

ORDINANCE NO. 1822

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA HABRA APPROVING DEVELOPMENT AGREEMENT 18-04 WITH BONANNI DEVELOPMENT FOR THE DEVELOPMENT OF 58-UNIT RESIDENTIAL CONDOMINIUM PROJECT AT 104-118 EAST ELECTRIC AVENUE AS PER ATTACHMENT "A."

The City Council of the City of La Habra does hereby resolve as follows:

- Section 1. The City Council does hereby find and determine that:
- a. California Government Code Section 65865 provides that any city may enter into a Development Agreement with any person having a legal authority or equitable interest in real property for the development of such property; and
 - b. The proposed project meets the objectives of the project proponent as listed in the Environmental Impact Report (EIR 18-01 (SCH #2019060214)) and ensures that certain improvements are implemented that promote the public health, safety and welfare of the community, and assures the developer of certainty in the development of the property; and
 - c. The Planning Commission of the City of La Habra has heretofore held a duly noticed public hearing, as required by law, on Development Agreement 18-04 for the properties constituting the sites located at 104-118 East Electric Avenue.
 - d. An Environmental Impact Report (EIR 18-01 (SCH #2019060214)) was considered by the Planning Commission with a recommendation that the City Council certify the document for construction of a proposed 58-unit residential condominium complex on the subject site, subject to Development Agreement 18-04; and
 - e. The Planning Commission of the City of La Habra recommended that the City Council adopt an ordinance approving Development Agreement 18-02 with Bonanni Development; and
- Section 2. Based upon the foregoing, the City Council of the City of La Habra adopts an ordinance approving Development Agreement 18-04 with Bonanni Development attached hereto as Attachment "A".
- Section 3. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the manner required by law. This Ordinance shall become effective thirty (30) days from and after its passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of La Habra held on 4th day of May, 2020.

Tom Beamish, Mayor

ATTEST:

Laurie Swindell, CMC
City Clerk

STATE OF CALIFORNIA }
CITY OF LA HABRA } ss
COUNTY OF ORANGE }

I, Laurie Swindell, CMC, City Clerk for the City of La Habra, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 1822 introduced at a regular meeting of the City Council of the City of La Habra held on the 20th day of April, 2020, and was thereafter adopted at a regular meeting held on the 4th day of May, 2020, by the following vote.

AYES: COUNCILMEMBERS: Beamish, Espinoza, Gomez, Medrano, Shaw
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

Said ordinance has been published or posted pursuant to law.

Witness my hand and the official seal of the City of La Habra this 4th day of May, 2020.

Laurie Swindell, CMC
City Clerk

DEVELOPMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of La Habra
City Clerk
110 East La Habra Blvd
La Habra, California 90631

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EXEMPT FROM FILING FEES CAL GOVERNMENT CODE § 27383

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF LA HABRA
a California municipal corporation

and

Bonanni Development, Inc.

TABLE OF CONTENTS

1.	Term.....	5
2.	Development of the Property.....	5
3.	Effect of Agreement.....	13
4.	Development Fees, Exactions and Dedications.....	16
5.	Standard of Review of Permits.....	18
6.	Priority.....	19
7.	Cooperation in Implementation.....	19
8.	Covenants and Restrictions.....	20
9.	Annual Review of Compliance with Agreement.....	21
10.	Default and Remedies.....	22
11.	Third Party Litigation.....	23
12.	Mortgage Protection.....	26
13.	Miscellaneous Provisions.....	27

EXHIBITS

A.	Legal Description of Property
B.	Plan Documents
C.	Tentative Tract Map
D.	Economic Impact Analysis
E.	Conditions of Approval
F.	Mitigation Monitoring and Reporting Program
G.	Parking Analysis
H.	Partial Assignment and Assumption Agreement
I.	Estoppel Certificate

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into this 4th day of May, 2020, by and between the City of La Habra, a California municipal corporation ("**City**") and Bonanni Development, Inc. ("**Owner**"). City and Owner shall be referred to within this Agreement as the "**Parties**".

Recitals

Owner and City enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are a substantive part of this Agreement:

A. California Government Code Sections 65864-65869.5 authorize a city to enter into a binding development agreement with persons having legal or equitable interests in real property located within a city's municipal boundaries. Among the purposes of a development agreement are providing certainty in the approval of development projects, and maximizing the efficient utilization of resources at the least cost to the public.

B. This Agreement pertains to the land consisting of four parcels of real property currently identified as 104 through 118 East Electric Avenue, in the City of La Habra, California (APNs 022-193-01 (30,056 SF), 022-193-02 (14,810 SF), 022-193-03 (16,223 SF), and 022-193-56 (52,245 SF)) as more specifically described in Exhibit "A" (collectively the "Owner Property").

C. The Owner intends to acquire the Owner Property (the "Property") and develop the Property as a residential project consisting of 58 residential condominium units, related common open space, and other affiliated facilities currently identified as the VOLARA project (the "**Project**" or "**Volara**"). .

C. In pursuit of the Project, Owner intends to submit certain developments plans including, but not limited to a Tentative Tract Map, attached hereto as Exhibit “C,” and documents related to buildings, access and parking facilities, landscaping, infrastructure improvements, all more particularly shown on the civil engineer and architecture plans (collectively the “Plan Documents”), attached hereto as Exhibit “B.” for the Project (the **“Plan Documents”**)

D. The City has conducted noticed public hearings before the City of La Habra Planning Commission (the **“Planning Commission”**) and La Habra City Council (**“City Council”**) as required by Government Code Section 65402 and 65867. The Planning Commission and City Council reviewed the Focused Environmental Impact Report (SCH #2019060214) pertaining to the Property (**“EIR”**) and determined that it complies with all of the requirements of the CEQA.

F. In conjunction with the approval of this Agreement the City Council approved the following actions: (i) certification of the Focused EIR (SCH #2019060214); (ii) approval of a General Plan Amendment approving the change of Land Use Designation for the eastern-most parcel (APN 022-193-56) from Light Industrial to Residential Multi-Family 1 pursuant to Ordinance No. 1819; (iii) approval of a Zone Change approving the change of zoning on the eastern-most parcel from M-1 Light Manufacturing to R-4 Multiple Family Dwelling and adding a Planned Unit Development (PUD) overlay to the entire project site pursuant to Ordinance No. 1820 ; (iv) approval of this Agreement pursuant to Ordinance No. 1822; (v) approval of the Ordinance No. 1821 adopting a Planned Unit Development Master Plan for **VOLARA**; and, (vi) approval of a Tentative Tract Map. Collectively the

approvals herein along with any other development approvals which may be necessary for construction of the Project referred to as the "Project Approvals".

H. Development of the Property in accordance with this Agreement will provide substantial benefits to the Owner and to the City by providing important public benefits and furthering important policies and goals of City and have been found to be fair, just and reasonable. This includes increasing housing units within the City to meet State housing goals, redeveloping a vacant and underutilized property, implementing the General Plan goals of providing adequate housing sites through land use and zoning, and increasing the City's property tax base. Additionally, benefits to the Owner include the acquisition of the 10,100 square foot portion of land formerly occupied by Electric Avenue, east of Euclid Street, to be used as part of the project, and the increase in land value upon the rezoning of the property to allow the construction of the residential units.

Agreement

NOW, THEREFORE, pursuant to the authority contained in Section 65864 of the California Government Code, and in consideration of Owner's agreement to provide to the City the extraordinary and significant public benefits described in this agreement and in addition, the mutual representations, covenants and promises above, the Parties hereto agree as follows:

1. Term.

1.1 Effective Date. The term ("**Term**") of this Agreement shall commence on the date of execution of this Agreement by both parties (the "**Effective Date**"), and shall continue until the earlier to occur of (1) ten (10) years after the Effective Date, or (2) the issuance of a Certificate of Occupancy for the Project, unless sooner

terminated or extended as hereinafter provided.

1.2 Expiration. Following expiration of the Term or any extension, or if sooner terminated pursuant to the terms hereof, this Agreement shall have no force and effect, excepting such obligations of Owner and City as are expressly set forth in this Agreement as surviving expiration or termination of this Agreement. The expiration of this Agreement shall not constitute termination of any land use entitlements approved for the Property except that Land use entitlements shall expire for any portions of the project not completed within the Term of this Agreement. Upon the expiration of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such expiration or with respect to any uncured Default in the performance of the provisions of this Agreement or with respect to any obligations that are specifically set forth as surviving this Agreement.

2. Development of the Property.

2.1 Property. The Property that is the subject of this Agreement is that certain real property described in Exhibit A attached hereto.

2.2 Binding Covenants; Assignment. It is intended and agreed that the provisions of this Agreement shall constitute covenants that shall run with the Property, and the benefits and burdens hereof shall bind and inure to all successors in interest to the Parties hereto. City agrees that Owner may, at any time after maintaining an ownership interest in the Project for a period of five (5) years after the Effective Date, assign, convey, lease, sell or otherwise transfer the rights under this Agreement corresponding to any portion of the Property and/or

any approvals related thereto (“**Assignable Rights**”) to a third party, or an Affiliate (each an “**Assignment**”), provided that any Assignment shall be subject to execution of the assignment agreement substantially in the form attached hereto as Exhibit H. In the case of an Assignment to a third party as opposed to an Affiliate of Owner, such Assignment shall be subject to the prior approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. City shall have the right to base its consent to any assignment hereunder upon such factors and considerations as City reasonably deems relevant or material to the proposed assignment and the development of the Project, including, without limitation (i) the proposed assignee’s financial condition and ability to properly and successfully meet the obligations of Owner hereunder; and (ii) the proposed assignee’s reputation and experience in the development and management of projects similar to the Project and (iii) the commitment to comply with all conditions of approval, the mitigation monitoring program, if any, and conditions identified within this agreement. Upon any such Assignment, the assignor shall be released and discharged of any further obligations under this Agreement arising after the date of such assignment and the Assignee shall thereafter be subject to the Owner’s obligations under this Agreement. The City shall respond to any request for approval of an assignment within sixty (60) days after delivery of written request therefor by Owner. In the event City fails to respond within said 60-day period, Owner shall send a second notice to City. If City fails to respond within ten (10) days after the delivery of the second notice, City shall be deemed to have approved such request for assignment. “**Affiliate**” shall mean any entity that, directly or

indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, Owner. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any entity, whether through the ownership of voting securities, by contract or otherwise.

2.3 Life of Project Approvals. Pursuant to Government Code Section 66452.6(a), notwithstanding any expiration of the Project Approvals under other provisions of California (the “**State**”) law or the La Habra Municipal Code (“**Municipal Code**”), the duration of all Project Approvals shall automatically be extended to and until the end of the Term of this Agreement or any extension thereof; provided that the Vested Elements (as defined below) secured by Owner under this Agreement shall have a life no greater than the Term of this Agreement, and any extension thereof.

2.4 Vested Elements. The permitted uses of the Property, the maximum density and intensity of use, the maximum heights, locations, numbers and gross square footage of the proposed buildings, the provisions for vehicular access and parking, reservation or dedication of land for public purposes, any fees in-lieu thereof, provisions of Owner’s contributions to the City’s efforts to provide additional park land or park improvements within the City and the items set forth below, all as may be limited, supplemented or amended by this Agreement and the Project Approvals, shall each be vested and are referred to herein as the “**Vested Elements**”. In addition to the foregoing, other terms and conditions of development applicable to the Project are set forth in the following documents as

they exist as of the Effective Date (or as of the date issued, if a subsequent approval under (f) below), and shall be considered part of the Vested Elements:

(a) The General Plan, current as of the Effective Date, the terms and conditions of which are incorporated herein by this reference;

(b) The Municipal Code, current as of the Effective Date,

(c) The Planned Unit Development Master Plan for **VOLARA** by adoption of Ordinance No. 1821 on May 4, 2020;

(d) The Plan Documents, Tentative Tract Map, and the Conditions of Approval set forth in Exhibit E ("**Conditions of Approval**") imposed thereon;

(e) All other applicable City plans, policies, programs, regulations, ordinances, and resolutions of the City in effect as of the Effective Date, which regulate development of the Property and implementation of the Project, and which are not inconsistent with the terms of this Agreement ("**Other Regulations**").

(f) Any permits and/or subsequent approvals issued after the Effective Date, which are needed for the implementation and development of the Project or may be required under the Project Approvals. This includes but is not limited to the Final Tract Map or lot line adjustments (if any), site and architectural review, demolition permits, building permits, grading permits, and infrastructure improvement plans, processed in accordance with the terms of this Agreement. Upon approval, such subsequent approvals shall be automatically incorporated into this Agreement and vested hereby, except that subsequent approvals shall be subject to the terms of such permits or approvals as then-issued and shall be subject to the applicable timeframes as contained within this agreement.

2.5 Permitted Uses. The permitted uses for the Property are as follows: a “for-sale” multi-family residential project (condominiums) consisting of 58 residential dwelling units and all improvements appurtenant thereto, including a minimum of 181 parking spaces, pursuant to the Parking Analysis prepared by K2 Traffic Engineering, Inc., dated September 12, 2019 attached hereto as Exhibit G approved by the City of La Habra; and, pursuant to the Focused Environmental Impact Report (SCH #2019060214) and Mitigation Monitoring and Reporting Program prepared by Blodgett Baylosis Environmental Planning and dated January 22, 2020, attached hereto as Exhibit F, approved by the City of La Habra; and public and private infrastructure; all of which must be implemented in accordance with the applicable Plan Documents and the Conditions of Approval.

2.6 Present Right to Develop. Subject to Owner’s fulfillment of the provisions of this Agreement, the Plan Documents, the Project Approvals and the Conditions of Approval, the City hereby grants to Owner the present vested right to develop the Project and construct on the Property all the improvements authorized by, and in accordance with this Agreement and the Vested Elements, including, without limitation, the terms of the Plan Documents and the Project Approvals. To the extent permitted by law, no future modification (including by later-adopted initiative and/or referendum) of the General Plan, Municipal Code, Other Regulations, ordinances, policies or regulations that purport to (i) limit the rate or timing of development, size of buildings or other improvements (including developable square footage), or amount of development of the portions of the Project to be built; or (ii) impose or increase any fees, taxes, assessments, charges or other

exactions or conditions upon development, occupancy or use of the Property, other than as provided in the Plan Documents or Conditions of Approval or other Approval or pursuant to Sections 2.8, 3.2 or 4.1 of this Agreement, shall apply to the Property; provided, however, that nothing in this Agreement shall prevent or preclude City from adopting any duly authorized fees or land use regulations or amendments thereto, expressly permitted in Section 3.2 of this Agreement.

2.7 Timing of Improvements. Owner may implement the Plan Documents, if at all, in phases in Owner's sole and absolute discretion. It is the Parties' specific intent that this Agreement shall prevail over any later-adopted, general initiative or moratorium that might otherwise have the effect of restricting or limiting the timing of development of the Project, and that Owner shall have the right to develop the Project at such time as Owner deems appropriate within the exercise of its subjective business judgment; and no annual (or other) later-adopted or approved limit, moratoria, or other limitation upon the number of, or phasing or pacing of, buildings which may be constructed, or building permits which may be obtained, or the like shall apply to the Project within the Term of this Agreement.

2.8 Agreement and Comprehensive Plan Documents. The Parties acknowledge that, except as specifically set forth herein, this Agreement, the Plan Documents, the Mitigation Monitoring and Reporting Program, as set forth in Exhibit F attached hereto (the "**Mitigation and Monitoring Reporting Program**") and the Conditions of Approval and the other Project Approvals set forth a comprehensive schedule of all development terms and conditions, development mitigation measures and fees, special assessments, special taxes, exactions, fees

in-lieu, charges and dedications required in the public interest to be contributed, paid or constructed due to development of the Property as defined in the Plan Documents. All fees referred to herein shall be fixed and not subject to increase, and shall further be limited in the manner specified in Sections 3.2 or 4.1, respectively.

2.9 Design of On-Site and Off-Site Improvements. The design review approvals described in the Plan Documents provide the final architectural and design review approval by the City. The Plan Documents, Mitigation and Monitoring and Reporting Program, Conditions of Approval, Project Approvals and all improvement plans prepared in accordance thereof, shall govern the design and scope of all on-site and off-site improvements benefiting or to be constructed on the Property, including all street widths and dedications.

2.10 Development of the Site. In consideration for the City entering into this Agreement, upon Owner's election to commence development of the Project, if at all, Owner agrees to perform all of its obligations contained in this Agreement in the time and manner set out in this Agreement and the Plan Documents, Mitigation Monitoring and Reporting Program, Project Approvals and Conditions of Approval.

2.11 Building Standards. Owner hereby agrees that the Project will be built to the Standards set forth in the building codes in effect at the time of submission of Owner's construction documents. Should building permits be allowed to expire, the Owner shall submit plans to the City that comply with the Building Code in effect at the time of resubmittal for the reissuance of building permits and subject to the fees in place at the time of resubmittal.

3. **Effect of Agreement.**

3.1 Subsequent State or Federal Laws or Regulations. As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Project of changes in State or federal laws or regulations (“**Changes in the Law**”). In the event Changes in the Law prevent or preclude compliance with one or more material provisions of this Agreement, Owner or City may request that such material provisions be modified or suspended, or performance delayed as may be necessary to comply with Changes in the Law, and City may take such action as it reasonably deems necessary to be consistent with the intent of this Agreement. Compliance to a request made under this Section 3.1 shall not be unreasonably withheld, conditioned, or delayed.

3.2 Changes to Existing Regulations. Changes to the Vested Elements, including such changes adopted by the electorate through the powers of initiative or otherwise, shall not apply to the development, occupancy and use of the Property, excepting the following which shall apply:

(a) Subject to Section 4 herein, changes to City regulations, ordinances, policies, programs, resolutions, fees, the General Plan, and Other Regulations adopted after the Effective Date that are not in conflict with the Vested Elements and the terms and conditions for development of the Property established by this Agreement, or otherwise applicable regulations existing as of the Effective Date.

(b) A fee, tax, assessment or other exaction imposed on the development, occupancy or use of the Property if it is not (i) a new fee, tax, assessment or other exaction, or (ii) an increase in an existing fee, tax,

assessment or other exaction that exceeds the amount permitted pursuant to Section 4 below.

(c) Any law, regulation or policy which would otherwise be conflicting City law, but through this Agreement or by later separate document, application to the Property has been consented to in writing by the Owner.

3.3 Further Reviews. Owner acknowledges that existing land use regulations, the Vested Elements and this Agreement contemplate the possibility of further reviews of elements of portions of the Project by the City. Nothing in this Agreement shall be deemed to limit the legal authority of City with respect to these reviews as provided by, and otherwise consistent with, this Agreement. In no event shall such further review by City revisit the Plan Documents, Conditions of Approval or the other Project Approvals, or be conditioned on or require any change in the Project except as expressly provided in the Plan Documents, Conditions of Approval or this Agreement unless changes are made to the Plan Documents not reviewed by the Planning Commission and/or the City Council.

3.4 Local Rules. Future development on the Property shall be subject to all the official rules, regulations and policies of the City which govern uses, architectural design, landscaping, public improvements and construction standards, and which are contained in the Plan Documents or are in effect as of the Effective Date (collectively, "**Local Rules**"), with the exception that revisions or amendments to the Local Rules necessary to address a change in condition occurring after the Effective Date which threatens the public health or fire and life-safety of the residents of the Project and/or the immediate community, shall apply as though

the rules were in effect as of the Effective Date unless project modifications are proposed that deviate from the approved plans as approved by the City Council. Notwithstanding any other provision of this Agreement, and without limitation as to any other exceptions contained in this Agreement, City shall retain the authority to take the following actions, so long as such action is applied on a City-wide basis as to similarly situated projects:

- (a) Adopt and apply property transfer taxes and/or excise taxes;
- (b) Adopt and apply utility charges;
- (c) Adopt updates to building and/or fire codes;
- (d) Maintain the right of voters to act by initiative or referendum, but only

to the extent that the initiative or referendum does not affect or interfere with any Vested Elements acquired by the Owner in this Agreement, except as referendum is provided for in California Government Code Section 65867.5 (a); and

- (e) Take other actions not inconsistent with the Vested Elements or expressly prohibited by the terms or provisions of this Agreement.

3.5 Future Exercise of Discretion by City. This Agreement shall not be construed to limit the authority or obligation of City to hold necessary public hearings, or, except as expressly provided herein, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances or laws which require the exercise of discretion by City or any of its officers or officials. Except as provided herein, this Agreement shall not prevent City from applying new rules, regulations and policies, or from conditioning future Project development approval applications on new rules, regulations and policies that do

not conflict with the terms of the Project Approvals, the Vested Elements, or this Agreement.

4. Development Fees, Exactions and Dedications.

The fees, assessments, taxes, exactions and dedications (collectively “Fees”) payable due to the development, build out, occupancy and/or use of the Property pursuant to this Agreement shall be exclusively those set forth in the Project Approvals, Conditions of Approval and the Plan Documents and as specified in this Agreement and the fee schedule in place at the time of project approval.

4.1 Processing Fees. Processing fees, including without limitation Building Permit fees (“**Processing Fees**”), may be increased if the increase is applicable Citywide and reflects the reasonable cost to City of performing the administrative processing or other service for which the particular Processing Fee is charged. New Processing Fees may be imposed if the new Processing Fees apply to all similarly situated projects or works within the City and if the application of these Processing Fees to the Property is prospective only. Processing Fees shall be due and payable upon submittal and/or the issuance of the appropriate permits as customarily charged for such services. Owner shall reimburse City for reasonable staff overtime expenses incurred by City in processing review, approval, inspection and completion of the Project provided that such overtime expenses are (a) reasonably necessary for the completion of the Project in accordance with Owner’s schedule, if and to the extent Owner’s schedule requires action sooner than the mandated deadlines for such actions by the City; and (b) applied to Owner in the same manner as similarly situated project applicants.

4.2 Dedications. Owner shall offer to dedicate to City, upon request by City, all portions of the Property designated in the Conditions of Approval for public easements, streets, or public areas.

4.3 Contributions to City-Wide Enhancements. As further consideration for the City entering into this Agreement, and as significant public benefits to the City and its residents, Owner agrees to participate to the extent hereinafter specifically described in the City's efforts to provide additional parks, recreational areas, and improvements to existing park facilities within the City:

(a) Contribution to Open Space, Recreation and Parks. In order to alleviate any effect of the Project upon public parks and recreational areas within the City, Owner agrees to construct within the Property, and as part of the Project, open space and recreational amenities (includes common open spaces within the project), as more particularly described and depicted in the Plan Documents, and incorporated herein ("**Park Contribution**"). Additionally, the Owner shall pay all applicable City of La Habra Park Development Fee to mitigate the potential impacts on local recreational facilities and recreation services as required by Chapter 15.48 "RESIDENTIAL BUILDING FEES" of the La Habra Municipal Code. Completion of the on-site Recreational Amenities and payment of the park fees shall constitute Owner's sole and complete obligation to the City for the Project with respect to alleviating any effect of the occupancy and use of the Project upon public parks and recreational areas within the City. The parties acknowledge that Owner's completion of the Park Contribution and the construction of the Recreational Amenities provide significant public benefits to the City and its

residents with respect to the use and availability of parks and recreational areas, and is a material inducement to the City in entering into this Agreement.

(b) Contribution to Public Art. The Owner shall design and install artwork in a public place on or in the vicinity of the project site, as approved by the Community Services Commission prior to issuance of a Certificate of Occupancy. The cost or value of such work shall equal or exceed one percent (1%) of the project cost, as determined by the Chief Building Official, which constitutes the cost of all construction, however, not the cost of purchasing the land. In-lieu of acquiring and installing artwork, the project Applicant may contribute an amount equal to one percent (1%) of the project cost to the Public Arts Fund prior to the issuance of building permits.

(c) Affordable Housing. Owner agrees to contribute to the costs of providing for affordable units, as required to mitigate impacts of the State's Regional Housing Needs Assessment. Owner agrees to provide a contribution of \$10,000 per unit, totaling \$580,000, to mitigate the impacts of the lack of affordable units in the City of La Habra. City's approval of development of the Property is in reliance upon, and in consideration of, Owner's agreement to make contributions toward the cost of providing affordable housing units as provided to mitigate the impacts of development of the Property pursuant to this Agreement.

5. Standard of Review of Permits.

All permits ("Permits") required of Owner to develop the Property, including but not limited to (i) encroachment permits, (ii) road construction permits, (iii) infrastructure permits, (iv) grading permits, (v) building permits, (vi) fire permits, and (vii)

Certificates of Occupancy, shall be issued by City after City's review and approval of Owner's development plans, provided that City's review of the applications is limited to determining whether the following conditions are met:

(a) The application is complete; and,

(b) The application demonstrates that Owner has complied with this Agreement, the Plan Documents, the Mitigation Monitoring and Reporting Program, the Conditions of Approval, Project Approvals and the applicable Local Rules.

