

DEPARTMENT OF
CITY PLANNING

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CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

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INFORMATION
<http://planning.lacity.org>

July 20, 2015

Centex Homes (O)
27101 Puerta Real #300
Mission Viejo, CA 92691

George Colvin
9255 Deering Avenue, Suite 200
Chatsworth, CA 91311

RE: Case: TT-52866
Related Case: CPC-1999-218-DA
(Ordinance No. 173,592)
24000 Roscoe Boulevard
Community Plan: Chatsworth - Porter
Ranch
C.D.: 12
CEQA: ENV-1998-227-MPR-SUB-DA-AN
Zone : A1-1
DM: 192B089
Legal: Lot PT LT 4, Arb 1
REVISED EXTENSION OF TIME

On August 28, 2000, the Deputy Advisory Agency approved Tentative Tract No 52866, located at 24000 Roscoe Boulevard, for a maximum of 147 single-family lots as shown on the map with an expiration date of August 28, 2003. ON April 3, 2003, a request for Extension of Time was accepted by the Planning Department. The Extension of Time was granted until August 28, 2008. This date did not take into account the Development agreement for the site, which allows the tract to expire 15 years from the date of final approval by the City of the project plans for the development, June 29, 2001. Therefore, the tract is entitled to be extended until **June 28, 2016**.

Per Section 66452.6(a)(i) of the State Map Act, the Deputy Advisory Agency approves an extension to 15 years from the decision date as shown in the Development Agreement between the applicant and the City for this project to the expiration date of **June 28, 2016**. No further extension of time to record the final map can be granted.

MICHAEL J. LOGRANDE
Director of Planning

DAVID WEINTRAUB
Deputy Advisory Agency
MJL:DW:HLA:amv
cc: Councilman Mitchell Englander
Twelfth Council District

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INFORMATION
<http://planning.lacity.org>

June 30, 2015

Centex Homes (O)
c/o David J. Alpern

VTN West, Inc. (R)
c/o George S. Colvin
9255 Deering Avenue, Suite 200
Chatsworth, CA 91311

RE: Tentative Tract No.: 52866-01
Related Case: None
13267 – 13275 Foothill Boulevard
C.D. : 12

**Letter of Correction No. 8/
Correcting Condition B9(e)**

On August 28, 2000, in accordance with provisions of Section 17.03 and 17.05-H of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard. West of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open lots as shown on map stamped-dated May 11, 1999.

On March 8, 2001, the Advisory Agency issued a Letter of Correction deleting Condition No's B.11 and adding Condition No's B.11 (a-e) to S-3 (i-m).

On April 25, 2001, the Advisory Agency issued a Letter of Clarification approving the recordation of Tract No. 52866 in unit maps or phases to the satisfaction of the Bureau of Engineering.

On December 31, 2014, the Advisory Agency granted a 4th revised map stamp-dated July 30, 2014 to revise the lot lines for Lot 24 in Tract 52866-01, and Lot 83 in Tract 52866. The map also revised the lot area for Lots 23-25 in Tract 52866-01, and Lots 83 & 106 in Tract 52866. The following lots were also approved for lot averaging to Lots 32 & 33 in Tract 52866-01 and Lots 1-6, 34, 35, 40-43, 45, 46, 70, 76, 77, 84-86, 90-92, and 97. The Fire Department Condition No K(20) concerning emergency access road and bridge was modified as well.

On March 17, 2015, the Advisory Agency received a letter from the Department of Transportation dated March 4, 2015 (Exhibit A) to correct condition language imposed by the Advisory Agency determination dated August 20, 2000, specifically Condition A.3.g. Condition A.3.g was amended as recommended by the Department of Transportation.

On April 21, 2015, the Advisory Agency issued a sixth correction letter to correct a typographical error to Condition S-3(j)(2) to note a 50-foot wide roadway as indicated under the Valley Circle street widening plan.

On May 19, 2015, the Advisory Agency issued a correction to the fourth Letter of Correction issued on December 31, 2014, to correct the incorrect cul-de-sac dimensions noted under the modification to Engineering Condition No's B.4 and B9(b).

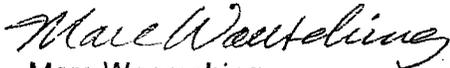
It has been discovered that a second correction to the fourth Letter of Correction issued on December 31, 2014 is necessary to correct language under the modification to Engineering Condition No's B9(e). Therefore, the following condition is hereby revised to read

REVISE ENGINEERING CONDITION B9(e) as follows:

B9(e) That an additional 5-foot wide public ~~street~~ utility easement be provided along both sides of all proposed public streets.

Note: ALL other conditions of approval including any past letters shall apply and remain unchanged.

MICHAEL J. LOGRANDE
Director of Planning


Marc Woerschling
Deputy Advisory Agency

MJL:MW:NR:mkc

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April 21, 2015
Centex Homes (O)
c/o David J. Alpern

VTN West, Inc. (R)
c/o George S. Colvin
9255 Deering Avenue, Suite 200
Chatsworth, CA 91311

RE: Tentative Tract No.: 52866-01
Related Case: None
13267 – 13275 Foothill Boulevard
C.D. : 12

**Letter of Correction –
Condition S-3(j)(2)**

On August 28, 2000, in accordance with provisions of Section 17.03 and 17.05-H of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard, West of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open lots as shown on map stamped-dated May 11, 1999.

On March 8, 2001, the Advisory Agency issued a Letter of Correction deleting Condition No's B.11 and adding Condition No's B.11 (a-e) to S-3 (i-m).

On April 25, 2001, the Advisory Agency issued a Letter of Clarification approving the recordation of Tract No. 52866 in unit maps or phases to the satisfaction of the Bureau of Engineering.

On December 31, 2014, the Advisory Agency granted a 4th revised map stamp-dated July 30, 2014 to revise the lot lines for Lot 24 in Tract 52866-01, and Lot 83 in Tract 52866. The map also revised the lot area for Lots 23-25 in Tract 52866-01, and Lots 83 & 106 in Tract 52866. The following lots were also approved for lot averaging to Lots 32 & 33 in Tract 52866-01 and Lots 1-6, 34, 35, 40-43, 45, 46, 70, 76, 77, 84-86, 90-92, and 97. The Fire Department Condition No K(20) concerning emergency access road and bridge was modified as well.

On March 17, 2015, the Advisory Agency received a letter from the Department of Transportation dated March 4, 2015 (Exhibit A) to correct condition language imposed by the Advisory Agency determination dated August 20, 2000, specifically Condition A.3.g. Condition A.3.g was amended as recommended by the Department of Transportation.

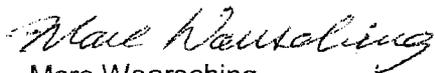
It has been discovered that the Letter of Correction issued on March 8, 2001 has a typographical error to Condition S-3(j)(2) and must be corrected to note a 50-foot wide roadway as indicated under the Valley Circle street widening plan (Exhibit D) attached. Therefore, the following Condition S-3(j)(2) is hereby corrected to read:

REVISE ENGINEERING CONDITION S-3 (j)(2) as follows:

- (j) Improve Valley Circle Boulevard being dedicated and adjoining the tract by the construction of the following:
 - (1) A concrete curb, a concrete gutter, and improvements consistent with Section 3.3.7 of CPC No. 99-0218 (DA), Development Agreement (Valley Circle Improvements).
 - (2) Improve Valley Circle Boulevard, consistent with the intent of the attached (Exhibit D) and to the satisfaction of the City Engineer.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

Note: ALL other conditions of approval shall apply and remain unchanged.

MICHAEL J. LOGRANDE
Director of Planning


Marc Woerschling
Deputy Advisory Agency

MJL:JF:MW:NR:mkc

EXHIBIT D

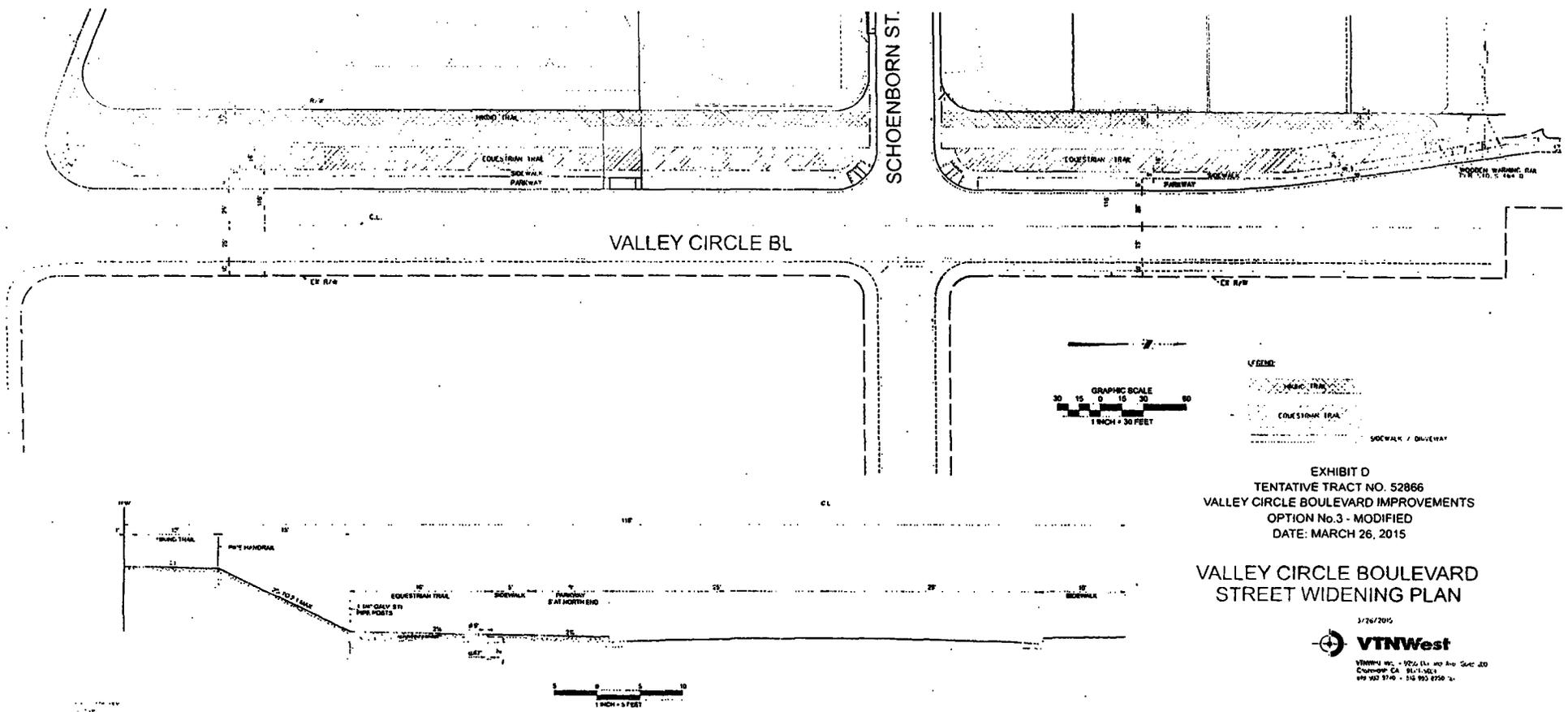


EXHIBIT D
 TENTATIVE TRACT NO. 52866
 VALLEY CIRCLE BOULEVARD IMPROVEMENTS
 OPTION No.3 - MODIFIED
 DATE: MARCH 26, 2015

VALLEY CIRCLE BOULEVARD STREET WIDENING PLAN

3/26/2015
 **VTNWest**
 VTNWest Inc. • 1926 Elm St. • Suite 200
 Channaham, CA 95113-1611
 415-957-8740 • 415-957-8750 fax

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March 17, 2015
Centex Homes (O)
c/o David J. Alpern

VTN West, Inc. (R)
c/o George S. Colvin
9255 Deering Avenue, Suite 200
Chatsworth, CA 91311

RE: Tentative Tract No.: 52866 & 52866-01
Related Case: None
13267 – 13275 Foothill Boulevard
C.D. : 12

Letter of Correction –
Condition A.3.g

On August 28, 2000, in accordance with provisions of Section 17.03 and 17.05-H of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard, West of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open lots as shown on map stamped-dated May 11, 1999.

On April 25, 2001, the Advisory Agency issued a Letter of Clarification approving the recordation of Tract No. 52866 in unit maps or phases to the satisfaction of the Bureau of Engineering.

On December 31, 2014, the Advisory Agency granted a 4th revised map stamp-dated July 30, 2014 to revise the lot lines for Lot 24 in Tract 52866-01, and Lot 83 in Tract 52866. The map also revised the lot area for Lots 23-25 in Tract 52866-01, and Lots 83 & 106 in Tract 52866. The following lots were also approved for lot averaging to Lots 32 & 33 in Tract 52866-01 and Lots 1-6, 34, 35, 40-43, 45, 46, 70, 76, 77, 84-86, 90-92, and 97. The Fire Department Condition No K(20) concerning emergency access road and bridge was modified as well.

The Advisory Agency received a letter from the Department of Transportation dated March 4, 2015 (Exhibit A) to correct condition language imposed by the Advisory Agency determination dated August 20, 2000, specifically Condition A.3.g. After a thorough review of the request and the recommendations of the Department of Transportation, it was the determination of the Advisory Agency to amend Condition A.3.g and add new language recommended by the Department of Transportation to read as follows:

ADD LAND USE CONDITION A.3.g to read:

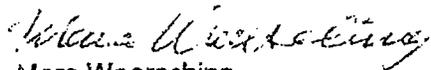
3. Prior to the recordation of the final map, the subdivider will prepare and execute a covenant and agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to

the following:

- g. Valley Circle improvements shall include installation of 2-flashing lights which can be activated by equestrians crossing Valley Circle Boulevard.
 1. That the developer deposit \$155,000 with the Department of Transportation, in DOT Trust Fund #840, Miscellaneous Account #2200, as a mutually agreed upon alternative allowing them to satisfy their Land Use Requirement A.3.g under the Transportation/Circulation Requirement F. Note 1.
 2. That the developer terminate the equestrian trail on the west side of Valley Circle Boulevard, immediately south of Jensen Drive, with a barricade.

Note: ALL other conditions of approval shall apply and remain unchanged.

MICHAEL J. LOGRANDE
Director of Planning


Marc Woerschling
Deputy Advisory Agency

MJL:JF:MW:NR:mkc

DEPARTMENT OF
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200 N. SPRING STREET, ROOM 525
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AND
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VAN NUYS, CA 91401

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December 31, 2014

Centex Homes (O)
c/o David J. Alpern

VTN West, Inc. (R)
c/o George S. Colvin
9255 Deering Avenue, Suite 200
Chatsworth, CA 91311

RE: Tentative Tract No.: 52866 & 52866-01
Related Case: None
13267 – 13275 Foothill Boulevard
C.D. : 12

**4th REVISED MAP(2 sheets)/
MODIFICATION**

On August 28, 2000, in accordance with provisions of Section 17.03 and 17.05-H of the Los Angeles Municipal Code (LAMC), the Advisory Agency approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard. West of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open lots as shown on map stamped-dated May 11, 1999.

On April 25, 2001, the Advisory Agency issued a Letter of Clarification approving the recordation of Tract No. 52866 in unit maps or phases to the satisfaction of the Bureau of Engineering.

On July 30, 2014, the applicant filed a 4th revised map stamp-dated July 30, 2014 to revise the lot lines for Lot 24 in Tract 52866-01, and Lot 83 in Tract 52866. The map also revises the lot area for Lots 23-25 in Tract 52866-01, and Lots 83 & 106 in Tract 52866. The following lots are also requested for lot averaging in order to require less grading than would a subdivision of conventional design not utilizing lot averaging as follows: Lots 32 & 33 in Tract 52866-01 and Lots 1-6, 34, 35, 40-43, 45, 46, 70, 76, 77, 84-86, 90-92, and 97.

The request includes the modification of the Fire Department Condition No. K(20) concerning the emergency access road and bridge.

After a thorough review of the request and the recommendations of the Subdivision Committee, it was the determination of the Advisory Agency to **grant the tract modification request, and modify the conditions of approval as follows:**

MODIFY ENGINEERING CONDITION NO. B.1, B.4, B9(b), and B9(d) to read:

- B.1. That a 50-foot wide and variable width strip of land be dedicated along Valley Circle Boulevard adjoining the subdivision to complete a 116-foot wide public right-of-way including a 20-foot radius property line return at the intersection with Roscoe Boulevard.

B.4 That a 46-foot wide right-of-way be dedicated for proposed "D" Street including a 46-foot radius property line cul-de-sac at the terminus and 15-foot radius property line return at the intersection with "C" Street.

B9(b) That a 46-foot wide rights-of-way be dedicated for Roscoe Boulevard southerly of "B" Street, and "A" Street south of "B" Street including a 46-foot radius cul-de-sac at their terminus between Roscoe Boulevard.

B9(d) That a 28-foot wide emergency access road be dedicated to the City of Los Angeles on an alignment satisfactory to the Fire Department and Department of Building and Safety and be shown on the final map satisfactory to the City Engineer.

ADD A NEW ENGINEERING CONDITION NO. B9(e) to read:

B9(e) That an additional 5-foot wide public street easement be provided along both sides of all proposed public streets.

MODIFY ENGINEERING CONDITION NO. S-39(i)(m) to read:

Improve the emergency access road as stated and modified herein under Condition No. B9(d) by the construction of a 28-foot wide roadway. This roadway shall be designed, constructed, and inspected by the Department of the Building and Safety and also satisfactory to the Fire Department.

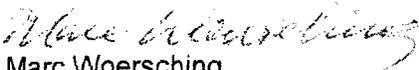
MODIFY FIRE DEPARTMENT CONDITION NO. K(20) to read:

K(20) That the fire emergency road and the bridge shall conform to the Building and Safety design and construction standards and be satisfactory to the Fire Department.

MODIFY WILDLIFE CORRIDOR CONDITION W-7 to read as written in the Mountains Recreation & Conservation Authority (MCRA) letter dated September 9, 2014 and include the attached MCRA proposed Exhibit A.

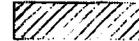
Note: ALL other conditions of approval shall apply and remain unchanged.

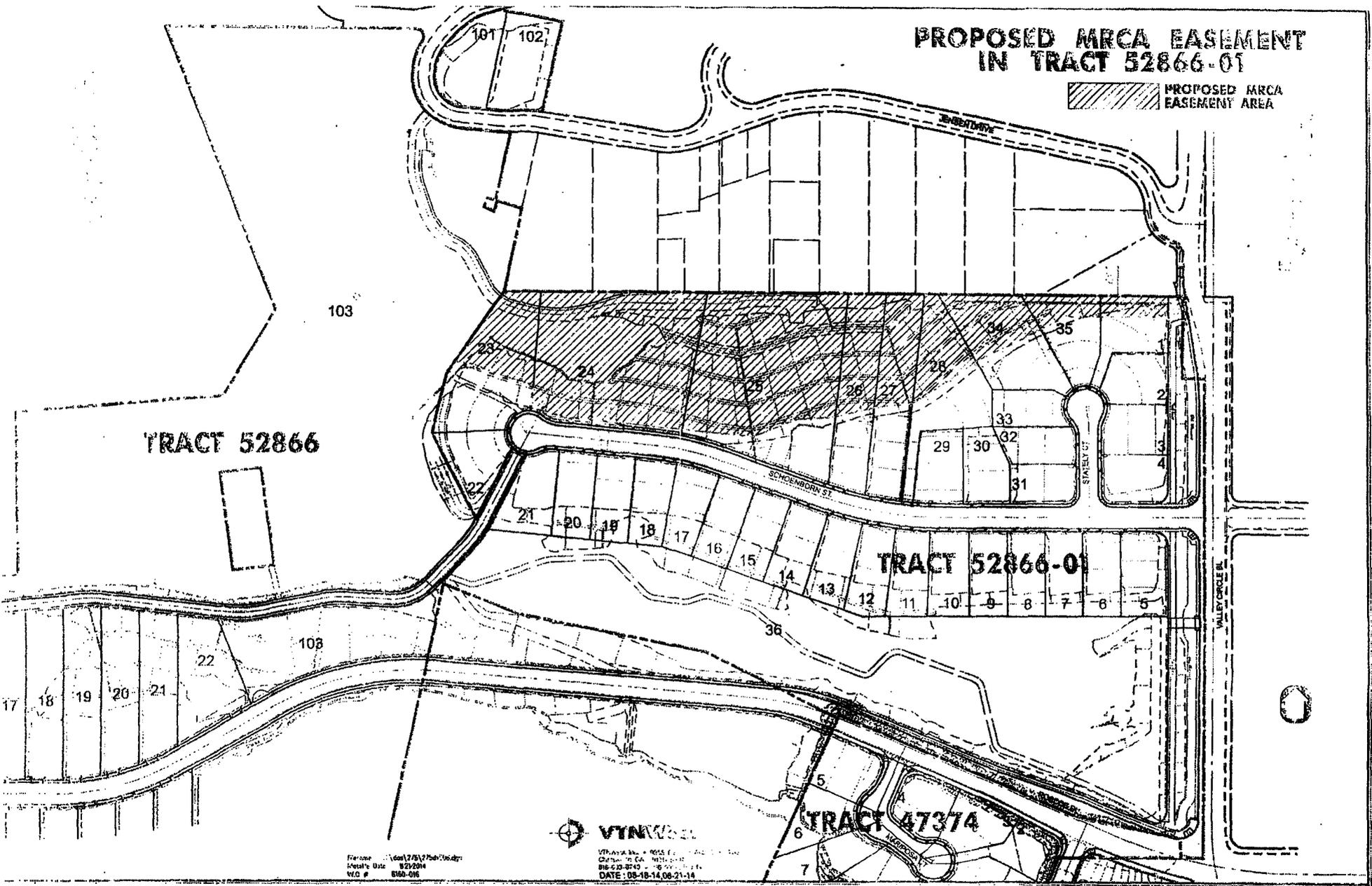
MICHAEL J. LOGRANDE
Director of Planning


Marc Woerschling
Deputy Advisory Agency

MJL:JF:MW:NR:mkc

**PROPOSED MRCA EASEMENT
IN TRACT 52866-01**

 **PROPOSED MRCA
EASEMENT AREA**



TRACT 52866

TRACT 52866-01

TRACT 47374



File no: 160175/2760/1648
 Met's Date: 8/2/2014
 V.C. #: 8160-016

VINKVOEL, INC. • 9015 E. 1st Ave. Suite 100
 Denver, CO 80231-2012
 303-733-8740 • 303-733-8741
 DATE: 08-18-14 08-21-14



MOUNTAINS RECREATION & CONSERVATION AUTHORITY
Ramirez Canyon Park
5810 Ramirez Canyon Road
Malibu, California 90265
Phone (310) 589-3230 Fax (310) 589-3237

September 9, 2014

Nelson Rodriguez
6262 Van Nuys Boulevard
Van Nuys, California 91401

**Modified Wildlife Corridor for Condition W-7 for
Tentative Tract Map No. 52866 (City Plan Case No. 99-0218 DA)**

Dear Mr. Rodriguez:

The applicant for Tentative Tract Map No. 52866 (City Plan Case No. 99-0218 DA) has reached out to the Mountains Recreation and Conservation Authority (MRCA) in regards to modifying a condition of approval for the proposed tentative tract map. Pursuant to the conditions of approval from the City of Los Angeles (decision date: August 28, 2000), Tentative Tract Map No. 52866 must satisfy Condition W-7, which states:

One lot has been eliminated from the northeast corner of the development area and the Developer shall dedicate to MRCA a wildlife corridor easement of not less than fifty (50) feet in width, adjacent to Lots 134, 135, and 136 to provide a future habitat linkage between Dayton Canyon and Chatsworth Reservoir. Brush clearance within this corridor is to be the responsibility of the Homeowners Association and shall comply with all requirements of the City of Los Angeles Fire Department. The Developer shall dedicate to MRCA a minimum fifty (50) foot conservation easement over this habitat linkage between Valley Circle Boulevard and the fee title public open space.

The Mountains Recreation and Conservation Authority (MRCA) has met with David Alpern, the authorized project representative, and George Colvin, the project engineer on August 15, 2014 to discuss a modification of the proposed fifty-foot wide wildlife corridor pursuant to Condition W-7. Since the condition was first finalized in 2000, Lots 134, 135, and 136 has now been renumbered to Lots 1, 35, and 34 respectively.

The requested modification, as shown in the attached Exhibit, includes a decrease of the proposed wildlife corridor from fifty-feet-wide to forty-feet-wide on Lot 1 and a portion of Lot 35, and a widening of the wildlife corridor beyond fifty-feet-wide on Lot 34. Adjacent to the west of Lot 34 is Lot 28, followed by Lots 27, 26, 25, 24, and 23 respectively. Portions of the hillside on the northern portions of Lot 28 through Lot 23 will be dedicated to MRCA as a conservation easement, which would connect to the

Mr. Nelson Rodriguez
Modification to Condition W-7 for Tentative Tract Map No. 52866
September 9, 2014

Page 2

required fee simple open space dedication adjacent to the west of Lot 23. The newly proposed conservation easement area is shown in the attached Exhibit.

Per Condition W-11 in the City's letter of approval, the developer is required to install a block wall at the base of the hillside at the rear of Lots 1, 35, 34 and Lots 28 through 25. This wall shall not be located within the wildlife corridor conservation easement as shown in the attached Exhibit under any circumstances.

The modified conservation easement creates a more functional guaranteed habitat linkage for wildlife movement between Chatsworth Reservoir and Dayton Canyon. Therefore, the MRCA approves of the requested modification, provided that all of the remaining criteria of condition W-7 are met regarding brush clearance within the wildlife corridor, and that all other conditions of approval for the Open Space/Conservation section of the City's letter of approval remain in effect.

Thank you for your consideration of our comments. If you have any questions, please feel free to contact Jessica Nguyen of MRCA staff at (310) 589-3230, extension 125, or via email at jessica.nguyen@mrca.ca.gov.

Sincerely,



Paul Edelman
Chief of Natural Resources and Planning

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

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Date: DEC 04 2007

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16133 Ventura Boulevard, Suite 920
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Crosby Mead Benton & Associates (R)
6345 Balboa Boulevard, # 140
Encino, CA 91316

Centex Homes (O)
27200 Tournay Road, # 200
Valencia, CA 91355

RE: Tentative Tract No. 52866
Council District No. 3

EXTENSION OF TIME

On August 28, 2000, the Deputy Advisory Agency approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard, for a maximum of 147 single-family lots as shown on map with an expiration date of August 28, 2003. On April 3, 2003, a request for Extension of Time was accepted by the Planning Department. The Extension of Time was granted until August 28, 2008. This date did not take into account the Development Agreement for the site, which allows the tract to expire 15 years from the date of final approval by the City of project plans for the development. Therefore, the tract is entitled to be extended until August 28, 2015.

Per Section 66452.6(a)(i) of the State Map Act, the Deputy Advisory Agency approves an extension to 15 years from the decision date as shown in the Development Agreement between the applicant and the City for this project to the expiration date of August 28, 2015. No further extension of time to record the final map can be granted.

S. Gail Goldberg, AICP
Advisory Agency

MICHAEL S. Y. YOUNG
Deputy Advisory Agency

MSYY:GC:ek

CITY OF LOS ANGELES
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ANTONIO R. VILLARAIGOSA
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DECISION DATE: May 31, 2006

APPEAL END DATE: June 12, 2006

Board of Public Works (with file)

Centex Homes (O)
Attn: Mr. John Fitzpatrick
27200 Tourney Road, #200
Valencia, CA 91355

Crosby, Mead & Benton Assoc. (R)
AKA Stantec
Attn: Fred Cunningham
6345 Balboa Boulevard, #140
Encino, CA 91316

Wayne Avrashow, Esq. (R)
16133 Ventura Boulevard, #920
Encino, CA 91436

Re: Tract No: 52866-M1
Council District No. 3 and 12

MODIFICATION
RECEIVED AND FILED

On May 31, 2006, the subdivider's representative submitted a written request that proceedings on Tentative Tract No. 52866-M1 (Modification) be terminated.

The tentative tract Modification was filed with the Department of City Planning on August 29, 2003 and was located at 24000 West Roscoe Boulevard in the Chatsworth-Porter Ranch Community.

The Advisory Agency had taken no formal action on this Modification prior to receiving the written request for termination of proceedings.

In view of the above, and in accordance with provisions of the State Subdivision Map Act and Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency on

May 31, 2006 agreed to terminate all proceedings relative to Tentative Tract No. 52866-M1 and directed that the Modification application be received and filed.

Sincerely,

S. Gail Goldberg
Advisory Agency, AICP


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:SP;jh

CITY OF LOS ANGELES
CALIFORNIA

DEPARTMENT OF
CITY PLANNING
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

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May 17, 2005

Ronald Gallagher(A)(O)
Centex Homes
27200 Tourney Road, Suite 200
Valencia, CA 91355

Gregg Masini (R)
Seymour Consulting Group
15233 Ventura Boulevard, Suite 1002
Sherman Oaks, CA 91403

Department of Building and Safety

RE: Tentative Tract 52866 Lots 1-152
RELATED CASE NO. Tentative Tract 52866-M1
CPC 99-0206 (ZC)(GPA)(AN)
CPC 99-021(DA)

Chatsworth-Porter Ranch and Canoga Park-
Winnetka-Woodland Hills-West Hills Planning
Area

Zone : [T]RE11-1, [T]RE9-1, [T]RA1-1,
D.M. : 195A089, 193.5A089, 192B089,
189B089, 195A091, 193.5A091, and
198B089

C.D. : 12 and 3
CEQA : EIR98-0227-MPR/SUB/DA/ANNEX
Fish and Game: Not Exempt
Legal Description: TT 52866 Lots 1-152

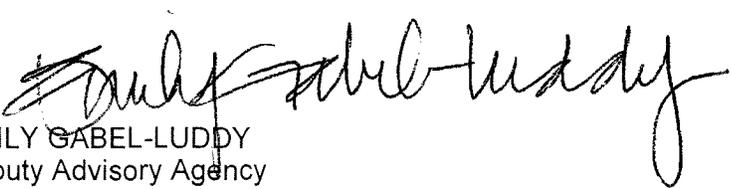
COMMUNICATION

Pursuant to Section 17.03 of the Los Angeles Municipal Code, on August 28, 2000 the Advisory Agency approved Tentative Tract No. 52866 located at 24000 Roscoe Boulevard west of Valley Circle Boulevard. The Tentative Tract was approved for 147 single-family lots with 5 open space lots. As allowed under Section 17.05-H 1 of the Municipal Code the Tract Map was approved for lot averaging with a maximum of 19.7% undersized lots.

Subsequent to that approval, a revised Tentative Tract Map labeled "Information Only" was submitted on September 8, 2004. The Advisory Agency reviewed and approved that map with respect to the phasing, new configuration, and revised lot numbering. The revised map utilized lot averaging as well, with a total of 12.3% of the RE11-H and RE9-H zoned lots being undersized. The percentage of undersized lots are within the parameters required by Section 17.05-H 1 of the Municipal Code and in substantial compliance with the originally approved Tentative Tract.

Sincerely,

Con Howe
Advisory Agency


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:jh



DEPARTMENT OF
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200 N. SPRING STREET, ROOM 525
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December 1, 2004

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Tract Map No.: 52866
Related Cases: CPC 99-0206(ZC)(GPA)(AN)
CPC 99-0218(DA)

Council Districts: 3 and 12
EIR No.: 98-0227

LETTER OF CLARIFICATION

On August 28, 2000, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Tentative Tract No. 52866 located at 24000 Roscoe Boulevard west of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open lots as shown on map stamped-dated by the City Planning Department May 11, 1999.

The applicant has requested that the Advisory Agency clarify Condition G. "Biological Resources," based upon a revised oak tree report regarding the removal and replacement of Oak Trees as conditioned therein.

I have subsequently reviewed the case file and my action of August 28, 2000. Condition G. incorporates the mitigation measures in the City approved Oak Tree Report of June 28, July 14 -18, 1998 prepared by landscape architect the L. Newman Design Group. Subsequent to the 2000 Advisory Agency Approval, a February 4, 2004 Oak Tree Report was also submitted by the L. Newman Design Group and approved by both the Division of Land and the Street Tree Divisions.



Based upon the applicant's revised location of certain access roads and alterations in the design of certain improvements, the landscape architectural firm the Design Consortium submitted a September, 2004 addendum to the approved oak tree report.

As stated in the Design Consortium Addendum, one hundred and fifty five (155) oak trees will be removed, while the approved Oak Tree Report designated the removal of one hundred and fifty seven (157) oak trees. Therefore, this results in a net decrease of two (2) oak trees that are scheduled for removal.

Condition G and the Final Environmental Impact Report of April, 1999, EIR No.: 98-0227 stated that "a total of 270 15-gallon coast live oak trees shall be planted on site as replacement trees." This replacement amount was consistent with the City's Oak Tree Preservation Ordinance (Section 17.05 R, Los Angeles Municipal Code) which mandates, among other requirements, that two oak trees be replaced for every oak tree removed and such replacement oak tree size shall be a 15 gallon tree. This approved and adopted EIR concluded that conformance with the City's Oak Tree Preservation Ordinance would have a "less than significant environmental impact." The Condition's requirements for oak tree replacement, in ratio and size, have not been altered.

It is the intent of the Oak Tree Preservation Ordinance to preserve and replace oak trees. The applicant's revised location of access roads and alterations in the design of improvements, which now will preserve two (2) additional oak trees, reflect the intent and language of the City's applicable ordinance and policies.

The Map was also subject to the terms and conditions of a Development Agreement executed by the Owner's successor in interest, and the City of Los Angeles, adopted by the City Council, and recorded by the County Recorder on June 29, 2001.

The Development Agreement does not specifically address oak trees or Condition G. Per the Development Agreement, the Developer has a right to initiate subsequent Discretionary Actions (as such is defined therein), subject to the rules, regulations, ordinances and official policies of the City (paragraph 3.2.4); and the City agreed to, "not unreasonably withhold or unreasonably condition any Discretionary Action...in order for the Project to proceed." (paragraph 3.2.5). Accordingly, there is no prohibition in the Development Agreement that would restrict the issuance of this Letter.

Neither the Development Agreement, the EIR, nor the Advisory Agency Decision conditioned the specific location for the removal and/or replacement of oak trees. The September, 2002 Design Consortium Oak Tree Report and accompanying Exhibits has been provided to and approved by the Department.

Con Howe
Advisory Agency



Emily Gabel-Luddy
Deputy Advisory Agency

EGL:jh

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Date: April 22, 2004

Suncal Companies
21601 Devonshire Boulevard
Chatsworth, CA 91311

Crosby Mead Benton & Associates
6345 Balboa Blvd., #140
Encino, CA 91316

Re: Tract No.: 52866
Council District No. 3

LETTER OF CORRECTION

On August 28, 2000, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency conditionally approved Tract No. 52866, located at 24000 Roscoe Boulevard.

It has been discovered that Condition No. S-3(l) is incorrect. Therefore, Condition No. S-(l) should be changed to read as follows:

Correct Condition No. S-3(l) to read:

S3-(l) Improve Roscoe Boulevard north of "B" Street, "A" Street north of "B" Street and "C" Street being dedicated by the construction of the following:

- (1) Concrete curbs, concrete gutters and 5-foot concrete sidewalks.
- (2) Suitable surfacing to provide 40-foot wide roadways.
- (3) Any necessary removal and reconstruction of the existing improvements.
- (4) Suitable improvements of the 35-foot curb radius cul-de-sacs at the terminus.

Add new Condition No. S-3(n) to read:

Improve Roscoe Boulevard south of "B" Street, "A" Street south of "B" Street and "D" Street being dedicated by the construction of the following:

- (1) Concrete curbs, concrete gutters and 5-foot concrete sidewalks.
- (2) Suitable surfacing to provide 36-foot wide roadways.



- (3) Any necessary removal and reconstruction of existing improvements.
- (4) Suitable improvements of the 35-foot curb radius cul-de-sacs at the terminus.

All other conditions remain unchanged.

Con Howe
Advisory Agency


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:DLK:jh

n:...LtrCorrection&Clarification(cp-6606)(03/18/02DLK)

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200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801

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Date: June 5, 2003

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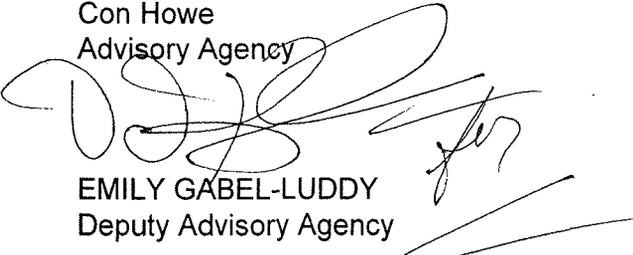
Re: Tract No. 52866
Council District No. 3

EXTENSION OF TIME

On August 28, 2000, the Advisory Agency conditionally approved this tentative tract. In accordance with the provisions of Section 66452.6, Article 2, Chapter 3 of the Government Code, and Section 17.07-A and Ordinance No. 157,612 of the Los Angeles Municipal Code, the Advisory Agency hereby grants a 5-year extension, totaling 8 years, from the decision date for the recording of the final map of Tract No. 52866 located at 24000 Roscoe Boulevard, in the Chatsworth-Porter Ranch & Canoga Park-Winnetka-Woodland Hills-West Hills Community.

Therefore, the new expiration date for the subject tract is August 28, 2008 and no further extension of time to record a final map can be granted.

Con Howe
Advisory Agency


EMILY GABEL-LUDDY
Deputy Advisory Agency

CH:EGL:JH

CP-6751

NOTE: IF THERE IS A (T) OR (Q) ZONE ASSOCIATED WITH YOUR TRACT, THE TENTATIVE TRACT EXTENSION WILL NOT EXTEND THE ZONE CHANGE APPROVAL. AN EXTENSION OF THE ZONE CHANGE IN THE (T) OR (Q) IS A SEPARATE REQUEST FROM THE PLANNING COMMISSION.



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Date: APR 25 2001

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6345 Balboa Boulevard, #140
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Re: Tract No. 52866
Council District No. 3

LETTER OF CLARIFICATION

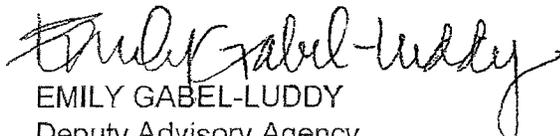
On August 28, 2000, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency conditionally approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard.

The Tentative Tract Map included a footnote requesting the ability to record in phases or unit maps but the decision letter made no reference to approving said request. The Bureau of Engineering has requested a letter from the Deputy Advisory Agency regarding this issue.

Therefore, the Deputy Advisory Agency hereby approves the recordation of Tract No. 52866 in unit maps or phases to the satisfaction of the Bureau of Engineering.

All other conditions remain unchanged.

Con Howe
Advisory Agency


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:oss
a:52866cla

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DATE: MAR 08 2001

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Crosby, Mead, Benton, & Associates
6345 Balboa Bl., #140
Encino, CA 91316

Re: Tract No. 52866
Council District No. 3

LETTER OF CORRECTION

On August 28, 2000, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency conditionally approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard.

It has been discovered by the City Engineer that Condition No. B.11 is incorrect. The content of the condition should be included as a part of the S-3 standard conditions. Therefore, the conditions should be changed to read as follows:

Delete Condition No. B.11.

Add Condition Nos. B. 11 (a-e) to S-3 (i-m) to read:

S-3

(i) After submittal of hydrology and hydraulic calculations and drainage plans for review by the City Engineer prior to recordation of the final map, drainage facilities may include the construction of the following satisfactory to the City Engineer:

(1) Remove and reconstruct any existing catch basins and storm drain adjoining the subdivision in connection with street widening required

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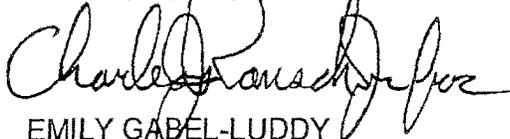
herein.

- (2) Debris basin.
 - (3) Retention basin.
 - (4) Storm drain systems with suitable outlets
- (j) Improve Valley Circle Boulevard being dedicated and adjoining the tract by the construction of the following:
- (1) A concrete curb, a concrete gutter, and a improvements consistent with Section 3.3.7 of CPC No. 99-0218 (DA), Development Agreement (Valley Circle Improvements).
 - (2) Suitable surfacing to join the existing pavement and to complete a 30-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.
- (k) Improve Roscoe Boulevard between Valley Circle Boulevard and Quiet Hills Court being dedicated by the construction of the following:
- (1) A concrete curb, a concrete gutter and a 5-foot concrete sidewalk.
 - (2) Suitable surfacing to join the existing pavement and to complete a 70-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.
- (l) Improve Roscoe Boulevard, "A" Street, "B" Street, "C" Street, and "D" Street being dedicated by the construction of the following:
- (1) Concrete curbs, concrete gutters and 5-foot concrete sidewalks.
 - (2) Suitable surfacing to provide 40-foot wide roadway.

- (3) Any necessary removal and reconstruction of existing improvements.
 - (4) Suitable improvements of the 35-foot curb radius cul-de-sacs at the terminus all satisfactory to the City Engineer.
- (m) Improve the emergency access road by the construction of a 28-foot roadway satisfactory to the City Engineer:
- (1) A concrete curb and a concrete gutter.
 - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

All other conditions remain unchanged.

Con Howe
Advisory Agency



EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:CR:ai

a:52866cor

CITY OF LOS ANGELES
CALIFORNIA

✓ NP

DEPARTMENT OF
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Date: DEC 12 2000

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Re: Tentative Tract No. 52866
Council District No. 3

LETTER OF CORRECTION

On August 28, 2000, in accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency conditionally approved Tentative Tract No. 52866, located at 24000 Roscoe Boulevard.

It has been discovered by the City Engineer that Condition Nos. 4, 9b, and 10 are incorrect. Therefore, the following conditions should be changed to read as follows:

Correct Condition No. 4 to read:

4. That a 44-foot wide right-of-way be dedicated for proposed "D" Street including a 44-foot radius property line cul-de-sac at the terminus and 15-foot radius property line returns at the intersection with "C" Street satisfactory to the City Engineer.

Correct Condition No. 9b to read:

- 9b. That a 44-foot wide right-of-way be dedicated for Roscoe Boulevard southerly of "B" Street, and "A" Street south of "B" Street including 44-foot radius cul-de-sacs at their terminus between Roscoe Boulevard satisfactory to the City Engineer.

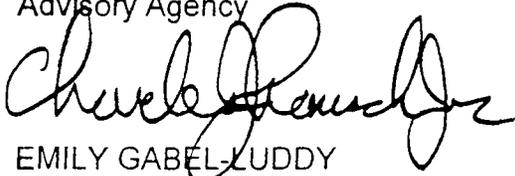
Correct Condition No. 10 to read:

10. That four-foot wide public street easements be dedicated adjoining all the proposed public streets (both sides) for street trees, street lights, and fire hydrants purposes all satisfactory to the City Engineer.



All other conditions remain unchanged.

Con Howe
Advisory Agency

A handwritten signature in black ink, appearing to read "Emily Gabel-Luddy". The signature is written in a cursive style with a large initial "E".

EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:CR:ai

a:52866cor

CITY OF LOS ANGELES

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RICHARD J. RIORDAN
MAYOR

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INFORMATION
(213) 580-1172

Decision Date: August 28, 2000

Appeal Period Ends: September 8, 2000

Suncal Companies
21601 Devonshire Blvd., Suite 116
Chatsworth, CA 91311

Crosby Mead Benton & Associates
6345 Balboa Blvd #140
Encino, CA 91316

Re: Tract Map No.: 52866
Related Cases: CPC 99-0206(ZC)(GPA)(AN)
CPC 99-0218(DA)

Council District : 3
Existing Zone: A1-1, OS-1XL
Community Plan: Chatsworth-Porter Ranch-
Canoga Park-Winnetka-
Woodland Hills-West Hills

EIR No.: 98-0227
Fish and Game: Not Exempt

In accordance with provisions of Section 17.03 of the Los Angeles Municipal Code, the Advisory Agency approved Tentative Tract No. 52866 located at 24000 Roscoe Boulevard west of Valley Circle Boulevard for a maximum new 147-lot single-family development and five open space lots as shown on map dated May 5, 1999 (stamp-dated by the City Planning Department May 11, 1999). Verification should be obtained from the Department of Building and Safety which will legally interpret the Zoning Code as it applies to this particular property. Conditions identified with a "#" may only be cleared by the Advisory Agency or a City Planner. For an appointment call (213) 580-5532. The Advisory Agency's approval is subject to the following conditions:

A. LAND USE

1. The project developer shall obtain all necessary permits from the City of Los Angeles and ensure compliance with all identified conditions of approval.
2. The applicant shall be required to demonstrate prior to development, the

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201 NORTH FIGUEROA STREET, ROOM 300 - (213) 977-6083
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dedication of the 214.4 acres of permanent open space to a conservancy agency. An additional minimum of 36 acres, not to exceed 56 acres of open space within the tentative tract map shall also be provided. Refer to Condition No. W-2. (MM)

3. Prior to the recordation of the final map, the subdivider will prepare and execute a covenant and agreement (Planning Department General Form CP-6770) in a manner satisfactory to the Planning Department, binding the subdivider and all successors to the following:
 - a. Limit the proposed development to a maximum of 147 single-family dwelling units and five open space lots.
 - b. Provide a minimum of two covered off-street parking spaces per dwelling unit.
 - c. Install within the project an air filtration system (either charcoal or electronic) to reduce the air quality effects on the project residents.
 - d. Construct all exterior walls, floor-ceiling assemblies (unless within a unit) and windows having a line of sight (30 degrees as measured from the horizontal plane) of private and/or public streets with double-pane glass or an equivalent and in a manner to provide an airborne sound insulation system achieving a Sound Transmission Class of 50 (45 if field tested) as defined in UBC Standard No. 35-1, 1982 edition.
 - e. Prior to the issuance of any building permits, the development of each lot shall comply with the Development Standards (and any subsequent amendments thereto) made part of Development Agreement City Plan Case No. 99-0218 DA to the satisfaction of the Deputy Advisory Agency. These Development Standards are attached to the Tract file and to this letter of determination. These standards supersede standards otherwise contained in the Los Angeles Municipal Code.
 - f. Prior to the issuance of any grading permits, infrastructure improvements, including streets and trails, shall comply with the Development Standards (and any amendments thereto) made part of the Development Agreement City Plan Case No. 99-0218 (DA) to the satisfaction of the Bureau of Engineering and the Deputy Advisory Agency.
 - g. Valley Circle improvements shall include installation of 2-flashing lights which can be activated by equestrians crossing Valley Circle

Boulevard.

4. Violations - That prior to recordation, the Department of Building and Safety certify that there are no Building or Zoning Code violations.
5. That approval of this tract constitutes approval of model home uses, including a sales office and off-street parking. If models are constructed under this tract approval, the following conditions shall apply:

Prior to recordation of the final map, the subdivider shall submit a plot plan for approval by the Division of Land Section of the Department of City Planning showing the location of the model dwellings, sales office and off-street parking.

