

CITY OF STANTON STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA PLANNING COMMISSION REGULAR MEETING WEDNESDAY, JUNE 16, 2021 - 6:30 P.M.

AGENDA

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 the June 16, 2021, Regular Planning Commission Meeting will be held electronically/telephonically.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution the City of Stanton is temporarily cancelling in-person public participation. Members of the public wishing to access the meeting will be able to do so telephonically.

In order to join the meeting via telephone please follow the steps below:

- 1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
- 2. Dial in the following Meeting ID: 899-0756-8947# to be connected to the meeting.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT ON PUBLIC HEARING ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- E-mail a request to speak to <u>CommunityDevelopment@ci.stanton.ca.us</u> with the subject line "REQUEST TO SPEAK ITEM #7A" no later than 5:00 p.m. before the meeting (Wednesday, June 16, 2021) and, at the time of the requested public hearing item, the host will allow the commenter to address the Commission during the live meeting. Please indicate the Agenda Item you wish to address and provide your name and phone number in your e-mail.
- E-Mail Comments: Your e-mailed comments will be compiled, provided to the Commission and made available to the public before the start of the meeting. Staff will not read e-mail comments out loud during the meeting but the official record will include all e-mail comments received by 5:00 p.m. before the meeting *(Wednesday, June 16, 2021)*.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ALL OTHER ITEMS ON THE AGENDA MAY DO SO AS FOLLOWS:

E-Mail your comments to <u>CommunityDevelopment@ci.stanton.ca.us</u> with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM" no later than 5:00 p.m. before the meeting (*Wednesday, June 16, 2021*). Please identify the Agenda Item you wish to address in your comments. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

The Stanton Planning Commission and staff thank you for your continued patience and cooperation during these unprecedented times. Should you have any questions related to participation in the Planning Commission Meeting, please contact the Community Development Department at (714) 890-4243.

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

1. CALL TO ORDER

2. <u>PLEDGE OF ALLEGIANCE</u>

3. ROLL CALL

Chair Frazier Vice Chair Marques Commissioner Ash Commissioner Adams Commissioner Norgaard

4. SPECIAL PRESENTATION

None.

5. <u>APPROVAL OF MINUTES</u>

The Planning Commission approve minutes of Regular Meetings:

- March 3, 2021
- March 17, 2021

The Planning Commission approve minutes of Special Joint Study Session:

• April 13, 2021

6. PUBLIC COMMENTS

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

Members of the public wishing to address the Planning Commission during Public Comments or on a particular item may do so by submitting their comments via e-mail to <u>CommunityDevelopment@ci.stanton.ca.us</u> with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON-AGENDA ITEM". Comments received by 5:00 p.m. before the meeting (Wednesday, June 16, 2021) will be compiled, provided to the Planning Commission, and made available to the public before the start of the meeting. Staff will not read e-mailed comments out loud during the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

PC Agenda – Regular Meeting – June 16, 2021 – Page 2 Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection on the City's website at <u>www.ci.stanton.ca.us</u>

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT DA 20-05, PLANNED DEVELOPMENT PERMIT PDP 20-06, TENTATIVE TRACT MAP NO. 19145 AND SITE PLAN AND DESIGN REVIEW SPDR-810 FOR A NEW 36-UNIT, SINGLE FAMILY, CONDOMINIUM PROJECT FOR PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE IN THE HIGH DENSITY RESIDENTIAL (RH), GENERAL MIXED-USE (GLMX) OVERLAY ZONE.

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Find the proposed project is Categorically Exempt per California Environmental Quality Act, Public Resource Code Section 15332, Class 32 (Infill Development);
- Adopt Resolution No. 2537 recommending the City Council approve a Development Agreement between the City of Stanton and KB Home Coastal Inc. for certain real properties located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue pursuant to California Government Code Section 65864 et seq.; and
- Adopt Resolution No. 2536 recommending the City Council approve Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145 to construct a new 36-unit detached condominium development and associated improvements.

8. <u>NEW BUSINESS</u>

None.

9. OLD BUSINESS

None.

10. PLANNING COMMISSION COMMENTS

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

11. DIRECTOR'S REPORT

12. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 10th day of June 2021.

Jennifer A. Liffley, AICP Community & Economic Development Director

DRAFT MINUTES OF THE PLANNING COMMISSION OF THE CITY OF STANTON REGULAR MEETING WEDNESDAY, MARCH 3, 2021

1. CALL TO ORDER

The regular meeting of the Planning Commission of the City of Stanton was called to order at 6:30 p.m., Chair Frazier presiding.

2. PLEDGE OF ALLEGIANCE

Led by Mr. Thomas Adams.

3. <u>ROLL CALL</u>

Present: Chair Frazier, Commissioner Ash, Commissioner Marques.

Absent: None.

Excused: None.

4. SWEARING IN/SEATING OF NEW PLANNING COMMISSIONERS

City Clerk, Patricia Vazquez, administered the Oath of Office to Mr. Thomas Adams and Ms. Lee Norgaard.

5. PLANNING COMMISSION REORGANIZATION

A motion to nominate Mr. Tom Frazier for Chair.

Motion/Second: Ash/ Marques

Motion passed (5-0) by the following vote:

AYES:	Frazier, Marques, Ash, Norgaard, Adams
NOES:	None
ABSTAIN:	None
ABSENT:	None

A motion to nominate Mr. Andrew Marques for Vice Chair.

Motion/Second: Frazier/ Ash

Motion passed (5-0) by the following vote:

AYES:	Frazier, Marques, Ash, Norgaard, Adams
NOES:	None

AGENDA ITEM 5

ABSTAIN: None ABSENT: None

6. SPECIAL PRESENTATION

None.

7. APPROVAL OF MINUTES

None.

8. PUBLIC COMMENTS

None.

9. PUBLIC HEARINGS

9A. A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON CALIFORNIA, RECOMMENDING THE CITY COUNCIL ADOPT ORDINANCE NO. 1108 AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, UPDATING THE CITY'S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS IN COMPLIANCE WITH STATE LAW.

Community & Economic Development Director, Jennifer A. Lilley introduced Associate Planner Estefany Franco who presented the item.

Vice Chair Marques asked if these changes affect the originally setback standards.

Associate Planner Franco stated the standards have not changed.

Commissioner Ash asked if a property could have both an accessory dwelling unit and junior accessory dwelling unit by converted the garage into the junior accessory dwelling unit.

Associate Planner Franco confirmed this could occur if the other limitations and requirements were met.

Commissioner Adams asked whether there is an occupancy limit on the unit.

Director Lilley stated there is no occupancy limit but rather an "occupancy understanding" as to how many people can live within a unit, but enforcing those requirements can be difficult.

Chair Frazier asked how parking permit requirements would affect the ability for development of accessory dwelling units and junior dwelling units.

Director Lilley stated a system has been developed to review parking permits.

Chair Frazier opened the floor for a public hearing.

PC Minutes – Regular Meeting – March 3, 2021 - Page 2 THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO AMENDMENT AND APPROVAL AT NEXT MEETING

Director Lilley stated there were not comments submitted for public hearing.

Chair Frazier closed the public hearing.

Chair Frazier asked whether the City is in the process of setting typical floorplans for accessory dwelling units and junior accessory dwelling units.

Director Lilley noted the City will be considering this tool and working to develop a resource for the City.

Chair Frazier asked whether there is a minimum lot-size to accommodate the units.

Director Lilley confirmed an accessory dwelling unit and/or junior accessory dwelling unit must be allowed on any property where residential buildings are allowed as long as development standards are met.

Commissioner Adams asked whether new owners of a home with a converted garage could take a formerly converted garage and turn it back into the garage.

Director Lilley replied in the affirmative, confirming this conversion could occur.

Commissioner Norgaard asked if the aesthetic requirements for ADUs to match the original building would apply to future changes on the property.

Director Lilley noted the aesthetic requirement would not typically be enforced on subsequent changes with the exception of structural changes requiring permits.

A motion to adopt Resolution No. 2531 recommending the City Council adopt Ordinance No. 1108 amending Stanton Municipal Code Title 20, Zoning, Section 20.400.330 Accessory Dwelling Units, updating the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit regulations in compliance with State law.

Motion/Second: Frazier/ Marques

Motion passed (5-0) by the following vote:

AYES:	Frazier, Marques, Ash, Norgaard, Adams
NOES:	None
ABSTAIN:	None
ABSENT:	None

10. <u>NEW BUSINESS</u>

None.

11. OLD BUSINESS

None.

12. PLANNING COMMISSION COMMENTS

Commissioner Ash welcomed the new Planning Commissioners.

Vice Chair Marques welcomed new Planning Commissioners.

Chair Frazier asked that City staff prepare recognition and thanks to former Commissioners Debi Grand and Sou Moua, and former Staff Member Rose Rivera.

13. DIRECTOR'S REPORT

Director Lilley noted the City Attorney will present during the next Planning Commission meeting about the Brown Act and other training topics. She noted upcoming League of California Cities Virtual Planning Commissioner Academy.

14. ADJOURNMENT

Commission adjourned at 7:10 p.m.

Jennifer A. Lilley, AICP Community & Economic Development Director

DRAFT MINUTES OF THE PLANNING COMMISSION OF THE CITY OF STANTON REGULAR MEETING WEDNESDAY, MARCH 17, 2021

1. CALL TO ORDER

The regular meeting of the Planning Commission of the City of Stanton was called to order at 6:30 p.m., Chair Frazier presiding.

2. PLEDGE OF ALLEGIANCE

Led by Commissioner Ash.

3. ROLL CALL

- Present: Chair Frazier, Vice Chair Marques, Commissioner Ash, Commissioner Adams, Commissioner Norgaard.
- Absent: None.

Excused: None.

4. SPECIAL PRESENTATION

Community & Economic Development Director Lilley introduced City Attorney HongDao Nguyen to conduct a presentation for the new commissioner orientation. Ms. Nguyen introduced herself and her law firm, Best Best & Krieger.

She explained the purpose of the presentation was to update the Planning Commission on the Brown Act, the Public Records Act, the FPPC Financial Conflicts of Interest and Parliamentary Procedures.

5. <u>APPROVAL OF MINUTES</u>

Motion to approve Minutes of Regular Meeting of the Planning Commission on January 20, 2021.

Motion/Second: Ash/Marques

Motion passed (5-0) by the following vote:

AYES:	Frazier, Marques, Ash
NOES:	None
ABSTAIN:	Adams, Norgaard
ABSENT:	None

6. PUBLIC COMMENTS

None.

7. PUBLIC HEARINGS

None.

8. <u>NEW BUSINESS</u>

None.

9. OLD BUSINESS

None.

10. PLANNING COMMISSION COMMENTS

Commissioner Adams asked whether there would be items on the agenda for the next meeting.

Director Lilley responded that there were none scheduled at this time.

Vice Chair Marques noted he would be out of office between May 6 - 9, 2021.

Chair Frazier stressed the importance of Commissioners asking Director Lilley when they have questions.

11. DIRECTOR'S REPORT

None.

12. ADJOURNMENT

Commission adjourned at 7:25 p.m.

Jennifer A. Lilley, AICP Community & Economic Development Director

MINUTES OF THE CITY COUNCIL AND PLANNING COMMISSION OF THE CITY OF STANTON SPECIAL MEETING – STUDY SESSION APRIL 13, 2021

1. CLOSED SESSION None.

2. CALL TO ORDER

The meeting was called to order at 5:05 p.m. by Mayor Shawver / Vice Chair Marques.

3. PLEDGE OF ALLEGIANCE

Led by Planning Commissioner Thomas Adams.

4. ROLL CALL – CITY COUNCIL

uncil Member Ramirez
uncil Member Van
uncil Member Warren
yor Pro Tem Taylor
yor Shawver

Absent: None.

Excused: None.

ROLL CALL – PLANNING COMMISSION

Present: Commissioner Adams Commissioner Ash Commissioner Norgaard Vice Chair Marques

Absent: Chair Frazier

Excused: None.

5. ORAL COMMUNICATIONS – PUBLIC None.

Special Joint – Study Session Meeting – April 13, 2021 - Page 1 of 2 THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO AMENDMENT AND APPROVAL AT NEXT MEETING

AGENDA ITEM 5

SPECIAL ORDERS OF THE DAY

6. NEW BUSINESS

6A. STUDY SESSION ON 6TH CYCLE HOUSING ELEMENT UPDATE

The City of Stanton is updating its Housing Element for the 2021-2029 planning period to identify goals and strategies to meet the housing needs of all existing and future residents. The consultant team (De Novo Planning Group) will present an overview of the update process, details of the housing needs assessment, opportunities to meet the City's regional housing needs, and public comments and feedback received during the virtual housing workshop and from the housing surveys.

Introduction by Mr. Jennifer A. Lilley, Community and Economic Development Director.

Presentation by Mr. Perry Banner, De Novo Planning.

The City Council received and filed the report.

7. ADJOURNMENT Motion/Second: Marques/ Motion carried at 6:24 p.m.

> Jennifer A. Lilley, AICP Community & Economic Development Director



- TO: Chair and Members of the Planning Commission
- DATE: June 16, 2021
- SUBJECT: PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT DA 20-05, PLANNED DEVELOPMENT PERMIT PDP 20-06, TENTATIVE TRACT MAP NO. 19145 AND SITE PLAN AND DESIGN REVIEW SPDR-810 FOR A NEW 36-UNIT, SINGLE FAMILY, CONDOMINIUM PROJECT LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE IN THE HIGH DENSITY RESIDENTIAL (RH), GENERAL MIXED-USE (GLMX) OVERLAY ZONE.

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- Adopt Resolution No. 2536 recommending the City Council approve Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145 to construct a new 36-unit, detached, condominium development and associated improvements.

BACKGROUND

The applicant, Kurt Bausback representing KB Home Coastal Inc, is proposing to develop six parcels of land located north of Katella Avenue and west of Western Avenue, commonly known as 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue.



Figure 1. Aerial Map

The 2.55-acre project area currently contains two, single family homes, accessory structures and a water well. The applicant plans to remove all existing structures and under the review and approval of the Orange County Public Works/Health Care Department properly secure and abandon the well to allow for the development of the 36, detached, condominium units and associated improvements.

The project is located in the High Density Residential (RH) zone with a General Mixed-Use (GLMX) Overlay. Surrounding zoning and land uses are as follows:

Direction	Zoning	Existing Land Use
North	High Density Residential (RH)	Western Meadows Condominiums - 26 Units

South	Commercial Neighborhood (CN) and General Mixed-Use Overlay (GLMX)	
East	Commercial Neighborhood (CN) and High Density Residential (RH)	G&M Gas Station and Briarwood Square Apartments- 154 units
West	Medium Density Residential (RM)	11 Condominium Units

The proposed project is designed to complement the project previously approved further north of this property, west of Western Avenue, referred to as KB Home, Lighthouse.

The project offers a total of 36, for-sale, detached single-family homes. Two unit types are offered including 18, 1,754 square foot units, with a three-bedroom floor plan, attached 2-car garage with one additional enclosed tandem space on the ground floor, living space on the second level and bedrooms on the top level. The remaining 18, 1,924 square foot units offer a four-bedroom floor plan with a 2-car garage on the ground floor living space on the second level and bedrooms on the top level. On site amenities include a tot lot, BBQ area with benches and picnic tables and dog park area.

The Project is accessed by 2 driveways, 1 on Katella Avenue and 1 on Western Avenue. Both driveways will be restricted to right in and right out only. The Western Avenue access serves as the fire lane and emergency access point for the property.

ANALYSIS/JUSTIFICATION

TENTATIVE TRACT MAP- The applicant is requesting approval of Tentative Tract Map No. 19145 to consolidate 6 existing small lots into 1, single-lot subdivided for condominium purposes to allow for the construction of 36, detached condominium units for individual ownership. The proposed Tentative Tract Map has been reviewed by the City Engineer and is technically correct and conforms to the requirements of the State Subdivision Map Act and the City's Subdivision Ordinance. Conditions have been added to dedicate public right-of-way on Katella and Western Avenue, replace the sidewalk fronting the properties and repave the street to the centerline on both Katella and Western Avenue.

DEVELOPMENT AGREEMENT- The City Council authorized staff to enter into negotiations for a Development Agreement for this project. The Development Agreement would vest the project in accordance with existing land use laws, regulations, and ordinances. In other words, if the land use laws, regulations, and ordinances change during the life of the Development Agreement, the applicant would develop the project in accordance with this Agreement. In exchange, the developer has agreed to provide substantial improvements to the neighborhood by consolidating smaller, underutilized lots, building a high quality designed and executed residential community, and improving the public experience and visual corridor with landscape features. Additionally, the development, will contribute financially to the Public Benefit Fee, Neighborhood Preservation Fee and City Beautification and Enhancement Fee. The Planning Commission's review of the Development Agreement is limited to consideration of land use. All other considerations within the Development Agreement are to be considered by the City Council.

SITE PLAN AND DEVELOPMENT REVIEW- The project meets the required front and side yard setbacks, private open space requirements and provides all required guest parking on site. The project complies with the density for the zone proposing 14 units to the acre well under the allowed 18 units to the acre. The project also does not exceed lot coverage, impervious surface coverage and height requirements with the tallest point of buildings on site at 35 feet in height well below the allowed height of 40 feet.

The project as proposed does not meet the following development standards:

- Rear Yard Setback;
- Separation between structures;
- Common Open Space and Landscape area;
- Separation between driveways; and
- Off-street Parking.

The Zoning Code provides a process, the Planned Development Permit intended to:

- Ensure efficient use of land and better living environment: apply modern site planning techniques resulting in a more efficient use of land for superb site planning and excellent design that would not be achievable within the strict application of the development standards;
- Ensure high standards of environmental quality, public health and safety and efficient use of the City's resources; and
- Provide for amenities including landscaping, open space, "green" project standards, public art, improvements to existing public facilities over and above what is typically required by the Zoning Code.

The Planning Commission may grant adjustment or modification to the standard development requirements (lot coverage, FAR, height, setbacks, open space and parking) where necessary and appropriate in order to achieve a comprehensive development of superior quality and excellent design.

Requested Adjustments or Modifications:

• <u>Rear Yard Setback:</u> The standard setback in the zone for a project with a 3-story structure is 25 feet. The project is designed to have guest parking along the rear property line. However, 2 units, Units 1 and 36, are proposed to have the side yard adjacent to the rear property line and at a 10-foot setback to the property line. The site's design and subdivision pattern provide for superior onsite circulation, safe ingress and egress for the site and is complimentary and consistent with the adjacent residential community. The reduction in the setback improves the overall project design, is consistent with the intent and purpose of the General Plan and Zoning for the property. In addition, the adjacent residential development is designed to have the drive aisle and garages adjacent to this property line ensuring further separation of the livable and outdoor spaces. Additionally, staff has added Condition 9 requiring

all second and third-story windows facing the west and north property lines be frosted, textured or installed above six feet in height to obscure views onto adjacent properties.



Figure 2. Site Plan

 <u>Separation Between Structures:</u> The Code requires a 30-foot separation between three-story structures within a multi-family development. The standards apply to both detached and attached structures and provide no consideration for a single family, detached unit compared to a multi-family apartment complex building. The intention of the Code was not for safety or other concerns but instead to provide for the appropriate separation between large, tall buildings.

The proposed project is intended and designed as a single-family residential neighborhood with detached, independent housing units. It is not uncommon to have 5-foot setback between single-family homes in a traditional subdivision design. The project proposes a 6-foot separation between the structures to provide an efficient site layout and design for the "L" shaped property. The decrease allows for on-site guest parking to be provided, common open space and amenities to be accommodated while maintaining a subdivision pattern that is consistent with the intent and purpose of the General Plan and residential zones in the City.