6. Priority.

In the event of conflict between the General Plan, this Agreement, the Municipal Code, Other Regulations and Local Rules, all as they exist on the Effective Date, the Parties agree that the following sequence establishing the relative priority of each item: (1) the General Plan, as existing on the Effective Date; (2) the Mitigation Monitoring and Reporting Program; (2) Building and Fire Codes (3) this Agreement;; (4) the Project Approvals, (5) the Plan Documents; and (6) the Municipal Code, Other Regulations and Local Rules.

7. Cooperation in Implementation.

Upon Owner's or Owner's assignees satisfactory completion of all required preliminary actions provided in the Plan Documents, and payment of required fees, if any, City shall proceed in a reasonable and expeditious manner, in compliance with the deadlines mandated by applicable agreements, statutes or ordinances, to complete all steps necessary for implementation of this Agreement and development of the Property in accordance with the Plan Documents, including the

following actions:

(a) Scheduling any required public hearings by the Planning Commission and City Council; and,

(b) Processing and checking all maps, plans, land use and architectural review permits, building plans and specifications and other plans relating to development of the Property filed by Owner as necessary for complete development of the Property. Owner, in a timely manner, shall provide City with all documents, applications, plans and other information necessary for the City to carry out its obligations hereunder and to cause City's planners, engineers and all other consultants to submit in a timely manner all necessary materials and documents. It is the Parties' express intent to cooperate with one another and diligently work to implement all land use and building approvals for development of the Property in accordance with the Plan Documents and other Approvals and the terms hereof. At Owner's request and sole expense, City shall retain outside building consultants to review plans or otherwise assist City's efforts in order to expedite City processing of approvals, consents, rights of entry, or encroachment permits, needed for development of the Project or any other on or offsite improvements.

8. Covenants and Restrictions

8.1 Owner shall prepare Conditions, Covenants, and Restrictions (CCRs), in a form approved by the City Attorney and at Owner's cost for such review and approval by the City Attorney and Director of Community and Economic Development, upon each individual residential unit, prior to or in conjunction with

the sale of such individual unit. The CCRs shall be recorded prior to the sale of any units.

9. Annual Review of Compliance with Agreement.

9.1 City shall review this Agreement once during every twelve (12) month period following the Effective Date for compliance with the terms of this Agreement as provided in Government Code Section 65865.1. Owner or successor shall pay City a reasonable fee in an amount City may reasonably establish from time to time to cover the actual and necessary costs for the annual review.

9.1.1 During each annual review by City, Owner is required to demonstrate good faith compliance with the terms of the Agreement. Owner shall submit a report describing its compliance with the Agreement in the preceding year and further agrees to furnish such evidence of good faith compliance as City, in the reasonable exercise of its discretion, may require, within thirty (30) days after the City's written request therefor.

9.1.2 The City Council shall conduct a duly noticed hearing and shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied with the terms of this Agreement. If the City Council finds that the Owner has so complied, the annual review shall be concluded. If the City Council finds, on the basis of substantial evidence, that Owner has not so complied after the expiration of the notice and cure period set forth below, the City Council may terminate the Agreement, or require the Owner to come into compliance with the Agreement as set forth in Section 10 below; provided however that a notice and cure period shall not be required if (i) the failure to comply is material, (ii) was

previously noticed to Owner in prior annual reviews, and (iii) (a) after notice in connection with such prior review, Owner did not timely or sufficiently cure such failure to comply, or (b) even if Owner attempted to timely and sufficiently cure such default, the same failure to comply has occurred on two or more prior occasions.

10. Default and Remedies

10.1 General Provisions. In the event of any default, breach, or violation of the terms of this Agreement ("**Default**"), the Party alleging a Default shall give the other Party a written Notice of Default, which notice shall specify the nature of the alleged Default. The defaulting party shall have a period of thirty (30) days to cure such Default; provided, however, that such period shall be extended to the extent that such Default cannot reasonably be cured within thirty (30) days so long as the defaulting party commences to cure such default within such 30-day period and thereafter diligently pursues the same to completion (the "**Cure Period**"). During the Cure Period, the Party charged shall not be subject to the exercise of remedies under this Agreement, and if the alleged Default is cured within the Cure Period, then no remedies shall be available with respect to such Default, except as set forth in 9.1.2. If the Default is not cured within the Cure Period specified in the Notice of Default, then the non-defaulting party may exercise the remedies set forth in the balance of this Section 10 below or in 9.1.2, if applicable.

10.2 Termination of Agreement for Default. The validity of any termination may be judicially challenged by Owner. Any such judicial challenge must be brought

within sixty (60) days of service on Owner, by first class mail, postage prepaid, of written notice of termination by City.

10.3 Other Remedies for Default. If a Default is not cured within the Cure Period, the non-defaulting Party may immediately terminate this Agreement or institute legal proceedings to enforce the provisions thereof. The non-defaulting Party shall be entitled to seek any and all remedies at law or in equity, as limited herein, in the event of an uncured Default under this Agreement or Default if cure is not required.

10.4 Waiver. Failure or delay in giving Notice of Default shall not waive a Party's right to give future Notice of the same or any other Default.

11. Third Party Litigation

11.1 Third Party Litigation Concerning Agreement. Owner shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless City, its agents, officers and employees from any claim, action or proceeding against City, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement or the approval of any permit granted pursuant to this Agreement, or to challenge the City's compliance with the provisions of CEQA. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense of such claim.

The Parties shall reasonably cooperate with each other in defending any such litigation. Owner shall pay any attorneys' fees awarded against the City or Owner, or both, resulting from that cause of action. Owner shall be entitled to any award of attorneys' fees arising out of such action.

Notwithstanding the foregoing, Owner shall not be required to indemnify the City against any claims arising out of the gross negligence or willful misconduct of the City or any of its agents or employees.

11.2 Environmental Indemnity. Owner shall defend, indemnify and hold City, its officers, agents, employees, and independent contractors free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project in violation of Environmental Laws. As used herein, "**Hazardous Substance**" shall mean any substances or materials which are regulated as hazardous or toxic under Environmental Laws. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any hazardous or toxic substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("**RCRA**"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. To the extent that Owner is or may be entitled to defense or indemnification from any predecessor in interest in connection with the presence of any such Hazardous Substances on the Property,

as part of its Purchase Agreement or otherwise, Owner shall also assert any such defenses or indemnification rights on behalf of City, its officers, agents, employees, and independent contractors. Owner's obligation to defend, indemnify and hold harmless City and its officers, employees, agents or independent contractors from any claims or liability in connection with or arising from the presence of any Hazardous Substance on the Property or any portion thereof shall be limited to claims resulting from the actions of Owner or otherwise occurring during Owner's ownership of the Property, and Owner's obligation hereunder shall survive the termination of this Development Agreement. Notwithstanding the foregoing, Owner shall not be required to indemnify the City for the sole active negligence or willful misconduct of the City. Owner's obligation to indemnify shall survive expiration or earlier termination of this Agreement, provided that the City can prove that the existence of the Hazardous Substance[s] on the Property did not exist prior to the date of execution of this Agreement.

11.3 Challenge to Entitlements. By accepting the benefits of this Agreement, Owner, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge the Project Approvals or any City ordinance or resolution affecting the Property existing as of the date of this Agreement. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY, in each case, relating to the Property, other than as part of a required response to lawful orders of a court or other body of competent jurisdiction.

12. Mortgage Protection

12.1 This Agreement shall not prevent or limit Owner, in any manner, at Owner's reasonable discretion, and with City's consent, from encumbering all or part of the Property or its improvements by any mortgage, deed of trust, or other security device securing financing with respect to the Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Owner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Owner shall inform City of any involuntary liens which are placed on the property as when they occur. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

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

12.1.2 The Mortgagee of any mortgage or deed of trust encumbering all or any part of the Property who has submitted a written request to the City in the manner specified below for giving notices, shall be entitled to receive written notification from City of any Default by Owner.

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

12.1.4. Any Mortgagee who comes into possession of all or part of the Property, through foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take possession subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform or guarantee performance of any of Owner's obligations under this Agreement; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof by such Mortgagee shall continue to be a condition precedent to City's performance hereunder.

13. Miscellaneous Provisions

13.1 Recordation of Agreement. This Agreement and any amendment of this Agreement shall be recorded in the official records of Orange County, California within the period required by Section 65868.5 of the Government Code. The Parties agree that the signing and recording of this Agreement by City is a ministerial act.

13.2 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to within this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.3 Severability. If any term, provision, covenant, or condition of this Agreement is determined invalid, void, or unenforceable by a court of law, the remainder of this Agreement shall remain in effect provided that the remaining provisions allow the original purpose of this Agreement to be implemented.

13.4 Interpretation and Governing Law. The parties agree that this Agreement is entered into in the County of Orange, State of California and is to be performed in the County of Orange, State of California. Any dispute regarding this Agreement shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. This Agreement is the mutual drafting product of the Parties, and neither Party shall be deemed the drafting party for purposes of resolving such ambiguities.

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

13.6 Singular and Plural. The singular of any word includes the plural.

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

13.8 Waiver. Failure by a Party to require the strict performance of any of the provisions of this Agreement, or the failure by a Party to exercise its rights upon the default of the other Party, shall not waive that Party's right to require subsequent strict compliance with this Agreement.

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

13.10 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquake, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events occur, the Term and the time for performance of obligations under this Agreement shall be extended for a time equal to the duration of the delaying event, provided that the Term shall not be extended under any circumstances for more than five (5) years. Any Party learning of such an event shall, as soon as reasonably practicable, notify the other Party in writing of the date on which the event ended.

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

13.12 Successors in Interest. The burdens of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. During the term of this Agreement only, all provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. During the term of this Agreement, each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party, each of Owner's assignees and successors in interest, during their respective ownership of the Property or any portion thereof.

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

13.14 Jurisdiction and Venue. Any action or proceeding regarding this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California. The Parties waive all provisions of law providing for the filing, removal or change of venue to any other court.

13.15 Project as a Private Undertaking. The Project is a private development. Neither party is acting as the agent of the other in any respect. Each party is an

independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. No partnership, joint venture, or other association of any kind is formed by this Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such property.

13.16 Further Actions and Instruments. The Parties shall, upon reasonable request, cooperate with and provide reasonable assistance to each other in implementing the provisions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

13.17 Attorneys' Fees and Costs. In any action brought regarding this Agreement, to enforce a provision of this Agreement, because of a breach of this Agreement, or arising out of or connected with this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs.

13.18 Processing. City shall accept for processing and promptly take action on all applications for Subsequent Development Approvals, provided they are in proper form for required processing. City shall, in a reasonably expeditious manner, review such applications and, upon request and payment by Owner of any costs and/or extra fees associated with that review, shall assign to that review the staff needed to ensure timely processing and completion of the Project.

13.19 Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notice required to be given to City shall be addressed as follows:

City: City Clerk
City of La Habra
110 East La Habra Blvd
La Habra, CA 90631

With copy to: Director of Community & Economic Development
City of La Habra
110 East La Habra Blvd
La Habra, CA 90631

and

Richard D. Jones.
City Attorney
Jones & Mayer
3777 N. Harbor Blvd
Fullerton, CA 92632

Owner: Bonnani Development
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649

With copy to: Sundstedt & Goodman Law Offices
7755 Center Avenue, 11th Floor
Huntington Beach, CA 92647
Telephone (714) 960-9999
Email: mjs@sundlaw.com

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

13.20 Estoppel Certificates. Either Party may at any time deliver written Notice to the other Party requesting an estoppel certificate (the "**Estoppel Certificate**") stating:

13.20.1 The Agreement is in full force and effect and is a binding obligation of the Parties.

13.20.2 The Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendments.

13.20.3 No Default in the performance of the requesting Party's obligations under the Agreement exist or, if a default does exist, the nature and amount to cure any Default. A Party receiving a request for an Estoppel Certificate shall provide a signed certificate to the requesting Party within thirty (30) days after receipt of the request. The Community Development Director may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

13.21 Agent for Service of Process. In the event Owner is a foreign corporation, then Owner shall file with the Secretary of State, upon execution of this Agreement, a designation of a natural person residing in the State of California, giving its name, residence, business addresses, and its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon such party. If for any reason service of such process upon such agent is not feasible, then in such event such party may be personally served with such process out of this County and such service shall constitute valid service upon such party. Owner hereby concedes that it, and any assignee or transferee, is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

13.22 Authority to Execute. The person executing this Agreement on behalf of each Party warrants and represents that he/she has the authority to do so.

The parties have executed this Agreement on the date set forth next to their signatures below. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

(Signature Attached)
CITY OF LA HABRA, CALIFORNIA
a California municipal corporation

City

Jim Sadro
City Manager
110 East La Habra Blvd
La Habra, CA 90631
Telephone: (562) 383-4030
Facsimile: (562) 383-4474

Owner

Bonnani Development
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649

By: _____
Name: _____
Title: _____

Telephone: _____
Facsimile: _____

Approved as to Form:

City Attorney

Attest:

City Clerk

Approved as to Form:

Sundstedt & Goodman Law Offices
7755 Center Avenue, 11th Floor
Huntington Beach, CA 92647
(714) 960-9999
mjs@sundlaw.com

**EXHIBIT A
LEGAL PROPERTY DESCRIPTION**

PARCEL 1: (OWNER: KIRK MATSUSHIGE)

PARCEL 1 AND 2 OF PARCEL MAP, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, ON FILE IN BOOK 67, PAGE 50, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 022-193-01

PARCEL 2: (OWNER: ROGER P. VITITOW & JANICE A. VITITOW)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO LA HABRA, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 7, ET SEQ., OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE NO. 5157, ISSUED NOVEMBER 13, 1928, BY THE REGISTRAR OF TILES OF ORANGE COUNTY, CALIFORNIA, WHICH POINT BEARS NORTH 89°57' EAST 275.00 FEET FROM A POINT WHICH IS SOUTH 00°04'30" EAST 60.00 FEET FROM THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 89°57' EAST 169.00 FEET ALONG THE NORTHERLY LINE OF THE LAND DESCRIBED IN SAIS CERTIFICATE NO. 5757; THENCE SOUTH 00°55'30" EAST 226.61 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LINE IN SAID CERTIFICATE NO. 5157; THENCE NORTH 78°27'25" WEST 175.97 FEET ALONG SAID SOUTHERLY LINE; THENCE NORTH 00°04'30" WEST 191.22 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE NORTHERLY 25 FEET, THAT PORTION NOW KNOWN AS ELECTRIC STREET, ALONG WITH CURBS AND PUBLIC UTILITY PURPOSES, WHICH WAS ACCEPTED BY THE CITY OFFICERS ON BEHALF OF THE CITY OF LA HABRA BY RESOLUTION NO. 587, RECORDED JUNE 24, 1952 AS REGISTRAR LAND TITLE CERTIFICATE NO. 13761, WITH MEMORIAL NUMBER 25651 OF TORRENS.

APN: 022-193-02

PARCEL 3: (OWNER: ORNELAS INVESTMENT PROPERTIES, LLC)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO LA HABRA, IN THE CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 57, PAGE 7 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS BELOW:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN TORRENS CERTIFICATE OF TITLE NO. 5157, WHICH SAID POINT BEARS NORTH 89°57' EAST 444.00 FEET FROM THE NORTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 89°57' EAST 216.92 FEET OF THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN SAID CERTIFICATE OF TITLE NO. 5157; THENCE SOUTH 00°03'25" EAST 270.41 FEET TO THE MOST SOUTHERLY CORNER OF SAID PROPERTY IN SAID PROPERTY DESCRIBED IN SAID TORRENS CERTIFICATE OF TITLE NO. 5157; THENCE NORTH 78°27'25" WEST 218.00 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID ABOVE MENTIONED PROPERTY TO THE SOUTHEASTERLY CORNER OF PROPERTY DESCRIBED IN CERTIFICATE OF TITLE NO. 5491; THENCE NORTH 00°55'30" WEST 226.61 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES BELOW A DEPTH OF 500 FEET, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO REMOVE OR RECOVER SAME, AS RESERVED IN DEED RECORDED JULY 01, 1955 IN BOOK 3125, PAGE 220, OFFICIAL RECORDS.

**EXHIBIT B
PLAN DOCUMENTS**



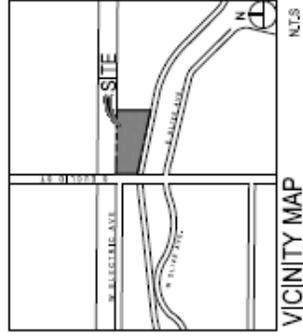
EUCLID - LA HABRA

**BUILDER/DEVELOPER:
BONANNI DEVELOPMENT
HUNTINGTON BEACH, CA**

**ARCHITECT:
KTGY
IRVINE, CA**

**CIVIL ENGINEERS:
DMS CONSULTANTS
GARDEN GROVE, CA**

**LANDSCAPE ARCHITECT:
STUDIO PAD, INC.
LAGUNA HILLS, CA**



US-CRE
14-02-006
14-02-006
PLOT DATE:
10/20/14

PARCEL
14-02-006

VOLARA
LA HABRA, CA #288888

BD BONANNI
DEVELOPMENT

Architectural Plans by
KTGY
10000 Wilshire Blvd.
Suite 1000
Beverly Hills, CA 90210



**SHEET INDEX
COVER SHEET**

LANDSCAPE ARCHITECTURE

- L-1 Conceptual Landscape Plan
- L-2 Conceptual Wall and Fence Plan
- L-3 Conceptual Planting Plan
- L-4 Conceptual Landscape Open Space Plan
- L-5 Conceptual Trash Bin Layout & Circulation Plan

CIVIL

- C-1 Concept Grading Plan
- C-2 Details and Sections

ARCHITECTURE

- A 3.0 Building 100 Plans - Duplex
- A 3.1 Building 200 Plans - 3 Plex
- A 3.2 Building 300 Plans - 3 Plex
- A 3.3 Building 400 Plans - 4 Plex
- A 3.4 Building 500 Plans - 5 Plex
- A 3.5 Building 600 Plans - 7 Plex
- A 3.6 Building 600 Plans - 7 Plex
- A 3.7 Building 700 Plans - 8 Plex
- A 3.8 Building 700 Plans - 8 Plex

- A 4.0 Plan 1 - Floor Plans
- A 4.1 Plan 2 - Floor Plans
- A 4.2 Plan 3 - Floor Plans
- A 4.2.1 Plan 3 Alt - Floor Plans

- A 5.0 Details
- A 5.1 Details

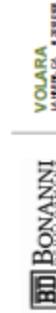
ARCHITECTURE

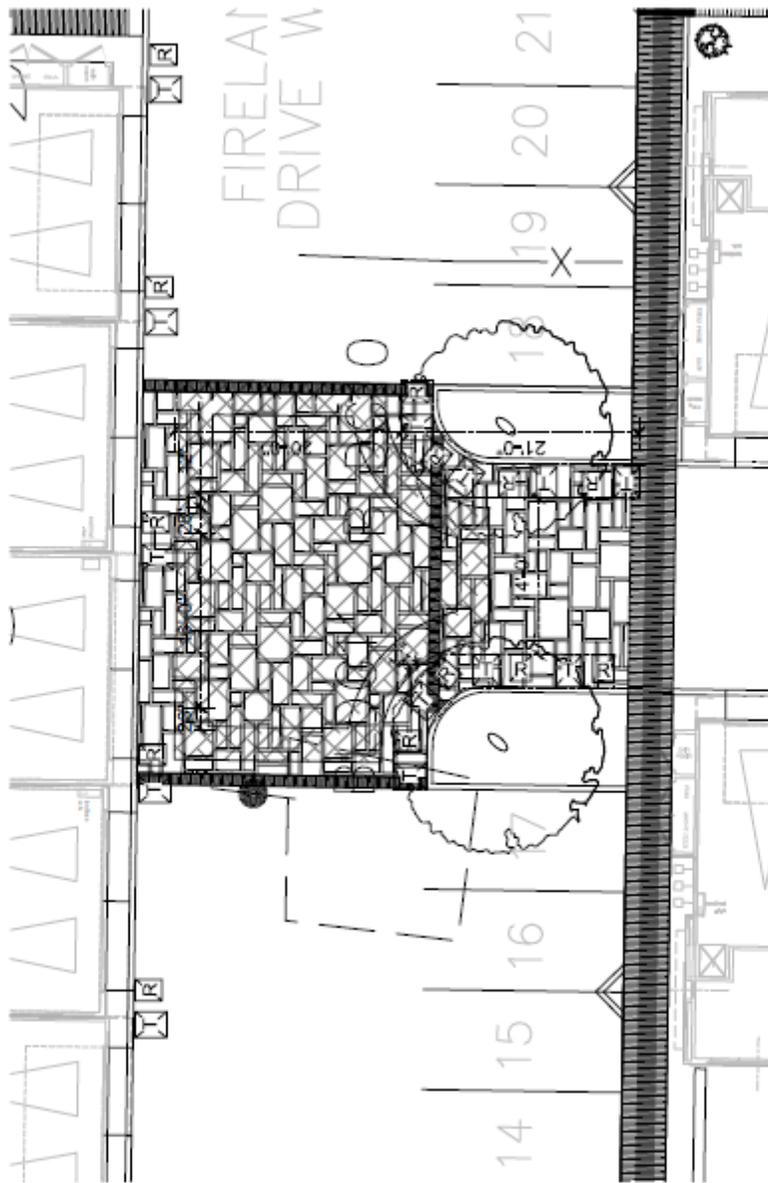
- A 0.0 Arch'l Sheet Index
- A 1.0 Site Plan
- A 1.0.1 Trash Exhibit Detail
- A 1.1 Entry Perspective

- A 2.0 Building 100 Perspectives - Duplex
- A 2.1 Building 100 Elevations - Duplex
- A 2.2 Building 200 Perspectives - 3 Plex
- A 2.3 Building 200 Elevations - 3 Plex
- A 2.4 Building 300 Perspectives - 3 Plex
- A 2.5 Building 300 Elevations - 3 Plex
- A 2.6 Building 400 Perspectives - 4 Plex
- A 2.7 Building 400 Elevations - 4 Plex
- A 2.8 Building 500 Perspectives - 5 Plex
- A 2.9 Building 500 Elevations - 5 Plex
- A 2.10 Building 600 Perspectives - 7 Plex
- A 2.11 Building 600 Elevations - 7 Plex
- A 2.12 Building 700 Perspectives - 8 Plex
- A 2.13 Building 700 Elevations - 8 Plex

A0.0

SHEET INDEX





ARCHITECT: NEWARK
 100 WEST STREET, 10TH FLOOR
 NEWARK, NJ 07102



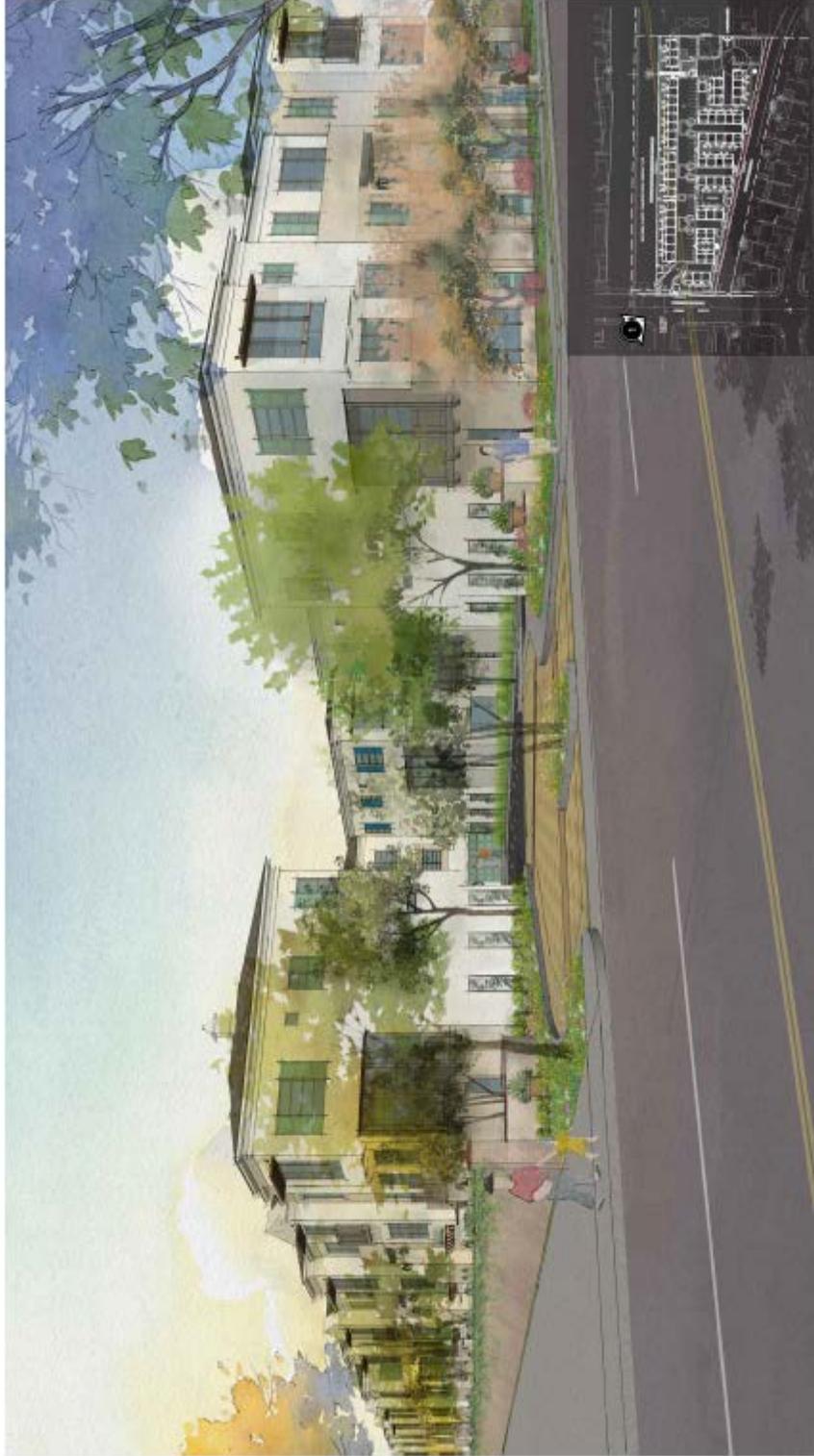
VOLARA
 LARKSPRING, NJ 07033



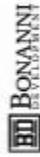
TRASH EXHIBIT DETAIL

A1.0.1

EXHIBIT B-4



ARCHITECTURAL RENDERING
 CONSULTING AND DESIGN
 1000 N. GARDEN ST. SUITE 100
 GAITHERSBURG, MD 20878
 TEL: 301.251.1000
 WWW.KLEINARCHITECT.COM