All other conditions applying to model dwellings under Sections 12.22-A, 10 and 11 of the Code shall be fully complied with satisfactory to the Department of Building and Safety.

6. Prior to recordation, or prior to the issuance of any grading or building permit, whichever occurs first, the applicant shall submit and record as a Covenant and Agreement a Mitigation Monitoring and Reporting Program satisfactory to the Advisory Agency that incorporates all mitigation measures required by the Final EIR No. 98-0227 (MPR)(SUB)(DA)(ANNEX), taking into consideration any modified and additional mitigation measures required by the Planning Commission and/or City Council. The program shall require the subdivider to identify (a) mitigation monitor(s) who shall provide annual status reports for a period of ten years, beginning immediately after completion of construction of each phase of the development, to implement mitigation items required above. The mitigation monitor(s) shall be identified as to their areas of responsibility, and phase of intervention (pre-construction, construction, post-construction/ maintenance) to ensure continued implementation of the above mentioned mitigation items.
7. Prior to recordation, all annexations of the subject property to the City of Los Angeles shall be completed. The applicant shall complete the annexation within 36 months of the effective date of this letter of determination.
8. All off-site public street dedications shall be completed prior to recordation of the final map as secured under CPC 99-0218(DA) Development Agreement being processed concurrently with the subject subdivision. Such Development Agreement shall include a provision, as volunteered by the subdivider that final map recordation will not be sought prior to securing all off-site public street dedications.

9. Prior to issuance of any grading permit, subdivider shall prepare a site and generalized landscape plan to the satisfaction of the Advisory Agency identifying horse/hiking trails on the subject property and a trailhead or rest area (where feasible, parking for a minimum 2-two horse trailer/truck units) with water, bench(s), tie-up facility and shade trees. #

B. ENGINEERING

1. That a 50-foot wide and variable width strip of land be dedicated along Valley Circle Boulevard adjoining the subdivision to complete a 100-foot wide street dedication in accordance with Major Highway Standards including a 20-foot radius property line return at the intersection with Roscoe Boulevard all satisfactory to the City Engineer.
2. That a variable width strip of land be dedicated along Roscoe Boulevard between Valley Circle Boulevard and Quiet Hills Court adjoining the subdivision to complete a minimum 90-foot wide street dedication.
3. That a minimum 50-foot wide right-of-way be dedicated for Roscoe Boulevard between the westerly Tract boundary of Tract No. 4734 and the existing Los Angeles City boundary line within the tract on an alignment satisfactory to the City Engineer (the portion within the Ownership No. 4 as shown on the radius map may be dedicated by a separate instrument).
4. That a 46-foot wide right-of-way be dedicated for proposed "D" Street including a 44-foot radius property line cul-de-sac at the terminus and 15-foot radius property line returns at the intersection with "C" Street satisfactory to the City Engineer.
5. That a 50-foot wide right-of-way be dedicated for "C" Street including a 44-foot radius property line cul-de-sac at the terminus and 25-foot radius property line returns at the intersection with Valley Circle Boulevard on an alignment satisfactory to the City Engineer.
6. That a Covenant and Agreement be recorded restricting Lots 1,129 through 134, and Lot 149 of the tract against direct vehicular access from Valley Circle Boulevard.
7. That portion of the old alignment of Valley Circle Boulevard within the tract boundary, as determined by the City Engineer, be permitted to be merged with the remainder of the subdivision pursuant to Section 66499.230-1/2 of the State Government Code, and in addition, the following be done and be administered by the City Engineer:
 - a. That consents to the public street dedication being merged and waivers of

any damages that may accrue as a result of such merger be obtained from all property owners who might have certain rights in the area being merged.

- b. That satisfactory arrangements be made with all public utility agencies maintaining existing facilities within the area being merged.

Note: The Advisory Agency hereby finds that the dedication easement to be merged is unnecessary for present or prospective public purposes and all owners of interest in the real property within the subdivision have or will have consented to the merger prior to recordation of the final map.

8. That the Los Angeles County approve that portion of the tract lying within the Los Angeles County jurisdiction a final map be recorded separately satisfactory to the County of Los Angeles County. This condition may be deleted if the property currently within the jurisdiction of the County of Los Angeles is annexed to City prior to the recordation of the final map.
9. That in the event the portion of the tract area lying within jurisdiction of the Los Angeles County is annexed to the City of Los Angeles prior to the recordation of the final map, the following conditions shall apply:
 - a. That minimum 50-foot wide right-of-ways be dedicated for the portion of proposed Roscoe Boulevard between the existing City Boundary Line and "B" Street, "B" Street and "A" Street between Roscoe Boulevard and "B" Street including 25-foot radius property line returns at their intersections and an elbow street section in "A" Street in the vicinity of Lot 67 all satisfactory to the City Engineer.
 - b. That a 46-foot wide right-of-ways be dedicated for Roscoe Boulevard southerly of "B" Street, and "A" Street south of "B" Street including 44-foot radius cul-de-sacs at their terminus between Roscoe Boulevard satisfactory to the City Engineer.
 - c. That minimum 44-foot wide future street easements and variable width future slope easements be dedicated between this tract and the ownership adjoining the westerly tract boundary and southerly tract boundary satisfactory to the Advisory Agency and the City Engineer.
 - d. That a 28-foot emergency access road be dedicated on an alignment satisfactory to the Fire Department and the City Engineer.
10. That 3-foot wide public street easements be dedicated adjoining all the proposed public streets (both sides) for street trees, street lights and fire hydrants purposes all satisfactory to the City Engineer.

11.. That the following improvements be either constructed prior to recordation of the map or that the construction be suitably guaranteed:

- a. After submittal of hydrology and hydraulic calculations and drainage plans for review by the City Engineer prior to recordation of the final map, drainage facilities may include the construction of the following satisfactory to the City Engineer:
 - (1) Remove and reconstruct any existing catch basins and storm drain adjoining the subdivision in connection with street widening required herein.
 - (2) Debris basin.
 - (3) Retention basin.
 - (4) Storm drain systems with suitable outlets

- b. Improve Valley Circle Boulevard being dedicated and adjoining the tract by the construction of the following:
 - (1) A concrete curb, a concrete gutter, and a improvements consistent with Section 3.3.7 of CPC No. 99-0218 (DA), Development Agreement (Valley Circle Improvements).
 - (2) Suitable surfacing to join the existing pavement and to complete a 30-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

- c. Improve Roscoe Boulevard between Valley Circle Boulevard and Quiet Hills Court being dedicated by the construction of the following:
 - (1) A concrete curb, a concrete gutter and a 5-foot concrete sidewalk.
 - (2) Suitable surfacing to join the existing pavement and to complete a 70-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all

satisfactory to the City Engineer.

- d. Improve Roscoe Boulevard, "A" Street, "B" Street, "C" Street, and "D" Street being dedicated by the construction of the following:
 - (1) Concrete curbs, concrete gutters and 5-foot concrete sidewalks.
 - (2) Suitable surfacing to provide 40-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) Suitable improvements of the 35-foot curb radius cul-de-sacs at the terminus all satisfactory to the City Engineer.

- e. Improve the emergency access road by the construction of a 28-foot roadway satisfactory to the City Engineer:
 - (1) A concrete curb and a concrete gutter.
 - (2) Suitable surfacing to join the existing pavement and to complete a 20-foot wide roadway.
 - (3) Any necessary removal and reconstruction of existing improvements.
 - (4) The necessary transitions to join the existing improvements all satisfactory to the City Engineer.

C. GRADING

NOTE 1. That on-site drainage be provided in a manner satisfactory to the Department of Building and Safety, Grading Division.

1. Grading shall be conducted in accordance with the Los Angeles City Code to avoid differential setting of filled material during ground shaking (MM).
2. The project shall comply with all recommendations of the consulting engineer, seismologist and the requirements of the City Bureau of Engineering and other responsible agencies (MM).
3. Structures shall be designed to meet seismic safety standards and requirements as set forth in the City of Los Angeles Building Code, subject to determination and approval by the Department of Building and Safety and other responsible agencies (MM).

4. Project development shall be in conformance with the City's Seismic Safety Plan, applicable portions of the Municipal Code and Seismic Safety requirements of the Department of Building and Safety (MM).

Fill Slopes

5. Fill slopes shall be designed at slope ratios of 2:1 (horizontal: vertical) between benches, to a maximum anticipated height of approximately 90 feet. MM
6. To maintain safety factors for surficial stability, intermediate drainage terraces shall be incorporated for all fill slopes steeper than 5:1 (horizontal: vertical) with slope height greater than 30 feet (MM).
7. Fill slopes shall be built in accordance with recommendations included in Appendix C of the Geotechnical report (MM).

Cut Slopes

8. Due to the dense nature of the bedrock, cut slopes shall be designed to a maximum height of approximately 240 feet at gradients of 2:1 (MM).
9. Detailed mapping shall be performed on all cut slopes, during grading (MM).

Natural Slopes

10. Debris protection shall be required below natural drainage swales and the steeper natural slopes on the site. In the area south of Lots 39 through 50, adequate area shall be provided behind the debris containment structures for cleanout. Maintenance of debris shall be required (MM).

Removals

11. Removal of the alluvium and colluvium shall be required. Removals shall extend into competent bedrock material (MM).

Subdrains

12. Subdrain systems shall be provided in all canyon bottoms and stabilization fills prior to fill placement (MM).
13. Filter material shall be Class 2 permeable filter, or No. 2 and No. 3 concrete aggregate gradients per standard specifications for Public Works Construction, or approved equivalent, inspected and tested to verify its suitability (MM).

14. Subdrain pipe shall consist of Schedule 40 or equivalent and shall be a minimum of 6 inches in diameter for lengths up to 500 feet, 8 inches for lengths over 500, and two 8-inch pipes for lengths over 1,000 feet (MM).
15. The Engineering Geologist shall evaluate the necessity of placing additional subdrains, during grading (MM).
16. All subdrainage systems shall be inspected by the Engineering Geologist and Geotechnical Engineer prior to cover with compacted fill (MM).

Lot Capping

17. All cut and transition lots on the site shall be overexcavated a minimum of 5 feet or to bedrock level and provided with a compacted fill blanket. The fill cap shall be verified by the project surveyors (MM).

Rock Hardness

18. The bedrock material may require blasting below depths of approximately 30 to 60 feet (see Appendix D of the Geotechnical report)(MM).

Preliminary Foundation Design Recommendations

19. An allowable soil bearing pressure of 1,500 pounds per square foot, including dead and real live loads, shall be utilized for design purposes in the compacted fill. The above value may be increased by one-third when considering short duration seismic or windloads. Footings shall have a minimum width of 12 inches and a minimum embedment depth of 12 inches for one-story structures and 18 inches for two-story structures for conventional foundation design (MM).
20. A friction coefficient for concrete on compacted soil of 0.4 and a lateral bearing value of 250 pounds per square foot, per foot of depth shall be employed to resist lateral loads. The passive pressure component shall be reduced by one-third, when combining passive pressure and frictional resistance (MM).
21. All alternate foundation system, i.e., post-tensioned slab foundations and/or mat foundation systems may be used in order to minimize the potential seismic activity, secondary settlement and hydroconsolidation or dydrocompression. (for details on post-tensioned slab foundation and mat foundation please see Geotechnical report, Appendix D of this DEIR)(MM).

General Recommendations

22. All slab foundation areas shall be moisture conditioned to at least optimum moisture, but no more than 6 percent above optimum moisture for a depth of at least 12 inches below subgrade (MM).
23. A 10-mil Visqueen vapor barrier shall be placed underneath the slab. This vapor barrier shall be lapped and sealed adequately to provide a continuous waterproof under the entire slab (MM).
24. Surface water shall be kept from infiltrating into the subgrade adjacent to the house foundation system. This may include rain water, roof water, landscape water and/or leaky plumbing. The lots shall be fine graded at the completion of construction to include positive drainage away from the structure and roof water shall be collected via gutters, downspouts, and transported to the street in buried drain pipes. Home buyers shall be cautioned against constructing open draining planters adjacent to the houses, or obstructing the yard drainage in any way (MM).
25. Utility trenches beneath the slabs shall be backfilled with compacted native soil materials, free of rocks (MM).
26. Subgrade soil beneath footings and slabs should be pre-moistened prior to placement of concrete (MM).
27. Standard UBC structural setback guidelines shall be applicable, except where superseded by specific recommendations by the Project Geologist and Geotechnical Engineer. Building or structure footings shall be set back a horizontal distance, x , from the face of adjacent descending slope. The distance x shall not be less than 5 feet nor more than 40 feet (MM).
28. Prior to placing concrete in the footing excavations, an inspection shall be made by our representative to ensure that the footings are free of loose and disturbed soils and are embedded in the recommended material (MM).
29. Grading activities shall comply with applicable portions of the City's Landform Grading Manual (MM).

D. HYDROLOGY

1. Drainage from the building sites shall be directed toward the street in non-erosive drainage devices (MM).
2. Building pads shall have sufficient height above the curb to drain toward the street on a slope of two percent. Pad drainage may be conveyed to the street via side lot swales, as required (MM).

3. Where the tributary area is deemed sufficient by the City Engineer and approved by the decision-maker, paved drainage terraces shall be provided along terraces, at the top of cuts, and behind retaining structures (MM).
4. Mulch shall be used extensively in all landscape areas (MM).
5. Existing trees and shrubs shall be preserved and protected, wherever possible (MM).
6. Efficient irrigation systems that minimize runoff and evaporation, and maximize the water that would reach the plant roots such as dripline, system shall be installed. (MM).
7. Timed irrigation system shall be provided for water conservation (MM).
8. Slopes shall be graded so that runoff of surface water is minimized (MM).
9. Permanent drainage and debris control facilities shall be constructed to the satisfaction of the City Engineer. As proposed, such facilities shall include:
 - a. Underground stormdrains with capacity for the 50-year frequency storm.
 - b. Terrace drains provided in compliance with the requirements of the Los Angeles Municipal Code.
 - c. Compliance with the City of Los Angeles Landform Grading Ordinance.
 - d. Energy dissipators installed at any outlet structure where the velocity is considered erosive.
 - e. Roof runoff collected in a rain gutter and downspout system and directed to approved areas via non-erodible conductors.(MM)
10. Temporary erosion control measures, such as landscaping, berms, etc., shall be implemented following grading to minimize sedimentation impacts to on-site drainages. Available measures include introduction of rapid developing, soil-anchoring groundcover (of native plant species), and strategic placement of runoff-detaining structures. These runoff-detaining structures and all remaining construction sediment and debris shall be removed at the time of project completion (MM).
11. The developer and homeowners associations shall work with the City of Los Angeles to make residents aware of used motor oil recycling facilities and

household hazardous waste drop-off centers in the area. Availability of centers can reduce the amount of toxic contaminants found in urban runoff (MM).

12. Signage shall be installed on all project stormdrain inlets which read: "NO DUMPING OF WASTE-DRAINS TO OCEAN," or other similar signage consistent with forthcoming City of Los Angeles policies (MM).
13. Reducing pesticide and fertilizer use at the source can remove these pollutants from urban runoff. The developer and homeowners association shall adopt Integrated Pest Management (IPM) programs for use on their own public grounds in addition to promoting their use to project residents (MM).
14. "Pooper-scooper" regulations shall be included in CC&Rs to require proper disposal of animal waste and to prevent additional nutrient loading of stormdrains (MM).
15. Newly-excavated sites tend to contribute significant amounts of sediments and toxic materials to the drainage systems. The following steps shall be taken to minimize this process:
 - a. Phase construction to avoid activity during the wettest months of the year (i.e., December, January and February).
 - b. Stabilize exposed surfaces immediately after construction is complete, and ensure that permanent stabilization is successful through implementation of the following:
 - Minimization of stripped areas;
 - Use of straw bale filters and sand bagging;
 - Temporary seeding and mulching of all stripped areas;
 - Conservation cultivation practices on steep slopes;
 - Traffic control on construction sites;
 - Berms and crushed stone on construction roads;
 - Reduction of effective slope length in critical areas with benches or terraces; and
 - Slopes shall be planted with protective vegetation and a suitable watering system (in conformance with City requirements) installed as soon as practical after completion of grading.
 - c. Use of accepted materials storage procedures, spill prevention and other "housekeeping" practices to prevent runoff contamination by toxic chemicals such as paints, solvents, pesticides, metals from building materials, or fuels.
(MM)
16. Cleaning of wastes and debris from all project area debris retention and water

detention basins shall be completed by the homeowners association on a quarterly basis. Special importance shall be given to the cleaning of debris retention and water detention basins prior to the first rainstorm of the year, in order to reduce "first flush" effects on the area watershed and to prevent unnecessary sediment and waste load transport (MM).

17. The applicant shall be responsible for obtaining the necessary NPDES construction permit for the project site from the Regional Water Resources Control Board, Wastewater Division. The applicant shall obtain a Notice of Intent (NOI) for compliance with the State's NPDES General construction Permit prior to issuance of a grading permit. The Construction Permit NOI shall include a Stormwater Pollution Prevention Plan to address construction sediment and erosion control. The applicant would also be required to address long-term monitoring and the implementation of "Best Management Practices" (BMPs) to the "Maximum Extent Practicable" (MEP). Maximum extent practicable means to the maximum extent possible, taking into account the latest available technology and economic feasibility (MM).
18. Project shall adherence to applicable provisions of the Municipal Code, Flood Hazard Management Specific Plan and the recommendations of the City/Engineer/Department of Building and Safety (MM).
19. Semipermeable pavement shall be utilized for hardscape areas (MM).

E. AIR QUALITY

Dust Control

1. Use enhanced dust control measures required by SCAQMD Rule 403. The menu of enhanced dust control measures includes the following:
 - a. Water all active construction areas at least twice daily.
 - b. Cover all haul trucks or maintain at least two feet of freeboard.
 - c. Pave or apply water four times daily to all unpaved parking or staging areas.
 - d. Sweep or wash any site access points within 30 minutes of any visible dirt deposition on any public roadway.
 - e. Cover or water twice daily any on-site stockpiles of debris, dirt or other dusty material.
 - f. Suspend all operations on any unpaved surface if winds exceed 15 mph.

(MM)

Emissions

2. Required 90-day low-NOx tune-ups for off-road equipment (MM).
3. Limit allowable idling to 10 minutes for trucks and heavy equipment (MM).

Off-Site Impacts

4. Encourage car pooling for construction workers (MM).
5. Limit lane closures to off-peak travel periods (MM).
6. Park construction vehicles off traveled roadways (MM).
7. Wet down or cover dirt hauled off-site (MM).
8. Wash or sweep access points daily (MM).
9. Encourage receipt of materials during non-peak traffic hours (MM).
10. Sandbag construction sites for erosion (MM).
11. Restriction of grading activities when wind speed reaches 15 mph and/or fugitive dust are likely to be carried off-site (MM).

F. TRANSPORTATION/ CIRCULATION

NOTE 1. All traffic mitigation measures shall be implemented through the Bureau of Engineering B-Permit process or Caltrans Encroachment Permit process. Construction of the improvements to the satisfaction of DOT, Bureau of Engineering and Caltrans must be completed before issuance of any certificate of occupancy. In the event the developer is unable to obtain necessary construction permits from the concerned agencies in a timely fashion, a temporary certificate of occupancy may be granted by the City provided the developer has demonstrated reasonable efforts to complete the necessary designs and improvements to the satisfaction of DOT. Should any improvement not receive required approval, the City may substitute an alternative measure of an equivalent cost and effectiveness. Prior to setting the bond amount the Bureau of Engineering shall require that the developer's engineer or contractor contact DOT's B-Permit Coordinator, Telephone No. (213) 580-5336, to arrange a pre-design

meeting to finalize the proposed design needed for the project.

1. Valley Circle Boulevard (MM).
 - a. Valley Circle Boulevard shall be dedicated and widened on the west side to Modified Major Highway standards along the entire project frontage which extends from Roscoe Boulevard to a point approximately 1,100 feet north thereof.
 - b. Traffic signal equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc, shall be relocated and modified as required.
2. Roscoe Boulevard (MM).
 - a. Roscoe Boulevard west of Valley Circle Boulevard shall be dedicated, widened and realigned as necessary to provide safe and efficient access, to the satisfaction of DOT and the Bureau of Engineering.
 - b. Traffic signals equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc. shall be relocated and modified as required.
3. Internal Roadways - All internal site roadways and emergency access roadways shall be designed to the satisfaction of the City Engineer and Fire Department. Critical parameters will include roadway widths and slopes, and gating systems for emergency access roads (MM).
4. Transportation Demand Management - Transportation Demand Management programs are not usually based at residential developments, but their effectiveness can be supported by residential development design. Use of telecommuting will be encouraged by the provision of high quality telephone and cable communication lines within the development, per standard City policy. In addition, extension of the southbound Valley Circle Boulevard bicycle lane will encourage cycle-commuting among area residents. Initiation of a Transportation Demand Management program including, but not limited to, ridesharing programs will be encouraged. Further, the project shall encourage the transit agencies to provide more convenient transit service to the project site. These measures will facilitate the use of alternatives to drive-alone commuting (MM).

Additional City of Los Angeles measures will be incorporated into the project to further reduce potential impacts:

5. Completion of a Traffic Study, per requirements of the Department of Transportation, assessing potential cumulative impacts resulting from project development (MM).

6. Provision of a driveway/access plan consistent with replacement/recommendations of the Department of Transportation and/or City Engineer (MM).
7. Provision for additional off-street parking and guest parking in driveways, one (1) guest space per every (2) dwelling units (MM).
8. Contributions to ATSAC program (MM).

G. BIOLOGICAL RESOURCES

Oak Tree

1. The oak tree replacement mitigation shall consist of a minimum of two 15-gallon oak tree specimens for each removal, unless approved otherwise by the City of Los Angeles Planning Department or Street Tree Division, Bureau of Street Services (LADCP). The following mitigation measures are listed in the Oak Tree Report (L. Newman 1998):
 - a. A total of 270 15-gallon coast live oak trees shall be planted on site as replacement trees.
 - b. The Landscape Architect/designer for this project shall design into landscape these replacement trees.
 - c. Planting specification should consider the following:
The newly planted trees shall be planted high, as much as 3/4" above the new adjacent grade.

Amending the backfill soil with wood shavings, oak leaf-mold, etc., is not recommended when existing soil is high in natural organic matter with a sandy loam texture.

In regards to the need of planting amendments and drainage systems, recommendations shall be based on soil tests of this project and approved by the LADCP.
 - d. Any City approved work within the driplines of saved trees, including branch removal, shall be under the inspection of a qualified Oak Tree Consultant.
 - e. Copies of the "Oak Tree Report", the "Oak Tree Ordinance" and the "City approved Grading Plans" shall be maintained on site during all site construction.

(MM)

Jurisdictional Areas (i.e., Coast Live Oak Woodland and Riparian Scrub)

2. Impacts on wetlands and /or riparian habitats within the jurisdiction of a CDFG Section 1601 Streambed Alteration Agreement and/or Army Corps of Engineers Section 404 Permit will be determined during agency permitting subsequent to EIR certification. As part of these permitting processes, a conceptual streambed/riparian related mitigation plan will be developed. The objective of the mitigation is to ensure no net loss of habitat values from the project. The plan would typically include the following elements:
 - a. Responsibilities and qualifications of the personnel to implement and supervise the plan.
 - b. Plant material and seed mixes
 - c. Site preparation and planting implementation
 - d. Performance criteria
 - e. Monitoring and Maintenance Plan
 - f. Long Term Preservation of the Site
(MM)

Slender Mariposa Lily and Plummer's Mariposa Lily

3. Impacts to the slender mariposa lily are considered significant but can be mitigated to a level less than significant. This mitigation measure will also mitigate for the Plummer's mariposa lily, which was found in the same area as the slender mariposa lily (MM).

The loss the slender mariposa lily will be mitigated by seed and bulb collection and revegetation into a suitable mitigation site. A qualified biologist shall be selected by the applicant to prepare and implement the mitigation plan. The detailed mitigation plan shall include the following requirements:

- a. A pre-construction survey during the peak flowering period, approximately March through June, will be made by the project biologist. During these surveys the limits of each impacted lily location will be clearly delineated with lath and brightly colored flagging.
- b. The existing locations of lily will be monitored every two weeks by the project biologist to determine when the seeds are ready for collection. A qualified seed collector will collect all of the seeds from the plants to be impacted

when the seeds are ripe. The seeds will be cleaned and stored by a qualified nursery or institution with appropriate storage facilities.

- c. Following the seed collection the top 12 inches of topsoil from the lily locations will be scraped, stockpiled and used in the selected mitigation location.
- d. The mitigation site will be located in dedicated open space onsite (or within the applicants' adjacent ownership) that has been previously disturbed. The site should not try to enhance existing populations. This site shall not be impacted by any pesticides or herbicides used on adjacent properties.
- e. The lily mitigation site will be prepared for seeding as described in a conceptual restoration plan.
- f. The topsoil shall will be respread in the selected location as approved by the project biologist. Approximately sixty percent of the seeds shall be spread in the fall following soil preparation. Forty percent of the seed shall be kept in storage for subsequent seeding, if necessary.
- g. A detailed maintenance and monitoring plan will be developed by a qualified biologist. The plan will include detailed descriptions of maintenance appropriate for the site, monitoring requirements and annual reports requirements, and shall have the full authority to suspend any operation on the project site which is, in the qualified biologist's opinion, not consistent with the restoration plan. Any disputes regarding the consistency of an action with the restoration plan shall be resolved by the applicant and the biologist.
- h. The performance criteria developed in the maintenance and monitoring plan, will include requirements for a minimum of 60% germination of the number of plants impacted. The performance criteria should also include percent cover, density and seed production requirements. This criteria will be developed by the project biologist following habitat analysis of an existing high quality lily habitat. This information will be recorded by a qualified biologist. Additional mitigation measures may be suggested as determined necessary appropriate by the project biologist.
- i. If the germination goal of 60 percent is not achieved following the first season, remediation measures shall be implemented prior to seeding with the remaining 40 percent of seed. Remedial measures shall include at a minimum: soils testing, control of invasive species, soil amendments and physical disturbance (to provide scarification of the seed) of the planted areas by raking or similar actions.

- j. Potential seed sources from additional donor sites shall also be identified in case it becomes necessary to collect additional seed for use on the site following performance of remedial measures.

(MM)

General mitigation measures (Biological Resources):

4. Grading plans/landscaping and construction activities shall be in conformance with the City's Oak Tree Preservation Ordinance (Section 17.05 R, Los Angeles Municipal Code) consistent with Condition No. G-1a the total number of on-site replacement oak trees shall not exceed 270; and the replacement oak tree size shall be 15 gallon. (MM).
5. A plot plan indicating the location, size, type and condition of all existing trees on the site shall be prepared by a reputable tree expert, submitted for approval by the Department of City Planning and the Street Tree Division of the Bureau of Street Services (MM).
6. Replacement of trees in parkways and replacement of desirable trees on-site shall be conducted to the satisfaction of the Street Tree Division of the Bureau of Street Services and the Department of City Planning (MM).
7. Escape routes to allow resident wildlife access to uninhabited areas shall be provided (MM).
8. The Department of Animal Services shall be consulted regarding animal relocation and escape routes (MM).
9. Post-construction landscape treatment shall be done to provide replacement habitat for wildlife; use of native and/or drought-tolerant plant materials shall be encouraged (MM).

H. NATURAL RESOURCES

1. Installation of thermal insulation in walls and ceilings which meets standards established by the State of California Energy Conservation Standards (Title 24)(MM).
2. Use of energy efficient lighting, appliances, and heating and cooling systems (MM).
3. Installation of attic fans (MM).
4. Use of natural ventilation where possible (MM).

5. Landscaping with deciduous trees, to provide shade during the summer months and allow sunlight to penetrate structures in the winter months (MM).
6. During the design process, the applicant shall consult with the Department of Water and Power, Energy Services Subsection, and the Southern California Gas Company regarding energy conservation measures. The applicant shall incorporate measures which would exceed minimum Title 24 standards (MM).
7. Installation of double-paned windows, thereby reducing thermal gain and loss, reducing cooling loads in warm months and heating loads in cool months (MM).
8. Compliance with Section 66473.1 of the State Subdivision Map Act, which requires that the design of new subdivisions "provide, to the extent feasible, for future passive or natural heating and cooling opportunities" (MM).
9. Built-in appliances, refrigerators, and space conditioning equipment shall meet the minimum efficiency levels mandated in Title 24 (MM).
10. Building exteriors shall be finished with light-colored materials which possess high emissivity characteristics in order to reduce cooling loads and to reflect more light and thus increase lighting efficiency (MM).
11. Ensure that buildings are tightly-sealed to prevent outside air from infiltrating and increasing interior space conditioning loads (MM).
12. Installation of high efficiency lamps for all street lighting to reduce electricity consumption (MM).
13. Ensure maximum efficiency of solar energy systems through limiting evergreen plant height so that its shadow at the winter solstice between 10:00 a.m. and 2:00 p.m. Pacific Standard Time would not shade any solar energy system (MM).
14. Information from the Department of Water and Power regarding energy saving lighting and appliances shall be provided to lot purchasers at the point of sale. MM
15. All built-in gas appliances shall have solid-state ignition (MM).

Furthermore, Chatsworth-Porter Ranch community plan establishes a set of programs which include energy considerations. The program recommends the following:

16. Efficient landscape techniques such as strategic planting of deciduous trees should be incorporated (MM).

17. Implementation of roof overhangs and glazing on south-facing exterior wall should be practiced (MM).

I. RISK OF UPSET

1. The Applicant shall conform with the City's Seismic Safety Plan, applicable portions of the Municipal Code, Flood Hazard Management Specific Plan, and seismic safety requirements of the Department of Building and Safety (MM).
2. Prior to preparing the site for development, that all solid waste shall be removed from the site and properly disposed of (MM).
3. The fibrous insulation material and old wall board shall be evaluated to determine if asbestos is present (MM).
4. The area around the previously existing structures shall be observed during grading for evidence of solid waste disposal and UST's (MM).
5. Areas of suspected petroleum releases shall be further evaluated to determine the constituents and amounts in order to provide recommendations for remediation (if required). Prior to removal, any abandoned vehicles shall be emptied of any fluids; the fluids shall be identified, segregated and properly disposed of (MM).

J. NOISE

1. A minimum 3.5-foot high side/rear yard barrier at Lots 1; 129 -134 (MM).
2. Air conditioning at all lots on the eastern perimeter with a direct view of traffic on Valley Circle Blvd (MM).
3. Limiting hours of construction. (Construction noise impacts shall be minimized by compliance with City of Los Angeles Ordinance Numbers 156,363, 158,587 and 166,170, limiting allowable hours of construction activities and prohibiting the creation of any excessively loud, unnecessary or unusual equipment noise, as well as through coordination with construction phasing schedules.) (MM).
4. Use of sound-restricted construction equipment. (All construction shall use properly operating mufflers, and no combustion equipment such as pumps or generators shall be allowed to operate within 500 feet of any occupied residence from 7:00 p.m. to 7:00 a.m., unless the equipment is surrounded by a noise protection barrier (MM).
5. Compliance with applicable provisions of Noise Ordinance No. 144, 331 (MM).

K. FIRE PROTECTION

1. In order to mitigate the inadequacy of fire protection in travel distance, sprinkler systems will be required throughout any structure to be built, in accordance with the Los Angeles Municipal Code, Section 57.09.07 (MM).
2. Boxed-in eaves shall be installed (MM).
3. Single pane, double thickness (minimum 1/8" thickness) or insulated windows shall be installed (MM).
4. Non-wood siding shall be utilized (MM).
5. Exposed wooden members shall be two inches nominal thickness (MM).
6. Non-combustible finishes shall be utilized (MM).
7. A fuel modification zone of irrigated and managed greenbelts around the perimeter of all structures for a distance of 200 feet shall be required as a buffer between the brush and the proposed project (MM).
8. All landscaping shall use fire-resistant plants and materials. A list of such plants is available from the Fire Department (MM).
9. The project shall utilize fire resistant roofing/building materials. (non-wood) (MM).
10. The brush in the area adjacent to the proposed development shall be cleared or thinned periodically by the homeowner's Association under supervision of the Los Angeles Fire Department, in order to reduce the risk of brush fires spreading to the homes (MM).
11. Since this project is located in the Mountain Fire District, it shall comply with requirements set forth in the City of Los Angeles Municipal Code 57.25.01 (MM).
12. The design, location, and operation of gates shall be to the satisfaction of the Fire Department and the Deputy Advisory Agency. Warning signs and lighting shall be installed and maintained satisfactory to the Fire Department and the Department of Transportation. The names and phone numbers of the current officers of the Homeowners Association shall be submitted to the Fire Department, Police Department, and the Deputy Advisory Agency. All necessary permits shall be secured from the Department of Building and Safety and from other City agencies (MM).
13. Plot plans shall be approved by the Fire Department showing fire hydrants and

access for each phase of the project prior to the recording of the final map for that phase. Each phase shall comply independently with code requirements (MM).

14. All water systems and roadways are to be improved to the satisfaction of the Fire Department prior to the issuance of any building permits (MM).
15. The project shall comply with federal, state, and local requirements regarding fire protection, safety, and locking standards (MM).
16. The project shall comply with structural design, roadways, and emergency access locations developed in accordance with City requirements (MM).
17. Adequate off-site public and on-site private fire hydrants may be required. Their number and location to be determined after the Fire Department's review of the plot.
18. Fire lane width shall not be less than 20 feet. When a fire lane must accommodate the operation of Fire Department aerial ladder apparatus or where fire hydrants are installed, those portions shall not be less than 28 feet in width.
19. Fire lanes, where required and dead ending streets shall terminate in a cul-de-sac or other approved turning area. No dead ending street or fire lane shall be greater than 700 feet in length or secondary access shall be required.
20. Private development shall conform to the standard street dimensions shown on Department of Public Works Standard Plan D-22549.

L. POLICE PROTECTION

1. Crime prevention features appropriate to the design of the property shall be incorporated in the project (MM).
2. Compliance with federal, state and local requirements regarding safety and locking standards (MM).
3. Structural design, roadways, and emergency access locations developed in accordance with City requirements (MM).
4. Ornamental shrubbery shall not be planted in such a way that would provide cover for persons tampering with doors or windows (MM).
5. All exterior doors shall be of solid core construction, containing "peepviews" and deadbolt locks (MM).
6. Windows shall be planned in such a manner as to provide residents with a view of

their immediate neighborhood (MM).

7. The applicant shall consult with the City of Los Angeles Police Department's Crime Prevention Unit for security design assistance (MM).
8. Upon completion of the project, the applicant shall provide the Division with a diagram of the project. The diagram shall include access routes, addresses, and any information that might facilitate police response (MM).

M. SCHOOLS

1. The applicant is required to pay school impact fees at maximum levels allowable, mandated by State law, prior to issuance of a building permit (MM).

N. WATER SYSTEMS

1. Compliance with the City's Water Conservation Regulations defined in Ordinance No. 163, 532 (MM).
2. Water distribution system improvements shall be provided to the satisfaction of the DWP and the Advisory Agency in accordance with a City-approved and signed street improvement plans (MM).
3. All irrigation systems shall comply with the criteria designated in the xeriscape landscape requirements (Los Angeles Code, Section 12.123.05), and guidelines for design and installation of xeriscape irrigation systems. The guidelines limit runoff and overspray, mandate irrigation system efficiency, and specify equipment usage and usage of drip/trickle/micro irrigation techniques (MM).
4. Installation of point-of-use water heaters shall be required. Use of these systems reduces the waiting time for hot water, thereby minimizing water waste. These practices also save energy needed to heat the water (MM).
5. Educational programs developed by DWP and/or MWD and coordinated with the Homeowners' Association would be implemented for all residents. Speakers from DWP and/or MWD would address meetings of the homeowners' association, and the association would work in conjunction with DWP or MWD to develop programs which would provide water conservation methods for homeowners and occupants. The program would address ways individuals can save water by changing personal habits of water use (MM).
6. Installation of water softening or conditioning appliances shall be recommended in the project CC&R's in accordance with City of Los Angeles Health and Safety Code Section 4047, which requires such appliances be accompanied by water

- conservation devices (MM).
7. Prior to initiation of construction activities, the applicant shall meet with the DWP to determine the availability of reclaimed water to address non-potable water uses (MM).
 8. Reclaimed water shall be used during the site preparation phase to reduce fugitive dust emissions, wherever possible and feasible (MM).
 9. To reduce water demand, the following water conservation measures shall be implemented pursuant to the City of Los Angeles Water Conservation Ordinance:
 - a. Installation of low-flush toilets.
 - b. Installation of low-flush showerheads and faucets.
 - c. Insulation of hot water pipes.
(MM)
 10. The landscaping plan for those areas which are not revegetated with currently existing coastal sage scrub (excluding the fuel modification zone) shall contain the following elements:
 - a. Landscaping with low water-consuming plants.
 - b. The landscape plan shall group plants of similar water use to reduce over-irrigation of low water-using plants.
 - c. The landscape plan shall utilize mulch extensively to improve the water-holding capacity of the soil by reducing evaporation and soil compaction.
 - d. Installation of efficient irrigation systems which minimize runoff and evaporation and maximize the water reaching plant roots (i.e., drip, trickle and micro-irrigation systems).
(MM)
 11. Water pressure greater than 50 psi shall be reduced to 50 psi or less by means of a pressure-reducing valve (MM).
 12. Lawn areas, including dichondra, shall be required to be separated from planting areas in the irrigation system (MM).
 13. Swimming pool/spa covers shall be required for all such facilities (MM).

14. Non-living groundcover, such as wood chips in planting areas, shall be utilized wherever feasible (MM).
15. Re-circulating water systems shall be used for decorative water features (MM).
16. Off-site and on-site water supply and distribution mains shall be installed in accordance with DWP requirements (MM).

O. SEWER

1. Compliance with recommendations of Department of Engineering and other City agencies (as required)(MM).
2. Compliance with requirements of City's Sewer Ordinance No. 163, 565 (MM).
3. The installation of low-flush toilets, low-flow showers and faucets, and timed irrigation systems designed to reduce water consumption is now required by Los Angeles Municipal Codes. Project applicant compliance with Los Angeles Municipal Code requirements shall serve to reduce sewage impacts on HTS, and conserve water (MM).
4. Insulation of hot water pipes, designed to reduce water consumption, which serve to reduce sewage impacts on the local sewer system and on the Tillman Water Reclamation Plant shall be required (MM).
5. Compliance with the requirements of the City's Water Conservation Ordinance No. 163,532 shall be required (MM).
6. Compliance with the Sewer Permit Allocation Ordinance No. 160,060 (effective July 1990), or any successor or replacement ordinance shall be required (MM).
7. Compliance with Section 64.11.2 of the Los Angeles Municipal Code, which requires the payment of a Sewer Facilities Charge prior to the recordation of the Final Tract Map shall be required (MM).
8. The applicant shall investigate the availability of reclaimed water for use in irrigation (MM).
9. The project shall comply with all State of California Health and Safety Codes (MM).
10. The applicant shall comply with the (CTMP) as approved by the City of Los Angeles, relative to the installation of off-site sewer lines (MM).

P. SOLID WASTE DISPOSAL

1. The applicant shall demonstrate that all construction debris, to the maximum extent feasible, will be salvaged and recycled in a practical, available, and accessible manner during the construction phase. Documentation of this recycling program will be provided to the City of Los Angeles, Department of Public Works (MM).
 2. For residential units, the project shall provide all tenants and each household with a practical and accessible means of recycling materials, including the design and allocation of recycling collection and storage space in individual units, and a centralized collection and storage area for the entire project (MM).
 3. The applicant shall invite City of Los Angeles Bureau of Sanitation, Recycling and Waste Reduction Program personnel to make a presentation to the Dayton Canyon Estates Homeowner's Association board regarding recycling techniques and information, such as used oil dropoffs (MM).
 4. The County of Los Angeles Fire Department' program for "Strategic Recycling" shall be implemented for the project site, upon approval of the City of Los Angeles Fire Department (MM).
 5. Load Check programs shall be operated at various landfill and transfer stations to make sure that most of household hazardous waste is diverted from refuse before final disposal (MM).
- Q. ELECTRICITY**
1. Installation of thermal insulation in walls and ceilings shall meet standards established by the State of California Energy Conservation Standards. (Title 24) (MM).
 2. Use of energy efficient lighting, appliances, and heating and cooling systems (MM).
 3. Installation of attic fans (MM).
 4. Use of natural ventilation where possible (MM).
 5. Landscaping with deciduous trees, to provide shade during the summer months and allow sunlight to penetrate structures in the winter (MM).
 6. During the design process, the applicant shall consult with the Department of Water and Power, Energy Services Subsection regarding energy conservation measures. The applicant shall incorporate measures which would exceed minimum Title 24 standards (MM).
 7. Installation of double-paned windows, thereby reducing thermal gain and loss,

reducing cooling loads in warm months and heating loads in cool months (MM).

8. Compliance with Section 66473.1 of the State Subdivision Map Act, which requires that the design of new subdivisions "provide, to the extent feasible, for future passive or natural heating and cooling opportunities" (MM).
9. Built-in appliances, refrigerators, and space conditioning equipment shall meet the minimum efficiency levels mandated in Title 24 (MM).
10. Building exteriors shall be finished with light-colored materials, which possess high emissivity characteristics in order to reduce cooling loads and to reflect more light and thus increase lighting efficiency (MM).
11. Buildings shall be tightly-sealed to prevent outside air from infiltrating and increasing interior space conditioning loads (MM).
12. Installation of high efficiency lamps for all street lighting to reduce electricity consumption (MM).
13. Information from the Department of Water and Power regarding energy saving lighting and appliances shall be provided to lot purchasers at the point of sale (MM).

R. NATURAL GAS SERVICES

1. All built-in gas appliances shall have solid-state ignition (MM).
2. During the design process, the applicant shall consult with the Southern California Gas Company regarding energy conservation measures. The applicant shall incorporate measures, which would exceed minimum Title 24 standards (MM).

S. CABLE TELEVISION

1. The developer shall provide trenches, pre-wire homes, and place the conduit according to the company's design (MM).
2. The developer shall provide the company necessary easements wherever the facilities are placed (MM).
3. That satisfactory arrangements be made in accordance with the requirements of the Information Technology Agency to assure that cable television facilities will be installed in the same manner as other required improvements. Refer to the Los Angeles Municipal Code Section 17.05N. Written evidence of the arrangements must be submitted to Information Technology Agency 120 S. San Pedro Street, #600 Los Angeles, CA 90012, (213) 485-7969. The Information Technology

Agency will issue a clearance letter directly to the Planning Department upon satisfactory compliance with this condition.

T. AESTHETICS

1. Design review by City Planning Department and/or other City agencies. Preservation of natural landform and reduction of grading (MM).
2. Underground installation of utilities where possible (MM).
3. Preparation of landscape plans by a licensed landscape architect subject to approval by the City Planning Department and/or other City agencies (MM).
4. Landscape of all appropriate open areas (man-made or manufactured slopes). Many open space areas will be left natural (MM).
5. Use of plant materials to decrease reflectivity of hardscape surface (MM).
6. Any manufactured slope shall be contour-graded in accordance with the City of Los Angeles' Landform Grading Ordinance (MM).
7. Grading shall be conducted in one phase so that landscaped slopes would not be disturbed by construction-related activities at a later date. Slopes shall be landscaped immediately following grading and installation of irrigation and maintained by the applicant until a homeowners' association has been organized and assumes responsibility for long-term landscape maintenance (MM).
8. Native, non-invasive, drought-tolerant, fire-resistant plant materials from similar climates shall be utilized in the landscape plan, consistent with the fuel modification Zone plan. Foliage colors shall be compatible with colors of native species (MM).
9. The development shall comply with the City of Los Angeles' Oak Tree Ordinance (Ordinance No. 153,478)(MM).
10. Where feasible, drainage devices (terrace drains, benches and intervening terraces) visible from surrounding areas shall be bermed and placed in swales (MM).
11. Concrete drains and all other drainage devices shall be tinted with an appropriate earth tone to effectively conceal them from surrounding views (MM).
12. The proposed project shall comply with the requirements of the City of Los Angeles' Site Plan Review (MM).
13. The proposed development project shall satisfy all relevant development standards

and regulations set forth by the City of Los Angeles regarding architectural, landscape, and other detailed design features. All required improvements and infrastructure shall be constructed prior to or concurrently with development (MM).

14. Adequate measures shall be incorporated into the site plans to assure that the proposed development projects include the necessary buffers, view barriers, landscaping, aesthetic characteristics, setbacks and design elements to properly interface with existing residential uses and natural open space (MM).
15. The potentially adverse impacts of night lighting on surrounding open space areas shall be mitigated by the following measures:
 - a. Installation of street lighting only at intersections.
 - b. Installation of low intensity halogen street lamps.
 - c. Installation of low elevation lighting poles.
 - d. Internal silvering of the globe, or through the use of external opaque reflectors which direct night lighting away from open space areas.(MM)
16. The degree to which these measures are utilized shall be dependent upon the distance of the light source from the urban edge. Use of illumination around private homes shall be restricted to prohibit the use of arc lighting adjacent to open space areas. The CC&Rs of the homeowners' association shall strictly regulate private night lighting restrictions in conformance with City of Los Angeles requirements (MM).
17. Lighting should be low intensity necessary for security and safety purposes only (MM).
18. In order to minimize illumination wash onto adjacent areas, lighting shall utilize non-glare fixtures directed downward onto the project site (MM).
19. Slopes shall be landscaped immediately following grading and maintained by the applicant until individual property owners or a project homeowner's association as been organized and assumes responsibility for maintenance (MM).
20. The project shall minimize grading operations by developing pad areas on flatter portions of the site and by the application of landform or contour grading and landscaping techniques (MM).
21. The applicant shall comply with the City's Oak Tree Preservation Ordinance (Ordinance No. 153,478)(MM).
22. The potentially adverse effect of night-lighting shall be mitigated by appropriate

solution among the following alternatives: street lighting only at intersections; low intensity street lamps; low elevation lighting poles and shielding by internal aligning of the globe or external opaque reflectors (to cut off lighting) (MM).

23. Exposed drainage devices shall be unobtrusive as possible by using "landform" benching consistent with the City's Landform Grading Manual. The concrete or impermeable material in any drain which is visible from off-site shall be tinted with an appropriate earth tone or treated so as to more closely blend with surrounding materials (MM).
24. Street lighting shall be provided as required by the Bureau of Street Lighting (MM).