• <u>Common Open Space and Landscape Area:</u> As found with the other multi-family development standards, the Zoning Code does not differentiate between an

apartment, condominium or townhome development. As such, the standard common open space requirement is intended to ensure those living in a multi-family development have useable open space and outdoor areas adding value to the quality of life of the development. The standard requirement for multi-family development includes 1 common amenity and 30% of the site for common open space. In the case of apartment living, this would allow for appropriate communal amenities and outdoor activity that would otherwise not be incorporated into the site design. However, the Code does not make exception for a single-family site design as is presented here. The strict application of the Code would require 33,388 square feet of common open space and one on-site amenity. The project offers 14,474 square feet and provides 3 usable amenities including: a tot lot; BBQ area with picnic tables and benches; and a dog park. The variety of on-site amenities ensures the open space provided is usable and meets the anticipated needs of the residents in the development. The project also provides more than the required private open space, a minimum 250 square feet per unit, offering 265 to 352 square feet per unit. Private open space is a valuable amenity for single-family development and provides the residents private spaces to compliment the usable common spaces on-site.

Finally, the required landscape area for the project is 33,388 square feet (30%). The project proposes 22,170 square feet (20%). The landscape is designed to improve the public experience, create separation and buffering for the adjacent properties and improve the look and feel of the site overall. Staff has worked with the applicant to improve the landscape pallet and overall coverage of the plant materials and ensure a variety of water efficient species are included in the plan. Condition 4 has been included to require replacement and/or additional landscaping materials at implementation to ensure the high-quality planting goal of the project is achieved.

PROJECT OPEN SPACE AREA	PROPOSED PLANT SPEC	CIES		
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Figure 3. Proposed Landscaping

- <u>Distance between Driveways:</u> The proposed driveway on Katella Avenue is 16 feet, 7 inches from the existing driveway of the commercial lot on the northwest corner of Katella Avenue and Western Avenue. A 22-foot distance is required between driveways on the same and/or adjacent lot. The City's Engineer has reviewed the plans for circulation and has determined that the proposed separation is sufficient and is not anticipated to cause vehicular conflicts. If issues do arise, Staff has included Condition 12(I) requiring the HOA to work with the City to resolve the conflict.
- <u>Off-Street Parking and Tandem Parking:</u> The Zoning Code addresses parking based on the type of development. For context, the table below outlines how parking is applied across various uses found in subdivisions in the RH zone.

Use	Required Parking	As applied to this project
Single Family Dwelling (3 and 4 bedrooms)	4 spaces (2 enclosed)	144
Single Family Dwelling (clusters/condominiums)	4 spaces + 1 guest space for every 3 units	156
Multi-family Development		
(3 bedrooms)	3.5 spaces + 1 guest space for every 3 units	69
(4 bedrooms)	4 spaces +1 guest space for every 3 units	78
Total		147

The Parking Section of the Code defines the project as a Single-Family Dwelling -Condominiums and as shown above, requires parking based on number of bedrooms provided 3.5 and 4 parking spaces for 3- and 4-bedroom units respectively, as well as 1 guest space for every 3 units.

The project proposes each home to have an attached, two-car garage, 72 spaces and 23 uncovered guest parking spaces nearly double the requirement. Additionally, the garage design for the 18, 3-bedroom units, includes a tandem parking space with interior dimensions of 10 feet by 17 feet. Providing 18 additional enclosed parking spaces or 113 parking spaces on site.

Section 20.320.070.A.3.b requires every parking space have direct and unobstructed access from a drive aisle without the necessity of moving another vehicle. Therefore, a strict implementation of the zoning code does not recognize tandem parking spaces to meet the required parking for this project. Additionally, the spaces are designed to be 17 feet in length and a standard covered parking space is required to have a minimum 20-foot dimension. However, the provision to grant modifications in the PDP

would allow the Commission to consider the tandem spaces with the reduced length in the overall parking count.

A parking study was conducted. The analysis compared requirement for the cities of Cypress, Fullerton, Orange, and Westminster. These neighboring cities were found to have parking ratios ranging between 2.5 and 3 spaces per unit or 72 to 108 spaces overall. *The Institute of Transportation Engineers (ITE) Parking Generation Manual (5th Edition, 2019)* provides standard parking models and states multifamily housing (Mid-Rise) dwelling units have a weekday average peak period parking demand of 1.31 spaces per dwelling unit. The study concludes that according to the ITE industry standard and other cities' parking requirements, the spaces provided are within the range of peak parking demand expected for a 36 multifamily dwelling unit project. Staff has added Condition 12(k) should parking become an issue the applicant must submit for City review and approval a Parking Management Plan to ensure parking is provided on site and any issues that arise overtime are resolved by the HOA.

The project meets the purpose of the Planned Development Permit and the Site Plan and Development Review by providing a development exceeding site and design standards typically submitted in this zone given strict application of the development standards found in the SMC. The utilization of modern site planning provides additional housing opportunities and consolidates underutilized lots improving the character and condition of this important corridor. The project offers increased private space and common on-site amenities, improved street frontage, quality landscaping, decorative paving and will result in an aesthetically pleasing development compatible with the neighborhood. The development utilizes high quality architectural designs and materials and incorporates various architectural treatments on the elevations of the building creating interest and massing relief.



KATELLA AVENUE STREET SCENE



WESTERN AVENUE STREET SCENE Figure 4: Katella Avenue and Western Avenue

ENVIRONMENTAL IMPACT

The proposed project is Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill Development). Class 32, projects characterized as infill development meeting the conditions described in Section 15332. These conditions include that the proposed project is (a) consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site can be adequately served by all required utilities and public services.

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

PUBLIC NOTIFICATION

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

Prepared by,

Esterany Franco Associate Planner

Approved by,

Jennifer A. Lilley, AICP Community and Economic Development Director

ATTACHMENTS

- A. PC Resolution No. 2536 Site Plan and Design Review, Planned Development Permit and Tentative Tract Map
- B. PC Resolution No. 2537 Development Agreement
- C. Vicinity Map
- D. Project Plans
- E. CEQA Class 32 Letter

RESOLUTION NO. 2536

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE SITE PLAN AND DESIGN REVIEW (SPDR)-810, PLANNED DEVELOPMENT PERMIT (PDP) 20-06 AND TENTATIVE TRACT MAP NO. 19145 FOR A NEW 36-UNIT, DETACHED CONDOMINIUM DEVELOPMENT FOR THE PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE LOCATED IN THE HIGH DENSITY RESIDENTIAL (RH) AND GENERAL MIXED-USE (GLMX) OVERLAY ZONE.

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

WHEREAS, on November 9, 2020, Kurt Bausback representing KB Home Coastal Inc., ("Applicant") filed applications for a Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map No. 19145, for the development of a 2.55-acre site ("Project Site"), located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for a new 36-unit, detached, condominium development and associated improvements ("Project"); and

WHEREAS, on June 3, 2021, the City gave public notice of the Planning Commission meeting to conduct a public hearing to consider Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map No. 19145, for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500-foot radius of the subject property, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 16, 2021, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map No. 19145 for the development of a 2.55-acre site located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue in the High Density Residential (RH) and General Mixed-Use (GLMX) Overlay Zone; and

WHEREAS, the Planning Commission finds and determines the Project is within that class of projects (i.e., Class 32 – In-fill Development projects) which consists of in-fill development meeting the conditions described in Section 15332 of the CEQA Guidelines; that is, (a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (b)the Project development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water

ATTACHMENT A

quality, and (e) the site can be adequately served by all required utilities and public services. Based upon the information received and staff's additional analysis, the project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA), Section 15332, Class 32 (In-fill Development); and

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

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

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

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

<u>SECTION 2</u>: Based upon the Initial Study, the Planning Commission exercises its independent judgment and finds the project, as conditioned hereby, is Categorically Exempt from environmental review under the California Environmental Quality Act (CEQA), Section 15332, Class 32 (Infill Development). Specifically, the project:

- Is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations,
 - The project is consistent with the General Plan Land Use Designation of High Density Residential.
- Occurs within city limits on a project site of no more than five-acres, substantially surrounded by urban uses,
 - The project site for new construction is 2.55-acres in size and located in an urbanized area, surrounded by fully developed parcels.
- The site has no value as habitat for endangered, rare or threatened species,
 - There are no known endangered, rare or threatened species in the City.
- Approval would not result in any significant effects relating to traffic, noise, air quality, or water quality.
 - Per the County's guidelines for evaluating Vehicle Miles Traveled, small projects generating 500 or fewer average daily trips (ADT) are presumed to have a less than significant transportation impact. The project would generate 187 net new ADT which is less than the 500 ADT threshold for the County resulting in a less than significant impact. The noise and air quality will have no significant impact as a result of this project beyond the temporary standard construction operations, and with the completion of a Water Quality Management Plan, the project will not create any significant impact to the water quality on the site and in the vicinity.
- Can be adequately served by all required utilities and public services.
 - The project site is also able to be adequately served by all required utilities and public services. As the site is located within an urbanized area, water, electrical, cable and phone, and sewer services are all established within

the area, and the site will be able to connect to all services. All emergency public services are also available and able to service the site. Orange County Fire Authority (OCFA) has reviewed the plans and deemed that there is appropriate access to the site to accommodate their equipment.

<u>SECTION 3</u>: That in accordance with the requirements as set forth in Section 20.530.050 of the Stanton Municipal Code for Site Plan and Design Review application, the proposed development is:

A. Allowed within the subject zone.

The proposed 36-unit, detached, condominium project is allowed within the High Density Residential (RH) Zone with the General Mixed-Use Overlay. Section 20.210.020 of the Stanton Municipal Code allows for multi-family development in the RH zone.

- B. Designed so that:
 - 1. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property.

The Project includes the demolition of two existing, single-family dwelling units and associated structures and will provide for the appropriate safe and secure abandonment of the existing water well located on the northern portion of the site. The new residential development is consistent with the use and character of the adjacent properties and is designed to complement the neighborhood. Conditions of approval have been included to ensure appropriate measures are taken during construction to minimize the impacts construction activities could have on surrounding properties.

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

The project is designed to complement and be consistent with the adjacent neighborhoods and the community overall. The residential units include a modern architectural design incorporating stucco 16/20 sand finish, fiber cement horizontal siding, accents of wood fascia boards and shingle roofs improving the aesthetic quality and character of the neighborhood. The site incorporates perimeter and internal landscaping to improve the site and public facing conditions. Private open space is provided for each unit and common open space areas consisting of a tot lot, dog park and BBQ area with picnic tables complement the project and improve the quality of life for the residents of the development.

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

The subject site is 2.55-acres in size and is in a zone that allows for up to 18 dwelling units to the acre. The proposed development of 36, detached condominium units is well within the density limits and the project meets or exceeds the standards for multifamily development. Creative and orderly site design has been incorporated to ensure the improvements are consistent with the adjacent neighborhoods and complement development in this zone.

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

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

- C. Designed to address the following criteria, as applicable:
 - 1. Compliant with the Zoning Code, Municipal Code Title 16 (Buildings and Construction), and all other applicable City regulations and policies.

The project with the conditions contained herein is compliant with all applicable City regulations. The applicant has filed for a Planned Development Permit which may adjust or modify, where necessary and justifiable development standards subject to the findings in Section 20.520.060.

2. Efficient site layout and design;

The Project will feature 18, three-bedroom units and 18, four-bedroom units. All the units are within the height limitations for the zone. The property is "L" shaped, and the development would efficiently utilize the existing infill site.

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

The project provides sufficient separation from adjacent properties, open space for both private and common use and offers on-site amenities to address the needs of the residents. The project offers well designed and usable common open space with improved site conditions including 3 on-site amenities: a BBQ area, tot lot and dog park area. A new block wall will be installed on the south property line adjacent to the corner commercial property and will incorporate landscaping to soften the public facing view. Walls and fencing are included to ensure the safety and security of the property and appropriate separation and privacy for adjacent developments. The proposed parking provides attached, enclosed garages for each unit and offers 23 open guest parking spaces well above the minimum standard required by Code. The site design, development standards proposed with the Planned Development Permit and the conditions of approval ensure this project will complement and be consistent with neighboring properties and adjacent development.

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

The proposal is for a residential development. The density and use of the property are consistent with the General Plan and Zoning and is not anticipated to exceed the design of the network. The Project can be accommodated by the existing street network without any significant impact on the traffic or level of service on Katella or Western Avenue. The Project will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 feet to 175 feet to provide additional queue distance for vehicles in this portion of the City.

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

The proposed project will be compatible with existing residential developments in the area by maintaining appropriate height, mass, density and scale of the residential development. Additionally, landscape areas, appropriate setback conditions, walls and fencing and overall site design has been considered to ensure the development is compatible with the adjacent residential neighborhoods.

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

The project has been designed to ensure safe and adequate vehicle and pedestrian access. One, 25-foot driveway serves the site from Western Avenue and one, 25-foot driveways provide access from the Katella frontage. A safe and efficient street pattern offers access to the residential units, all garages serving the units and the guest parking provided. Walkways are incorporated throughout the project providing safe access to each unit and to the common spaces and amenities.

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

The Project is solely for residential development. The adjacent properties consist of multi-family residential development to the north and west and commercial development on the northwest corner of Katella and Western. The Project proposes landscape buffers along the property lines to enhance the appearance of the property. The architectural style of the residential units is compatible with other residential development within the City.

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

The construction and improvements at the Project site are consistent with the surrounding uses and complement neighborhood commercial and single family and multi-family residential neighborhoods. The topography of the land and adjacent areas is generally flat and will not be altered by the new development.

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

The Project utilizes modern site planning, modern architectural style and finishes complementing existing and new development in the vicinity.

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

The design features are architecturally compatible with developments within the neighborhood. The project utilizes stucco as the main façade material and include architectural accents such as wood fascia board and fiber cement horizontal siding. The modern architecture is similar without being overly repetitive in nature and adds interest and variety to the community while maintaining compatibility of style.

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

The project provides architectural features to avoid design repetition, including the use of façade pop-outs and material finishes to create articulation along the elevations facing Western Avenue and Katella Avenue.

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

The proposed units feature a modern architecture compatible with development within the neighborhood and throughout the City. Elevations are enhanced with wall offsets and quality architectural finishes. The project is compatible in color, material and composition of the exterior elevations to neighboring structures.

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

The development incorporates exterior lighting, appropriate in scale for the project and the neighborhood. The lighting will provide for public safety and is directed away from adjacent properties and public streets to minimize glare.

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

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

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

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

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

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

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed project consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.
 The proposed project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.
- Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes. The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.

• Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available. The project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

<u>SECTION 4</u>: That in accordance with the requirements as set forth in Section 20.520.060 of the Stanton Municipal Code for a Planned Development Permit:

- A. The Planned Development Permit will:
 - 1. Be allowed within the subject base zone;

The subject property is zoned High Density Residential (RH) Zone with a General Mixed-Use Overlay. The proposed use of the property for 36, detached condominiums, is allowed by right by the underlining and overlay zone.

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

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

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed project consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-ofway, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.
- Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard

and Katella Avenue, as well as at major city intersections and activity nodes. The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.

- Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available. The project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.
- 3. Be generally in compliance with all of the applicable provisions of this Zoning Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter;

The project meets the required front and side yard setbacks, private open space requirements and provides all required guest parking on site. The project complies with the density for the zone proposing 14 units to the acre well under the allowed 18 units to the acre. The project complies with lot coverage, impervious surface coverage and height requirements. The Zoning Code provides a process, the Planned Development Permit intended to ensure efficient use of the land and better living environment, high standards of environmental quality and enhanced amenities. The project is asking for a reduction in the required rear yard setback, separation between structures, allowance tandem parking spaces, reduction in the required garage dimensions, reduction of off-street parking, reduction in the distance between driveways, reduction in common open space and reduction in the landscape area required.

The project offers increased private space, public amenities, improved street frontage, eco-friendly, green features and is a desirable project to improve the economic and livable character of this neighborhood. The project meets the purpose of the Planned Development Permit and the Site Plan and Development Review by providing a development that exceeds site and design standards typically submitted in this zone given strict application of the development standards found in the Stanton Municipal Code. The utilization of modern site planning provides additional housing opportunities and consolidates underutilized lots improving the character and condition of this important corridor. 4. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development;

The proposed project is allowed by right in the High Density Residential (RH) Zone. The project is designed to complement the adjacent residential neighborhoods. The enhanced building frontage along Katella Avenue and Western Avenue will improve the public experience and overall look and feel of these corridors in the City.

B. The proposed project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities (e.g., additional public art), LEED or other "green" related standards, etc.) than might otherwise occur from more typical development applications;

The Project offers for-sale, three and four-bedroom condominiums with attached garages and on-site guest parking. The site design and features include desirable amenities available on-site to enhance the quality of life for these new residents. Landscaping buffers are provided including a variety of trees, shrubs and ground cover to enhance the visual appearance of the project, provide buffering and privacy for adjacent properties and improve the overall look and feel of these underutilized properties.

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

The Project is designed and will be built in conformance with the California Building Code, the City of Stanton Municipal Code, and the intent of the General Plan. The Project is subject to all conditions of approval to ensure the protection of the public health, safety, and welfare.

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

The Project meets or exceeds all on-site and off-site traffic and safety standards. Adequate access to the site and on-site is provided to ensure fire, police and other public safety needs are met.

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

The property is flat, 2.55-acres in size and can accommodate the multi-family residential development proposed.

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

The proposed project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval will ensure the proposed development will not result in a reduction of public services to properties in the vicinity or be a detriment to public health, safety, and general welfare.

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

The Project is allowed by the zone and is consistent with the General Plan. The Project Site is in an urban setting and is not anticipated to have adverse effects on the surrounding properties and their allowed uses.

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

The proposed project is a stand-alone residential project.

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

The proposed project is compatible with development in the area. The project complements adjacent development, improves pedestrian and vehicle experiences, adds vibrant new development, and adds to the City's housing stock and creates for-sale housing options to serve the needs of the community.

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

If the development is approved, the applicant agrees to comply with the conditions imposed by the Planning Commission in the approval of the Planned Development Permit.

<u>SECTION 5</u>: That in accordance with the requirements as set forth in Section 19.10.100 and 19.10.110 of the Stanton Municipal Code for subdivisions:

A. The proposed map is consistent with the city's General Plan;

The proposed map is consistent with the General Mixed-Use District and is zoned High Density Residential (RH) with a General Mixed-Use (GLMX) Overlay.

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

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

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed project consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.
- Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes. The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.

- Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available. The project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.
- C. The site is physically suitable for the proposed type of development;

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

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

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

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

The site is designed for the proposed density of 14 dwelling units an acre. The RH zone allows for a maximum density of 18 dwelling units and acre.

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

There is no recorded habitat or endangered species in the City, there are no waterways, canals, or streams in or within the surrounding area of the project that would affect fish and wildlife, there are no known hazardous materials located within the project site, and the site is not registered as a Superfund Site with the EPA.

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

The Property is located within an "urbanized area", as that term is defined in Section 15387 of the CEQA Guidelines and meets the aforementioned conditions and will not cause a significant effect on the environment and is, therefore, categorically exempt from the provisions of CEQA. Therefore, the design and

improvement of the proposed subdivision are not likely to cause serious health problems.