VOLARA
 LIVING, LLC • PHASE ONE



DESIGNER: PARCEL
 ARCHITECT: KLEIN
 PHOTOGRAPHER: JEFFREY
 PLATT DANCE
 TO SCALE: AS SHOWN

PERSPECTIVES
 ELEVATION

A1.1

EXHIBIT B-5



FRONT PERSPECTIVE



REAR PERSPECTIVE



ARCHITECTURE INTERIOR
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 303.733.8800



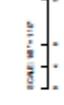
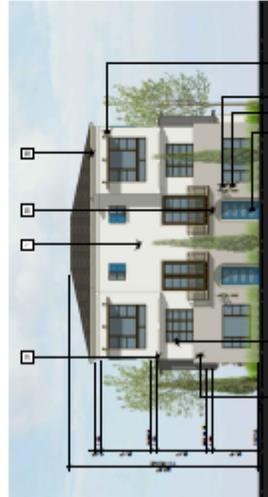
VOLARA
 LA HABRA, CA 91708



CONCEPTUAL ELEVATIONS
 NOT TO SCALE
 10/20/2023

A2.0

- MATERIAL LEGEND**
1. STICED STUCCO
 2. SECTIONAL METAL GARAGE DOOR
 3. FIBERGLASS WINDOWS
 4. FLAT BAR METAL RAILING
 5. FIBERGLASS ENTRY DOOR
 6. DEGDATIVE EXTERIOR LIGHT
 7. RAISED NUMBERED BOX LIGHT ADDRESS
 8. DEGDATIVE COPPER
 9. DEGDATIVE GIMNEY
 10. DEGDATIVE SHUTTER
 11. FAIRK STACK STONE CAPPING
 12. METAL JAWNING- SC ANHINGS
 13. GENESSEE PAVIA - #152 OR EQUAL
 14. FLAT CONCRETE ROOF TILE PREFABRICATED ROUND DOWIC COLUMN
 15. FIBERBOARD TRIM AND PINKED
 16. FAIRK WOOD COMBES
 17. FAIRK WOOD FIBER BOARD BEAM TRIM
 18. SHWOOD STUCCO (COLOR)
 19. METAL BRACKET AND WIRE TRIELDS
 20. STICED WOOD
 21. STICED CORNELL
 22. STICED ROAM LEAVE
 23. STICED BESSIS
 24. SHWOOD STUCCO SURROUND
 25. METAL UTILITY DOORS
 26. METAL PLANTER BOX
 27. LANDSCAPE (SEE LANDSCAPE)



PROJECT: 1412018-0001
 SHEET: 1412018-0001-01
 DATE: 08/20/18

CONCEPTUAL ELEVATIONS
 UNLESS NOTED OTHERWISE

A2.1



FRONT PERSPECTIVE



REAR PERSPECTIVE



ARCHITECTURE
 1000 N. 10TH AVE.
 SUITE 100
 DENVER, CO 80202
 303.733.1100



VOLARA
 LAUREL, CO 80839



SCALE
 1" = 10'-0" (VERTICAL)
 1" = 20'-0" (HORIZONTAL)
 DATE: 06/18/18

CONCEPTUAL ELEVATIONS
 NOT TO BE USED FOR PERMITS

A2.2

MATERIAL LEGEND

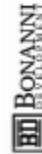
1. STICED 2020 DOOR
2. SECTIONAL METAL GARAGE DOOR
3. FIBERGLASS WINDOWS
4. FLAT BAR METAL RAILING
5. FIBERGLASS ENTRY DOOR
6. DECORATIVE EXTERIOR LIGHT
7. MISED NUMBERED MAX LIT ADDRESS
8. DECORATIVE SUMPHER
9. DECORATIVE CHIMNEY
10. DECORATIVE SHUTTER
11. FAIRK STACK STONE CAPPING
12. METAL AWNING- BK AWNINGS GENESSEE PLAZA - W152 OAK EQUAL
13. FLAT CONCRETE ROOF TILE
14. PREFABRICATED ROUND DORIC COLUMN
15. FIBER BOARD TRIM AND PANKS
16. FAIRK WOOD CORNBS
17. FAIRK WOOD FIBER BOARD BEAR TOUP
18. SMOOTH STICOD (3020)
19. METAL BRACKET AND WINE TRELUS
20. STICOD HIGH
21. STICOD CORREL
22. STICOD ROAM LAKE
23. STICOD REGESS
24. SMOOTH STICOD SHROUNDO
25. METAL UTILITY DOORS
26. METAL PLANTER BOX
27. LANDSCAPE (SEE LANDSCAPE)



*Note: Photo walls occur at Building 11.



ADD BONUS - BIRCHING
 1000 SQ FT
 1000 SQ FT
 1000 SQ FT
 1000 SQ FT



BONANNI DEVELOPMENT
 LA BREA, CA • 310.338.8888



REGISTRATION
 04/23/2018
 04/23/2018
 04/23/2018
 04/23/2018



CONCEPTUAL ELEVATIONS
 UNAPPROVED

A2.3



FRONT PERSPECTIVE



REAR PERSPECTIVE



ARCHITECTURE INTERIOR DESIGN
 1000 S. GARDEN ST. SUITE 100
 ANAHEIM, CA 92805
 TEL: 714.771.1111
 WWW.KITEANDWREN.COM



VOLARA
 LA BREA, CA 90808

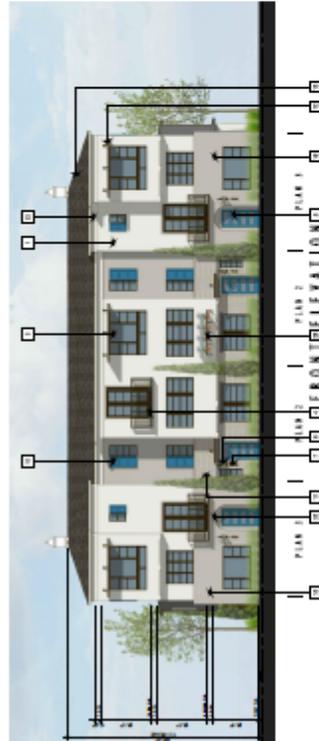


SCALE: 1/8" = 1'-0"
 1/4" = 3'-0"
 1/2" = 6'-0"
 3/4" = 9'-0"
 1" = 12'-0"

CONCEPTUAL ELEVATIONS
 NOT TO BE CONSIDERED AS A CONTRACT DOCUMENT

A2.6

- MATERIAL LEGEND**
1. STUCCO 200/0
 2. SECTIONAL METAL GARAGE DOOR
 3. FRIGGLAS WINDOWS
 4. FLAT BAR METAL RAILING
 5. FRIGGLAS ENTRY DOOR
 6. DEGRADATIVE EXTERIOR LIGHT ADDRESS
 7. RAISED NUMBERED MAIL LOT ADDRESS
 8. DEGRADATIVE SCOPPER
 9. DEGRADATIVE CHIMNEY
 10. DEGRADATIVE SHUTTER
 11. FAIR STACK STONE CLADDING
 12. METAL AWNING- BC AWNINGS
 13. GEMSEE PLAZA - M151
 14. FLAT CONCRETE ROOF TILE
 15. PREFABRICATED ROUND DOMIC COLUMN
 16. FIBER BOARD TRIM AND PANELS
 17. FAIR WOOD CORBELS
 18. FAIR WOOD FIBER BOARD BEAM TRIM
 19. SMOOTH STUCCO (300/0)
 20. METAL BRACKET AND WIRE TRUSS
 21. STUCCO W/GR
 22. STUCCO CORBEL
 23. STUCCO ROAM LAKE
 24. STUCCO ACCESS
 25. SMOOTH STUCCO SHROUDED
 26. METAL UTILITY DOORS
 27. METAL PLANTER BOX
 28. LANDSCAPE (SEE LANDSCAPE)



*Note: Photos will occur at Building 1 and 12.



1400 BAYVIEW BLVD
SUITE 100
SAN ANTONIO, TX 78204
PH: 214.516.1000



VOLARA
LAWRENCE, KS



RESUBMITTAL
NO. 25-28-00
BY TALKER PCL
PLAT DATE: 12/16/2018

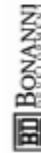
CONCEPTUAL ELEVATIONS
RENDERING ONLY

A2.7

- MATERIAL LEGEND**
1. STICED ZIRKO
 2. SECTIONAL METAL GARAGE DOOR
 3. FRIBGLASS WINDOWS
 4. FLAT BAR METAL RAILING
 5. FRIBGLASS ENTRY DOOR
 6. DEGDATIVE EXTERIOR LIGHT
 7. RAISED NUMBERED MAX LIT ADDRESS
 8. DEGDATIVE COPPER
 9. DEGDATIVE GIMMET
 10. DEGDATIVE SMITER
 11. PARK STACKSTONE CLADDING
 12. METAL AWNING- BC AWNINGS
 13. GENESSEE PLAZA - M152 OR EQUAL
 14. PRECASTED ROUND CONIC COLUMN
 15. FIBER BOARD TRIM AND PANKES
 16. PARK WOOD COMBES BEAM TRIM
 17. PARK WOOD FIBER BOARD TRUSS
 18. SMOYTH STICED (R/S/W)
 19. METAL BRACKET AND WIRE
 20. STICED ROOF
 21. STICED GIBBEL
 22. STICED ROAM LAKE
 23. STICED RESS
 24. SMOYTH STICED SMOYTH
 25. METAL UTILITY DOORS
 26. METAL PLANTER BOX
 27. LANDSCAPE (SEE LANDSCAPE)



ARCHITECTURE INTERIOR DESIGN
 1000 N. 10TH ST.
 SUITE 1000
 DENVER, CO 80202
 303.733.1111



BONANNI
 ARCHITECTS
 1000 N. 10TH ST.
 SUITE 1000
 DENVER, CO 80202
 303.733.1111



3000 N. 10TH ST.
 DENVER, CO 80202
 303.733.1111
 March 12, 2014



CONCEPTUAL ELEVATIONS
 NOT TO BE USED FOR PERMITS

A2.9



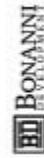
FRONT PERSPECTIVE



NEAR PERSPECTIVE



ARCHITECTURAL RENDERING
 2024.04.15
 10:00 AM
 10:00 AM
 10:00 AM



VOLARA
 14100 N. 10TH AVE. # 1000

PARCEL
 14100 N. 10TH AVE. # 1000

SCALE
 1" = 10'-0"
 1" = 10'-0"
 1" = 10'-0"
 1" = 10'-0"

CONCEPTUAL ELEVATIONS
 PRELIMINARY

A2.10

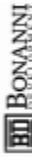
MATERIAL LEGEND

1. STICED 20/20
2. SECTIONAL METAL GARAGE DOOR
3. FRIGGLAS WINDOWS
4. FLAT BAR METAL RAILING
5. FRIGGLAS ENTRY DOOR
6. DEDICATIVE EXTERIOR LIGHT
7. RAISED NUMBERED MAIL LOT ADDRESS
8. DEDICATIVE SCOPPER
9. DEDICATIVE CHIMNEY
10. DEDICATIVE SHUTTER
11. FAIR STACK STONE CLADDING
12. METAL AWNING- RC AWNINGS
13. GENESEE PLAZA - METL OX EQUAL
14. FLAT CONCRETE ROOF TILE
15. PREFABRICATED ROUND DOMIC COLUMN
16. FIBER BOARD TRIM AND FINISH
17. FAIR WOOD CORNICE BEAM TRIM
18. SMOOTH STICED (20/20)
19. METAL BRACKET AND WIRE TRUSS
20. STICED W/GR
21. STICED CORREL
22. STICED ROAM EAVE
23. STICED RECESS
24. SMOOTH STICED SHROUING
25. METAL UTILITY DOOR
26. METAL PLANTER BOX
27. LANDSCAPE (SEE LANDSCAPE)





ARCHITECTURE INTERIOR DESIGN
10000 N. 10TH AVE., SUITE 100
DENVER, CO 80231
303.733.8800



BID BONANNI
DEVELOPMENT



VOLARA
LIVING, CO. DENVER



PARCEL
CONCEPTUAL
ARCHITECTURE



SCALE: 1/4" = 1'-0"

DESIGNED BY
PARCEL
ARCHITECTURE
DATE: 04/25/2018
BY: TAYLOR PALL
PROJECT NO. 18-0018

CONCEPTUAL ELEVATIONS
UNREGISTERED

A2.11



FRONT PERSPECTIVE



REAR PERSPECTIVE



ARCHITECTURE INTERIOR
DESIGN LANDSCAPE ARCHITECTURE
PLANNING COMMUNITY DEVELOPMENT
ENGINEERING



VOLARA
LIVERMORE, CA 94550

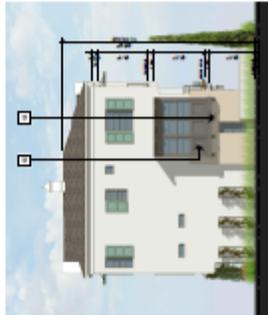


SCALE: 1/8" = 1'-0"
DATE: 02/28/2018
PROJECT: 18-001-001
DRAWING: 18-001-001-01
PLATT DATE: MARCH 15, 2018

CONCEPTUAL ELEVATIONS
NO. 18001-001-01

A2.12

- MATERIAL LEGEND**
1. STUCCO (2020)
 2. SECTIONAL METAL GARAGE DOOR
 3. FRIGGLAS WINDOWS
 4. FLAT BOX METAL RAILING
 5. FRIGGLAS ENTRY DOOR
 6. DEBRATING EXTERIOR LIGHT ADDRESS
 7. DEBRATING SCUPPER
 8. DEBRATING CHIMNEY
 9. DEBRATING SHUTTER
 10. FAIR STACK STONE CAPPING
 11. METAL AWNING- BC AWNINGS
 12. GENSSE PLAZA - M152 OR CONAL
 13. FAIR CONCRETE DOOF TIE COLUMN
 14. PREFABRICATED ROUND DOMIC COLUMN
 15. FAIR ROAD TRIM AND PANKS
 16. FAIR WOOD CORBES
 17. FAIR WOOD FIBER BOARD BEAM TRIM
 18. SMOOTH STUCCO (2020)
 19. METAL BRACKET AND WIRE TRUSS
 20. STUCCO MGR
 21. STUCCO ROSEL
 22. STUCCO ROAM EAVE
 23. STUCCO ACCESS
 24. SMOOTH STUCCO SKIMMING
 25. METAL UTILITY DOORS
 26. METAL PLANTER BOX
 27. LANDSCAPE (SEE LANDSCAPE)



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



FRONT ELEVATION

KITE CITY DEVELOPMENT
10000 W. CENTRAL EXPRESSWAY
SUITE 100
DALLAS, TEXAS 75243
PH: 214.416.1000

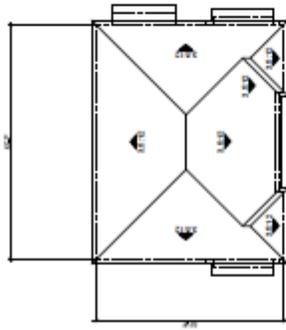
VOLARA
LA HABRA, CA 91708

PARCEL
LA HABRA, CA
91708

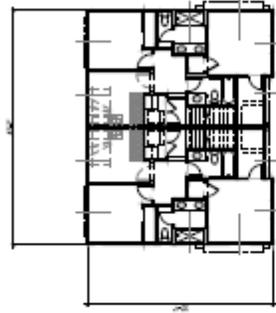
SCALE: 1/8" = 1'-0"

SITE LOCATION
LA HABRA, CA
91708
PLOT DATE: MAR 15, 2018

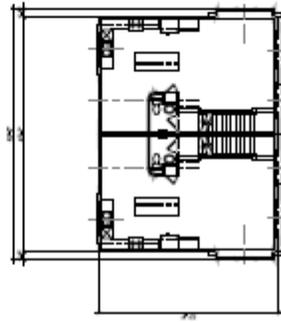
CONCEPTUAL ELEVATIONS
LA HABRA, CA
91708



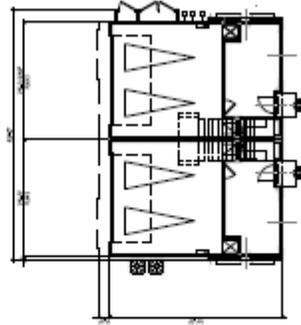
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR



K&V ARCHITECTURE
 10000 WILSON AVENUE, SUITE 100
 BOSTON, MA 02116
 TEL: 617.552.1234



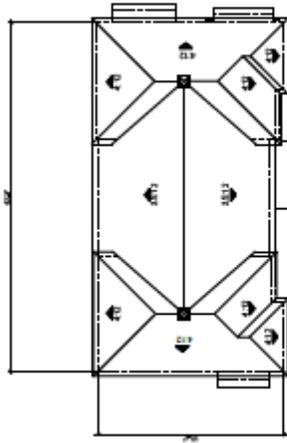
BONANNI DEVELOPMENT
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202



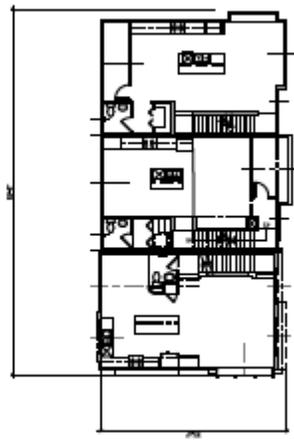
PARCEL MANAGEMENT SERVICES
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1234

BUILDING 100 - 2 PLEX

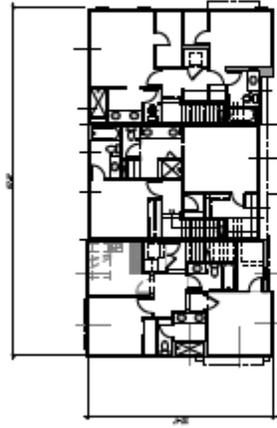
A3.0



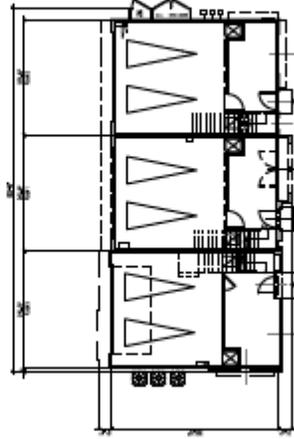
FIRST FLOOR



SECOND FLOOR



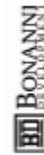
THIRD FLOOR



FIRST FLOOR



Architectural Services
 Kaiser Permanente
 2000 California Street
 Oakland, CA 94612
 (415) 436-1234



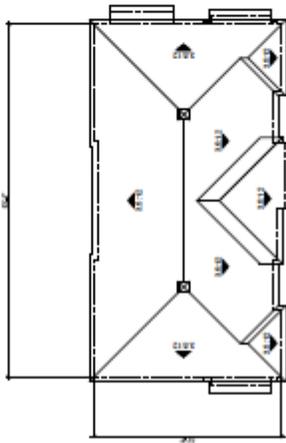
VIGARA
 ARCHITECTS
 LA HABRA, CA • 92888



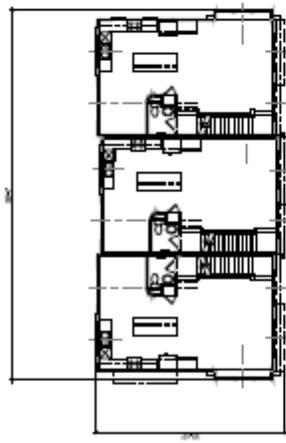
DESIGN BY
 BID BONANNI
 ARCHITECTS
 200 CALIFORNIA ST.
 LA HABRA, CA 92888
 PLOT DATE: December 16, 2016

BUILDING 200 - 3 PLEX

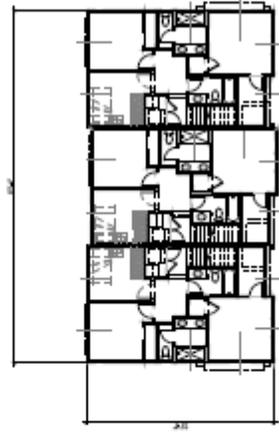
A3.1



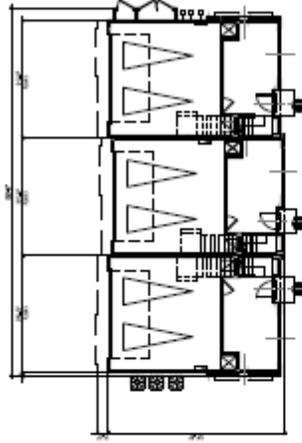
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



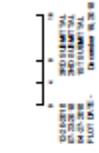
FIRST FLOOR



ARCHITECT • PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
ENVIRONMENTAL DESIGN
CONSTRUCTION MANAGEMENT

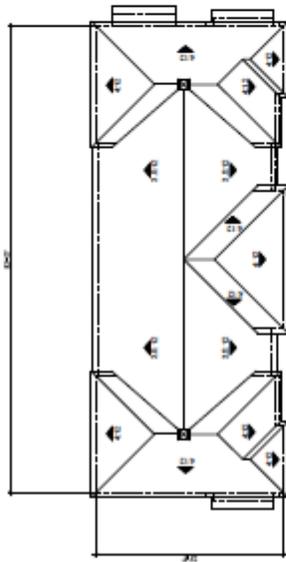


VOLARA
A TRISTAR COMPANY

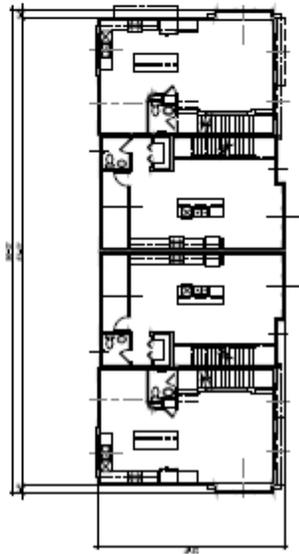


BUILDING 300 - 3 PLEX

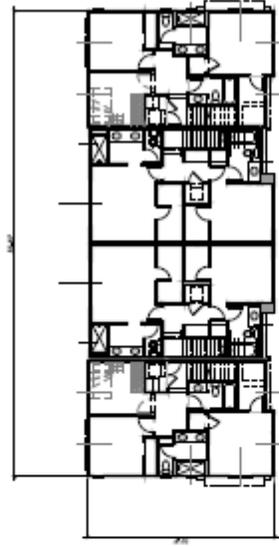
A3.2



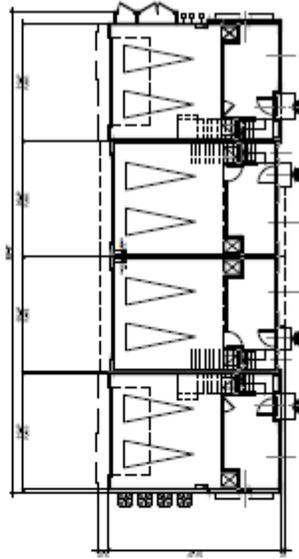
ROOF PLAN



SECOND FLOOR



THIRD FLOOR



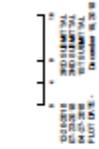
FIRST FLOOR



ARCHITECTURE INTERIOR
 CONSULTING ENGINEERING
 1000 CALLE DE
 LOS ANGELES
 MIAMI, FL 33130

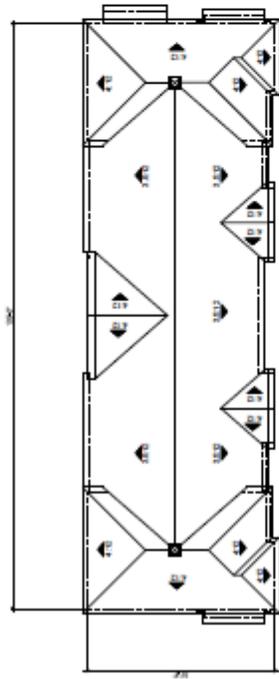


VOLARA
 UNIVERSITY PARK

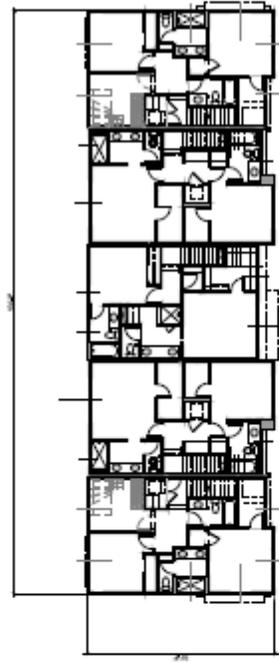


BUILDING 400 - 4 PLEX

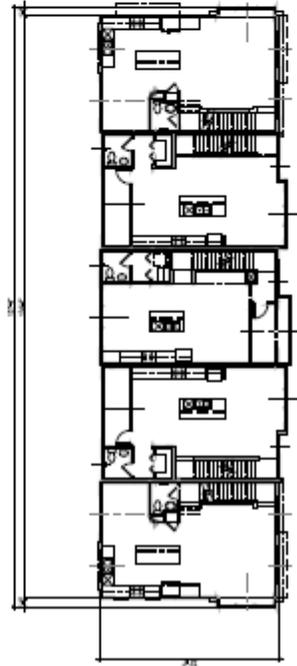
A3.3



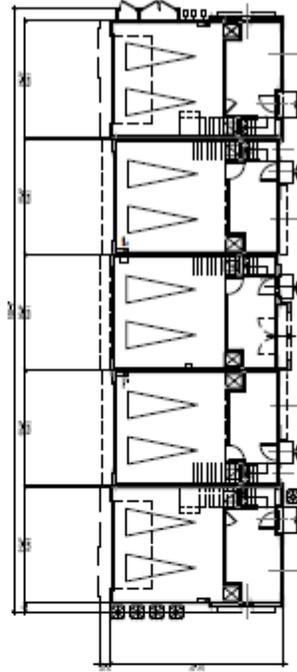
ROOF PLAN



THIRD FLOOR



SECOND FLOOR



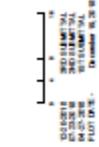
FIRST FLOOR



ARCHITECTURE INTERIOR DESIGN
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111