U. CULTURAL RESOURCES

1. Of the two rectangular shaped areas not included in previous studies, the western parcel will remain in open space and requires no further treatment at this time. The southern parcel will be partially disturbed by grading for the current project. This area must be examined prior to ground disturbing activities. Although only a small portion of the parcel will be impacted by the development, secondary impacts from increased population in the area necessitate the examination of the entire area (MM).
2. Data recovery operations must be conducted prior to ground disturbing activities on the project area. It is recommended that CA-LAN-254 undergo a data recovery excavation of at least 30 units followed by a controlled destruction of the site. CA-LAN-1608H and -247H will be treated together and will require the excavation of sufficient backhoe trenches to adequately test the subsurface and to determine if subsurface artifacts exist between the sites. Additional units could be hand excavated in areas of exposed features. The results of these studies will determine future management considerations concerning the relevant sites (MM).
3. Appropriate archaeological treatment of the affected site. When ground disturbing activities commence, it is recommended that a qualified archaeologist be retained to monitor any such operations. The monitoring archaeologist must be empowered to divert operations in any area where archaeological deposits are exposed. Sufficient time must be allowed for adequate evaluation and recovery operations to be completed (MM).
4. Of the 15 sites on or near the current property, only three (CA-LAN-254, 247H and 1608H) will undergo additional treatment per the recommendations made in this report. The remaining 12 sites, either being off the current property or on the property, but not in the development area, will not undergo further investigation at this time. However, because several of the sites (CA-LAN-253, -832, -1536, -1537, -1538, -1606 and -1607) were tested in 1989, but reports were never produced,

documentation is necessary. It is recommended that a report be produced detailing the results of the testing, including artifact data bases of all collected material and supplemental site records. This will aid the developer of the property in disposing of the collections in a curation facility which usually require documentation before accepting collections. Supplemental site recording forms must be prepared for the remaining sites (CA-LAN-647H, -648H, -1539, -1540 and -1541)(MM).

5. If human remains of Native American origin are encountered during site preparation, works shall be halted and the County Coroner's Office and the Native American Heritage Commission shall be contacted for preservation and protection of the remains (MM).
6. That prior to issuance of a grading permit, the applicant or his/her successor in interest shall demonstrate to the satisfaction of the City Planning Department, by means of submitting a contract, that a staff archaeologist of the Center of Public Archaeology, Cal State Northridge; or a qualified member of the Society of Professional Archaeologists (SOPA); or a SOPA-qualified archaeologist will be employed to monitor all grading operations. That said archaeologist shall have the authority to terminate grading operations and mark, collect and evaluate any archaeological materials during construction. Said archaeologist shall be provided a reasonable amount of time, but no more than one year to prepare and implement additional mitigation measures (MM).

V. RECREATION

1. The project shall meet all the regulations set forth by Public Recreation Plan, Section 123 of the Los Angeles General Plan in regards with existing and future recreational facilities in the area (MM).
2. The project shall meet all the regulations set forth by the community plans, zoning codes, and Guide to Existing and Potential Equestrian Trails in regards with existing and proposed hiking and equestrian trails (MM).
3. That the Quimby fee be paid to the satisfaction of the Advisory Agency based on 147 lots in the RA and RE Zones.

W. OPEN SPACE/CONSERVATION, Amenities and Maintenance Voluntary agreement between conservancy agency and subdivider.

1. Grant Deed of Non-Tentative Tract Map Property. Concurrently with the recording of the Tract Map, the Developer agrees to record a grant deed for two hundred fourteen (214) acres of undeveloped open space to the Mountains Recreation and Conservation Authority (hereafter "MRCA") which acreage is outside the tentative tract map area. Such property shall be free

from obvious dumping, trash accumulation and unaddressed man-made hazards. In the event such property is subject of a "Level 1 Environmental Report", then such property shall only be free of known and visible man-made hazards.

2. Grand Deed of Portion of Tentative Tract Map Property. Developer shall provide to MRCA a grand deed of the property within the tentative tract map which comprises not less than 36 acres nor more than 56 acres. Refer also to Condition No. A-2.
3. Ongoing Maintenance. Developer agrees to provide a mechanism for the ongoing funding of maintenance, fire protection, and security for the property described above. The ongoing needs of the MRCA as it relates to this donated property are a net ten thousand dollars (\$10,000.00) per year. The MRCA agrees to work with the Developer, and the City and County of Los Angeles on the formation of such a mechanism, which will involve the formation of a Lighting and Landscape Maintenance District. Any fees to the City of Los Angeles to administer the Lighting and Landscape Maintenance District shall be paid by the Developer over and above the amount paid to MRCA. The Developer shall have the ultimate responsibility for establishing such a district or providing such an endowment. The parties may also agree in writing to an alternative mechanism.
4. Transfer of Ownership. Transfer of ownership of the property described in Conditions W-1 and W-2, above, shall be concurrent with the recording of the final approval of the tract map, and the receipt of all jurisdictional permits required for the development of the Dayton Canyon Estates community. The Developer shall provide a policy of title insurance in the amount of not less than two hundred thousand dollars (\$200,000.00) in favor of the MRCA to guarantee title to such deeded property is free and clear from liens and encumbrances except those which have been previously approved in writing by MRCA.
5. Tract Map Dedicated Property. Included within the proposed dedication shall be the undeveloped area along the stream bed immediately adjacent and west of Valley Circle Boulevard on which a developed trail, intended for the joint public use of hikers and equestrians, will be constructed by the Developer within the open space. The Developer shall reserve from the dedication to MRCA a trail easement in favor of the City of Los Angeles from the corner of Roscoe Boulevard and Valley Circle Boulevard along the south side of Dayton Creek to a point just west and north of the first cluster of proposed homes. The trail will be built by the Developer to City standards without guard rails. Within the City of Los Angeles, the trail will be posted to restrict all forms of cycles, motorized or not.

6. Conservation Easement. At the end of the terminus of the local street, between Lots 45 and 46, the MRCA will be provided with a minimum of an .25 acre conservation easement from the dedicated open space to the south, to the western property line of Dayton Canyon Estates. This easement area will be transected with a forty-four (44) foot wide access easement and grading easement to the adjacent property owner to the west, of a size sufficient to permit access in conformance with a pre-existing recorded easement held by the adjacent owner.
7. Wildlife Corridor Easement. One lot has been eliminated from the northeast corner of the development area and the Developer shall dedicate to MRCA a wildlife corridor easement of not less than fifty (50) feet in width, adjacent to Lots 134, 135, and 136 to provide a future habitat linkage between Dayton Canyon and Chatsworth Reservoir. Brush clearance within this corridor is to be the responsibility of the Homeowners Association and shall comply with all requirements of the City of Los Angeles Fire Department. The Developer shall dedicate to MRCA a minimum fifty (50) foot conservation easement over this habitat linkage between Valley Circle Boulevard and the fee title public open space.
8. Fitzsimmons Easement. Property, which is part of the Dayton Canyon Estates ownership, and is currently used by the Fitzsimmons' family without benefit of any written agreement with the landowner for temporary equestrian uses, is part of the acreage, which is to be dedicated to the MRCA. The Developer shall retain an easement in favor of the property owner (Fitzsimmons) for the continued use of this portion of the property for horse keeping facilities for the personal use by the property owner, which easement will automatically terminate and revert to the MRCA at such time as the ownership of the property (APN 2017-010-004) by its current owners ceases or is transferred either voluntarily, involuntarily, or by operation of law. The MRCA shall have the right to review and approve in writing the form and content of such easement. Developer will work with the MRCA and the Fitzsimmons to perfect the easement language required. At a minimum, such language shall provide that the MRCA shall be held harmless from all liability for use of the easement and shall be an additional insured on the Fitzsimmons' homeowner's liability. Additionally, the Fitzsimmons or their successors in interest shall be legally and financially responsible for the removal of the corral at the termination of their easement.
9. Water Guzzler. Developer agrees to provide a three-fourths inch (3/4") water meter for a "guzzler" to be installed by the MRCA, at the terminus of the cul-de-sac referenced in Condition No. W-5, above. The Homeowners Association (HOA) shall be responsible in perpetuity for all fees and costs associated with the water meter, not to include the cost of water.

10. Fire Clearance Easement. Developer shall retain for the Homeowners Association a minimum one hundred (100) foot easement to allow the Homeowners Association to meet all existing and future fire department regulations and laws for the brush clearance, as needed at the rear of Lots 111 through 129. The brush clearance shall be the actual, as well as the financial responsibility of the Homeowner's Association of Dayton Canyon Estates in perpetuity.
11. Mitigation Area Protection. The Developer has submitted a Mitigation Plan as part of the documentation related to the Final Environmental Impact Report. At the base of the hillside at the rear lots of 134-136; 142-145, the Developer will install a masonry wall six (6) feet in height above pad elevations with a design, commensurate with the architectural character of the community, that will serve to protect the mitigation area from excessive human intrusion by the community. The actual planting requirements will be prepared in conjunction with agencies having jurisdiction over such matters.
12. Access Easement for APN 2017-005-021. At the extreme northeastern end of the property, where it abuts Woolsey Canyon Road, the Developer is working with an adjoining property owner to provide an access easement of a width equal to the minimum width required by the fire department for ingress and egress to and from APN 2017-005-021. Such easement shall not permit lighting and such width restrictions shall be recorded as part of any such easement. At the time of the dedication of the open space to the MRCA, this easement shall be retained by the Developer in favor of the property owner (Girardi) for the sole benefit of one single family residence on APN 2017-005-021. The form and content of such easement shall be approved in writing by MRCA.
13. Reduction in Infrastructure Costs. For any City approved reduction in infrastructure costs after Planning Commission Approval for over and above one hundred thousand dollars (\$100,000.00), the Developer shall reduce the project by one residential lot and its associated grading footprint for each one hundred thousand dollars (\$100,000.00) in infrastructure cost reduction. The first reduction of a residential lot has already occurred pursuant to Condition No. W-7, above. The principle target areas for reduction are the widening of Valley Circle Boulevard and the proposed main artery that would be an extension of Roscoe Boulevard.
14. Dedication of Conservation Easement along Dayton Canyon. The Developer shall dedicate MRCA a conservation easement above the one thousand sixty foot (1,060') topo line along the steep wall of Dayton Canyon. The Developer shall exercise reasonable care in avoiding grading above that elevation. In the event grading is required within this area as a result of the

established roadway location and gradient per Tentative Tract Map 52866, dated 5/9/99, then Developer shall undertake a revegetation program utilizing native species within the disturbed area which program must be approved by the MRCA provided such approval does not conflict with other agencies having jurisdiction.

- S-1 (a) That the sewerage facilities charge be deposited prior to recordation of the final map over all of the tract in conformance with Section 64.11.2 of the Municipal Code.
- (b) That survey boundary monuments be established in the field in a manner satisfactory to the City Engineer and located within the California Coordinate System prior to recordation of the final map. Any alternative measure approved by the City Engineer would require prior submission of complete field notes in support of the boundary survey.
- (c) That satisfactory arrangements be made with both the Water System and the Power System of the Department of Water and Power with respect to water mains, fire hydrants, service connections and public utility easements.
- (d) That any necessary sewer, street, drainage and street lighting easements be dedicated. In the event it is necessary to obtain off-site easements by separate instruments, records of the Bureau of Right-of-Way and Land shall verify that such easements have been obtained. The above requirements do not apply to easements of off-site sewers to be provided by the City.
- (e) That drainage matters be taken care of satisfactory to the City Engineer.
- (f) That satisfactory street, sewer and drainage plans and profiles as required, together with a lot grading plan of the tract and any necessary topography of adjoining areas be submitted to the City Engineer.
- (g) That any required slope easements be dedicated by the final map.
- (h) That each lot in the tract comply with the width and area requirements of the Zoning Ordinance.
- (i) That 1-foot future streets and/or alleys be shown along the outside of incomplete public dedications and across the termini of all dedications abutting unsubdivided property. The 1-foot dedications on the map shall include a restriction against their use for access purposes until such time as they are accepted for public use.
- (j) That any 1-foot future street and/or alley adjoining the tract be dedicated for

public use by the tract, or that a suitable resolution of acceptancy be transmitted to the City Council with the final map.

- (k) That no public street grade exceed 15%.
- (l) That any necessary additional street dedications be provided to comply with the Americans with Disabilities Act (ADA) of 1990.

S-2 That the following provisions be accomplished in conformity with the improvements constructed herein:

- (a) Survey monuments shall be placed and permanently referenced to the satisfaction of the City Engineer. A set of approved field notes shall be furnished, or such work shall be suitably guaranteed, except where the setting of boundary monuments requires that other procedures be followed.
- (b) Make satisfactory arrangements with the Department of Transportation with respect to street name, warning, regulatory and guide signs.
- (c) All grading done on private property outside the tract boundaries in connection with public improvements shall be performed within dedicated slope easements or by grants of satisfactory rights of entry by the affected property owners.
- (d) All improvements within public streets, private street, alleys and easements shall be constructed under permit in conformity with plans and specifications approved by the Bureau of Engineering.
- (e) Any required bonded sewer fees shall be paid prior to recordation of the final map.

S-3 That the following improvements be either constructed prior to the recording of the map or that such construction be suitably guaranteed:

- (a) Construct on-site sewers to serve the tract as determined by the City Engineer.
- (b) Construct any necessary drainage facilities.
- (c) Install street lighting facilities to serve the tract as required by the Bureau of Street Lighting.
- (d) Plant street trees and remove any existing trees within dedicated streets or proposed dedicated streets as required by the Street Tree Division of the

Bureau of Street Maintenance. When the City has previously been paid for tree planting, the subdivider or contractor shall notify the Street Tree Division (485-5675) upon completion of construction to expedite tree planting.

- (e) Repair or replace any off-grade or broken curb, gutter and sidewalk satisfactory to the City Engineer.
- (f) Construct access ramps for the handicapped as required by the City Engineer.
- (g) Close any unused driveways satisfactory to the City Engineer.
- (h) Construct any necessary additional street improvements to comply with the Americans with Disabilities Act (ADA) of 1990.

NOTES:

Satisfactory arrangements shall be made with the Los Angeles Department of Water and Power, Power System, to pay for removal, relocation, replacement or adjustment of power facilities due to this development. The subdivider must make arrangements for the underground installation of all new utility lines in conformance with Section 17.05N of the Los Angeles Municipal Code.

The final map must record within 36 months of this approval, unless a time extension is granted before the end of such period.

The Advisory Agency hereby finds that this tract conforms to the California Water Code, as required by the Subdivision Map Act.

The subdivider should consult the Department of Water and Power to obtain energy-saving design features which can be incorporated into the final building plans for the subject development. As part of the Total Energy Management Program of the Department of Water and Power, this no-cost consultation service will be provided to the subdivider upon his request.

As communicated to the Planning Department staff, Condition No. W incorporates a voluntary agreement between a conservancy agency and the subdivider. This agreement, according to the Conservancy is required to enable their support. The MRCA has reviewed the Final Environmental Impact Report (Case No. EIR 98-0227) for the reference project, and subject to the agreement (Condition No. W includes the voluntary conditions) and except as set forth in Section 2, will support Alternate No. 6 as approved (147 residential lots), notwithstanding minor revisions to that plan which may come about as a function of the final entitlement of this project with the City of Los Angeles, and other agencies having jurisdiction over the process. While it is not possible at this time to specify the form,

substance, and time of such support, the Conservancy and subdivider reached agreement that such support is an underlying consideration behind the offer of open space dedication.

FINDINGS OF FACT (CEQA)

In making the decision to approve Tentative Tract No. 52866, the Advisory Agency of the City of Los Angeles certifies that it has reviewed and considered the information contained in Addendum to- and the Final EIR No.98-0227 (MPR)(SUB)(DA)(ANNEX), together with all written communications and oral testimony regarding this subdivision. As part of this approval, the Advisory Agency, pursuant to Sections 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

On June 17, 1998, the Environmental Staff Advisory Committee (ESAC) reviewed the project application (Environmental Assessment Form) and the Initial Study. The ESAC determined that an Environmental Impact Report should be prepared to address concerns regarding the potential adverse impacts associated with the project's implementation. In the Environmental Determination, the ESAC required examination of the following potential environmental impact areas:

- Land Use and Planning
- Geology
- Hydrology
- Air Quality
- Transportation/Circulation
- Biological Resources
- Natural Resources
- Risk of Upset
- Noise
- Public Services (Fire Protection and Police Protection)
- Utilities and Service Systems (Water, Sewer, Solid Waste, Electricity, Natural Gas, Communication, Cable Television)
- Aesthetics
- Cultural Resources
- Recreation

The Draft EIR was determined to be acceptable for filing by the Department of City Planning on June 8, 1998, and was circulated for public review for 45 days from November 23, 1998 to January 7, 1999, and the City of Los Angeles extended the comment period until January 13, 1999. A notice of Draft EIR availability was published in the Los Angeles Times on November 19, 1998. The Notice of Completion was filed with the State Clearinghouse on November 20, 1998. The FEIR, completed in April 1999, analyzed the potential negative impacts below resulting from implementation of the proposed project.

After distribution of the Draft EIR, and in response to comments received from public agencies and interested individuals and at the request of the City of Los Angeles, the applicant has proposed a new alternative: 150-unit project in lieu of the 175-unit project. The Advisory Agency approved a 147-unit project resulting in reduced density and an environmentally superior project.

LAND USE AND PLANNING

ALTERNATIVE 6 - 150 SINGLE-FAMILY DWELLING UNITS (REDUCED TO 147)

This alternative, as shown on Exhibit 53 (FEIR), would consist of a 150 single-family unit design, using RE11-H and RE9-H design criteria. This alternative has an average lot size of 12,800 square feet, with a minimum lot width of 65 feet and minimum pad width of 55 feet. This plan anticipates some side yard retaining walls up to 5 feet high.

Implementation of this alternative would involve less impacts to oak trees, biological resources, and maintains the open flow of the streambed. The drainage system proposed for this alternative is the same as in the proposed project for 175 units, and the project includes construction of one detention basin.

Alternative 6 for 150 units has the same number of units as Alternative 4, however, Alternative 4 assumes acquisition of parcels owned by private individuals (one parcel is 5.56 acres, APN 2017-026-001 and the second parcel is 2.64 acres, APN 2017-026-002) that were not acquired, and no longer are considered part of the project. This change in property inclusion is a significant difference between the 150-unit alternatives, resulting in lower impacts to the streambed, biota, and oak trees in Alternative 6. Also, as noted in the Corrections and Additions section of the FEIR, the previously approved TT Map #89-47374 for eight lots is no longer evaluated under this EIR due to the fact that it has a previous approval and Mitigated Negative Declaration #89-0378-SUB(ZC).

Under Alternative 6 impacts to oak trees will be reduced. Of the total 735 trees on 359.4 acres of SunCal ownership, only 79 trees will be impacted (compared to 135 in the originally proposed project). Of the total impacted trees, 12 trees are in "D" health, in need of removal. A total of 656 trees including 571 oak trees (88%) will be saved, improved and better protected on the development site as well as on the open space.

A minimum of 214.4 acres of permanent open space north of project site will be dedicated to a conservancy agency with the possible expansion of this to 270 acres. This acreage includes open space surrounding the development area. In the event that a conservancy agency is either unable or unwilling to accept a portion of the dedication of open space for public use, the applicant shall provide proof that the ownership and maintenance of the permanent open space shall be vested with the homeowners association. Said open space in that instance shall be deed restricted to permanent open space and shall be private with appropriate easements for hiking equestrian trails. However, it is the intent of

the applicant to negotiate a complete transfer of open space to a conservancy agency.

Alternative 6 - Land Use Summary

| Land Use | Acres |
|--|--------------|
| Total SunCal ownership (excluding TT #89-97374) | 359.4 |
| Total unit count - Alternative 6 | 150 units |
| Total development pad - graded area | 64.2 |
| Detention basin | 0.8 |
| Earth work | 1,500,000 cy |
| Property within the County | 290.5 |
| Property within the City | 68.9 |
| Property to be annexed | 76.1 |
| Total project site | 145 |
| Fuel modification zone (City & County) | 17.8 |
| Total natural undisturbed open space within development area (City & County) | 63 |
| Total minimum open space dedication | 214.4 |
| Total acreage TT #89-47374 | 3.2 |

This alternative reduces the amount of grading from 1.73 million cubic yards of earthwork to 1.5 million cubic yards. The development footprint is reduced from 68 acres to 64.2 acres. In addition, Alternative 6 reduces impacts related to cut slopes: the proposed project included two cut slopes in excess of 200 feet in the south side of the canyon. Alternative 6 includes elimination of the easterly cut slope by the use of daylight grading techniques, and reduction of the westerly cut slope to maintain a maximum slope of 100 feet high wherever possible.

The single-family estates development is consistent with the surrounding land use and zoning designations. This alternative will introduce less population to the area compared to the proposed project. The impacts are summarized as follows:

The proposed development is consistent with the density and character of surrounding single-family development. This alternative will require a general plan amendment and zone change for implementation, similar to the 175-unit project.

Cumulative Impact. The proposed project, in conjunction with other related

projects in the area, would result in cumulative change to the area's semi-rural/suburban character, caused by the increasing intensity of land use in the community. However, implementation of the project will result in dedication of 214.4 acres of open space to a conservancy agency, and an additional 55.6 open space acres for a new total of 270 open space acres.

GEOLOGICAL RESOURCES

Most earth materials on the parcel are expected to excavate with moderate to heavy duty ripping using heavy duty grading equipment. Some blasting may be required. Some of the excavated materials may be blocky and contain a considerable amount of oversized blocks which will require special handling in the field.

Ground shaking due to local, or distant, earthquakes is considered to be the most important seismic factor with respect to the future development. The site is vacant. Project implementation would result in the exposure of structures and occupants to strong ground shaking having the potential to cause significant damage to or destruction of project structures and injury to occupants during the life-time of the proposed project.

Cumulative Impact. Implementation of the proposed project and other projects in the general vicinity would cumulatively produce land form alterations in the Canoga Park-Winnetka-Woodland Hills-West Hills and Chatsworth-Porter Ranch area incident to site preparation.

In addition, implementation of the proposed project and other projects within general vicinity cumulatively would increase the number of structures (and people) exposed to earthquake related hazards.

HYDROLOGY

Under the approved 147-lot development, the developed conditions will increase the surface flow in the affected areas by less than 110 cfs. This increase is relatively minor and the excess amount of water generated due to this development will be contained in a retention basin. This basin allows for the existing flow of the developed site into the channel to match that of the undeveloped conditions by reducing the flow.

In a 50-year storm, the increased surface flow for the site and the area surrounding the site will not lead to any water-related hazards such as flooding.

Cumulative Impact. Implementation of the proposed project and other projects in the vicinity would cumulatively increase the amount of impervious surface area, runoff, and landform and drainage pattern alterations in the area.

AIR QUALITY**Construction Activity Impacts**

Project development will entail construction activity to prepare the site and to build new structures and facilities. Construction has generally been considered mainly a source of potential nuisance from dust or odors such that these temporary emissions are typically categorized as insignificant in most air quality impact analyses. Dust is normally the primary concern during construction. Because dust emissions from soil disturbance are not amenable to collection and discharge through a controlled source, they are called "fugitive emissions."

Dust (PM-10) emission rates vary as a function of many parameters (soil silt, soil moisture, wind speed, area disturbed, number of vehicles, depth of disturbance or excavation, etc.). The South Coast AQMD, in its 1993 "CEQA Air Quality Handbook," estimates daily PM-10 emissions during construction to be 26.4 pounds per day per acre disturbed when "standard" dust control procedures required by SCAQMD Rule 403 are used. According to recent studies, enhanced dust control procedures can reduce the average daily PM-10 emission rate to as low as 10 pounds per day when a highly aggressive control program is implemented. The most recent measurements of PM-10, using these procedures is 10.7 pounds per acre per day (BACM Project Report No. 1, 1996).

Noticeable construction activity dust impacts derive almost exclusively from the largest diameter material that has a residence time of only a few seconds. These large particulates quickly settle out on parked cars, landscaping, outdoor furniture and other horizontal surfaces. The USEPA states that the primary zone of impact is less than 100 feet from the source unless there are unusually strong winds that can keep large particles suspended for a more than a few seconds. There are few homes in close proximity to the project site that might be affected by soiling nuisance from large particle deposition during typical daytime wind conditions. During Santa Ana winds from the northeast, there are no homes along the downwind trajectory for a considerable distance. Although enhanced dust control procedures are recommended for grading during strong wind events, soiling nuisance impacts during all wind conditions are anticipated to be less than significant.

In addition to PM-10 emissions, construction will entail the use of internal combustion engines to power on-road trucks and off-road mobile, semi-mobile and semi-stationary equipment. Such sources are mainly diesel-powered and are poorly regulated in terms of allowable emission levels. Off-road sources are sometimes not well maintained because there is no regulatory mechanism to enforce efficient combustion as there is for on-road sources. Construction activities also include minor amounts of emissions from construction worker commuting.

Daily average NOx emissions will be well above the identified significance threshold. Minor amounts of emissions reductions can be achieved by low-NOx tune-ups and by replacement of some internal combustion equipment with electrically (line-powered) systems. Feasible levels of mitigation are 10-20 percent. The "excess" NOx emissions are far too great to be able to achieve a less than significant daily NOx emissions levels with the application of reasonable and feasible mitigation.

Operational Impacts

The primary source of project-related air quality impact will derive from site-related traffic. Minor amounts of air emissions will result from energy needs met by burning fossil fuels (electrical generation and in-home natural gas consumption), and from various miscellaneous homeowner emissions sources (mowers, paint, cleaning products, etc.). Single-family residences generate slightly under ten (10) trips per dwelling unit. The average trip length is around ten (10) miles per trip, or 100 vehicle miles traveled (VMT) per dwelling unit per day. Air emissions associated with 1,505 daily project-related trips plus from the average daily energy consumption were calculated using the SCAQMD's MAAQI air quality computer model. There is a reduction in air emissions, however, because the approved project reduced the total daily trips by 230 (1505 vs 1735).

Cumulative Impact

Construction Activity Impacts. Construction activities are concentrated at the construction site, but they may also spill over into the adjacent community. Vehicles track dirt off-site, lane closures create congestion on public roadways and construction worker vehicles and supply trucks compete with the general public for sometimes inadequate roadway capacity. Trucks are often left idling near off-site sensitive receptors while waiting to load or unload. Each of these small impacts may become substantial when summed over all basinwide construction activities.

Operational Impacts. Cumulative projects are primarily intensification or re-use of existing facilities, because San Fernando Valley is essentially built out. Identified related projects near Dayton Canyon Estates site are a 120-unit assisted living facility and several propose re-uses of the Hughes Missile System campus at Fallbrook Avenue and Roscoe Boulevard. The Hughes site would replace previous R&D uses with a university (DeVry Institute) and the Regent-West Hills office Park. The net "new" trips from cumulative projects is 3,000+ ADT. Combined daily emissions from Dayton Canyon Estates and identified cumulative growth would substantially exceed the daily SCAQMD significance threshold. The cumulative air quality impact of the proposed project plus the projects above would be significant.

While project-related regional (mainly mobile source) emissions would not have an

individually significant impact on western San Fernando Valley air quality, the incremental addition of growth-related traffic over a wide area may change microscale air quality distributions. To determine whether future traffic changes will create an adverse air quality impact, a microscale air quality impact analysis was performed for the traffic analysis grid around the project areas. For details of the analysis microscale impact analysis table, refer to the Air Quality Report in Appendix E of this document.

TRANSPORTATION/CIRCULATION

Access and Parking

Access to the single-family housing tract will be provided via three locations. One location will be via an extension of Roscoe Boulevard to the west of Valley Circle Boulevard. This roadway will serve the majority of the housing tract (109 of the 147 units). A second roadway will be constructed further to the north, parallel to Roscoe Boulevard and extending west from Valley Circle Boulevard. This roadway will serve approximately 35 units. In addition, an emergency-only connection of this roadway will be made to the Roscoe Boulevard extension to allow two points of emergency access for the tract. Finally, three houses along the north edge of the tract will be served by the existing Hillcroft Drive, which is connected to Valley Circle Boulevard via a network of local streets, including Jensen Drive.

Parking for each dwelling unit on site will be provided separately on each lot. Per the City of Los Angeles Municipal Code, a minimum of two spaces will be provided in a garage on each lot.

Traffic Generation

Traffic generation characteristics of many land uses have been surveyed and documented by the Institute of Transportation Engineers (ITE). Those studies indicate that developments similar to the proposed project generate traffic according to the formula taken from the 6th Edition of Trip Generation (1997), published by ITE.

Traffic Distribution and Assignment

Determination of the geographic distribution of the traffic generated by the project was the next step in the process.

Traffic Growth

Based on an analysis of the trends in traffic growth in this portion of the Los Angeles

area over the last several years, an annual traffic growth factor of 1.0 percent was recommended by LADOT. This growth factor was used to account for increases in traffic resulting from projects not yet proposed or outside of the study area. This growth factor, compounded annually, was applied to the 1998 traffic volumes to develop an estimate of 2001 baseline volumes.

The approved alternative of 147 lots would reduce the number of dwelling units to be built by 28 units compared to the proposed project. The traffic generated from the site would be reduced correspondingly. The table below compares the traffic generated by Alternative 6 to the proposed project.

Trip Generation Comparison

| Scenario | Daily Trips | AM Peak Hour | | | PM Peak Hour | | |
|------------------|-------------|--------------|-----|-----|--------------|----|-----|
| | | | | | | | |
| Alternative 6 | 1,505 | 29 | 85 | 114 | 99 | 56 | 155 |
| Proposed Project | 1,735 | 33 | 99 | 132 | 114 | 64 | 178 |
| Difference | -230 | -4 | -14 | -18 | -15 | -8 | -23 |

As this table shows, project generation would be lower by approximately 230 daily trips, with approximately 18 fewer AM peak hour trips and 23 fewer PM peak hour trips. This is an approximately 13 to 14 percent reduction in the overall generation. Project impacts at area study intersections would also be reduced by approximately this amount.

It should be noted that under this alternative five additional housing units would be included in the cumulative analysis. Addition of these five units would slightly worsen traffic conditions under the without project scenario. However, since the project would be reduced by more housing units (28) cumulative impacts will still less than significant. Therefore, the with project scenario traffic conditions for this alternative would be slightly better than those shown for the with project scenario for the proposed project, and both cumulative and project traffic impacts would be less under this alternative. On this basis, the conclusion that the traffic impacts for the proposed project are less than significant would also apply to this alternative.

BIOLOGICAL RESOURCES

Impacts to biological resources is based on the limits of grading of the proposed project. Direct impacts are those that involve the initial loss of habitats by grading and construction.

Indirect impacts are those related to disturbance from construction (such as dust and noise) or from activities of future residents.

| <i>Vegetation Association</i> | <i>Originally Proposed Project Impact Acres</i> | <i>Alternative 6 Project Impact Acres</i> |
|-------------------------------|---|---|
| Southern Mixed Chaparral | 43.71 | 41.73 |
| Sumac Chaparral | 5.10 | 6.40 |
| Coast Live Oak Woodland | 2.38 | 1.26 |
| Riparian Scrub | 0.40 | 0.40 |
| Disturbed Habitat | 1.41 | 14.47 |
| TOTAL | 68.0 | 64.20 |

Note: Original Proposed project, 175 lots; Approved project, 147 lots (Alt. 6)

As noted in the table above, the Alternative 6 project would impact 3.8 fewer acres of habitat than the originally proposed project; with the exception of the impacts to sumac chaparral, each habitat type on-site would be impacted less under the Alternative 6 project. The increased impact of 1.3 acres of sumac chaparral habitat along the western edge of the site is not considered significant because sumac chaparral is not considered to be a sensitive habitat by the resources agencies. Additionally, these patches of sumac chaparral are not contiguous to the larger patch of this habitat within the project site (north of Dayton Canyon Creek), and outside the project impact area (see Exhibit 29 in the Draft EIR).

Direct Impacts

A total of 64.2 acres of the vegetation associations occurring on the site will be impacted by construction. A total of 48.13 acres of chaparral associations will be impacted on the site: southern mixed chaparral (41.73 acres) and laurel sumac chaparral (6.40 acres). This habitat type is generally considered common in southern California and does not warrant mitigation. However, the chaparral on the site is within the County's SEA #14. The purpose of this SEA as mentioned above is to protect high quality chaparral, coastal sage scrub, southern oak woodland and riparian woodland. A total of 1.66 acres of oak woodland and riparian scrub would be impacted by project construction. These habitat types typically occur in the drainages on the site. Drainages supporting the riparian vegetation and riparian woodland (i.e. coast live oak woodland), and other ephemeral drainages may be determined to be subject to permit conditions regulated by the U.S. Army Corps of Engineers (ACOE), pursuant to Section 404 of the Clean Water Act, and may also require a Streambed Alteration Agreement under Section 1601 of the California Fish and Game Code.

Impacts to coast live oak woodland under the Alternative 6 project would be reduced from 2.38 to 1.26 acres and would impact 56 fewer oak trees (79 vs 135) than the originally proposed project. This would result in the retention of 114 of the 193 oaks (59%) within the project site. As indicated in the EIR, the applicant's ownership of the 214.4-acre property to the north of the project site contains an additional 543 oak trees that will be preserved through the proposed dedication of the northern property to a conservancy. A minimum of 214.4 acres of permanent open space north of project site will be dedicated to a conservancy agency with the possible expansion of this to 270 acres. This acreage includes open space surrounding the development area. In the event that a conservancy agency is either unable or unwilling to accept a portion of the dedication of open space for public use, the applicant shall provide proof that the ownership and maintenance of the permanent open space shall be vested with the homeowners association. Said open space in that instance shall be deed restricted to permanent open space and shall be private with appropriate easements for trails. However, it is the intent of the applicant to negotiate a complete transfer of open space to a conservancy agency.

The presence of a state or federally listed species may result in significant impacts to these resources from project. In addition, the presence of any CNPS List 1B species on the site may also result in significant impacts, depending on the species found, and the extent of the population on the site. In addition, total of 24 special status wildlife species occur or are considered to have a moderate to high potential for occurring on the site. Three of these special status wildlife species, the Cooper's hawk, mountain quail, and Bell's sage sparrow, were observed during the surveys and potentially breed on the site.

Wildlife movement corridors through Dayton Canyon Creek would be preserved in their natural state by either the Alternative 6 or the originally proposed project designs, with the exception of one emergency access crossing and detention basin southwest of Lot 11D (Lot 140 in the originally proposed project). Since the emergency access road would only be used for emergencies, wildlife could safely cross it to progress further eastward to Valley Circle Boulevard. More likely, wildlife would proceed north into the drainage that is within the northern 214.4 acre property that the applicant has proposed to be dedicated as open space to a conservancy. This drainage ultimately connects to Woolsey Canyon and easterly to the Chatsworth Nature Preserve/Reservoir.

Indirect Impacts

Impacts to the overall health of plants is an indirect impact produced by excessive amount of dust, as a result of grading activities, covering them. This impact is considered adverse, but not significant.

Further impacts is to the population of aquatic species (amphibians), produced by

changes in water quality (chemicals carried by runoff and/or improperly disposed from construction equipments).

Mitigation Measures

The mitigation measures specified on pages 4-95 to 4-99 in the Draft EIR for the originally proposed project are still appropriate for the Alternative 6 project. These mitigations addressed impacts to oak trees, jurisdictional areas (i.e., coast live oak woodland and riparian scrub), and slender mariposa lily and Plummer's mariposa lily.

NATURAL RESOURCES

Implementation of the project would result in increased demands for electricity, natural gas, and diesel and gasoline fuels. Site preparation would consume energy through grading and construction activities. The excavation, emplacement and compaction of approximately 1,500,000 cubic yards of cut and fill material on the project site is expected to require approximately six to eight months to complete. Upon completion of the project, the project will require natural gas and electricity on an on-going basis, in addition to the gasoline and diesel required for the automobile and truck traffic to and from the site. Increased energy demand due to project construction can be met by DWP and SCG's ability to provide energy services to the project site. There are no significant impacts because there is adequate availability.

RISK OF UPSET

The site currently contains localized areas consisting of minor spills of petroleum hydrocarbon products (motor oil) and improperly discarded containers and batteries. In addition, several structures were present within and immediately adjacent to the property at various times throughout the last 70 years. Although no evidence of buried solid waste disposal or underground storage tanks (UST) including septic tanks, was discovered during this investigation, on-site disposal of solid wastes and use of UST's were common practice during the period the structures were on-site. Therefore, a possibility exists that undiscovered UST's and areas of solid waste disposal (other than those reported) may be present on-site. It is concluded that this assessment has revealed no evidence of recognized environmental contamination considered detrimental to the development of the site.

NOISE

Noise impacts from residential development typically derive from project-related traffic. Noise impacts from an individual project will be superimposed upon the no-project baseline. Unless there are few cars under baseline conditions, the project noise increment

will be masked by the background. Traffic noise impacts at levels causing noise compatibility standards to be exceeded are almost always cumulative from all overall development and not from any single project.

While individual project-related traffic noise impacts are normally less than significant, the impact of the ambient acoustic environment on a particular project may actually be of greater concern. The impact of the environment as a constraint on project development, rather than the environment on the project, may thus be the principal noise impact analysis issue for the Dayton Canyon Estates site.

Cumulative Impact The maximum cumulative project noise level increase (growth plus the proposed project) is 1.4 dB. This increase would occur along Roscoe Boulevard between Woodlake and Fallbrook. The project contribution to this cumulative increase is 0.2 dB. The maximum with-project noise increment is 0.4 dB along Valley Circle Boulevard adjacent to the project site between the north side entrance to Roscoe Boulevard. This incremental project noise impact would be less than the 1.0 dB detection threshold.

FIRE PROTECTION

The proposed project may necessitate an increased demand for fire protection and emergency medical services in the local area because the project is located within the Mountain Fire District.

The adequacy of fire protection for a given area is based on required fire flow, response distance from existing fire stations, and the Fire Department's judgment for needs in the area. Generally, the required fire flow is closely related to land use.

Cumulative Impact. The Fire Department evaluates fire station placement and overall Department services for the entire City. According to the Los Angeles Fire Department, the proposed project would have a cumulative impact on fire protection services. The development of this proposed project, in addition to other approved and planned projects in the immediate area, will result in an increased need for fire protection and emergency medical services in this area. Presently, there are no immediate plans to increase Fire Department staffing or resources in the project area.

POLICE PROTECTION

The need for new or altered police services in the Reporting District has not been indicated by the Los Angeles Police Department, and site access has not been considered as a problem by the LAPD. Current information suggests that police services to the site will be adequate.

Cumulative Impact. According to the LAPD, a project of this magnitude would have a cumulative impact on police services in West Valley Area. The specific areas of concern for the LAPD are, hours of accessibility to the public, security concerns for major events, parking lot accessibility for patrol vehicles as well as lighting issues for nighttime use.

SCHOOLS

The proposed project, reduced to 147-units, will generate fewer students than the previously proposed 175-unit project which was expected to generate a total of 280 students. According to the School District the total student population projection will not impact the schools in the area. Although currently El Camino Real high school is operating above capacity, based on the future projection, generated by the Los Angeles Unified School District, there will be sufficient capacity for Dayton Canyon Estates student population.

Los Angeles Unified School District imposes school impact fees at maximum levels allowable under State law (California Government Code Section #65995[b]) for the purposes of constructing new classroom facilities. These fees are collected prior to issuance of a building permit and are based on the applicable floor area of building square footage multiplied by the current fee assessment (\$1.93/square foot of residential construction). The school impact fee will increase to \$3.50 per square foot as of September 11, 2000.

WATER SYSTEMS

Project-related water demand can be estimated by applying consumption factors to the proposed land uses. Residential use consumption factors are derived from and based on recommended methodology supplied by the City of Los Angeles Department of Public Works, Bureau of Engineering, Wastewater Program Management, Interim Control Ordinance No. 163,559, Sewer Facilities Charge Guide.

The proposed project, reduced from 175 lots to 147 lots, would consume a total of less than 69,300 gallons of water per day.

Water services would continue to be provided by DWP. The water system can be adapted to anticipated domestic water requirements for the proposed development. The hydraulic analysis, conducted by the DWP will determine the size of water distribution mains to service the site. The cost for any improvements to the existing water distribution system, due to the proposed project, will be the responsibility of the developer.

Cumulative Impact. The cumulative impact is the cumulative increase in water demand from development and the associated costs. The DWP is equipped to

provide water service to meet the demands of the cumulative projects. This growth in consumption as a result of this project is less than significant since the demand has been incorporated into long-range plans for regional growth.

SEWER

Upon construction and occupancy of the proposed 147 new homes will be less than the previously proposed 175 new homes. The previous proposal would generate approximately 51,625 gallons of sewage per day. The extension of the sewer facilities to the site will be the same.

This wastewater would be gravity-flow to the existing sewer lines in Roscoe and Valley Circle Boulevards and Schoenborn Street and Valley Circle Boulevard, and from there would be directed for treatment within HTS. The project's sewer system would consist of 8-inch sewer mains, which would drain to the connection points. A sewage allocation permit would need to be issued according to Ordinance No. 160,060, as discussed previously.

SOLID WASTE DISPOSAL

Construction Impacts. The proposed project would require the excavation and removal of approximately 1.5 million cubic yards of earth materials due to excavation and grading activities. The 1.5 million cubic yards of cut and fill as a result of grading operations will be balanced on-site. The impact analysis has been based on full project build-out (147 units).

Non-Hazardous Waste Impacts. The project upon buildout is estimated to generate less than approximately 1,750 to 2,625 pounds of solid waste per day, or less than approximately 318.5 to 479.5 tons per year. This is also considered the net increase, because the site is currently undeveloped. Solid waste would be collected by the City of Los Angeles Bureau of Sanitation and transported to County of Los Angeles or privately-owned sanitary landfills or transfer stations/recycling centers.

Hazardous Waste. The proposed development could potentially generate hazardous waste during operations. Common hazardous waste generated by a project of this nature can consist of unused paint, aerosol cans, medications, cleaning agents (solvents), and other empty or partially empty hazardous waste containers. Based on the City of Los Angeles regulations, it is illegal to dispose of these household waste materials at Class II and III landfills. According to the Los Angeles, Bureau of Sanitation, the City operates a Household Hazardous Waste (HHW) collection program for residential developments. This program services the Valley areas several times during the year for residents to dispose of these substances in an environmentally safe and appropriate manner. It is anticipated that, given the very small amounts of hazardous waste likely to be generated, there

will be adequate hazardous waste disposal capacity to serve the project.

Cumulative Impact. The proposed project in conjunction with other projects in the area will generate a total of 4,817 pounds of solid waste per day and 879.1 tons of solid waste per year. Because of the increase in solid waste generated by the project in conjunction with related projects, as well as demand from the region's existing population, cumulative impacts are considered significant in that there will be a need for additional solid waste disposal capacity and/or facilities.

The amount of common hazardous waste generated by related projects would represent a small fraction of the total waste stream; however, due to a shortage of available Class I disposal sites in Los Angeles County, any common hazardous material generated by new development is considered to be an adverse impact.

ELECTRICITY

Implementation of the project would result in increased demands for electricity. The 147 proposed dwelling units constructed at the site would, when completed and occupied, utilize less than approximately 905,100 kilowatt-hour (KWH) of electricity. These long-term electricity consumption estimates do not include efficiency increases from mitigation measures. Increased electricity demand due to project construction can be met with current infrastructure, and would not affect DWP's ability to provide electricity to the project site.

Cumulative Impact. The proposed project and related projects would increase electricity demands in the area. The DWP is equipped to provide services to meet the demands of the cumulative project. Cumulative projects represent an increase in consumption of regional energy sources which may be considered a significant cumulative impact.

NATURAL GAS SERVICES

Implementation of the project would result in increased demands for natural gas services. The proposed project of 147 dwelling units will generate less demand for natural gas services than the previously proposed 175 dwelling units (less than approximately 13,996,500 cubic feet of natural gas annually). These long-term natural gas consumption estimates do not include efficiency increases from mitigation measures. Increased natural gas demand due to project construction can be met with current infrastructure, and would not affect the Gas Company's ability to provide natural gas to the project site.

Cumulative Impact. The proposed project and related projects would increase natural gas demands in the area. The Southern California Gas Company is equipped to provide services to meet the demands of the cumulative project.

Cumulative projects represent an increase in consumption of regional energy sources, which may be considered a significant cumulative impact.

CABLE TELEVISION

Impacts on cable television is not considered significant. Service in the area is available and provided by TWC. They will provide the developer with the design layout, pull trunk distribution, place their equipment and provide service. While TWC provides the design and materials, the applicant is required to provide the trenches, pre-wiring for the homes, and placing the conduit according to the design.

According to the requirements set forth by the TWC, the developer will provide the cable television company necessary easements. If the developer records easements for all utility systems into one easement, the developer shall add the company to the list of names contained in the utility easement. If the developer gives individual easements to the individual companies, the developer shall provide the company with the necessary documents so that required easements can be recorded in the name of the company. In the event that cable routing for the cable television company deviates from the routing required by other utility companies, the developer shall furnish the cable television company an easement as required.

AESTHETICS

Implementation of the proposed project will convert the existing undeveloped land to residential development. This will impact some views, however, 214.4 acres will be dedicated to permanent open space for off-site mitigation. Alternative 6 - 150 single-family dwelling units has been further reduced to 147 dwelling units in order to add to the open areas on the subject property, reducing aesthetic impact. Further, the current adverse aesthetic impacts to the site as well as adverse health conditions (using the site as a dumping ground for solid waste and aggressive public recreational activities) will be removed by the development of the project and maintenance of the aesthetic and landscape standards. Project construction will hinder criminal activities on the project site including unsightly illegal dumping. A series of computer generated wire frame view simulations were created to assess aesthetic impacts of development to this property. The technique utilized required digitizing the development area topography and overlaying this with the proposed site plan. The views indicate that the development will be visible from the interior, however, off-site visibility will be minimal. Visibility along Valley Circle will be buffered with landscaping. Further, pursuant to CPC 99-0218 (DA), development controls will be imposed. These are incorporated into the instant determination letter.

Scenic Highways. The Chatsworth - Porter Ranch and Canoga Park - Winnetka - Woodland Hill - West Hills community plans identify Valley Circle Boulevard from Roscoe Boulevard to Plummer Street as a scenic highway. Valley Circle Boulevard is also designated as such on the Scenic Highway Plan, a part of the Circulation Element of the

General Plan of the City of Los Angeles, adopted by the Los Angeles City Council on February 23, 1978. Development controls are imposed to protect the viewshed pursuant to CPC 99-0218 (DA) and this letter of determination.

Cumulative Impact. The proposed project, in combination with existing development, would increase impacts to the area's scenic qualities. These impacts would be long-term and are considered to be significantly adverse.

CULTURAL RESOURCES.

Numerous sites have been recorded as cultural resources. Assessment of impacts and guidelines are included in the FEIR.

Cumulative Impact. No other project in the vicinity of the project site is expected to be developed. If other related projects were to be developed in the area, they could have a cumulative impact on the cultural resources. However, with the implementation of mitigation measures recommended below, the project's potential contribution to cumulative impacts can be reduced to a below a level that is considered significant.

RECREATION

Although the project will not encroach upon any established, current recreational activities in the area, the project will incorporate the existing regional trails as they traverse the boundary of the project along Valley Circle Boulevard. Regional recreational sites have been proposed or already exist along Valley Circle Boulevard and Roscoe, according to Public Recreation Plan, Section 123. Development of the project will not encroach upon these recreational facilities in the area.