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

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

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

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

SECTION 6: Based upon the above Findings, the Planning Commission hereby recommends that the City Council approve Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 to include modified development standards in accordance with Exhibit "B" attached hereto and made part of this Resolution for the development of a 2.55-acre site located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for the construction of a 36-unit detached condominium development subject to the following Conditions of Approval as attached hereto in Exhibit "A":

ADOPTED, SIGNED, AND APPROVED by the Planning Commission of the City of Stanton at a meeting held on June 16, 2021, by the following vote, to wit:

AYES:	COMMISSIONERS:
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NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Thomas Frazier, Chair Stanton Planning Commission

Jennifer A. Lilley, AICP Planning Commission Secretary

> Resolution No. 2536 June 16, 2021 Page 15

EXHIBIT "A" SITE PLAN AND DESIGN REVIEW SPDR-810, PLANNED DEVELOPMENT PERMIT PDP 20-06 AND TEANTITIVE TRACT MAP NO. 19145 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE

CONDITIONS OF APPROVAL

- 1. Unless and until the project Applicant and property owner sign and return a Cityprovided affidavit accepting these Conditions of Approval, there shall be no entitlement of the application. The project Applicant and property owner shall have thirty (30) calendar days to return the signed affidavit to the Community and Economic Development Department. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided prior to Certificate of Occupancy.
- **2.** The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof (collectively, the "Indemnified Parties") harmless from any and all claims, demands, lawsuits, writs of mandamus, and proceedings (whether legal, equitable, other actions and declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the Indemnified Parties, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the Project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. Applicant's obligation under this condition of approval shall extend to indemnifying and holding harmless the Indemnified Parties against any damages, fees, or costs awarded in connection with any Action challenging the Project. The City and the Applicant expressly agree that the City shall have the right to choose the legal counsel providing the City's defense, and that the Applicant shall reimburse, on a monthly basis, the City for any costs, fees, and expenses incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought, and the Applicant

shall cooperate with the City in the defense of the Action. This Applicant's obligation to fully indemnify the City shall survive the suspension, revocation, expiration or termination of any permit, entitlement, or approval issued by the City for or relating to the Project.

- **3.** The proposed project will be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plans, drawings submitted, and conditions imposed in this Resolution. Development shall occur in conformance with the plans, color and materials, attachments found in the staff report and the information presented to the Planning Commission, the conditions contained herein and all applicable City regulations. Any modifications shall require review and approval by the Community and Economic Development Director prior to the issuance of any building permit. Any significant modifications may require review and approval of the Planning Commission. All conditions must be completed prior to final approval and issuance of the Certificate of Occupancy.
- **4.** A final landscape plan consistent with the conceptual plan provided to the Planning Commission and as conditioned, shall be submitted for the review and approval of the Community and Economic Development Director prior to issuance of grading permit.
 - a. The landscape plan shall include all plant materials, species and sizes, irrigation, open space improvements/furnishings and Water Efficient Ordinance requirements.
 - b. All trees shall have a minimum trunk height of 10 feet at the time of installation. All shrubs shall be a minimum of 15 gallon.
 - c. Upon final inspection, staff may require replacement and/or addition of landscaping material to ensure a high-quality planting and sufficient coverage and spread.
 - d. The Homeowners Association shall maintain common area landscaping on site at all times in accordance with the approved landscaping plan. Should any planting be damaged, diseased, or removed it shall be replaced in kind.
 - e. All landscaping shall be installed prior to Certificate of Occupancy and shall be maintained as depicted in the final approved landscape plan. Any

modifications or changes are subject to review and approval of the Community and Economic Development Director.

- 5. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare to be confirmed by the Community and Economic Development Director upon final inspection. A final lighting and photometric plan certified by a lighting engineer shall be approved by the Community and Economic Development Director or his/her designee prior to building permit issuance.
- 6. The applicant shall submit utility and mechanical equipment plans to include the location, size, height, and screening technique for all utilities and mechanical equipment. All utilities and mechanical equipment located on the site unable to be placed underground or located on any rooftop (Back flow devices, transformers, A/C units etc.) shall be screened. Screening materials, techniques and locations shall be submitted for the review and approval of the Community and Economic Development Director prior to the issuance of grading permits.
 - a. All screening shall be subject to Planning inspection and shall match or exceed the height of the equipment.
 - b. Any modification to the approved screening shall obtain prior approval of the Community and Economic Development Director.
- 7. A final fence and wall plans shall be submitted for review and approval of the Community and Economic Development Director prior to issuance of any building permit. All fences and walls shall be installed and maintained as depicted in the approved Wall and Fence Plan prior to Building Final. Any changes to the approved fencing and walls are subject to review and approval of the Community and Economic Development Director.
 - a. All new proposed perimeters walls shall be of decorative block and contain a decorative cap.
 - b. All existing perimeter block walls shall be screened with vines.
- **8.** The applicant shall submit a Trash Staging and Storage Plan for the review and approval of CR&R and the Community and Economic Development Director prior to issuance of first building permit.

- a. All trash cans must be kept within the approved areas and all areas shall be maintained clean and sanitary.
- b. A will-serve letter from CR&R shall be submitted to the Planning Division prior to building permit issuance.
- **9.** Applicant shall submit final plans, colors and materials for the elevations fronting Katella and Western for review and approval by the Community Development Director or their designee prior to the issuance of building permits. Said elevations shall utilize architectural features and complimentary materials to further improve the appearance of the project. All second- and third-story windows facing the north and west property line shall be frosted, textured or installed at a height to obscure views of adjacent residential development while permitting natural light to enter the interior of the proposed units.
- **10.** All materials and finishes must match the approved plans and materials board. Any changes are subject to review and approval by the Community and Economic Development Director. The final architectural set of plans shall depict all materials and finishes prior to building permit issuance.
- **11.** During the construction phase, the Applicant shall designate a noise disturbance coordinator who will be responsible for responding to neighborhood complaints about construction noise, assess the cause of the noise complaints and implement reasonable measures to correct the problem. The applicant shall be responsible for providing a hotline number that adjacent residents or businesses may call with concerns or questions regarding construction activities. The hotline number shall be provided to City staff prior to issuance of a rough grading permit.
- **12.**Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and By-Laws for the Homeowners Association shall be reviewed by City Staff, recorded before the Final Map and shall include the following requirements:
 - a. Requires that all garages be maintained for the parking of vehicles.
 - b. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance, both interior and exterior of all buildings, plumbing, mechanical and electrical facilities.

- c. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance of the common and private open space areas.
- d. Prohibit the removal of the common and private open space areas and amenities as approved on the Site Plan.
- e. Identify all exclusive use easement areas and dictate the responsibilities between the Homeowners Association and private property owners.
- f. Include a provision as to the use and maintenance of guest parking spaces, driveways, common open spaces, and restrictive open space. Guest parking are to be used by guest only and are not for use by residents. Long term parking of more than 72 hours is prohibited in guest parking spaces. Movement of a vehicle directly from one guest parking space to another shall not constitute a break in the 72 hour regulation.
- g. Prohibit overnight vehicular parking and/or storage of recreational vehicles on the site.
- h. Prohibit parking and any type of obstruction of the required fire access lanes.
- i. Prohibit the construction of additional entries/exits into individual residences.
- j. Dictate responsibilities of maintenance for all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.
- k. Provide a Parking Management Plan that includes management strategies for both garage and guest parking, enforcement and resolution of conflict process and procedures and any time limitations and loading areas.
- Include the provision to require the Homeowner Association to work with the City to ensure safe ingress and egress to the property in the event of future conflicts or safety issues related to the adjacent commercial property driveway on Katella Avenue.
- m. Include the provision to restrict any amendment to provisions required by this entitlement package without first obtaining the review and approval of

the City (Community and Economic Development Director, Planning Commission or City Council as appropriate).

- **13.** Parking is to be maintained and provided as identified in the approved plans. Any minor changes to the approved parking must be submitted for review and approved by the Community and Economic Development Director. Any significant changes to the approved parking may require review and approval by the Planning Commission.
- **14.** All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
- **15.** The Applicant shall submit an asbestos report with a clearance letter from the South Coast Air Quality Management District (SCAQMD) to the Community and Economic Development Department prior to issuance of a demolition permit.
- **16.** The Applicant shall submit a Waste Management Plan (WMP) for the demolition and new construction phases of the project for the review and approval of the Community and Economic Development Department prior to issuance of a demolition permit.
- **17.** The Applicant shall submit and obtain approval of the Final Map prior to issuance grading permits. The Final Map shall be prepared by or under the direction of a California registered civil engineer licensed to survey or a licensed land surveyor.
- **18.** The developer shall provide all underlaying survey and map data for review by the City Engineer prior to recordation.
- **19.**All the drainage design criteria shall be per City of Stanton standards and the Orange County Flood Control District standards unless otherwise approved by the City Engineer.
- **20.**Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall address the following to the satisfaction of the City Engineer:
 - a. The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site.

- b. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow.
- c. All lots shall drain toward the street. Residential lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks.
- **21.** Street design criteria and cross sections shall be per APWA standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the City Engineer.
- **22.** Prior to recordation or approval of any improvement plans the applicant shall submit a detailed hydrology study for the review and approval of the City Engineer. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.
- **23.**Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall include the following to the satisfaction of the City Engineer:
 - a. All driveways shall conform to the applicable APWA standards and shall be shown on the street improvement plans.
 - b. Under grounding of existing and proposed utility lines.
- 24. Prior to recordation or approval of improvement plans, the applicant shall submit detailed sewer studies, prepared by a registered civil engineer, which shall be submitted to the City Engineer for review and approval, unless deemed not applicable. The study shall analyze the existing and proposed sewer facilities. Results of the system analysis may require special construction for the sewer systems such as upsizing downstream sewer lines, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. A final engineering analysis of the development shall be submitted prior to the first final occupancy for the

approval of the Public Works Department and subject to any special construction requirements deemed appropriate and necessary.

- **25.** Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property.
- **26.** All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
- 27. Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Licensed Engineer to the Public Works Department. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.
- **28.**Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department.
- **29.**Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
- **30**. Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID # shall be displayed on the title sheet of the grading plans.
- **31.**Prior to release of grading security, the civil engineer of record for the approved grading plans shall submit a set of as-built grading plans with respect to Water Quality Control facilities.

- **32.** All the grading design criteria shall be per City of Stanton standards, Stanton Municipal Code, unless otherwise approved by the City Engineer.
- **33.** Prior to the issuance of a grading permit, a WQMP shall be submitted to Public Works Department for approval. The final WQMP must be approved and implemented prior to building final. Prior to the approval of the WQMP, the applicant shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance.
- **34.** The tract map shall correctly identify all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said Tentative Tract Map or site plan to be resubmitted for further consideration.
- **35.** The applicant shall dedicate easements for all public, sewer facilities needed to serve the project. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public sewer facilities shall be provided a minimum 20-foot-wide paved access road unless otherwise approved by the City Engineer. Structures and trees shall not be constructed or installed within a public utility easement.
- **36.** Manhole rim elevations shall be lower than all pad elevations immediately downstream; otherwise, a sewer back flow prevention valve will be required.
- **37.** Static pressures exceeding 80 psi require an individual pressure regulator.
- **38.** The developer shall construct or guarantee construction of the required improvements prior to recordation of the Final Tract Map because the construction of the improvements is a necessary prerequisite to the orderly development of the surrounding area.
- 39. Prior to map recordation or issuance of a building permit, whichever comes first, the applicant shall offer for dedication all required street rights-of-way. Said dedication shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the Public Works Director.

- **40.** All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Stanton ordinances.
- **41.** The developer shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.
- **42.** All the sewer design criteria shall be per City of Stanton and Orange County Department of Health Services Standards unless otherwise approved by the City Engineer.
- **43.** Prior to issuance of building permits, the civil engineer of record and soils engineer of record for the approved grading plans shall submit pad certifications and compaction test reports for the subject lots where building permits are requested.
- **44.** Prior to issuance of any building permits, the developer shall pay all sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate sewer fees.
- **45.** Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.
- **46.**Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping shall be constructed.
- **47.** Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the developer, or developer's successors in interest, at no cost to the City of Stanton.
- **48.** The developer shall monitor, supervise, and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, insuring strict adherence to the following:

- a. Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
- b. Noise sources associated with construction, repair, remodeling, or grading of any real property provided said activities do not take place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday in accordance with City Municipal Code 9.28.070.
- c. Water or dust palliative or both must be applied for the alleviation or prevention of excessive dust resulting from the loading or transportation of earth from or to the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way used for handling purposes in a condition free of dust, earth, or debris attributed to the grading operation.
- **49.** Prior to recordation or issuance of a building permit, whichever occurs first, the developer shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are not limited to, the following: Street facilities, drainage facilities, grading, including erosion control, sewer, water facilities, landscaping and under grounding of overhead utilities, except for cables greater than 32k volts.
- **50**. Within forty-eight (48) hours of the approval of this project, the applicant/developer shall deliver to the Community and Economic Development Department a check payable to the County Clerk-Recorder in the amount of Fifty Dollars (\$50.00) County administrative fee, to enable the City to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such forty-eight (48) hour period, the applicant/developer has not delivered to the Community and Economic Development Department the check required above, the approval for the project granted herein shall be void.
- **51.** The applicant shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Prior to OCFA clearance of a Final Map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
 - fire master plan (service code PR145),

Prior to issuance of a building permit:

- underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- fire sprinkler system (service codes PR400-PR465)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.

52.Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site.

EXHIBIT "B"

PLANNED DEVELOPMENT PERMIT PDP 20-06 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE

- Complete project approval is contingent upon City Council approval of: Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145. Any associated conditions, related to the approval of these entitlements, shall be integrated into the project plans or development prior to the issuance of any building permit.
- Development standards for this Planned Development shall comply with all regulations of Title 20 of the Stanton Municipal Code (SMC) and all other relevant regulations in the SMC unless otherwise stipulated herein and/or in an applicable Development Agreement or identified on the approved development plan.
 - a. Rear Yards Setback: A minimum rear yard setback of 10 feet for units 1 and 36 as shown on the approved TTM and Site Plan, shall be provided and be maintained.
 - b. Separation Between Habitable Structures: The minimum separation between 3-story habitable structures shall be six (6) feet.
 - c. Common Open Space Area: A total of 14,474 sq. ft shall be provided and maintained including 3 separate, common accessible amenities: a tot lot, a BBQ area inclusive of benches, tables and BBQs; and a Dog Park.
 - d. Landscape Area: A total of 22,170 sq. ft. shall be provided and maintained consistent with the plan provided as part of the SPDR.
 - e. Distance between Driveways: The driveway on Katella Avenue must maintain no less than 16 feet and 7-inch distance from the driveway existing on the adjacent commercial property.
 - f. Off-street Parking: The development shall maintain 72 parking spaces provided within the 36 enclosed, covered garages and the additional 18 tandem spaces provided for the three-bedroom floor planned units. Additionally, 23 guest parking spaces must be maintained on the site.

RESOLUTION NO. 2537

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH.

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

WHEREAS, on November 9, 2020, Kurt Bausback representing KB Home Coastal Inc., A California Corporation ("Applicant") filed applications for approval of a Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06, Tentative Tract Map No. 19145 and Development Agreement (DA) 20-05 for the development of a 2.55 acre site ("Project Site"), located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for a new 36-unit, detached, condominium development ("Project");

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

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

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

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a Development Agreement concerning the Project ("Development Agreement") to provide assurances the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the

ATTACHMENT B

Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

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

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

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

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

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

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

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

WHEREAS, on June 3, 2021, the City gave public notice of the Planning Commission meeting to conduct a public hearing to consider Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Development Agreement (DA) 20-05 for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the subject property, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 16, 2021, the Planning Commission conducted a duly noticed public hearing to consider Site Plan and Design Review SPDR-810, Planned

Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Development Agreement (DA) 20-05, at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

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

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

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

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

SECTION 2: CEQA. The Planning Commission hereby recommends that the City Council find the proposed Project categorically exempt from environmental review pursuant to State CEQA Guidelines, section 15332 (In-fill Development Projects).

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

1. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes a Tract Map for the subdivision of land for condominium purposes, improvement of underutilized lots and housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the city.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code:

The Project Site is in the General Mixed-Use District and is zoned High Density Residential (RH) with a General Mixed-Use (GLMX) Overlay Zone. The project furthers the goals and policies of the General Plan and meets the requirements of the Zoning standards. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

- Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The residentially zoned lots have been underutilized for numerous years. The Project would provide for 36 detached, residential condominium units with open space areas. The Subdivision Map would allow for the units to be sold separately, providing a more stable resident population. The proposed project is an infill development in an already established area and therefore will have access to existing public services and utilities.
- Goal CD-1.2: Promote an attractive streetscape and public right-ofway, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The proposed project would provide extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue and Katella Avenue. In addition, the elevations of the units along Western Avenue and Katella Avenue are designed to provide an enhanced streetscape inclusive of high-quality elevations.
- Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes. The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.
- Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available. The Project constitutes infill development; all public facilities and utilities located along Katella Avenue and Western Avenue are readily accessible and available to serve the site.
- 3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Agreement provides assurance to the applicant for the development of the Project. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a five-year term or three years after the issuance of grading permit, in which the Applicant has a vested right to develop residential development on the Project Site in accordance with existing City regulations and Planned Development Permit PDP 20-06. In exchange, the Project will provide housing opportunities in Stanton, and opportunities for improvements to public facilities

throughout the City. Moreover, the Applicant will provide a high-quality development with substantial improvements to the site including amenities for the residents and enhanced public and private improvements throughout the development.

<u>SECTION 4:</u> Council Body to Approve. As provided in the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the Site Plan and Development Review, Tentative Map and Planned Development Permit for the project addressed by the Development Agreement.

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

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

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

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

ADOPTED, SIGNED, AND APPROVED by the Planning Commission of the City of Stanton at a meeting held on June 16, 2021, by the following vote, to wit:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Thomas Frazier, Chair Stanton Planning Commission

Jennifer A. Lilley, AICP Planning Commission Secretary

EXHIBIT "A"

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

DEVELOPMENT AGREEMENT

Resolution No. 2537 June 16, 2021 Pg. 7

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

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [____]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

KB HOME COASTAL INC., A CALIFORNIA CORPORATION

DEVELOPMENT AGREEMENT NO. [____]

This Development Agreement (hereinafter "Agreement") is entered into as of this _____ day of July, 2021 (the "Reference Date") by and between the City of Stanton, California (hereinafter "CITY"), and KB Home Coastal Inc., a California corporation (hereinafter "OWNER"):

RECITALS

WHEREAS, OWNER is in process of acquiring certain real property in the City of Stanton, identified herein as the Housing Authority Parcel, the Paet Parcels, and Wallace Parcels (collectively the "Property"); and

WHEREAS, upon OWNER'S acquisition of the Property, OWNER seeks construct a standalone residential development thereon, comprised of 36 detached residential units (the "Project"); and

WHEREAS, to effectuate the Project, OWNER has requested that CITY enter into a Development Agreement (the "Agreement"); and

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

WHEREAS, the effectiveness of this Agreement is contingent upon OWNER acquiring fee simple ownership of the Property (i.e., the Housing Authority Parcel, Paet Parcels, and Wallace Parcels); and

WHEREAS, this Agreement automatically terminates if OWNER fails to acquire any portion of the Property within one year of the date set forth above (the "Reference Date"); and

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

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

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

WHEREAS, the provision by OWNER of the public benefits allows the CITY to realize

significant economic, open space, and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a greater extent than would development of the Property without this Agreement.

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

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

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

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

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

COVENANTS

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

1. **DEFINITIONS AND EXHIBITS**.

1.1 <u>Definitions</u>. The following terms when used in this Agreement shall be defined as follows:

1.1.1 "Agreement" means this Development Agreement.

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

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

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

1.1.5 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the

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

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

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision maps;
- (c) conditional use permits, public use permits and plot plans;
- (d) zoning and planned development permits;
- (e) grading and building permits; and
- (f) variances.

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

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

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

1.1.10 "Disposition and Development Agreement" means that certain First Amended and Restated Disposition and Development Agreement entered into between the Stanton Housing Authority and OWNER and recorded in the Official Records of the County of Orange on December 17, 2020, as Instrument No. 2020000744236. The Disposition and Development Agreement is attached hereto as "Exhibit "E." 1.1.11 "Effective Date" means the first date on which all of the following have occurred: (a) escrow has closed on OWNER'S acquisition of the Housing Authority Parcel; (b) escrow has closed on OWNER'S acquisition of the Paet Parcels; (c) escrow has closed on OWNER'S acquisition of the Wallace Parcels; and (d) the Ordinance approving and authorizing this Agreement is effective.

