As stated above, the nearest sensitive receptors are single-family residences located 25 ft to the north of the project site. The analysis indicates that neither the construction nor operational emission rates would exceed the localized significance thresholds (LSTs) for sensitive receptors in the project area. Therefore, the proposed operational activity would not result in a locally significant air quality impact.

Finally, the proposed project does not include any uses or activities that would result in potentially significant odor impacts. The proposed project is a residential project, which does not typically produce nuisance odors. Some nuisance odors may emanate from the operation of diesel-powered construction equipment during construction of the proposed project. However, these odors would be limited to the construction period and would disperse quickly; therefore, no significant impacts related to nuisance odors would result from the proposed project, and no mitigation is required.

Water Quality. The project would comply with all applicable National Pollutant Discharge Elimination System (NPDES) permit requirements, which require implementation of Best Management Practices (BMPs) to reduce impacts to water quality. Projects that disturb greater than 1 acre of soil are subject to the requirements of the State Water Resources Control Board (SWRCB) Construction General Permit. However, because the project would disturb between 1 and 5 acres (approximately 2.35 acres), the project may be eligible for a Small Construction Rainfall Erosivity Waiver, which would exempt the project from coverage under the Construction General Permit. To obtain a waiver, the project would need to demonstrate there would be no adverse water quality impacts because construction activities would only occur when there is a low erosivity potential. If the project is not eligible for a waiver, the project applicant would be required to obtain coverage under the Construction General Permit, prepare a Stormwater Pollution Prevention Plan (SWPPP), and implement construction BMPs detailed in the SWPPP during construction activities. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site, and Good Housekeeping BMPs to prevent spills, leaks, and discharge of construction debris and waste into receiving waters. Compliance with either the Small Construction Rainfall Erosivity Waiver or the Construction General Permit is a standard condition required through existing regulations.

Project operation would be subject to the requirements of the Santa Ana Regional Water Quality Control Board Orange County Municipal Separate Storm Sewer System (MS4) Permit. In compliance with the permit requirements, a Water Quality Management Plan (WQMP) would be prepared. The project WQMP would be required to specify the Source Control and Low Impact Development (LID) BMPs to be incorporated into the design of the project. The BMPs target pollutants of concern to reduce impacts to water quality. With compliance with the applicable NPDES permit requirements and implementation of BMPs, project impacts to water quality would be less than significant. Therefore, project compliance with the above requirements would ensure that implementation of the project would not result in any significant impacts related to water quality.

(5) The project site is adequately served by all required utilities and services.

The proposed project is an infill development in an already established and fully developed area and, therefore, would have access to existing public services and utilities. The proposed project would connect to the existing utilities located along Western Avenue. The applicant has contacted the various utility companies to obtain will serve letters and will continue to work with these utility companies throughout the development process.

CEQA CATEGORICAL EXEMPTIONS – EXCEPTIONS

State CEQA Guidelines Section 15300.2 provides exceptions that apply to specific types of projects and/or projects where substantial evidence exists that the proposed project involves unusual circumstances. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the *State CEQA Guidelines* are explained below.

- (a) Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

This exception is only applicable to Classes 3, 4, 5, 6, and 11 and not to the Class 32 exemption applicable to this project.

- (b) Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place over time is significant.

The project is an in-fill development project in an urban area. There are no known successive projects of the same type and in the same place that would occur concurrent with the proposed project. The proposed project involves a multi-family residential development in an area characterized primarily by residential uses. The proposed project would rely on and can be accommodated by the existing road system, public services, and utilities. All air quality, noise, traffic, and water quality impacts would be less than significant. Therefore, there are no project impacts that would be cumulatively considerable in connection with the effects of past projects, the effects of other current projects, or the effects of probable future projects. Thus, contributions to potential cumulative impacts would not be cumulatively considerable.

- (c) Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

No unusual circumstances have been identified in or around the project site that would result in significant environmental impacts. In addition, no impacts to biological resources would occur as the project site is already developed with an existing church building and parking lot, is located within an existing urban setting, and has no value as habitat for endangered, rare, or threatened species. Given the urban nature of the project site and the compatibility of the proposed project with the character of the surrounding residential uses, there is no evidence to indicate that the

proposed project would have a significant effect on the environment due to unusual circumstances. For additional information, refer to the Traffic Assessment (Rick Engineering Company 2019) (Attachment B), the Noise and Vibration Impact Analysis (LSA 2019) (Attachment C), and the Air Quality and Greenhouse Gas Technical Memorandum (LSA 2019) (Attachment D).