Equestrian Issues

The eastern portion of the proposed project site is designated as a horse-keeping district by the City of Los Angeles Major Equestrian and Hiking Trails Plan, adopted December 31, 1968. This plan is a part of the Recreation Element of the City of Los Angeles General Plan. According to the plan map, the area contains a concentration of horses, and the plan indicates a proposed City of Los Angeles equestrian trail, following the general alignment of Valley Circle Boulevard, which will be crossing the project site. As an amendment to the City of Los Angeles Major Equestrian and Hiking Trails Plan, the Chatsworth-Porter Ranch District Plan was adopted on March 25, 1974. The City of Los Angeles also created a Guide to Existing and Potential Equestrian Trails (Northwest San Fernando Valley), however it is not part of the City's General Plan. The Guide was revised in 1991. According to the Guide, the east portion of the project site is designated as a proposed Horsekeeping District (K). The plan indicates that the horsekeeping areas are

characterized by large lots intended for the creation of "K" Supplemental Use districts. According to the plan, "housing in these areas is specifically intended for horsekeeping on lots of 17,500 square feet and larger. Riding is permitted along the streets and on designated trails. Street improvements and subdivision design should be compatible with the semi-rural character of these neighborhoods."

Infrastructure improvements will provide for continued equestrian use and trail access and include flashing crossing lights at Valley Circle which can be activated by equestrians.

Fish and Game:

The Initial Study prepared for the project identifies potential adverse impact on fish or wildlife resources.

CUMULATIVE IMPACTS

The Final EIR, completed in April 1999, identifies the following cumulative impacts:

Grading and Geologic Hazards (Seismicity/Landform Alteration), Air Quality (Construction/Operational), Surface Water Runoff/Hydrology/Flood Hazard, Light (Artificial), Land Use, Public Services (Fire/Emergency Services, Police Protection), Utilities (Energy, Solid Waste), Aesthetics/View (Light, Scenic Highways).

STATEMENT OF OVERRIDING CONSIDERATIONS

Although changes or alterations have been made to the initial project proposal to reduce or avoid significant environmental effects, feasible measures have not substantially lessened or avoided the significant effects of the project. Alternative No. 6 was evaluated in the Final EIR and was determined to be environmentally superior to initial project proposal presented in the Draft EIR. The Final EIR identifies the following areas of net unmitigated significant impacts resulting from the subject proposal:

Air Quality (Construction)

Aesthetics (Light-Artificial, Urbanization of Open Space, Visibility, Scenic Highways).

Having (i) adopted all feasible mitigation measures, (ii) rejected those alternatives to the project which were infeasible or did not meet project objectives identified in the EIR, (iii) recognized all unavoidable significant impacts, and (iv) balanced the benefits of the Project against the Project's unavoidable significant effect, the Planning Commission finds that the following benefits of the project outweigh and override the unavoidable significant effects of the proposed project:

- a. The project will dedicate over 214 acres of the total ownership to the Santa Monica Mountains Conservancy, preserving open space, viewshed, and habitat protection.

- b. The project will preserve the visual and aesthetic character of the site, including those portions within the Valley Circle Boulevard scenic corridor, through implementation of design standards defined in the Development Agreement and Development Standards, consistent with the intent and goals of the Valley Circle Boulevard - Plummer Street Scenic Corridor plan (LAMC Section 17.05 T).
- c. The project will provide additional housing opportunities, contributing to the available housing stock in this area of the City.
- d. The project will improve and extend public services and utilities to currently underserved portions of the City.
- e. The project will provide fiscal benefits to the City through increased property tax revenue and development fees.
- f. The project will provide construction jobs within a variety of trades during the development of the Project.

ALTERNATIVES

Pursuant to CEQA, the EIR must assess a reasonable range of alternatives to the project action or location (Section 15126(d)). The discussion must focus on opportunities for eliminating any significant adverse environmental effects, or reducing them to a level of less than significant "even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly..." (Section 15126(d)). The EIR must identify an environmentally superior alternative among the evaluated alternatives. As with cumulative impacts, the discussion of alternatives is governed by the "rule of reason." The EIR need not consider an alternative whose effect cannot be reasonably ascertained, or does not contribute to an informed decision-making and public participation process. Alternative No. 6 was evaluated in the Final EIR and was determined to be environmentally superior to the initial project proposal presented in the Draft EIR.

No Project

As required by CEQA, the EIR will evaluate a no project alternative. This would result if the property were to remain in its existing condition and no development were to occur.

Alternative 2, Cluster Development Concept

This alternative consists of a 175-unit attached townhouse design on a 22.8-acre pad, closer to Valley Circle. In this design concept, townhouses are arranged in 4-plex, 5-plex and 6-plex arrangements. This alternative also includes 9.7 acres of private recreational area and paseo open space. It includes more open space, less impact, and less grading

than the proposed project.

Alternative 3

This alternative assumes 133 single-family dwelling units, with larger lots, using RE15-H criteria. This alternative has a target lot size of 15,000 square feet and an average lot size of 17,000 square feet, with minimum lot width of 80 feet and a minimum pad width of 75 feet. It has the same footprints as the proposed project.

Alternative 4

This alternative consists of 150 single-family unit design, using RE11-H design criteria. This alternative has a target lot size of 11,000 square feet and an average lot size of 12,800 square feet, with minimum lot width of 75 feet and minimum pad width of 65 feet (anticipates some side yard retaining walls up to 5 feet high).

Alternative 5, Mixed Concept

This alternative would consist of 160 units. These units are broken down into: 84-unit townhouse design on the north side of the streambed which will be arranged in a 4-plex and 6-plex concept; and 76 single-family unit design, using RE20-H design criteria on the south side of the streambed and westerly up the canyon. This alternative has a target lot size of 20,000 square feet and an average lot size of 25,000 square feet, with minimum lot width of 80 feet and a minimum pad width of 75 feet.

Alternative 6, 150 Single-Family Dwelling Units

Alternative 6 consists of 150-Single-Family Dwelling Units. This alternative was created based on the comments received and the City of Los Angeles request for an additional, environmentally sensitive alternative. The Applicant has indicated that this alternative is the preferred choice for the proposed project. If approved as the proposed project, this alternative will lessen project-related impacts. (The detailed project description is added to the FEIR in Additions and Corrections section). As approved by the Advisory Agency, a reduced project of 147 lots provided more corridor and reduced grading.

MITIGATION MONITORING

Mitigation Monitoring. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the Advisory Agency finds:

- that a mitigation reporting and monitoring program shall be implemented as specified in the final decision relative to the subject project;
- that through covenant and agreement, prior to the recordation of the final map,

certificate of occupancy, and/or building permit, the property owner shall identify an appropriate licensed professional to provide certification that compliance with the required mitigation measure has been effected;

- site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include required mitigation measures/conditions; and,
- that an accountable enforcement agency and monitoring agency shall be identified for mitigation measure/conditions adopted as part of the decision makers's final determination.

FINDINGS OF FACT (SUBDIVISION MAP ACT)

In connection with the approval of Tentative Tract No. 52866, the Advisory Agency of the City of Los Angeles, pursuant to Sections 66473.1, 66474.60, .61 and .63 of the State of California Government Code (the Subdivision Map Act), makes the prescribed findings as follows:

- (a) THE PROPOSED MAP IS CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.
- (b) THE DESIGN AND IMPROVEMENT OF THE PROPOSED SUBDIVISION ARE CONSISTENT WITH APPLICABLE GENERAL AND SPECIFIC PLANS.

Canoga Park-Winnetka-Woodland Hills-West Hills Community Plan. The subject property is partially located within the area covered by the Canoga Park-Winnetka-Woodland Hills-West Hills Community Plan, the Land Use Element of the adopted General Plan for this geographic area. The community plan was originally adopted by the City Council on May 14, 1984 and amended by the City Council on August 17, 1999 under the Community Plan Update program (CPC 97-0041 CPU). The existing land use designation for the portion of the property within the Canoga Park Community Plan is Very Low Residential (RE20, RA, RE15, and RE11) and Open Space (OS).

Chatsworth-Porter Ranch Community Plan. The subject property is partially located within the area covered by the Chatsworth-Porter Ranch Community Plan, adopted by the City Council on July 14, 1993 and most recently amended on July 22, 1994 (CF 93-2413 ZC/GPA). The plan designates the portion of the property within this Community Plan for Minimum (A1, A2, and RE40) and Very Low I (RE20, RE40) density housing.

The subdivision is in substantial in conformance with the purposes, intent and provisions of the General Plan as reflected in the adopted community plan and map. The Community Plan promotes an arrangement of land uses, streets, and services

which will encourage and contribute to the economic, social and physical, health, safety, welfare, and convenience of the people who live and work in the community. The Plan also guides development to create a healthful and pleasant environment. Goals, objectives, policies, and programs are created to meet the existing and future needs and desires of the community through the year 2010. Both community plans identify the following goals and objectives:

- Encouraging open space for recreational uses and promoting the preservation of views, natural character and topography of mountainous parts of the community for the enjoyment of both local residents and persons throughout the Los Angeles region.
- Preserving existing open space resources and developing new open space resources, by encouraging the retention of passive and visual open space which provides a balance to urban development.
- Encouraging continuing efforts to acquire vacant land for publicly-owned open space.
- Encouraging preservation of equestrian-oriented land uses.
- Recognizing the desire to preserve undeveloped hillside and mountainous terrain, utilizing the cluster concept, to the extent feasible, for new residential development in hillside areas in order to use the natural terrain to the best advantage and minimize the amount of grading.

Valley Circle Boulevard Scenic Corridor (Scenic Highways). The Chatsworth-Porter Ranch and Canoga Park-Winnetka-Woodland Hills-West Hills Community plans identify Valley Circle Boulevard from Roscoe Boulevard to Plummer Street as a scenic highway (Los Angeles Municipal Code Section 17.05 T).

The proposed project would convert the site's prominently visible scenic hillsides to a residential setting. The loss of open space, change in topography from rugged hillsides and oak-covered grassland, to a graded residential tract, and addition of artificial light sources would result in significant adverse impacts. Analysis was provided in the Draft Environmental Impact Report to assess aesthetic impacts of development (DEIR), pgs. 4-157 thru 4-168).

Visual Impact and Land Use Issues. Following the public hearing, at the request of the hearing examiner, supplemental viewshed and land use analysis was prepared, specifically addressing potential impacts to the Valley Circle Boulevard Scenic Corridor associated with the proposed development of Area 8 and Area 9 (dated January 19, 2000, attached to the administrative file CPC 99-0206 ZC/GPA/AN).

Within Area 8, the line-of-sight analysis shows a potential for interrupted views to the prominent ridgelines west of the project site, based on the proposed lot configuration and future development on Lots 1, 2, 129 through 134, and 139, as shown for proposed Tentative Tract 52866. The analysis also indicates that the development on these lots will be visible from Valley Circle Boulevard. The recommended Development Standards would reduce these visual impacts by imposing larger lot areas, increased setbacks, reduced building heights and restricted use on these designated lots, thus allowing visual access ("view corridors") while maintaining a visual character that is contiguous with the existing residential development in the area. The Development Standards designate single-story homes only for these lots, with a ridge elevation not to exceed 26' above the pad elevations. This design facilitates unobstructed views of the prominent ridges and vista points within the project.

That the Development Agreement incorporates Development Standards which specifically address the visual and aesthetic character of the entire site, including those portions within the Valley Circle Boulevard scenic corridor, through implementation of design and development standards. These standards will assure compliance with the Valley Circle Boulevard-Plummer Street Scenic Corridor plan (LAMC Section 17.05 T) and reduce unavoidable significant adverse visual and aesthetic impacts resulting from the proposed development.

The site is located in the Flood Plain Management Specific Plan area (special/flood hazard area/hillside area/mud prone area).

The project conforms with both the specific provisions and the intent of the Flood Plain Management Specific Plan (Section 5.B.4 of Ordinance 154,405)

Therefore, as conditioned, the proposed tract map is consistent with the intent and purpose of the applicable General and Specific Plans.

- (c) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED TYPE OF DEVELOPMENT.
- (d) THE SITE IS PHYSICALLY SUITABLE FOR THE PROPOSED DENSITY OF DEVELOPMENT.

The site is not level and is located in a slope stability study area, high erosion hazard area, or a fault-rupture study zone.

The Department of Building and Safety, Grading Division, has tentatively approved the tract map subject to control of on-site drainage in a manner acceptable to that Department and subject to compliance of conditions issued by the Grading Division.

- (e) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SUBSTANTIAL ENVIRONMENTAL DAMAGE OR SUBSTANTIALLY AND AVOIDABLY INJURE FISH OR WILDLIFE OR THEIR HABITAT.

The Initial Study prepared for the project identifies potential adverse impact on fish or wildlife resources as far as earth, air, water, plant life, risk of upset are concerned.

The Final Environmental Impact Report (FEIR) No. 98-0227(MPR) (SUB)(DA)(ANNEX) provides measures to mitigate adverse impacts on wildlife or their habitat. To further address mitigation, over 214 acres (up t 270 acres) will be dedicated as permanent open space through an agreement with the Mountain Recreation and Conservation Authority.

- (f) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS ARE NOT LIKELY TO CAUSE SERIOUS PUBLIC HEALTH PROBLEMS.

There appear to be no potential public health problems caused by the design or improvement of the proposed subdivision.

The development is required to be connected to the City's sanitary sewer system, where the sewage will be directed to the LA Hyperion Treatment Plant, which is currently being upgraded to meet Statewide ocean discharge standards. The Bureau of Engineering has reported that the proposed subdivision does not violate the existing California Water Code because the subdivision will be connected to the public sewer system and will have only a minor incremental impact on the quality of the effluent from the Hyperion Treatment Plant.

- (g) THE DESIGN OF THE SUBDIVISION AND THE PROPOSED IMPROVEMENTS WILL NOT CONFLICT WITH EASEMENTS ACQUIRED BY THE PUBLIC AT LARGE FOR ACCESS THROUGH OR USE OF PROPERTY WITHIN THE PROPOSED SUBDIVISION.

Needed public access for roads and utilities will be acquired by the City prior to recordation of the proposed tract.

- (h) THE DESIGN OF THE PROPOSED SUBDIVISION WILL PROVIDE, TO THE EXTENT FEASIBLE, FOR FUTURE PASSIVE OR NATURAL HEATING OR COOLING OPPORTUNITIES IN THE SUBDIVISION. (REF. SECTION 66473.1)

- a. In assessing the feasibility of passive or natural heating or cooling opportunities in the proposed subdivision design, the applicant has prepared and submitted materials which consider the local climate, contours,

configuration of the parcel(s) to be subdivided and other design and improvement requirements.

- b. Providing for passive or natural heating or cooling opportunities will not result in reducing allowable densities or the percentage of a lot which may be occupied by a building or structure under applicable planning and zoning in effect at the time the tentative map was filed.
- c. The lot layout of the subdivision has taken into consideration the maximizing of the north/south orientation.
- d. The topography of the site has been considered in the maximization of passive heating or cooling opportunities.
- e. In addition, prior to obtaining a building permit, the subdivider considered building construction techniques, such as overhanging eaves, location of windows, insulation, exhaust fans; planting of trees for shade purposes and the height of the buildings on the site in relation to adjacent development.

These findings shall apply to both the tentative and final maps for Tract No. 52866.


EMILY GABEL-LUDDY
Deputy Advisory Agency

EGL:oss

Attachments: Development Standards - CPC Case No. 99-0218(DA)
Development Standards Map - View Corridors
Development Standards Map - Valley Circle Improvements
[Full size copies are in tract files]

Note: If you wish to file an appeal, it must be filed within 10 calendar days from the decision date as noted in this letter. For an appeal to be valid to the City Planning Commission, it must be accepted as complete by the City Planning Department and appeal fees paid in Room 300, Counter 17 & 18, 201 North Figueroa Street prior to expiration of the above 10-day time limit. Such appeal must be submitted in triplicate on Form CP-7769.

If you have any questions, please call Subdivision staff at (213) 580-5535.

DEVELOPMENT STANDARDS

The Development Standards are attached to and made a part of that certain Development Agreement dated _____, between the City of Los Angeles, a municipal corporation ("City") and SunCal Companies, Inc. a California corporation ("Developer") and shall apply to the public and private, on-site and off-site improvements and construction which comprise the

1.0 CONSISTENCY WITH DISTRICT PLAN

City hereby finds that these Development Standards are and shall be deemed to be consistent with the District Plan and all developments approved hereunder are and shall be deemed to be consistent with the District Plan.

2.0 DEFINITIONS

The following words, whenever used herein, shall be construed as defined in this Article 2. Except for those terms defined in this Article 2, defined terms herein shall have the meaning given them in the Development Agreement. Words and phrases not defined herein or in the Development Agreement shall be construed as defined in Section 12.03 of the Los Angeles Municipal Code ("LAMC"), if defined therein.

2.1 " Area 5" - that portion of the Property shown as Area 5 on the Tentative Tract Map (as defined below).

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

- 2.2 "Area 8" - that portion of the Property shown as Area 8 on the Map.
- 2.3 "Area 9" - that portion of the Property shown as Area 9 on the Map.
- 2.4 "Development (Developed Lot)" - the placement or erection of any structure including without limitation any building, road or utility lines on the property; any grading; subdivision of land; construction, reconstruction or alteration of the size of any structure or any public improvements whether or not on the property undertaken in connection with the Project. A "Developed Lot" - is a Lot upon which Development (as defined herein) has commenced.
- 2.5 "Density" - the number of allowable dwelling units per acre on the Property.
- 2.6 "Lot" - each and every legal lot or parcel comprising all or a portion of the Property.
- 2.7 "Property" - the subject parcel, also known as "Dayton Canyon Estates", located at 24000 Roscoe Boulevard within Council District Nos. 3 and 12, including the portion of the parcel to be annexed (approximately 78.2 acres) that is currently located in the County of Los Angeles. The site area is to be subdivided into 147 single-family lots (on approximately 105 net acres) and 5 open space lots (approximately 254 acres) for a total of 152 lots on approximately 359 net acres.

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

- 2.9 "Map" - that map (Tract Map 52866) attached hereto as Attachment A, and by this reference incorporated herein, dated May 5, 1999.
- 2.10 "Maximum Building Height" - the height of any building or structure measured from the highest point of the roof structure or parapet wall to the elevation of the ground surface which is vertically below said point of measurement.

3.0 DEVELOPMENT STANDARDS - SCENIC CORRIDOR

- 3.1 **Area 8 and Area 9: Residential RE11 and RA Zoned Areas.** "RE11" zoned lots in Area 8, modified by the provisions set forth herein, are identified on the Map as Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139. "RA" zoned lots in Area 9, modified by the provisions set forth herein, are identified as Lots 146 and 147 on the Map. Notwithstanding any provision of LAMC to the contrary, every lot classified in either Area 8 or Area 9 within the Map Area, classified either the "RE 11" zone or "RA" zone, shall conform to the following requirements:

- 3.1.1 Area 8: Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139. No allowances for a reduction in lot area, width, setbacks, or yard areas shall be permitted for the subject lots in Area 8, zoned RE11, as shown on the Tentative Tract Map 52866, dated May 5, 1999. These lots shall be in substantial conformance with

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

the Map and Exhibit B , Valley Circle Corridor Plan at RE11, dated May 5, 1999 (revised 2/09/2000), as to lot area, setbacks, width, and yard areas, subject to review and determination by the Advisory Agency.

3.1.1.1 Except as expressly restricted under Section 3.1.1 above, any allowances for lot averaging or a reduction in lot area for remaining Area 8 parcels zoned RE11, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be subject to the standards defined in Section 17.05 H, subject to review and determination by the Advisory Agency.

3.1.2 Area 9. Area 9 shall be expressly limited to development of one lot and one single-family dwelling unit, unless otherwise determined by the Advisory Agency that adequate access and emergency services are provided to Area 9, as follows:

3.1.2.1 Subdivision of Area 9 into a maximum two lots and a maximum two single-family dwelling units (permitting one dwelling unit per lot) is predicated on the legal guarantee of the proposed secondary driveway access, and more importantly, related physical improvements (i.e. paving and installation of fire hydrants) in order to reduce potential emergency

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

access and fire hazard impacts. If the subject access and improvements as identified in the draft Memoranda of Understanding are not actualized, Area 9 shall be subdivided into only one lot (permitting one dwelling unit). The determination of density, adequate access, and fire safety provisions shall be made by the Advisory Agency, in consultation with the Bureau of Engineering and Fire Department, as part of the subdivision action.

3.1.2.2 If two lots are permitted within Area 9, lot averaging shall be permitted, with the express restriction that lot averaging shall not provide for the ability to reduce the lot area, setback, yard or width requirements as shown for proposed Lots 146 and 147 in substantial conformance with dimensions identified on Tentative Tract Map 52866, dated May 5, 1999.

3.2 **Area 5, Residential RE9 Zoned Area.** "RE9" zoned lots in Area 5, modified by the provisions set forth herein, are identified on the Map as Lots 24 thru 44, and 67 thru 90. Notwithstanding any provision of LAMC to the contrary, every lot classified in Area 5 within the Map, classified in

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

the "RE9" zone , shall conform to the following requirements:

3.2.1. Any allowances for lot averaging or a reduction in lot area for Area 5, for parcels zoned RE9, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be subject to the standards defined in Section 17.05 H, and be subject to review and determination by the Advisory Agency. Lot averaging shall not provide for the ability to reduce the minimum width dimensions established in Section 3.2.2 below.

3.2.2. Lot width dimensions shall be a minimum of 60 feet for all lots in Area 5. Lot width dimensions for the RE9- zoned parcels facing opposite RE11- zoned parcels in Area 6a and Area 6b may be increased to be consistent with lot widths established for the RE11 zoned parcels, to present a uniform streetscape appearance. The Developed Lots shall be in substantial conformance with dimensions identified on Tentative Tract Map 52866, dated May 5, 1999, subject to review and determination by the Advisory Agency.

3.3 Valley Circle Boulevard - Plummer Street Scenic Corridor.
Notwithstanding any provision of LAMC to the contrary, every lot within Valley Circle Boulevard - Plummer Street Scenic Corridor (LAMC Section

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

17.05 T) as shown on the Map Area shall conform to the following requirements:

3.3.1 Building Height. Except as noted in Section 3.3.3.1 below, the height of any building or structure shall not exceed one-story and 26 feet maximum, measured from the highest point of the roof structure or parapet wall to the elevation of the ground surface which is vertically below said point of measurement for Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, as shown on the Tentative Tract Map 52866, dated May 5, 1999, and identified on Attachment B, Valley Circle Corridor Plan at RE11, dated May 5, 1999 (revised 2/09/2000).

Except as expressly noted above for Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, for any remaining lot located on the subject property, (including the proposed annexation Areas 5, 6a, and 6b), the height of any permitted building or structure shall not exceed 36 feet elevation above the ground surface which is vertically below said point of measurement.

3.3.2 Viewshed Protection. For all lot areas within the project site (including the proposed annexation Areas 5, 6a, and 6b), any building or structure visible from Valley Circle Boulevard shall

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999.

Exhibit E-9(B)

not be constructed within 50 vertical feet of the top of a prominent ridgeline; the location of prominent ridgelines shall be determined by the Advisory Agency.

3.3.3 Setbacks. On Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, as shown on the Tentative Tract Map 52866, dated May 28, 1999, any building or structure shall be setback a minimum 25 feet from the easternmost lot line abutting Valley Circle Boulevard. The setback widths shall substantially conform to dimensions identified on Exhibit B, Valley Circle Boulevard Improvements, Option 3, dated February 2, 2000, but shall maintain the minimum 25-foot width requirement.

3.3.3.1 Setback Restrictions. Within Area 8, Lots 1, 2, 129-134, and 139 shall be specifically restricted from constructing any vertical structures or improvements within the rear yard area of their respective lot in excess of twelve (12) feet in height, as measured from the surrounding finished lot elevation. All rear yard improvements on the above lots shall be designed in conformance with any future architectural guidelines adopted by the Dayton Canyon Estates Homeowners Association, specifically

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

as they relate to: massing, location within the rear yard, color palette, and materials. All improvements within the rear yards of the above referenced lots, including landscaping, pools, flatwork, and vertical construction, shall receive the approval of the Homeowner's Association prior to commencement of any installation. The Homeowner's architectural guidelines shall be subject to the review of the Advisory Agency.

3.3.4 Lot Areas. Except as expressly restricted herein and noted under Sections 3.1 and 3.2 above, any allowances for lot averaging or a reduction in lot area or lot width for portions of the property zoned RE11 and RE9 shall be subject to the standards defined in Section 17.05 H, subject to review and determination by the Advisory Agency.

3.3.5 Lighting. Night lighting on private property located on any lot located within 100 feet of the proposed future Valley Circle Boulevard right-of-way, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be permitted, provided it is low-height, low illumination safety lighting of a color similar to

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

incandescent light which is shielded and directed onto the property.

3.3.6 Fences, Gates, and Walls. All fences, gates and walls visible from Valley Circle Boulevard shall be constructed of the following materials: rough-cut, unfinished wood; native-type stone; split-face concrete bloc; textured plaster surface walls; black or dark green chain link; wrought-iron in combination with small-gauge tubular steel posts (tubing posts not to exceed 1 ½" square in dimension); or a combination thereof.

3.3.7 Public Right-of-Way Landscaping and Maintenance. Landscaping shall be installed by the Developer for the portion of the public right-of-way adjacent to Valley Circle Boulevard extending from Roscoe Boulevard to a point approximately 1,100 feet north thereof, substantially in conformance with Exhibit D, Valley Circle Boulevard Street Widening Plan, Option 3, dated February 2, 2000, and consistent with the provisions of Section 5.1, below. Landscape plans for the subject right-of-way shall be prepared by a licensed landscape architect, subject to review and approval by the Advisory Agency, prior to recordation of Tract 52866. In the event that such plans are

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

not completed prior to the recordation of the Final Map, the developer shall record a covenant and agreement satisfactory to the City Planning Department to submit such a plan to the City Planning Department for approval prior to obtaining any building or grading permits. The landscape plans shall consider use of native, naturalized, and/or drought-tolerant tree species including, but not limited to, the following: Quercus agrifolia, Quercus chrysolepis, Quercus lobata, Platanus racemosa, Alnus rhombifolia, Geijera parviflora, Rhus lancea, and Schinus molle.

The subject public right-of-way shall be maintained by the Developer or Homeowner's Association, subject to conditions as defined by the Advisory Agency, to be established in the covenants and agreements for the recorded Tract 52866.

3.3.8 Roofs. All roofs visible from Valley Circle Boulevard shall be surfaced with non-glare materials and no equipment shall be placed thereon. This provision shall not apply to solar energy devices. Roof design shall emphasize shed roof orientation versus gable roof orientation for building elevations adjacent to and facing Valley Circle Boulevard.

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

3.3.9 Drain pipes. Drain pipes, if not installed underground and/or visible from Valley Circle Boulevard shall be black or earth tone brown.

3.3.10 Utilities. The Advisory Agency, where feasible, shall require that all utilities installed in connection with the development of the new subdivision be placed underground.

4.0 DEVELOPMENT STANDARDS - GENERAL PROVISIONS

4.1 Residential Dedications and Improvements. Development of the project shall be conditioned on implementing the public and infrastructure improvements as specified under the recorded Tract Map for the Tract 52866. The project design shall include a functional requirement for a trailhead to be located on the project site, subject to the determination of the Advisory Agency.

4.2 Building Heights. No building or structure shall exceed a maximum 36 feet in height, except for those areas within the Valley Circle Boulevard - Plummer Street Scenic Corridor expressly restricted to a maximum 26 feet in height as defined in Section 3.3.1 above.

4.3 Density. Development of the Property shall not exceed a total 147

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

dwelling units.

4.3.1 Splits or Resubdivision of Lots. In the event of a split or resubdivision of any Lot, the Allocation made to such Lot shall be further allocated by Developer among the Lots thus created. Developer shall record a memorandum of such Allocation at the time of the resubdivision. Each of the lots created as result of the lot split or resubdivision shall be subject to and bound by all of the provision of this Section 4.3.

4.4 Oak Tree Preservation. Any portion of the project area, including any area annexed from the County of Los Angeles, shall provide Oak Tree reports, grading, and landscaping plans and conduct construction activities in conformance with the City's Oak Tree Preservation Ordinance (LAMC, Section 17.05 R) and Oak Tree Reports Ordinance (Section 17.06 C).

4.5 Signs. The following provisions shall apply to the subject project:

4.5.1 Signs required by law, or other public utility signs which are customarily utilized in the performance of the utility's function shall be permitted. Such signs shall be removed within 15 days following completion of the utility's function.

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

- 4.5.2** One freestanding, construction sign shall be permitted on a lot where a building or structure is being erected or remodeled which identifies the owner, architects, engineers, lawyers, financing agent and/or contractors involved in the project; provided that such sign shall not extend more than ten feet above ground level, nor exceed 40 square feet in area. Such sign shall be removed within 15 days following completion of the construction or remodeling project.
- 4.5.3** Freestanding real estate signs shall be permitted which indicate that the building, land or portion thereof are for sale, lease or rent; provided that the freestanding signs are located on the property to which they relate and do not exceed 15 square feet in area and ten feet in height. Such signs shall be removed within 15 days from the date the building and/or portion thereof is no longer for sale, lease or rent.
- 4.5.4** Model Dwellings. Not more than one sign shall be placed on each designated model dwelling. Said sign shall not exceed 12 square feet in area and shall be used only for identification or directional purposes. Prohibited are banners, posters, pennants, ribbons, streamers, string of light bulbs, balloons or

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

any other inflatable object, spinners, or other similar moving devices.

4.5.5 Traffic direction or parking information signs shall be permitted, provided that such signs do not exceed 15 square feet in area and ten feet in height.

4.5.6 Temporary flags, banner signs, pennants and balloons for non-community related events or commercial messages shall be expressly forbidden.

4.6 Parking.

4.6.1. Parking shall be required at a minimum two (2) covered off-street spaces per dwelling unit. Provision for additional off-street parking and guest parking in driveways shall be made at one (1) guest space per every (2) dwelling units.

4.6.2 Construction Vehicles. All construction vehicles shall park on-site rather than on surrounding streets upon completion of on-site grading sufficient to accommodate vehicles.

5.0 TRAFFIC CIRCULATION

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

5.1 In order to assure orderly development of the Property and to increase the efficiency of area streets to move automobiles and to require other traffic management programs to mitigate the impact of the Project consistent with and in full satisfaction of City ordinances, the following traffic mitigation measures shall be required as part of the conditions imposed by the responsible agencies:

5.1.1 Valley Circle Boulevard. Valley Circle Boulevard shall be dedicated and widened on the west side to Modified Major Highway standards, or as amended by the Department of Transportation in concurrence with the Department of City Planning, along the entire project frontage which extends from Roscoe Boulevard to a point approximately 1,100 feet north thereof, substantially in conformance with Exhibit D, Valley Circle Boulevard Street Widening Plan, Option 3, dated February 2, 2000. The proposed dedication and widening and related improvements shall be consistent with the intent of the Valley Circle Boulevard - Plummer Street Scenic Corridor plan (LAMC Section 17.05 T), subject to review by the Department of Transportation and the Bureau of Engineering, in consultation with the Advisory Agency. Traffic signal equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc, shall be relocated and modified as required.

City Plan Case No. 99-0218 DA
Proposed Development Standards
February 24, 1999

Exhibit E-9(B)

5.1.2 Roscoe Boulevard. Roscoe Boulevard west of Valley Circle Boulevard shall be dedicated, widened and realigned as necessary to provide safe and efficient access, to the satisfaction of the Department of Transportation and the Bureau of Engineering. Traffic signal equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc, shall be relocated and modified as required.

6.0 AMENDMENTS

Amendments to these Development Standards shall be made in accordance with Section 6(h) of the Development Agreement, provided that with such deletions or modifications, the Project shall still mitigate project-related visual/aesthetic impacts for the entire site, and visual/aesthetic impacts specifically related to the Valley Circle Boulevard - Plummer Street Scenic Corridor to a less than significant level.

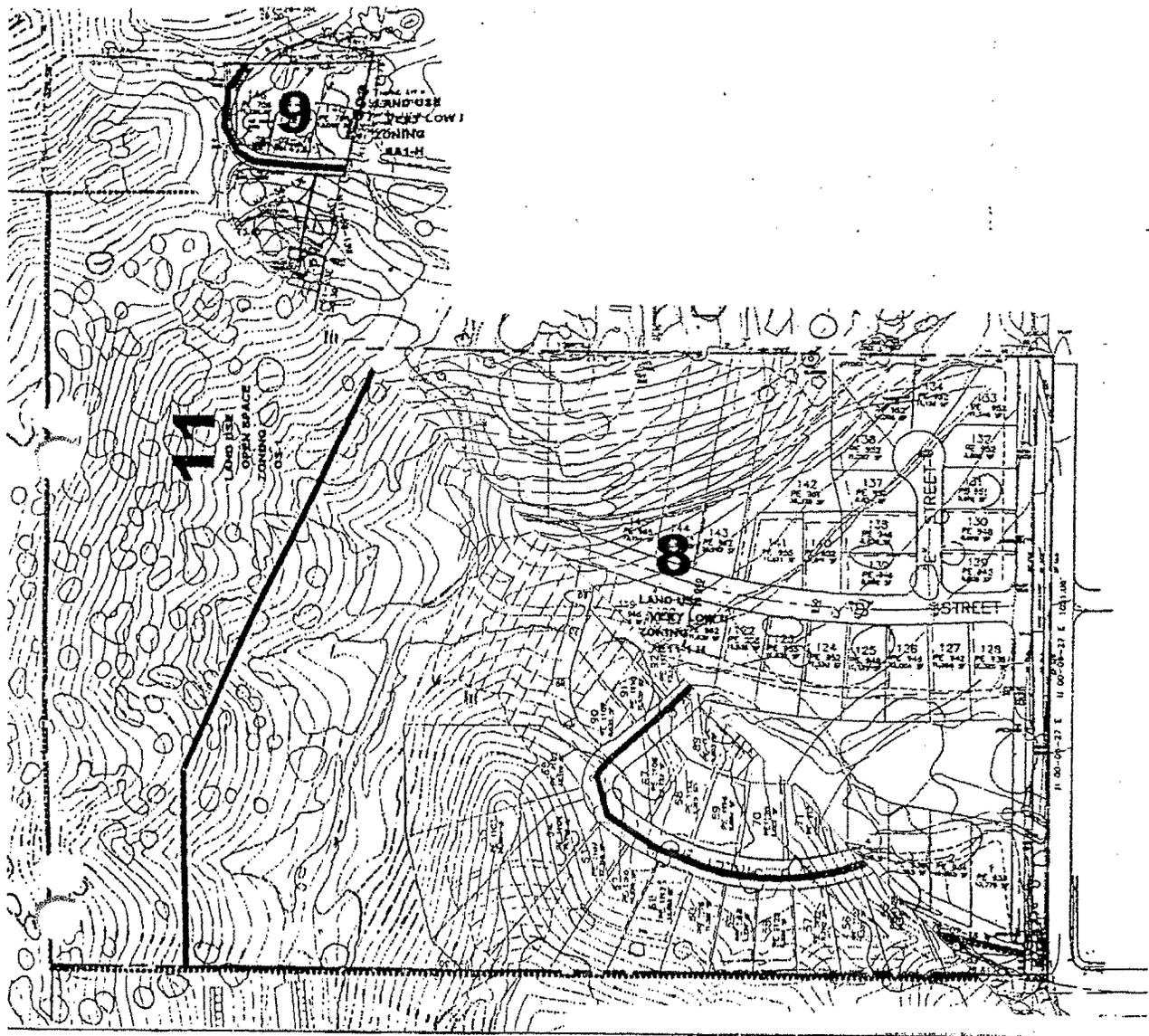
Attachments:

Attachment A: Draft Memorandum of Understanding (Jensen Dr. driveway access)

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2/8/00

ATTACHMENT I
A.2





LEAD SHEET

01 1130169

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

3:21 PM JUN 29 2001

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FREE

V

73

CODE

20

CODE

19

CODE

9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND MAIL

NAME SUNCAL COMPANIES

STREET 21601 DEVONSHIRE ST

CITY CHATS WORTH, CA 91311

2

01-1130169

DEVELOPMENT AGREEMENT

by and between

THE CITY OF LOS ANGELES

and

SUNCAL COMPANIES, INC.

DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

I. DEFINITIONS 1

1.1 "Applicable Rules" 1

1.2 "CEQA" 2

1.3 "Developer" 2

1.4 "Development Agreement Act" 2

1.5 "Discretionary Action(s)" 2

1.6 "Effective Date" 3

1.7 "Fees" 3

1.8 "General Plan" 3

1.9 "Impact Fees" 3

1.10 "Ministerial Permits and Approvals" 4

1.11 "Processing Fees" 4

1.12 "Project" 5

1.13 "Project Approvals" 5

1.14 "Property" 6

1.15 "Reserved Powers" 6

2. RECITALS OF PREMISES, PURPOSE AND INTENT 6

2.1 State Enabling Statute. 7

2.2 City Procedures and Actions. 8

2.3 Purpose of this Agreement. 9

2.3.1 Developer's Objectives 9

2.3.2 Mutual Objectives 9

2.3.3 Public Benefits 10

2.4 Applicability of the Agreement 11

3. AGREEMENT AND ASSURANCES 11

3.1 Agreement and Assurance on the Part of Developer 11

3.1.1 Project Development 11

3.1.1.1.General 11

3.1.1.2 Bond 12

3.1.1.3 Activation of Bond 13

3.1.2 Description of the Project 13

3.1.3 Timing of Development 13

3.2 Agreement and Assurances on the Part of the City 14

3.2.1 Entitlement to Develop 14

3.2.2 Consistency with Applicable Rules 15

3.2.3 Changes Mandated by Federal or State Law 15

3.2.4 Subsequent Development Review 16

3.2.5 Effective Development Standards 16

3.2.6 Interim Use 17

3.2.7 Moratoria or Interim Control Ordinances 17

3.2.8 Infrastructure Financing 18

3.2.9 Impact Fees 18

3.2.10 Processing Fees 19

4. PERIODIC REVIEW 19

4.1 Annual Review 19

4.2 Pre-Determination Procedure 19

4.3 Director's Determination 20

4.4 Appeal By Developer 20

4.5 Period To Cure Non-Compliance 21

4.6 Failure To Cure Non-Compliance Procedure 21

4.7 City Remedies 22

4.8 Reimbursement Of Costs 22

5. DEFAULT PROVISIONS 23

5.1 Default By Developer 23

5.1.1 Default 23

5.1.2 Notice of Default 23

5.1.3 Failure to Cure Default Procedure 23

5.1.4 Termination or Modifications of Agreement 24

5.2 Default By The City 25

5.2.1 Default 25

5.2.2 Notice of Default 25

5.3 No Monetary Damages 26

6. GENERAL PROVISIONS 26

6.1 Effective Date 26

6.1.1 Agreement Effective After Annexation 26

6.1.2 Agreement Effective After Execution 26

6.2 Term 27

6.3 Appeals To City Council 27

6.4 Enforced Delay; Extension Of Time Of Performance 28

6.5 Dispute Resolution 29

 6.5.1 Dispute Resolution Proceedings 29

 6.5.2 Arbitration 29

 6.5.3 Arbitration Proceeding 29

 6.5.4 Extension Of Agreement Term During Dispute 30

6.6 Legal Action 30

6.7 Applicable Law 30

6.8 Amendments 30

6.9 Assignment 31

6.10 Covenants 32

6.11 Cooperation And Implementation 32

 6.11.1 Processing 32

 6.11.2 Other Governmental Permits 32

 6.11.3 Cooperation In The Event Of Legal Challenge 33

6.12 Relationship Of The Parties 34

6.13 Hold Harmless and Insurance 34

 6.13.1 Hold Harmless 34

 6.13.2 Insurance 35

6.14 Tentative Maps 36

6.15 Notices 36

6.16 Recordation 37

6.17 Constructive Notice And Acceptance 37

6.18 Successors And Assignees 38

 6.18.1 City's Rights And Obligations 38

6.18.2 Developer's Rights And Obligations 38

6.19 Severability 38

6.20 Time Is Of The Essence 39

6.21 Waiver 39

6.22 No Third Party Beneficiaries 39

6.23 Entire Agreement 39

6.24 Legal Advice; Neutral Interpretation; Headings,
Table Of Contents, and Index 40

6.25 Discretion to Encumber 40

6.26 Entitlement to Written Notice of Non-compliance 40

6.27 Mortgagee Protection 41

6.28 Counterparts 41

58737-Tables

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this _____ day of, 2000 by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and SUNCAL COMPANIES, INC., a California corporation ("Developer"), (the City and the Developer may be referred to herein as the "Parties") pursuant to California Government Code Section 65864 et seq., and the implementing procedures of the City, with respect to the following:

AGREEMENT

The Parties agree as follows:

1. DEFINITIONS

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

1.1 "Applicable Rules"

means the rules, regulations, ordinances and officially adopted policies of the City in force as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City. Notwithstanding the language of this Section or any other language in this Agreement, (1) all specifications standards and policies regarding the design and construction of public works facilities shall be those that are ~~in effect at the time the project plans for such public works facilities~~ are being processed for approval and/or under construction and (2) Developer shall not be exempt from payment of affordable housing mitigation fees, if any, imposed pursuant to Ordinance No. 165,530 (see Los Angeles Municipal Code Section

91.0304(k)) or imposed pursuant to any subsequently enacted ordinance (provided, however, that Developer shall not be responsible for the same housing mitigation fee more than once).

Furthermore, ~~the Applicable Rules shall include the City-wide programs which shall be enacted after the Effective Date of this Agreement, for (1) storm water pollution abatement mandated by the Federal Water Pollution Control act of 1972, and subsequent amendments thereto, and (2) traffic congestion management mandated by the Congestion Management Program, California Government Code Section 65088, et seq., or any successor statute.~~

1.2 "CEQA"

means the California Environmental Quality Act (Public Resources Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.3 "Developer"

means, at any given point in time, the person or persons having any legal or equitable interest in any part of the Property other than the following interests: liens for taxes or assessments; mechanic's liens; rights of way, easements or other interests that cannot ripen into a fee; and bare legal title, such as that created by a trustee, held as security for an obligation. A person having the requisite interest in only a part of the Property is a Developer only with respect to that part and only for so long as that person retains the requisite interest.

1.4 "Development Agreement Act"

means Sections 65864 through 65869.5 of the Government Code.

1.5 "Discretionary Action(s)"

means a legislative, quasi-judicial or executive action which requires the exercise

of judgment, deliberation or a decision on the part of the City including any board, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department and any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.6 "Effective Date"

is the date on which this Agreement is attested by the Clerk of the City of Los Angeles after execution by Developer and the Director of Planning of the City of Los Angeles pursuant to Section 6.1.

1.7 "Fees"

means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.8 "General Plan"

means the General Plan of the City.

1.9 "Impact Fees"

means those linkage fees, monetary exactions, fees imposed by ordinance, rule or regulation which are designed to fund physical improvements to mitigate and/or affect environmental, social, and/or economic impacts of this development, assessments or fair-share charges or other similar fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development.

1.10 "Ministerial Permits and Approvals"

means those permits and approvals not included in section 1.5 herein entitled Discretionary Actions, but shall include, but not be limited to, the plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Developer to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, public works permits, grading permits, and other similar permits and approvals which are required by the Los Angeles City Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures.

1.11 "Processing Fees"

means all fees required by the City or any City Agency, including, but not limited to, fees for land use applications, project permits, building applications, building permits, grading permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to laws enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Developer shall not be exempt from the payment of affordable housing mitigation fees, if any, imposed pursuant to Ordinance No. 165,530 (see Los Angeles Municipal Code Section 91.0304(k)) or imposed by any subsequently enacted ordinance (provided, however, that Developer shall not be responsible for

the same housing mitigation fee more than once, or any portion of the same housing mitigation fee more than once), for the same development which is the subject matter of this Development Agreement), or from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, or from the payment of fees, if any, imposed as a result of the City's program for compliance with the Congestion Management Program mandated by California Government Code Section 65088, et seq., or any successor statute.

1.12 "Project"

means the Property, and the proposed development of the Property as described in Section 3.1.2 below.

1.13 "Project Approvals"

means those City approvals, including, but not limited to, the certification of the Final Environmental Impact Report (FEIR), approval of tentative map No. 52866, the Development Standards adopted as part of this Agreement, the amendment of the General Plan, certain zoning changes, and the annexation of a portion of the Property to the City, all as adopted by the City and as amended on or before the Effective Date. The Project Approvals are listed in Exhibit "A" attached hereto; in addition, a copy of the Development Standards are attached as Exhibit C to this Agreement. The Development Standards attached as Exhibit C are those referenced in Tract No. 52866, condition No. 3, e.

1.14 "Property"

means the real property located within the boundaries of the City which is more particularly described in Exhibit "B" attached hereto.

1.15 "Reserved Powers"

means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and the Project Approvals, but: (i) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the Mayor or City Council such as floods, earthquakes and similar acts of God); (ii) are amendments to Chapter IX of the Los Angeles.

2. RECITALS OF PREMISES, PURPOSE AND INTENT

Municipal Code Section 91.0101 et seq. (Building Code) or Chapter V of the Los Angeles Municipal Code Section 57.01.01 et seq. (Fire Code) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; (iii) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3; or (iv) constitute Processing Fees and charges imposed or required by the City to cover its actual costs in processing applications, permit requests and approvals of the Project or in monitoring

compliance with permits issued or approvals granted for the performance of any conditions imposed on the Project.

2.1 State Enabling Statute

To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows: The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the City and Developer; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

2.2 City Procedures and Actions

The City Council on _____, after conducting a duly-noticed public hearing, (a) adopted zone change Ordinance No. _____ (CPC File No. 99-0206 ZC/GPA/AN; CF 00-0945,), to become effective on the later to occur of the date the annexation of the property which is the subject of that zone change becomes final (LAFCO No. 98-1) or the thirty-first day after publication, approving this Agreement, (b) adopted the Resolution approving plan amendments (CPC File No. 99-0206/ZC/GPA/AN; CF 00-0945), (c) found that the Development Agreement provisions are consistent with the City's General Plan and Plans, (d) authorized the execution of this Agreement upon the finalization of the annexation proceedings of the property which is the subject of the zone change ordinance (LAFCO No. 98-1), and (d) certified the EIR in compliance with the requirements of the California Environmental Quality Act with respect to the City's execution of the Agreement.

2.3 Purpose of this Agreement

2.3.1 Developer's Objectives

In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, Developer wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. In the absence of this Agreement, Developer would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is necessary to assure Developer that the Project will not be (1) reduced in density, intensity or use, (2) subjected to new rules, regulations, ordinances or official policies or plans which are not related to compliance with state or federal mandates or health and safety conditions, except as permitted herein, or (3) subject to delays for reasons other than City-wide health and safety enactments related to critical situations such as, but not limited to, the lack of water availability or sewer or landfill capacity.

2.3.2 Mutual Objectives

Development of the Project in accordance with this Development Agreement will provide for the orderly development of the Property in accordance with the objectives of the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the

Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide many Public Benefits, as described in Section 2.3.3, to the City through the imposition of predictable and consistent development standards and requirements under the provisions and conditions of this Agreement. Additionally, although development of the Project in accordance with this Agreement may restrain the City's future land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, Developer will receive assurance that the Project may be developed during the term of this Agreement in accordance with the Applicable Rules, the Project Approvals and the Reserved Powers, subject to the terms and conditions of this Agreement.