1.1.12 "Housing Authority Parcel" means the "Property" as that term is defined in Section 1.1.70 of the Development and Disposition Agreement. The "Property" subject to the Disposition and Development Agreement (i.e., the Housing Authority Parcel), the Paet Parcels, and the Wallace Parcels collectively comprise the "Property" subject to this Agreement.

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

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

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

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

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

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

1.1.16 "Paet Parcels" means the property identified as the "Paet Adjacent Parcel" in Section 3.4.6 of the Disposition and Development Agreement.

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

1.1.18 "Property" means the real property described on Exhibit "A" and shown on Exhibit "B" to this Agreement. The Property subject to this Agreement is comprised of the Housing Authority Parcel, Paet Parcels, and Wallace Parcels.

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

1.1.20 "Reference Date" means the date listed in the first paragraph on page 1 of this Agreement.

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

1.1.22 "Wallace Parcels" means the property identified as the "Wallace Adjacent Parcel" in Section 3.4.8 of the Disposition and Development Agreement.

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

Exhibit "A" – Legal Description of the Property.

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

Exhibit "C" – Development Plan.

Exhibit "D" – Development Impact Fees.

Exhibit "E" – First Amended and Restated Disposition and Development Agreement.

2. <u>GENERAL PROVISIONS</u>.

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

2.2 <u>Ownership of Property</u>. As of the Effective Date, OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property.

2.3 City Council Findings. The City Council finds that:

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

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and

services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

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

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

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

2.4 <u>Term</u>. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period which shall expire on the first to occur of (i) five (5) years thereafter or (ii) three (3) years after the issuance a grading permit for the Project, unless this term is modified or extended pursuant to the provisions of this Agreement. The burden of proof shall be on OWNER to demonstrate to the reasonable satisfaction of CITY that all of the conditions necessary to trigger the Effective Date have occurred. Upon expiration of this Agreement, OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 <u>Assignment</u>.

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

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

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement ("Assignment and Assumption Agreement"), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure

of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

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

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

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

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

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

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

2.5.4 <u>Utilities</u>. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a Certificate of Occupancy for any portion of the Project.

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

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

(b) A Certificate of Occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot,

CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

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

2.6.1 Minor Changes.

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

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

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

(a) The Effective Date does not occur within one year of the Reference Date.

(b) Expiration of the stated term of this Agreement as set forth in Section 2.4.

(c) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(d) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.

(e) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land

use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement.

2.8 <u>Notices</u>.

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

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

If to CITY:	City of Stanton
	7800 Katella Ave.
	Stanton, CA 90680
	Attn: Jarad Hildenbrand
	Email: jhildenbrand@ci.stanton.ca.us
Copy to:	Best Best & Krieger LLP
	18101 Van Karman Ave., Suite 1000
	Irvine, CA 92614
	Attn: HongDao Nguyen
	Email: Hongdao.Nguyen@bbklaw.com
If to OWNER:	KB Home Coastal Inc.
	36310 Inland Valley Drive
	Wildomar, California 92595
	Attn: Steve Ruffner and Lori Schmid
	Email: sruffner@kbhome.com; lschmid@kbhome.com

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

and

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

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

3. <u>DEVELOPMENT OF THE PROPERTY</u>.

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

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

3.3 <u>Reservation of Rights</u>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.7 <u>Conditions, Covenants and Restrictions</u>. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of NonCompliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration.

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

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

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

3.9.2 Reservation of City Discretion. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudge or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person. 3.9.3 No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

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

4. <u>PUBLIC BENEFITS</u>.

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

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

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

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

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

(iii) City Beautification/Enhancement Fee. OWNER shall pay a fee in the amount of one hundred, ninety thousand dollars (\$190,000) (the "City Beautification/Enhancement Fee") for the Project. The City Beautification/Enhancement Fee shall be due concurrently with the issuance of the first building permit, unless a different schedule is mutually agreed upon by the CITY and OWNER and may be used by City in its sole discretion for beautification and enhancement projects anywhere within the City, including without limitation landscaping projects.

4.3 <u>Development Impact Fees</u>.

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

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

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

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

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

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

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

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

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

Owner's Initials

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

6. <u>REVIEW FOR COMPLIANCE</u>.

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

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

6.3 <u>Procedure</u>.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

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

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

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

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

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 <u>Hearing on Modification or Termination</u>. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final. 6.6 <u>Certificate of Agreement Compliance</u>. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

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

7. <u>DEFAULT AND REMEDIES</u>.

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

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

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

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

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

7.2 <u>Release</u>. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but

not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

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

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

Owner's Initials

City's Initials

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

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

8. <u>LITIGATION</u>.

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

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

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

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

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

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

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

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

Owner's Initials

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

9. <u>MORTGAGEE PROTECTION</u>.

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

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

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

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

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

10. <u>MISCELLANEOUS PROVISIONS</u>.

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

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

10.3 <u>Severability</u>. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

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

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

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

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

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

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

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

10.11 <u>Force Majeure</u>. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other authorizations as well as conducting inspections needed for timely completion of a party's obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party

but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

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

10.13 <u>Successors in Interest</u>. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

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

OWNER

KB HOME COASTAL INC., a California corporation

By: ___

Name: Stephen J. Ruffner Its: President

Dated: _

CITY

CITY OF STANTON, a California municipal corporation

By:_

David Shawver Mayor

Dated: _____

ATTEST:

By:_

Patricia A. Vazquez City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT "A"

(Legal Description of the Property)

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

PARCEL A: (APN: 079-371-12)

THE NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL B: (APN: 079-371-13)

THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22 FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

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

PARCEL 1: (APN: 079-371-26)

THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12' 55" EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36' 45" WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13' 25" WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35' 50" EAST 110.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 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 SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 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 SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 258.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0° 12' 05" EAST 329.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 36' 45" WEST 73.23 ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55" WEST 329.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A

Exhibit A

MAP RECORDED IN BOOK 51 PAGE 11 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 SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

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

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 51, PAGE 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, 20 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF, THENCE WESTERLY TO THE POINT OF BEGINNING.

APN: 079-371-15

PARCEL 2;

AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE GRANT DEED RECORDED MAY 17, 1951 IN BOOK 2189, PAGE 286 OF OFFICIAL RECORDS OVER THE NORTH 15 FEET OF THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

EXHIBIT "B"

Property Location

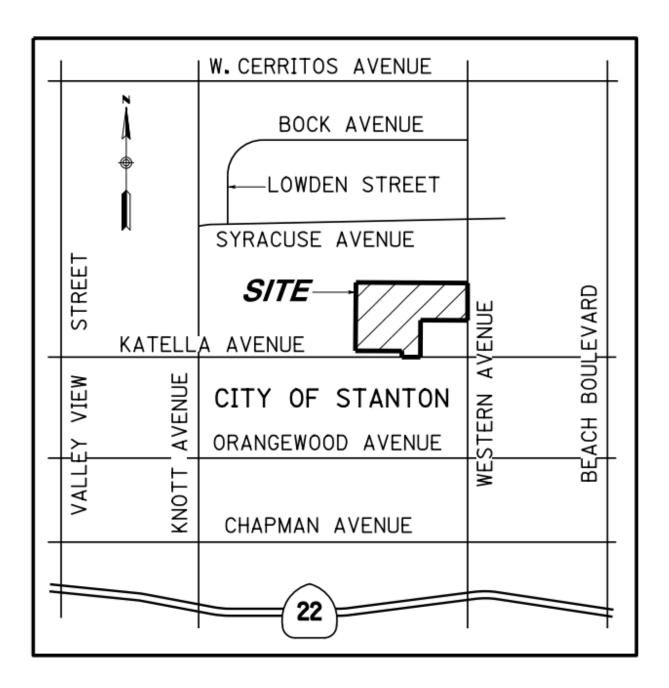


EXHIBIT "C"

Development Plan

Subject to the terms of this Agreement, the Project includes the construction of a standalone residential development as depicted below. The residential development will be comprised of no more than 36 detached residential units. The residential units will include: (1) 18 three-bedroom units that are each approximately 1,771 square feet in size and (2) 18 four-bedroom units that are each approximately 1,931 square feet in size. The three-bedroom units will each have a three-car garage, comprised of two standard parking spaces plus one tandem space. The four-bedroom units will each have a two-car garage. Guest parking spaces will be provided at four locations along the western portion and at the center of the Property. Collectively, the Project will include at least 113 parking spaces (72 garage spaces plus at least 23 guest spaces).

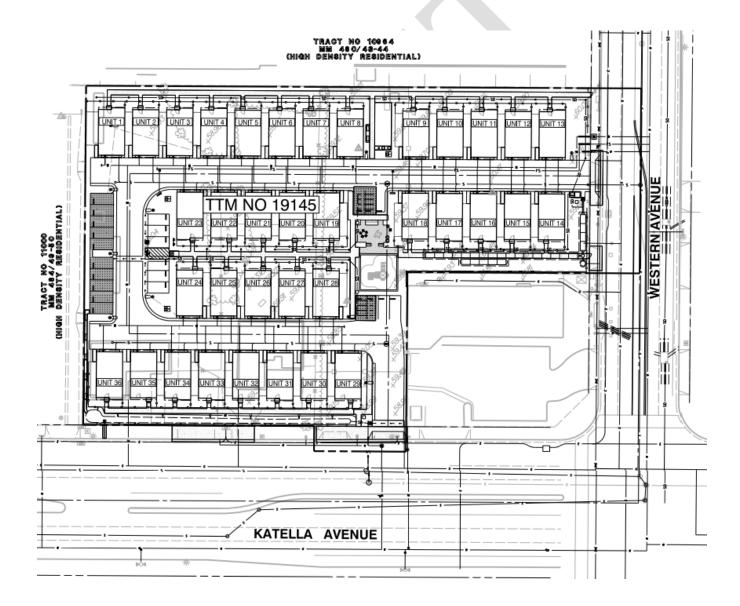


EXHIBIT "D"

(Development Impact Fees)

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

Exhibit D

EXHIBIT "E"

(First Amended and Restated Disposition and Development Agreement)



and

KB HOME COASTAL INC.,

a California corporation

August 11, 2020

FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

by and between the

STANTON HOUSING AUTHORITY,

a joint exercise of powers authority,

and

KB HOME COASTAL INC., a California corporation

[Dated as of [TO BE DETERMINED], for reference purposes only]

FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

This FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue) ("Agreement") is dated as of [TO BE DETERMINED], for reference purposes only, and is entered into by and between the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("HA"), and KB HOME COASTAL INC., a California corporation ("Developer"). HA and Developer enter into this Agreement with reference to the following recitals of fact (each, a "Recital"):

RECITALS

A. The Redevelopment Agency for the City of Stanton ("**RDA**") owned certain real property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09) consisting of approximately forty-six hundredths (.46) of an acre ("**Property**"), as more particularly defined in Section 1.1.70 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "**Dissolution Act**") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. HA is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the HA.

D. Pursuant to Health and Safety Code section 34177(e), HA is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the HA, expeditiously and in a manner aimed at maximizing value.

E. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, HA and Developer entered into that certain Disposition and Development Agreement dated October 22, 2019 ("**Original DDA**") which provided for Developer to acquire the Property from HA and develop the Property as the Project (defined in Section 1.1.69 below). It is intended that the Project will be part of a larger residential community referred to herein as the "Community", which is more particularly described in Section 1.1.13 below.

F. Developer was unable to proceed with the Community and Project as originally anticipated and now requests the Original DDA be amended to reflect current terms and conditions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF HA AND DEVELOPER SET FORTH IN THIS AGREEMENT, HA AND DEVELOPER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. **DEFINITIONS**

1.1 <u>Definitions</u>. The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 Affiliate. Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement**. This First Amended and Restated Disposition and Development Agreement (7455 Katella Avenue) by and between HA and Developer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey**. A survey of the Community, inclusive of the Property, prepared by a State licensed civil engineer or surveyor selected by Developer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Developer Title Policy.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, Land Use Entitlements or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.7 **Business Day**. Any weekday on which HA is open to conduct regular business functions with HA personnel.

1.1.8 **CEQA**. The California Environmental Quality Act, Public Resources Code Section 21000 *et seq*.

1.1.9 **CEQA Documents**. Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any Approvals for the Community, inclusive of the Project.

1.1.10 City. The City of Stanton, a California municipal corporation.

1.1.11 **Claim**. Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment. Claims include but are not limited to claims for: (i) injury to any Person (including death at any time resulting from that injury); (ii) loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction) regardless of where located; (iii) any worker's compensation claim or determination; (iv) any Prevailing Wage Action; or (v) any Environmental Claim.

1.1.12 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.13 **Community**. That certain proposed residential community of approximately thirty-six (36) residential units, including the approximately seven (7) residential units within the Project, and associated common areas, as depicted on Exhibit B attached hereto.

1.1.14 **Control**. Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.15 **County**. The County of Orange, California.

1.1.16 **Default**. An Escrow Default, Monetary Default or Non-Monetary Default. 1.1.17 **Default Interest**. Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the highest rate of interest, if any, that Law allows under the circumstances.

1.1.18 **Deposit.** Ten Thousand Dollars (\$10,000) in cash or immediately available funds to be deposited into Escrow within five (5) Business Days after Escrow opening ("**First Deposit**"). An additional Ten Thousand Dollars (\$10,000) shall be deposited into Escrow within three (3) Business Days after expiration of the Due Diligence Period ("**Second Deposit**") unless this Agreement has been terminated pursuant to the provisions hereof. Collectively the First Deposit and Second Deposit shall be referred to as the "Deposit."

1.1.19 **Developer**. KB HOME COASTAL INC., a California corporation, and any successors or assigns of KB HOME COASTAL INC. permitted under the terms and conditions of this Agreement.

1.1.20 **Developer Parties**. Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.21 **Developer Title Policy**. An ALTA extended coverage owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Developer.

1.1.22 **Development Agreement**. That certain Development Agreement to be agreed upon between the City and Developer, if at all, prior to the expiration of the Due Diligence Period and to be entered into and recorded in the official records of the County at or before the Close of Escrow.

1.1.23 **Documents**. Documents means those Documents delivered by HA to Developer pursuant to Section 2.4.4 below.

1.1.24 **Due Diligence Completion Notice**. A written notice from Developer delivered to HA prior to the end of the Due Diligence Period stating Developer's unconditional acceptance of the condition of the Property, including the terms and provisions of the Development Agreement, or stating Developer's rejection of the condition of the Property or the terms and provisions of the Development Agreement and its refusal accept a conveyance of title to the Property.

1.1.25 **Due Diligence Investigations**. Developer's due diligence investigations of the Property to determine the suitability of the Property for development of the Project for market rate for-sale housing, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or

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development condition of the Property, the physical condition of the Property, including soil and geological assessments, a Phase I environmental audit and, if recommended in the Phase I environmental audit, soil sampling and analysis, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer.

1.1.26 **Due Diligence Period**. The time period of forty-five (45) continuous calendar days commencing on the day immediately following the Escrow Opening Date.

1.1.27 Effective Date. The first date on which all of the following have occurred: (a) HA has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) HA has received a certified copy of the official action taken by the Developer approving this Agreement signed by the authorized representative(s) of Developer, in a form attached to this Agreement as <u>Exhibit_D</u>, (c) this Agreement is approved by the governing body of HA and duly executed on behalf of HA; and (d) Developer has received from HA a fully executed counterpart original of the of this Agreement and a Notice of the Effective Date. Developer shall insert in such Notice the date received by Developer and shall sign and return a copy of such Notice to HA within seven (7) calendar days after receipt of such Notice. HA's failure to send the Notice or Developer's failure to return shall not invalidate or modify the Effective Date The Effective shall be no later than thirty (30) days following the date this Agreement is approved by the governing body of the HA.

1.1.28 Environmental Claim. Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Material Discharge.

1.1.29 Environmental Laws. All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water

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Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.30 **Equity Interest**. All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.31 **Escrow**. An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from HA to Developer pursuant to this Agreement.

1.1.32 **Escrow Agent**. First American Title Company, through its office located at 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attention: Jeanne Gould, Email: jagould@firstam.com, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.33 **Escrow Closing Statement**. A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent's estimate of all funds to be deposited or received by HA or Developer, respectively, and all charges to be paid by HA or Developer, respectively, through the Escrow.

1.1.34 **Escrow Default**. The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow.

pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.35 **Escrow Opening Date**. The first date on which a copy of this Agreement signed by both HA and Developer is deposited with the Escrow Agent which shall occur within five (5) Business Days after the Effective Date. If Escrow is not opened within five (5) Business Days after the Effective Date, this Agreement shall be null and void.

1.1.36 **Event of Default**. The occurrence of any one or more of the following:

(a) *Monetary Default*. A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default*. An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) Bankruptcy or Insolvency. Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) calendar days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary, and is contested with diligence and continuity and vacated and discharged within minety (90) calendar days); or

(d) Non-Monetary Default. Any Non-Monetary Default other than those specifically addressed in the preceding subsection (c) that is not cured within thirty (30) calendar days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.37 **Executive Director**. The Executive Director of HA or his or her designee or successor in function.

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1.1.38 **Federal**. The federal government of the United States of

America.

1.1.39 **Final Approval**. An Approval shall be a Final Approval when such Approval has been approved by the applicable Government agency on terms and conditions acceptable to Developer in its reasonable discretion and all time periods for initiating a legal challenge (appeal, writ, referendum, or otherwise, including, without limitation) to such Approval have passed without such a legal challenge having been initiated, or if a legal challenge has been initiated, it has been resolved on terms and conditions satisfactory to Developer in its sole and absolute discretion and, in the case of Third Person easements, licenses and permits, such documents have been prepared and signed by all applicable Third Persons in form and content acceptable to Buyer in its sole and absolute discretion.

1.1.40 Form 593. A California Franchise Tax Board Form 593-

C.

1.1.41 **Government**. Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, HA or otherwise) whether now or later in existence.

1.1.42 HA. The Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.43 **HA Deed.** A grant deed conveying the Property from HA to Developer, at the Close of Escrow, substantially in the form of Exhibit E attached to this Agreement.

1.1.44 **HA Parties**. Collectively, HA and the officials, officers, employees, agents and volunteers of **HA**.

1.1.45 Hazardous Material. Any flammable substances. radioactive materials, asbestos. asbestos-containing materials. explosives. polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response. Compensation and Liability Act of 1980, as amended by the Superfund

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Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT)Table [49 C.F.R. 172.101]; (1) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) any substance defined as a "hazardous substance" in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.46 **Hazardous Material Discharge**. Any deposit, discharge, generation, release, or spill of a Hazardous Material that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Material to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or any activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.47 **Indemnify**. Where this Agreement states that any Indemnitor shall "indemnify" any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). "**Indemnified**" shall have the correlative meaning.

1.1.48 **Indemnitee**. Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.49 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.50 **Independent Contract Consideration**. Defined in Section 2.2.

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1.1.51 Land Use Entitlements. All land use entitlements required in connection with the development of the Community, including, without limitation, a tentative subdivision map, final map, a zone change, conditional use permit, general and/or specific plan amendment, necessary or appropriate for the use and development of the Property for the Project and all easements, licenses, and permits required from any Government or Third Person to construct improvements to service the Project and/or to grade and develop the Project (including without limitation an unrestricted grading permit per the grading plan approved by the City and a demolition permit for any existing structures on the Property, both in ready-to-issue condition subject only to payment of applicable permit fees and posting of applicable bonds), in form and content satisfactory to Developer in its sole and absolute discretion.

1.1.52 Law. Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party's rights, obligations or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.53 **Legal Costs**. In reference to any Party, all reasonable costs and expenses such Party incurs in any legal proceeding (or other matter for which such Party is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.54 Liability Insurance. Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary insurance in the amount of One Million Dollars (\$1,000,000), and excess or self-insurance for the balance.

1.1.55 **Monetary Default**. Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.56 **Non-Monetary Default**. The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default:

(a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.57 **Notice**. Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.58 **Notice of Default**. Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.59 **Notify.** To give a Notice.