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified Environmental Impact Report.

The California Scenic Highway Mapping System does not include any eligible or officially designated scenic highways located in the project vicinity.¹ Due to intervening land uses, the project site is not visible from any local highways. Therefore, the project would not result in damage to a scenic resource within a highway officially designated as a State Scenic Highway.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project site is not listed on the Department of Toxic Substances Control (DTSC) Hazardous Waste and Substances Site List (Cortese List, compiled pursuant to Section 65962.5 of the Government Code).² According to the DTSC EnviroStor database, the project site is not located on a federal superfund site, State response site, voluntary cleanup site, school cleanup site, corrective action site, or tiered permit site.³ Review of the State Water Resources Control Board (SWRCB) GeoTracker database also confirms that the project site is not located within any hazardous materials sites.⁴ The project site is not located on a list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit⁵ or active cease and desist orders and cleanup and abatement orders.⁶ All use, storage, transport and disposal of hazardous materials (including any hazardous wastes) during construction activities will be performed in accordance with existing local, State, and federal

¹ California Department of Transportation, Scenic Highways. Website: <https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways> (accessed November 14, 2019).

² California Environmental Protection Agency (CalEPA). Cortese List Data Resources. Website: <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed November 14, 2019).

³ California Department of Toxic Substances Control (DTSC). EnviroStor Database. Website: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=19970011 (accessed November 14, 2019).

⁴ State Water Resources Control Board (SWRCB). GeoTracker database. Website: <https://geotracker.waterboards.ca.gov/> (accessed November 14, 2019).

⁵ CalEPA. Sites Identified with Waste Constituents above Hazardous Waste Levels Outside the Waste Management Unit. Website: <https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/SiteCleanup-CorteseList-CurrentList.pdf>

⁶ CalEPA. Cortese List Data Resources. Website: <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed November 14, 2019).

hazardous materials regulations. Therefore, the project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

- (f) **Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

An existing church building is currently located on the project site, but it is not listed on or eligible for the California Register of Historical Resources.¹ Therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource.

CONCLUSION

In summary, the project would be exempt from further CEQA review pursuant to Section 15332 of the *State CEQA Guidelines* and would not meet any of the exceptions listed in Section 15300.2 of the *State CEQA Guidelines* that would disqualify the project from the Class 32 Categorical Exemption.

LSA is available to discuss the contents of this letter with City staff, if necessary. Although this letter is intended to explain how the proposed project would be exempt from the requirements of CEQA under a Class 32 CE, this letter does not represent legal advice. As always, it is LSA's pleasure to assist KB Home Coastal with any CEQA needs. If you have any questions, please contact Ashley Davis at (949) 553-0666 or ashley.davis@lsa.net.

Sincerely,

LSA Associates, Inc.



Ashley Davis
Principal

Attachments: A: Figures 1 and 2
B: Parking Analysis (LSA 2019)
C: Traffic Assessment (Rick Engineering Company 2019)
D: Noise and Vibration Impact Analysis (LSA 2019)
E: Air Quality and Greenhouse Gas Technical Memorandum (LSA 2019)

¹ California Office of Historic Preservation. California Historic Resources. Website: <https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=30> (accessed November 14, 2019).