2.3.3 Public Benefits

The Project will provide local and regional Public Benefits to the City, including without limitation: The Project will provide for the development of 147 single-family dwelling units in accordance with the General Plan. The Project will result in the preservation of more than a minimum 260 acres of open space through the dedication of such acreage to a conservancy agency. The Project will preserve and enhance recreational features through the improvement of certain equestrian and hiking trails within the Property. The Project will generate increased tax revenues for the City resulting in fiscal benefits to the City. The Project will include streetscape and landscape improvements to further enhance the Property and the surrounding community. The Project will implement additional improvements to ensure mitigation of environmental impacts in accordance with the General Plan.

2.4 Applicability of the Agreement

This Agreement does not: (i) grant density or intensity in excess of that otherwise established in the Applicable Rules; (ii) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Actions are initiated and submitted by the Developer after the Effective Date of this Agreement; (iii) guarantee that Developer will receive any profits from the Project; (iv) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; or (v) amend the City's General Plan from that otherwise established in the Project Approvals. This Agreement has a fixed term. Furthermore, in certain subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

3. AGREEMENT AND ASSURANCES

3.1 Agreement and Assurance on the Part of Developer

In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Developer hereby agrees as follows:

3.1.1 Project Development

3.1.1.1 General

Developer agrees that it will use its best efforts, in accordance with its own business judgment and taking into account market conditions and its own economic considerations, to undertake any development of the Project in accordance with the terms and

conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, provided that Developer makes the good faith business decision not to proceed with the Project or any component thereof, (a) Developer shall not be required to commence or complete any construction, and (b) Developer may develop the Property or any of the Parcels with a development of the same or a less intensive uses, or of the same or less height or density as the Project, provided that such development otherwise complies with the Applicable Rules, the Project Approvals and this Agreement.

3.1.1.2 Bond

Prior to the issuance of a Grading Permit, the applicant shall post a bond, in an amount satisfactory to the Department of Building and Safety to ensure that, in the event grading for and construction of the project should commence but not be completed within five (5) years from the issuance of a valid Grading Permit, those undeveloped portions of the property (as defined below) can be restored to the greatest extent reasonably feasible to pre-project construction conditions. The bond shall be obtained from a company qualified to do business in the State of California and with a rating of AAA. This section shall apply only to those undeveloped portions of the Project that, in the determination of the Director of Planning, (a) are not necessary for the future implementation of public improvements required to service the developed portions of the Project; (b) are not necessary for the full completion or maintenance of completed public improvements for the developed portions of the Project; (c) are not necessary for implementation of required future public improvements or maintenance of fully completed public improvements for off-site protection; or (d) have not been improved with completed private improvements that would make such restoration impractical or not feasible, including, but

not limited to residential construction, landscaping, driveways, and other improvements permitted by Tract Map 52866.

3.1.1.3 Activation of Bond

Notwithstanding section 3.1.1.1 above, in the event Developer fails to complete the public improvements described herein, including but not limited to, grading or other infrastructure which is the subject matter of a bond, after five (5) years of the posting of said bond the City reserves the right to demand performance or payment from the surety under the terms of the bond.

3.1.2 Description of the Project

The Project consists of a residential development planned for a maximum of 147 single family detached dwelling units. The total property under the Developer's ownership is 359.4 acres. The portion of the property to be graded and reconfigured is approximately 64.2 acres, within a project area in City territory of 145 acres. The remainder of the Developer's acreage, a minimum 260 acres, will remain in unincorporated territory as permanent open space with title held by a conservancy agency. The project includes: the construction of a maximum of 147 single family residences; the construction of an internal circulation system; installation of utilities and site drainage improvements; relocation, realignment and improvement of existing equestrian and hiking trails, and including all Discretionary Approvals as more fully described in the Approvals. The Project is the development that is described in and permitted by the Project Approvals listed in Section 1.13 of this Agreement.

3.1.3 Timing of Development

The parties acknowledge that Developer cannot at this time predict when or at

what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Developer, such as market orientation and demand, interest rates and competition. 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 therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, it is the intent of Developer and the City to hereby acknowledge and provide for the right of Developer to develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Agreement and with the Applicable Rules.

3.2 Agreement and Assurances on the Part of the City

In consideration for Developer entering into this Agreement, and as an inducement for Developer to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows:

3.2.1 Entitlement to Develop

Developer has the vested right to develop the Project subject to the terms and

conditions of this Agreement, the Applicable Rules, the Project Approvals and the Reserved Powers.

3.2.2 Consistency with Applicable Rules

Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals. Without limiting the generality of the foregoing, the City further finds and certifies that upon execution of this Agreement, development of this Project will be exempt from Ordinance No. 165,951 (as amended) contained in Los Angeles Municipal Code § 16, Chapter 1, Article 6.1 (the "Site Plan Review Ordinance") because during preparation of the EIR for this Project, the City considered significant aspects of the Project's relation to its site, surrounding property, traffic circulation, sewers and other infrastructures, and its general environmental setting (as required by the Site Plan Review Ordinance.)

3.2.3 Changes Mandated by Federal or State Law

This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this

Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.4 Subsequent Development Review

The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers or the Project Approvals. However, any subsequent Discretionary Action initiated by Developer which substantially changes the uses, intensity, density, building height or phasing of the Project, or decrease the lot area, setbacks, yards, parking, or other entitlements permitted on the Property, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. The Parties agree and acknowledge that the FEIR analyzes all reasonably foreseeable environmental consequences of the Project. The Parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA. In the event that additional environmental review is required by CEQA, the City agrees to utilize tiered environmental documents to the fullest extent permitted by law, as provided in Public Resources Code Sections 21093 and 21094.

3.2.5 Effective Development Standards

The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, including the Development Standards referenced in Section 1.13 and attached as Exhibit C to this Agreement. The Development Standards referenced in Condition No. 3, e of Tentative Tract Map 52866 are

those attached to this Agreement as Exhibit C. The City agrees that it is so bound, only insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for Discretionary Action. City shall cooperate with Developer for the purpose of coordinating all public improvements constructed under the Project Approvals with existing or newly constructed public improvements, whether located within or outside of the Property.

3.2.6 Interim Use

The City agrees that Developer may use the Property during the term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use.

3.2.7 Moratoria or Interim Control Ordinances

In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the mitigation measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes: (1) are found by the City to be necessary to the health and safety of the residents of the City, and (2) are

generally applicable on a City-wide basis (except in the event of natural disasters as found by the Mayor or the City Council such as floods, earthquakes and similar acts of God).

3.2.8 Infrastructure Financing

If Developer undertakes infrastructure financing, or the formation of assessment districts, community facilities districts, tax-exempt financing mechanisms, or other funding mechanisms related to traffic, sewer, water or other infrastructure improvements (including, without limitation, design, acquisition and construction costs) within the property, the City will cooperate fully in such endeavors to the greatest extent possible and will process any related applications as expeditiously as possible. To the extent any assessment district is formed in order to finance public improvements, facilities or services, Developer will be reimbursed by such assessment district to the extent that Developer spends funds or dedicates land for the establishment of public improvements, facilities or services funded by such assessment district.

3.2.9 Impact Fees

Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in force and effect as of the Effective Date. Impact Fees imposed by the City on the Project may not be increased in amount, except to the extent that any Impact Fee is adjusted during the Term, pursuant to its terms in place as of the Effective Date by a specified price index. The installation of improvements identified in the Mitigation Measures or the Conditions of Approval implemented in connection with the Project shall be accepted by the City in lieu of otherwise applicable Impact Fees. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair-share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable

law (e.g., school district impact fees pursuant to Government Code Section 65995). Other than the fees set forth in this Section and in Section 3.2.10, Developer shall be protected against the implementation of new fees or charges on the Project.

3.2.10 Processing Fees

Developer shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect at the time the application for such Ministerial Permit or Approval is submitted.

4. PERIODIC REVIEW

Developer shall pay all Processing Fees for Ministerial Permits and Approvals. Processing Fees shall be limited to Processing Fees in effect at the time the application for such Ministerial Permit or Approval is submitted.

4.1 Annual Review

During the Term of this Agreement, the City shall review annually Developer's good faith compliance with this Agreement. Such periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Developer shall have the burden of demonstrating such good faith compliance.

4.2 Pre-Determination Procedure

Developer's submission of compliance with this Agreement, in a form which the Director of Planning may reasonably establish, shall be made in writing and transmitted to the Director of Planning not later than sixty (60) days prior to the yearly anniversary of the Effective

Date. The public shall be afforded an opportunity to submit written comments regarding compliance to the Director of Planning at least sixty (60) days prior to the yearly anniversary of the Effective Date. All such public comments shall, upon receipt by the City, be made available to Developer.

4.3 Director's Determination

Within thirty days of receipt of the annual report, as provided in Section 4.2, the Director of Planning shall make a preliminary determination ("Preliminary Determination") regarding whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. This Preliminary Determination shall be made in writing with reasonable specificity, and a copy of the Preliminary Determination shall be provided to Developer in the manner prescribed in Section 6.15 below. Copies of the determination shall also be available to members of the public.

4.4 Appeal By Developer

In the event the Director of Planning makes a Preliminary Determination of non-compliance, Developer shall be entitled to appeal that determination to the Planning Commission within 20 days of receipt of the Preliminary Determination. After a public hearing on the appeal, the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Developer has complied in good faith with the provisions and conditions of this Agreement. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

4.5 Period To Cure Non-Compliance

If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Developer has not complied in good faith with the material provisions and conditions of this Agreement, Developer shall have the right to appeal such finding and determination to the City Council. The City, after the City Council's denial of such appeal, or where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Developer a written notice of default in the manner prescribed in Section 6.15, stating with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of default, Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Developer shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

4.6 Failure To Cure Non-Compliance Procedure

If the Director of Planning finds and determines that Developer, or its successors, transferees, and/or assignees, as the case may be, has not cured a default pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Director of Planning shall make a report to the Planning Commission. The Director of Planning shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Section 65867 and 65868. If after such public hearing, the Planning Commission finds and

determines, on the basis of substantial evidence, that Developer or its successors, transferees, and/or assignees, as the case may be, has not cured a default pursuant to this Section, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions.)

4.7 City Remedies

The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after the final determination of the City Council as set forth in Section 4.6, or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modification of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.8 Reimbursement Of Costs

Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

5. DEFAULT PROVISIONS

5.1 Default By Developer

5.1.1 Default

In the event Developer does not perform its obligations under this Agreement, in a timely manner, the City shall have all rights and remedies provided by this Agreement, provided that the City has first given notice as provided in Section 4.5 hereof, and provided further that Developer may appeal such declaration in the manner provided in, and subject to all terms and provisions of, Sections 4.6 and 4.7.

5.1.2 Notice of Default

The City through the Director of Planning shall submit to Developer by registered or certified mail, return receipt requested, a written notice of default in the manner prescribed in Section 6.15, identifying with specificity those obligations of Developer which have not been performed. Upon receipt of the notice of default, Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that Developer shall continuously and diligently pursue such remedy at all times until such default(s) is cured.

5.1.3 Failure to Cure Default Procedure

If after the cure period has elapsed, the Director of Planning finds and determines that Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or

assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Developer, or its successors, transferees and/or assigns, as the case may be, has not cured default pursuant to this Section, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

5.1.4 Termination or Modifications of Agreement

The City may only terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, in accordance with the provisions and procedures set forth in this Agreement, and after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

5.2 Default By The City

5.2.1 Default

In the event the City does not accept, process, or render a decision in a timely manner on necessary development permits, entitlement, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefor, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided that the Developer has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default

Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.3 No Monetary Damages

It is acknowledged by the Parties that neither the City nor Developer would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Both parties agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

6. GENERAL PROVISIONS

6.1 Effective Date

6.1.1 Agreement Effective After Annexation

This Agreement shall not become effective until, and is contingent upon, the later to occur of (a) final annexation of the entire portion of the Project which is the subject of Annexation Proceedings No. 98-1 or (b) the effective dates of all the Project Approvals.

6.1.2 Agreement Effective after Execution

This Agreement shall be effective upon such date as it is attested by the City Clerk of the City of Los Angeles after execution by Developer and the Director of Planning of the City of Los Angeles.

6.2 Term

The Term of this Agreement shall commence on the last date upon which the City takes final action to adopt the Project Approvals ("Term Commencement Date"). The Term Commencement Date may precede the Effective Date. and shall extend for a period of fifteen (15) years after the Term Commencement Date, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the City and Developer. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlement or approvals, including the Project Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement and any subdivision map or other Project Approval or Subsequent Approval shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures).

6.3 Appeals To City Council

Where an appeal by Developer to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20) days after the mailing of such finding and/or determination to Developer, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after such mailing, or within such additional period as may be agreed upon by Developer.

and the City Council. The failure of the City Council to act shall not be deemed to be a denial or an approval of the appeal, which shall remain pending until final City Council action.

6.4 Enforced Delay; Extension Of Time Of Performance

In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the Party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Developer or, if not dismissed within ninety (90) days, by any third parties against Developer. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for

such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5 Dispute Resolution

6.5.1 Dispute Resolution Proceedings

The Parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; (b) non-binding arbitration as provided below; or (c) any other manner of dispute resolution which is mutually agreed upon by the parties.

6.5.2 Arbitration

Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeals or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

6.5.3 Arbitration Proceeding

Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date or the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both

parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

6.5.4 Extension Of Agreement Term During Dispute

The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6.6 Legal Action

Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto.

6.7 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for the state actions and the Central District of California for any federal actions.

6.8 Amendments

This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868. Any

amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals, shall require notice and public hearing before the parties may execute an amendment thereto. Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to review any amendments requested by Developer including the cost of any public hearings.

6.9 Assignment

The Property, as well as the rights and obligations of Developer under this Agreement, may be transferred or assigned in whole or in part by Developer without the consent of the City; provided, however, that because this Agreement is intended to represent an integrated plan, the failure of any successor-in-interest to Developer to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached and an election to terminate this Agreement in its entirety as provided for in Section 5.1 hereof.

Developer, or any successor transferor, shall give prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Any failure by Developer to provide said notice shall be curable in accordance with the provisions of Section 5.1. Upon the transfer of Developer's rights and interests, Developer shall be released from its obligations with respect to that portion of the Property transferred

provided that (a) Developer has provided to City notice of such transfer, and (b) the transferee expressly and unconditionally assumes all of the obligations of this Agreement.

6.10 Covenants

The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.11 Cooperation And Implementation

6.11.1 Processing

Upon satisfactory completion by Developer of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City agrees that it will accept and process, in good faith and in a timely manner, all applications for land use and construction approvals and permits necessary to implement the Project, including all Subsequent Approvals, in accordance with the terms of this Development Agreement. City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation: (i) if legally required, providing notice and holding public hearings; and (ii) acting on any such Subsequent Approval application. No further environmental review or public hearing shall be required to implement the Ministerial Permits and Approvals. Developer shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

6.11.2 Other Governmental Permits

Developer shall apply in a timely manner for such other permits and approvals as

may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Developer in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, et seq.) or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Developer shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the City, or in its own name, the rights of the City or Developer thereunder or the duties and obligations of the parties thereto. Developer shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Developer has requested such agreement. Developer shall defend the City in any challenge by any person or entity to any such agreement, and shall reimburse the City for any costs and expenses incurred by the City in enforcing any such agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Developer, except where Developer has notified the City in writing, prior to the City entering into such agreement, that it does not desire for the City to execute such agreement.

6.11.3 Cooperation In The Event Of Legal Challenge

In the event of any legal action instituted by a third party or other governmental

entity or official challenging the validity of any provision of this Agreement or the Project Approvals the Parties hereby agree to affirmatively cooperate in defending said action.

6.12 Relationship Of The Parties

It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Developer is an independent contractor and not an agent of the City. Further, the City and Developer hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

6.13 Hold Harmless and Insurance

6.13.1 Hold Harmless

Developer hereby agrees to and shall indemnify, save, hold harmless and defend the City, and its elected and appointed representatives, boards, commissions, officers, agents, and employees (collectively, "the City" in this Section), from any and all claims, costs, and liability for any damages, personal injury or death which may arise, directly or indirectly, from Developer or Developer's contractors, subcontractors, agents, or employees' operations in connection with the construction of the Project, whether such operations be by Developer or any of Developer's contractors, subcontractors, by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer further agrees to and shall indemnify, save, hold the City harmless and, if requested by the City, Developer shall defend the City in any action brought by a third party (1) challenging the validity of this Agreement or (2) seeking damages which may arise directly or indirectly from the

negotiation, formation, execution, enforcement or termination of this Agreement. Nothing in this Section shall be construed to mean that Developer shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the negligent acts, or negligent failure to act, on the part of the City. City agrees that it shall fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding.

6.13.2 Insurance

Without limiting its obligation to hold the City harmless, Developer shall provide and maintain at its own expense, during the Term of this Agreement, the following program of insurance concerning its operations hereunder. The insurance shall be provided by insurer(s) satisfactory to the City on or before the Effective Date of this Agreement. The program of insurance provided shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days prior to any modification or termination of coverage. Such insurance shall be primary to and not contributing with any other insurance maintained by the Developer, shall name the City as an additional insured, and shall include, but not be limited to, either comprehensive general liability insurance endorsed for Premises/Project Site Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury or Builder's All-Risk Insurance, with a combined single limit of not less than \$2,000,000 per occurrence. From time to time, but not more often than once every two (2) years, Developer shall increase the coverage limits of the insurance required under this Section if so directed by the City after a determination by the City that such an increase is justified using customary and reasonable risk management methods and principles.

Developer shall not be obligated to defend, save and/or hold City harmless from any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from any public improvements constructed to City standards and accepted by City, whether or not constructed by or for City.

6.14 Tentative Maps

Pursuant to California Government Code Section 66452.6(a), the duration of tentative maps filed subsequent to the Effective Date shall automatically be extended for the Term of this Agreement.

6.15 Notices

Any notice or communication required hereunder between the City or Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to Developer:

William Rattazzi, SunCal Companies; 21601 Devonshire Boulevard, Suite 116,
Chatsworth, CA 91311;

with copies to

Law Office of Wayne Avrashow, Est., 16133 Ventura Boulevard, Suite 700, Encino,
California 91436

If to the City:

Director of Planning, City of Los Angeles, Room 1600, 221 North Figueroa Street, Los
Angeles, CA 90012;

with copies to

General Manager, Department of Transportation, City of Los Angeles, and
The City Attorney, City of Los Angeles, Real Property/Environmental Division Room
1800, Los Angeles City Hall, Los Angeles, CA 90012

6.16 Recordation

As provided in Government Code Section 65868.5, the City Clerk of Los Angeles shall record a copy of this Agreement with the Registrar-Recorder of the City of Los Angeles within ten (10) days following its execution by both parties. Developer shall provide the City Clerk with the fees for such recording prior to or at the time of such recording.

6.17 Constructive Notice And Acceptance

Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained

in the instrument by which such person acquired an interest in the Property.

6.18 Successors And Assignees

6.18.1 City's Rights And Obligations

If any part of the Property should, after the mutual execution of and Effective Date of this Development Agreement, be included within the boundaries of a county or another city, all of the City's rights and obligations under this Agreement shall inure to and be binding upon that county or other city with respect to the part of the Property included within that city's or county's boundaries to the fullest extent permitted by Government Code Section 65865.3 or other applicable regulations. In any event, the City shall retain all of its rights and obligations under this Agreement with respect to the part, if any, of the Property that remains within the incorporated portion of the City.

6.18.2 Developer's Rights And Obligations

All of the Developer's rights and obligations under this Agreement are appurtenant to the Property, run with the land, and are enforceable as equitable servitudes and covenants running with the land. Any person acquiring sufficient legal or equitable interest in a part of the Property to become a "Developer" (as defined in Section 1.3) shall obtain and assume all of the Developer's rights and obligations under this Agreement with respect to that part of the Property as provided in Section 6.10.

6.19 Severability

If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to persons or

circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.20 Time Is Of The Essence

Time is of the essence for each provision of this Agreement of which time is an element.

6.21 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.22 No Third Party Beneficiaries

The only parties to this Agreement are the City and Developer and their respective successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

6.23 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 which are not contained or expressly referred to herein, and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.24 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index

Each party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.25 Discretion to Encumber

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

6.26 Entitlement to Written Notice of Non-Compliance

The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon-written request to the City, be entitled to receive from the City written notification of non-compliance by Developer of the performance of Developer's obligations under this Agreement which has not been cured within sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance. Developer shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of non-compliance. Each mortgagee shall have the right during the same period available to

Developer to cure or remedy, or to commence to cure or remedy, the areas of non-compliance set forth in City's notice.

6.27 Mortgagee Protection

This Agreement shall be superior and senior to any lien placed upon the Property after the date of recording this Agreement. The terms and conditions of this Agreement shall be binding upon and effective against any person or entity, who acquires title to the Property.

Mortgagees shall not be entitled to devote the Property to any uses or to construct any improvements other than those authorized by this Agreement, or otherwise under the Project Approvals, the Subsequent Approvals and the Applicable Rules.

6.28 Counterparts

This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same agreement. This Agreement, not counting the Cover Page, Table of Contents [or Index,] or signature page, consists of 41 pages and 3 Exhibits which constitute the entire understanding and agreement of the parties.

The Exhibits are identified as follows:

Exhibit A - List of and copies of Project Approvals

Exhibit B - Property Description

Exhibit C - Development Standards, revised 9/26/2000, including attached driveway plan

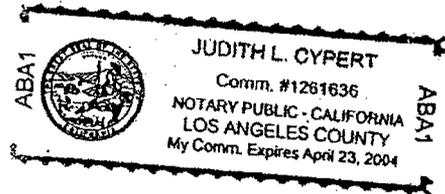
State of California)
County of LOS ANGELES)

On 6/28/01 before me, JAN JUDITH L. CYPERT
personally appeared CON HOWE

personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Judith L. Cypert



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as

of the date first written above.

Approved

May 1, 2000
James K. Hahn, City Attorney

CITY OF LOS ANGELES, a municipal
corporation of the State of California

By: Susan D. Pfann
Susan D. Pfann
Assistant City Attorney

By: Con Howe
Con Howe, Director of Planning

DATE:

DATE:

ATTEST:
City Clerk

By: Maia Kostant



DATE:

[SUNCAL COMPANIES, INC.], a
[California] corporation

By: William Rattazzi
Name: WILLIAM RATAZZI
Title: MEMBER.

By: _____
Name:
Title:

State of California)
County of LOS ANGELES)

On 6-20-01 before me, MICHAEL J. BERNARDO.
personally appeared WILLIAM ROBERT RATTAZZI

~~personally known to me~~ (or proved to me the basis of satisfactory evidence)
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Michael J. Bernardo

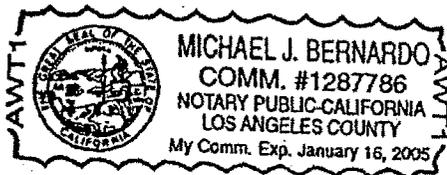
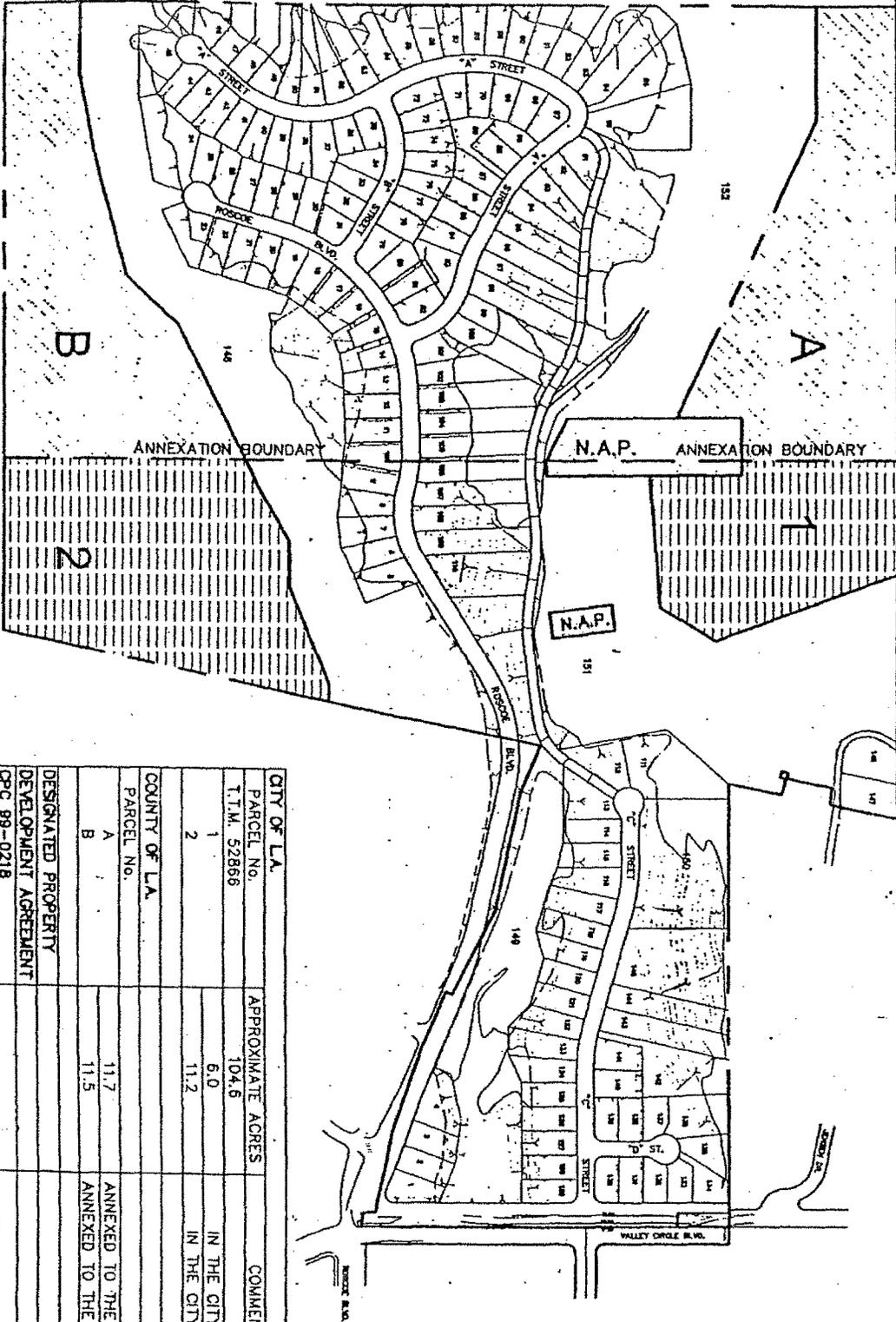


EXHIBIT "A"**PROJECT APPROVALS**

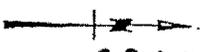
Zone Change, CPC 99-0206
General Plan Amendment CPC 99-0206
Annexation CPC 99-0206; LAFCO No. 98-1
Development Agreement CPC 99-0218
Tentative Tract Map Approval, TT No. 52866
EIR 98-0227 (MPR/SUB/DA/AN)

DESIGNATED PROPERTY FOR DEVELOPMENT AGREEMENT CPC-99-0218



| CITY OF L.A. | | COMMENTS | |
|---|-------------------|-----------------------------|--|
| PARCEL No. | APPROXIMATE ACRES | | |
| T.M. 52866 | 104.6 | IN THE CITY OF L.A. | |
| 1 | 6.0 | IN THE CITY OF L.A. | |
| 2 | 11.2 | IN THE CITY OF L.A. | |
| COUNTY OF L.A. | | | |
| PARCEL No. | | | |
| A | 11.7 | ANNEXED TO THE CITY OF L.A. | |
| B | 11.5 | ANNEXED TO THE CITY OF L.A. | |
| DESIGNATED PROPERTY DEVELOPMENT AGREEMENT CPC 99-0218 | | | |
| TOTAL ACREAGE | 145.0 ACRES | | |

SCALE 1"=300'
NOV. 7, 2000



0030169



City Plan Case No. 99-0218 DA
 Development Standards
 Revised 9/26/2000

DEVELOPMENT STANDARDS

The Development Standards are attached to and made a part of that certain Development Agreement dated _____, between the City of Los Angeles, a municipal corporation ("City") and SunCal Companies, Inc. a California corporation ("Developer") and shall apply to the public and private, on-site and off-site improvements and construction which comprise the

1.0 CONSISTENCY WITH DISTRICT PLAN

City hereby finds that these Development Standards are and shall be deemed to be consistent with the District Plan and all developments approved hereunder are and shall be deemed to be consistent with the District Plan.

2.0 DEFINITIONS

The following words, whenever used herein, shall be construed as defined in this Article 2. Except for those terms defined in this Article 2, defined terms herein shall have the meaning given them in the Development Agreement. Words and phrases not defined herein or in the Development Agreement shall be construed as defined in Section 12.03 of the Los Angeles Municipal Code ("LAMC"), if defined therein.

2.1" Area 5" - that portion of the Property shown as Area 5 on the Tentative

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

Tract Map (as defined below).

2.2" Area 8" - that portion of the Property shown as Area 8 on the Map.

2.3 "Area 9" - that portion of the Property shown as Area 9 on the Map.

2.4"Development (Developed Lot)" - the placement or erection of any structure including without limitation any building, road or utility lines on the property; any grading; subdivision of land; construction, reconstruction or alteration of the size of any structure or any public improvements whether or not on the property undertaken in connection with the Project. A "Developed Lot" - is a Lot upon which Development (as defined herein) has commenced.

2.5"Density" - the number of allowable dwelling units per acre on the Property.

2.6"Lot" - each and every legal lot or parcel comprising all or a portion of the Property.

2.7"Property" - the subject parcel, also known as "Dayton Canyon Estates", located at 24000 Roscoe Boulevard within Council District Nos. 3 and 12, including the portion of the parcel to be annexed (approximately 78.2 acres) that is currently located in the County of Los Angeles. The site area is to be subdivided into 147 single-family lots (on approximately 105 net acres) and 5 open space lots (approximately 254 acres) for a total of 152 lots on approximately 359 net acres.

2.8"Map" - that map (Tract Map 52866) attached hereto as Attachment A, and by this reference incorporated herein, dated May 5, 1999.

2.9"Maximum Building Height" - the height of any building or structure measured

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

from the highest point of the roof structure or parapet wall to the elevation of the ground surface which is vertically below said point of measurement.

3.0 DEVELOPMENT STANDARDS - SCENIC CORRIDOR

3.1 Area 8 and Area 9: Residential RE11 and RA Zoned Areas.

"RE11" zoned lots in Area 8, modified by the provisions set forth herein, are identified on the Map as Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139. "RA" zoned lots in Area 9, modified by the provisions set forth herein, are identified as Lots 146 and 147 on the Map. Notwithstanding any provision of LAMC to the contrary, every lot classified in either Area 8 or Area 9 within the Map Area, classified either the "RE 11" zone or "RA" zone, shall conform to the following requirements:

3.1.1 Area 8: Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139.

No allowances for a reduction in lot area, width, setbacks, or yard areas shall be permitted for the subject lots in Area 8, zoned RE11, as shown on the Tentative Tract Map 52866, dated May 5, 1999. These lots shall be in substantial conformance with the Map and Exhibit B, Valley Circle Corridor Plan at RE11, dated May 5, 1999 (revised 2/09/2000), as to lot area, setbacks, width, and yard areas, subject to review and determination by the Advisory Agency.

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

3.1.1.1 Except as expressly restricted under Section 3.1.1 above, any allowances for lot averaging or a reduction in lot area for remaining Area 8 parcels zoned RE11, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be subject to the standards defined in Section 17.05 H, subject to review and determination by the Advisory Agency.

3.1.2 Area 9. Area 9 shall be expressly limited to development of one lot and one single-family dwelling unit, unless otherwise determined by the Advisory Agency that adequate access and emergency services are provided to Area 9, as follows:

3.1.2.1 Subdivision of Area 9 into a maximum two lots and a maximum two single-family dwelling units (permitting one dwelling unit per lot) is predicated on the legal guarantee of the proposed secondary driveway access, and more importantly, related physical improvements (i.e. paving and installation of fire hydrants) in order to reduce potential emergency access and fire hazard impacts. If the subject access and improvements as identified in the draft Memoranda of Understanding are not actualized, Area 9 shall be subdivided into only one lot (permitting one dwelling unit). The

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

determination of density, adequate access, and fire safety provisions shall be made by the Advisory Agency, in consultation with the Bureau of Engineering and Fire Department, as part of the subdivision action.

3.1.2.2 If two lots are permitted within Area 9, lot averaging shall be permitted, with the express restriction that lot averaging shall not provide for the ability to reduce the lot area, setback, yard or width requirements as shown for proposed Lots 146 and 147 in substantial conformance with dimensions identified on Tentative Tract Map 52866, dated May 5, 1999.

3.2 Area 5, Residential RE9 Zoned Area. "RE9" zoned lots in Area 5, modified by the provisions set forth herein, are identified on the Map as Lots 24 thru 44, and 67 thru 90. Notwithstanding any provision of LAMC to the contrary, every lot classified in Area 5 within the Map, classified in the "RE9" zone, shall conform to the following requirements:

3.2.1. Any allowances for lot averaging or a reduction in lot area for Area 5, for parcels zoned RE9, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be subject to the

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

standards defined in Section 17.05 H, and be subject to review and determination by the Advisory Agency. Lot averaging shall not provide for the ability to reduce the minimum width dimensions established in Section 3.2.2 below:

3.2.2. Lot width dimensions shall be a minimum of 60 feet for all lots in Area 5. Lot width dimensions for the RE9- zoned parcels facing opposite RE11- zoned parcels in Area 6a and Area 6b may be increased to be consistent with lot widths established for the RE11 zoned parcels, to present a uniform streetscape appearance. The Developed Lots shall be in substantial conformance with dimensions identified on Tentative Tract Map 52866, dated May 5, 1999, subject to review and determination by the Advisory Agency.

3.3 Valley Circle Boulevard - Plummer Street Scenic Corridor. Notwithstanding any provision of LAMC to the contrary, every lot within Valley Circle Boulevard - Plummer Street Scenic Corridor (LAMC Section 17.05 T) as shown on the Map Area shall conform to the following requirements:

3.3.1 Building Height. Except as noted in Section 3.3.3.1 below, the height of any building or structure shall not exceed one-story and 26 feet maximum, measured from the highest

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

point of the roof structure or parapet wall to the elevation of the ground surface which is vertically below said point of measurement for Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, as shown on the Tentative Tract Map 52866, dated May 5, 1999, and identified on Attachment B, Valley Circle Corridor Plan at RE11, dated May 5, 1999 (revised 2/09/2000).

Except as expressly noted above for Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, for any remaining lot located on the subject property, (including the proposed annexation Areas 5, 6a, and 6b), the height of any permitted building or structure shall not exceed 36 feet elevation above the ground surface which is vertically below said point of measurement.

3.3.2 Viewshed Protection. For all lot areas within the project site (including the proposed annexation Areas 5, 6a, and 6b), any building or structure visible from Valley Circle Boulevard shall not be constructed within 50 vertical feet of the top of a prominent ridgeline; the location of prominent ridgelines shall be determined by the Advisory Agency.

3.3.3 Setbacks. On Lots 1, 2, 129, 130, 131, 132, 133, 134, and 139, as shown on the Tentative Tract Map 52866, dated

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City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

May 28, 1999, any building or structure shall be setback a minimum 25 feet from the easternmost lot line abutting Valley Circle Boulevard. The setback widths shall substantially conform to dimensions identified on Exhibit B, Valley Circle Boulevard Improvements, Option 3, dated February 2, 2000, but shall maintain the minimum 25-foot width requirement.

3.3.3.1 Setback Restrictions. Within Area 8, Lots 1, 2, 129-134, and 139 shall be specifically restricted from constructing any vertical structures or improvements within the rear yard area of their respective lot in excess of twelve (12) feet in height, as measured from the surrounding finished lot elevation. All rear yard improvements on the above lots shall be designed in conformance with any future architectural guidelines adopted by the Dayton Canyon Estates Homeowners Association, specifically as they relate to: massing, location within the rear yard, color palette, and materials. All improvements within the rear yards of the above referenced lots, including landscaping, pools, flatwork, and vertical construction, shall receive the approval of the Homeowner's Association prior to commencement of any installation. The

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

Homeowner's architectural guidelines shall be subject to the review of the Advisory Agency.

3.3.4 Lot Areas. Except as expressly restricted herein and noted under Sections 3.1 and 3.2 above, any allowances for lot averaging or a reduction in lot area or lot width for portions of the property zoned RE11 and RE9 shall be subject to the standards defined in Section 17.05 H, subject to review and determination by the Advisory Agency.

3.3.5 Lighting. Night lighting on private property located on any lot located within 100 feet of the proposed future Valley Circle Boulevard right-of-way, as shown on the Tentative Tract Map 52866, dated May 5, 1999, shall be permitted, provided it is low-height, low illumination safety lighting of a color similar to incandescent light which is shielded and directed onto the property. This requirement shall not preclude the use of under-eave residential security lighting.

3.3.6 Fences, Gates, and Walls. All fences, gates and walls visible from Valley Circle Boulevard shall be constructed of one or more (individually or in combination) of the following materials: rough-cut, unfinished wood; native-type stone;

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

split-face concrete block; slump-stone; textured plaster surface walls; wrought-iron in combination with small-gauge tubular steel posts (tubing posts not to exceed 1½" square in dimension).

3.3.7 Public Right-of-Way Landscaping and Maintenance. Landscaping shall be installed by the Developer for the portion of the public right-of-way adjacent to Valley Circle Boulevard extending from Roscoe Boulevard to a point approximately 1,100 feet north thereof, substantially in conformance with Exhibit D, Valley Circle Boulevard Street Widening Plan, Option 3, dated February 2, 2000, and consistent with the provisions of Section 5.1, below. Landscape plans for the subject right-of-way shall be prepared by a licensed landscape architect, subject to review and approval by the Advisory Agency, prior to recordation of Tract 52866. In the event that such plans are not completed prior to the recordation of the Final Map, the developer shall record a covenant and agreement satisfactory to the City Planning Department to submit such a plan to the City Planning Department for approval prior to obtaining any building or grading permits. The landscape plans shall consider use of native, naturalized, and/or drought-tolerant tree species including, but not limited to, the following:

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

Quercus agrifolia, Quercus chrysolepis, Quercus lobata,
Platanus racemosa, Alnus rhombifolia, Geigeria parviflora, Rhus
lancea, and Schinus molle.

The subject public right-of-way shall be maintained by the
Developer or Homeowner's Association, subject to conditions
as defined by the Advisory Agency, to be established in the
covenants and agreements for the recorded Tract 52866.

3.3.8 Roofs. All roofs visible from Valley Circle Boulevard shall be
surfaced with non-glare materials and no equipment shall be
placed thereon. This provision shall not apply to solar energy
devices. Roof design shall emphasize shed roof orientation
versus gable roof orientation for building elevations adjacent
to and facing Valley Circle Boulevard.

3.3.9 Drain pipes. Drain pipes, if not installed underground and/or
visible from Valley Circle Boulevard shall be black or earth
tone brown.

3.3.10 Utilities. The Advisory Agency, where feasible, shall require
that all utilities installed in connection with the development
of the new subdivision be placed underground.

4.0 DEVELOPMENT STANDARDS - GENERAL PROVISIONS

4.1 **Residential Dedications and Improvements.** Development of the project shall be conditioned on implementing the public and infrastructure improvements as specified under the recorded Tract Map for the Tract 52866. The project design shall consider feasible locations for equestrian access, subject to the determination of the Advisory Agency.

4.2 **Building Heights.** No building or structure shall exceed a maximum 36 feet in height, except for those areas within the Valley Circle Boulevard - Plummer Street Scenic Corridor expressly restricted to a maximum 26 feet in height as defined in Section 3.3.1 above.

4.3 **Density.** Development of the Property shall not exceed a total 147 dwelling units.

4.3.1 **Splits or Resubdivision of Lots.** In the event of a split or resubdivision of any Lot, the Allocation made to such Lot shall be further allocated by Developer among the Lots thus created. Developer shall record a memorandum of such Allocation at the time of the resubdivision. Each of the lots created as result of the lot split or resubdivision shall be subject to and bound by all of the provision of this Section 4.3.

4.4 Oak Tree Preservation. Any portion of the project area, including any area annexed from the County of Los Angeles, shall provide Oak Tree reports, grading, and landscaping plans and conduct construction activities in conformance with the City's Oak Tree Preservation Ordinance (LAMC, Section 17.05 R) and Oak Tree Reports Ordinance (Section 17.06 C).

4.5 Signs. The following provisions shall apply to the subject project.

4.5.1 Signs required by law, or other public utility signs which are customarily utilized in the performance of the utility's function shall be permitted. Such signs shall be removed within 15 days following completion of the utility's function.

4.5.2 One freestanding, construction sign shall be permitted on a lot where a building or structure is being erected or remodeled which identifies the owner, architects, engineers, lawyers, financing agent and/or contractors involved in the project; provided that such sign shall not extend more than ten feet above ground level, nor exceed 40 square feet in area. Such sign shall be removed within 15 days following completion of the construction or remodeling project.

4.5.3 Freestanding real estate signs shall be permitted which

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

indicate that the building, land or portion thereof are for sale, lease or rent; provided that the freestanding signs are located on the property to which they relate and do not exceed 15 square feet in area and ten feet in height. Such signs shall be removed within 15 days from the date the building and/or portion thereof is no longer for sale, lease or rent.

4.5.4 Model Dwellings. Not more than one sign shall be placed on each designated model dwelling. Said sign shall not exceed 12 square feet in area and shall be used only for identification or directional purposes. Prohibited are banners, posters, pennants, ribbons, streamers, string of light bulbs, balloons or any other inflatable object, spinners, or other similar moving devices.

4.5.5 Traffic direction or parking information signs shall be permitted, provided that such signs do not exceed 15 square feet in area and ten feet in height.

4.5.6 Temporary flags, banner signs, pennants and balloons for non-community related events or commercial messages shall be expressly forbidden.

4.6 Parking.

4.6.1. Parking shall be required at a minimum two (2) covered

off-street spaces per dwelling unit. Provision for additional off-street parking and guest parking in driveways shall be made at one (1) guest space per every (2) dwelling units.

4.6.2 Construction Vehicles. All construction vehicles shall park on-site rather than on surrounding streets upon completion of on-site grading sufficient to accommodate vehicles.

5.0 TRAFFIC CIRCULATION

5.1 In order to assure orderly development of the Property and to increase the efficiency of area streets to move automobiles and to require other traffic management programs to mitigate the impact of the Project consistent with and in full satisfaction of City ordinances, the following traffic mitigation measures shall be required as part of the conditions imposed by the responsible agencies:

5.1.1 Valley Circle Boulevard. Valley Circle Boulevard shall be dedicated and widened on the west side to Modified Major Highway standards, or as amended by the Department of Transportation in concurrence with the Department of City Planning, along the entire project frontage which extends from Roscoe Boulevard to a point approximately 1,100 feet north thereof, substantially in conformance with Exhibit D, Valley Circle Boulevard Street Widening Plan, Option 3, dated February 2, 2000. The proposed dedication and widening

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

and related improvements shall be consistent with the intent of the Valley Circle Boulevard - Plummer Street Scenic Corridor plan (LAMC Section 17.05 T), subject to review by the Department of Transportation and the Bureau of Engineering, in consultation with the Advisory Agency. Traffic signal equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc, shall be relocated and modified as required.

- 5.1.2 Roscoe Boulevard. Roscoe Boulevard west of Valley Circle Boulevard shall be dedicated, widened and realigned as necessary to provide safe and efficient access, to the satisfaction of the Department of Transportation and the Bureau of Engineering. Traffic signal equipment, roadway striping, street lights, utility poles, trees, curbs and gutters, etc, shall be relocated and modified as required.

6.0 AMENDMENTS

Amendments to these Development Standards shall be made in accordance with Section 6(h) of the Development Agreement, provided that with such deletions or modifications, the Project shall still mitigate project-related visual/aesthetic impacts for the entire site, and visual/aesthetic impacts specifically related to the Valley Circle Boulevard - Plummer Street Scenic Corridor to a less than significant level.

City Plan Case No. 99-0218 DA
Development Standards
Revised 9/26/2000

Attachment A: Proposed Driveway Access: \\MyFiles\DAYTON\CA\PCRPT 2 24\dstdrvplum.wpd

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EXHIBIT E-9B
Attachment A

February 24, 2000

Proposed Driveway Access

SunCal Companies ("SunCal") desires to enter into an agreement with the respective owner(s) of Lots 10 and 11 to define an easement on their respective properties for the purpose of constructing a multi-use driveway. Driveway access and use is for the Owners of Lots 7, 8, 9, 10 and 11 of Tract 7821 or parcels thereof east of Lots 10 and 11, not presently having direct access to Jensen Drive. All costs for designing and constructing the driveway shall be borne by SunCal. The proposed access and its specifications shall be subject to review and approval by the City Bureau of Engineering and other appropriate responsible agencies.

Driveway - General Location:

In the City of Los Angeles starting from a point on Jensen Drive at its connection with Hillcroft Drive, south across SunCal property, turning southeast across Briscoe Lots 11 & 10 of Tract 7821, then east on SunCal property, terminating approximately nine hundred twenty feet from its beginning.

Driveway Design:

Driveway construction shall be as approved by the City of Los Angeles. Driveway shall be 20' wide, paved with graded access onto the north and south sides of Lot 11 and to Lot 10 of Tract 7821. Two fire hydrants to be installed at widened driveway locations as directed by the Fire Department.