1.1.60 **Outside Closing Date**. The date that is Fourteen (14) months following the expiration of the Due Diligence Period; provided, however, the Outside Closing Date shall be extended for up to two (2) consecutive one (1) month extensions in order to satisfy any unsatisfied conditions precedent to the Close of Escrow set forth in Sections 3.4 or 3.5 below which are not the result of a default of a Party. All references herein to "Outside Closing Date" shall include any extensions agreed upon, in writing, by the Parties.

1.1.61 **Parties**. Collectively, HA and Developer.

1.1.62 **Party**. Individually, either HA or Developer, as applicable.

1.1.63 **Permitted Exception**. All exceptions appearing on the Preliminary Report that are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other easements, rights of way, covenants, conditions and restrictions of record, other than Prohibited Exceptions.

1.1.64 **Person**. Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.65 **Preliminary Report**. The preliminary report issued by the Title Company in contemplation of issuance of the Developer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.66 **Prevailing Wage Action**. Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising

from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.67 **Prohibited Encumbrance**. Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.68 **Prohibited Exception**. Any monetary liens or encumbrances, claims to fee title or leasehold or other possessory interests in the Property or other exceptions to title set forth in the Preliminary Report or any supplement thereto which unless expressly waived in a Title Waiver Notice, are not unconditionally approved by Developer in Developer's Title Notice or, if conditionally approved, the conditions to approval are not satisfied.

1.1.69 **Project**. The planning, design, construction and sale by Developer of seven (7) private residential, market-rate for-sale homes on the Property, including associated common areas and off-site infrastructure improvements necessary to serve the homes on the Property, all as specifically described in the Scope of Development, described in <u>Exhibit F</u> attached to this Agreement, and all to be developed in accordance with plans and specifications approved by the City and any conditions imposed by City in its consideration of Development Application related to the Project.

1.1.70 **Property**. The property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09), as more particularly described in <u>Exhibit A</u> attached to this Agreement.

1.1.71 **Purchase Price**. Eight Hundred Ten Thousand Dollars (\$810,000), which amount represents the fair market value for the Property according to that certain Appraisal Report dated October 30, 2017.

1.1.72 **State**. The State of California.

1.1.73 **Third Person**. Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.74 **Title Company**. First American Title Company, Attn. Hugo Tello, or such other Person mutually agreed upon in writing by both HA and Developer. 1.1.75 **Title Notice.** A written notice from Developer to HA stating Developer's acceptance of the state of the title to the Property or specified exceptions to the state of title to the Property, as described in the Preliminary Report for the Developer Title Policy, or Developer's disapproval or conditional approval of specific matters shown in such Preliminary Report as exceptions to coverage under the proposed Developer Title Policy, describing in reasonable detail the actions that Developer reasonably believes are indicated to obtain Developer's unconditional approval of the state of the title to the Property.

1.1.76 **Title Notice Response**. The written response of HA to the Title Notice, in which HA either elects to: (a) cause the removal from the Preliminary Report for the Developer Title Policy of any matters disapproved or conditionally approved in the Title Notice; (b) obtain title or other insurance or endorsement in a form satisfactory to Developer in its sole and absolute discretion insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.76.

1.1.77 **Title Notice Waiver**. A written notice from Developer to HA waiving Developer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Developer Title Policy as exceptions to coverage under the proposed Developer Title Policy.

1.1.78 **Unavoidable Delay**. A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, inclement weather or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.79 **Waiver of Subrogation**. A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.80 Worker's Compensation Insurance. Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit in accordance with the provisions of California law covering all employees of Developer.

PROPERTY PURCHASE AND SALE

2.1 <u>Purchase and Sale</u>.

2.

2.1.1 **Opening of Escrow**. Subject to all of the terms and conditions of this Agreement, HA shall convey title to the Property to Developer in consideration of Developer paying the Purchase Price to HA and Developer's performance of Developer's promises and covenants set forth in this Agreement. Developer shall accept conveyance of title to the Property from HA, subject to the Permitted Exceptions, pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the HA Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from HA to Developer and the acquisition of title to the Property by Developer from HA, pursuant to the terms and conditions of this Agreement, HA and Developer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit**. Within five (5) Business Days after the opening of the Escrow, Developer shall deliver the First Deposit to the Escrow Agent. Within three (3) Business Days following the expiration of the Due Diligence Period and provided that Developer has timely delivered to HA a Due Diligence Completion Notice wherein Developer has accepted the condition of the Property and Developer and City have agreed, in writing, upon the terms and provisions of the Development Agreement, Developer shall deliver the Second Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit shall be credited to Developer towards the Purchase Price.

2.2 Independent Contract Consideration. Upon receipt of the First Deposit, Escrow Agent shall deliver to HA the sum of one hundred dollars (\$100.00) from the First Deposit ("Independent Contract Consideration"), which amount has been bargained for and agreed to as adequate consideration for Developer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for HA's execution, delivery and performance of this Agreement. The Independent Contract Consideration is independent of all other consideration provided in this Agreement and is nonrefundable to Developer in all events.

2.3 Developer Approval of Title to Property.

2.3.1 **Title Notice**. After the Escrow Opening Date, Developer shall request that Title Company prepare and deliver the Preliminary Report to both HA and Developer. Within thirty (30) calendar days following Developer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Developer shall send the Title Notice to HA.

2.3.2 Failure to Deliver Title Notice. If Developer fails to send the Title Notice to HA within the time period provided in Section 2.3.1, Developer will be deemed to disapprove the status of title to the Property and refuse to accept 14

conveyance of title to the Property, Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.3 **Title Notice Response**. Within fifteen (15) calendar days following HA's receipt of the Title Notice (if any), HA shall send the Title Notice Response to Developer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Developer fails to deliver the Title Notice, HA shall not be required to send the Title Notice Response. If HA does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, HA shall be deemed to elect not to take any action in reference to the Title Notice. If HA elects in the Title Notice Response to take any action in reference to the Title Notice, HA shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

2.3.4Title Notice Waiver. If HA elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Developer's receipt of HA's Title Notice Response; or (b) the last date for HA to deliver its Title Notice Response pursuant to Section 2.3.3, Developer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to HA. Failure by Developer to timely send the Title Notice Waiver, where the Title Notice Response or HA's failure to deliver the Title Notice Response results in HA's election not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, will be deemed Developer's continued refusal to accept the title to and conveyance of the Property, in which case Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.5 No Termination Liability. Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be automatic if Developer does not deliver the Title Notice and the Title Notice Waiver in a timely manner pursuant to the terms of this Section 2.3. Developer may also terminate this Agreement by delivery of a Notice of termination to both HA and the Escrow Agent. Upon termination of this Agreement, the Parties and the Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

2.4 Developer Due Diligence Investigations.

2.4.1 **Time and Expense**. Developer shall complete all Due Diligence Investigations that Developer deems appropriate in its sole and absolute discretion, within the Due Diligence Period and shall conduct all Due Diligence Investigations at Developer's sole cost and expense.

2.4.2 **Right to Enter.** HA licenses Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4.2 shall terminate with the termination of the Due Diligence Period unless Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and delivered to Escrow Agent the Second Deposit, in which event, Developer may, thereafter, continue to enter the Property for purposes of conducting such other Due Diligence Investigations as Developer deems reasonably necessary subject to all requirements and indemnities of this Agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Property. Developer shall provide HA forty-eight (48) hours advance written notice of Developer's intent to enter the Property.

2.4.3 Limitations. Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, or other testing required to prepare necessary environmental documents for the development of the Project, without HA's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.4.4 **HA Delivery of Documents**. HA shall deliver to Developer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in the HA's or its agents' possession within ten (10) calendar days following the Effective Date. This paragraph only requires the HA to disclose those documents which would be required to be disclosed in any commercial arm's length transaction involving the sale of land.

2.4.5 **Indemnification of HA**. The activities of Developer or Developer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Developer's Indemnity obligations pursuant to Section 5.5.2.

2.4.6 **Due Diligence Completion Notice**. Developer shall deliver a Due Diligence Completion Notice to HA prior to the end of the Due 16

Diligence Period. If Developer does not unconditionally accept the condition of the Property and the terms and provisions of a Development Agreement by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property, this Agreement shall automatically terminate, and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.4.7 **ALTA Survey**. Developer shall obtain an ALTA Survey at Developer's sole cost and expense prior to the end of the Due Diligence Period or, thereafter, in the event that Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and has delivered to Escrow Agent the Second Deposit. In the event that Developer obtains an ALTA Survey, Developer shall deliver a copy of the same to HA within five (5) Business Days after Developer's receipt thereof.

2.4.8 **Insurance**. Prior to any entry on the Property by Developer before the Close of Escrow, Developer shall secure and maintain Liability Insurance that will cover the activities of Developer and its agents and consultants on the Property and shall name HA an additional insured thereunder, and (b) workers' compensation insurance. Not less than 24 hours prior to entering the Property, Developer shall provide a certificate of insurance to HA evidencing the insurance required herein.

2.4.9Development Agreement. Developer and City shall, during the Due Diligence Period, endeavor to negotiate a mutually acceptable Development Agreement wherein Developer agrees to certain obligations and requirements regarding the development of the Project on the Property after the Close of Escrow. In the event that Developer and City agree, in writing, to the terms and provisions of a Development Agreement, the Development Agreement shall be executed by the Developer and City at the Close of Escrow and shall be recorded in the official records of the County upon the Close of Escrow. In the event that Developer and City fail to agree, in writing and in the sole and absolute discretion of each. to the terms and provisions of a Development Agreement prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate without further action by either Party and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13 below. While the Development Agreement shall be applicable to the Project being developed on the Property, it shall not be applicable to the remainder of the Community.

2.4.10 The HA's approval of this Agreement does not constitute approval by the HA or City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Property is expressly conditioned on CEQA compliance. City shall conduct an environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in this Agreement shall be construed to limit the City's discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in Public Resources Code section 21002: Following completion of the City's environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in Public Resources Code section 21152. The Parties agree and acknowledge that any proposed development of the Property might change as a result of various environmental factors. On or before the Close of Escrow, the scope and location of proposed development and the design of the anticipated improvements might well change to account for needs of Developer, including changes required by the CEQA process.

2.5 "AS-IS" Acquisition. The Close of Escrow shall evidence Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for the Project or other use or the existence or absence of Hazardous Materials and with full knowledge of the physical condition of the Property, the nature of HA's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Developer's representation and warranty to HA that: (a) Developer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Developer is entitled to conduct on the Property in accordance with this Agreement; (b) Developer is experienced in real estate development; (c) Developer is relying entirely on Developer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Developer accepts the Property in its present condition; (e) to the extent that Developer's own expertise with respect to any matter regarding the Property is insufficient to enable Developer to reach an informed conclusion regarding such matter, Developer has engaged the services of Persons qualified to advise Developer with respect to such matters; (f) Developer has received assurances acceptable to Developer by means independent of HA or HA's agents of the truth of all facts material to Developer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Developer as a result of Developer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by HA or HA's agents relating to the condition of the Property. HA hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

2.6 Release of HA.

2.6.1 **Developer Waiver and Release of Claims**. AT THE CLOSE OF ESCROW, DEVELOPER WAIVES AND RELEASES HA AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.6.2. WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, DEVELOPER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

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

2.6.2 Specific Obligations Excluded. THE FOREGOING GENERAL RELEASE NOTWITHSTANDING, DEVELOPER IS NOT RELEASING HA FROM: (a) HA'S EXPRESS COVENANTS UNDER THIS AGREEMENT; (b) HA'S OBLIGATIONS UNDER THIS AGREEMENT. INCLUDING THOSE THAT SURVIVE THE CLOSE OF ESCROW; (c) THIRD PERSON CONTRACT CLAIMS AGAINST HA ARISING OUT OF CONTRACTS TO WHICH HA IS A PARTY; (d) LIABILITY FOR A HAZARDOUS MATERIAL DISCHARGE BY HA; (e) BREACH OF ANY EXPRESS WARRANTY OR REPRESENTATION MADE BY HA HEREIN AND/OR (f) HA'S WILLFUL MISCONDUCT OR FRAUD (WITHOUT WAIVING ANY AVAILABLE DEFENSES OR IMMUNITIES OF HA UNDER APPLICABLE LAW).

Initials of Authorized Developer's Representative

3. JOINT ESCROW INSTRUCTIONS

3.1 <u>Opening of Escrow; Escrow Instructions</u>. The conveyance of title to the Property from HA to Developer shall take place through the Escrow to be administered by Escrow Agent. Developer shall cause the Escrow to be opened within five (5) Business Days following Developer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 <u>Escrow Instructions</u>. This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Developer and HA shall sign such further escrow instructions ⁸⁻³⁻²⁰ 19

consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both HA and Developer.

3.3 <u>Escrow Agent Authority</u>. HA and Developer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge HA and Developer for their respective shares of the applicable fees, taxes, charges and costs payable by either HA or Developer regarding the Escrow;

3.3.2 Settlement/Closing Statements. Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording**. File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents**. Utilize documents signed by HA or Developer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 <u>Developer's Conditions Precedent to Close of Escrow</u>. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Developer, Developer's obligation to proceed with the Close of Escrow and accept conveyance of title to the Property from HA through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Developer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy**. Title Company is committed to issue to Developer, as of the Close of Escrow, the Developer Title Policy covering the Property, subject only to the Permitted Exceptions, upon payment of Title Company's premium for such policy;

3.4.2 **Approvals**. Final Approval and issuance of all discretionary Approvals required from each and every Government and Third Person for the development and construction of the Community as a market rate for-sale residential subdivision, inclusive of the of the Project on the Property, including, without limitation the Land Use Entitlements and CEQA Documents;

i. Land Use Approvals. Nothing in the approval of this Agreement by HA shall be binding on HA, the City Council or any other commission, committee, board or body of City regarding any Approvals required from such bodies regarding Developer's use or development of the Property. Nothing in this Agreement, nor any action by

HA with reference to this Agreement or any related documents is intended to be nor shall be deemed to constitute issuance or waiver of any required Approval regarding the Property or waiver or exercise of any legislative discretion regarding any Application, Approval or other matter relating to the Project.

3.4.3 **Due Diligence**. Developer and City shall have agreed, in writing, to the terms and provisions of the Development Agreement to be effective upon the Close of Escrow and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6 above;

3.4.4 HA Escrow Deposits. HA deposits all of the items into Escrow required by Section 3.8;

3.4.5 **HA Pre-Closing Obligations**. HA performs all of its material obligations required to be performed by HA pursuant to this Agreement prior to the Close of Escrow;

3.4.6 Paet Property Acquisition. As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Brill C. Paet and Maria C. Paet, as Co-Trustees of the Amuer Trust, U/A Dated February 4, 2019, as Seller and Developer, as Buyer (the "Paet Adjacent Parcel Contract") provided that all conditions to closing under the Paet Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Paet Adjacent Parcel Contract, identified as 10941 and 10921 Western Avenue (APN Nos. 079-371-13 and 079-371-12) (the "Paet Adjacent Parcel"). In the event that the Paet Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13:

3.4.7 Quiet Title to Private Water Well Rights. The private water well on Property, together with all rights relating thereto, including, without limitation, water rights and associated easements for pipelines, access and the like on, in, over, about or otherwise pertaining to the Property relating thereto ("Private Water Well Rights") shall have been duly abandoned and quitclaimed by the owners of such Private Water Well Rights or a final, non-appealable judgment quieting title in HA to such Water Well Rights shall have been entered by the Superior Court of Orange County, California, such that the Developer Title Policy may be issued without exception for such Private Water Well Rights or the private water well currently located on the Property;

3.4.8 Wallace Property Acquisition. As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Melinda Gail Wallace, Trustee of the Jerome Brent Wallace Trust Dated September 6, 2013, as Seller and Developer, as Buyer (the "Wallace Adjacent Parcel Contract") provided that all conditions to closing under the Wallace Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Wallace Adjacent Parcel Contract, identified as 7401 and 7421 Katella Avenue (APN Nos. 079-371-15, 079-371-26 and 079-371-27) (the "Wallace Adjacent Parcel"). In the event that the Wallace Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13; The Paet Adjacent Parcel and Wallace Adjacent Parcel shall collectively be known as the "Adjacent Parcel."

3.4.9 **Performance by HA**. HA shall have timely performed all obligations to be performed by HA pursuant to this Agreement;

3.4.10 Truth of HA's Representations and Warranties. HA's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

3.4.11 No Material Adverse Change. There shall be no material adverse change in the physical condition of the Property or any improvements serving the Property from the condition in which they existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development of the Project;

3.4.12 **No Leases or Tenancies**. There shall be no leases, tenancies or other rights of occupancy relating to the Property and all persons and entities shall have vacated the Property such that exclusive possession of the Property can be delivered to Developer at the Close of Escrow;

3.4.13 **Easements**. All easements, rights-of-ways, licenses, permits and agreements required from any Third Person to access the Property, construct improvements to service the Community and to grade and develop the Community shall have been obtained in form and content satisfactory to Developer in Developer's reasonable discretion;

3.4.14 **Moratoria**. There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for the Community and the residences to be constructed in the Community;

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3.4.15 Affordable Housing. If HA or City requires any affordable housing in the Project or any fee in lieu of affordable housing in the Project, Developer may terminate this Agreement within 10 business days of receiving notice of the requirement; and

3.4.16 Assessment Districts. There shall be no formed or City proposed financing or other assessment district with respect to the Property, other than as shown on the Preliminary Report;

3.5 <u>HA Conditions Precedent to Close of Escrow</u>. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by HA, HA's obligation to convey title to the Property to Developer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by HA) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title**. Developer accepts the state of the title to the Property, in accordance with Section 2.3;

3.5.2 **Due Diligence**. Developer and HA shall have agreed, in writing, to the terms and provisions of the Development Agreement, in which event it shall have been attached to this Agreement as <u>Exhibit C</u> and incorporated herein and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6;

3.5.3 **Developer Escrow Deposits**. Developer deposits all of the items into Escrow required by Section 3.7;

3.5.4 **Developer Pre-Closing Obligations**. Developer performs all of its material obligations required to be performed by Developer pursuant to this Agreement prior to Close of Escrow;

3.5.5 **Development Agreement**. City and Developer have entered into a Development Agreement governing the future development of the Project and that Development Agreement is in a position to be recorded at or prior to the close of this escrow.

3.5.6 **CEQA Documents.** Final Approval, adoption, and certification of the CEQA Documents, if any.

3.5.7 **Land Use Entitlements**. Developer has received Final Approval of all Land Use Entitlements for development of the Project.

3.5.8 Adjacent Parcel Acquisition. Developer has closed on or is closing on the Wallace Adjacent Parcel and the Paet Adjacent Parcel simultaneously.

3.6 <u>Failure of Conditions Not Default</u>. HA's failure to satisfy Developer's condition set forth in Section 3.4.2 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by HA under this Agreement, unless HA fails to exercise reasonable efforts to satisfy the condition (which, as it relates to Section 3.4.2, reasonable efforts shall not include litigation or other dispute resolution process);; provided, however, HA retains its sole and absolute discretion with respect to any legislative act or approval by HA. Failure to satisfy the condition set forth in Section 3.4.7 regarding the abandonment or quieting title to the Private Water Well Rights shall not constitute an Escrow Default or any other type of Default or Event of Default under this Agreement. The failure of City and Developer to enter into a Development Agreement shall not constitute a Default or Event of Default by HA or Developer.

3.7 <u>Developer's Escrow Deposits</u>. Developer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to HA, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Developer under the terms of this Agreement to close the Escrow, including the Purchase Price, less the Deposit, all in immediately available funds;

3.7.2 **Certificate of Acceptance**. The Certificate of Acceptance attached to the HA Deed signed by the authorized representative(s) of Developer in recordable form;

3.7.3 **Development Agreement**. Executed counterpart originals of the Development Agreement in recordable form;

3.7.4 **Escrow Closing Statement**. Developer's Escrow Closing Statement signed by the authorized representative(s) of Developer;

3.7.5 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of Developer in recordable form; and

3.7.6 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement (defined in Section 7.2 below).