ATTACHMENT A

FIGURES 1 AND 2

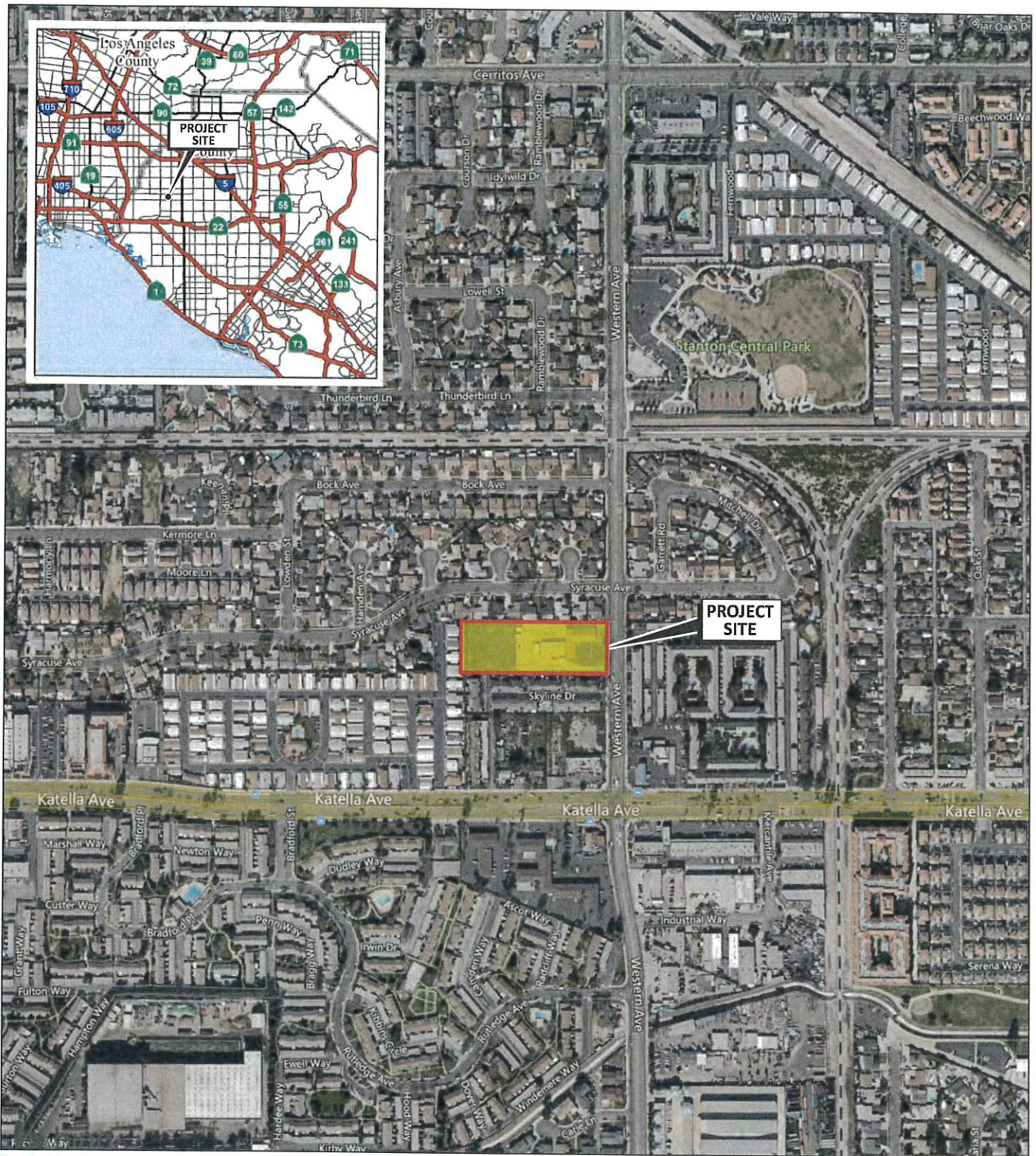
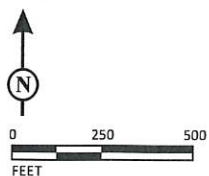


FIGURE 1

LSA



SOURCE: Bing Maps

I:\KBH1901\G\Project Location.cdr (11/14/2019)

Lighthouse Infill Residential Project
Project Location

ATTACHMENT B

PARKING ANALYSIS



CARLSBAD
FRESNO
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

November 8, 2019

Kurt Bausback, Director, Planning and Entitlements
KB Home Coastal
9915 Mira Mesa Boulevard, Suite 100
San Diego, CA 92131

Subject: Parking Analysis for 10871 Western Avenue in Stanton, California

Dear Mr. Bausback:

LSA is pleased to submit this parking analysis for the proposed 40-unit multifamily residential project (project) at 10871 Western Avenue in Stanton, California. The proposed project would replace the existing unoccupied church building and surface parking lot with 40 multifamily residential dwelling units and 122 parking spaces.

The purpose of the parking analysis is to determine whether the proposed parking supply would accommodate the expected parking demand for the project.

PROJECT DESCRIPTION

The 2.35-acre project site is bounded to the north by single-family homes with Syracuse Avenue beyond, to the south by a multifamily residential development and residential and commercial uses with Katella Avenue beyond, to the east by Western Avenue, and to the west by the La Lampara Mobile Home Park. The project site was previously occupied by the Lighthouse Community Church.