**DRAFT RIPARIAN HABITAT
MITIGATION PLAN**

**STERLING RESIDENTIAL DEVELOPMENT
WEST HILLS, CALIFORNIA**

**CWA Section 404 Permit No. 2003-00370-AOA
Streambed Alteration Agreement No. 1600-2009-XXXX-R5
Water Quality Certification No. 00-015**

Prepared for

Mr. Richard Hostin
Senior Project Manager
Centex Homes
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Prepared by

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T: (626) 351-2000 F: (626) 351-2030

November 19, 2008

TABLE OF CONTENTS

| <u>Section</u> | <u>Page</u> |
|--|-------------|
| 1.0 Description of the Project/Impact Site | 1 |
| 1.1 Responsible Parties | 1 |
| 1.2 Location of Project | 2 |
| 1.3 Brief Summary of Overall Project | 2 |
| 1.4 Jurisdictional Areas to be Filled by Habitat Type | 3 |
| 1.5 Type(s), Functions, and Values of the Jurisdictional Areas to be Directly and Indirectly Impacted | 4 |
| 2.0 Goal(s) of the Compensatory Mitigation Project | 6 |
| 2.1 Type(s) and Area(s) of Habitat to be Established, Restored, Enhanced, and/or Preserved | 6 |
| 2.2 Specific Functions and Values of Habitat Type(s) to be Established, Restored, Enhanced, and/or Preserved | 7 |
| 2.3 Time Lapse Between Jurisdictional Impacts and Expected Compensatory Mitigation Success | 7 |
| 2.4 Estimated Total Cost | 7 |
| 2.5 Special Aquatic Habitats, Other Waters of the U.S., and Non-Jurisdictional Areas Proposed as Compensatory Mitigation | 8 |
| 2.6 Overall Watershed Improvements to be Gained | 8 |
| 3.0 Description of the Proposed Compensatory Mitigation Site | 9 |
| 3.1 Process of Selecting Proposed Mitigation Site | 9 |
| 3.2 Location and Size of Compensatory Mitigation Site | 9 |
| 3.3 Ownership Status | 9 |
| 3.4 Existing Functions and Values of the Compensatory Mitigation Sites | 9 |
| 3.5 Jurisdictional Delineation | 9 |
| 3.6 Present and Proposed Uses of the Compensatory Mitigation Site and All Adjacent Areas | 9 |
| 3.7 Reference Site(s) | 10 |
| 4.0 Implementation Plan for the Compensatory Mitigation Site | 11 |
| 4.1 Rationale for Expecting Implementation Success | 11 |
| 4.2 Responsible Parties | 11 |
| 4.3 Financial Assurance | 12 |
| 4.4 Schedule | 12 |
| 4.5 Site Preparation | 12 |
| 4.6 Planting Plan | 14 |
| 4.7 Irrigation Plan | 17 |
| 4.8 As-Built Conditions | 18 |
| 5.0 Maintenance Activities During the Monitoring Period | 19 |
| 5.1 Maintenance Activities | 19 |
| 5.2 Responsible Parties | 21 |
| 5.3 Schedule | 21 |

| | | |
|------------|---|-----------|
| 6.0 | Monitoring Plan for the Compensatory Mitigation Site | 22 |
| 6.1 | Performance Standards for Target Dates and Success Criteria | 22 |
| 6.2 | Target Functions and Values | 22 |
| 6.3 | Target Hydrological Regime..... | 22 |
| 6.4 | Target Jurisdictional and Non-Jurisdictional Acreages to be Established, Restored, Enhanced, and/or Preserved | 23 |
| 6.5 | Monitoring Methods | 23 |
| 6.6 | Monitoring Schedule | 24 |
| 6.7 | Annual Monitoring Reports | 25 |
| 7.0 | Completion of Compensatory Mitigation..... | 26 |
| 7.1 | Notification of Completion | 26 |
| 7.2 | Agency Confirmation | 26 |
| 8.0 | Contingency Measures | 27 |
| 8.1 | Initiating Procedures | 27 |
| 8.2 | Alternative Locations for Contingency Compensatory Mitigation..... | 27 |
| 8.3 | Funding Mechanism | 27 |
| 8.4 | Responsible Parties..... | 27 |
| 9.0 | References..... | 28 |

TABLES

| <u>Table</u> | <u>Page</u> | |
|--------------|---|----|
| 1 | Responsible Parties | 2 |
| 2 | Summary of Project Design Characteristics..... | 3 |
| 3 | Summary of Project Impacts | 4 |
| 4 | Summary of Native Tree Impacts | 4 |
| 5 | Summary of Project Mitigation..... | 7 |
| 6 | Container Plant Species and Quantities | 15 |
| 7 | Seed Mix Species and Quantities Within Fuel Modification and Upland Revegetation Areas..... | 17 |
| 8 | Seed Mix Species and Quantities Outside Fuel Modification Areas..... | 17 |
| 9 | Performance Standards..... | 22 |
| 10 | Long-Term Site Monitoring Schedule Years One and Two | 24 |
| 11 | Long-Term Site Monitoring Schedule Years Three through Five | 25 |
| 12 | Contingency Measures..... | 27 |

EXHIBITS

| <u>Exhibit</u> | <u>Follows Page</u> | |
|----------------|----------------------------|---|
| 1 | Local Vicinity | 2 |
| 2 | Site Map..... | 2 |
| 3 | Jurisdictional Areas | 3 |
| 4 | Existing Vegetation..... | 3 |

SECTION 1.0 DESCRIPTION OF THE PROJECT/IMPACT SITE

The mitigation plan herein describes guidelines to provide compensatory mitigation for streambed impacts associated with the development of the Sterling Residential Development (previously called "Dayton Canyon Estates", Tentative Tract Map No. 52866). The project is located in West Hills in Los Angeles County, California and consists of the development of 151 homes within the 73.27-acre development area. Construction activities associated with this project will impact 0.87 acre of "waters of the U.S." under the jurisdiction of the U.S. Army Corps of Engineers (USACE) and the Los Angeles Regional Water Quality Control Board (RWQCB), and 2.99 acres of jurisdictional habitat under the jurisdiction of the California Department of Fish and Game (CDFG).

This mitigation program is based on requirements listed in the following permits and authorizations:

- CDFG Streambed Alteration Agreement No. 1600-2009-XXXX-R5 (draft not yet fully executed)
- USACE Section 404 Permit No. SPL-2003-00370-AOA
- RWQCB Certification File No. 00-015
- Final Environmental Impact Report, Dayton Canyon Estates (State Clearinghouse No. 98070093, April 1999), Mitigation Measure No. 6-2

The mitigation program described in this document (1) identifies the parties responsible for the implementation, maintenance, and monitoring of the mitigation sites; (2) identifies mitigation site locations; (3) describes site preparation and implementation activities; (4) presents a schedule of mitigation implementation and monitoring activities; (5) lists necessary maintenance responsibilities for the life of the project; (6) outlines monitoring methods; and (7) lists appropriate performance standards that will determine project success.

1.1 RESPONSIBLE PARTIES

Centex Homes (Centex) is the entity responsible for the successful implementation of this Habitat Mitigation Program (HMP). A list of the responsible parties associated with this project is included in Table 1.

**TABLE 1
RESPONSIBLE PARTIES**

| Task/Role | Responsible Parties | | | |
|--|--|-----------------|---|----------------|
| | Entity/Company | Contact | Address | Phone Number |
| Project Applicant | Centex Homes | Richard Hostin | 27200 Tourney Road Suite 200 Valencia, CA 91355 | (661) 705-2633 |
| CEQA Lead Agency | City of Los Angeles Dept. of City Planning | Jane Blumenfeld | 221 N. Figueroa Street 15 th Floor Los Angeles, CA 90012 | (213) 978-1372 |
| Riparian mitigation design and planning, biological monitoring | BonTerra Consulting | David Hughes | 3452 E. Foothill Blvd. Suite 420 Pasadena, CA 91107 | (626) 351-2000 |
| Section 401 Permitting | Los Angeles Regional Water Quality Control Board | Dana Cole | 320 W. Fourth Street Suite 200 Los Angeles, CA 90013 | (213) 576-5733 |
| Section 404 Permitting | U.S. Army Corps of Engineers | Dr. Aaron Allen | 2151 Alessandro Drive Suite 110 Ventura, CA 93001 | (805) 585-2148 |
| Section 1600 Permitting | California Department of Fish and Game | Jamie Jackson | 4949 Viewridge Avenue San Diego, CA 92123 | (858) 467-4249 |
| Mitigation installation and long-term maintenance/landscape contractor | TBD | TBD | TBD | TBD |

1.2 LOCATION OF PROJECT

The project site is located in the City of West Hills in Los Angeles County, northwest of the intersection of Valley Circle Boulevard and Roscoe Boulevard (Exhibit 1). The project site is mapped on the Calabasas U.S. Geological Society (USGS) 7.5-minute topographic quadrangle, within Township 2S, Range 17W, Section 27. The project site is located at latitude 34° 13' 16.6" and longitude 118° 39' 1.6". Approximately 50 percent of the development area and virtually all of the proposed conservation areas are located within Los Angeles County Special Ecological Area 14.

1.3 BRIEF SUMMARY OF OVERALL PROJECT

The Project Applicant proposes to develop 151 single-family, detached dwelling units within the 73.27-acre project site, along with associated roadway and utility infrastructure improvements and a flood control basin (Exhibit 2). The total on-site area to be graded includes 66.61 acres for development of houses and associated infrastructure and an additional 0.78 acres for the creation of a flood control detention basin. Approximately 3.64 acres of southern mixed chaparral and 2.24 acres of riparian coast live oak woodland will be avoided during grading activities. The Homeowners Association will maintain these areas, in addition to all graded slopes that will be utilized for mitigation activities, as permanent open space. An additional 294.5 acres of open space, located adjacent to the project site, will be dedicated to the Santa Monica Mountains Conservancy (SMMC) for permanent conservation. The Project Applicant has development agreements with adjacent property owners to develop an additional 0.92 acre. The flood control detention basin will be installed at the eastern end of Dayton Creek, adjacent to Valley Circle Boulevard, and will eventually be maintained by the Los Angeles

County Department of Public Works. Grading will be balanced on the project site with a total of approximately 1.73 million cubic yards of cut and fill. Project details are summarized in Table 2.

**TABLE 2
SUMMARY OF PROJECT DESIGN CHARACTERISTICS**

| Project Feature | Size |
|-------------------------------|---------------------|
| On-site grading | 65.69 acres |
| Off-site grading | 0.92 acre |
| Detention basin | 0.78 acre |
| On-site open space | 5.88 acres |
| Total development area | 73.27 acres |
| Off-site conservation area | 294.5 acres |
| Total project site | 367.77 acres |

1.4 JURISDICTIONAL AREAS TO BE FILLED BY HABITAT TYPE

The project site supports a total of 4.9 acres of CDFG jurisdictional habitat and 1.43 acres of "waters of the U.S." under the jurisdiction of the USACE and the RWQCB (Exhibit 3). The project will impact a total of 0.87 acre of USACE jurisdictional areas (0.56 acre of permanent impacts and 0.31 acre of temporary impacts) and 2.99 acres of CDFG jurisdictional areas (2.31 acres of permanent impacts and 0.68 acre of temporary impacts). Impacts consist of filling an unnamed, sparsely vegetated ephemeral drainage in the western portion of the project with chaparral and riparian scrub species. Additional impacts will result from the realignment of a portion of Dayton Canyon Creek related to the extension of Roscoe Boulevard into the project site.

Habitat associated with the unnamed ephemeral streambed consists of sumac chaparral, southern mixed chaparral, and riparian scrub (Exhibit 4). Dominant plant species include laurel sumac (*Malosma laurina*); chamise (*Adenostoma fasciculatum*); chaparral morning glory (*Calystegia macrostegia*); slender wild oat (*Avena barbata*); and ripgut brome (*Bromus diandrus*).

Habitat along Dayton Canyon Creek consists of coast live oak woodland with pockets of willow trees (*Salix* spp.) and mule fat (*Baccharis salicifolia*). Dominant plant species consist of coast live oaks (*Quercus agrifolia*); western sycamores (*Platanus racemosa*); Southern California black walnut (*Juglans californica*); eucalyptus trees (*Eucalyptus* sp.); willow trees; and mule fat.

In addition to impacts to on-site streambed areas, a total of 43 native trees within CDFG jurisdictional areas will be impacted. Native tree impacts consists of 2 Southern California black walnuts, 2 western sycamores, 1 Fremont cottonwood (*Populus fremontii*), and 38 coast live oaks. Project impacts are summarized below in Tables 3 and 4.

**TABLE 3
SUMMARY OF PROJECT IMPACTS**

| Jurisdiction Type | | Permanent (acres) | Temporary (acres) | Total (acres) |
|-------------------|---------------------|-------------------|-------------------|---------------|
| USACE | Impacts | 0.56 | 0.31 | 0.87 |
| | Mitigation Ratio | — | — | 6.3:1 |
| | Required Mitigation | — | — | 5.07 |
| CDFG | Impacts | 2.31 | 0.68 | 2.99 |
| | Mitigation Ratio | 3:1 | 1:1 | — |
| | Required Mitigation | 6.93 | 0.68 | 7.61 |

**TABLE 4
SUMMARY OF NATIVE TREE IMPACTS**

| Species | | | Tree Size (DBH) | | | | | TOTAL |
|----------------------------------|----------------------------|------------------|-----------------|-------|--------|--------|------|-------|
| Common Name | Scientific Name | | < 5" | 5-12" | 12-24" | 24-36" | >36" | |
| Southern California black walnut | <i>Juglans californica</i> | Impacts | — | — | 2 | — | — | 2 |
| | | Mitigation Ratio | 2:1 | 5:1 | 10:1 | 15:1 | 20:1 | |
| | | Mitigation | — | — | 20 | — | — | 20 |
| California sycamore | <i>Platanus racemosa</i> | Impacts | — | — | — | 2 | — | 2 |
| | | Mitigation Ratio | 2:1 | 5:1 | 10:1 | 15:1 | 20:1 | |
| | | Mitigation | — | — | — | 30 | — | 30 |
| Fremont cottonwood | <i>Populus fremontii</i> | Impacts | — | — | — | 1 | — | 1 |
| | | Mitigation Ratio | 2:1 | 5:1 | 10:1 | 15:1 | 20:1 | |
| | | Mitigation | — | — | — | 15 | — | 15 |
| Coast live oak | <i>Quercus agrifolia</i> | Impacts | — | 5 | 5 | 11 | 17 | 38 |
| | | Mitigation Ratio | 2:1 | 5:1 | 10:1 | 15:1 | 20:1 | |
| | | Mitigation | — | 25 | 50 | 165 | 340 | 580 |
| Tree Impact Total | | | — | 5 | 7 | 14 | 17 | 43 |
| Tree Mitigation Total | | | — | 25 | 70 | 210 | 340 | 645 |

1.5 TYPE(S), FUNCTIONS, AND VALUES OF THE JURISDICTIONAL AREAS TO BE DIRECTLY AND INDIRECTLY IMPACTED

A total of 0.87 acre of USACE jurisdictional "waters of the U.S." will be impacted as a result of the Sterling project (0.56 acre of permanent impacts and 0.31 acre of temporary impacts), as will 2.99 acres of CDFG jurisdictional areas (2.31 acres of permanent impacts and 0.68 acre of temporary impacts).

Riparian habitat within the project boundary consists mostly of coast live oak woodland and provides several benefits, such as habitat for avian and terrestrial wildlife (Kattelman and Embury 1996); aquatic temperature regulation; stability and organic matter to streams (Welsch

1991); and erosion protection (Kondolf et al. 1996). The mitigation program will compensate for the loss of the ecological functions described above that will result from project construction.

SECTION 2.0 GOAL(S) OF THE COMPENSATORY MITIGATION PROJECT

The purpose of this riparian mitigation program is to compensate for the loss of riparian ecological functions that will occur through the development of the Sterling project site. Mitigation will be provided through a combination of land preservation, habitat enhancement via exotics removal, and the establishment of oak woodland habitat.

2.1 TYPE(S) AND AREA(S) OF HABITAT TO BE ESTABLISHED, RESTORED, ENHANCED, AND/OR PRESERVED

Mitigation for project impacts consists of (1) the preservation of on-site and off-site jurisdictional streambed areas; (2) the creation of oak woodland habitat within and adjacent to streambed areas; (3) the enhancement of Dayton Canyon Creek through the removal of approximately 1.33 acres of non-native trees; and (4) the revegetation of 3.54 acres of upland habitat. The location of these mitigation activities is provided in Exhibit 5.

Preservation of the off-site conservation area (294.5 acres) will consist of the dedication of this area to the SMMC. The conservation area contains a total of 16.11 acres of oak riparian habitat (CDFG jurisdictional habitat), within which exists a total of 1.57 acres of USACE jurisdictional "waters of the U.S." Additional habitat types within the off-site area include southern mixed chaparral, sumac chaparral, and rock outcroppings. A total of 2.24 acres of on-site jurisdictional streambed areas will be avoided during project construction and will be maintained as open space by the Homeowners Association.

Oak woodland creation described above will consist of the establishment of 645 native trees (species and quantities are provided in Table 4) and associated understory shrub and herbaceous species. All oak woodland creation activities will take place adjacent to Dayton Canyon Creek as shown in Exhibit 5. Woodland creation will occur along realigned portions of the creek, within gaps of current oak canopy coverage, on side slopes that will be recreated after temporary grading impacts, and adjacent to Dayton Canyon Creek on engineered slopes to be created during mass grading activities.

Habitat enhancement within Dayton Canyon Creek will consist of the removal of 50 non-native trees whose combined aerial coverage is approximately 1.33 acres. Non-native trees to be removed include 3 Atlas cedars (*Cedrus atlantica*), 44 eucalyptus trees, 1 tropical ash (*Fraxinus uhdei*), and 2 Peruvian pepper trees (*Schinus molle*).

Upland revegetation will be performed in the northeastern portion of the site on a 3.54-acre engineered slope that will result from mass grading activities. An additional 3.64 acres of southern mixed chaparral that will be avoided during project construction will be maintained as open space by the Homeowners Association.

**TABLE 5
SUMMARY OF PROJECT MITIGATION**

| Mitigation Strategy | Acres |
|--|---------------|
| Riparian Mitigation | |
| Oak woodland planting ¹ | 11.23 |
| Streambed enhancement via exotics removal | 1.33 |
| On-site preservation of riparian resources | 2.24 |
| Off-site preservation of riparian resources | 16.11 |
| Total riparian mitigation | 30.91 |
| Additional Mitigation | |
| Off-site preservation of upland habitat | 278.39 |
| On-site preservation of upland habitat | 3.64 |
| Upland native revegetation | 3.54 |
| Total additional mitigation | 285.57 |
| ¹ Approximately 4.83 acres of the 11.23 acres are within fuel modification zones. | |

2.2 SPECIFIC FUNCTIONS AND VALUES OF HABITAT TYPE(S) TO BE ESTABLISHED, RESTORED, ENHANCED, AND/OR PRESERVED

The creation, enhancement, and preservation of riparian habitat in the on- and off-site mitigation areas will provide several ecological benefits, which includes the preservation, creation, and enhancement of wildlife habitat; shading and aquatic temperature regulation; organic matter buildup; and bank stabilization for erosion protection. Additionally, the proposed off-site preservation area serves as a wildlife corridor within the Santa Susanna Mountains; this function will be preserved as part of the proposed mitigation program. The upland revegetation area will provide additional wildlife habitat and slope stabilization.

2.3 TIME LAPSE BETWEEN JURISDICTIONAL IMPACTS AND EXPECTED COMPENSATORY MITIGATION SUCCESS

Off-site preservation agreements will be executed with the SMMC prior to the initiation of project construction activities. Enhancement of streambed areas through the removal of non-native trees will be performed during pre-grading vegetation removal activities. On-site mitigation will commence at the conclusion of mass grading activities once supplemental water can be provided to container plants; this is likely to occur approximately one year after grading has commenced. It is expected that five years will be required to establish native vegetation in the on-site mitigation areas.

2.4 ESTIMATED TOTAL COST

The cost of oak woodland mitigation site preparation, weed eradication, plant installation, site maintenance, and long-term monitoring is expected to be approximately \$60,000 to \$80,000 per acre. Because a total of approximately 11.23 acres of mitigation in the form of habitat establishment will be provided in this mitigation program, it is estimated that total cost will be between \$675,000 and \$900,000.

The total cost of habitat enhancement (removal of 50 non-native trees) is expected to be approximately \$25,000 to \$40,000. The cost of upland revegetation is expected to be approximately \$40,000 to \$70,000 per acre. Because a total of 3.54 acres of upland revegetation is planned, the total cost would be approximately \$140,000 to \$250,000.

By combining the costs described above, it is estimated that the total cost of the mitigation program (excluding a negotiated endowment associated with the dedication of the off-site conservation area) would be between \$840,000 and \$1,190,000.

2.5 SPECIAL AQUATIC HABITATS, OTHER WATERS OF THE U.S., AND NON-JURISDICTIONAL AREAS PROPOSED AS COMPENSATORY MITIGATION

The mitigation program will include approximately 3.54 acres of native upland revegetation in the northeastern portion of the site and 3.64 acres of on-site preservation of southern mixed chaparral habitat.

2.6 OVERALL WATERSHED IMPROVEMENTS TO BE GAINED

With the implementation of the mitigation program, the overall watershed improvements include

- Improved wildlife habitat by increasing habitat structure and plant species diversity;
- Improved water quality by increasing the stability of the stream corridor and reducing sedimentation; and
- Improved storm water conveyance and reduced flood potential through the construction of the detention basin.

SECTION 3.0 DESCRIPTION OF THE PROPOSED COMPENSATORY MITIGATION SITE

3.1 PROCESS OF SELECTING PROPOSED MITIGATION SITE

The final selection of the proposed mitigation sites was based on the utilization of (1) on-site mitigation areas that are within the Dayton Canyon watershed; (2) sites that are suitable for the creation of oak woodland habitat; and (3) areas within and adjacent to existing riparian resources that could be further enhanced by the mitigation program.

3.2 LOCATION AND SIZE OF COMPENSATORY MITIGATION SITE

As summarized in Table 5, a total of 21.98 acres of mitigation is located within the project site, which is located in the City of West Hills in Los Angeles County (Exhibit 1). The project site is mapped on the Calabasas U.S. Geological Society (USGS) 7.5-minute topographic quadrangle, within Township 2S, Range 17W, Section 27. The project site is located at latitude 34° 13' 16.6" and longitude 118° 39' 1.6". A total of 294.5 acres of off-site habitat will be dedicated to the SMMC for preservation in perpetuity. The off-site conservation area is located immediately to the north of the project site.

3.3 OWNERSHIP STATUS

Centex currently owns 72.35 acres of the project site and the entire 294.5-acre conservation area that is located immediately to the north of the project site. Centex has obtained development agreements with off-site property owners to develop an additional 0.92 acre that is adjacent to the project site. Within the project site, the Homeowners Association will maintain 5.88 acres of on-site open space and the Los Angeles County Department of Public Works will maintain the 0.78-acre detention basin. The 294.5-acre conservation area will be dedicated as permanent open space to the SMMC prior to the initiation of grading activities.

3.4 EXISTING FUNCTIONS AND VALUES OF THE COMPENSATORY MITIGATION SITES

Compensatory mitigation will consist of habitat creation and enhancement within Dayton Canyon Creek and habitat preservation of the area north and south of the development area. The preservation area serves as a wildlife corridor within the Santa Susanna Mountains, and both areas serve as wildlife habitat and convey water.

3.5 JURISDICTIONAL DELINEATION

Urban Vision (later acquired by HDR Engineering) evaluated the presence of CDFG and USACE jurisdictional areas in 2000. The results of this delineation are the basis for determining project impacts to jurisdictional resources.

3.6 PRESENT AND PROPOSED USES OF THE COMPENSATORY MITIGATION SITE AND ALL ADJACENT AREAS

Currently, the mitigation sites function as natural open space and are used for hiking on a very limited basis by local residents. Once the site is developed, the Dayton Canyon Creek mitigation areas will continue to serve as wildlife habitat, provide recreational opportunities (hiking, equestrian), and convey storm water. The off-site conservation area will continue to be used as natural open space for wildlife habitat and for hiking and equestrian use. As noted above,

approximately 50 percent of the development area and all of the northern conservation area is located within Los Angeles County Special Ecological Area 14. A total of 4.83 acres of the oak woodland planting area is located in the project fuel modification area and will be subject to ongoing fuel maintenance and management activities.

3.7 REFERENCE SITE(S)

The plant palette and success criteria proposed for the riparian and upland mitigation areas are based on existing conditions found within the Dayton Canyon area. Jurisdictional areas currently support coast live oak woodland and include species such as coast live oak, California sycamore, Fremont cottonwood, and southern California black walnut. Upland areas currently support sumac chaparral and are dominated by laurel sumac, chamise, ceanothus (*Ceanothus* sp.); and mountain mahogany (*Cercocarpus betuloides*). Plant palettes and seed mixes for the mitigation program have been modeled after current habitat conditions, though species that are prohibited by the Los Angeles County Fuel Modification Guidelines (1998) have been excluded from areas near homes.

SECTION 4.0 IMPLEMENTATION PLAN FOR THE COMPENSATORY MITIGATION SITE

4.1 RATIONALE FOR EXPECTING IMPLEMENTATION SUCCESS

The mitigation program is expected to be successful for several reasons: (1) Plant species that are native to the local area and are adapted to local conditions will be used; (2) the hydrology of the areas will be suitable for the sustainability of oak woodland vegetation; (3) supplemental water will be supplied for up to three years to assist in plant establishment; and (4) long-term monitoring and maintenance of the site will quickly identify and address any problems that threaten the success of the mitigation program.

4.2 RESPONSIBLE PARTIES

Successful mitigation program implementation will depend upon the cooperative efforts of the Project Applicant, the Landscape Contractor, and the Biological Monitor. The following section outlines the various functions of these entities and individuals.

Project Applicant

Centex Homes will be responsible for obtaining (1) a qualified Biological Monitor to monitor installation, long-term maintenance, and site performance of the mitigation sites; and (2) a qualified Landscape Contractor to install and maintain the mitigation sites. Centex will ultimately be responsible for the successful implementation of the program described herein and for compliance with required performance standards.

Biological Monitor

Centex Homes will retain a Biological Monitor experienced in monitoring (1) non-native plant species control and management and (2) habitat restoration implementation. The Biological Monitor will conduct monitoring for invasive weed species eradication, site preparation activities, native seed mix application, and installation of container plants; coordinate with the Landscape Contractor and the Project Applicant regarding site status; and attend all meetings on the project site during all installation procedures. The Biological Monitor will be responsible for directing the Landscape Contractor and any resource specialists required during plan implementation to ensure compliance with specified performance standards and the successful establishment of native plants. In all instances, the Biological Monitor will consult with and obtain approval from Centex and all appropriate regulatory agencies concerning implementation plan revisions, and will notify Centex prior to the initiation of any and all stages of plan implementation.

Landscape Contractor

Centex Homes will be responsible for retaining a licensed Landscape Contractor experienced in (1) non-native plant species control and management within natural habitat areas and (2) the installation and maintenance of habitat restoration programs. The Landscape Contractor will be responsible for the performance of all invasive weed species eradication procedures; all other site preparation procedures; container plant installation; and seed mix application to designated areas. The Landscape Contractor will also be responsible for coordinating with the Biological Monitor regarding all site installation activities.

4.3 FINANCIAL ASSURANCE

All costs associated with this mitigation program are the responsibility of Centex Homes. The financial responsibilities of Centex will be fulfilled upon successful completion of the mitigation program and receipt of resource agency confirmation of program success.

4.4 SCHEDULE

Installation of the on-site mitigation areas will begin at the conclusion of mass grading activities once water can be supplied to the planting area. It is expected that approximately one year will be required after the initiation of project grading until mitigation planting will be installed. Supplemental water will be provided to all plant material for approximately three years, though termination of supplemental water will occur at the direction of the Biological Monitor based on plant health. It is expected that five years will be required to ensure successful native plant establishment and to satisfy the performance standards of the mitigation program.

The off-site conservation area will be dedicated to the SMMC prior to the initiation of grading activities.

4.5 SITE PREPARATION

Site preparation will include grading to recreate the bank along portions of Dayton Canyon Creek that will be impacted as part of project development; invasive exotic species removal; and installation of the temporary irrigation system. Site preparation activities will occur only within mitigation areas inside the development area; no site preparation is necessary for the off-site preservation area.

4.5.1 PROTECTION OF EXISTING RESOURCES

The Landscape Contractor will be responsible for complying with the resource protection measures listed in all regulatory agency permits and authorizations.

1. **Existing Plant Species:** Several native plant species are found within the mitigation area. Existing native plant species will be identified by the Biological Monitor and protected from damage by the Landscape Contractor.
2. **Water Quality/Soils Quality Control:** The Landscape Contractor will ensure that no foreign material and/or liquid such as oil, gasoline, or other petroleum products is deposited on any soil within the mitigation site, the dripline (the outside edge of foliage overhang) of any native plant species, or within existing drainages. Should any such contamination of the soil occur, the Landscape Contractor will remove the affected soil as directed by the Biological Monitor and replace it with acceptable soil at no expense to the Project Applicant.
3. **Construction Storage and Staging:** All staging and storage of equipment, vehicles, and materials will be located outside of existing drainages and outside the dripline of all native trees. Construction equipment, vehicles, and materials will not be placed on existing native vegetation or within sensitive resource areas. The location of construction staging and storage areas will be identified in coordination with the Biological Monitor.

4.5.2 EXOTIC SPECIES REMOVAL

All invasive exotic species will be removed from the mitigation areas at the direction of the Biological Monitor prior to native plant installation. This will consist of the removal of eucalyptus trees from the stream corridor and any other non-native shrub or herbaceous species.

Appropriate methods of weed control will be determined through consultation between the Biological Monitor, the Landscape Contractor, the City, and the CDFG (as needed) based on site conditions. Hand-pulling of weeds is the preferred method of non-native plant removal; however, potential alternative methods are described below.

1. **Mechanical Removal:** Weed whips and other mechanical or hand-removal methods will be used to remove grass and small/immature weed species.
2. **Cut and Paint Method of Herbicide Application:** Glyphosate will be applied to large (i.e., all plants greater than three feet in height) invasive species using the cut and paint method of application. In all riparian areas, Rodeo-brand herbicide shall be used while Round-Up brand herbicide may be used in upland areas where chemicals will not wash into any streams. The cut and paint method would (1) cut the stem(s) of the shrub to a height of 12 inches or less and remove all above-ground debris from the site; (2) apply glyphosate to the cut stump within five minutes of cutting the stem; and (3) perform follow-up foliar applications as described below to seedling regrowth every four to six weeks until all regrowth has been eradicated.
3. **Foliar Application of Herbicide:** Rodeo or Round-Up, as appropriate, will be applied to small (i.e., less than three feet tall) broadleaf invasive plant species including immature giant reed, castor bean, tree-of-heaven, mustard, and any other invasive exotic species that are established within the mitigation area. The following removal techniques will be used:
 - a. Rodeo or Round-Up should be applied to each plant at a minimum rate of 1.5 percent to ensure that each plant receives a comprehensive and fully effective treatment, and that re-sprouting from root materials is minimal. Application will consist of (1) spot applications to individual plants where broadleaf plant coverage is sparse and (2) broadcast applications to dense patches of weed species. Applications should be on a spray-to-wet basis and coverage should be uniform and complete. Contact with native shrub and grass species should be avoided as much as possible; in the event of gusty winds or winds in excess of five miles per hour, all work will be temporarily discontinued to protect applicators and adjacent natural resources. Treatments should also be temporarily discontinued in the event of rainfall since rainfall reduces the effectiveness of the herbicide.
 - b. Sprayed vegetation should be left undisturbed for seven days to allow the herbicide to be distributed throughout the entire plant. Visible effects of herbicide application consist of wilted foliage, brown foliage, and disintegrated root material.
 - c. All treated plant materials should be removed by a string trimmer or other appropriate equipment and disposed of off site within a landfill.
 - d. The steps listed above should be repeated two to three times every two to three weeks following the initial treatment to remove seedling exotic species.

4.5.3 INSTALLATION OF TEMPORARY IRRIGATION SYSTEM

A temporary irrigation system will be installed at the completion of mass grading activities to provide supplemental water to installed vegetation. The Landscape Contractor or the Landscape Architect will develop the irrigation system, and the Biological Monitor will approve the system prior to installation. It is expected that irrigation will consist of a mix of overhead irrigation, individual bubblers, and hand-watering.

4.6 PLANTING PLAN

Upon completion of site preparation activities, native plants will be installed for the creation of oak woodland habitat throughout the mitigation area. Plant species establishment will consist of container species and seed mix application. The specified native seed mix will provide a mix of grass, herbaceous, and shrub species that are locally native and appropriate for an oak woodland community. The source of container plants and seed material will be within a ten-mile radius of the various mitigation areas.

Plant establishment will be performed between October 1 and April 1 and during those periods when weather and soil conditions are suitable and in accordance with locally acceptable practices. In this way, seasonal rains can be used to facilitate seed mix germination and plant establishment. Most native plant species are dormant during this time period, and container species experience the least amount of stress and shock if planted at this time. Fall and early winter seed application in riparian areas will enable plants to become established prior to erosive spring storm events, reducing the risk of plant loss. Timing will be approved in advance by the Biological Monitor.

It should be noted that native trees on the site will be overplanted by approximately 20 percent to account for expected mortality during the long-term maintenance and monitoring period; however, a required 100 percent survival rate will apply to the replacement of 645 trees.

4.6.1 CONTAINER PLANTING

Container plant species will be established throughout the on-site mitigation area, consisting of native tree and shrub species.

1. **Timing:** Planting will be performed between October and March and during those periods when weather and soil conditions are suitable and in accordance with locally acceptable practices.
2. **Planting Layout:** Actual planting locations within the habitat mitigation sites will be determined by the Biological Monitor in coordination with the Landscape Contractor. The Landscape Contractor will provide a variety of colored "pin flags" to mark planting locations using a color-coded scheme.
3. **Planting:** Container species will include the species listed in Table 6; however, final quantities may be adjusted depending on plant availability. The Biological Monitor will adjust plant layout configurations in the field.
 - a. Plants will be removed from the containers in such a manner that the rootball is not damaged.
 - b. The planting hole will be twice as deep and wide as the container.

- c. The rootball will be thoroughly moistened. If the taproot has begun to circle the can, the roots will be cut back to a single tap root.
- d. Native soil backfill material will be spilled into the hole. The planting hole will be filled with water, which will be allowed to percolate into the backfill material.
- e. The rootball will be set atop the moistened backfill so that the collar is one inch higher than finished grade.
- f. The remaining backfill material mixture will be placed into the planting hole to existing grade. The exposed sides of the rootball will be covered with backfill material sloping down into the basin.
- g. An irrigation basin berm will be created two to three feet outside the dimension of the hole.
- h. The basin will be irrigated from the top so that the basin is filled with water and the backfill material is sufficiently settled.
- i. Soil moisture level will not be less than horticulturally acceptable prior to planting.

**TABLE 6
CONTAINER PLANT SPECIES AND QUANTITIES**

| Species | | Size ¹ | Quantity Per Acre | | Total |
|----------------------------------|--------------------------------|-------------------|------------------------------------|------------------------------------|------------|
| Common Name | Botanical Name | | Within Fuel Mod Areas (4.83 acres) | Outside Fuel Mod Areas (6.4 acres) | |
| Southern California black walnut | <i>Juglans californica</i> | 1-gallon | — | 2 | 20 |
| | | 15-gallon | | | |
| California sycamore | <i>Platanus racemosa</i> | 1-gallon | — | 3 | 30 |
| | | 15-gallon | | | |
| Fremont cottonwood | <i>Populus fremontii</i> | 1-gallon | — | 1 | 15 |
| | | 15-gallon | | | |
| coast live oak | <i>Quercus agrifolia</i> | 1-gallon | 8 | 54 | 580 |
| | | 15-gallon | | | |
| Subtotal Trees | | | 8 | 60 | 645 |
| bush sunflower | <i>Encelia californica</i> | 1-gallon | 200 | 100 | 1,606 |
| California buckwheat | <i>Eriogonum fasciculatum</i> | 1-gallon | — | 50 | 320 |
| toyon | <i>Heteromeles arbutifolia</i> | 1-gallon | 50 | 25 | 401 |
| heart-leaved bush penstemon | <i>Keckiella cordifolia</i> | 1-gallon | 50 | 25 | 401 |
| southern honeysuckle | <i>Lonicera subspicata</i> | 1-gallon | — | 25 | 160 |
| orange monkeyflower | <i>Mimulus aurantiacus</i> | 1-gallon | 50 | 25 | 401 |
| holly-leaf redberry | <i>Rhamnus ilicifolia</i> | 1-gallon | 100 | 50 | 803 |
| chaparral currant | <i>Ribes malvaceum</i> | 1-gallon | 50 | 50 | 561 |
| sugar bush | <i>Rhus ovata</i> | 1-gallon | 50 | 25 | 401 |
| creeping snowberry | <i>Symphoricarpus mollis</i> | 1-gallon | 50 | 25 | 401 |

| Species | Size ¹ | Quantity Per Acre | | Total |
|---|-------------------|-------------------|-----|-------|
| Subtotal Shrubs | | 600 | 400 | 5,455 |
| ¹ Under the City of Los Angeles Tree Ordinance, Centex Homes is required to plant 15-gallon trees in the following quantities: 312 coast live oaks, 8 southern California black walnuts, 8 California sycamores, and 1 Fremont cottonwood. | | | | |

4.6.2 SEEDING

Native seed will be applied in the mitigation area via hydroseeding.

1. **Materials and Equipment:** The native seed mix will consist of the species and quantities listed in Tables 7 and 8, though final quantities may be adjusted dependent on seed availability.
 - a. **Fertilizer:** No fertilizer will be used.
 - b. **Seeds:** All seed used will be clearly labeled by supplier, and labels will show type of seed; test date; the name of the supplier; and percentage of the pure seed, crop seed, inert matter, weed seed, noxious weeds, and total germination content. All commercial process or packaging material will be delivered to the site in original unopened containers bearing the manufacturer's guaranteed analysis. All seed mixes will be stored in a dark, cool place and will not be allowed to become damp. Any changes to the species composition or pounds per acre specified must be approved by the Biological Monitor and Habitat Authority.
2. **Hydroseed Procedure:** The seed mix listed in Table 7 will be hydroseeded within mitigation areas that are within fuel modification zones on the project site, and the seed mix listed in Table 8 will be hydroseeded in mitigation areas outside fuel modification zones. Hydroseeding will be performed using the two-step application methods described below:
 - a. Mulch materials will consist of fiber produced from virgin wood mulch. A total of 500 pounds per acre will be used in the first application, and 1,000 pounds per acre will be used in the second application.
 - b. Mycorrhizal fungi inoculum will be used in the first application at a rate of ten pounds of inoculum per 1,000 gallons of hydroseed mix.
 - c. The soil stabilizer will consist of Aztac M binder or an approved stabilizer of equal quality and will be applied at 150 pounds per acre during the second application.
 - d. The first application will consist of all seed, mulch, and mycorrhizal inoculum as specified above.
 - e. The second application will consist of remaining mulch and binder as specified above.

**TABLE 7
SEED MIX SPECIES AND QUANTITIES
WITHIN FUEL MODIFICATION AND
UPLAND REVEGETATION AREAS**

| Species | | % purity | % germ. | lbs./acre |
|----------------------------|-----------------------------------|----------|---------|-------------|
| Common Name | Scientific Name | | | |
| golden yarrow | <i>Eriophyllum confertiflorum</i> | 30 | 60 | 2.0 |
| deerweed | <i>Lotus scoparius</i> | 90 | 60 | 10.0 |
| miniature lupine | <i>Lupinus bicolor</i> | 98 | 85 | 2.0 |
| arroyo lupine | <i>Lupinus succulentus</i> | 98 | 85 | 2.0 |
| valley needlegrass | <i>Nassella cernua</i> | 80 | 50 | 4.0 |
| small flowered melic grass | <i>Melica imperfecta</i> | 90 | 60 | 4.0 |
| little seed muhly | <i>Muhlenbergia microsperma</i> | 80 | 30 | 2.0 |
| Douglas' nightshade | <i>Solanum douglasii</i> | 90 | 20 | 4.0 |
| TOTAL | | | | 30.0 |

**TABLE 8
SEED MIX SPECIES AND QUANTITIES
OUTSIDE FUEL MODIFICATION AREAS**

| Species | | % purity | % germ. | lbs./acre |
|----------------------|--------------------------------|----------|---------|-------------|
| Common Name | Scientific Name | | | |
| western ragweed | <i>Ambrosia psilostachya</i> | 20 | 30 | 1.0 |
| mugwort | <i>Artemisia douglasiana</i> | 10 | 50 | 2.0 |
| California buckwheat | <i>Eriogonum fasciculatum</i> | 10 | 65 | 4.0 |
| cutweed aster | <i>Lessingia filaginifolia</i> | 5 | 70 | 2.0 |
| deerweed | <i>Lotus scoparius</i> | 90 | 60 | 10.0 |
| miniature lupine | <i>Lupinus bicolor</i> | 98 | 85 | 2.0 |
| arroyo lupine | <i>Lupinus succulentus</i> | 98 | 85 | 2.0 |
| Douglas' nightshade | <i>Solanum douglasii</i> | 90 | 20 | 4.0 |
| TOTAL | | | | 27.0 |

4.7 IRRIGATION PLAN

Supplemental water will be supplied throughout most of the mitigation area through a temporary overhead irrigation system. In areas where trees are to be established within native habitat in adjacent areas, water will be supplied through either a bubbler system (to water individual plant basins) or through hand-watering. Final decisions on irrigation strategy will be made through consultation with the Landscape Contractor and will be dependent on site conditions.

Based on site conditions, the Biological Monitor and Landscape Contractor will determine the rate at which water will be applied in order to maintain moist soil conditions conducive to seed mix germination. Once the seed mix has germinated, irrigation will be applied so that the soil is saturated and then allowed to dry out before additional water is applied. Irrigating in this way encourages deep root development that favors native plant establishment and discourages non-native plants. In general, supplemental water will be applied during the dry months of the year (April through October) and will be decreased, as appropriate, in response to seasonal rains. It is expected that irrigation will be applied for a period of three years to allow plants to become established, at which point, supplemental water will be terminated.

4.8 AS-BUILT CONDITIONS

At the completion of mitigation installation activities, the Biological Monitor will submit documentation to Centex and all appropriate resource agencies that summarizes installation initiation and completion dates, site preparation activities, and plant establishment activities. Also included will be site photos and a map indicating the as-built conditions of the mitigation location at the completion of installation activities.

SECTION 5.0 MAINTENANCE ACTIVITIES DURING THE MONITORING PERIOD

5.1 MAINTENANCE ACTIVITIES

Maintenance and long-term management operations will be performed within the mitigation area for approximately five years. The intent of the maintenance program is to facilitate the establishment of self-sustainable native habitat.

The Landscape Contractor will be responsible for the following maintenance tasks on an ongoing basis: (1) weed abatement; (2) irrigation system maintenance; (3) erosion control; (4) resource protection; (5) pest control; (6) vegetation management; and (7) general site maintenance and cleanup. Replacement planting will be performed on an as needed basis between October and March as described in Section 4.6.1. The Biological Monitor, in coordination with the Landscape Contractor, will approve any needed revisions to the specified schedule and methodologies. When the Biological Monitor identifies poor, unhealthy conditions of plant materials, inadequate control of weed species, and non-compliance with performance standards, maintenance tasks will continue beyond the required five-year time period until performance standards are met.

5.1.1 WEED ABATEMENT

The Landscape Contractor will perform exotic and invasive weed species control on a regular basis during the required maintenance period. Before weed control is initiated, the Biological Monitor will provide an informational briefing for the Landscape Contractor (field crew) to help distinguish native plant species from weedy or non-native species. Non-native grasses will be controlled only if they become problematic and discourage native species germination and establishment. Broadleaf weed species such as giant reed, tree-of-heaven (*Ailanthus altissima*), tree tobacco (*Nicotiana glauca*), castor bean (*Ricinus communis*), mustard (*Brassica nigra*), and any other species identified by the Biological Monitor will be controlled as necessary. Weed control should primarily consist of hand-pulling; however, other methods such as weed-whipping seedlings or herbicide application may be utilized after consultation with the Biological Monitor. A minimum 30-foot, weed-free buffer will be maintained around the oak woodland planting areas throughout the five-year maintenance program.

5.1.2 IRRIGATION

The Landscape Contractor shall be responsible for maintaining the irrigation system in good working condition for the life of the project. Periodic maintenance and regular system checks will be required to inspect and repair any problems that may develop in the irrigation system. Irrigation system checks will consist of separate operations of each valve and verification of the functioning of each irrigation head. Upon notification by the Biological Monitor, the Landscape Contractor will immediately perform remedial measures to correct irrigation system malfunctions.

5.1.3 EROSION AND SEDIMENTATION CONTROL

Best management practices (e.g., sediment basins and traps, bench drains, V-ditches, filters, straw bales) will be used where necessary to effectively reduce the escape of sediments and pollutants from the construction and mitigation sites. A more detailed description of proposed erosion and sediment control measures for the project site will be included in the Storm Water Pollution Prevention Plan for this project.

The deposition of debris, herbicides, fertilizers, pesticides, petroleum products, or any other pollutants within the mitigation areas will be avoided.

5.1.4 RESOURCE PROTECTION

Protection of all habitat establishment and enhancement areas from traffic, vandalism, or other intrusions will be provided as much as possible on an ongoing basis. The Landscape Contractor will immediately repair all damaged areas as directed by the Biological Monitor.

Fencing will be used as necessary to protect the mitigation areas to deter human/pet access to the natural open space areas. Plant cages will be used if the Biological Monitor determines that herbivores are damaging container plant species.

5.1.5 PEST CONTROL

Insects, plant disease, herbivores, and other pests will be closely monitored during the five-year maintenance period. Diseased or infected plants will be immediately disposed of off site at an appropriate landfill to prevent infection of on-site resources. Where possible, biological controls will be used instead of pesticides or herbicides. Pesticide use will comply with local codes and regulations and will be used with the permission of the Biological Monitor. Live traps will be used as necessary to control problem rodent species responsible for excessive herbivory and plant species damage. The Biological Monitor must approve any other rodent control strategies.

5.1.6 VEGETATION MANAGEMENT

Dead wood will not be removed from any of the mitigation areas. Decomposing vegetation provides valuable microhabitats for invertebrates, reptiles, small mammals, and birds. In addition, the decomposition of dead wood and leaf litter is necessary for the replacement of soil nutrients and minerals.

Vegetation removal and pruning for public safety will be minimized as much as possible and all removed native vegetation will be chipped and spread throughout the enhancement sites. Dense canopy, multi-layered understory, and mid-story growth provide valuable nesting, foraging, and sheltering opportunities for wildlife species.

Within fuel modification areas (as indicated in Exhibit 5), vegetation shall be managed in accordance with Los Angeles County Fuel Modification Guidelines (1998). Specifically, this includes removal of all dead plant material and any undesirable fire-carrying plant species that become established within these areas. Understory vegetation shall be minimized around tree species, and lower limbs of trees (below six feet for established trees) shall be removed to prevent fire from traveling into the tree canopy.

5.1.7 SITE CLEANUP AND MAINTENANCE

It is the responsibility of the Landscape Contractor to maintain the site in a clean and orderly condition. All trash and debris shall be removed from the site on an ongoing basis and disposed of in a proper location. All weed debris (green waste) shall be promptly removed from the site at the end of all weed control activities and disposed of at an appropriate green waste facility.

5.1.8 PLANT REPLACEMENT

During the required maintenance period, plant failure below the required coverage and survival standards and/or poor health will be compensated for by reseeding and/or replanting using species and quantities specified by the Biological Monitor. No reseeding or replanting will occur in any season unfavorable for plant germination and establishment. The Biological Monitor will make regular inspections of the work areas to assess the condition of all plants and to determine any remedial measures necessary to provide adequate coverage and survival rates.

5.2 RESPONSIBLE PARTIES

See sections 1.1 and 4.2 for a description of responsible parties and their responsibilities.

5.3 SCHEDULE

Long-term site maintenance will take place for approximately five years after the Biological Monitor submits an installation completion notice (see section 4.8). However, if performance standards are attained early based on excellent plant growth and site maintenance, the mitigation site may be eligible for early signoff by the resource agencies.

SECTION 6.0 MONITORING PLAN FOR THE COMPENSATORY MITIGATION SITE

The Biological Monitor will perform monitoring to facilitate compliance with conditions and performance standards set forth in this section. The Biological Monitor will (1) monitor site preparation (exotics removal, soils preparation, and irrigation installation), seed mix application, container planting, long-term maintenance, and long-term site performance; (2) provide site status documentation; and (3) facilitate the protection of natural resources during all initial implementation and long-term maintenance activities throughout the mitigation program. The Biological Monitor will also be responsible for coordinating with Centex Homes, the Landscape Contractor, and appropriate regulatory agencies regarding site conditions and performance and required remedial measures.