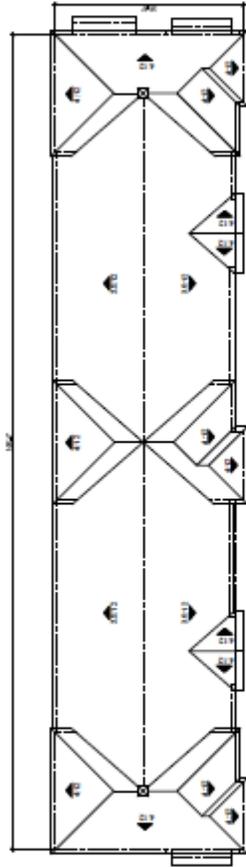


VOLARA
 UNIVERSITY PARK

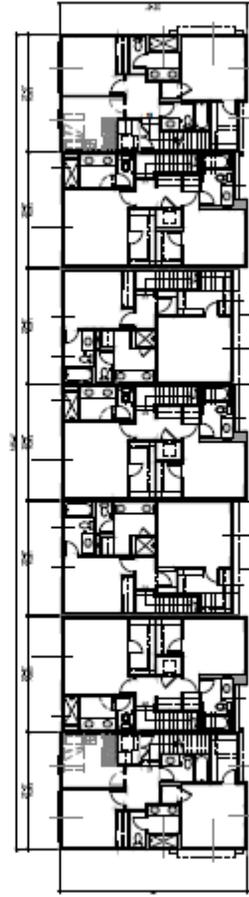


BUILDING 500 - 5 PLEX

A3.4

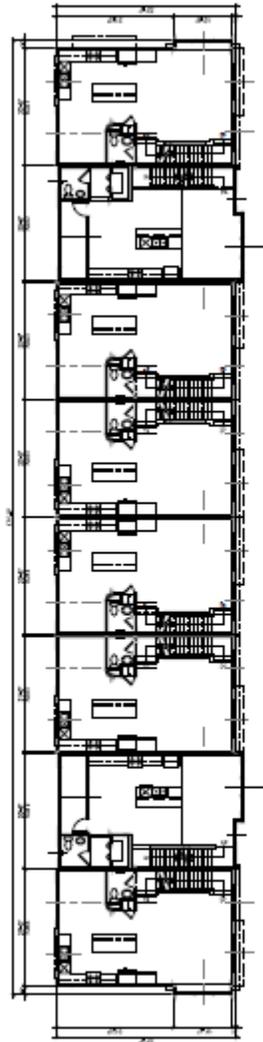


KIT PLAN

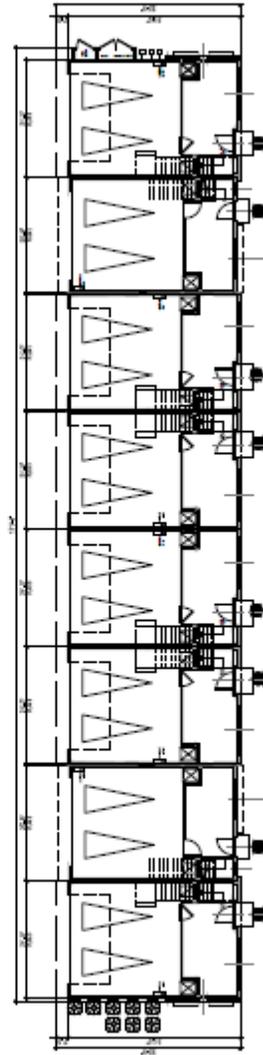


TRM 11220





SECOND FLOOR



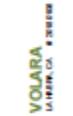
FIRST FLOOR



KLEIN ENGINEERING CONSULTANTS
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 WWW.KLEIN-EC.COM



BI BONANNI
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 WWW.BIBONANNI.COM



VOLARA
 AERIAL PHOTOGRAPHY
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 WWW.VOLARA.COM



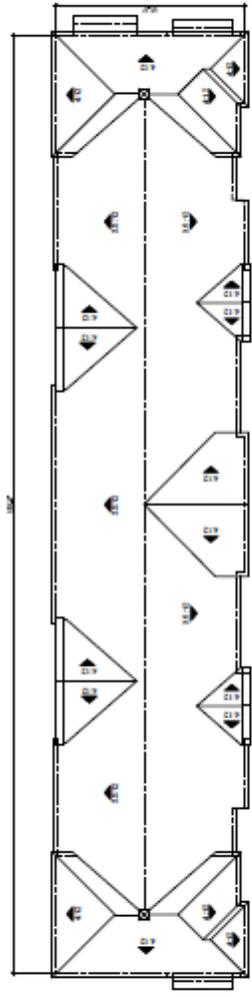
PARCEL
 ANALYSIS
 1000 WEST 10TH AVENUE
 SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 WWW.PARCEL.COM



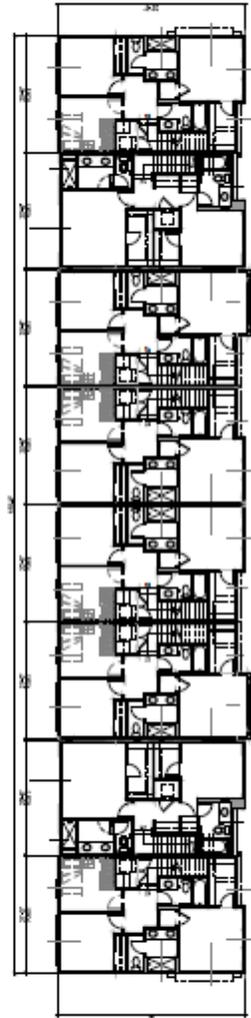
SCALE: 1/8" = 1'-0"
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED
 DATE: 08/14/2014

MULTI-UNIT RESIDENCE COMPLEX

A3.7



FIRST FLOOR



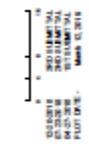
SECOND FLOOR



ARCHITECTURAL FIRM
 1000 W. 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202

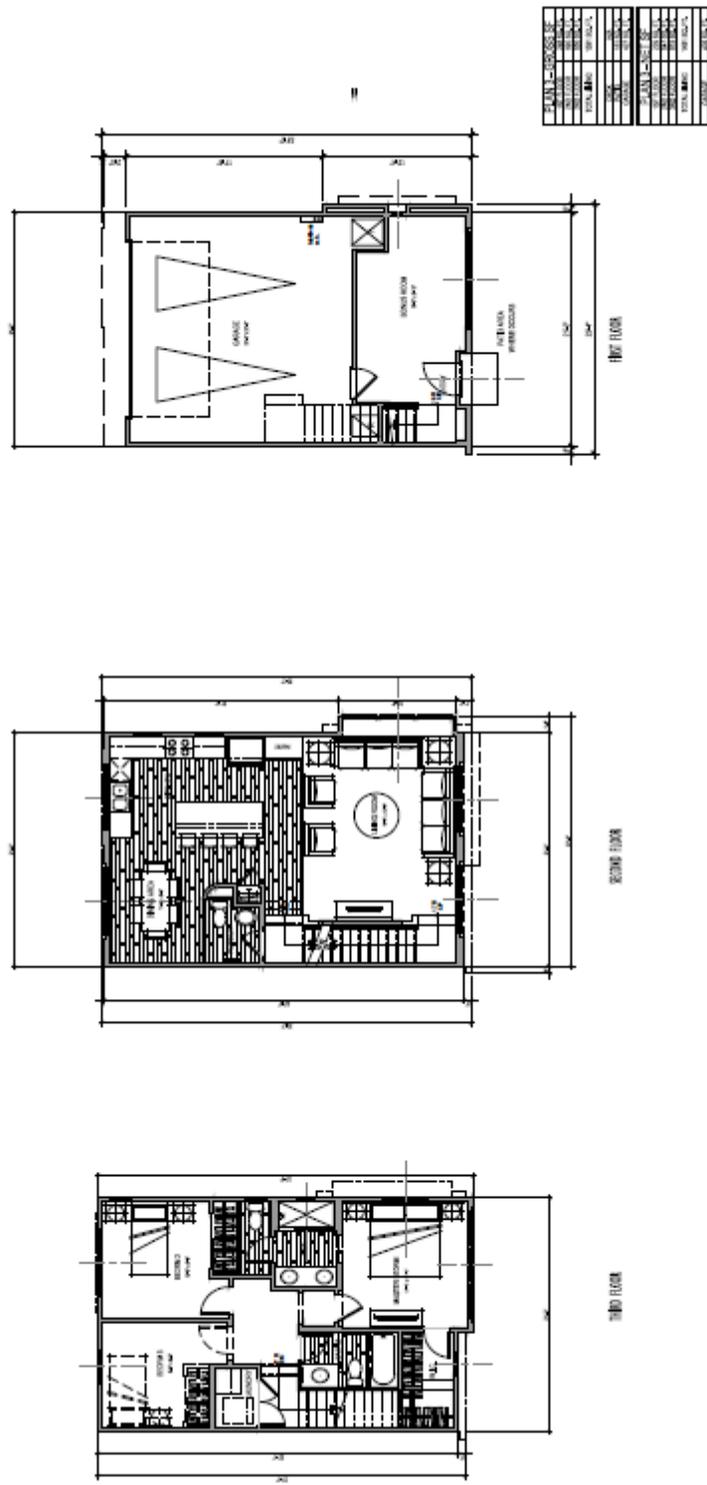


VOLARA
 A COMMUNITY DEVELOPMENT



BUILDINGS-FLEX

A3.8



PLAN 3 - FLOOR PLAN | A4.2

0 1 2 3 4 5 6 7 8 9 10 METERS

DESIGNED BY
ARCHITECTURAL
FLOOR PLAN
DRAWING

PROJECT NO.
1011111111

DATE
10/10/2020

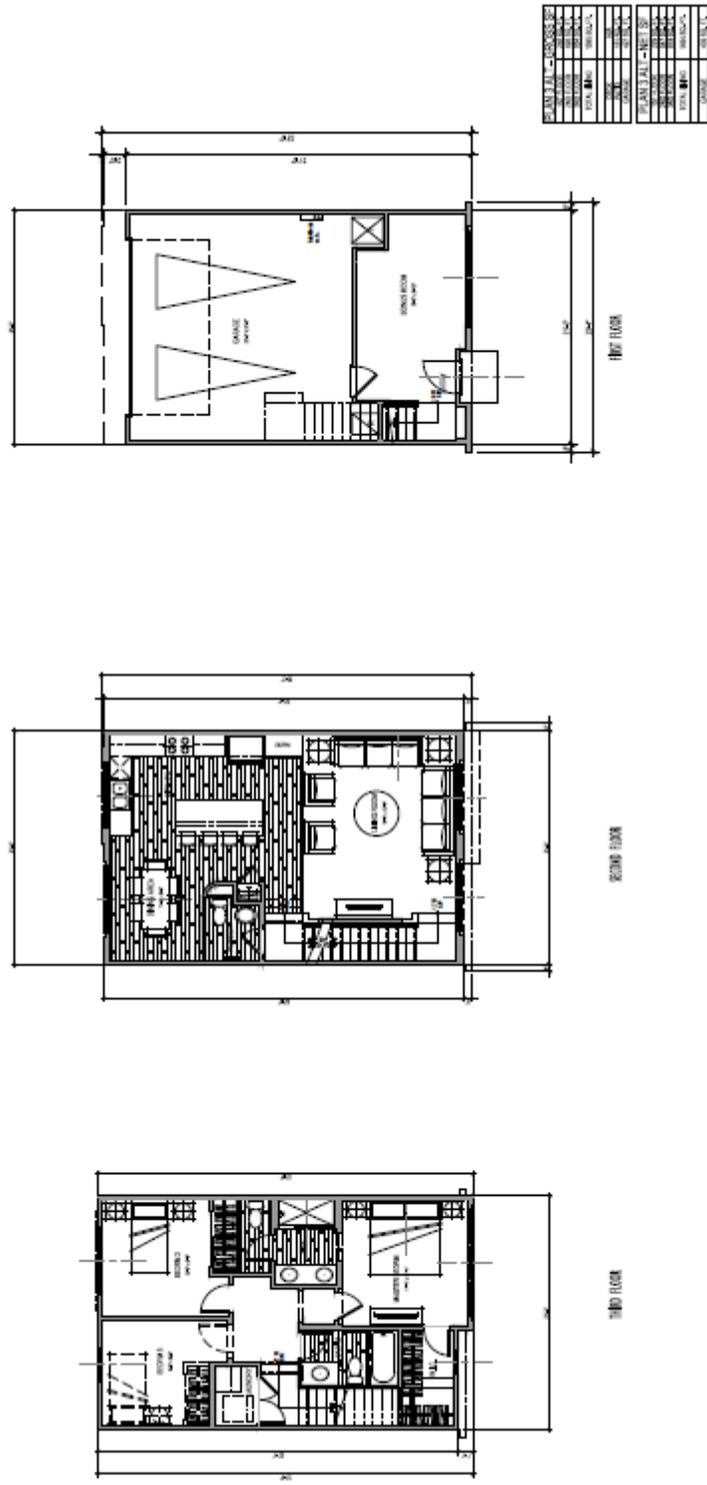
PARCEL
1011111111

VOLARA
LANDSCAPE ARCHITECTURE

BID BONANNI
DEVELOPMENT

KLING STUBBINS
ARCHITECTURE

EXHIBIT B-31



PLAN 3 ALT - FLOOR PLAN | A4.2.1

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

DATE: 12/15/2023

PROJECT: [REDACTED]

DESIGNER: [REDACTED]

ARCHITECT: [REDACTED]

PARCEL: [REDACTED]

VOLARA: [REDACTED]

BID BONANNI: [REDACTED]

KLAW: [REDACTED]



ARCHITECTURE
 CONSULTING INC.
 1000 W. 10TH ST.
 SUITE 100
 DENVER, CO 80202



VOLARA
 LITTLETON, CO



DESIGNER
 2021-2022
 2023-2024
 2025-2026
 2027-2028
 2029-2030
 2031-2032
 2033-2034
 2035-2036
 2037-2038
 2039-2040
 2041-2042
 2043-2044
 2045-2046
 2047-2048
 2049-2050

DETAILS

A5.0



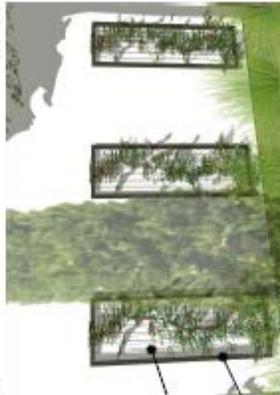
METAL POT SHELF
FIBER GLASS WINDOW

METAL POT SHELF DETAIL



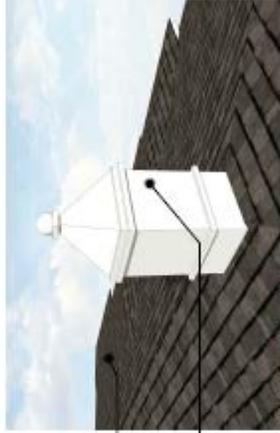
FRENCH DOORS
FLAT BAR
METAL RAILING

JULIET BALCONY



VINE WIRES
WIRE/TRELLIS
WITH PIN MOUNTS

VERTICAL TRELLIS



FLAT CONCRETE ROOF TILE
DECORATIVE CHIMNEY

CHIMNEY DETAIL

Color Scheme 1



SKYCO ROOF 1
ALL ROAM TRIMS
ENTRANCE PORCH ROOF



SKYCO ROOF 2
ALL ROAM TRIMS
ENTRANCE PORCH ROOF



BAY WINDOWS
ENTRANCE PORCH



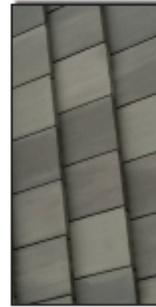
ENTRY DOORS | SHUTTERS
GARAGE
ENTRANCE PORCH



AWNINGS
ENTRANCE PORCH



ALL METALS | RAILINGS | PORCHES
ENTRANCE PORCH | TERRAZZO



FLAT TILE ROOF
ENTRANCE PORCH



SCALED STONE VENEER
ENTRANCE PORCH

Color Scheme 2



SKYCO ROOF 1
ALL ROAM TRIMS
ENTRANCE PORCH ROOF



SKYCO ROOF 2
ALL ROAM TRIMS
ENTRANCE PORCH ROOF



BAY WINDOWS
ENTRANCE PORCH



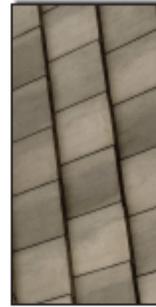
ENTRY DOORS | SHUTTERS | GARAGE
ENTRANCE PORCH



AWNINGS
ENTRANCE PORCH



ALL METALS | RAILINGS | PORCHES
ENTRANCE PORCH | TERRAZZO



FLAT TILE ROOF
ENTRANCE PORCH



KTB
KTB GROUP, INC.
10000 KTB BLVD
SUITE 100
DALLAS, TX 75243

EUCLID DEVELOPMENT, LLC

EUCLID - LA HABRA
LATHAM, CO. • P. 10/10/10

PARCEL
10000 KTB BLVD
SUITE 100
DALLAS, TX 75243

COLOR & MATERIALS BOARD

10000 KTB BLVD SUITE 100
DALLAS, TX 75243
FOR INFORMATION ON THIS PROJECT, SEE LIST OF ALL PROJECTS

EXHIBIT C TENTATIVE TRACT MAP

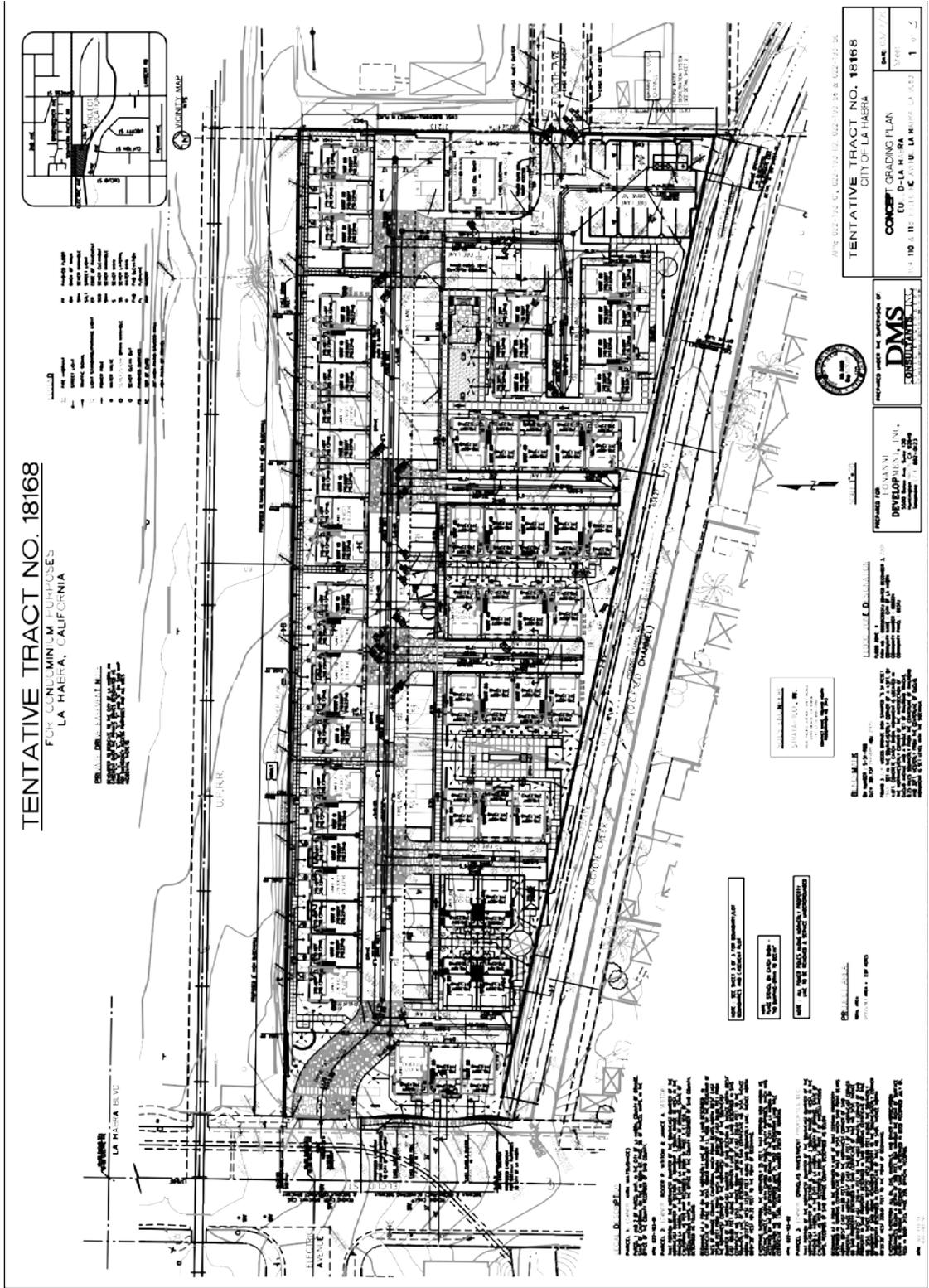
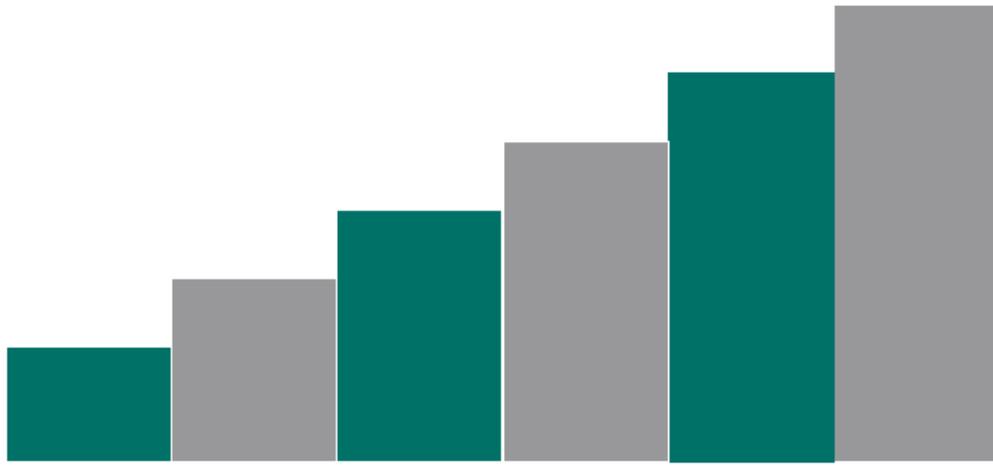


EXHIBIT C-1

**EXHIBIT D
ECONOMIC IMPACT ANALYSIS**



Development Driven by Data

**Volara Development
Economic Impact**



ECON Solutions by HdL
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Brea, CA 92821
www.hdlcompanies.com

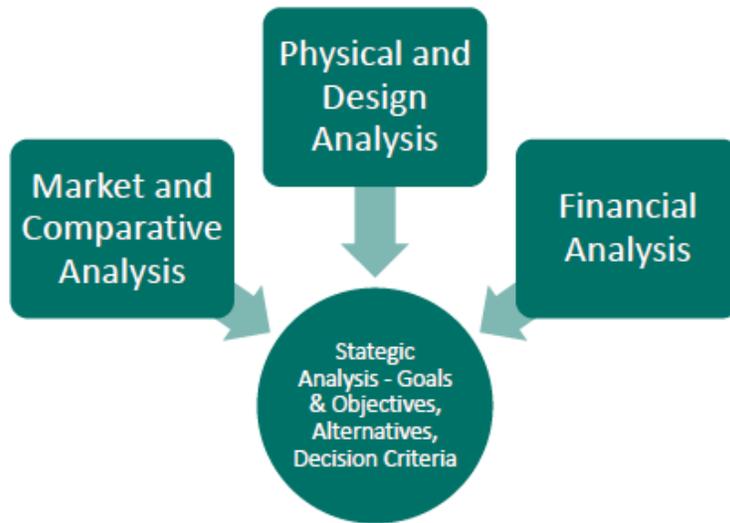
Table of Contents

Overview	2
Introduction	3
Objective	3
Site Analysis	4
Planned Unit Development.....	4
OC Loop Segment A – Union Pacific ROW Bikeway	5
Current Market Conditions	6
Residential.....	7
Ownership.....	7
Market Analysis.....	8
Area Issues	8
Opportunities	8
Economic Analysis.....	9
Property Tax Revenue.....	9
Property Tax Revenue Summary.....	9
Economic Impact of Construction.....	10
Economic Impacts of New Spending/Sales Tax Revenue	11
City Development Fees	12
Ongoing Expense – Residential Development	16
Ongoing Expense – Industrial Development.....	17
Summary.....	18
Economic Impact Summary	18

Overview

The following report contains ECONSolutions by HdL market study of the Volara residential development. A majority of the tools and techniques used in the analysis of this property were developed using HdL's proprietary sales and property tax information, demographic analysis and market analytics using SiteSeer Software as well as an understanding of real estate valuations and marketability derived from various sources including SiteSeer Technologies, ICSC, PwC, California DOF, US BLS and US Census.