3.7.7 **Other Reasonable Items**. Any other documents or funds required to be delivered by Developer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Developer.

3.8 <u>HA's Escrow Deposits</u>. HA shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Developer, at least one (1) Business Day prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by HA under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **HA Deed.** The HA Deed signed by the authorized representative(s) of HA in recordable form;

3.8.3 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of HA in recordable form;

3.8.4 Assignment. A Blanket Assignment and Bill of Sale in substantially the form attached hereto as <u>Exhibit G</u> (the "Assignment");

3.8.5 **Development Agreement**. Executed counterpart originals of the Development Agreement in recordable form;

3.8.6 **Escrow Closing Statement**. HA's Escrow Closing Statement signed by the authorized representative(s) of HA;

3.8.7 **FIRPTA Affidavit**. A FIRPTA affidavit signed by the authorized representative(s) of HA, in the customary form used by the Escrow Agent;

3.8.8 Form 593. A Form 593 signed by the authorized representative(s) of HA; and

3.8.9 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement.

3.8.10 **Other Reasonable Items**. Any other documents or funds required to be delivered by HA under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by HA.

3.9 <u>Closing Procedure</u>. When each of Developer's Escrow deposits, as set forth in Section 3.7, and each of HA's Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Developer and HA that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both HA and Developer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the HA Deed, with Developer's Certificate of Acceptance attached, the Notice of Agreement, the Development Agreement and any other documents to be recorded through Escrow upon the written joint instructions of the Parties to be filed with the office of the Recorder of the County for recording in the official records of the County. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to HA, Developer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1;

3.9.2 **Execution and Distribution of Holdback Agreement**. At Close of Escrow, Escrow Agent shall execute triplicate counterpart originals of the Holdback Agreement and distribute one fully executed counterpart original each to HA and Developer and shall retain one.

3.9.3 **Distribution of Other Documents**. Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.4 **Funds**. Deposit into the Holdback Account (defined in Section 7.2 below) the Holdback Amount (also defined in Section 7.2 below) and distribute all other funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by HA and Developer;

3.9.5 Assignment. Deliver to Developer the conformed copies of the Assignment;

3.9.6 **FIRPTA Affidavit**. File the FIRPTA Affidavit with the United States Internal Revenue Service and deliver a copy thereof to Developer;

3.9.7 Form 593. File the Form 593 with the California Franchise Tax Board and deliver a copy thereof to Developer; and

3.9.8 **Title Policy**. Obtain and deliver to Developer the Developer Title Policy issued by the Title Company.

3.10 <u>Close of Escrow</u>. The Close of Escrow shall occur on or before the Outside Closing Date. In addition to the two (2) one (1) month extensions referred to in Section 1.1.61, the Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to 8-3-20 26 the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that E

3.11 <u>Escrow Costs</u>. Escrow Agent shall notify Developer and HA of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to each HA and Developer at least two (2) Business Days prior to the Close of Escrow. HA shall pay the premium charged by the Title Company for the Developer Title Policy. Developer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Developer Title Policy that may be requested by Developer. HA and Developer shall each pay one-half (1/2) of the fees and other costs that the Escrow Agent may charge for conducting the Escrow. HA shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to HA's Default under this Agreement, HA shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Developer's Default under this Agreement, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Developer or HA, Developer and HA shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 <u>Escrow Cancellation</u>. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Developer or Escrow Agent, respectively, shall return to HA all documents previously delivered by HA to Developer or Escrow Agent regarding the Escrow; (b) HA or Escrow Agent, respectively, shall return to Developer all documents previously delivered by Developer to HA or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Developer all funds deposited in Escrow by Developer, including the Deposit but less the Independent Contract Consideration (which shall be disbursed to HA) and Developer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to HA all funds deposited in Escrow by HA, less HA's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 <u>Report to IRS</u>. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both HA and Developer.

3.15 <u>Condemnation</u>. If HA receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, HA shall give Notice to Developer of such occurrence. Developer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, HA shall pay to Developer any condemnation award attributable to the Property that is paid to HA after the Effective Date and prior to the Close of Escrow or assign to Developer any and all rights of HA to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Developer may terminate this Agreement by Notice to HA thirty (30) calendar days in advance of the effective date of such termination, in which event the provisions of Section 3.13 shall apply.

4. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

4.1 <u>Representations and Warranties by Developer</u>. Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by HA is made in material reliance by HA on such covenants, representations and warranties of Developer:

4.1.1 Valid and Enforceable Agreement. Developer has taken all requisite action and obtained all requisite consents in connection with entering

into this Agreement, such that this Agreement is valid and enforceable against Developer in accordance with its terms and each instrument to be executed by Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Developer.

4.1.2 **Change of Fact or Circumstance**. If Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Developer's knowledge and/or belief as of a certain date, Developer will give immediate written notice of such changed fact or circumstance to HA.

4.2 Prevailing Wages

4.2.1 **RESPONSIBILITY**. DEVELOPER AGREES WITH HA THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

4.2.2WAIVERS AND RELEASES. DEVELOPER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASE HA FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATED TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 4.2.2, DEVELOPER ACKNOWLEDGES THAT PROTECTIONS OF CIVIL CODE SECTION 1542. WHICH READ AS FOLLOWS:

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

4.2.3 INITIALS. BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF 29

SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN SECTION 4.2.2.

DEVELOPER INITIALS

5. **REMEDIES, INDEMNITY AND TERMINATION**

PRE-CLOSING LIQUIDATED DAMAGES TO HA. 5.1 UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, HA SHALL BE RELIEVED OF ANY OBLIGATION OF HA UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO DEVELOPER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF HA TO DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. HA AND DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY HA IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES HA WOULD SUFFER. IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA AND DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF HA'S DAMAGES IN SUCH EVENT, INCLUDING, WITHOUT LIMITATION, COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING. COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HEREWITH, IS THE AMOUNT OF THE DEPOSIT (\$20.000). THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY HA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO HA. RECEIPT OF THE DEPOSIT SHALL BE HA'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW AND HA WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN

THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO HA PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. HA WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON ANY SUCH DEFAULT BY DEVELOPER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF HA TO RETAIN THE DEPOSIT.

Initials of Authorized Initials of Authorized

HA Representative

Developer Representative

5.2 Developer's Remedies Prior To Close Of Escrow.

5.2.1 HA's Default. If HA materially defaults under this Agreement prior to the Close of Escrow, then Developer may:

Terminate this Agreement, provided such termination shall be a) effective only upon delivery of written Notice of termination from Developer to Escrow Agent and HA, in which event, (i) Escrow Agent shall automatically return to Developer the Deposit, any interest thereon and any other sums deposited by Developer then held by Escrow Agent, and (ii) Developer shall be entitled to reimbursement of its out-of-pocket costs of this transaction by HA not to exceed Twenty Thousand Dollars (\$20,000); or

Keep this Agreement in effect and pursue any and all other remedies b) available to it against HA including the specific performance of this Agreement, and Developer may record a notice of pendency of action against the Property.

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Sections 5.1 or 5.2.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 HA Indemnity Obligations. HA shall Indemnify Developer Parties against any Claim to the extent such Claim arises from (a) any wrongful intentional act or gross negligence of HA Parties but only to the extent that the HA may be held liable under applicable law for such acts or negligence, (b) any agreements that HA (or anyone claiming by or through HA) makes or has made with a Third Person regarding the Property or the Project, which is not disclosed to Developer in writing, (c) any worker's compensation claim or determination relating to any employee of HA, its agents or their contractors (d) any breach of representation or warranty of HA herein. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on HA's liability, any exemption from liability in favor of HA, any claim presentment requirement for bringing an action regarding any liability of HA or any limitations period applicable to liability of HA, all as set forth in California Government Code Sections 800 et seq., Sections 900 et seq., or in any other Law, or require HA to Indemnify any Person beyond such limitations on HA's liability. Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action .

5.5.2 **Developer Indemnity Obligations.**

Developer shall Indemnify HA Parties against any Claim to the (a) extent such Claim arises from:

any wrongful intentional act or negligence of Developer (1)Parties relating to the Project, Property or this Agreement;

(2)any Claims relating to Due Diligence Investigations except for (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the gross negligence or intentional misconduct of HA, its officers, managers, employees or agents, (ii) any diminution in value in the Property arising from or relating to any condition discovered during the Due Diligence Investigations, including, without limitation, Hazardous Materials except to the extent that such condition is exacerbated due to the negligence or willful misconduct of Developer or its Agents and (iii) any latent defects in the Property;

Developer's request;

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(3)any Application relating to the Project made by or at

(4)any agreement that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property or the Project; 32

(5) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors;

the Project; or

(6) any Prevailing Wage action pertaining to this Agreement or

(b) Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action.

5.5.3 Independent of Insurance Obligations. Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify HA Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

5.5.4 **Survival of Indemnification and Defense Obligations**. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

5.5.5 **Indemnification Procedures**. Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice*. The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) Selection of Counsel. The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

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(c) *Cooperation*. The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement*. The Indemnitor may only settle a Claim with the consent of the Indemnitee, which shall not be unreasonably withheld or delayed. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

(e) *Insurance Proceeds*. The Indemnitor's obligations shall be reduced by net insurance proceeds the Indemnitee actually receives for the matter giving rise to indemnification obligation.

6. HA'S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 In addition to the representations, warranties and covenants of HA contained in other Sections of this Agreement, HA represents, warrants and covenants to Developer as follows, all of which shall survive the Close of Escrow:

6.1.1 Valid and Enforceable Agreement. HA is a public body, corporate and politic, validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of California. HA is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement and that no consent from any Third Person is required to convey the Property to Developer. This Agreement has been duly authorized and entered into by HA and the parties signing on behalf of HA, and upon delivery to and execution by Developer, shall be a valid and binding agreement of HA.

6.1.2 No Violation of Prior Agreement. Except as identified in the Preliminary Report, HA has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall HA do so. By entering into and performing the transactions contemplated by this Agreement, HA will not violate or breach any agreement, covenant or obligation binding on HA.

6.1.3 **Hazardous Materials**. Except as may be disclosed in the Documents delivered by HA to Developer pursuant to Section 2.4.4 above, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), neither HA nor any Third Person has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property in violation of any Environmental Law. Additionally, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), except as may be disclosed in the Documents, (a) the Property is not in violation, nor has been or is currently under investigation for violation of any Environmental Law (b) there has been no migration of any 34

Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law; and (c) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property.

6.1.4 **No Violations or Actions.** To the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry) there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, notice of violation, assessment district or zoning change proceeding, pending or served on HA or threatened in writing. Further, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), there is no judgment or moratorium involving the Property that affects Developer's anticipated development of the Property or that adversely affects HA's ability to perform hereunder.

6.1.5 **Leases.** There are no leases, rental agreements or other contracts of any kind or nature affecting the Property and HA shall not enter into any contracts affecting the Property during the term of this Agreement without the prior written consent of Developer.

6.1.6 Not a Public Park. The Property is not a public park which is subject to California Government Code Sections 38501 *et. seq.*

Each of the representations and warranties made by HA in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of HA contained in this Agreement, are conditions precedent to the Close of Escrow. HA shall notify Developer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section.

7. **OIL WELL HOLDBACK**

7.1 <u>Oil Well</u>. During its investigations of the Property prior to the Effective Date, Developer discovered that there may exist an oil well on the Property which has yet to be located with certainty ("**Oil Well**") and which, prior to development of the Property for residential uses as contemplated by the Agreement, if determined to exist on the Property, would have to be plugged and abandoned in conformance with the requirements of the California Department of Conservation, Division of Oil, Gas and Geothermal Resources ("**DOGGR**") and applicable Environmental Laws ("Abandonment"). 7.2 <u>Holdback</u>. Based upon the potential costs associated with an Abandonment of the Oil Well, the existence of which will likely not be confirmed until the grading of the Property after the Close of Escrow, Escrow Agent shall hold back from the funds to be distributed to HA at the Close of Escrow the amount of One Hundred Fifty Thousand Dollars (\$150,000) ("Holdback Amount"). If the Oil Well is determined to be on the Property, the Holdback Amount shall fund the Abandonment of the Oil Well as more particularly described in the Holdback Agreement in the form attached hereto as <u>Exhibit I</u> ("Holdback Agreement") to be entered into by HA and Developer at the Close of Escrow. Escrow Agent shall establish, deposit the Holdback Amount into and maintain an interest-bearing account ("Holdback Account") at a reputable financial institution selected by Developer and reasonably approved by HA. on the terms and conditions specified in the Holdback Agreement. After the Close of Escrow, the Holdback Agreement.

7.3 <u>Scope of Work for Abandonment</u>. HA and Developer agree that in the event that the Oil Well is determined to be located on the Property, the Scope of Work for the Abandonment of the Oil Well attached hereto as <u>Exhibit J</u> ("**Scope of Work**") constitutes a good faith effort to identify the work that will be necessary to complete the Abandonment of the Oil Well, however, based upon the actual condition of the Oil Well and the surrounding soil and/or any additional or different requirements imposed by DOGGR, such Scope of Work is subject to revision. Any revisions to the Scope of Work not mandated by DOGGR shall be reviewed and agreed to by HA before the revised Scope of Work shall be implemented. Developer shall contract with a third party contractor to have the Abandonment performed pursuant to the Scope of Work, as revised from time to time to address the actual condition of the Oil Well and the surrounding soil.

8. **GENERAL PROVISIONS**

8.1 <u>Incorporation of Recitals</u>. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient Party, as designated below in this Section 8.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 8.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully transmitted via email or delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 8.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective

Date, are as follows:

To Developer:

With Copy To:

To HA:

With Copy to:

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

KB Home 10990 Wilshire Blvd., 7th Floor Los Angeles, California 90024 Attn: Phil Darrow and Deb Smith Email: pdarrow@kbhome.com; dksmith@kbhome.com

and

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

Housing Authority of the City of Stanton City of Stanton 7800 Katella Ave Stanton, CA 90680 Attention: Executive Director Email: JHildenbrand@ci.stanton.ca.us Best Best & Krieger LLP 18101 Van Karman Avenue, Suite 1000 Irvine, CA 92614 Attention: Elizabeth W. Hull, Esq. Email: elizabeth.hull@bbklaw.com

8.3 <u>Relationship of Parties</u>. The Parties each intend and agree that HA and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

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8.4 Brokers.

8.4.1 HA and Developer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, except that Jerry Ristrom of Inco Commercial ("HA's Broker") is the listing broker for HA and has represented HA in this transaction and that HA shall be responsible for HA's Broker's commission pursuant to a separate agreement between HA and HA's Broker.

8.4.2 HA shall indemnify, defend and hold harmless Developer against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (including without limitation HA's Broker) by HA.

8.4.3 Developer shall indemnify, defend and hold harmless HA against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder by Developer.

8.4.4 Developer represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of HA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement.

8.4.5 Breach of the representations or warranties of this Section 8.4 shall entitle the non-breaching party to terminate this Agreement or cancel the Escrow (or both) upon seven (7) calendar days' Notice to breaching party and, if during the pendency of the Escrow, also to Escrow Agent.

8.4.6 Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities, and agreements contained in this Section 8 shall survive the Close of Escrow or earlier termination of this Agreement.

8.5 <u>Calculation of Time Periods</u>. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies Business Days, in which event Saturdays, Sundays, days the City of Stanton offices are closed and local, state or national holidays shall be excluded. If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, day the City of Stanton offices are closed, or local, state or national holiday, the act or notice may be timely performed or given on the next succeeding Business Day.

8.6 <u>Principles of Interpretation</u>. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice 38

from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

8.7 <u>Governing Law</u>. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

8.8 <u>Parties to the Agreement.</u> The Parties to this Agreement are HA and Developer. The City is not a Party to this Agreement.

8.9 <u>Unavoidable Delay; Extension of Time of Performance</u>.

8.9.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) calendar days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

8.9.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF

EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

Initials of Authorized HA Representative Initials of Authorized Developer Representative

8.10 <u>Tax Consequences</u>. Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

8.11 <u>No Third-Party Beneficiaries</u>. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

8.12 Developer Assumption of Risks of Legal Challenges. Except in connection with any breach of representation, warranty or covenant of HA set forth in this Agreement, including, without limitation, its representations and warranties set forth in Section 6.1 and its obligation to Indemnify as set forth in Section 5.5.1, Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to HA's approval of this Agreement or any associated Approvals relating to the Project, even in the event that an error, omission or abuse of discretion by HA is determined to have occurred. If a Third Person files a legal action regarding HA's approval of this Agreement or any associated Approval relating to the Project (exclusive of legal actions alleging violation of California Government Code Section 1090 by elected officials of HA), Developer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.13; or (b) Indemnify HA against such Third Person legal action,

including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section shall only be available to Developer prior to the Close of Escrow. Should Developer fail to Notify HA of Developer's election pursuant to this Section 8.12 at least fifteen (15) calendar days before response to the legal action is required by HA. Developer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12. If Developer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12 and Developer does not send Notice of cancellation of the Escrow to Escrow Agent and HA and Notice of termination of this Agreement to HA within ten (10) calendar days following such event, then HA shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Developer and Notice of termination of this Agreement to Developer, without liability to Developer or any other Person. HA shall reasonably cooperate with Developer in defense of HA in any legal action subject to this Section 8.12, subject to Developer performing Developer's indemnity obligations for such legal action. Nothing contained in this Section 8.12 is intended to be nor shall be deemed or construed to be an express or implied admission that HA may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of HA to comply with any Law. Any legal action that is subject to this Section 8.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

8.13 <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.14 <u>Time Declared to be of the Essence</u>. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

8.15 <u>Entire Agreement</u>. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

8.16 <u>Waivers and Amendments</u>. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both HA and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. 8.17 Executive Director Implementation. HA shall implement this Agreement through the Executive Director. The Executive Director is hereby authorized by HA to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of HA, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of HA, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of HA by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of HA, unless expressly provided otherwise by action of HA. Nothing in this Section 8.17 shall restrict the submission to HA of any matter within the Executive Director's authority under this Section 8.17, in the Executive Director's sole and absolute discretion, to obtain HA authorization on such matter. The specific intent of this Section 8.17 is to authorize certain actions on behalf of HA by the Executive Director, but not to require that such actions be taken by the Executive Director, without consideration by HA.

8.18 <u>Survival of Agreement</u>. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

8.19 <u>Counterparts</u>. This Agreement shall be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and seven exhibits (*i.e.*, Exhibits A through G, inclusive, with each exhibit incorporated into this Agreement by reference) that constitute the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

8.20 <u>Facsimile or Electronic Signatures</u>. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

8.21 <u>Offer</u>. When executed by Developer and submitted to HA, this Agreement shall not be effective or binding on Developer until fully executed by HA and a counterpart original delivered to Developer, but shall be interpreted as an offer under control of the Developer prior to such acceptance.