6.1 PERFORMANCE STANDARDS FOR TARGET DATES AND SUCCESS CRITERIA

The performance goals listed in Table 9 will be met within the oak woodland mitigation areas to determine project success. The performance standard for native understory species coverage will apply for the upland revegetation area as well. The goal of the mitigation program is to provide self-sustaining habitat with minimal, non-native species establishment. The Biological Monitor is responsible for evaluating compliance with specified performance standards. The mitigation program will be considered successful when the fifth-year performance standard has been met and all supplemental watering has been terminated for at least two years.

**TABLE 9
 PERFORMANCE STANDARDS**

| Year | Native Tree Survival | Native Understory Species Coverage | Non-Native Plant Species Percent Coverage |
|-------|----------------------|------------------------------------|---|
| One | 100% (645 trees) | 10% | <15% |
| Two | 100% (645 trees) | 20% | <5% |
| Three | 100% (645 trees) | 40% | <5% |
| Four | 100% (645 trees) | 50% | <5% |
| Five | 100% (645 trees) | 50% | <5% |

6.2 TARGET FUNCTIONS AND VALUES

The mitigation sites are expected to provide ecological functions and values that are equal to or greater than the habitat that will be impacted through project construction. They are expected to provide habitat to terrestrial and aquatic wildlife; protect the aquatic habitat from adjacent land uses (erosion, noise, trash); enhance sediment trapping; and provide erosion protection.

6.3 TARGET HYDROLOGICAL REGIME

The target hydrological regime for the mitigation area is the same as the regime that currently exists on the site, i.e., a stream corridor that contains water during the seasonal wet time of year for the area (November through April). Only minimal surface flow from urban runoff is expected outside of the winter rainy season.

6.4 TARGET JURISDICTIONAL AND NON-JURISDICTIONAL ACREAGES TO BE ESTABLISHED, RESTORED, ENHANCED, AND/OR PRESERVED

The mitigation program is intended to establish approximately 11.23 acres of oak woodland habitat within the project site and enhance approximately 1.33 acres of Dayton Canyon Creek through the removal of non-native trees. In addition, approximately 3.54 acres of upland habitat will be established. Approximately 3.64 acres of southern mixed chaparral and 2.24 acres of coast live oak riparian woodland will be avoided during project construction and will be maintained as open space by the Homeowners Association.

Dedication of the off-site conservation area to the SMMC will preserve a total of 294.5 acres, which contains approximately 16.11 acres of oak riparian woodland.

6.5 MONITORING METHODS

The Biological Monitor will be responsible for inspecting and documenting the condition of the mitigation site throughout the installation and long-term maintenance portion of this Habitat Mitigation Program. The Biological Monitor will use the performance standards listed in Table 9 to evaluate performance in the mitigation site. The site will be considered successful when the project performance standards are met and no supplemental watering has been applied for at least two years. The use of the mitigation site by wildlife species for foraging, nesting, and sheltering purposes will also be considered when evaluating site success.

Installation monitoring will be performed to ensure that all site preparation and plant installation activities are done according to the guidelines listed in Section 4.5. Site inspections will be performed on an as-needed basis during exotic-species control, soils preparation, irrigation installation, seed mix application, and container planting and will include the following tasks: (1) photo-documentation of existing site conditions and implementation procedures; (2) identification of exotic/invasive species for the Landscape Contractor; (3) flagging of native species to be retained by the Landscape Contractor; (4) monitoring of exotic and weed species control, soils treatment, and irrigation installation activities; (5) identification of the location and layout of seed mixes and container species; and (6) conducting of field inspections during seed mix application and planting activities.

Long-term site monitoring will consist of both qualitative and quantitative monitoring. Qualitative surveys performed within the mitigation sites will include an assessment of native plant species percent coverage and diversity; native species recruitment and reproduction; plant mortality and germination; pest problems; irrigation system performance; invasive weed species establishment; trash/human encroachment; erosion; and wildlife species use. Qualitative surveys performed during the spring of each year (March to July) will consist of an evaluation of wildlife species use. This will include active searches for amphibians and reptiles by lifting, overturning, and carefully replacing rocks and debris. Birds will be identified by the use of standard visual and auditory recognition. The presence of nests or other evidence of breeding activity will also be noted. Identification of mammals will include the search for and identification of diagnostic sign, which includes scat, footprints, scratch-outs, dusting bowls, burrows, and trails of various mammal species.

Quantitative surveys will be conducted annually within the mitigation area and quantitative monitoring will consist of measuring the native and non-native plant cover with the point-intercept method of vegetative assessment. Randomly located, point-intercept transects will be used to measure native and non-native cover at the end of each year following implementation to more precisely measure native species' growth performance. A minimum of

six, 100-foot-long point-intercept transects will be used within the mitigation area to calculate overall plant coverage. The final number of transects may be increased as necessary (based on the discretion of the Biological Monitor) to adequately capture the level of species diversity that exists within these sites and to provide meaningful data regarding species coverage and diversity. Species coverage will be listed by native and non-native species. Bare ground and leaf litter/detritus coverage will also be recorded along each transect. This information will be used to determine native and non-native species percent coverage; seed mix germination; native species recruitment and reproduction; species diversity; and habitat and structural diversity on a yearly basis. These transect measurements will also allow for the yearly determination of compliance/non-compliance with percent coverage performance standards listed in Table 9.

During each quantitative survey, the number of dead or dying native trees will be tallied to determine if the required number of mitigation trees is alive on the site.

Photo-documentation stations will be permanently marked in each of the mitigation sites. These stations will be used to provide visual documentation of progress at the sites at the completion of all implementation activities and during each annual quantitative survey.

The Biological Monitor will meet with the Landscape Contractor, as necessary, during regularly scheduled site visits to discuss site conditions and to recommend remedial measures. Recommended remedial measures will be based on site observations and survey results.

6.6 MONITORING SCHEDULE

Monitoring will consist of qualitative, bi-monthly visits by the Biological Monitor during the first two years after site installation and quarterly visits during each successive year of the program to assess site performance. Quantitative surveys will be conducted on an annual basis after site installation to measure native and non-native species coverage and to determine compliance with site performance standards. The length of the long-term monitoring for this project is five years (dependent on overall site performance). A schedule of long-term site performance monitoring tasks is provided in Tables 10 and 11.

**TABLE 10
LONG-TERM SITE MONITORING SCHEDULE
YEARS ONE AND TWO**

| Work Tasks | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Site Monitoring | | | | | | | | | | | | |
| Qualitative Surveys | | X | | X | | X | | X | | X | | |
| Quantitative Surveys | | | | | | | | | | | | X |
| Photo-documentation | | | | | | | | | | | | X |
| On-site Meetings ¹ | | X | | X | | X | | X | | X | | X |
| Site Status Documentation | | | | | | | | | | | | |
| Installation Completion | | | | | | | | | | | | X |
| Progress Reports | | X | | X | | X | | X | | X | | |
| Annual Status Reports ² | | | | | | | | | | | | X |
| ¹ On-site meetings will occur as necessary during regularly scheduled site monitoring visits and may include, as needed, the Biological Monitor, the Landscape Contractor, resource agencies, and any other appropriate parties. ² Submitted by January 1 of each year. | | | | | | | | | | | | |

**TABLE 11
LONG-TERM SITE MONITORING SCHEDULE
YEARS THREE THROUGH FIVE**

| Work Tasks | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Site Monitoring | | | | | | | | | | | | |
| Qualitative Surveys | | | X | | | X | | | X | | | |
| Quantitative Surveys | | | | | | | | | | | | X |
| Photo-documentation | | | | | | | | | | | | X |
| On-site Meetings ¹ | | | X | | | X | | | X | | | X |
| Site Status Documentation | | | | | | | | | | | | |
| Progress Reports | | | X | | | X | | | X | | | X |
| Annual Status Reports ² | | | | | | | | | | | | X |
| ¹ On-site meetings will occur as necessary during regularly scheduled site monitoring visits and may include, as needed, the Biological Monitor, the Landscape Contractor, resource agencies, and any other appropriate parties. ² Submitted by January 1 of each year. | | | | | | | | | | | | |

6.7 ANNUAL MONITORING REPORTS

The Biological Monitor will forward annual site status reports that summarize site conditions to Centex, the Landscape Contractor, and all appropriate resource agencies at the end of each year following initial implementation. One annual report will be developed each year for up to five years and will summarize the status of the mitigation sites.

The annual report will comply with documentation standards developed by the USACE (2004) and will summarize (1) native species coverage, as measured during yearly quantitative surveys; (2) plant mortality; (3) compliance/non-compliance with performance standards; (4) native species health and overall vigor; (5) the establishment of volunteer native species; (6) the use of the site by wildlife species; (7) the presence of invasive weed species; and (8) significant drought stress. Fixed photo-documentation stations will be established so that site progress can be compared visually on an annual basis. In the event of substantial non-compliance with the required performance standards, the report will also include a discussion of recommended remedial measures that facilitate compliance.

SECTION 7.0 COMPLETION OF COMPENSATORY MITIGATION

7.1 NOTIFICATION OF COMPLETION

When the performance standards described in Section 6.1 have been met within the mitigation sites, the Biological Monitor will submit a final annual status report to Centex and all appropriate regulatory agencies. Included with the final report will be written notification that the mitigation program is complete and ready for regulatory agency signoff.

7.2 AGENCY CONFIRMATION

After submission of the final annual monitoring report, the Biological Monitor and Centex will meet at the mitigation site with resource agency personnel to verify successful compliance with the performance standards listed in Table 9. Based on the verification of successful compliance with these performance standards, a letter confirming successful mitigation completion will be forwarded to Centex from the applicable resource agencies to serve as an official mitigation program signoff.

SECTION 8.0 CONTINGENCY MEASURES

8.1 INITIATING PROCEDURES

If it is determined that the mitigation sites are not in compliance with project performance standards, the contingency measures listed below in Table 12 will be performed, as recommended by the Biological Monitor, to return the site to compliance standards.

**TABLE 12
CONTINGENCY MEASURES**

| Performance Standard | Non-Compliance | Remedial Measure |
|--|--|--|
| 100 percent survival of native tree species within the mitigation area at the end of five years. | Less than 100 percent survival of tree species | Additional planting of tree species to reach the required number of trees. |
| 10, 20, 40, and 50 percent coverage of native understory species at years 1, 2, 3, 4, and 5, respectively, (see Table 9) within the mitigation area. | >5% deviation below specified coverage in any of the mitigation sites. | Reseeding and replanting with quantities of appropriate species, irrigation system adjustment, and additional weed control will be recommended as appropriate to facilitate <5% deviation below specified coverage in any of the mitigation sites. |
| Non-native plant species should cover less than 15% of the mitigation sites by the end of the first year and less than 5% each successive year. | Non-native plant coverage in excess of the performance standard. | Additional weed removal effort by the Landscape Contractor. Need for herbicide use to be determined by the Biological Monitor. |

8.2 ALTERNATIVE LOCATIONS FOR CONTINGENCY COMPENSATORY MITIGATION

If it is determined by the Biological Monitor that the proposed mitigation areas are unable to support the vegetation necessary to successfully mitigate project impacts, the Biological Monitor shall identify appropriate mitigation alternatives. This may include alternative plant maintenance strategies or native habitat establishment at another suitable location.

8.3 FUNDING MECHANISM

Centex is responsible for funding all aspects of this mitigation program, which includes any contingency measures deemed necessary.

8.4 RESPONSIBLE PARTIES

Centex will be responsible for maintaining and monitoring the habitat mitigation sites until the performance standards listed in Table 9 are met at the mitigation areas.

SECTION 9.0 REFERENCES

- Kattelman, R. and M. Embury. 1996. Riparian Areas and Wetlands. *Sierra Nevada Ecosystem Project: Final Report to Congress* (Vol. III: Assessments and Scientific Basis for Management Options). Davis, CA: University of California, Davis, Center for Water and Wildland Resources.
- Kondolf, G.M., R. Kattelman, M. Embury, and D.C. Erman. 1996. Status of Riparian Habitat. *Sierra Nevada Ecosystem Project: Final Report to Congress* (Vol. III: Assessments and Scientific Basis for Management Options). Davis, CA: University of California, Davis, Center for Water and Wildland Resources.
- L. Newman Design Group. 2004. *Oak Tree Report, Dayton Canyon, Tract 52866*. Westlake Village, CA: L. Newman Design Group.
- Los Angeles, County of, Fire Department, Fuel Modification Unit, Prevention Bureau Forestry Division. 1998 (January). *Fuel Modification Plan Guidelines for Projects Located in Fire Zone 4 or Very High Fire Hazard Severity Zones*. Los Angeles, CA: LACFD.
- Urban Vision. 1999. *Final Environmental Impact Report, Dayton Canyon Estates, State Clearinghouse No. 98071093* (Prepared for the City of Los Angeles).
- U.S. Army Corps of Engineers (USACE). 2004. *Final Mitigation Guidelines and Monitoring Requirements* (Public Notice No. 970031200-RRS). Los Angeles, CA: USACE, Los Angeles District.
- Welsch, D.J. 1991. *Riparian Forest Buffers; Function and Design for Protection and Enhancement of Water Resources* (USDA Publication NA-PR-07-91). Washington, D.C.: U.S. Department of Agriculture.

TENTATIVE TRACT MAP No. 52866

LOS ANGELES DEPT. OF CITY PLANNING
SUBMITTED FOR FILING
 TENTATIVE MAP
SEP 08 2004
 REVISED MAP FINAL MAP UNIT
 TIME EXTENSION DEPT. ADVISORY AGENCY
DIVISION OF LAND
FILING FEE: _____

LEGAL DESCRIPTION

THAT PART OF LOT 10 OF TRACT NO. 10445, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 166, PAGE 6 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE RANCHO EX-MISSION DE SAN FERNANDO IN SAID CITY, COUNTY AND STATE AND TOGETHER WITH THOSE PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 2 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN PARTLY IN SAID CITY OF LOS ANGELES AND PARTLY IN THE UNINCORPORATED TERRITORY OF SAID LOS ANGELES COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

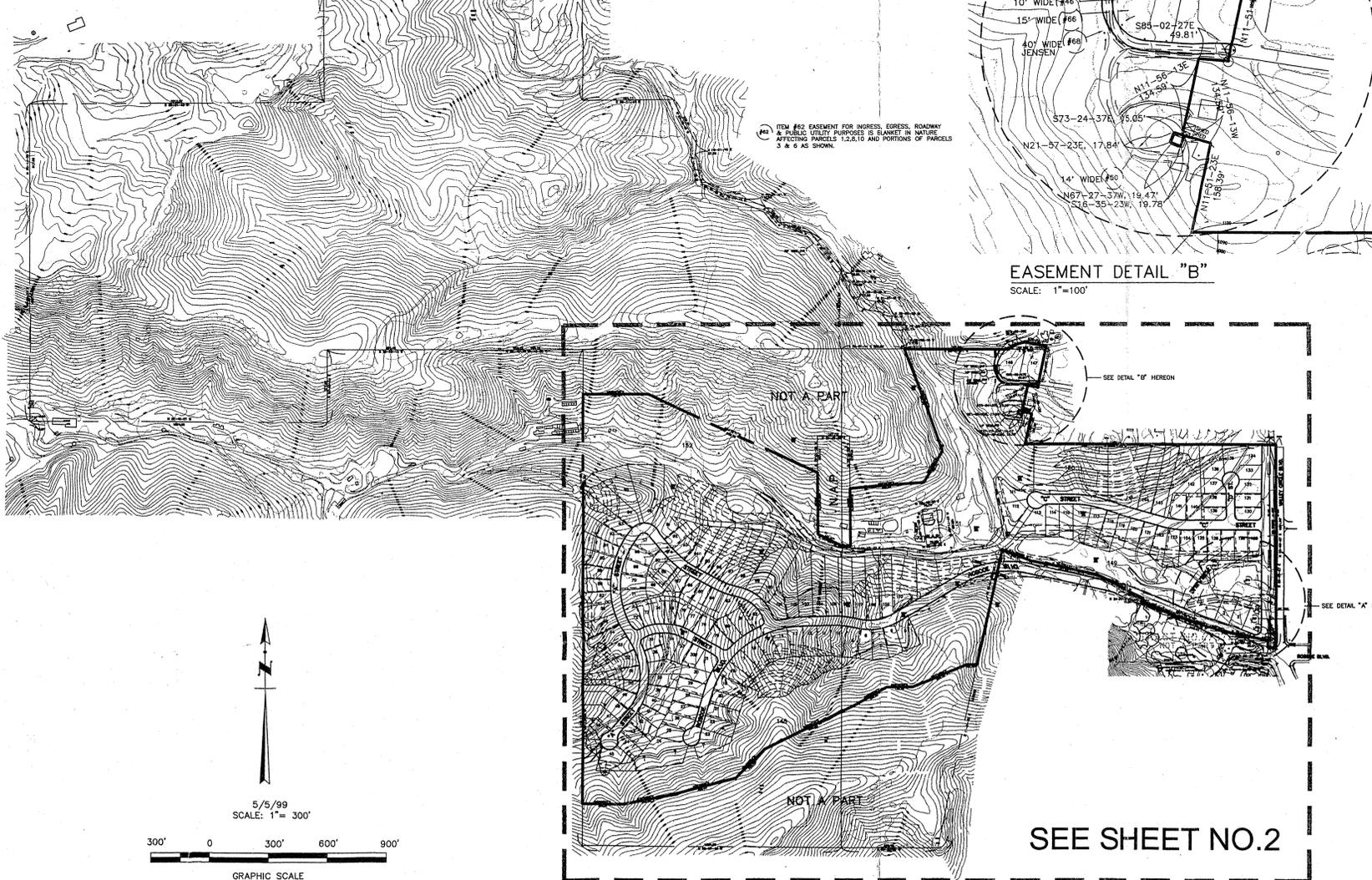
BEGINNING AT THE SOUTHWEST CORNER OF LOT 13 OF TRACT NO. 11209, IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 204, PAGE 31 OF SAID MAPS; THENCE SOUTH 89° 38' 10" WEST 40.00 FEET ALONG THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 13 TO THE BOUNDARY OF LAND DESCRIBED IN DEED RECORDED JULY 7, 1943 AS INSTRUMENT NO. 159 IN BOOK 2008, PAGE 379 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID BOUNDARY, NORTH 20° 57' 03" WEST 38.61 FEET, NORTH 78° 07' 16" WEST 244.78 FEET, NORTH 71° 20' 15" WEST 245.12 FEET AND NORTH 67° 11' 16" WEST 182.45 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND RECORDED JANUARY 10, 1942 AS INSTRUMENT NO. 814 IN BOOK 1904, PAGE 304 OF SAID OFFICIAL RECORDS; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID LAND, NORTH 24° 04' 37" EAST 19.94 FEET AND NORTH 83° 07' 22" WEST 272.77 FEET TO THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LAND DESCRIBED IN DEED RECORDED IN BOOK 12847, PAGE 69 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID PROLONGATION AND SAID NORTHERLY LINE, NORTH 78° 18' 37" WEST 351.80 FEET; THENCE NORTH 67° 18' 59" WEST 148.81 FEET TO THE WESTERLY LINE OF SAID RANCHO EX-MISSION DE SAN FERNANDO; THENCE ALONG SAID WESTERLY LINE, SOUTH 110° 51' 23" WEST 282.28 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF LOT 11 OF SAID SECTION 34; THENCE CONTINUING ALONG SAID RANCHO LINE, SOUTH 110° 51' 23" WEST 331.64 FEET; THENCE SOUTH 89° 06' 11" WEST 52.78 FEET; THENCE SOUTH 67° 14' 26" WEST 289.15 FEET; THENCE SOUTH 89° 18' 54" WEST 132.19 FEET; THENCE SOUTH 60° 45' 39" WEST 169.32 FEET; THENCE SOUTH 63° 37' 41" WEST 536.68 FEET; THENCE SOUTH 44° 02' 40" WEST 202.60 FEET; THENCE SOUTH 75° 23' 03" WEST 356.29 FEET; THENCE SOUTH 79° 15' 54" WEST 240.30 FEET; THENCE NORTH 89° 43' 57" WEST 208.30 FEET TO THE WESTERLY LINE OF SAID SECTION 34; THENCE ALONG SAID WESTERLY LINE, NORTH 0° 13' 53" EAST 1053.50 FEET TO THE NORTHWEST CORNER OF SAID SECTION 34, SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE WESTERLY LINE OF SAID SECTION 27, NORTH 0° 14' 20" EAST 1007.19 FEET; THENCE NORTH 90° 00' 00" EAST 332.78 FEET; THENCE SOUTH 64° 32' 11" EAST 949.73 FEET TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN BOOK 19116, PAGE 35 OF SAID OFFICIAL RECORDS; THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHERLY ALONG THE WESTERLY, SOUTHERLY AND EASTERLY LINES OF SAID PARCEL, SOUTH 0° 10' 52" EAST 319.07 FEET, SOUTH 64° 24' 12" EAST 141.06 FEET; THENCE NORTH 87° 11' 52" EAST 40.04 FEET AND NORTH 0° 10' 52" WEST 284.41 FEET; THENCE NORTH 85° 28' 53" EAST 383.46 FEET; THENCE NORTH 30° 38' 24" EAST 188.12 FEET; THENCE NORTH 19° 50' 30" WEST 561.94 FEET TO THE SOUTHERLY LINE OF TRACT 4054 IN SAID CITY, COUNTY AND STATE AS RECORDED IN BOOK 151, PAGES 72 TO 74, INCLUDING OF SAID MAPS; THENCE SOUTH 89° 01' 11" EAST 327.66 FEET ALONG SAID SOUTHERLY LINE TO AND ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 10445 TO A POINT IN THE SOUTHEASTERLY LINE OF JENSEN AVENUE AS SHOWN ON MAP OF RECORD OF SURVEY FILED IN BOOK 145, PAGES 62 TO 64 INCLUSIVE OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING IN A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 178.79 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42° 28' 26" WEST; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 80° 13' 41"

AN ARC DISTANCE OF 25.68 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 34° 14' 46" WEST, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 160° 43' 23" AN ARC DISTANCE OF 29.19 FEET AND NORTH 72° 38' 39" EAST 29.00 FEET TO THE NORTHERLY LINE OF PARCEL 9 AS DESCRIBED IN DEED RECORDED ON JUNE 17, 1993 AS INST. NO. 93-1197522 OF SAID OFFICIAL RECORDS; THENCE ALONG SAID LINE, SOUTH 78° 03' 47" EAST 113.89 FEET TO SAID WESTERLY LINE OF THE RANCHO EX-MISSION DE SAN FERNANDO; THENCE ALONG SAID WESTERLY LINE, SOUTH 110° 51' 23" WEST 216.18 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN BOOK 16262, PAGE 199 OF SAID OFFICIAL RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL, NORTH 89° 02' 27" WEST 50.00 FEET, SOUTH 110° 51' 23" WEST 132.49 FEET, NORTH 73° 24' 37" WEST 158.16 FEET, SOUTH 210° 57' 23" WEST 17.84 FEET, SOUTH 67° 27' 37" EAST 19.47 FEET, NORTH 160° 35' 23" EAST 18.78 FEET AND SOUTH 73° 24' 37" EAST 47.35 FEET TO SAID WESTERLY LINE OF THE RANCHO EX-MISSION DE SAN FERNANDO; THENCE ALONG SAID WESTERLY LINE, SOUTH 110° 51' 23" WEST 158.39 FEET TO THE SOUTHWEST CORNER OF TRACT NO. 7821, IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 115, PAGES 38 AND 40 OF SAID MAPS; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT, SOUTH 89° 54' 21" EAST 1286.28 FEET TO THE WESTERLY LINE OF SAID TRACT NO. 11209; THENCE SOUTH 00° 05' 55" WEST 1051.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,569,801 SQUARE FEET OR 104.9082 ACRES.
EXCEPT THEREFROM THAT PORTION OF LOT 4 OF SAID SECTION 34, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, BEING ALSO THE NORTHEAST CORNER OF LOT 1 OF SAID SECTION 34, SAID CORNER BEING IN THE WESTERLY LINE OF SAID RANCHO; THENCE NORTH 110° 51' 23" EAST 205.71 FEET; THENCE NORTH 88° 01' 07" WEST 315.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 82° 48' 14" WEST 73.00 FEET; THENCE NORTH 11° 07' WEST 181.00 FEET; THENCE NORTH 82° 48' 14" WEST 73.00 FEET; THENCE SOUTH 70° 11' 07" WEST 181.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 13, 579 SQUARE FEET OR 0.3116 ACRES.
SAID SITE BEING PREVIOUSLY DESCRIBED IN BOOK 12847, PAGE 69 OF SAID OFFICIAL RECORDS.

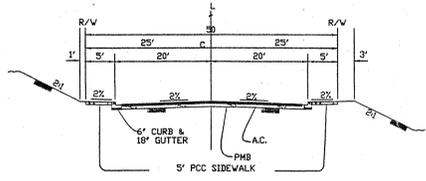
| ITEM NUMBER | PURPOSE | REFERENCE | PARCEL |
|-------------|---------------------|---------------------------------|--------------|
| 44 | PUBLIC STREET | O.R. 8000-255 | 10 |
| 45 | ROADWAY | O.R. 13009-174 | 3 |
| 46 | WATER & P.U. | O.R. 14204-286 | 8 |
| 47 | WATER & P.U. | O.R. 14809-84 | 10 |
| 50 | ROAD | O.R. 16923-189 | 6 |
| 51 | WATER & P.U. | O.R. 17299-368 | 13&14 |
| 52 | ROAD AGREEMENT | O.R. 30101-201 ET AL. | 13&14 |
| 53 | PRIVATE ROAD | O.R. 52404-284 | 13&14 |
| 54 | S.G.C. POLES | INST. NO. 5489/OCT. 15,1961 | 13 |
| 55 | PUBLIC UTILITIES | O.R. 01619-870 | 13&14 |
| 56 | PUBLIC UTILITIES | O.R. 02282-430 | 13&14 |
| 57 | PIPE LINES | INST. NO. 320/NOV. 28,1962 | 10 |
| 58 | PUBLIC UTILITIES | INST. NO. 3484/MAY. 9,1967 | 13&14 |
| 59 | PUBLIC UTILITIES | INST. NO. 3485/MAY.15,1967 | 13&14 |
| 61 | PUBLIC UTILITIES | INST. NO. 3384/OCT. 24,1967 | 1 |
| 62 | WATER, EGRESS, ETC. | INST. NO. 3138/DEC. 12,1969 | 1,2,3,4,8&10 |
| 64 | POLE LINES, ETC. | INST. NO. 3291/MAY. 30,1970 | 11 |
| 65 | PUBLIC UTILITIES | INST. NO. 2922/MAY. 12,1974 | 13&14 |
| 66 | PIPE LINES | INST. NO. 79-54570/MAY. 30,1979 | 6 |
| 67 | WATER & EGRESS | INST. NO. 84-82222/JAN. 15,1984 | 1,13&14 |
| 68 | PUBLIC STREET | INST. NO. 84-04025/JAN. 14,1984 | 8&9 |
| 69 | WATER & EGRESS | INST. NO. 88-9951/JAN. 5,1988 | 13&14 |
| 70 | FLOOD CONTROL | TRACT NO. 27452 | 10 |

ITEM # FOR EASEMENTS
 #46 BOUNDARY/PROPERTY LINE
 #47 EASEMENT LINE
 #48 CENTERLINE (C.L.)

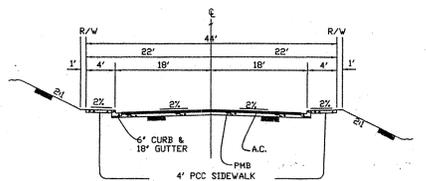


EASEMENT DETAIL "B"
SCALE: 1"=100'

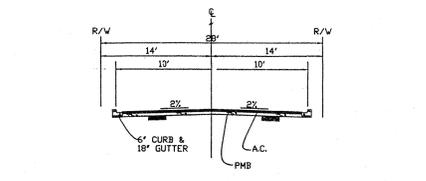
SEE SHEET NO.2



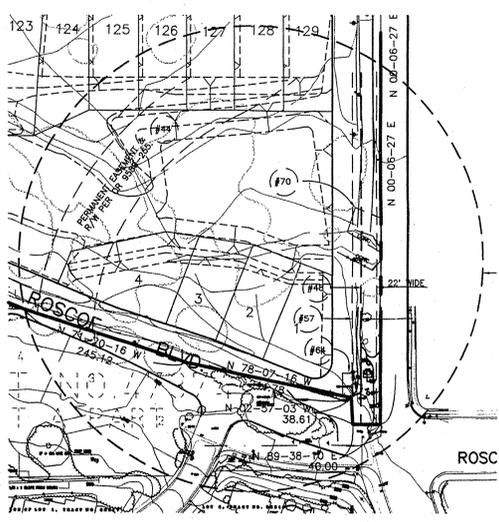
TYPICAL SECTION
50' HILLSIDE COLLECTOR STREET
HORIZ. SCALE: N.T.S.



TYPICAL SECTION
44' HILLSIDE STREET LOCAL
HORIZ. SCALE: N.T.S.



TYPICAL SECTION
ACCESS ROADWAY
HORIZ. SCALE: N.T.S.



EASEMENT DETAIL "A"
SCALE: 1"=100'

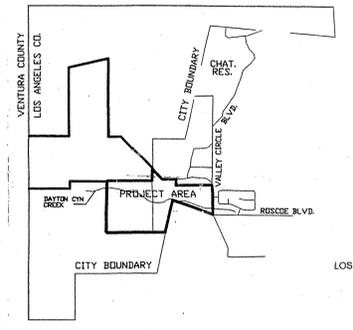
NOTES:

- THIS MAP IS FOR MERGER AND RESUBDIVISION
- TOTAL AREA: NET AREA 4,556,376 SF 104.6 AC
GROSS AREA 4,556,376 SF 104.6 AC
- EXISTING USE: VACANT
- EXISTING ZONING: A1-1, OS-1XL
- PROPOSED ZONING: RE9-1-H, RE11-1-H, RA-1-H, OS
- THERE ARE NO EXISTING BUILDINGS OR STRUCTURES ON THE PROPERTY
- EXISTING EASEMENT CRITERIA HAS BEEN COMPILED FROM THE BEST INFORMATION AVAILABLE
- SANITARY SEWERS ARE AVAILABLE IN VALLEY CIRCLE AVENUE
- STORM DRAINS AND BASINS WILL COMPLY WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES STANDARDS
- ALL PROPOSED STREETS SHALL BE PUBLIC STREETS AND SHALL CONFORM TO TYPICAL SECTIONS HEREON
- SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PER SECTION 66456.1 OF THE SUBDIVISION MAP ACT
- FOR TREE LOCATION AND GENERAL DESCRIPTION SEE TREE REPORT PREPARED BY L. NEWMAN DESIGN GROUP, INC.

| DESCRIPTION | AREA IN AC. | PERCENT OF PROJECT AREA |
|----------------------|-------------|-------------------------|
| PROJECT AREA: | 359.4 | |
| DEVELOPED AREA: | 64.2 | 18 |
| UNDEVELOPED AREA: | 295.2 | 82 |
| TENTATIVE TRACT AREA | 104.6 | |

LEGEND:

- BOUNDARY LINE
- EXISTING CONTOURS
- LOT NUMBERS
- EXISTING TREES (SEE TREE REPORT)
- PROPOSED STREET GRADES



VICINITY MAP
SCALE: 1"=1/4" N.T.S.

LOS ANGELES DEPT. OF CITY PLANNING
SUBMITTED FOR FILING
 TENTATIVE MAP
MAY 11 1999
 REVISED MAP FINAL MAP UNIT
 TIME EXTENSION DEPT. ADVISORY AGENCY
DIVISION OF LAND
FILING FEE: _____

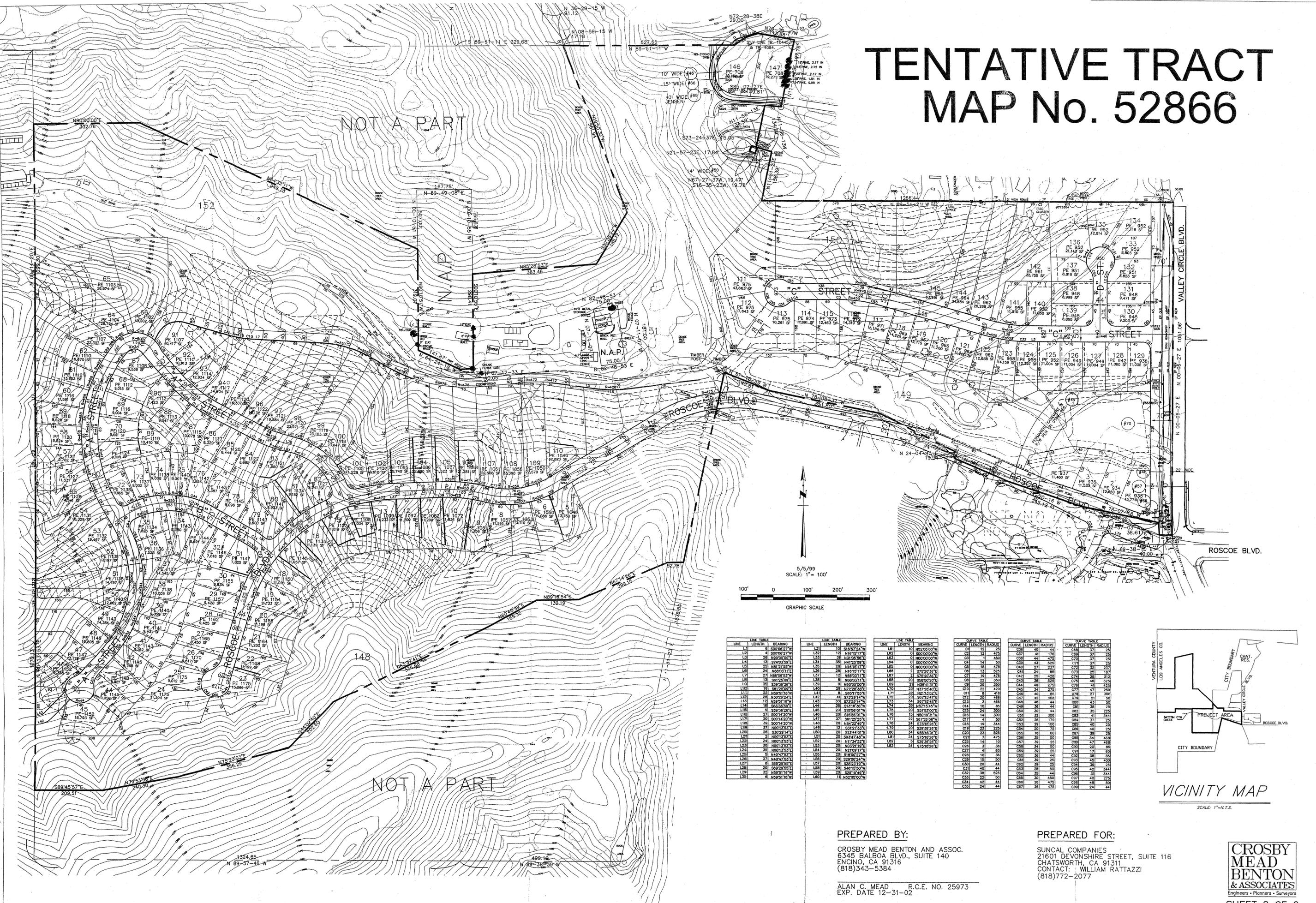
PREPARED BY:
CROSBY MEAD BENTON AND ASSOC.
6345 BALBOA BLVD., SUITE 140
ENCINO, CA 91316
(818)343-5384

ALAN C. MEAD R.C.E. NO. 25973
EXP. DATE 12-31-02

PREPARED FOR:
SUNCAL COMPANIES
21601 DEVONSHIRE STREET, SUITE 116
CHATSWORTH, CA 91311
CONTACT: WILLIAM RATTAZZI
(818)772-2077

**CROSBY
MEAD
BENTON
& ASSOCIATES**
Engineers • Planners • Surveyors
SHEET 1 OF 2

TENTATIVE TRACT MAP No. 52866

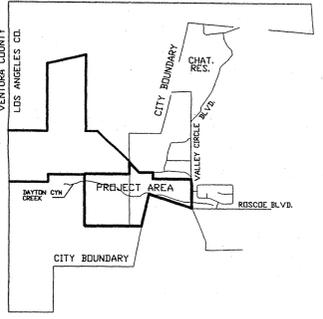


| LINE | LENGTH | BEARING | LINE | LENGTH | BEARING | LINE | LENGTH | BEARING | CURVE TABLE | CURVE TABLE | CURVE TABLE |
|------|-------------|-----------------|------|-------------|---------|------|-------------|---------|-------------|-------------|-------------|
| L1 | 6.00000000 | S 89° 51' 11" E | L31 | 10.5182724 | N | L61 | 10.5182724 | N | C11 | 12 | 25 |
| L2 | 4.50000000 | S 89° 51' 11" E | L32 | 10.5182724 | N | L62 | 0.50000000 | N | C12 | 12 | 25 |
| L3 | 20.00000000 | N | L33 | 31.00000000 | N | L63 | 0.50000000 | N | C13 | 12 | 25 |
| L4 | 13.74700000 | N | L34 | 35.00000000 | N | L64 | 0.50000000 | N | C14 | 14 | 50 |
| L5 | 20.00000000 | N | L35 | 28.00000000 | N | L65 | 0.50000000 | N | C15 | 14 | 50 |
| L6 | 24.00000000 | N | L36 | 28.00000000 | N | L66 | 2.57200000 | N | C16 | 18 | 478 |
| L7 | 10.00000000 | N | L37 | 12.00000000 | N | L67 | 2.57200000 | N | C17 | 18 | 478 |
| L8 | 13.00000000 | N | L38 | 6.00000000 | N | L68 | 0.50000000 | N | C18 | 20 | 500 |
| L9 | 35.00000000 | N | L39 | 0.50000000 | N | L69 | 21.00000000 | N | C19 | 20 | 500 |
| L10 | 18.00000000 | N | L40 | 29.00000000 | N | L70 | 23.00000000 | N | C20 | 22 | 420 |
| L11 | 22.00000000 | N | L41 | 6.00000000 | N | L71 | 39.00000000 | N | C21 | 14 | 10 |
| L12 | 22.00000000 | N | L42 | 33.00000000 | N | L72 | 39.00000000 | N | C22 | 14 | 10 |
| L13 | 12.00000000 | N | L43 | 33.00000000 | N | L73 | 34.00000000 | N | C23 | 14 | 10 |
| L14 | 16.00000000 | N | L44 | 38.00000000 | N | L74 | 38.00000000 | N | C24 | 10 | 60 |
| L15 | 5.00000000 | N | L45 | 20.00000000 | N | L75 | 20.00000000 | N | C25 | 10 | 60 |
| L16 | 27.00000000 | N | L46 | 20.00000000 | N | L76 | 15.00000000 | N | C26 | 14 | 300 |
| L17 | 39.00000000 | N | L47 | 20.00000000 | N | L77 | 20.00000000 | N | C27 | 14 | 300 |
| L18 | 37.00000000 | N | L48 | 20.00000000 | N | L78 | 24.00000000 | N | C28 | 18 | 344 |
| L19 | 20.00000000 | N | L49 | 12.00000000 | N | L79 | 20.00000000 | N | C29 | 20 | 500 |
| L20 | 20.00000000 | N | L50 | 20.00000000 | N | L80 | 24.00000000 | N | C30 | 20 | 500 |
| L21 | 24.00000000 | N | L51 | 20.00000000 | N | L81 | 24.00000000 | N | C31 | 17 | 475 |
| L22 | 30.00000000 | N | L52 | 20.00000000 | N | L82 | 5.00000000 | N | C32 | 14 | 10 |
| L23 | 30.00000000 | N | L53 | 20.00000000 | N | L83 | 24.00000000 | N | C33 | 14 | 10 |
| L24 | 30.00000000 | N | L54 | 20.00000000 | N | L84 | 20.00000000 | N | C34 | 10 | 60 |
| L25 | 5.00000000 | N | L55 | 20.00000000 | N | L85 | 20.00000000 | N | C35 | 10 | 60 |
| L26 | 27.00000000 | N | L56 | 20.00000000 | N | L86 | 20.00000000 | N | C36 | 10 | 60 |
| L27 | 6.00000000 | N | L57 | 20.00000000 | N | L87 | 20.00000000 | N | C37 | 10 | 60 |
| L28 | 20.00000000 | N | L58 | 20.00000000 | N | L88 | 20.00000000 | N | C38 | 10 | 60 |
| L29 | 32.00000000 | N | L59 | 20.00000000 | N | L89 | 20.00000000 | N | C39 | 10 | 60 |
| L30 | 6.00000000 | N | L60 | 11.00000000 | N | L90 | 11.00000000 | N | C40 | 24 | 44 |

PREPARED BY:
CROSBY MEAD BENTON AND ASSOC.
6345 BALBOA BLVD., SUITE 140
ENCINO, CA 91316
(818) 343-5384

PREPARED FOR:
SUNCAL COMPANIES
21601 DEVONSHIRE STREET, SUITE 116
CHATSWORTH, CA 91311
CONTACT: WILLIAM RATTAZZI
(818) 772-2077

ALAN C. MEAD R.C.E. NO. 25973
EXP. DATE 12-31-02



VICINITY MAP
SCALE: 1"=1/4" M.S.



SCALE: 1"=60'
SCALE: 1"=200'

SHEET 1 OF 8 SHEETS

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES.

AUG 25 2004

BEING A MERGER AND RESUBDIVISION OF LOT 54,
TRACT NO. 4034, M.B.151-72/74: PART OF THE
RANCHO EX-MISSION DE SAN FERNANDO AND
PARTS OF SECTIONS 21,27,28 AND 34, T.2N.,R.17W.
RECORDS OF LOS ANGELES COUNTY

LOS ANGELES DEPT. OF CITY PLANNING
SUBMITTED FOR FILING
 TENTATIVE MAP

SEP 08 2004

REVISED MAP FINAL MAP UNIT
 TIME EXTENSION
DEPUTY ADVISORY AGENCY
DIVISION OF LAND
FILING FEE: _____

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION. AND WE HEREBY DEDICATE TO THE PUBLIC USE THE STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION. AND WE HEREBY DEDICATE TO THE CITY OF LOS ANGELES EASEMENTS FOR UNDERGROUND PUBLIC UTILITY, STREET LIGHTS, STREET TREES, FIRE HYDRANTS, SIDEWALK AND STORM DRAIN OVER THE STRIP OF LAND SO DESIGNATED ON SAID MAP.

OWNER

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP.

BY: _____
NAME:
TITLE:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF E. PICKETT ON AUGUST 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 4 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION ON SEPTEMBER 1999 AND AUGUST 2001; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED; THAT BOTH BOUNDARY AND CENTERLINE MONUMENTS ARE IN PLACE OR WILL BE IN PLACE WITHIN 6 MONTHS AFTER BEING NOTIFIED OF THE DATE OF ACCEPTANCE OF THE STREET IMPROVEMENTS, NOT TO EXCEED 24 MONTHS FOLLOWING THE FILING DATE OF THIS MAP; AND THAT REQUIRED TIE NOTES TO CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER WITHIN THE TIME LIMITATIONS STATED ABOVE.



CHARLES A. REUTER, LS 4320
EXPIRES: JUNE 30, 2006

NOTARY ACKNOWLEDGEMENTS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON _____ BEFORE ME,

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

MY COMMISSION EXPIRES: _____
MY PLACE OF BUSINESS IS IN _____ COUNTY

NOTARY ACKNOWLEDGEMENTS

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

ON _____ BEFORE ME,

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND

MY COMMISSION EXPIRES: _____
MY PLACE OF BUSINESS IS IN _____ COUNTY

BASIS OF BEARINGS

THE CENTERLINE OF VALLEY CIRCLE BOULEVARD SHOWN AS N. 00° 05' 55" E. ON MAP OF RECORD OF SURVEY RECORDED IN BOOK 145 PAGES 62-64, RECORDS OF LOS ANGELES COUNTY, MEASURED AS N. 00° 18' 03" E IN THE CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE V, NAD 83 (1995.00 EPOCH ADJUSTMENT), AS PER RECORDS ON FILE IN THE OFFICE OF THE NATIONAL GEODETIC SURVEY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

SIGNATURE OMISSIONS

THE SIGNATURE(S) OF UNKNOWN OWNER, HOLDER OF AN EASEMENT FOR INGRESS, EGRESS ROADWAY AND PUBLIC UTILITIES RECORDED DECEMBER 12, 1969, AS INST/FILE NO. 3139 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A) (I-viii) OF THE SUBDIVISION MAP ACT; ITS (THEIR) INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE (S) IS (ARE) NOT REQUIRED BY THE LOS ANGELES CITY COUNCIL.

MERGER NOTE

I HEREBY CERTIFY THAT PURSUANT TO SECTION 66499.20 1/2 OF THE STATE GOVERNMENT CODE THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF A PORTION OF VALLEY CIRCLE BLVD. AS SHOWN IN BOOK 9580 PAGE 255 OF OFFICIAL RECORDS, RECORDS OF LOS ANGELES COUNTY NOT SHOWN WITHIN THE BOUNDARIES OF THIS MAP.

CITY CLERK, CITY OF LOS ANGELES

DATE

NOTIFICATION OF STREET LIGHTING MAINTENANCE ASSESSMENTS

NOTICE IS HEREBY GIVEN THAT ASSESSMENTS MAY BE LEVIED FOR THE COSTS OF MAINTENANCE AND ENERGY FOR ANY STREET LIGHTING FACILITIES INSTALLED WITH THIS SUBDIVISION. THE INITIAL BILLING MAY BE FOR A PERIOD OF UP TO THREE YEARS WITH SUBSEQUENT BILLINGS ANNUALLY. FOR FURTHER INFORMATION CALL THE BUREAU OF STREET LIGHTING AT (213) 847-6384.

CERTIFICATE OF SPECIAL ASSESSMENT

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES NONE OF THE LINES OF LOTS OR PARCELS OF THE SUBDIVISION SHOWN ON THIS SUBDIVISION MAP WILL DIVIDE ANY LAND SUBJECT TO ANY SPECIAL ASSESSMENT WHICH MAY BE PAID IN FULL.

DATE _____ 200__
CITY ENGINEER _____

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF THAT ALL PROVISIONS OF DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE, STATE OF CALIFORNIA, AND OF ALL LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE _____
CITY ENGINEER _____
I HEREBY CERTIFY THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.
DATE _____
ENGINEER OF SURVEYS _____

CERTIFICATE OF TITLE

I HEREBY CERTIFY THAT THERE IS ON FILE IN THE OFFICE OF THE CITY ENGINEER OF THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA A CERTIFICATE MADE BY THE FIDELITY NATIONAL TITLE COMPANY OF SAID CITY ORDER No. 9720897 DATED _____ 20__ CERTIFYING THAT IT APPEARS FROM THE RECORDS OF SAID CITY AND COUNTY THAT SUNCAL/DAYTON CANYON LLC, A DELAWARE LIMITED LIABILITY Co. AND FIDELITY NATIONAL TITLE COMPANY, A CALIFORNIA CORP.