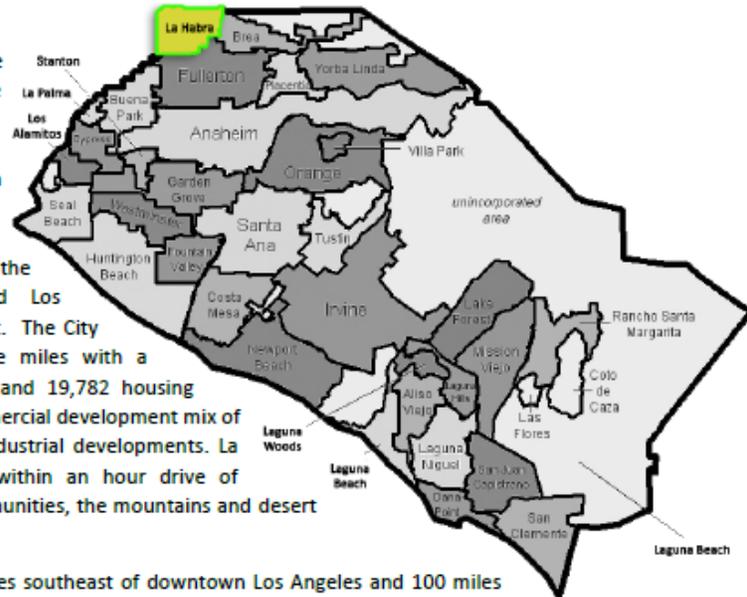
The purpose of this analysis is to provide the owner/developer with an indication of where the market might currently be headed, along with the appropriate economic analysis for the site. As the developer works through the development of the site, the following components are typical issues that should be taken into consideration:



It is ECONSolutions' intent to provide the developer, and stakeholders such as the City of La Habra, with information to analyze the property for its maximum potential and provide backup documentation to support the information contained here-in.

Introduction

The City of La Habra is in the northwestern region of Orange County, and is bordered by La Habra Heights on the north, Brea on the east, Fullerton on the south and southeast, La Mirada on the west and southwest, East Whittier on the west, Whittier on the northwest and Unincorporated Los Angeles County on the Northeast. The City has a total area of 7.4 square miles with a population of 62,627 residents and 19,782 housing units with a healthy diverse commercial development mix of restaurants, retail, office, and industrial developments. La Habra is conveniently located within an hour drive of southern California's beach communities, the mountains and desert area resorts.



La Habra is approximately 20 miles southeast of downtown Los Angeles and 100 miles north of San Diego. The City has experienced a transformation from a quiet residential community to a fully urbanized community having a broad range of housing types, styles, and prices along with many commercial centers.

Objective

This economic impact report shall provide a number of important considerations aimed at better understanding development impacts for the proposed residential development, Volara by Bonanni Development. The report will examine the following:

- Site Analysis
- Market Analysis
- Economic Analysis
- Economic Impact

Only recurring revenues and costs are analyzed in this study. Costs that are considered non-recurring, such as capital expenditures, are excluded from analysis. This is because new development generally is required to construct its own new capital improvements, such as roads or parks, or to pay fees that enable the City or some other developer to construct these improvements. As these are considered to be "one time" costs that will not recur, there is no expectation that new development will need to pay for these capital expenditures a second time. Likewise, revenues that are considered to be non-recurring such as development impact fees paid by the developers, are also excluded from the analysis. In sum, the analysis reflects the estimated recurring annual revenue to the City that will result from the Volara residential development.

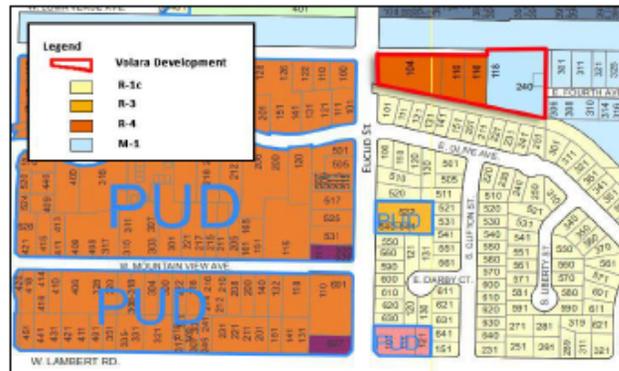
Site Analysis

The project area is approximately 2.9 +/- acres southeast of Euclid Street and the Union Pacific Right-of-Way (just south of E Electric Ave). The site is located adjacent to an existing planned unit development (PUD) area with a mix of residential (including R-1c, R-3 and R-4) and Light Manufacturing (M-1) land use designations.



Planned Unit Development

The objective of the planned unit development overlay is to secure a fuller realization of the general plan than what would result from the application of existing zoning regulations. The PUD overlay zone is intended to be applied to those parcels which, by the nature of their size, location, topography, configuration, economic potential or other considerations, require overall planning design and control



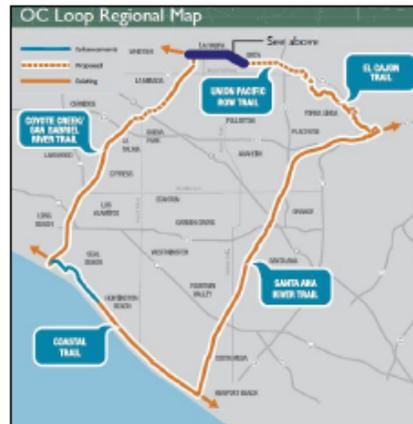
in order to achieve the goals and objectives of the general plan. The planning design and control is meant to secure the community, the future occupants, and developer values and amenities greater than those likely to be achieved by applying solely the relatively inflexible zoning provisions otherwise generally necessary to regulate the development. For residential development, the planned unit development overlay zone provides a method whereby land may be designed and developed as a unit by taking advantage of modern site planning techniques in order to produce an environment of stable, desirable character which will be in harmony with existing or potential development of the surrounding neighborhood.

OC Loop Segment A – Union Pacific ROW Bikeway

The OC Loop Segment A runs just north of the Volara development within the Union Pacific ROW. The OC Loop vision is 66 miles of seamless connections and an opportunity for people to bike, walk and connect to some of California's most scenic beaches and inland areas.

The City has already completed the environmental review with the next steps to include final design, securing funding for right-of-way acquisition and construction, with an optimal completion date of 2022.

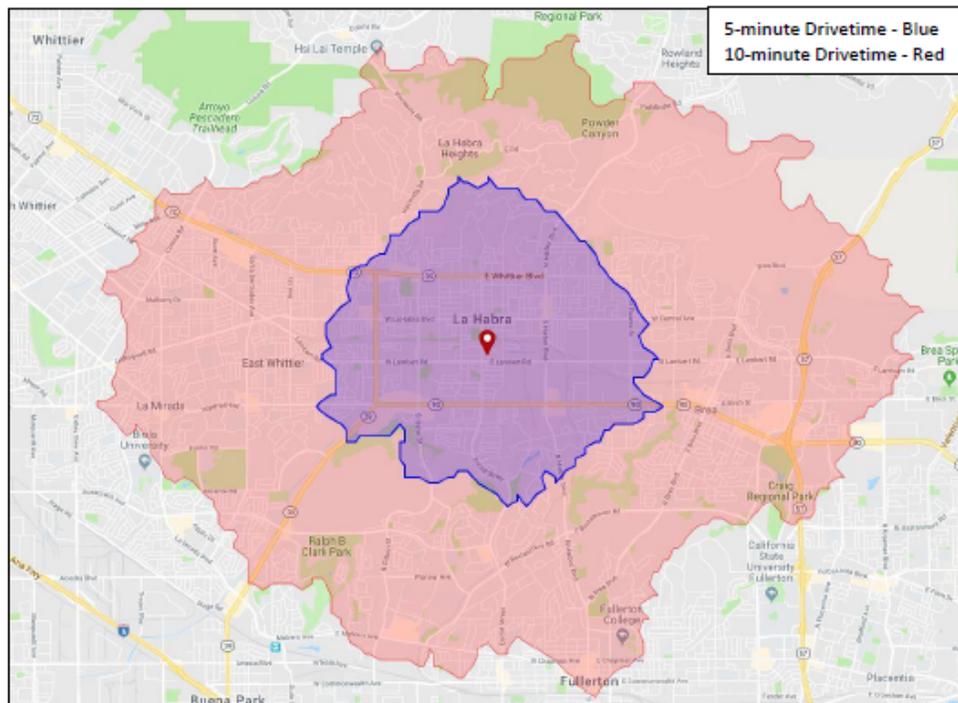
The trail will add an area amenity and core asset to the City of La Habra but will also enhance the attractiveness of the Volara development to potential home buyers.



Current Market Conditions

The trade area for the Volara development is defined in drivetimes with the primary trade area defined as a 5-minute drivetime and includes some portions of Brea, Fullerton, and unincorporated Orange and Los Angeles Counties. The secondary trade area is defined as a 10-minute drivetime and includes some of the surrounding cities and unincorporated areas including Fullerton, Brea, La Mirada, Buena Park, Whittier, Placentia and unincorporated Orange and Los Angeles Counties. Within the 5-minute drivetime, there are shopping centers including strip/convenience centers, neighborhood centers, and a few community centers. Within the 10-minute drivetime there continues to be a plethora of retail shopping options including those previously listed as well as regional and super-regional malls.

The 5-minute drivetime consist of approximately 70,000 people living in just over 22,000 households; La Habra accounts for nearly 90% of the households in the 5-minute drivetime trade area. Whereas the 10-minute drivetime consist of more than 216,000 people living in approximately 72,000 households; La Habra accounts for approximately 29% of the households in the 10-minute drivetime trade area. La Habra is characterized by mostly established families, often with older children and teens, well-educated professionals, with average household incomes of \$93,342. The average household income in the 5-minute drivetime trade area is \$97,401 or 4% higher than the City's average household income. The 10-minute drivetime trade area is approximately 13% higher than the City's average household income at \$106,851.

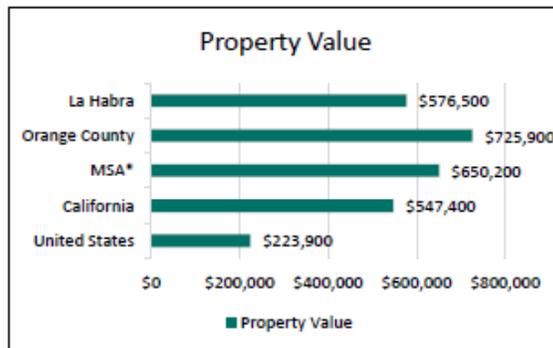


Residential

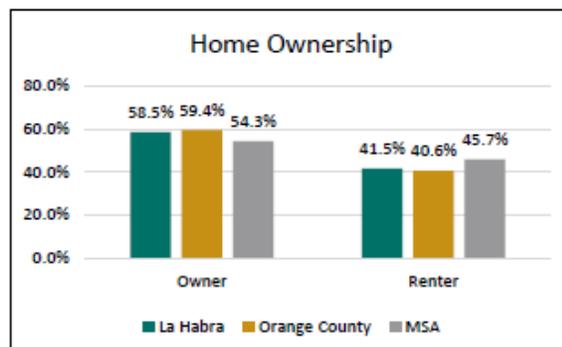
A lack of new residential options can affect the region's future economy in several different ways. The regional economy must overcome this challenge or face declining competitiveness depending on how current stakeholders and policymakers address this issue. The Volara development offers the City of La Habra an opportunity to create additional housing options to attract and retain workforce talent in a housing market that is severely contracted.

Ownership

Orange County's housing market is on a slow and steady path to full recovery. While home sales volume remains low, according to the California Association of Realtors, a full housing recovery will not occur until that all-important economic factor controlling home sales – jobs – catches up with the population gain which has taken place since the 2008 great recession. In 2018, the median property value in La Habra, was \$576,500 which was up by nearly 4% from the 2017. The following charts displays the property values in La Habra compared to other area (including the US, California, Orange County and the MSA) and, the second shows the percentages of home ownership compared to renters in La Habra, Orange County and the MSA. According to Redfin trends, La Habra's housing market is very competitive due in part to the lack of new and existing product turning over on the market. It is estimated that by the end of 2019, the average sales price per square foot in La Habra will be up over 15% since last year to \$392 for existing homes.



Source: California Association of Realtors, RealtyTrac, Zillow January 2019
*MSA – Los Angeles-Long Beach-Anaheim



Source: Sitieseer January 2019

Market Analysis

The Volara development is a straight forward-thinking residential development that will revitalize a nearly 3-acre area that is currently zoned as both R-4 (Multiple Family Dwelling) and M-1 (Light Manufacturing), that is being underutilized with blighted industrial uses that does not fit into the greater aesthetics of the ultimate plan for the trail area along the Union Pacific ROW and the surrounding area. Through the use of the PUD, La Habra will be able to provide an opportunity to attract new development to the area while removing blight.



Area Issues

- Need to extend E. Electric Ave across Euclid St to provide access to the Volara development.
- The City does not control parcels east of the Volara development, making chances for a cohesive future phased development challenging.
- Some La Habra residents might be resistant to adding more residential development in the City – concerns with traffic/congestion.
- Lack of residential options for market rate first-time homebuyer product.

Opportunities

- Strong trade area demographics with high household incomes.
- In close proximity to major transportation including John Wayne Airport, Metrolink, OC Loop Trail System and OCTA.
- Economic environment in Orange County is strong with high potential for future growth.
- Great location along Euclid St for north and south bond traffic as well as easily access to Lambert Rd and La Habra Blvd for east and west bond traffic.
- Provides for new development in a City with few alternative options as a result of being nearly built out.

Economic Analysis

Property Tax Revenue

Property tax revenue estimates are based on appropriate factors provided by HdL Property Tax data as well as information derived from Orange County's Auditor-Controller. Property tax revenues are projected based on the County's estimated share of the general 1% property tax levy. The total secured property tax revenue received by the City from the land uses will equal approximately 8.08% of the basic 1% (Prop 13) property tax levy from the Tax Rate Area encompassing the Volara development. Please note, revenues are not directly allocated per these shares, but this will provide a reasonable estimate of the 8.08% portion of the 1% revenue that will find its way to the City of La Habra.

Volara - Residential Valuation and Property Tax Revenue – City Share of the 1% Basic Levy is 8.08%				
Total Units	Use Type	Bldg. Cost	Building Valuation	Property Tax Revenue
P1 – 7 units	2 Bedroom – 1,429 SQFT	\$255,000	\$1,785,000	\$1,442
P2 – 19 units	2 Bedroom – 1,441 SQFT	\$257,000	\$4,883,000	\$3,945
P3 – 32 units	3 Bedroom – 1,591 SQFT	\$280,000	\$8,960,000	\$7,240
58			\$15,628,000	\$12,627

The proposal before the City of La Habra is to build 58 residential units composed of two- and three-bedroom units. The combined building valuation is estimated at \$15,628,000 which will yield over \$125,000 over a 10-year period including a modest growth accelerator of 2% annually.

Light Industrial Valuation and Property Tax Revenue – City Share of the 1% Basic Levy is 8.08%				
Total SQFT	Use Type	Bldg. Cost	Building Valuation	Property Tax Revenue
41,255	Light Industrial	\$100/SQFT	\$4,122,500	\$3,331

In contrast, under the current permissible M-1 standards for this lot, a developer could build an approximately 41,255 square foot light industrial building. Using an average per square foot cost for light industrial of \$100, the potential building valuation is estimated at \$4,122,500. This would yield over \$33,000 over a 10-year period including a modest growth accelerator of 2% annually.

Property Tax Revenue Summary

As it relates to property tax, based on the potential valuation estimates and subsequent potential revenue estimated to be realized by the City specifically, the residential development proposed by Bonanni Development would provide a larger contribution to the general fund over a 10-year period than that of a light industrial building, which is allowable use by the current M-1 zoning.

Currently, the five parcels that make up the proposed development area provide a total property tax revenue of approximately \$2,505 to the City of La Habra's General Fund (based on information derived from HdL Coren & Cone Property Tax database). Additionally, this site if no new development took place would yield over \$25,000 over a 10-year period including a modest growth accelerator of 2% annually.

Economic Impact of Construction

The economic impact of construction list jobs, population, personal income and output generated from day to day operations of construction during a ten-year impact period. This data is described by type of impact (direct, indirect and induced). Economic impacts are based on RIMS II multipliers and are regional in nature and, thus provided for the county as a whole. This information is provided either with the impact based on RIMS II generated annual personal income based on residential construction salary averages within California.

		Proposed Volara - Residential Project			
Project	Land Use	Direct Residential Construction Employment Impact	Indirect Residential Employment Impact	Annual Direct Residential Construction Employment Impact	Annual Indirect Residential Employee Spending
Volara	Residential	172	195	\$1,307,798	\$1,477,812

		Current Allowable Use – Light Industrial Building					
Project	Land Use	Construction Employment	Direct Employees	Indirect Employees	Annual Construction Employee Spending	Annual Direct Employee Spending	Annual Indirect Employee Spending
M1 Zoning	Light Industrial	73	40	88	\$552,273	\$303,864	\$670,598

Total impacts (employee/spending) is based on 2019 dollars using the total estimated employees within each project (to build, and directly and indirectly work within). Additionally, annual direct and annual indirect spending is factored for 52 weeks per year and does not consider vacations or holidays. Additionally, spending is using the estimate of \$146 per week which is based on an ICSC survey of employee spending.

Residential direct construction employment is expressed using the multiplier 2.97 and residential indirect employment is expressed using the multiplier 1.13 and sourced from an Economic and Housing Policy analysis by the National Association of Home Builders (NAHB). Industrial construction employment multipliers are based on RIMS II multipliers produced by the U.S. Bureau of Economic Analysis for Orange County and based on factoring these multipliers by direct employment. Using an employment multiplier for Orange County of 2.2069 for indirect employment and 1.8175 for construction employment. Direct industrial employee estimate is based on 1,030 employees per square foot and based on information provided by the Bureau of Labor Statistics.

Economic Impacts of New Spending/Sales Tax Revenue

According to information derived from the US Census Bureau, the City of La Habra averages 3.26 people per household. The Volara development is projected to have a total of 58 units, which represents approximately 189 new residents. Based on retail square footage statistics from the International Council of Shopping Centers (ICSC) and Pricewaterhouse Coopers (PwC), it is suggested that it is optimal to plan for approximately 23.6 square feet of retail space per person. To that end, the new residential project will generate a demand of approximately 4,500 square feet of retail, which is currently already available within the trade area. The new residents will help support the existing retail stores in the La Habra area.

The new residents will generate new annual sales tax revenue through general daily consumer spending for various household and personal needs. According to the BLS, the average household spends approximately 30% of their household income on those items that are potentially taxable within a City including food, apparel, transportation, entertainment, personal care products etc. To that end, these new residents will spend approximately \$28,000 per household or \$1,624,000 annually. A portion of those sales will be spent within the 5- or 10-minute trade area, of which ECONsolutions estimates that approximately 70% will be spent within the City's limits or \$1,136,800, which will result in approximately \$11,368 in potential annual sales tax revenue generated from the new residents of the Volara project.

Volara – Residents Economic Impacts of Sales Tax Revenue					
Household Units	Annual Spending per Household	Total Annual Household Spending	Percentage Spent In La Habra	Total Annual Spending in La Habra	Total Annual Sales Tax Revenue Generated
P1 – 7	\$28,000	\$196,000	70%	\$137,200	\$1,372
P2 – 19	\$28,000	\$532,000	70%	\$372,400	\$3,724
P3 – 32	\$28,000	\$896,000	70%	\$627,200	\$6,272
58		\$1,624,000		\$1,136,800	\$11,368

Spending assumes that employees will do 70% of the spending in the same trade area as their work location. This is assuming spending based on ICSC's average of \$146 per week.

Current Allowable Use – Light Industrial Economic Impacts of Sales Tax Revenue - Employees				
Total Employees	Total Annual Spending	Percentage Spent In La Habra	Total Annual Spending in La Habra	Total Annual Sales Tax Revenue Generated
40	\$303,864	70%	\$212,705	\$2,127

There is no industry standard on the percentage of light industrial that will produce sales tax revenue, as well as whether the sales tax will be point of sales or placed in the pool for this study.

City Development Fees

As stated previously, the fees (spelled out below) are considered nonrecurring and as such have no expectation of being paid more than once. The non-recurring fees below are estimates and/or budgeting line items only and are subject to the City of La Habra's changes and discretion.