The proposed project would construct 40 multifamily residential dwelling units on site. According to the most recent site plan (Attachment A), the proposed project would include 16 three-bedroom dwelling units and 24 four-bedroom dwelling units. The proposed project would provide a total parking supply of 122 spaces (96 garage spaces and 26 guest parking spaces). Three-bedroom dwelling units will be constructed with two-car garages, and four-bedroom dwelling units will be constructed with three-car garages.

PARKING ANALYSIS

City of Stanton Parking Requirements

The City of Stanton (City) Municipal Code (Section 20.320.030) stipulates the parking requirements for residential multifamily dwelling units with three-bedroom and four-bedroom configurations (i.e., 3.5 spaces for three-bedroom units, 4 spaces for four-bedroom units, and 1 guest space for every three units). Application of the City Municipal Code parking requirements to the proposed project would require a total of 165 parking spaces (56 spaces for 16 three-bedroom units, 96 spaces for 24 four-bedroom units, and 13 guest spaces for 40 total units).

With a proposed parking supply of 122 spaces, the project would have a parking deficiency of 43 spaces based on the City Municipal Code. As such, LSA evaluated industry parking standard and parking rate requirements for neighboring cities to justify the proposed parking supply on site.

Institute of Transportation Engineers Parking Rate

The Institute of Transportation Engineers (ITE) *Parking Generation* (5th Edition, 2019) is accepted as the industry standard throughout the nation. According to the ITE *Parking Generation*, Multifamily Housing (Low-Rise) dwelling units have a weekday average peak period parking demand of 1.21 spaces per dwelling unit. Application of the Multifamily Housing (Low-Rise) parking rate to the proposed 40 dwelling units would require 48 parking spaces. Additionally, for comparison purposes, the Multifamily Housing (Mid-Rise) parking rate was also evaluated. Under this land use designation, dwelling units would have a weekday average peak period demand of 1.31 spaces per dwelling unit. Application of the Multifamily Housing (Mid-Rise) parking rate to the proposed 40 dwelling units would require 52 parking spaces. Under either land use designation, application of the ITE parking rates would generate a lower parking demand in comparison to the City Municipal Code parking requirement. The proposed 122 parking spaces would exceed both of these ITE parking rates.

Other City Parking Requirements

LSA also researched parking requirements for surrounding cities in Orange County (Cypress, Fullerton, Orange, and Westminster) that include Municipal Codes provisions for multifamily dwelling residential units. Table A (Attachment B) summarizes the neighboring cities' off-street parking ordinances and the total number of spaces that would be required for the project. As shown in Table A, application of the other city parking rates would result in parking requirements within the proposed parking supply of 122 spaces:

- **City of Cypress:** 100 required parking spaces
- **City of Fullerton:** 120 required parking spaces
- **City of Orange:** 122 required parking spaces
- **City of Westminster:** 100 required parking spaces

As such, the proposed parking supply of 122 spaces would accommodate the parking demand of the 40-unit multifamily residential project.

CONCLUSIONS

According to the ITE industry standard and other cities' parking requirements, the proposed 122-space parking supply for the proposed 40 multifamily dwelling units are within the range of demand expected for the use. Based on this analysis, the proposed parking supply would be sufficient to accommodate the parking demand of the 40 multifamily residential dwelling units.

If you have any questions, please do not hesitate to contact me at (949) 553-0666 or dean.arizabal@lsa.net.

Sincerely,

LSA Associates, Inc.

A handwritten signature in blue ink that reads "Dean Arizabal". The signature is fluid and cursive, with the first name "Dean" and last name "Arizabal" clearly distinguishable.