[Signatures on following page]

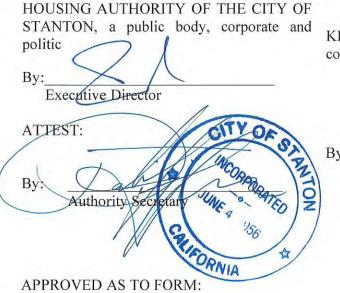
ORIGINAL

SIGNATURE PAGE TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

HA:

DEVELOPER:



KB HOME COASTAL INC., a California corporation

By:

Stephen J. Ruffner, President,

BEST BEST & KRIEGER LLP

By:

General Counsel

CALIFORNIA NOTARY ACKNOWLEDGEMENT

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 California County of San Diego

On <u>November 23 2026</u> before me, <u>Katherine M. Katcher, Notary Public</u>, personally appeared <u>Stephen J. Ruffner</u>, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 that M. Hutch ... (Seal)



EXHIBIT A TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

LEGAL DESCRIPTION OF THE PROPERTY

[Attached behind this cover page]

Exhibit A

EXHIBIT A TO DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue) LEGAL DESCRIPTION OF THE PROPERTY

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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22 FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

EXHIBIT B TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

DEPICTION OF THE COMMUNITY

[Attached behind this cover page]

Exhibit B

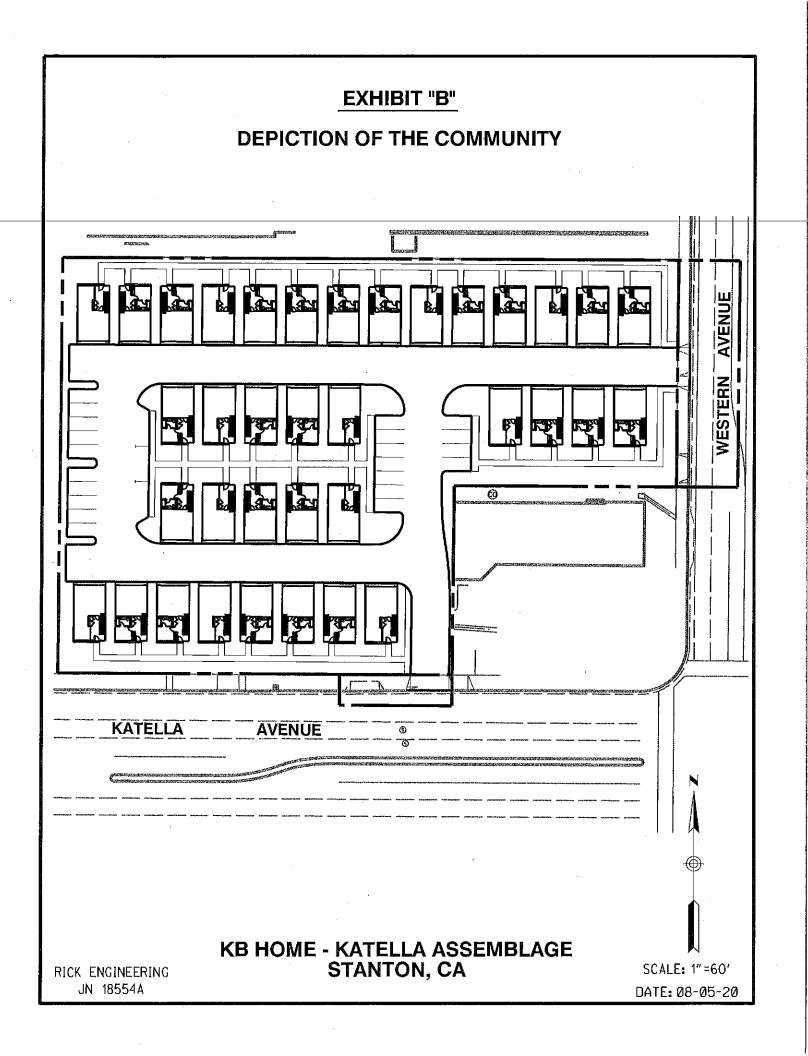


EXHIBIT C TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

COPY OF DEVELOPMENT AGREEMENT

[To be attached behind this cover page prior to expiration of Due Diligence Period.]

Exhibit C

EXHIBIT D TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

COPY OF OFFICIAL ACTION OF DEVELOPER APPROVING AGREEMENT

[Attached behind this cover page]

Exhibit D



CERTIFICATE OF SECRETARY **KB HOME COASTAL INC.**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of August 4, 2020, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 4th day of August, 2020.

By: Tony Richelieu Tony Rychelieu

Secretary

EXHIBIT "A" KB HOME COASTAL INC. RESOLUTIONS ADOPTED AS OF AUGUST 4, 2020

Authority to Enter Into First Amended and Restated Disposition and Development Agreement

WHEREAS, the Corporation is considering entering into that certain First Amended and Restated Disposition and Development Agreement (7455-Katella Avenue) ("Agreement"), with the STANTON—HOUSING AUTHORITY, a joint exercise of powers authority ("Agency"), to acquire that certain real property owned by the Agency and located in the City of Stanton, County of Orange, State of California, as more specifically described in the Agreement; and

WHEREAS, the Board of Directors has reviewed with management the Agreement and the documents executed or to be executed in connection with the Agreement ("Ancillary Documents"), and considers the transaction to be in the best interest of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized and approved to enter into the Agreement and the Ancillary Documents.

RESOLVED, FURTHER, that the following officers of the Corporation, acting alone, be, and they hereby are, authorized, empowered, and directed for and on behalf of and in the name of the Corporation to sign, enter into, make and deliver the Agreement and the Ancillary Documents, in such form and with such terms therein and changes or amendments thereto as such officers, or any of them, shall determine to be advisable, necessary or appropriate, such approval to be conclusively evidenced by the execution and delivery thereof by any such officer:

Stephen J. Ruffner	President
Robert V. McGibney	Executive Vice President (Regional President)

RESOL VED FURTHER, that the following officers of the Corporation, without any additional or further consent of any person, are authorized and empowered for and on behalf of and in the name of the Corporation to take all actions on behalf of the Corporation that may be considered necessary and appropriate to carry out the purpose and intent of these resolutions:

Stephen J. Ruffner	President
Robert V. McGibney	Executive Vice President (Regional President)
Michael J. Gartlan	Senior Vice President, Finance
John Abboud	Vice President, Land Acquisition
Tony Richelieu	Secretary
Cory F. Cohen	Assistant Secretary
Philip Darrow	Assistant Secretary
David B. Simons	Assistant Secretary
William Son	Assistant Secretary

RESOLVED, FURTHER, that the authority conferred by these resolutions shall be considered retroactive, and any and all acts authorized in these resolutions that were performed before the passage of these resolutions are approved and ratified. The authority conferred by these resolutions shall continue in full force and effect until the Agency shall have received notice in writing, certified by the Secretary of the Corporation, of the revocation of such authority by a resolution duly adopted by the Board of Directors of the Corporation.

RESOLVED, FURTHER, that the activities covered by the authorities conferred in these resolutions constitute duly authorized activities of the Corporation; these authorities are now in full force and effect; and there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence limiting the power of the Board of Directors of the Corporation to grant such authority, and the activities covered by the authorities conferred in these resolutions are in conformity with the provisions of all such documents.

EXHIBIT E TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

HA DEED

[Attached behind this cover page]

RECORDING REQUESTED BY	
AND WHEN RECORDED MAIL TO:	
Attn:	

GRANT DEED

(7455 Katella Avenue)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("Grantor"),

does hereby grant to

KB HOME COASTAL INC., a California corporation ("Grantee"),

that certain real property in the City of Stanton, County of Orange, State of California, specifically described in Exhibit "1" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference,

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof; and

2. All rights, title, and interests of Grantor in and under all covenants, conditions, restrictions, reservations, easements, and other matters of record.

SUBJECT TO the following covenants running with the land of the Property in favor of Grantor, as set forth in that certain FIRST AMENDED AND RESTATED DISPOSITION AND

DEVELOPMENT AGREEMENT (7455 Katella Avenue), dated as of [TO BE DETERMINED], by and between Grantor and Grantee (the "DDA") (all section references are to the DDA):

[COVENANTS SHALL CONFORM TO THOSE AGREED UPON IN THE DEVELOPMENT AGREEMENT]

Dated:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By:_____

Executive Director

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **HOUSING AUTHORITY OF THE CITY OF STANTON**, a public body, corporate and politic, to **KB HOME COASTAL INC.**, a California corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of Orange, California.

KB HOME COASTAL INC., a California corporation

By:

Stephen J. Ruffner, President

EXHIBIT F TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

SCOPE OF DEVELOPMENT FOR PROJECT

[THE SCOPE OF DEVELOPMENT SHOULD INCLUDE A SITE PLAN OR OTHER DEPICTION OF THE PROJECT AS A PORTION OF AND IN RELATION TO THE REMAINDER OF THE COMMUNITY]

[Attached behind this cover page]

Exhibit F

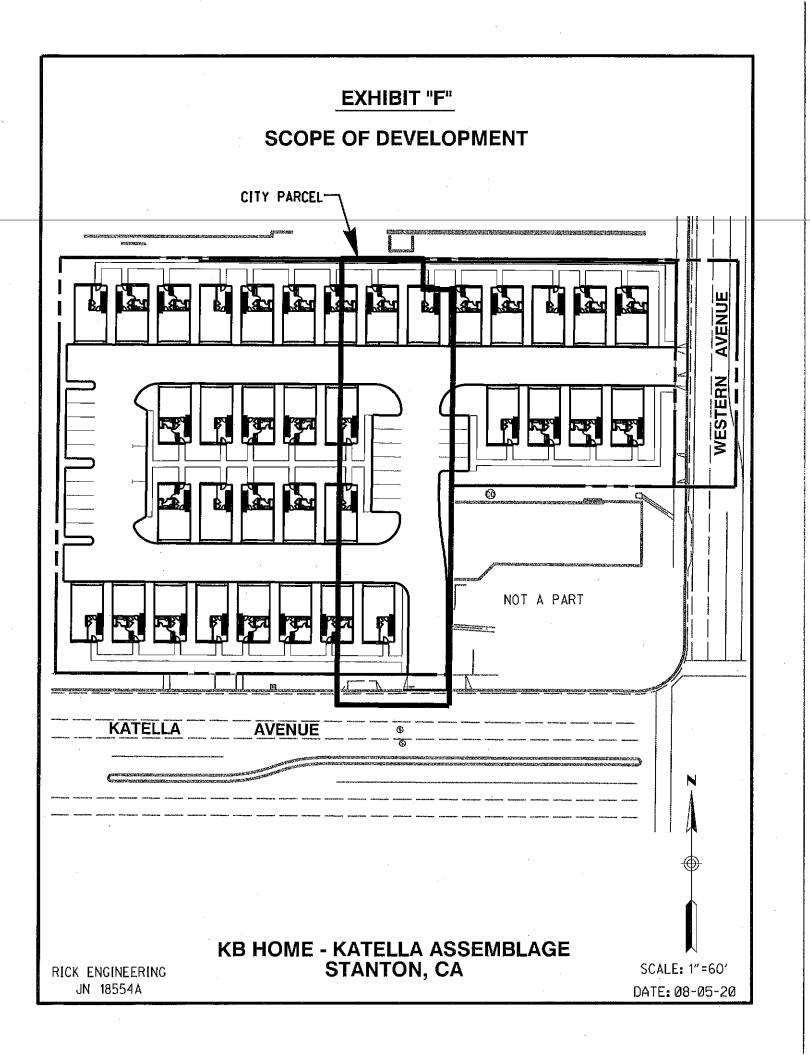


EXHIBIT G TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

COPY OF ASSIGNMENT

[Attached behind this cover page]

Exhibit G

BLANKET ASSIGNMENT AND BILL OF SALE

Reference is made to that certain property located in the City of Stanton, the County of Orange, State of California and described in more detail on <u>Exhibit A</u> attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("HA"), sells, transfers, assigns, conveys and delivers to KB HOME Coastal Inc., a California corporation ("Developer"), all of HA's right, title and interest in all assets, rights, materials, reimbursements, refunds and/or claims owned, used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; (vi) all rights benefiting the Property; (vi) all rights or receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; and (viii) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any Hazardous Materials in, at, on or under the Property.

HA shall, at any time and from time to time upon written request therefor, execute and deliver to Developer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts that Developer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Developer, its nominees, successors and/or assigns in, all the assets of HA intended to be transferred and assigned hereby.

Dated:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By:

Executive Director

EXHIBIT A

TO BLANKET ASSIGNMENT AND BILL OF SALE

LEGAL DESCRIPTION OF THE PROPERTY

.

Exhibit G

EXHIBIT H TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

NOTICE OF AGREEMENT

[Attached behind this cover page]

Exhibit H

	SPACE ABOVE FOR RECORDER'S USE ONLY
Attention: Executive Director	
Stanton, CA 90680	
7800 Katella Ave	
City of Stanton	
Housing Authority of the City of Stanton	
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	

SPACE ABOVE FOR RECORDER'S USE ONLY EXEMPT FROM RECORDING FEES – GOVT. CODE § 27383

HOUSING AUTHORITY OF THE CITY OF STANTON

Notice of Agreement

FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

(7455 Katella Avenue)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that as of , 20, KB HOME COASTAL INC., a California corporation ("Developer"), and the Housing Authority of the City of Stanton, a public body, corporate and politic ("HA"), entered into an agreement entitled "FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)" ("Agreement"). A copy of the Agreement is available for inspection and copying by interested persons as a public record of HA at the City of Stanton's offices located 7800 Katella Avenue, Stanton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit "1" attached to this Notice of Agreement ("Property"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and HA affecting the Property, including, without limitation (all section references are to the Agreement):

[COVENANTS TO BE AGREED UPON PRIOR TO EXPIRATION OF DUE DILIGENCE PERIOD AND CONSISTENT WITH DEVELOPMENT AGREEMENT]

HA:

DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

KB HOME COASTAL INC., a California corporation

ATTEST:

By: Executive Director

	Dy
Authority Secretary	

APPROVED AS TO FORM:

By:		 	
	10		

BEST BEST & KRIEGER LLP

By: _____

General Counsel

Exhibit H

EXHIBIT "1" TO NOTICE OF AGREEMENT

Property Legal Description

Exhibit H

EXHIBIT I TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

FORM OF HOLDBACK AGREEMENT

[Attached behind this cover page]

HOLDBACK AGREEMENT

THIS HOLDBACK AGREEMENT (this "Holdback Agreement") is entered into as of , 2021 by and among the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("HA"), KB HOME COASTAL INC., a California corporation ("Developer"), and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("Escrow Agent") with reference to the following recitals:.

RECITALS

A. HA and Developer are parties to that certain FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT dated ______, 2020 ("DDA"), concerning the sale of the real property therein described (the "Property") by HA to Developer. Escrow Agent is the "Escrow Agent" under the DDA.

B. This Holdback Agreement is being entered into concurrently with the Close of Escrow for Developer's acquisition of the Property pursuant to the DDA.

C. The DDA requires that at the time of the Close of Escrow, the Holdback Amount (*i.e.*, One Hundred Fifty Thousand Dollars (\$150,000) be retained by Escrow Agent and that Escrow Agent deposit the Holdback Amount into an Escrow holdback account ("Holdback Account") which shall fund Developer's Abandonment of the Oil Well.

D. HA and Developer desire to enter into this Holdback Agreement to provide instructions for the deposit, administration, investment and disbursement of the Holdback Amount to Escrow Agent for the purposes herein described, and Escrow Agent has agreed to hold, administer, invest and disburse the Holdback Amount, all on the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, which each of the parties acknowledges is sufficient, the parties hereto agree as follows:

1. <u>Definitions</u>. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the DDA, unless the context clearly requires otherwise.

2. <u>Escrow Agent</u>. HA and Developer hereby appoint and designate First American Title Insurance Company as "**Escrow Agent**" for the purposes set forth herein, and Escrow Agent accepts said appointment subject to the terms of this Holdback Agreement.

3. <u>Establishment of Escrow Holdback Account</u>. Escrow Agent shall establish and maintain the interest-bearing Holdback Account at a reputable financial institution selected by

Exhibit I

8-3-20

Developer and reasonably approved by HA on the terms and conditions specified in this Holdback Agreement.

4. <u>Deposit of Holdback Amount</u>. At the Close of Escrow, Escrow Agent shall retain from the proceeds due to HA and shall deposit the Holdback Amount into the Holdback Account.

5. <u>Investment</u>.

(a) <u>General Provisions</u>. The Holdback Amount shall be deposited in an interest bearing account without penalty for withdrawal in favor of Escrow Agent. All investment of the Holdback Amount shall be made by Escrow Agent, in accordance with written directions from Developer and subject to HA's approval, which approval shall not be unreasonably withheld. In any event, Escrow Agent shall not be liable for any loss from said investments.

(b) <u>Costs</u>. All costs incurred to make or redeem each investment of the Holdback Amount shall be split 50-50 by Developer and HA.

6. <u>Interest</u>. Interest, dividends and other amounts, if any, earned on the Holdback Amount shall accrue to the sole benefit of Developer. Any such interest shall be either held in the Holdback Account and invested by Escrow Agent pursuant to Developer's instructions or disbursed to Developer at Developer's request. In the absence of any such instructions or requests by Developer, interest on the Holdback Amount shall be paid over to Developer at the time of the disbursement of the remainder of the Holdback Amount to Developer.

7. <u>Oil Well Location Determination</u>. In the event Developer determines, and HA confirms, that the Oil Well does not exist on the Property, Developer and HA shall provide written confirmation to Escrow Agency within ten (10) days of making that determination and, notwithstanding any other provision of this Agreement, Escrow Agent shall release the Holdback Amount to the City within five (5) days of receiving the written confirmation and this Agreement shall be terminated.

8. <u>Disbursement to Developer of Holdback Amount.</u> In the event that Developer determines, and HA confirms, that the Oil Well exists on the Property, to the extent that, from time to time, Developer incurs costs in connection with the Abandonment of the Oil Well, Developer may submit to Escrow Agent and HA a written request to withdraw a corresponding amount of such costs from the Holdback Amount ("**Disbursement Request**"). Notwithstanding any other provision of this Holdback Agreement or the DDA, HA shall not be responsible for any costs associated with the Oil Well or its abandonment in excess of the Holdback Amount. Developer's Disbursement Request to HA shall be accompanied by invoices or other written documentation that reasonably evidences Developer's costs incurred in connection with the Abandonment. HA shall, within fourteen (14) days after receipt of such Disbursement Request, either deliver written notice to Escrow Agent and Developer disapproving such Disbursement Request ("HA's **Response**"). Failure of HA to timely deliver HA's Response shall be deemed to constitute HA's

approval of Developer's Disbursement Request. In the event of a HA's Response which approves a Disbursement Request, Escrow Agent shall immediately disburse the amount of the Disbursement Request to Developer. In the event of HA's failure to timely deliver a HA's Response which disapproves a Disbursement Request, Escrow Agent shall disburse the amount of Developer's Disbursement Request to Developer on the first business day after the date that HA's Response is due. HA may not disapprove of any Disbursement Request so long as the work and/or materials which are the subject of the Disbursement Request have, in fact, been performed or provided, as applicable, in a manner consistent with the Scope of Work for the Abandonment attached to the Agreement, as revised from time to time, at a reasonable rate. In the event that there is a dispute between Developer and HA with respect to a Disbursement Request and, notwithstanding the good-faith efforts of Developer and HA to agree, they fail to do so within ten (10) days after HA's delivery of HA's Response, then the issue of whether the portion of the Holdback Amount should be disbursed to Developer pursuant to Developer's Disbursement Request shall be determined based upon the decision of an independent third party with expertise in oil well abandonment agreed upon, in writing, by Developer and HA ("Third Party Arbitrator") pursuant to the following process. Within fifteen (15) days after the expiration of the ten (10) day period described above, Developer and HA shall submit to each other, in writing, such evidence to support its position as to whether the work on or materials supplied for the Abandonment for which Developer has delivered a Disbursement Request have been performed or provided at a reasonable rate and Developer is or is not entitled to the disbursement. If the parties are still not in agreement as to whether Developer is or is not entitled to the disbursement within seven (7) days thereafter, Developer and HA shall cooperatively provide the same evidence previously provided to each other to the Third Party Arbitrator, who will then render a decision as to whether Developer's Disbursement Request should be honored within fifteen (15) days thereafter. No evidence not previously provided to the other party may be submitted to the Third Party Arbitrator. The entire cost of such Third Party Arbitrator shall be paid by the party whose position is rejected by the Third Party Arbitrator.