Volara - Building Permit Fee for Valuations \$1,00,001 and Up	
New Construction	Tenant Improvement and Additions
Multifamily \$29,512 for the first \$1,000,000 plus \$12.75 for each additional \$1,000 or fraction	\$46,376 for the first \$1,000,000 plus \$20.05 for each additional \$1,000 or fraction

Volara - Grading Permit Fees		
Measure	Grading Plan Review	Grading Permit Fees
50 Cubic Yards or Less	No Fee	\$16.00
51 to 100 Cubic Yards	\$15.00	\$25.00
101 to 1,000 Cubic Yards	\$25.00	\$\$25.00 for first 100 yards plus \$11.00 for each additional 100 cubic yards
1,000 to 10,000	\$33.00	\$123.00 for the first 1,000 yards plus \$9.00 for each additional 1,000 yards
10,000 to 100,000	\$33.00 for the first 10,000 cubic yards, plus \$16.00 for each additional 10,000 cubic yards	\$204.00 for the first 10,000 yards, plus an additional \$43.00 for each additional 10,000 cubic yards
100,000 to 200,000	\$176.00 for the first 100,000 cubic yards, plus \$16.00 for each additional 10,000	\$591.00 for the first 100,000 cubic yards, plus \$24.00 for each additional 10,000 cubic yards

Volara - Capital Facilities Capacity Charges (CFCC)	
Multi-Family	Base Charges
3 Bedrooms	\$3,763
2 Bedrooms	\$2,960
1 Bedroom	\$2,114

The base rate for residential CFCC is the 3-bedroom SFR (\$4,228) with all others having a rate that is a percentage of the base rate depending on the size of the unit. The schedule for the base rate shall be as follows:

2018-19	2019-20	2020-21	2021-22	2022-23
\$4,228	\$4,601	\$4,973	\$5,346	\$5,719

Volara - Schedule of Building Permit Fees	
Item	Fee
Plan Check Fees	
Building Plan Check	Building Fee Schedule Valuation Table
Energy Calculations (Title 24) Plan Check	24% of Building Plan Check Fee
Green Building Plan Check	12% of Building Plan Check Fee
Planning Plan Check	
	> \$10,000
	</= \$10,000 but > \$100,000
	</= \$100,000
Building Permit Fees	
Building Permit	Building Fee Schedule Valuation Table
Energy Calculation (Title 24) Permit	24% of Permit Fee
Green Building Permit	12% of Permit Fee
Electrical Permit	Electrical Fee Schedule
Plumbing Permit	Plumbing Fee Schedule
Mechanical Permit	Mechanical Fee Schedule
Other Fees	
General Plan Update	(Project Valuation) x .00044
Development Impact	(sq. Ft. of gross floor area) x .20
OC Sanitation District Capacity Fee	Pass-Through Fee
Fullerton Joint Union High School District	\$3.79 per square foot
Strong-Motion Instrumentation Tax (California)	(Project Valuation) x .00013
California Building Standards Commission	\$1.00 for every \$25,000 in Project Valuation
Park Fee	\$183,000 (based on Park in-lieu fee calculator)

Volara - Schedule of Electrical Permit Fees	
Item	Fee
Issuance fee for each permit	\$20.00
Plan Check	50% of applicable electrical fees
Each meter/panel/subpanel	\$20.00
Electrical feature, outlets, switches:	\$8.00
	Each Item (up to 20)
	Each Additional
Each Garbage Disposal, Dishwasher, Washer or Dryer	\$3.70
Domestic Range or Cooking Unit	\$3.70
Temporary Power Pole	\$20.00
Service for Temporary Power Pole	\$3.75
Generator	\$20.00
Swimming Pool Equipment	\$21.00
Electrical Motors	
	Up to 1 horsepower
	1 to 10 horsepower
	10 to 50 horsepower
	50 to 100 horsepower
	100 to 500 horsepower
Underground Service	\$13.00
Re-inspection Fee	\$63.00

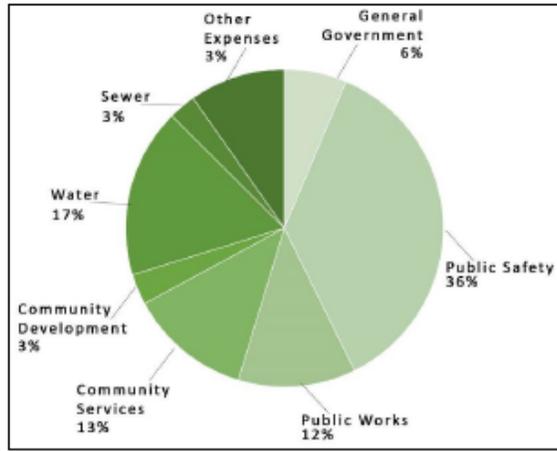
Volara - Schedule of Plumbing Permit Fees		
Item	Fee	
Issuance fee for each permit	\$20.00	
Plan Check	50% of applicable electrical fees	
Each plumbing fixture of trap	\$8.00	
Hose Bibb	\$8.00	
Water Softener	\$8.00	
Water Service Lateral	\$8.00	
Water Treatment Equipment	\$8.00	
Vacuum Breakers (each set of 5)	\$9.00	
Gas Systems Outlet		
	Up to 5 Outlets	\$9.00
	Each Additional Outlet	\$2.00
Grease Interceptor	\$8.00	
Rainwater System Drains (Bldg.)	\$8.00	
Water Heater (including tankless)	\$8.00	
Sewer Connection	\$20.00	
Swimming Pool Equipment	\$21.00	
Septic Tanks and Seepage Pits	\$33.00	
Industrial Clarifiers	\$13.50	
Catch Basins	\$9.00	
Water Connection Meter Size		
	Up to 1"	\$100
	1 ½"	\$200
	2"	\$300
	3"	\$500
	4"	\$700
	6"	\$1,000
	8"	\$1,300
Reinspection Fee	\$57.00	

Volara - Schedule of Mechanical Permit Fees	
Item	Fee
Issuance fee for each permit	\$20.00
Plan Check	50% of applicable electrical fees
Furnaces	
Up to 100K BTU	\$12.00
Over 100K BTU	\$14.50
Boilers, Compressors, Condensers, Absorption	
Up to 3HP	\$12.00
4HP to 15HP	\$22.00
16HP to 30HP	\$29.00
30HP to 50HP	\$43.00
Over 50HP	\$73.00
Air Handlers	
Up to 10K CFM	\$9.00
Over 10K CFM	\$14.00
HVAC Package	
Up to 100K BTU	\$24.00
Over 100K BTU	\$27.00
Ventilation and Exhaust System	
Each fan connected to a single duct	\$9.00
Each fan not part of HVAC System	\$9.00
Vent Hoods	\$9.00
Ducts	\$8.00
Fireplace	\$12.00
Swimming Pool Equipment	\$21.00
Appliances and Equipment not listed	\$14.00
Reinspection	\$58.00

Current Allowable Use – Light Industrial Building – 41,225 SF	
Item	Fee
Building Permit Fee	\$57,518
Plan Check Fee (Commercial)	\$37,386.70
Green Building Permit Fee	\$6,902.16
Green Building Plan Check Fee	\$4,486.40
SMI Commercial 2018	\$1,241.22
Building Standards Administration Fee	\$178.00
Planning Plan Check Major	\$1,566.00
Energy Permit Fee	\$13,804.32
Energy Plan Check Fee	\$8,972.81
Orange County Sanitation District Fees (City Calculated)	\$13,769.15
Gross Floor Area	\$8,245.00
General Plan Update	\$19,504.87

Ongoing Expense – Residential Development

Using a “per resident multiplier method”, which involves dividing the total projected annual revenue from the proposed development by the total trade area population (using the 5-minute trade area as those will be the residents directly impacted by the new residential development). That figure is then multiplied by the estimated new residential population. This 2.9-acre development will have a moderate percentage increase in the ongoing cost to City services and is expressed by multiplying the “per resident multiplier” by the percentage of each expense category from total expenses as stated in the 2017-18 Fiscal Year Comprehensive Annual Financial Report (CAFR). Please note, this does not account for any extraordinary expenses that could occur as a result of some unforeseen circumstances (natural disaster, major accident etc.).



Residential Multiplier Analysis

(Total annual revenue/trade area population) x new residents = residential multiplier

$$(\$23,995/70,115) \times 189 = 65$$

Residential multiplier x percentage of expense categories from total expenses

$$65 \times \text{percentage of each expense category (see expense graph)} = \$65$$

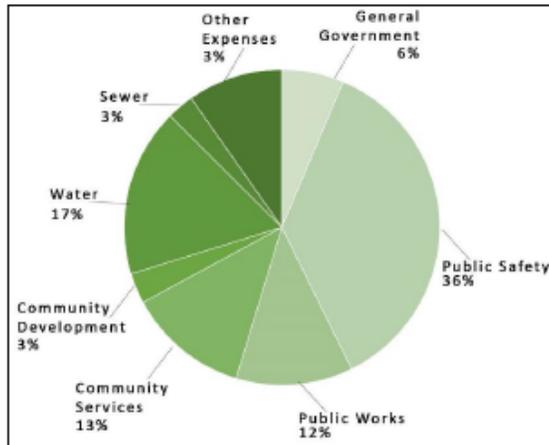
Per resident expense x 365 = ongoing annual expense for new development

$$\$65 \times 365 = \$23,725$$

Expense Category	Expense per Resident	Total Ongoing Annual Expense
General Government	\$7	
Public Safety	\$38	
Public Works	\$13	
Community Services	\$13	
Community Development	\$3	
Other Expense	\$10	
Water	\$18	
Sewer	\$3	
Total Per Resident Expense	\$65	

Ongoing Expense – Industrial Development

Using a “per employee multiplier method”, which is similar to the per resident method previously explained, involves dividing the total projected annual revenue from the proposed development by the total trade area employee population (using a 5-minute trade area as this will be the area directly impacted by the new industrial development). That figure is then multiplied by the estimated new employee population. This 2.9-acre development will have a small percentage increase in the ongoing cost to City services and is expressed by multiplying the “per employee multiplier” by the percentage of each expense category from total expenses as stated in the 2017-18 Fiscal Year Comprehensive Annual Financial Report (CAFR). Please note, this does not account for any extraordinary expenses that could occur as a result of some unforeseen circumstances (natural disaster, major accident etc.).



Employee Multiplier Analysis

(Total annual revenue/trade area population) x new employees = employee multiplier

$$(\$10,152/31,146) \times 40 = 13$$

Employee multiplier x percentage of expense categories from total expenses

$$13 \times \text{percentage of each expense category (see expense graph)} = \$13$$

Per employee expense x 365 = ongoing annual expense for new development

$$\$13 \times 365 = \$4,759$$

Expense Category	Expense per Employee	Total Ongoing Annual Expense
General Government	\$1	
Public Safety	\$5	
Public Works	\$2	
Community Services	\$2	
Community Development	\$0	
Other Expense	\$1	
Water	\$2	
Sewer	\$0	
Total Per Employee Expense	\$13	
		\$4,745

Please note that without additional speculation on the assumed industrial development we cannot provide further details as there are a myriad of impacts to expenses that could be realized based on the type of operation (manufacturing, heavy water uses, storage etc. all have different impacts).

Summary

Revenue projections were projected for the proposed development at the southeast corner of Euclid Street and E. Electric Ave, just south of the Union Pacific Railroad easement in the City of La Habra, for residentially zoned development components in conformance with the adopted zoning per the La Habra General Plan. The proposed development provides revenue in today's dollars with 2019 as the base year. The development is market relevant and will provide sorely needed housing, specifically catering to those who are not interested in purchasing a large home. Additionally, the addition of this development in the City, will provide additional consumer demand in various retail categories ultimately leading to a potential increase in sales tax revenue generated per new household.

Economic Impact Summary

One Time Revenues		
	Volara – Residential Development	Current Allowable Use – Light Industrial
Total Fee Estimate Range	\$632,067 - \$766,098	\$173,574.63

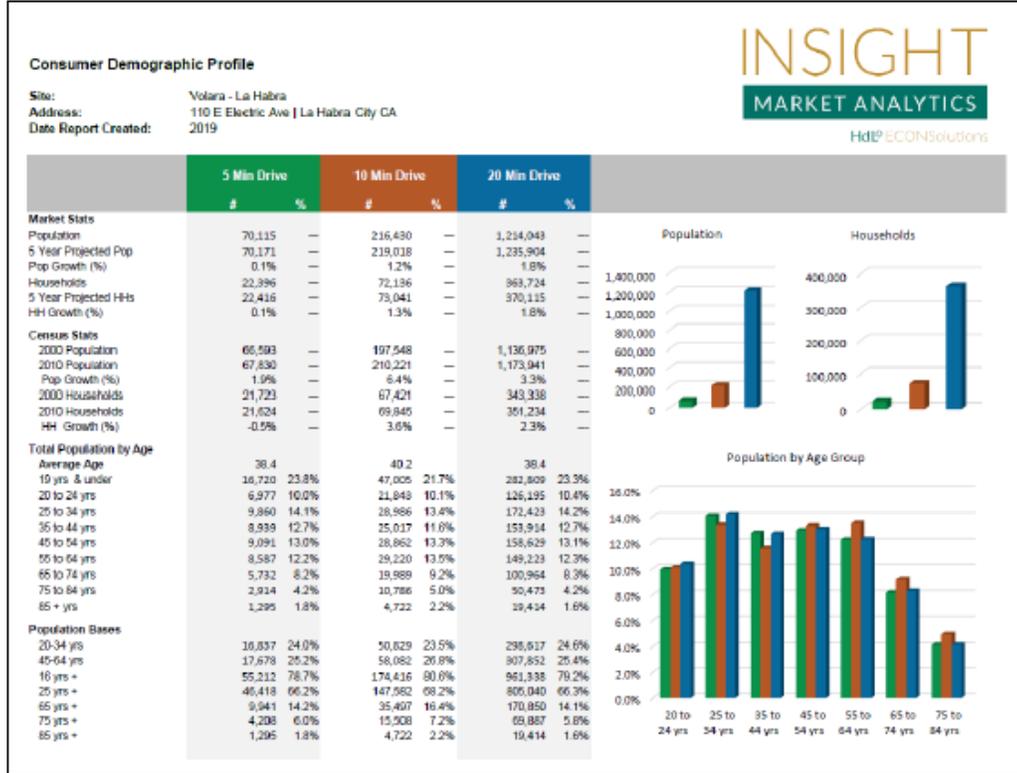
*Does not include pass-through fee estimates and estimated based on City of La Habra provided fee detail

On-Going Revenues		
	Volara – Residential Development	Current Allowable Use – Light Industrial
Property Tax	\$12,627	\$3,331
Sales Tax – Business Related	N/A	N/A
Sales Tax – Spending Related	\$11,368	\$6,821
	\$23,995	\$10,152

Ongoing Expenses		
	Volara – Residential Development	Current Allowable Use – Light Industrial
City Services	\$23,725	\$4,745

While there will seemingly be a greater impact to the expenses incurred by the City for the proposed Volara residential development, the greater expense incurred by the City for a light industrial user under the current M-1 zoning has not been fully extrapolated. Staff conducted a survey of surrounding properties developed with light industrial uses. The survey showed that there was a wide variety of uses ranging from properties used as equipment storage lots, contractor offices, and light industrial or manufacturing uses. Staff took a conservative approach and chose to have the site theoretically developed as a warehouse as a middle-of-the road type use for the comparison purposes of this report. The theoretical warehouse on the site depicts a maximum build-out as per the M-1 zoning standards.

Demographics



Trade Area Map

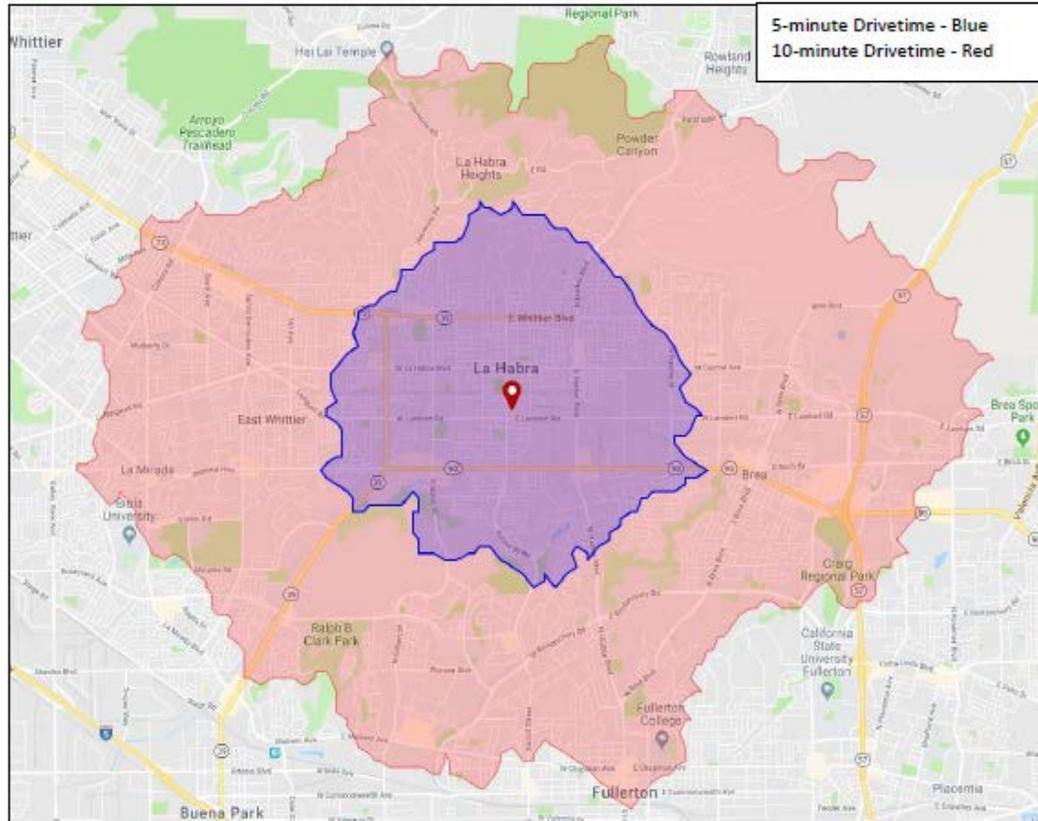


EXHIBIT E
CONDITIONS OF APPROVAL

General conditions:

Standard Condition 1.1 **CODE COMPLIANCE**

The Applicant/developer shall comply with all applicable City of La Habra Municipal Codes and Ordinances.

Standard Condition 1.2 **BUILDING PERMITS**

The Applicant/developer shall comply with all the applicable California/La Habra Building Code requirements and obtain all required permits from the Chief Building Official. Construction shall comply with the California/La Habra Building Code (or Residential Code), California/La Habra Plumbing Code, California/La Habra Mechanical Code, California/La Habra Electrical Code, California/La Habra Energy Code, and California/La Habra Green Building Standards Code, as applicable.

Standard Condition 1.3 **GRAFFITI ABATEMENT**

The Applicant/developer shall maintain the property in a clean and orderly condition at all times and remove any graffiti from the site within forty-eight (48) hours of its discovery in matching colors to the existing improvements.

Standard Condition 1.4 **LA COUNTY FIRE
DEPARTMENT**

The Applicant/developer shall comply with the Los Angeles County/La Habra Fire Code and Fire Department requirements, as applicable.

Standard Condition 1.5 **MINOR MODIFICATIONS**

The Director of Community and Economic Development or designee may approve minor modifications through the Administrative Adjustment process to the conditions of approval so long as the intent of the Planning Commission and/or City Council is maintained.

Standard Condition 1.6 **PLANS**

This approval is for those plans date stamped March 2, 2020 and which are those plans reviewed and approved by the City of La Habra Planning Commission at its meeting of March 23, 2020 and the City Council at its meeting of April 20, 2020. A copy of said plans shall be maintained in the files of the City of La Habra Planning Division. The project shall be

developed and maintained in substantial conformance with said plans, except as otherwise specified in these conditions of approval.

Standard Condition 1.7 COMPLIANCE

The failure to comply with any of these conditions of approval by the property owner/developer shall be grounds for rehearing and consideration by the City Council for possible revocation of Planned Unit Development 19-01.

Standard Condition 1.8 VIOLATION

In the event that the property owner/business operator violates or fails to comply with any of the conditions of approval of this permit, the City may take measures to cure such violations, including but not limited to, administrative citation and full reimbursement of the City for its costs and expenses, including but not limited to, attorney's fees, in undertaking such corrective action. Reimbursement of enforcement costs shall constitute a civil debt and may be collected by any means permitted by law. In the event that violations of this permit occur, the City shall refrain from issuing further permits, licenses or other approvals until such violations have been fully remedied.

Standard Condition 1.9 LANDSCAPE MAINTENANCE

The Applicant/developer shall maintain landscaping in a healthy and well-kept manner at all times. Dead or damaged landscape material/vegetation shall be replaced immediately per the approved landscape plan. The irrigation system shall be maintained at all times. Trees shall be permitted to grow to their maximum height.

Standard Condition 1.10 BUILDING REPAINTING

The Applicant/developer shall maintain the building in good condition at all times and shall repaint the approved buildings and accoutrements every eight (8) years, from the date of this resolution, at a minimum. The Director of Community and Economic Development or designee may require more frequent painting if the improvements are not maintained in good condition. This condition shall be included within the CC&Rs for this project

Standard Condition 1.11 PAVEMENT RESURFACING

The Applicant/developer shall re-slurry and re-stripe the driveway and parking areas every five (5) years, from the date of this resolution, at a minimum. The Director of Community and Economic Development or designee may require more frequent slurry and re-striping if the parking

area is not maintained in good condition. This condition shall be included within the CC&Rs for this project

Standard Condition 1.23 ON-SITE DRAINAGE

The developer shall be responsible for the construction of all on-site drainage facilities as required by the City Engineer.

Standard Condition 1.24 MASTER PLAN OF DRAINAGE

The Applicant/developer shall provide drainage facilities and easements in accordance with the Master Plan of Drainage and to the specifications of the City Engineer.

Standard Condition 1.26 GAS MAINS

The developer shall install all proposed gas mains and services prior to final paving within tract boundaries as required by the City Engineer.

Standard Condition 1.34 GARAGE DOORS

The Applicant/developer shall provide sectional garage doors with automatic openers where face of garage is less than eighteen feet (18') from the back of sidewalk or back of curb when sidewalks are not provided.

Prior to the recordation of the Final Tract Map:

Standard Condition 1.27 DIVISION OF LAND

The Applicant/developer shall meet all provisions of Title 17 (Subdivisions) of the La Habra Municipal Code as they related to the division of land.

Standard Condition 1.28 COMMON OWNERSHIP

The developer shall identify and label by a separate lot number/letter on the final map those portions of the subject property proposed to be held under common ownership.

Standard Condition 1.29 OPEN SPACE

The developer shall dedicate open space lots of the tentative map to the Homeowner's Association.

Standard Condition 2.1 UTILITY EASEMENTS

The Applicant/developer shall ensure that all utility easements are provided

to the specifications of the appropriate utility companies and the City Engineer.

Standard Condition 2.2 HORIZONTAL CONTROL
SYSTEM

The Applicant/developer shall have the project surveyor/engineer tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Sections 7-9-330 and 7-9-337 of the Orange County Subdivisions Code and Orange County Subdivision Manual, Sub article 18, and shall submit to the County Surveyor a digital graphics file of said map.

Standard Condition 2.3 RECIPROCAL EASEMENTS

The Applicant/developer shall provide reciprocal easements ensuring access to all parcels over private roads to the satisfaction of the City Engineer.

Standard Condition 2.4 VEHICULAR ACCESS RIGHTS

The Applicant/developer shall dedicate vehicle access rights to arterials and local collectors to the City of La Habra, and label the map as such, to the satisfaction of the City Engineer.

Standard Condition 4.2 COVENANTS, CONDITIONS,
AND RESTRICTIONS, AND
ASSOCIATION BY-LAWS
(Modified)

The developer shall submit draft Covenants, Conditions, and Restrictions (CC&Rs) and By-Laws of the Homeowner's Association to the Director of Community and Economic Development and the City Attorney for review and approval which must be approved prior to recordation of the final map. The CC&Rs shall include, but not limited to the following provisions:

- a. The CC&Rs and By-Laws shall hold the City harmless from any damage to any private roadways caused by the normal operation of trash trucks.
- b. The CC&Rs and By-Laws shall include a restriction that requires designated car spaces within the garages to be open and available for the parking of residents motor vehicles at all times. All residents shall be required to park their private vehicles in the two enclosed garage spaces.
- c. The CC&Rs and By-Laws shall include a restriction that prohibits the parking or storage of any type of recreational vehicle anywhere on the property including within the garage, except for loading or unloading.

- d. The CC&Rs and By-Laws shall require that all roads designated as Fire Lanes be monitored and enforced by the Homeowner's Association at all times.
- e. The CC&Rs and By-Laws shall require that the property owners and/or Homeowner's Association maintain all fences/walls in good condition at all times.
- f. The CC&Rs and By-Laws shall require the property owners and/or Homeowner's Association to maintain the building(s) in good condition at all times and shall repaint the approved building(s) and accoutrements every eight (8) years at a minimum to the color scheme approved by the City Council. The Director of Community and Economic Development or designee may require more frequent painting if the improvements are not maintained in good condition.
- g. The CC&Rs and By-Laws shall require that the property owners and/or Homeowner's Association re-slurry and re-stripe the driveway and parking areas every five (5) years at a minimum. The Director of Community and Economic Development or designee may require more frequent actions if the improvements are not maintained in good condition.
- h. The CC&Rs and By-Laws shall require that the property owners and/or Homeowner's Association be responsible for the long-term operations and maintenance of the Treatment Control Best Management Practices (BMPs) and for funding the long-term operation and maintenance of Treatment Control BMPs, contained within the Water Quality Management Plan (WQMP). A copy of said approved WQMP shall be made an attachment or exhibit to the CC&Rs.
- i. The CC&Rs and By-Laws shall include a provision which indicates that the Homeowner's Association will allow governmental personnel access to the property for annual inspections to ensure compliance with the approved WQMP and the National Pollutant Discharge Elimination System Permit.
- j. The CC&Rs and By-Laws shall require that the property owners and/or Homeowner's Association comply with the conditions of approval of MND 16-03.
- k. The CC&Rs and By-Laws shall include a provision noting that no public street parking permits shall be issued to the residents of this community.
- l. The CC&Rs and By-Laws shall include a provision restricting residents from parking vehicles in designated guest parking spaces.
- m. The CC&Rs and By-Laws shall include a provision requiring the residents to comply with the approved trash collection plan included in the document. In addition, language shall be included that require that the HOA contract for trash collection services.
- n. The CC&Rs and By-Laws shall include a provision that indicates that any amendments to the CC&Rs and By-Laws require approval from the City of La Habra Community and Economic Development Director.
- o. The CC&Rs and By-Laws shall include a provision that the property owners and/or HOA shall maintain the public right of way along Euclid Street from the face of curb to the front property line.