Dean Arizabal
Associate

Attachments: A: Site Plan
B: Table A

ATTACHMENT A

SITE PLAN



PROJECT BOUNDARY
RIGHT-OF-WAY
PROPOSED EASEMENT
CENTER LINE
PROPOSED WATER
PROPOSED WATER SERVICE LATERAL
PROPOSED SEWER
PROPOSED SENER SERVICE LATERAL
PROPOSED STORM DRAIN
PROPOSED STORM DRAIN
PROPOSED CONTOUR
PROPOSED FENCE LINE
PROPOSED CURB
PROPOSED CONCRETE
PROPOSED ASPHALT CONCRETE
PROPOSED WATER VALVE
PROPOSED FIRE HYDRANT
PROPOSED BACKFLOW PREVENTER
PROPOSED SEWER MANHOLE
PROPOSED WERK CLEANOUT
EXISTING WATER
EXISTING SEWER
EXISTING STORM DRAIN
EXISTING GAS
EXISTING ELECTRIC
EXISTING OVERHEAD ELECTRIC
EXISTING FENCE LINE
EXISTING MAJOR CONTOUR
EXISTING MAJOR CONTOUR

SITE SUMMARY

SITE ADDRESS: 10871 WESTERN AVENUE
ZONING: RH (HIGH DENSITY RESIDENTIAL)
GENERAL PLAN: HIGH DENSITY RESIDENTIAL

| | | |
|------------------------|--------------------|-------------------------|
| SITE AREA _i | GROSS _i | 2.35 ACRES (102,353 SF) |
| | NET _i | 2.18 ACRES (94,947 SF) |

DWELLING UNITS: 40
DENSITY: 18.3 DU/AC (NET)

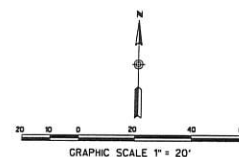
PARKING

| | | | |
|------------|---|------------------|---------------------------|
| PROVIDED: | | | |
| - RESIDENT | 2 | SP/DU X 24 UNITS | = 48 SPACES |
| - RESIDENT | 3 | SP/DU X 16 UNITS | = 48 SPACES |
| - GUEST | | | = 26 SPACES |
| | | TOTAL | = 122 SPACES (3.05 SP/DU) |

OPEN SPACE

REQUIRED:
COMMON: 94,947 SF X 0.05 = 4,747 SF
PRIVATE: 250 SF/UNIT

PROVIDED:
COMMON: _____ SF
PRIVATE: _____ SF (DECK)



SITE LAYOUT
TENTATIVE TRACT MAP 19062
KB HOME - LIGHTHOUSE
10871 WESTERN AVENUE
STANTON, CA 90680

JN 18554

DATE: 10-9-19

PRELIMINARY
NOT FOR CONSTRUCTION

ATTACHMENT B

TABLE A

Table A: Parking Requirements by City

| City | Land Use | Parking Requirement | Project | | | | | | | |
|-------------|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|-------------------------|------|-------|-------|----------------|--------------------------|
| | | | Size | Unit | Required Parking Spaces | | | | Parking Supply | Parking Surplus /Deficit |
| | | | | | Garage | Open | Guest | Total | | |
| Stanton | Multi-Family Dwellings (3 bedrooms) | 3.5 spaces Guest Parking: 1 space for every 3 dwelling units | 16 | DU | 56 | | 13 | 165 | 122 | (43) |
| | Multi-Family Dwellings (4 or more bedrooms) | 4 spaces + 0.5/ additional bedroom Guest Parking: 1 space for every 3 dwelling units | 24 | DU | 96 | | | | | |
| Cypress | Detached condominiums containing three or more bedrooms | 2-car garage, plus 1/2 open spaces for each dwelling unit Guest: 1/4 unassigned open spaces for each dwelling unit on site with 4 or more dwelling units | 40 | DU | 80 | 20 | 10 | 110 | 122 | 12 |
| Fullerton | Multiple-family Residential Zones | 3 spaces, open or covered, per dwelling unit | 40 | DU | 120 | | 0 | 120 | 122 | 2 |
| Orange | Multifamily Residential (3 units or more) Three Bedrooms | Three Bedrooms—2.6 spaces/unit | 16 | DU | 42 | | 8 | 122 | 122 | 0 |
| | Multifamily Residential (3 units or more) Four Bedrooms | Each additional bedroom above three—0.4 spaces/bedroom/unit | 24 | DU | 72 | | | | | |
| Westminster | Multifamily dwellings (two or more units) (3 or more bedrooms) | 2 enclosed garage spaces per unit and 0.5 off-street, open parking spaces per unit | 40 | DU | 80 | 20 | 0 | 100 | 122 | 22 |

¹ Developments with less than 50 units, and adjacent to any principal, major, primary or secondary arterial street



CITY OF STANTON REPORT TO THE PLANNING COMMISSION

TO: Chair and Members of the Planning Commission

DATE: March 4, 2020

SUBJECT: A GENERAL PLAN CONSISTENCY FINDING FOR ACQUISITION OF
PROPERTY LOCATED AT 11870 BEACH BOULEVARD (APN 131-241-
21)

RECOMMENDED ACTION

Planning Commission adopt Resolution No. 2523 finding that acquisition of the subject property is consistent with the City's 2008 General Plan pursuant to Government Code Section 65402.