ARE THE ONLY PERSONS WHOSE CONSENT IS REQUIRED FOR THE RECORDING OF THIS MAP BY LAW.
DATE _____ 200__
CITY ENGINEER _____

CERTIFICATE OF ACCEPTANCE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES APPROVED THIS MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL OFFERS OF DEDICATION SHOWN HEREON UNLESS OTHERWISE REJECTED, EXCEPT THOSE MARKED "FUTURE STREET", "FUTURE ALLEY" OR "FUTURE EASEMENT" PROVIDED THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS AN ACCEPTANCE OF ANY IMPROVEMENTS MADE IN OR UPON ANY STREET, ALLEY OR EASEMENT SHOWN ON THIS MAP.

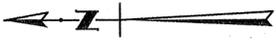
DATE _____ 200__
CITY CLERK

BY _____ DEPUTY

TRACT NO. 52866

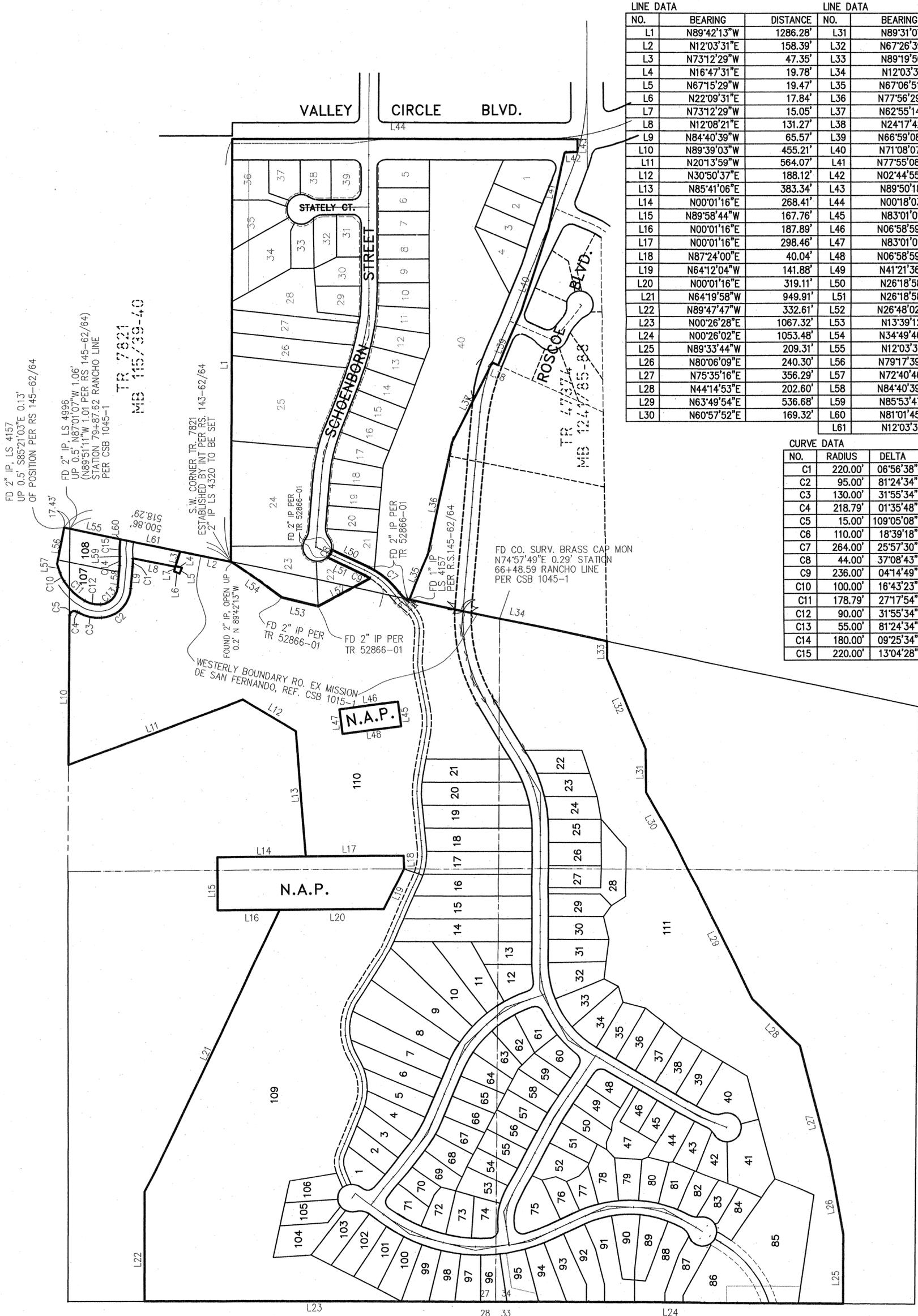
IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004



| LINE DATA | | | LINE DATA | | |
|-----------|-------------|----------|-----------|-------------|----------|
| NO. | BEARING | DISTANCE | NO. | BEARING | DISTANCE |
| L1 | N89°42'13"W | 1286.28' | L31 | N89°31'07"E | 132.19' |
| L2 | N12°03'31"E | 158.39' | L32 | N67°26'39"E | 299.15' |
| L3 | N73°12'29"W | 47.35' | L33 | N89°19'56"E | 52.94' |
| L4 | N16°47'31"E | 19.78' | L34 | N12°03'31"E | 613.95' |
| L5 | N67°15'29"W | 19.47' | L35 | N67°06'51"W | 148.81' |
| L6 | N22°09'31"E | 17.84' | L36 | N77°56'29"W | 351.80' |
| L7 | N73°12'29"W | 15.05' | L37 | N62°55'14"W | 272.76' |
| L8 | N12°08'21"E | 131.27' | L38 | N24°17'42"E | 19.94' |
| L9 | N84°40'39"W | 65.57' | L39 | N66°59'08"W | 182.45' |
| L10 | N89°39'03"W | 455.21' | L40 | N71°08'07"W | 245.11' |
| L11 | N20°13'59"W | 564.07' | L41 | N77°55'08"W | 244.79' |
| L12 | N30°50'37"E | 188.12' | L42 | N02°44'55"W | 38.61' |
| L13 | N85°41'06"E | 383.34' | L43 | N89°50'18"E | 40.00' |
| L14 | N00°01'16"E | 268.41' | L44 | N00°18'03"E | 1051.06' |
| L15 | N89°58'44"W | 167.76' | L45 | N83°01'01"E | 75.00' |
| L16 | N00°01'16"E | 187.89' | L46 | N06°58'59"W | 181.00' |
| L17 | N00°01'16"E | 298.46' | L47 | N83°01'01"E | 75.00' |
| L18 | N87°24'00"E | 40.04' | L48 | N06°58'59"W | 181.00' |
| L19 | N64°12'04"W | 141.88' | L49 | N41°21'36"W | 6.32' |
| L20 | N00°01'16"E | 319.11' | L50 | N26°18'58"E | 127.83' |
| L21 | N64°19'58"W | 949.91' | L51 | N26°18'58"E | 129.09' |
| L22 | N89°47'47"W | 332.61' | L52 | N26°48'02"W | 177.85' |
| L23 | N00°26'28"E | 1067.32' | L53 | N13°39'12"E | 113.75' |
| L24 | N00°26'02"E | 1053.48' | L54 | N34°49'40"E | 188.57' |
| L25 | N89°33'44"W | 209.31' | L55 | N12°03'31"E | 175.12' |
| L26 | N80°06'09"E | 240.30' | L56 | N79°17'39"W | 113.88' |
| L27 | N75°35'16"E | 356.29' | L57 | N72°40'46"E | 29.00' |
| L28 | N44°14'53"E | 202.60' | L58 | N84°40'39"W | 65.57' |
| L29 | N63°49'54"E | 536.68' | L59 | N85°53'47"E | 0.07' |
| L30 | N60°57'52"E | 169.32' | L60 | N81°01'45"W | 2.12' |
| | | | L61 | N12°03'31"E | 184.78' |

| CURVE DATA | | | | |
|------------|---------|------------|---------|--------|
| NO. | RADIUS | DELTA | ARC | TAN |
| C1 | 220.00' | 06°56'38" | 26.66' | 13.35' |
| C2 | 95.00' | 81°24'34" | 134.98' | 81.73' |
| C3 | 130.00' | 31°55'34" | 72.44' | 37.19' |
| C4 | 218.79' | 01°35'48" | 6.10' | 3.05' |
| C5 | 15.00' | 109°05'08" | 28.56' | 21.06' |
| C6 | 110.00' | 18°39'18" | 35.82' | 18.07' |
| C7 | 264.00' | 25°57'30" | 119.61' | 60.85' |
| C8 | 44.00' | 37°08'43" | 28.53' | 14.78' |
| C9 | 236.00' | 04°14'49" | 17.49' | 8.75' |
| C10 | 100.00' | 16°43'23" | 29.19' | 14.70' |
| C11 | 178.79' | 27°17'54" | 85.18' | 43.42' |
| C12 | 90.00' | 31°55'34" | 50.15' | 25.74' |
| C13 | 55.00' | 81°24'34" | 78.15' | 47.32' |
| C14 | 180.00' | 09°25'34" | 29.61' | 14.84' |
| C15 | 220.00' | 13°04'28" | 50.20' | 25.21' |



FD 2" IP, LS 4157
UP 0.5' S85°21'03"E 0.13'
OF POSITION PER RS 145-62/64

FD 2" IP, LS 4996
UP 0.5' N87°01'07"W 1.06'
(N89°51'11"W 1.01' PER RS 145-62/64)
STATION 79+87.62 RANCHO LINE
PER CSB 1045-1

TR 7821
MB 115/39-40

S.W. CORNER TR. 7821
ESTABLISHED BY INT. PER RS. 143-62/64
2" IP LS 4320 TO BE SET

FOUND 2" IP, OPEN UP
0.2' N 89°42'13"W

FD 2" IP PER TR 52866-01

FD 2" IP PER TR 52866-01

FD 2" IP PER TR 52866-01

FD 1" IP PER TR 52866-01

FD 1" IP PER TR 52866-01

FD CO. SURV. BRASS CAP MON
N74°57'49"E 0.29' STATION
66+48.59 RANCHO LINE
PER CSB 1045-1

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004

FD 2" IP, LS 4157
UP 0.5' S85°21'03"E 0.13'
OF POSITION PER RS 145-62/64

FD 2" IP, LS 4157
UP 587°01'07"W
106' (N 89°51'11"W
1.01 PER RS
145-62/64)
STATION 79+87.62
RANCHO LINE PER
CSB 1045-1

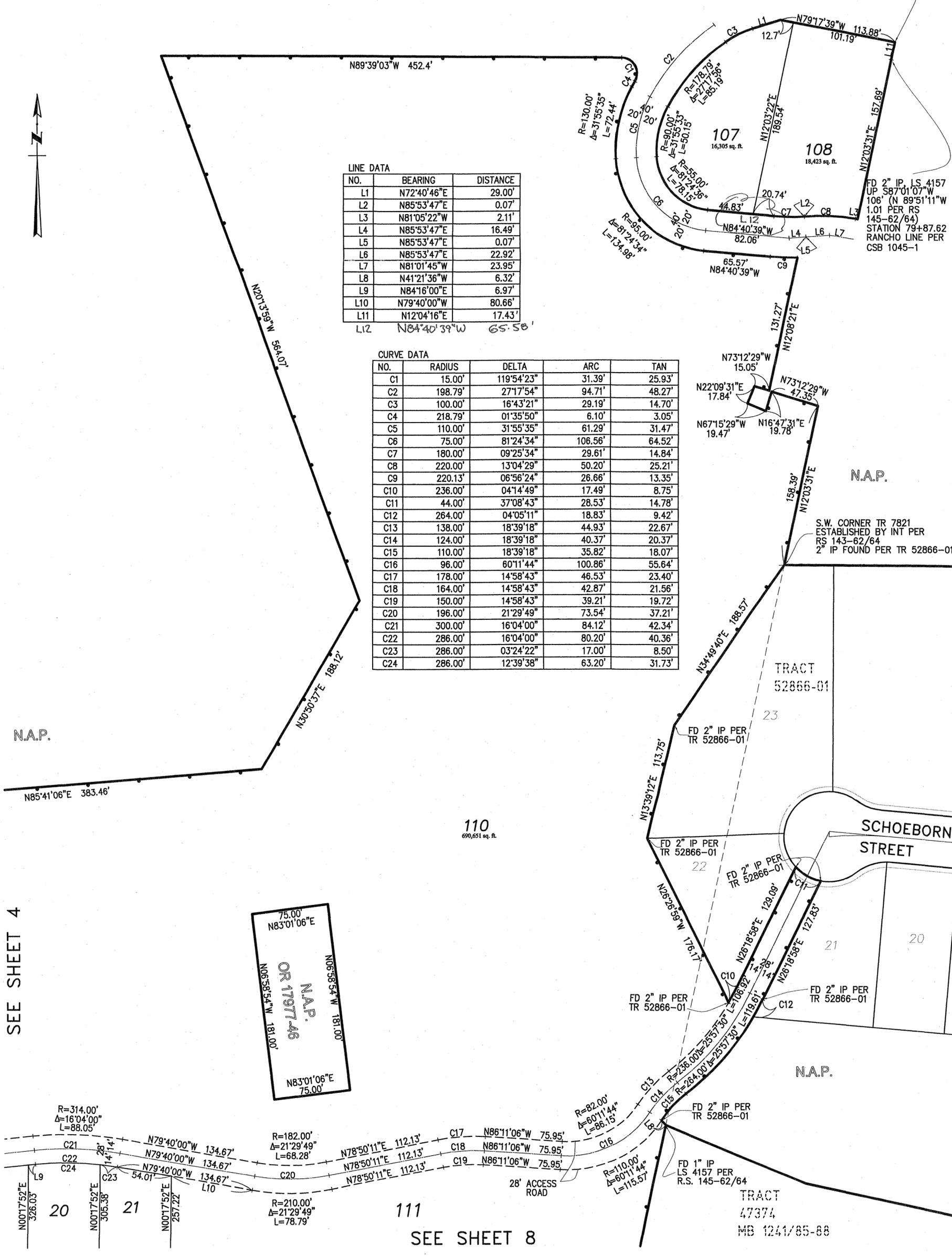
S.W. CORNER TR 7821
ESTABLISHED BY INT PER
RS 143-62/64
2" IP FOUND PER TR 52866-01

LINE DATA

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N72°40'46"E | 29.00' |
| L2 | N85°53'47"E | 0.07' |
| L3 | N81°05'22"W | 2.11' |
| L4 | N85°53'47"E | 16.49' |
| L5 | N85°53'47"E | 0.07' |
| L6 | N85°53'47"E | 22.92' |
| L7 | N81°01'45"W | 23.95' |
| L8 | N41°21'36"W | 6.32' |
| L9 | N84°16'00"E | 6.97' |
| L10 | N79°40'00"W | 80.66' |
| L11 | N12°04'16"E | 17.43' |
| L12 | N84°40'39"W | 65.56' |

CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|------------|---------|--------|
| C1 | 15.00' | 119°54'23" | 31.39' | 25.93' |
| C2 | 198.79' | 27°17'54" | 94.71' | 48.27' |
| C3 | 100.00' | 16°43'21" | 29.19' | 14.70' |
| C4 | 218.79' | 01°35'50" | 6.10' | 3.05' |
| C5 | 110.00' | 31°55'35" | 61.29' | 31.47' |
| C6 | 75.00' | 81°24'34" | 106.56' | 64.52' |
| C7 | 180.00' | 09°25'34" | 29.61' | 14.84' |
| C8 | 220.00' | 13°04'29" | 50.20' | 25.21' |
| C9 | 220.13' | 06°56'24" | 26.66' | 13.35' |
| C10 | 236.00' | 04°14'49" | 17.49' | 8.75' |
| C11 | 44.00' | 37°08'43" | 28.53' | 14.78' |
| C12 | 264.00' | 04°05'11" | 18.83' | 9.42' |
| C13 | 138.00' | 18°39'18" | 44.93' | 22.67' |
| C14 | 124.00' | 18°39'18" | 40.37' | 20.37' |
| C15 | 110.00' | 18°39'18" | 35.82' | 18.07' |
| C16 | 96.00' | 60°11'44" | 100.86' | 55.64' |
| C17 | 178.00' | 14°58'43" | 46.53' | 23.40' |
| C18 | 164.00' | 14°58'43" | 42.87' | 21.56' |
| C19 | 150.00' | 14°58'43" | 39.21' | 19.72' |
| C20 | 196.00' | 21°29'49" | 73.54' | 37.21' |
| C21 | 300.00' | 16°04'00" | 84.12' | 42.34' |
| C22 | 286.00' | 16°04'00" | 80.20' | 40.36' |
| C23 | 286.00' | 03°24'22" | 17.00' | 8.50' |
| C24 | 286.00' | 12°39'38" | 63.20' | 31.73' |



SEE SHEET 4



111
SEE SHEET 8

TRACT
47374
MB 1241/85-88

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004

CURVE DATA

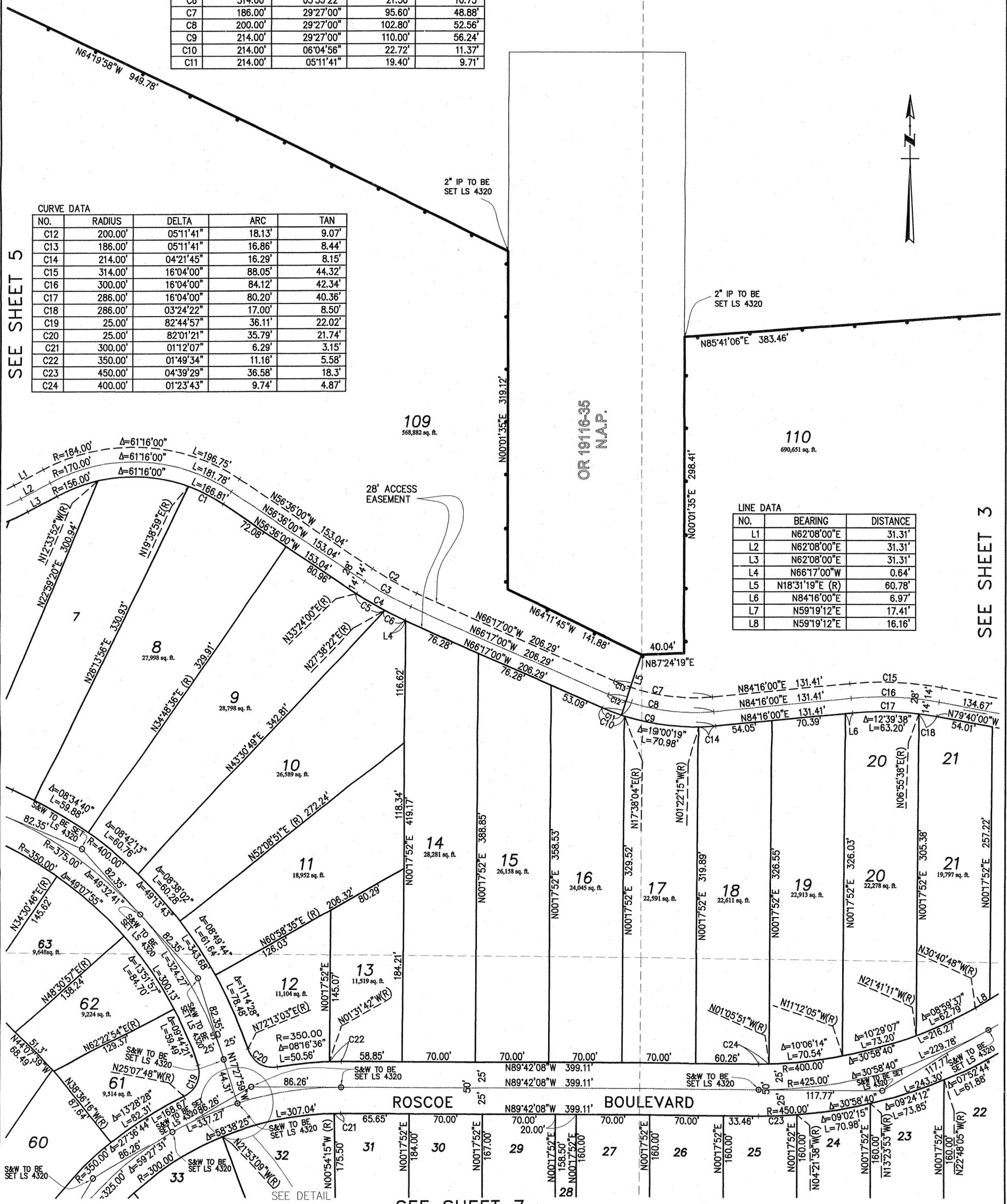
| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|---------|--------|
| C1 | 156.00' | 13°45'01" | 37.44' | 18.81' |
| C2 | 286.00' | 09°41'00" | 48.34' | 24.23' |
| C3 | 300.00' | 09°41'00" | 50.70' | 25.41' |
| C4 | 314.00' | 09°41'00" | 53.07' | 26.60' |
| C5 | 314.00' | 05°45'38" | 31.57' | 15.80' |
| C6 | 314.00' | 03°55'22" | 21.50' | 10.75' |
| C7 | 186.00' | 29°27'00" | 95.60' | 48.88' |
| C8 | 200.00' | 29°27'00" | 102.80' | 52.56' |
| C9 | 214.00' | 29°27'00" | 110.00' | 56.24' |
| C10 | 214.00' | 06°04'56" | 22.72' | 11.37' |
| C11 | 214.00' | 05°11'41" | 19.40' | 9.71' |

CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|--------|--------|
| C12 | 200.00' | 05°11'41" | 18.13' | 9.07' |
| C13 | 186.00' | 05°11'41" | 16.86' | 8.44' |
| C14 | 214.00' | 04°21'45" | 16.29' | 8.15' |
| C15 | 314.00' | 16°04'00" | 88.05' | 44.32' |
| C16 | 300.00' | 16°04'00" | 84.12' | 42.34' |
| C17 | 286.00' | 16°04'00" | 80.20' | 40.36' |
| C18 | 286.00' | 03°24'22" | 17.00' | 8.50' |
| C19 | 25.00' | 82°44'57" | 36.11' | 22.02' |
| C20 | 25.00' | 82°01'21" | 35.79' | 21.74' |
| C21 | 300.00' | 01°12'07" | 6.29' | 3.15' |
| C22 | 350.00' | 01°49'34" | 11.16' | 5.58' |
| C23 | 450.00' | 04°39'29" | 36.58' | 18.3' |
| C24 | 400.00' | 01°23'43" | 9.74' | 4.87' |

LINE DATA

| NO. | BEARING | DISTANCE |
|-----|---------------|----------|
| L1 | N62°08'00"E | 31.31' |
| L2 | N62°08'00"E | 31.31' |
| L3 | N62°08'00"E | 31.31' |
| L4 | N66°17'00"W | 0.64' |
| L5 | N18°31'19"(R) | 60.78' |
| L6 | N84°16'00"E | 6.97' |
| L7 | N59°19'12"E | 17.41' |
| L8 | N59°19'12"E | 16.16' |



SEE SHEET 5

SEE SHEET 3

SEE DETAIL SHEET 7

SEE SHEET 7

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004

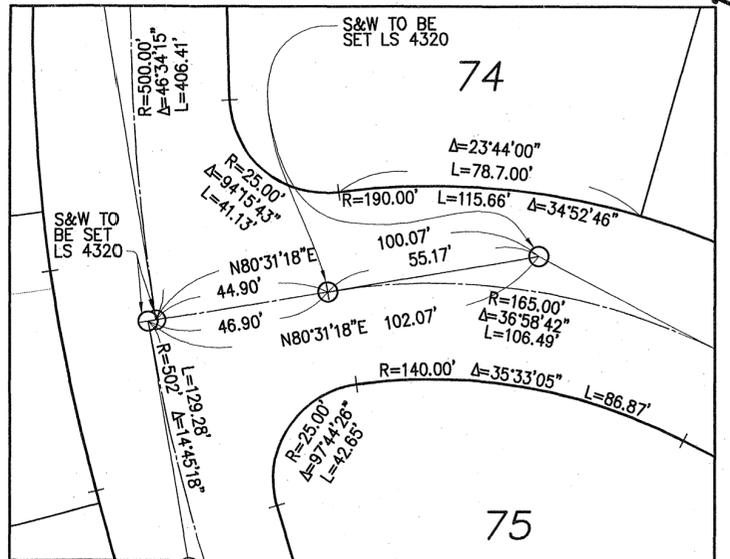
CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|---------|--------|
| C1 | 174.00' | 06°20'30" | 19.26' | 9.64' |
| C2 | 174.00' | 04°35'31" | 13.95' | 6.98' |
| C3 | 89.00' | 42°31'18" | 66.05' | 34.63' |
| C4 | 75.00' | 42°31'18" | 55.66' | 29.18' |
| C5 | 61.00' | 42°31'17" | 45.27' | 23.73' |
| C6 | 400.00' | 03°14'36" | 22.64' | 11.32' |
| C7 | 400.00' | 01°48'30" | 12.62' | 6.31' |
| C8 | 400.00' | 01°20'17" | 9.34' | 4.67' |
| C9 | 450.00' | 01°16'03" | 9.95' | 4.98' |
| C10 | 25.00' | 91°28'45" | 39.92' | 25.65' |
| C11 | 25.00' | 89°10'00" | 38.91' | 24.64' |
| C12 | 43.00' | 53°10'03" | 39.90' | 21.52' |
| C13 | 43.00' | 33°09'50" | 24.89' | 12.80' |
| C14 | 43.00' | 26°54'33" | 20.20' | 10.29' |
| C15 | 43.00' | 41°41'50" | 31.29' | 16.38' |
| C16 | 50.00' | 52°12'01" | 45.55' | 24.49' |
| C17 | 50.00' | 50°13'40" | 43.82' | 23.44' |
| C18 | 43.00' | 39°15'22" | 29.46' | 15.34' |
| C19 | 50.00' | 01°59'21" | 1.74' | 0.87' |
| C20 | 25.00' | 94°15'42" | 41.13' | 26.93' |
| C21 | 190.00' | 11°08'46" | 36.96' | 18.54' |
| C22 | 25.00' | 97°44'26" | 42.65' | 28.63' |
| C23 | 190.00' | 34°52'46" | 115.66' | 59.69' |
| C24 | 190.00' | 23°44'00" | 78.7' | 39.92' |
| C25 | 165.00' | 36°58'42" | 106.49' | 55.17' |
| C26 | 140.00' | 35°33'05" | 86.87' | 44.88' |
| C27 | 524.00' | 00°21'47" | 3.32' | 1.66' |

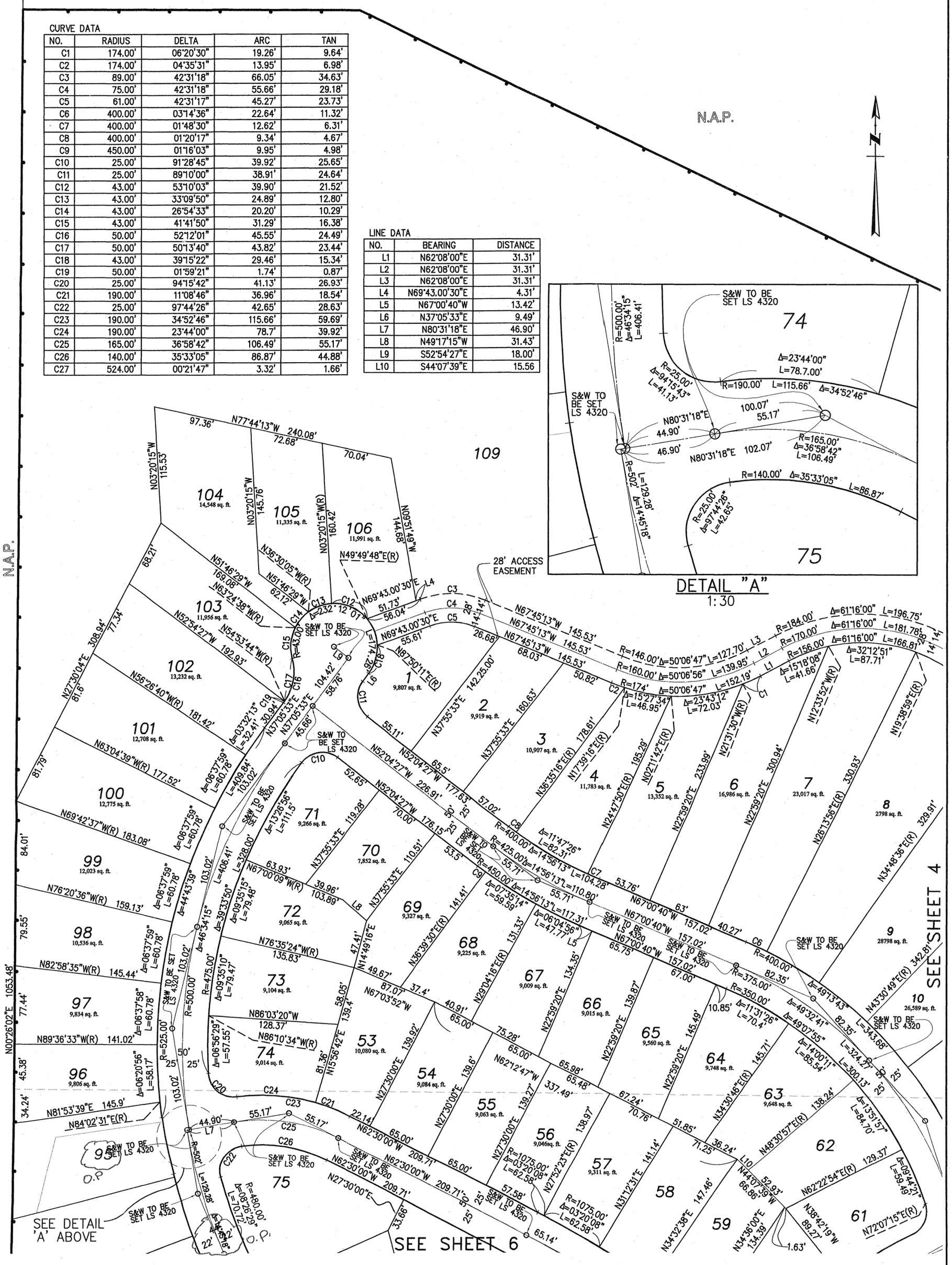
LINE DATA

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N62°08'00"E | 31.31' |
| L2 | N62°08'00"E | 31.31' |
| L3 | N62°08'00"E | 31.31' |
| L4 | N69°43'00"E | 4.31' |
| L5 | N67°00'40"W | 13.42' |
| L6 | N37°05'33"E | 9.49' |
| L7 | N80°31'18"E | 46.90' |
| L8 | N49°17'15"W | 31.43' |
| L9 | S52°54'27"E | 18.00' |
| L10 | S44°07'39"E | 15.56' |

N.A.P.



DETAIL "A"
1:30



SEE SHEET 4

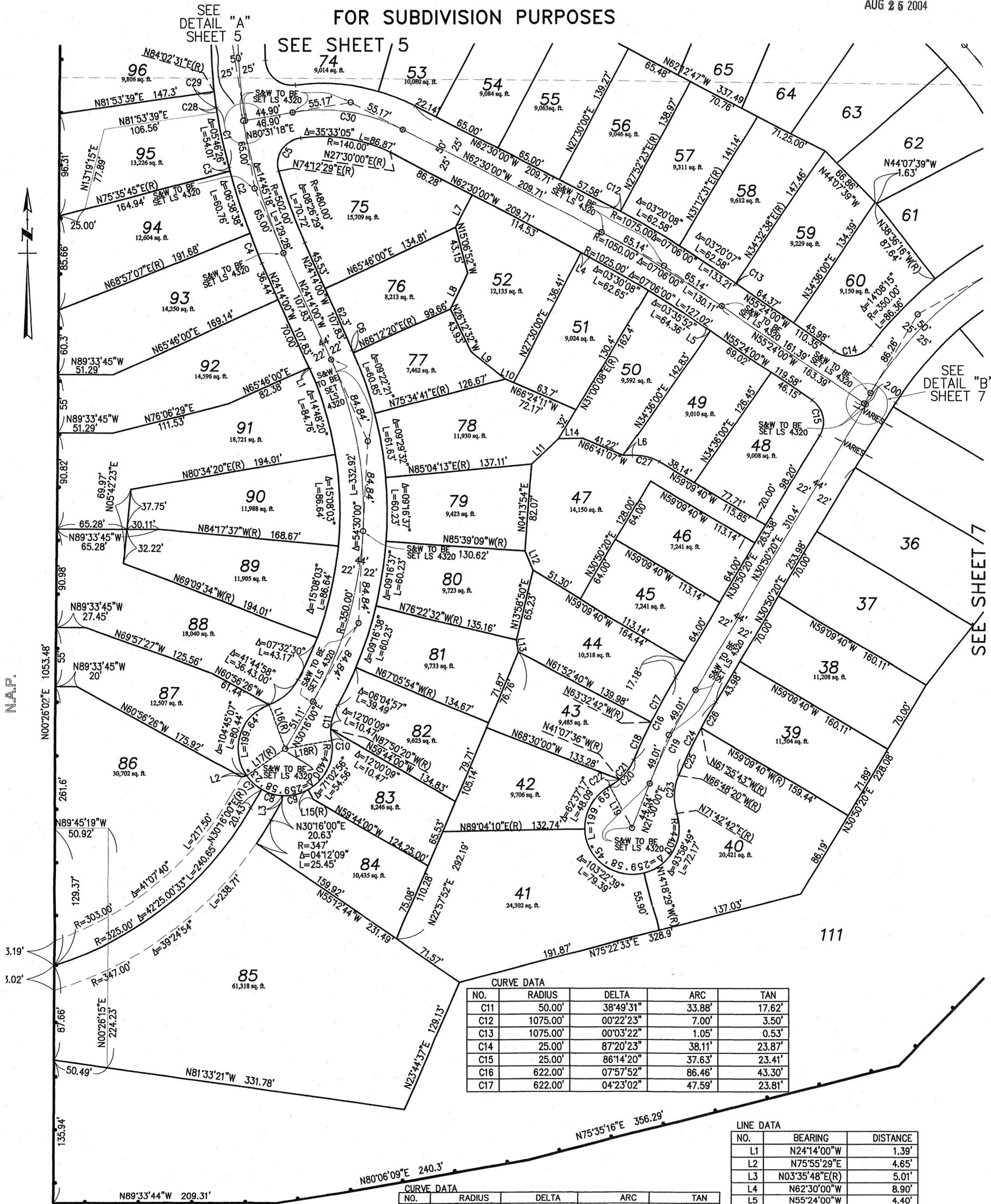
SEE DETAIL 'A' ABOVE

SEE SHEET 6

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004



CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|----------|-----------|--------|--------|
| C11 | 50.00' | 38°49'31" | 33.88' | 17.62' |
| C12 | 1075.00' | 00°22'23" | 7.00' | 3.50' |
| C13 | 1075.00' | 00°03'22" | 1.05' | 0.53' |
| C14 | 25.00' | 87°20'23" | 38.11' | 23.87' |
| C15 | 25.00' | 86°14'20" | 37.63' | 23.41' |
| C16 | 622.00' | 07°57'52" | 86.46' | 43.30' |
| C17 | 622.00' | 04°23'02" | 47.59' | 23.81' |

LINE DATA

| NO. | BEARING | DISTANCE |
|-----|----------------|----------|
| L1 | N24°14'00"W | 1.39' |
| L2 | N75°55'29"E | 4.65' |
| L3 | N03°35'48"E(R) | 5.01' |
| L4 | N62°30'00"W | 8.90' |
| L5 | N55°24'00"W | 4.40' |
| L6 | N89°51'24"W | 8.84' |
| L7 | N27°30'00"E | 33.66' |
| L8 | N26°18'57"E | 36.69' |
| L9 | N50°10'12"W | 41.65' |
| L10 | N66°24'11"W | 8.48' |
| L11 | N46°27'02"E | 35.02' |
| L12 | N22°28'24"W | 19.55' |
| L13 | N09°16'33"W | 11.68' |
| L14 | N88°31'03"E | 22.41' |
| L15 | N28°47'33"W(R) | 10.45' |
| L16 | N19°52'06"W(R) | 44.00' |
| L17 | N55°22'47"E(R) | 44.00' |
| L18 | N80°09'32"E(R) | 44.00' |
| L19 | N28°18'33"W(R) | 44.00' |

CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|--------|--------|
| C1 | 535.95' | 06°16'12" | 58.65' | 29.35' |
| C2 | 524.00' | 10°11'32" | 93.21' | 46.73' |
| C3 | 524.00' | 00°21'47" | 3.32' | 1.66' |
| C4 | 524.00' | 03°11'07" | 29.13' | 14.57' |
| C5 | 25.00' | 97°44'26" | 42.65' | 28.63' |
| C6 | 372.00' | 00°26'20" | 2.85' | 1.42' |
| C7 | 44.00' | 25°06'47" | 19.29' | 9.80' |
| C8 | 44.00' | 26°40'12" | 20.48' | 10.43' |
| C9 | 44.00' | 32°23'21" | 24.87' | 12.78' |
| C10 | 50.00' | 12°00'09" | 10.47' | 5.26' |

CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|---------|--------|
| C18 | 622.00' | 03°34'50" | 38.87' | 19.44' |
| C19 | 600.00' | 09°20'20" | 97.80' | 49.01' |
| C20 | 50.00' | 38°48'59" | 33.87' | 17.62' |
| C21 | 50.00' | 25°59'56" | 22.69' | 11.54' |
| C22 | 50.00' | 12°49'03" | 11.19' | 5.62' |
| C23 | 50.00' | 41°28'59" | 36.20' | 18.93' |
| C24 | 578.00' | 07°38'40" | 77.12' | 38.62' |
| C25 | 578.00' | 04°52'37" | 49.20' | 24.61' |
| C26 | 578.00' | 02°46'03" | 27.92' | 13.96' |
| C27 | 43.74' | 33°36'03" | 25.65' | 13.21' |
| C28 | 535.95' | 00°29'46" | 4.64' | 2.32' |
| C29 | 525.00' | 01°40'37" | 15.37' | 7.68' |
| C30 | 165.00' | 36°58'42" | 106.49' | 55.17' |

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

AUG 25 2004

SEE SHEET 6

SEE DETAIL

SEE SHEET 4

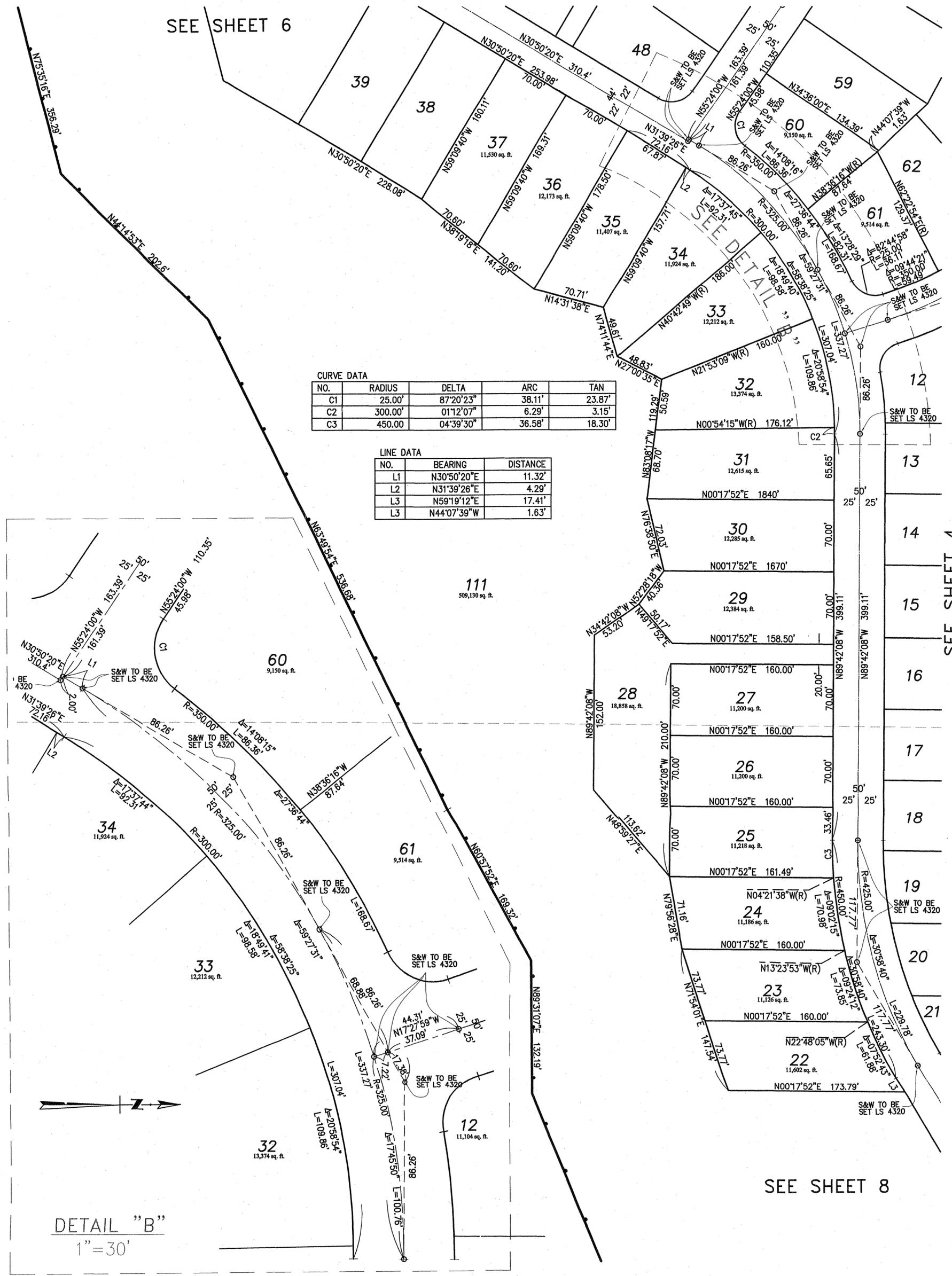
SEE SHEET 8

CURVE DATA

| NO. | RADIUS | DELTA | ARC | TAN |
|-----|---------|-----------|--------|--------|
| C1 | 25.00' | 87°20'23" | 38.11' | 23.87' |
| C2 | 300.00' | 01°12'07" | 6.29' | 3.15' |
| C3 | 450.00' | 04°39'30" | 36.58' | 18.30' |

LINE DATA

| NO. | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N30°50'20"E | 11.32' |
| L2 | N31°39'26"E | 4.29' |
| L3 | N59°19'12"E | 17.41' |
| L3 | N44°07'39"W | 1.63' |



DETAIL "B"
1"=30'

SCALE: 1"=60'

TRACT NO. 52866

IN THE CITY OF LOS ANGELES
STATE OF CALIFORNIA
FOR SUBDIVISION PURPOSES

SHEET 8 OF 8 SHEETS

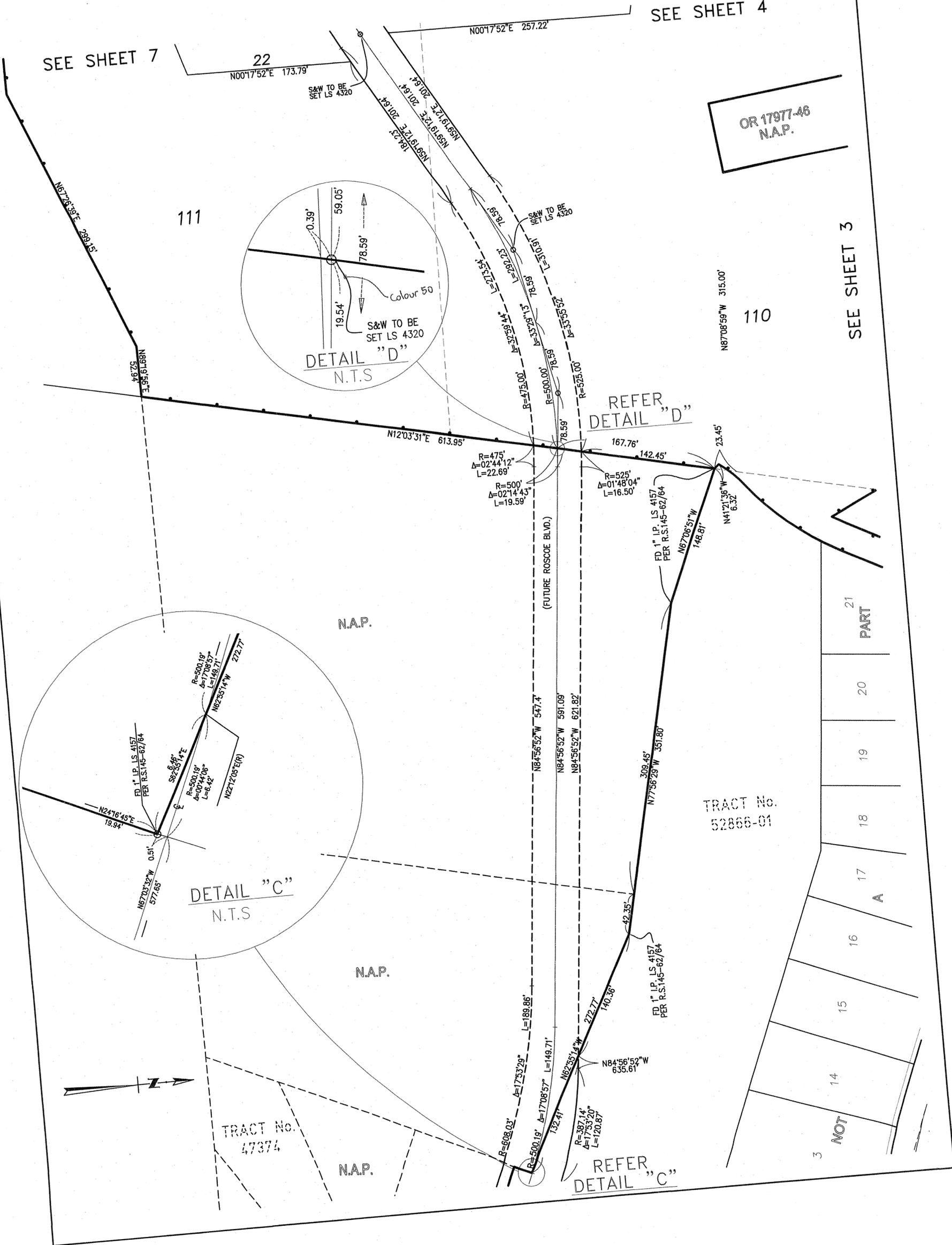
AUG 25 2004

SEE SHEET 7

SEE SHEET 4

OR 17977-46
N.A.P.

SEE SHEET 3



111

110

N.A.P.

N.A.P.

TRACT No.
47374

N.A.P.

TRACT No.
52866-01

21
PART

20

19

18

17
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3
NOT

REFER
DETAIL "D"

REFER
DETAIL "C"