- p. The CC&Rs and By-Laws shall include a provision that the property owners and/or HOA shall maintain all on-site lighting for private roadways and common walkways.
- q. The CC&Rs and By-Laws shall include a provision that the development shall not be gated, as per the Los Angeles County Fire Department.
- r. The CC&Rs and By-Laws shall include a provision that the HOA shall at all times maintain the dimensions of the approved Fire Apparatus Access Roads as originally approved by the Fire Code Official Pursuant to Fire Code 503.2.2.1.
- s. The CC&Rs shall require all trees planted within the development and public right-of-way be maintained and allowed to mature to their full height. Trees shall only be permitted to be removed due to disease or an immediate threat to public safety as determined by the Director of Community and Economic Development and the Director of Public Works.

Prior to the issuance of grading permits:

Standard Condition 3.1 EROSION CONTROL PLAN

The Applicant/developer shall submit Erosion Control Plans to be reviewed and approved by the Chief Building Official.

Standard Condition 3.2 SLOPE EASEMENT/RIGHT-OF-ENTRY

The Applicant/developer shall obtain either slope easements or right-of-entry letters from the adjacent property owners for any grading outside of the project boundaries.

Standard Condition 3.3 HYDROLOGY/HYDRAULIC STUDY

The Applicant/developer shall provide a complete hydrology and hydraulic study prepared by a qualified engineer to the satisfaction of the City Engineer.

Standard Condition 3.4 SOILS REPORT

The Applicant/developer shall provide a geotechnical investigation report prepared by a qualified engineer to the satisfaction of the Chief Building Official.

Standard Condition 3.5 DESIGN OF DRAINAGE FACILITIES

The Applicant/developer shall design all drainage facilities in such a manner

as to imitate the manner in which storm water is presently crossing said property line or a drainage acceptance letter shall be obtained from the downstream property owner to the satisfaction of the Chief Building Official and City Engineer.

Standard Condition 3.6 STORM WATER POLLUTION
PREVENTION PLAN

The Applicant/developer shall demonstrate that coverages has been obtained under California's General Permit for Stormwater Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. Projects subject to this requirement shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the SWPPP shall be kept at the project site and be available for review on request. Best Management Practices shall be used during construction to prevent construction materials and soil from entering the storm drain.

Standard Condition 3.7 STREET DEDICATION

The Applicant/developer shall dedicate public street right-of-way and construct street widths in conformance with the street cross sections shown on the approved map as approved by the City Engineer.

Standard Condition 3.8 PLANS SUBMITTAL

The Applicant/developer shall provide street improvement plans prepared on standard size sheets by a licensed Civil Engineer and be submitted for approval to the City Engineer. Standard plan check and inspection fees shall be paid by the Applicant.

Standard Condition 3.9 UTILITY PLANS

The Applicant/developer shall provide all utility plans to be reviewed and approved by the Director of Community and Economic Development or designee and the City Engineer.

Standard Condition 3.11 GRADING

The Applicant/developer shall grade the subject property in accordance with the Grading Ordinance and to the satisfaction of the Chief Building Official. A grading plan shall be submitted by the Applicant/developer for review and approval. Grading shall be in substantial conformance with the proposed grading that is approved by the City Council. Surety shall be posted to the

satisfaction of the Chief Building Official and the City Attorney guaranteeing completion of grading within the project.

Standard Condition 4.3 FINAL WATER QUALITY
MANAGEMENT PLAN

The Applicant/developer shall submit a Final Priority WQMP to the City for review and approval. This plan shall be in conformance with all current NPDES requirements.

Standard Condition 4.8 WATER SUPPLY AND SEWER
FACILITIES (Modified)

The developer/property owner shall ensure that the water supply facilities and sewer facilities be designed and constructed to the specifications of the City of La Habra and the Public Works Director with all incidental fees and costs paid by the developer. All storm drains, sewers, waterlines and roadways on private property will be maintained by the Applicant/developer.

Standard Condition 4.11 STREET LIGHT INSTALLATION
(Modified)

The Applicant/developer shall be responsible for installing new streetlights on Euclid Street to include footings with electrical wiring conduits placed underground, to the satisfaction of the City Engineer and Southern California Edison Company and the advance energy charges paid. Proof of installation order of the actual streetlights shall be provided prior to building permit issuance.

Standard Condition 4.12 TRAFFIC STRIPING AND
SIGNING PLAN

The Applicant/developer shall provide an on-site and off-site traffic striping and traffic signing plan to the satisfaction of the City Engineer.

Prior to the issuance of building permits:

Standard Condition 4.1 CONDITIONS ON CONSTRUCTION
PLANS

The Applicant/developer shall include the conditions of approval of this resolution on the construction plans.

Standard Condition 4.3 FINAL PRIORITY PROJECT WATER
QUALITY MANAGEMENT PLAN

The Applicant/developer shall submit a Final Priority Project WQMP to the City for review and approval by the City Engineer or designee. This plan shall be in conformance with all current NPDES requirements.

Standard Condition 4.7 RECORDATION OF FINAL MAP

The developer shall prepare and record a final Tract Map per the requirements of the City Engineer, prior to the issuance of building permits for the first unit, as per the Subdivision Map Act and the La Habra Municipal Code.

Standard Condition 4.8 WATER SUPPLY AND
SEWER FACILITIES

The Applicant/developer shall ensure that the water supply facilities and sewer facilities be designed and constructed to the specifications of the City of La Habra and the Public Works Director with all incidental fees and costs paid by the Applicant/developer.

Standard Condition 4.9 PARK DEVELOPMENT FEES

The developer shall pay all applicable City of La Habra Park Development Fee to mitigate the potential impacts on local recreational facilities and recreation services as required by Chapter 15.48 "RESIDENTIAL BUILDING FEES" of the La Habra Municipal Code.

Standard Condition 4.10 SITE LIGHTING PLAN (Modified)

The applicant/developer shall submit a site lighting plan in conformance with city standards for review and approval by the Chief Building Official and the Director of Community and Economic Development or designee prior to the issuance of building permits. The plan shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) shall employ illumination in a manner that meets the approval of the Chief Building Official and the Director of Community and Economic Development or designee before Building Permits are issued. All light fixtures shall be designed and located in a manner that does not allow spill-over onto adjacent properties. All outdoor fixtures shall be compatible with the Architectural theme of the project.

Standard Condition 4.12 TRAFFIC STRIPING AND
SIGNING PLAN

The developer shall provide an on-site and off-site traffic striping and traffic signing plan to the satisfaction of the City Engineer prior to issuance of

building permits. All striping and signage shall be installed prior to issuance of Certificate of Occupancy for the first unit.

Standard Condition 4.14 PARKING LOT STRUCTURAL
SECTIONS

The Applicant/developer shall provide parking lot structural sections, which shall be based on recommendations of a soils engineer, to be approved by the City Engineer.

Standard Condition 4.15 SERVICE TRUCK ACCESS

The Applicant/developer shall provide access for service trucks across prepared surfaces suitable for continuous heavy truck usage, as determined by the City Engineer.

Standard Condition 4.16 STREET IMPROVEMENTS

The Applicant/developer shall be responsible for rehabilitating the roadway pavement and parkway improvements between the street centerline to the right-of-way line which includes, but is not limited to, sidewalk, curb and gutter and street paving as required by the City Engineer, prior to the issuance of a Certificate of Occupancy.

Standard Condition 4.17 UNDERGROUND UTILITIES
(Modified)

The Applicant/developer shall provide an approved utility company plan to the City Engineer showing that all on-site utilities within the project be installed underground in accordance with current utility practices prior to the issuance of building permits. Should above-ground equipment boxes be utilized, they shall be aesthetically enhanced to match the surrounding development as approved by the Director of Community and Economic Development in accordance with the requirements of the utility company. All on-site utilities shall be installed prior to Certificate of Occupancy and before final on-site paving and parkway improvements. All existing aerial utilities shall be removed and/or placed underground including street light wires and other overhead wires for any area abutting the project area. The City Engineer shall have the right to comment, modify, approve or disapprove the utility plan for each utility. The overhead utilities along the east, west, and north property lines shall be placed underground and the wood poles removed prior to issuance of the Certificate of Occupancy for the first unit.

Standard Condition 4.18 WATER AND/OR SEWER SERVICE

The Applicant/developer shall submit development plans for the property to the Public Works Department so that the Utility Authority can establish the Terms and Conditions for Water and/or Sewer Service. The sewer and water facility will be maintained by the Applicant/developer.

Standard Condition 4.19 ENHANCED CONCRETE DRIVEWAYS

The Applicant/developer shall install decorative enhanced concrete, such as stamped and colored, at the entrances into the development within the street front setback to the satisfaction of the Director of Community and Economic Development or designee, prior to the issuance of a Certificate of Occupancy. A durable clear sealer shall be applied to this area to preserve the color and resist marking.

Standard Condition 4.20 FIRE HYDRANTS

The Applicant/developer shall install new public fire hydrant(s) to the satisfaction of the Los Angeles County Fire Department and City Engineer. The Applicant/developer shall install one onsite fire hydrant on Euclid Street to the south of the proposed driveway and two (2) additional private on-site hydrants to the satisfaction of the Los Angeles County Fire Department.

Standard Condition 4.22 LANDSCAPE PLANS (Modified)

The Applicant/developer shall submit for review and approval detailed landscape and irrigation plans prepared by a licensed landscape architect to the Director of Community and Economic Development or designee and the Director of Public Works that is consistent with the City's Water Efficient Landscape Ordinance and Landscaping Guidelines document for the whole site. The plan shall include the use of a separate connection, backflow preventer and connection for future reclaimed water service. At a minimum, tree size shall be 24-inch box and shrubs shall be five (5) gallon size. Spacing of ground cover plants shall be spaced at 12-18 inches on center and shrubs shall be spaced at 18-24 inches on center. Metal cages, painted green, shall be used to protect irrigation check valves and controllers. All above ground piping, such as double detector check valves, shall not be placed in front setbacks and shall be screened with landscaping and painted green. Protective bollards, when needed, shall be of a decorative type and/or painted green where appropriate. The City project manager shall inspect and approve all plants and trees prior to planting.

Standard Condition 4.23 PERIMETER WALL PLANS (Modified)

The Applicant/developer shall submit for review and approval a plan to enclose the property with decorative masonry walls and decorative cap, with the design to be approved by the Director of Community and Economic

Development or designee. The perimeter wall along the east property line shall be increased to eight feet in height. At no time shall bare precision block be used. An acceptable type of masonry block shall be split face, slump stone, or stucco-coated block. Drainage from the Union Pacific Railroad Right-of-Way shall be allowed to flow under/through the proposed north property line wall.

Standard Condition 4.26 SEPARATE FIRE LINE CONNECTION

The Applicant/developer shall provide plans for review by the City Engineer to install a separate fire-line connection with backflow assembly to service the on-site fire protection sprinkler system and submit a fire flow test from an independent company to ensure proper size of the fire line, to the satisfaction of the Public Works Director and Fire Department.

Standard Condition 4.27 PRE-CONSTRUCTION MEETING

The developer shall have a pre-construction meeting with City staff prior to any construction activity occurring, to the satisfaction of the Director of Community and Economic Development or designee.

Standard Condition 4.28 EXTERIOR STREET IMPROVEMENTS

The Applicant/developer shall construct all exterior street improvements to the satisfaction of the City Engineer. Any unused drive approaches along Euclid Street shall be removed and replaced with new curb and gutter and sidewalk. Plans shall be submitted prior to issuance of building permits and all work completed prior to issuance of a Certificate of Occupancy.

Standard Condition 4.29 RECYCLING PLAN

The Applicant/developer shall prepare construction and demolition waste recycling plans for review and approval by the Director of Public Works.

Standard Condition 4.50 MONUMENT SIGNS

The developer/applicant shall provide the precise location of new monument signs and be subject to the final review and approval of the City Engineer and the Director of Community and Economic Development, prior to issuance of the building permits.

Prior to authorization to use, occupy, and/or operate:

Standard Condition 1.21 SIDEWALK INSTALLATION (Modified)
The Applicant/developer shall reconstruct the sidewalk on the east side of Euclid Street and provide a new meandering sidewalk prior to issuance of Certificate of Occupancy to the satisfaction of the City Engineer.

Standard Condition 5.4 STREET LIGHT INSTALLATION
(Modified)

The required streetlights shall be installed to the satisfaction of the City Engineer and Southern California Edison prior to issuance of Certificate of Occupancy for the first unit.

Standard Condition 5.6 CONFORMANCE TO DRAINAGE
AREA PLAN

The Applicant/developer shall demonstrate conformance with the general conditions as stated in the current Drainage Area Management Plan (DAMP) and with the WQMP, to the satisfaction of the City Engineer.

Standard Condition 5.7 LANDSCAPE INSTALLATION

The Applicant/developer shall install all required landscaping and irrigation systems as per the approved plans to the satisfaction of the Director of Community and Economic Development or designee. Upon final inspection, staff will verify quantity, size, placement, and health of all plant material, at which time staff may require replacement or addition of landscaping material to ensure a high quality planting.

Standard Condition 5.8 STREET TREE INSTALLATION

The developer shall plant street trees per the City of La Habra Master Street Tree Planting Plan and provide irrigation to each street tree to the satisfaction of the Public Works Director.

Standard Condition 5.9 FINAL WATER QUALITY
MANAGEMENT PLAN

The developer shall submit to the City Engineer for review and approval a Final Priority Water Quality Management Plan (WQMP). The WQMP for priority development projects must implement Low Impact Development (LID) principles such that projects infiltrate, harvest, re-use, evapotranspire, or biotreat stormwater runoff.

Standard Condition 5.10 FINAL WATER QUALITY
MANAGEMENT PLAN – BEST
MANAGEMENT PRACTICES

The Applicant/developer shall demonstrate the following issues related to the WQMP to the satisfaction of the City Engineer:

- a. Demonstrate that all structural BMPs described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
- b. Demonstrate that the Applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
- c. Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site and for the future occupiers.
- d. Demonstrate that a mechanism or agreement acceptable to the City has been executed for the long-term funding and performance of BMP operations, maintenance, repair, and/or replacement.

Standard Condition 5.13

CATCH BASIN MARKING

The Applicant/developer shall mark all catch basins and public access points that cross or abut an open channel with a water quality message in accordance with City Standards to the satisfaction of the City Engineer.

Project specific conditions:

1. The Applicant/developer shall comply with all mitigation measures of the Mitigation Monitoring and Reporting Plan of Environmental Impact Report (SCH# 2019060214) as per the Resolution for EIR 18-01.
2. The Applicant/developer shall remit to the City of La Habra an affordable housing in-lieu of fee of \$10,000 per unit prior to issuance of building permits, to be accepted by the Director of Community and Economic Development or designee.
3. The Applicant/developer shall design and install artwork in a public place on or in the vicinity of the project site, as approved by the Community Services Commission prior to issuance of a Certificate of Occupancy. The cost or value of such work shall equal or exceed one percent (1%) of the project cost, as determined by the Chief Building Official. In-lieu of acquiring and installing artwork, the project Applicant may contribute an amount equal to one percent (1%) of the project cost to the Public Arts Fund prior to the issuance of building permits.
4. The Applicant/developer shall prepare an analysis that documents the total energy savings of the project versus the Building Codes, including the use of energy efficient appliances, lighting, and alternative-energy infrastructure showing a 20% reduction in energy use prior to the issuance of building permits, pursuant to the requirements of the City's approved Climate Action Plan.

5. The Applicant/developer shall include an energy efficient landscape design plan that reduces exterior heat gains and heat island effects through the installation of trees, reflective paving materials, and cool roofs to reduce energy demand within the project. The plan shall be submitted for review and approval by the Director of Community and Economic Development prior to the issuance of Building Permits.
6. The Applicant/developer shall reimburse the City for costs associated with the preparation of the Development Agreement in the amount of \$8,202.70 prior to issuance of grading permits, to be accepted by the Director of Community and Economic Development or designee.
7. The Applicant/developer shall provide a final trash pick-up plan to the Director of Community and Economic Development and City Engineer for review and approval prior to the issuance of any building permits.
8. The Applicant/developer shall place addresses on each of the trash and recycling bins that correspond to the residential units, to the satisfaction of the City Engineer.
9. The Applicant/developer shall install "15 MPH" advisory speed limit signs on the internal drive aisles to keep vehicle speeds low prior to the issuance of a Certificate of Occupancy and to the satisfaction of the City Engineer and Traffic Manager.
10. The developer shall provide street names and signs for all proposed roadways within the development to be approved by the Director of Community and Economic Development and shall also provide approved address numbers to all future buildings prior to the issuance of Certificate of Occupancy to the satisfaction of the Chief Building Official.
11. The Applicant/developer shall place all mailboxes in accordance with U.S. Postal Regulations, as reviewed and approved by the Director of Community and Economic Development and the La Habra Postmaster prior to the issuance of a Certificate of Occupancy.
12. The Applicant/developer shall install and maintain in a serviceable manner all onsite Fire Department vehicular access roads prior to and during the time of construction. Fire Code 501.4.
13. The Applicant/developer shall maintain all fire lanes clear of all encroachments at all times in accordance with Title 32, County of Los Angeles Fire Code.

14. The Applicant/developer shall provide a road with a minimum unobstructed width of 26 feet, exclusive of shoulders and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building. Fire Code 503.1.1 & 503.2.2.
15. The Applicant/developer shall provide for firefighting and rescue purposes a minimum 5-foot wide firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls as approved by the County of Los Angeles Fire Department. Fire Code 504.1
16. Multiple residential buildings having entrances to individual units not visible from the street or road shall have unit numbers displayed in groups for all units within each structure. Such numbers may be grouped on the wall of the structure or mounted on a post independent of the structure and shall be positioned to be plainly visible from the street or road as required by the Fire Code 505.3 and in accordance with Fire Code 505.1.
17. All fire hydrants shall measure 6" x 4" x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.
18. The required fire flow for the public fire hydrants for this project is 3500 gpm at 20 psi residual pressure for a duration of three (3) hours. Three public fire hydrants flowing simultaneously may be used to achieve the required fire flow. Fire Code 507.3 & Appendix B105.1.
19. The Applicant/developer shall install all required fire hydrants, have them tested and accepted by the Fire Department prior to beginning construction. Fire Code 501.4.
20. The Applicant/developer shall provide and maintain serviceable vehicular access throughout the construction areas to all required fire hydrants.
21. The Applicant/developer shall provide all proposed structures with automatic fire sprinkler systems that are designed and maintained in accordance with NFPA 13. Approved automatic sprinkler systems in new buildings and structures shall be provided in locations described in Sections 903.2.1 through 903.2.12 of the County of Los Angeles Fire Code.

22. The Applicant/developer shall submit plans for underground piping for the private on-site fire hydrants to the Sprinkler Plan Check Unit for review and approval prior to installation. Fire Code 901.2 & County of Los Angeles Fire Department Regulation 7.

EXHIBIT F MITIGATION MONITORING AND REPORTING PROGRAM

4. MITIGATION MONITORING

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified in Table 1 provided below and on the following pages.

Table 1 Mitigation-Monitoring Program			
Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 1 (Aesthetic Impacts). The Applicant shall ensure that appropriate light shielding is provided for the parking area lighting as a means to limit glare and light trespass. The site lighting plan must be submitted to the Chief Building Official for review and approval prior to the issuance of any building permits to ensure that the proposed project does not become visible throughout the community.</p>	<p>Chief Building Official</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of building permits.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends at the completion of the project.</p>	<p>Date:</p> <p>Name & Title:</p>
<p>Mitigation Measure No. 2 (Aesthetic Impacts). The Applicant shall prepare an interior parking and street lighting plan and an exterior photometric plan indicating the location, size, and type of existing and proposed lighting to be submitted for review and approval to the Chief Building Official and Director of Community Development before building permits are issued. A reading of "o" foot candles shall be identified at property lines.</p>	<p>Director of Community Development and the Chief Building Official</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of building permits.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends at the completion of the project.</p>	<p>Date:</p> <p>Name & Title:</p>
<p>Mitigation Measure No. 3 (Aesthetic Impacts). The Applicant must plant fast growing trees and shrubs along the south side of the project site to minimize light spillover onto the adjacent residential properties. The proposed trees/shrubs shall be identified on the landscape plan to be submitted to the Director of Community Development for review and approval prior to issuance of any building permits.</p>	<p>Director of Community Development and the Chief Building Official</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of any building permit.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 4 (Biological Resources Impacts). If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, the biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit for the project.</p>	<p align="center">Director of Community Development • <i>(Applicant is responsible for implementation)</i></p>	<p align="center"><i>Prior to the issuance of any permit.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 5 (Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal representatives and the City's Community Development Director. The monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.</p>	<p align="center">Community Development Director and the Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p align="center"><i>Prior to the issuance of any permit.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 6 (Energy Impacts). The project Applicant must submit building plans that identify installation of solar water heaters within all units to the Chief Building Official for review and approval prior to the issuance of any building permits.</p>	<p align="center">Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p align="center"><i>Prior to the issuance of building permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 7 (Energy Impacts). The project Applicant must submit building plans that identify installation of solar panels for all units to the Chief Building Official for review and approval prior to the issuance of any building permits.</p>	<p>Chief Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of building permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 8 (Energy Impacts). The project Applicant shall submit to the Chief Building Official for review and approval an Energy Efficient Program that identifies all energy savings measures incorporated into the development project that implements the City's adopted Climate Action Plan that requires a 20% energy savings above Title 24 building code requirements prior to issuance of building permits.</p>	<p>Chief Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of building permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 9 (Geology and Soils Impacts). The Applicant must ensure that positive drainage is planned for the site. Drainage must be directed away from structures via non-erodible conduits to suitable disposal areas. These improvements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of grading permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 10 (Geology and Soils Impacts). The Applicant must ensure that concrete slabs on grade will be supported on at least one foot of engineered fill compacted to a minimum of 90 percent relative compaction. Slabs must be at least four inches thick and reinforced with a minimum of No. 4 Rebars 18 inches on center. These improvements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of grading permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 11 (Geology and Soils Impacts). The Applicant must ensure that the underlying soils are kept moist prior to casting the slab. However, if the soils at grade become disturbed during construction, they should be brought to approximately optimum moisture content and rolled to a firm, unyielding condition prior to placing concrete. These requirements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of grading permits with on-site inspections during the project's grading and construction phases. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 12 (Geology and Soils Impacts). The Applicant must use a vapor barrier consisting of plastic film in areas where a moisture sensitive floor covering will be used. The vapor barrier should be properly lapped and sealed. Since the vapor barrier will prevent moisture from draining from fresh concrete, a better concrete finish could be obtained if at least two inches of wet sand is spread over the vapor barrier prior to placement of concrete. These improvements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of grading permits.</i> • Mitigation ends at the completion of the design phase.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 13 (Geology and Soils Impacts). All utility line backfills, both interior and exterior, must be compacted to a minimum of 90 percent relative compaction and must require testing at a maximum of two feet vertical intervals. These requirements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of grading permits with on-site inspections during the project's grading and construction phases.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 14 (Geology and Soils Impacts). Hardscape and slab sub grade areas shall exhibit a minimum of 90 percent relative compaction to a depth of at least one foot. These requirements shall be identified on the grading plan to be submitted to the Chief Building Official for review and approval prior to the issuance of any grading permits.</p>	<p>Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of grading permits with on-site inspections during the project's grading and construction phases.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 15 (Geology and Soils Impacts). The applicant/developer must retain a County-certified paleontologist approved by the City to conduct full-time monitoring during all earth-moving activities involving previously undisturbed sediments of the La Habra and San Pedro Formations along with periodic paleontological spot checks within excavation areas mapped as Quaternary alluvium exceeding depths of five feet to determine if older, paleontologically sensitive sediments are present. If paleontological resources are encountered during ground-disturbing activities, work in the immediate vicinity of the resource shall cease until a County-certified paleontologist has assessed the discovery and appropriate treatment is determined and implemented. The selected paleontologist shall be submitted to the Director of Community Development for approval and shall be retained prior to the issuance of any permits for the project. The paleontologist shall submit a final report upon completion of his work noting any findings discovered on site to the Director of Community Development prior to issuance of any Certificate of Occupancy permits.</p>	<p align="center">Community Development Director • (Applicant is responsible for implementation)</p>	<p align="center"><i>Prior to issuance of any permits with on-site inspections during the project's grading and construction phases.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 16 (Greenhouse Gas Impacts). The Applicant shall submit for review and approval a demolition/construction waste recycling plan pursuant to the City's C&D Waste Management Ordinance to the Director of Public Works prior to the issuance of demolition/building permits.</p>	<p align="center">Director of Public Works • (Applicant is responsible for implementation)</p>	<p align="center"><i>Prior to issuance of demolition/building permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 17 (Greenhouse Gas Impacts). The Applicant shall have all plumbing fixtures employ Title 24 requirements to be documented on the building plans submitted to the Chief Building Official for approval prior to issuance of building permits.</p>	<p align="center">Chief Building Official • (Applicant is responsible for implementation)</p>	<p align="center"><i>Prior to issuance of building permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 18 (Greenhouse Gas Impacts). The Applicant shall install new landscaping adding to the appearance of the project site and greater facility as a whole, but also conforming to R3-A1 of the City's CAP reduction measures. The improvements shall be shown on the landscape plan to be submitted for review and approved by the Community Development Director prior to issuance of building permits.</p>	<p align="center">Community Development Director • (Applicant is responsible for implementation)</p>	<p align="center"><i>Prior to issuance of building permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 19 (Greenhouse Gas Impacts). The Applicant shall submit an irrigation plan for the new landscaped areas that employs timers and other equipment that will maximize water conservation. Plans are to be submitted to the Director of Community Development and Director of Public Works for review and approval prior to issuance of building permits.</p>	<p>Director of Community Development and the Director of Public Works • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to issuance of building permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 20 (Greenhouse Gas Impacts). The Applicant/operator shall comply with the City's waste reduction and recycling requirements. A Waste and Reduction and Recycling Plan shall be submitted to the Public Works Director for review and approval prior to issuance of a Certificate of Occupancy.</p>	<p>Director of Public Works • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to issuance of a Certificate of Occupancy.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 21 (Greenhouse Gas Impacts). The Applicant shall design exterior lighting to avoid wasted energy through the elimination of unnecessary lighting. The Exterior Lighting Plan shall be submitted to the Director of Community Development and the Chief Building Official for review and approval prior to issuance of a building permit.</p>	<p>Director of Community Development and Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to issuance of a building permit.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 22 (Hazards & Hazardous Materials Impacts). The Applicant shall have ACM and/or LBP be removed from the site prior to any activities which will disturb these materials. Asbestos disturbance and/or removal must be conducted by a California Division of Occupational Safety and Health (DOSH) registered and State licensed asbestos removal contractor. Disturbance and/or abatement operations shall be performed under the direct supervision of a California Certified Asbestos Consultant or Certified Site Surveillance Technician. The California Certified Asbestos Consultant must be approved by the Chief Building Official prior to the issuance of a demolition permit.</p>	<p>Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of a demolition permit.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 23 (Noise Impacts). The Applicant must ensure that the contractors use construction equipment that includes working mufflers and other sound suppression equipment as a means to reduce machinery noise. Such certification shall be provided to the Chief Building Official for his review and approval prior to the issuance of any permit for the project.</p>	<p>City Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of any permits.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 24 (Noise Impacts). The Applicant shall place temporary noise barriers to be erected along the site's northern, southern, and western boundaries. These sound barriers will be designed to attenuate construction noise. For this project, plywood fencing measuring 12 feet high with a minimum width of half an inch must be used. These barriers must be identified on the building plans to be reviewed and approved by the Chief Building Official and in place prior to the commencement of demolition and construction activities. The City Inspector must confirm the presence of the barriers prior to the issuance of a demolition permit.</p>	<p>City Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of a demolition permit. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 25 (Noise Impacts). The applicant shall construct 8-foot-high noise barrier setback 10 feet from the western property line for the three units that occupy frontage along the east side of Euclid Street. The 8-foot-high noise barrier shall consist of a decorative 30-inch-high block wall then extended upward with a plexiglass barrier. The thickness of the plexiglass is to achieve an 8.0dBA reduction. The precise location of the sound barrier shall be detailed on the building plans to be submitted to the Chief Building Official and the Director of Community Development for review and approval prior to issuance of any building permit. The wall must be erected prior to the issuance of a Certificate of Occupancy.</p>	<p>City Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of any permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 26 (Noise Impacts). The Applicant shall not utilize pile drivers or auger type equipment. A note to this effect shall be placed on the building plans to be submitted to the Chief Building Official for review and approval prior to the issuance of a grading permit.</p>	<p>City Building Official • (Applicant is responsible for implementation)</p>	<p>Prior to the issuance of a grading permit. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 27 (Public Services Impacts). The Applicant shall ensure that all exterior lighting (i.e., parking areas, building areas, and entries) are identified on the building plans that employ illumination in a manner that meets the approval of the Chief Building Official and Police Chief before Building Permits are issued.</p>	<p>Chief Building Official and the Police Chief • (Applicant is responsible for implementation)</p>	<p>Prior to issuance of building permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 28 (Public Services Impacts). The Applicant's building and site improvements plans shall conform to the City of La Habra Security Ordinance standards as required by the Police Chief and the Chief Building Official before building permits are issued.</p>	<p>Chief Building Official and the Police Chief • (Applicant is responsible for implementation)</p>	<p>Prior to issuance of building permits. • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