BACKGROUND

Government Code Section 65402 of the state Planning and Zoning law, requires a general plan consistency finding by the local planning agency (Planning Commission) prior to the acquisition, disposal or abandonment of real property.

ANALYSIS/JUSTIFICATION

The subject property is a parcel of land (APN # 131-241-21) approximately 0.40 acres located at 11870 Beach Blvd. This parcel, a former used car auto dealership, is square in nature and is adjacent to the Tahiti and Riviera motels. The purchase of the property will allow the City to control the parcel, evaluate development options, and continue the revitalization of Beach Boulevard. At this time, the City has no specific development plans for the site.

The subject property is designated in the General Plan Land Use Map as General Mixed Use. Zoning of the property is Commercial General with a General Mixed Use Overlay. As such, the general plan designation and zoning are consistent. Staff recommends that the Planning Commission find the location, purpose, and extent of the acquisition by the City of Stanton for the Project is found to be in conformance with the General Plan, because the general plan designation and zoning is consistent with those at this location and there is no anticipated change of the property's existing land use designations.

PUBLIC NOTIFICATION

Notice of this item was made public through the agenda-posting process.

ENVIRONMENTAL IMPACT

The City of Stanton acting as lead agency on this project has determined that this property acquisition is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3). The City is acquiring this property to investigate the use of the property for appropriate public purposes. However, while City staff intends to investigate what public purposes are appropriate for the property, there are no plans for the redevelopment of this site and no plans have been developed. As such, the property will remain in its present condition until such time as plans for the redevelopment of this site are submitted to and approved by the City. Any future reuse or redevelopment of the site will be subject to separate review for compliance with CEQA.

Prepared by,



Izzak Mireles
Planning Specialist



Amy Stonich, AICP
City Planner

ATTACHMENT:

A. Resolution No. 2523

RESOLUTION NO. 2523

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON MAKING CERTAIN FINDINGS CONCERNING THE PROPOSED ACQUISITION OF 11870 BEACH WITH RESPECT TO THE CONSISTENCY OF THE CITY OF STANTON GENERAL PLAN PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65402

THE PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of Stanton desires to acquire the property at 11870 Beach Blvd to investigate the use of the property for appropriate public purposes;

WHEREAS, Government Code § 65402 provides, in pertinent part, as follows: "If a general plan or part thereof has been adopted no real property shall be disposed of if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof";

WHEREAS, the proposed project will constitute an action within the meaning of § 65402;

WHEREAS, the Planning Commission has reviewed the proposed acquisition and is fully advised with respect thereto; and

WHEREAS, the City of Stanton acting as lead agency on this project has determined that this property acquisition is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3). There are no plans for the redevelopment of this site and no plans have been developed. As such, the property will remain in its present condition until such time as plans for the redevelopment of this site are submitted to and approved by the City. Any future reuse or redevelopment of the site will be subject to separate review for compliance with CEQA.

NOW THEREFORE, the Planning Commission of the City of Stanton does hereby find:

SECTION 1: The Planning Commission finds that all of the facts, findings and conclusions set forth above are true and correct.

SECTION 2: In accordance with, and pursuant to, the requirements of California Government Code § 65402, the proposed Project is hereby found to conform to the General Plan of the City of Stanton.

SECTION 3: The Secretary to the Planning Commission shall certify to the adoption of this resolution and transmit a full, true and correct copy to the City Clerk of the City of Stanton.

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ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on March 4, 2020 by the following vote, to wit:

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|-----------------|-----------------------|-------|
| AYES: | COMMISSIONERS: | _____ |
| NOES: | COMMISSIONERS: | _____ |
| ABSENT: | COMMISSIONERS: | _____ |
| ABSTAIN: | COMMISSIONERS: | _____ |

Thomas Frazier, Chair
Stanton Planning Commission

Amy Stonich, AICP
Planning Commission Secretary