**Table 1
Mitigation-Monitoring Program (continued)**

Measure	Enforcement Agency	Monitoring Phase	Verification
<p>Mitigation Measure No. 29 (Transportation Impacts). The Applicant must ensure that the height of shrubs, plants, and other visual obstructions be limited to a maximum height of thirty inches within the street landscape setback area to maintain sufficient corner sight distance of the driveway. A note to this effect shall be placed on the landscape plan and within the CC&R's to be submitted for review and approval by the Community Development Director prior to issuance of building permits.</p>	<p align="center">Community Development Director • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to issuance of a building permits.</i> • Mitigation to continue over the project's operational life.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 30 (Transportation Impacts). The Applicant must prepare a parking management plan per the Parking Study that was prepared. Conditions to be included within the parking management plan shall include provisions that garages not be used for storage or recreational vehicles, that a yearly inspection be conducted of all unit garages, no street parking permits will be issued to residents of the residential community, no parking be permitted in undesignated parking areas, and that guest parking spaces are only to be used by guests and not residents of the community. This parking management plan must be reviewed and approved by the Community Development Director and made a part of the CC&R's prior to the issuance of building permits.</p>	<p align="center">Community Development Director • <i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to issuance of building permits.</i> • Mitigation to continue over the project's operational life.</p>	<p>Date: Name & Title:</p>
<p>Mitigation Measure No. 31 (Tribal Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, pot-holing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal representatives and the City's Community Development Director and will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official.</p>	<p align="center">Community Development Director and the Chief Building Official • <i>(Applicant is responsible for implementation)</i></p>	<p><i>During the project's grading and construction phases.</i> • Mitigation ends when construction is completed.</p>	<p>Date: Name & Title:</p>

EXHIBIT G PARKING ANALYSIS



September 12, 2019

Chris Segesman
Bonanni Development
5500 Bolsa Ave, Suite 120
Huntington Beach, CA 92649

**Re: Parking Variation - 58-Unit Townhome
SEC of Euclid Street and Electric Street, La Habra**

Dear Chris,

Per your request, we have conducted a parking study for the proposed townhome developments. This letter presents our analysis in regards to parking for the proposed uses.

PROJECT INFORMATION

The project is located at the southeast corner of Euclid Street and Electric Street in La Habra. Vicinity map is shown in **Exhibit 1**. The proposed development totals 58-unit townhomes, including 26 two-bedroom and 32 three-bedroom units. The site provides 181 parking spaces, including 116 garage spaces and 65 outdoor spaces. Site plan is shown in **Exhibit 2**.

PARKING STANDARDS

Parking requirements for multi-family residence according to the Municipal Codes of the City of La Habra are shown in **Table 1**. The project is required to provide 190 spaces, including 116 garage spaces and 74 additional spaces (as outdoor and guest parking). The site plan shows a total of 181 spaces, including 116 garage spaces and 65 outdoor spaces. The project has a parking deficit of nine (9) spaces based on La Habra standards, equivalent to 4.7% parking deduction.

K2 Traffic Engineering, Inc.

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Table 1. Parking Calculation per La Habra Standards

Multi-Family Dwelling	Units	Parking Requirement (per Dwelling Unit)	Garage Parking	Additional Parking	Total Parking
Two Bedrooms	26	2 garage parking + 0.5 outdoor parking + 0.5 guest parking	52	26	78
Three Bedrooms	32	2 garage parking + 1 outdoor parking + 0.5 guest parking	64	48	112
Required			116	74	190
Provided					181

SIMILAR DEVELOPMENTS

In cooperation with the City, this study has researched three similar residential townhome developments that are recently completed and similar in size and number of dwelling units. As shown in **Table 2**, the comparison of townhome parking indicates that parking ratios average 2.53 parking spaces per dwelling unit and 0.84 parking spaces per bedroom. The proposed project provides 3.12 parking spaces per dwelling unit and 1.22 parking spaces per bedroom, exceeding not only the average parking ratio, but any parking ratio of the comparable townhomes in the list.

On-site observations were conducted at each site on a typical weekday and on a Saturday during a non-holiday week. As a conservative approach, the parking count assumes that all garages are fully parked and parking on public streets are completely used by residents and guests of the surveyed townhomes. The survey data for weekday and weekend parking conditions are shown in **Tables 3 and 4**, respectively.

Table 2. Comparison of Townhome Parking

City	Townhome Location Address	Dwelling Unit (DU)				Total DU	Total Bedrooms	Provided Parking	Parking Ratio	
		Two- Bedroom	Three- Bedroom	Four- Bedroom	Per DU				Per Bedroom	
Santa Ana	1010 S. Harbor Blvd	16	63	0	79	221	198	2.51	0.89	
Cypress	4604 Lincoln Ave	15	10	32	57	188	163	2.86	0.86	
Los Angeles	2753 Waverly Drive	22	24	17	63	184	141	2.24	0.76	
Average								2.53	0.84	
La Habra	SEC of Euclid St and Electric St	26	32	0	58	148	181	3.12	1.22	

Table 3. Weekday Surveyed Townhome Parking Rates per Dwelling Unit

Parking Count	1010 S. Harbor Blvd, Santa Ana				4604 Lincoln Ave, Cypress				2753 Waverly Drive, Los Angeles						
	79 Dwelling Units, 198 Parking Spaces		57 Dwelling Units, 145 Parking Spaces		63 Dwelling Units, 141 Parking Spaces		63 Dwelling Units, 141 Parking Spaces								
	Garage	On-Site	Street	Total	Ratio	Garage	On-Site	Street	Total	Ratio	Garage	On-Site	Street	Total	Ratio
6:00 AM	158	17	8	183	2.32	114	41	9	164	2.88	126	13	5	144	2.29
7:00 AM	158	15	8	181	2.29	114	41	8	163	2.86	126	9	4	139	2.21
8:00 AM	158	12	8	178	2.25	114	33	9	156	2.74	126	10	4	140	2.22
9:00 AM	158	11	8	177	2.24	114	28	8	150	2.63	126	8	3	137	2.17
6:00 PM	158	16	8	182	2.30	114	27	3	144	2.53	126	6	2	134	2.13
7:00 PM	158	17	10	185	2.34	114	34	7	155	2.72	126	7	2	135	2.14
8:00 PM	158	16	10	184	2.33	114	36	6	156	2.74	126	10	5	141	2.24
9:00 PM	158	15	10	183	2.32	114	39	7	160	2.81	126	9	5	140	2.22

Note: Bold numbers indicate the highest calculated parking ratio for each site

Table 4. Weekend Surveyed Townhome Parking Rates per Dwelling Unit

Parking Count	1010 S. Harbor Blvd, Santa Ana				4604 Lincoln Ave, Cypress				2753 Waverly Drive, Los Angeles						
	79 Dwelling Units, 198 Parking Spaces		57 Dwelling Units, 145 Parking Spaces		63 Dwelling Units, 141 Parking Spaces		63 Dwelling Units, 141 Parking Spaces								
	Garage	On-Site	Street	Total	Ratio	Garage	On-Site	Street	Total	Ratio	Garage	On-Site	Street	Total	Ratio
6:00 AM	158	18	10	186	2.35	114	40	8	162	2.84	126	9	6	141	2.24
7:00 AM	158	13	9	180	2.28	114	38	7	159	2.79	126	9	6	141	2.24
8:00 AM	158	12	8	178	2.25	114	36	5	155	2.72	126	9	6	141	2.24
9:00 AM	158	10	6	174	2.20	114	30	5	149	2.61	126	8	5	139	2.21
6:00 PM	158	15	8	181	2.29	114	25	3	142	2.49	126	11	6	143	2.27
7:00 PM	158	17	10	185	2.34	114	27	6	147	2.58	126	14	8	148	2.35
8:00 PM	158	18	10	186	2.35	114	27	7	148	2.60	126	14	8	148	2.35
9:00 PM	158	16	11	185	2.34	114	34	7	155	2.72	126	15	8	149	2.37

Note: Bold numbers indicate the highest calculated parking ratio for each site

As is typical for residential land uses, parking demand was highest late at night and early morning. **Table 5** summarizes the peak parking period and ratio at each site and calculates the average parking rate from these three sites surveyed. On average the surveyed peak parking ratio is 2.53 spaces per dwelling unit and 0.84 spaces per bedroom in the observed townhome developments.

Table 5. Peak Surveyed Townhome Parking Ratio per Dwelling Unit

Location	Peak Parking Period	Peak Parked Vehicles	Dwelling Unit	Bedroom	Ratio per Dwelling Unit	Ratio per Bedroom
Santa Ana	Weekend 6:00 AM	186	79	221	2.35	0.84
Cypress	Weekday 6:00 AM	164	57	188	2.88	0.87
Los Angeles	Weekend 9:00 PM	149	63	184	2.37	0.81
Surveyed Average					2.53	0.84

The proposed project consists of 26 two-bedroom units and 32 three-bedroom units for a total of 58 dwelling units and 148 bedrooms. **Table 6** calculates the estimated parking demand for the project based on the average parking rates developed above. The proposed project is anticipated to have a parking redundancy of 57 spaces. The proposed project is anticipated to satisfy parking demand generated by the residents and guests. Parking on public street is not needed nor anticipated.

Table 6. Proposed Project Parking Redundancy

	Dwelling Unit	Bedroom
Average Observed Rate	2.53	0.84
Proposed Project	58	148
Calculated Demand	122	124
Proposed Parking	181	181
Parking Redundancy	59	57

PARKING STRATEGIES

The Home Owner Association should continue monitoring the parking conditions after project completion. The following parking strategies will be implemented via CC&R's to prevent parking shortages:

1. Require garage storage to vehicular parking only.
2. Outdoor parking by permit only. Parking permits to be issued to registered vehicle owners/residences.
3. Prohibit long-term parking and/or non-operative vehicles.
4. Periodical inspections by the homeowner association to ensure compliance with the above provisions.
5. No public street parking (outside of the project) will be issued to residents of the proposed project. Notice of such restrictions is to be provided to residents and placed in the rental/lease agreements or CC&R's, as appropriate.

These parking strategies associated with the parking deviation should be subject to review and final approval of the governing authorities, including but not limited to Community Development Department, Public Works Department, Planning Commission, and City Council of the City of La Habra.

Regards,

K2 Traffic Engineering, Inc.


Jende "Kay" Hsu, T.E.
California Licensed TR2285



K2 Traffic Engineering, Inc.

1442 Irvine Blvd, Suite 210, Tustin, CA 92780 T.714-832-2116 F.949-266-5875 Email: k2traffic@gmail.com

EXHIBIT H

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Bonnani Development
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649

AND

City of La Habra
City Clerk
110 East La Habra Blvd.
La Habra, CA 90631

(Space Above For Recorder's Use)

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
TOGETHER WITH CONFIRMATION AND CONSENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT TOGETHER WITH CONFIRMATION AND CONSENT ("**Agreement**") is entered into and made effective as of _____, 2020, by and among THE CITY OF LA HABRA, a California municipal corporation ("**City**"), Bonnani Development ("**Assignor**") _____, a _____ ("**Assignee**"). City, Assignor and Assignee are each herein referred to as a "**Party**" and, collectively, as the "**Parties.**"

RECITALS

- A. Assignor is the current or previous owner of certain real property consisting of approximately ____ acres of land located at 104-118 East Electric Avenue, in the City of La Habra, California (APNs 022-193-01, 022-193-02, 022-193-03, 022-193-56 more particularly described on Exhibit "A" attached hereto (collectively the "**Property**").
- B. The Property is subject to that certain Development Agreement dated as of _____ 2020, by and between City and Assignor (the "**DA**"). Terms defined in the DA shall have the same meaning when used in this Agreement.
- C. Assignor and Assignee have entered into that certain Purchase Agreement and Escrow Instructions dated as of _____, 20__ (the "**Purchase**")

Agreement") pursuant to which Assignor has agreed to purchase that portion of the Property described in Exhibit C attached hereto (the "**Development Parcel**") upon the terms and conditions contained in the Purchase Agreement.

- D. The closing under the Purchase Agreement is scheduled to occur upon the satisfaction of certain conditions set forth in the Purchase Agreement, including, if applicable, the condition that a final subdivision map (the "**Final Map**") be recorded in the Official Records of Orange County showing the Development Parcel as a separate legal lot or parcel.
- E. The Parties have entered into this Agreement in order to, among other things: (i) evidence the assignment by Assignor to Assignee of certain rights under the DA and the assumption by Assignee of certain obligations of Assignor under the DA relating to the Development Parcel, (ii) evidence the City's consent to (a) the Transfer of the Development Parcel by Assignor to Assignee, and (b) the granting of a lien on the Development Parcel by Assignee to a lender who will make a development loan to Assignee to finance the development of the Development Parcel by Assignee (the "**Development Lender**"), and (iii) confirm the completion of certain obligations under the DA and confirm certain facts relative to the development of the Development Parcel; and (iv) confirm that certain remaining obligations relative to the development of the Development Parcel are appropriately allocated among Assignor and Assignee (and their respective successors and assigns) as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective Date of Agreement. This Agreement shall be effective as to all of the Parties at such time as (i) the City has confirmed in writing to Assignee that the statements in Section 4 are accurate and (ii) fee title to the Development Parcel has been properly vested in Assignee (the "**Effective Date**"). This Agreement shall be void and of no force and effect in the event (a) the Purchase Agreement is terminated for any reason whatsoever prior to such conveyance or (b) the Effective Date has not occurred on or prior to _____, 20__.
2. Assignment and Assumption. Subject to the terms and conditions set forth in this Agreement, as of the Effective Date, Assignor assigns, transfers, conveys and sets over unto Assignee all of the rights set forth in the DA which inure to the benefit of or pertain to the Development Parcel, and Assignee assumes all of the obligations of Assignor under the DA respecting the Development Parcel to the extent provided in this Agreement.
3. City Consent to Transfers.

3.1 City Consent. Pursuant to Section 2.2 of the DA, the City's prior written consent is required in connection with certain Transfers. Notwithstanding anything contained in the DA to the contrary, City hereby acknowledges and agrees to the following Transfers:

(a) Transfer of Development Parcel by Assignor to Assignee. City hereby approves and consents to the Transfer of the Development Parcel by Assignor to Assignee pursuant to the terms and provisions of the Purchase Agreement.

(b) Grant of Lien on Development Parcel by Assignee to Development Lender. City hereby approves and consents to the transfer of the Development Parcel by Assignee to the Development Lender to secure a promissory note executed by Assignee to Development Lender in the face amount not to exceed _____ Dollars (\$_____).

Assignor and Assignee have provided the City with copies of the form of the conveyancing documents evidencing the Transfers referenced above, and the City hereby approves such conveyancing documents and all the terms and conditions of such Transfers.

3.2 (Intentionally Deleted.)

4. Confirmation of Certain Facts Relative to Development Parcel.

4.1 Status of Performance. Certain obligations set forth in the DA relating to the development of the Project have been completed. The Parties acknowledge and agree that the following are true, complete, and accurate statements regarding the status of the DA insofar as it pertains to the Development Parcel:.

(Insert Conditions of Approval and other performances under the DA that have been completed relative to the Development Parcel if any).

4.2 No Defaults; No Termination. The DA is in full force and effect and has not been modified, supplemented or amended in any way except as provided in this Agreement. There are no uncured defaults under the DA, and no event has occurred which with notice or the passage of time, or both, would constitute such a default. Neither Assignor nor City has exercised any right to terminate the DA. Nothing in this Agreement shall prohibit Assignor and the City from further amending, modifying or supplementing the DA without the consent of Assignee so long as such amendment, modification or supplement does not impose any obligations on the Development Parcel.

5. Allocation of Continuing Obligations.

5.1 In General. The Parties agree that the DA shall continue to be binding upon the Development Parcel. Assignor (and not Assignee) shall be responsible for all obligations of the Owner under the DA with respect to all portions of the Property still owned by Assignor and Assignee (and not Assignor), shall be responsible for all obligations of the Owner under the DA with respect to the Development Parcel.

5.2 Conditions of Approval. After the Effective Date, Assignee shall observe and/or perform those restrictions and obligations listed in Conditions of Approval ##_____.

5.3 Obligations under DA. After the Effective Date, Assignee shall assume the obligations of the Owner under the following Sections of the DA with respect to the Development Parcel:
_____.

6. Indemnity/Release.

6.1 Indemnity. As of the Effective Date, Assignor indemnifies and holds harmless Assignee and Assignee's trustees, officers, directors, employees, agents, subsidiaries, and affiliates and its and their respective successors and assigns (the "**Assignee Parties**") from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, and expenses (collectively, "**Claims**") relating to or arising out of the default by Assignor of any of its obligations of any nature whatsoever set forth in the DA occurring prior to the Effective Date.

6.2 Release. As of the Effective Date, Assignee forever releases and discharges City, Assignor and each of City's and Assignor's trustees, officers, directors, employees, agents, subsidiaries, and affiliates and its and their respective successors and assigns (the "**City Parties**" and the "**Assignor Parties**") from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, and expenses (collectively, "**Claims**") relating to the failure of any obligation of any nature whatsoever set forth in the DA to be satisfied or fulfilled, irrespective of how, why, or by reason of what facts, whether heretofore, now existing, or hereafter existing, or which could, might, or be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated; provided, however, the foregoing release shall not apply to any Claim made against the City Parties or Assignor Parties for any default under the terms of the Purchase Agreement, this Agreement or with respect to any matter for which the Assignee Parties are indemnified pursuant to the preceding paragraph.

Furthermore, as of the Effective Date, City hereby releases and discharges Assignor from and against any and all Claims relating to the failure of any obligation of any nature whatsoever set forth in the DA to be satisfied or fulfilled, irrespective of how, why, or by reason of what facts, whether heretofore, now existing, or hereafter existing, or which could, might, or be claimed to exist, of whatever kind or name, whether known or unknown, suspected or unsuspected, liquidated or unliquidated.

7. No Cross-Default. Notwithstanding anything contained in the DA to the contrary, the Parties hereby agree that (i) in no event shall a default by Assignor under the DA affect or be deemed to constitute a default by Assignee under this Agreement, or otherwise affect the ownership and development of the Development Parcel and (ii) in no event shall a default after the Effective Date by Assignee under this Agreement affect or

be deemed to constitute a default by Assignor under the DA or otherwise affect the ownership, lease, development, or use of the remaining Property.

9. Further Amendments. The Parties hereby agree that the City, on the one hand, and any other Party, on the other hand, shall have the right to enter into such further agreements which may affect the rights and/or obligations of the City and such party under the terms of the DA and/or this Agreement provided that any such agreement shall not impose any further obligation or liability on any other Party without such other Party's written consent.

10. Notices. Section 12.16 of the DA is hereby amended to include the following: Unless otherwise expressly provided herein, all notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by facsimile, telecopier, registered mail, messenger service, or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the date of receipt thereof at the address set forth below. Notices of change of address shall be given by written notice as described in this Paragraph 10:

If to Assignee:

Attn: _____
Fax: _____
Phone: _____

With a copy to:

Attn: _____

Fax: _____
Phone: _____

If to Assignor:

Bonnani Development
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649
Attention: _____

Fax: _____
Phone: _____

With a copy to:

Sundstedt & Goodman
7755 Center Avenue, 11th Floor
Huntington Beach, CA 92647
Telephone (714) 960-9999
Email: counsel@sundlaw.com

To City:

City Clerk
City of La Habra
110 East La Habra Blvd
La Habra, CA 90631

With copy to:

Director of Community & Economic Development
City of La Habra
110 East La Habra Blvd
La Habra, CA 90631

and

Richard D. Jones
City Attorney
Jones & Mayer
3777 N. Harbor Blvd
Fullerton, CA 92632

10. Effect of This Agreement. Except as amended and/or modified by this Agreement, the DA is hereby ratified and confirmed and all other terms of the DA shall remain full force and effect, unaltered and unchanged by this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the DA, the provisions of this Agreement shall prevail. Whether or not specifically amended by the provisions of this Agreement, all of the terms and provisions of the DA are hereby amended to the extent necessary to give effect to the purpose and intent of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other Parties to this Agreement attached thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

“City”

THE CITY OF LA HABRA

By: _____
Name: _____
Title: _____

“Assignee”

a _____
By: _____
Name: _____
Title: _____

“Assignor”

Bonnani Development

By: Sundstedt & Goodman

By: _____
Name: _____
Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(seal)

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) ss.
COUNTY OF)

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(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged to me that
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Signature _____

(seal)