9. <u>Excess Funds</u>. In the event that on the Termination Date (defined in Section 13 below), there exist excess funds in the Holdback Account, such excess funds shall be distributed to HA within ten (10) calendar days after delivery of written notice by HA to Developer and Escrow Agent requesting disbursement of such excess funds and without additional action or instruction from the HA or Developer.

10. Escrow Agent's Reliance on Disbursement Requests. Escrow Agent shall not be required to review any document submitted with any Disbursement Request or make any other inquiry with respect to any Disbursement Request, but instead may rely, without any investigation or inquiry, on the Developer's assertion that the Developer is entitled to the portion of the Holdback Amount requested in its Disbursement Request (subject to Escrow Agent's obligation to comply in the event of a timely written objection from HA). Nevertheless, upon receipt by Escrow Agent of each Disbursement Request, Escrow Agent shall immediately forward a copy of such notice (with attachments, if any) to the other party.

11. <u>Expenses</u>. Subject to Section 24 of this Holdback Agreement below, HA and Developer shall split equally all charges of Escrow Agent and such attorneys' fees, expenses and other costs as may be incurred by Escrow Agent in connection with the administration of this Holdback Agreement.

12. <u>Accounting</u>. Escrow Agent shall provide HA and Developer with quarterly statements detailing the status of the Holdback Account, including a record of all disbursements from the Holdback Account.

13. <u>Termination</u>. This Agreement shall be terminated and, thereafter, of no further force or effect on the date which is the first to occur of (i) the date of the completion of the Abandonment, as certified and approved by DOGGR, (ii) the date twelve (12) months after the issuance of a grading permit for the Property, (iii) the date two (2) years from the date of the Close of Escrow for Developer's acquisition of the Property or (iv) the date when the entire amount of the Holdback Amount held in the Holdback Account has been disbursed under this Holdback Agreement ("Termination Date"). Within ten (10) calendar days after the Termination Date, Escrow Agent shall provide HA and Developer with a final accounting and this Holdback Agreement shall terminate.

14. Indemnity. Developer shall indemnify and hold HA and the City of Stanton, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with this Agreement or arising from the activities contemplated under this Agreement, save and except claims for damages arising through the active negligence or willful misconduct of HA. Developer shall defend, at its expense, including reasonable attorneys' fees, HA, City, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City and HA may in its discretion participate, with counsel of its choosing, in the defense of any such legal action at Developer's expense and shall cooperate in good faith with Developer in the defense.

15. <u>Reservation of Rights</u>. With respect to Section 14, HA and City reserve the right to either (1) approve the attorney(s) which Developer selects, hires or otherwise engages to defend HA and City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse HA and City forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

16. <u>Survival</u>. The provisions of Sections 14 and 15, inclusive, shall survive the termination of this Agreement.

Exhibit I

8-3-20

18. Liability of Escrow Agent.

(a) Escrow Agent shall hold possession of and solely keep the Holdback Amount subject to the terms and conditions of this Holdback Agreement, and shall deliver and dispose of the same according to the terms and conditions hereof, and shall deal with the parties hereto in relation to the sums escrowed fairly and impartially according to the intent of the parties as herein expressed; provided, however, that Escrow Agent shall not be deemed to be a party to any document other than this Holdback Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution or validity of any written instructions, certificates or any other documents received by it, or as to the identity, authority or rights of any persons executing the same. Escrow Agent shall be entitled to rely at all times on instructions given by HA and/or Developer, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

(b) Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith, without negligence or willful misconduct and not in breach of this Holdback Agreement. HA and Developer agree to indemnify, protect, save and hold harmless Escrow Agent, its successors and assigns, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorneys' fees and court costs) of whatever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Holdback Agreement and any action taken hereunder; provided, however, that HA and Developer shall have no such obligation to indemnify, save and hold harmless Escrow Agent from any claim or liability incurred by, imposed upon or asserted against Escrow Agent for its own negligence or any breach of this Holdback Agreement.

19. <u>Escrow Agent's Resignation</u>. Escrow Agent may resign upon thirty (30) days written notice to HA and Developer, whereupon HA and Developer shall appoint a successor Escrow Agent reasonably acceptable to each party. Upon receipt of written acceptance by a successor escrow agent, Escrow Agent shall promptly transfer all funds and assets held to the successor Escrow Agent.

20. Notices. Any and all Notices submitted by any party to the other party pursuant to or as required by this Holdback Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (*i.e.*, United Parcel Service, Federal Express, *etc.*) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient party, as designated below in this section. Notices may be sent in the same manner to such other addresses as either party may from time to time designate by Notice in accordance with this section. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this section. A party may send a courtesy copy of a Notice by email as well as by one of the approved methods listed in the

preceding sentence, but only the approved method is valid for binding Notice. Any attorney representing a party may give any Notice on behalf of such party. The Notice addresses for the parties, as of the Effective Date, are as follows:

To Developer: KB Home Coastal Inc. 36310 Inland Valley Drive Wildomar, California 92595 Attn: Steve Ruffner and Lori Schmid Email: sruffner@kbhome.com; lschmid@kbhome.com With Copy To: KB Home 10990 Wilshire Blvd., 7th Floor Los Angeles, California 90024 Attn: Phil Darrow Email: pdarrow@kbhome.com and Green Steel & Albrecht, LLP 19800 MacArthur Blvd., Suite 1000 Irvine, CA 92612-2433 Attn: Joseph M. Manisco, Esq. Email: jmanisco@gsaattorneys.com To HA: Housing Authority of the City of Stanton City of Stanton

> 7800 Katella Ave Stanton, CA 90680

With Copy to:

Email: JHildenbrand@ci.stanton.ca.us Best Best & Krieger LLP 18101 Van Karman Avenue, Suite 1000

Attention: Executive Director

Irvine, CA 92614 Attention: Elizabeth W. Hull, Esq. Email: elizabeth.hull@bbklaw.com

Governing Law. This Holdback Agreement shall be governed by and interpreted 21. in accordance with the laws of the State of California.

22. <u>Headings and Sections</u>. The headings used herein are for convenience only and are not to be used in interpreting this Holdback Agreement. References to Sections are to Sections in this Holdback Agreement, unless expressly stated otherwise.

23. <u>Amendments</u>. This Holdback Agreement is irrevocable and may only be amended by a written amendment executed by all the parties hereto.

24. <u>No Third Parties Benefited</u>. The execution and delivery of this Holdback Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Holdback Agreement, to any person or entity other than the parties hereto, and no other persons or entities shall have any right to any of the Holdback Amount or other monies in the Streets Escrow Holdback Account.

25. <u>Severability</u>. If any term or provision of this Holdback Agreement, or its application to any party or set of circumstances, shall be held, to any extent, invalid or unenforceable, the remainder of this Holdback Agreement, or the application of the term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and each shall be valid and enforceable to the fullest extent permitted by law.

26. <u>Counterparts</u>. This Holdback Agreement may be signed in multiple counterparts which shall, when signed by all parties, constitute a binding agreement.

27. <u>Further Assurances</u>. After the execution and delivery hereof, HA and Developer shall from time to time at the reasonable request of the other and at the cost and expense of the requesting party, execute and deliver such other instruments and take such other actions as the requesting party may reasonably request in order to fully consummate the transactions contemplated by this Holdback Agreement.

28. <u>Attorneys' Fees and/or Costs</u>. In any action or proceeding between the parties to enforce or interpret any of the terms of provisions of this Holdback Agreement, the prevailing party in the action or proceeding shall be entitled to, in addition to damages, injunctive relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees, both at trial and on appeal.

29. <u>Assignment</u>. This Holdback Agreement may not be assigned by HA, Developer or Escrow Agent without the written consent of the other parties hereto, which consent shall not be unreasonably withheld. Should an assignment be permitted hereunder, this Holdback Agreement shall be binding upon and shall inure to the benefit of HA and Developer and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Developer and HA have executed this Holdback Agreement as of the day and year first above written.

HA:

DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF KB HOME COASTAL INC., STANTON, a public body, corporate and politic a California corporation

By:

Executive Director

ATTEST:

By: Authority Secretary

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By:_

Stephen J. Ruffner, President,

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation

By:	
Name:	
Its:	

By:

General Counsel

EXHIBIT J TO FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)

SCOPE OF WORK

[ATTACHED BEHIND THIS COVER PAGE]EXHIBIT J

Exhibit J

SCOPE OF WORK

Pre Construction

- 1. Prepare DOGGR Construction Site Well Review Documents
- 2. Complete transfer of well operator. Provide \$25,000 performance bond to DOGGR (released upon issuance of DOGGR approval letter). Sign up for Wellstar, DOGGR's electronic submission site.
- 3. Prepare Notice of Intent and Abandonment Permit through Wellstar. City of Stanton to provide necessary CEQA documentation.

Re-abandonment Procedure

- 1. Dig out 13" casing stub and located 13", 65# csg, confirm cement to surface 13" csg x 16" OH annulus. Pump top job annulus cmt plug(s) as necessary.
- 2. MIRU and install Class II 2M BOPE with hydraulic controls, during abandonment operations with 15' 2" kill line rated to 3000 psi. Blowout prevention equipment will be as defined by DOOGR publication No. M07. It will be maintained in operating condition and meet the following minimum guidelines:
 - a. Class II 2M with hydraulic controls during abandonment operations
 - b. A 2M lubricator for wireline operations
 - c. BOPE prevention drills are conducted at least weekly and recorded on the tour sheet.
 - d. Hole fluid of a quality and in sufficient quantity to control subsurface conditions.

Clean out Operations

- 3. Confirm ID of 13", 65# casing. Run in hole with bit for 13", 65# csg on work string as necessary and clean out surface cement plug in 13" casing. The records indicate that a surface plug was installed.
- 4. Continue in well, tag cement plug at 183'. Clean out cement plug across 13" csg seat to 225'.
- 5. Mud up hole, circulate and condition mud as necessary, prepare to begin clean-out operations F/225' T/3221'.
- 6. Pull out of hole with bit and work string. Prep to change out to 11" bit.

Exhibit J

- 7. Run in hole with 11" bit on work string to +/- 200', begin to clean out 11" open hole from 200' to 3221', circulate and condition mud.
- 8. Pull out hole with work string and 11" bit. Run in hole with work string open ended, tag TD at 3221'. Circulate and condition mud.
- 9. Notify DOGGR to witness TD tag. Continue to circulate and condition mud and prepare to begin abandonment cementing operations.

Cementing Operation

Place a 2071' cement plug F/3221' (open hole TD) – T/1150 in stages with 1367 ft³ of cement. Pull out of the hole to 750', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations <u>do not</u> include excess).

Isolate USDW Cementing Operations at 1070'

11. Run in hole with open ended work string to +/-1150'. Place 130' cement plug F/ +/-1150' – T/1020' with 94 ft³ of cement. Pull out of the hole to 600'. WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations for cement plug include 10% excess).

Place cement plug across 13" surface casing shoe at 200'

- 12. Run in hole with open ended work string to +/-1020'. Place a 770' cement plug F/+/-1020' - T/250' in stages with 508 ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations <u>do not</u> include excess).
- 13. Run in hole with open ended work string to +/-250'. Place a 100' cement plug F/+/- 250'
 T/150' with 82ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations include 10% excess).

Surface Plug Cementing Operations

- 14. Spot 150' surface cement plug from 150' to surface in 13", 65#/ft casing with 126 ft³ of cement. Verify that 13" casing x 16" OH annulus is cemented to surface.
- 15. Cut casing off 5' below surface and weld on steel plate.

16. Rig down and move out workover rig.

17. OFRS will demo cellar, perform leak test, install vent cone, install PVC piping to surface.

Exhibit J

8-3-20

Post Construction

1. Conduct final well abandonment inspections with DOGGR.

2. Prepare and submit final abandonment documentation to DOGGR for approval.

3. Coordinate with DOGGR on issuance of Final Release/Approval Letter.

4. Receive Final Release/Approval Letter from DOGGR

7401, 7421 and 7455 Katella Avenue and 10941 and 10921 Western Avenue



ATTACHMENT C

RECORD OWNER

APN 079-371-09: THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY.
APN 079-371-12:-BRILL C. PAET AND MARIA C. PAET, AS CO-TRUSTEES APN 079-371-13: OF THE AMEUR TRUST, U/A DATED FEBRUARY 4, 2019.
APN 079-371-15: BUSCH, CARR AND MCADOO, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; GARDEN LANE, A LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT WALLACE TRUST DATED SEPTEMBER 6, 2013, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AS TO AN UNDIVIDED ONE-NINTH INTEREST; C. VICTOR CARICHNER AN UNMARRIED MAN AND EMERY C. JORDAN, A SINGLE MAN, AS TO AN UNDIVIDED TWO- NINTHS INTEREST; LLOYD S. WHALEY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED ONE-NINTH INTEREST AND JAMES L. WAGONER AND RUTH ANN WAGONER, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-NINTH INTEREST.
APN 079-371-26: MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT APN 079-371-27: WALLACE TRUST DATED SEPTEMBER 6, 2013.
LEGAL DESCRIPTION

SEE SHEET 2 (T2) FOR LEGAL DESCRIPTIONS.

EASEMENT NOTES

SEE SHEET 3 (C1) FOR EASEMENT INFORMATION.

BASIS OF BEARING

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

DATUM STATEMENT

DATUM STATEMENT: COORDINATES SHOWN ARE BASED OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

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

BENCHMARK

BENCH MARK: ORANGE COUNTY VERTICAL CONTROL BM = 1B - 74 - 69ELEVATION 59.20 (NAVD88) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM A GROUND SURVEY ON AUGUST 14, 2019.

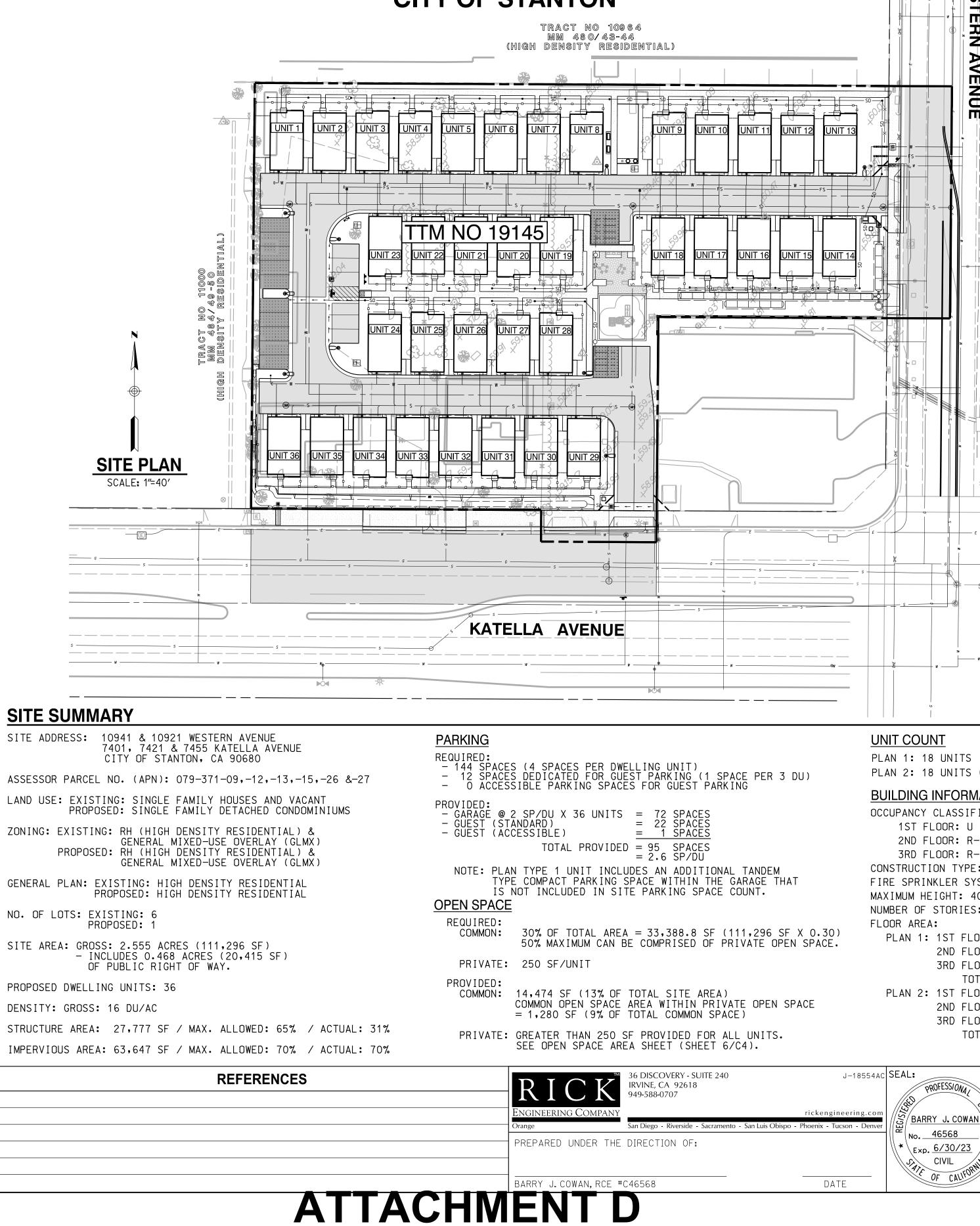
UTILITIES

WATER	GOLDEN STATE WATER	COMPANY(909)	394-2275
SEWER	CITY OF STANTON	(714)	890-4205
STORM DRAIN	CITY OF STANTON	(714)	890-4205
• •	SO. CAL. GAS COMPANY.	······································	
	SOUTHERN CALIFORNIA		
CABLE	AT&T CALIFORNIA	(714)	618-9125

FLOOD ZONE DESIGNATION

ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06059C0117J DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

				DENSITY: GROSS: 16 DU/
				STRUCTURE AREA: 27,77
				IMPERVIOUS AREA: 63,64
		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
4	6/8/21	4TH SUBMITTAL		



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SITE SUMMARY

				74C CI		
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PROPOSED	DW	/EL	LII	١G	UN	I
DENSITY:	GF	ROS	s:	16	D	U,
STRUCTUR	ΕA	RE	Α:	2	7,	7
IMPERVIO	US	AR	EA	: 6	3,	6

PRECISE PLAN OF DEVELOPMENT **TENTATIVE TRACT MAP NO. 19145**

KB HOME - KATELLA ASSEMBLAGE APN 079-371-09, -12, -13, -15 -26, -27 **CITY OF STANTON**

ABBR	EVIAT	IONS

ASPHALT CONCRETE	AC
ВОТТОМ	BOT
CENTERLINE	CL
CURB FACE	
EXISTING	EX/EXIST
EXISTING GROUND	
FIRE HYDRANT	
FINISHED FLOOR	
FINISH GRADE	
FINISH SURFACE	
FLOW LINE	
GARAGE FLOOR FRONT	
GOLDEN STATE WATER COMPANY	
HIGH POINT	
INVERT ELEVATION	
ORANGE COUNTY FIRE AUTHORITY	
PORTLAND CEMENT CONCRETE	
PAD ELEVATION	
PROPOSED	
RIGHT OF WAY	
TOP OF GRATE	
TOP OF PIPE	

Ā	BOCK AVENUE	
	-LOWDEN STREET	
	SYRACUSE AVENUE	
STREET	SITE	EVARD
	A AVENUE	AVENUE DULEVAR
Y VIEW	CITY OF STANTON	
_ ↓ _ <u>+</u>	ORANGEWOOD AVENUE	NE STER BEACH
VALL	CHAPMAN AVENUE	≥ œ
	_	
	22	
	VICINITY MAP	-
	Ns 1 + 3 +	
LEGEN	D (CONT'D)	
	ATER VALVE⊗ IRE HYDRANT	
	IRE HYDRANI▶○◀ CKFLOW PREVENTER	
	EWER MANHOLE	
PROPOSED S	EWER CLEANOUT	
	RANSFORMER	
	IGHT POLE	D
PROPOSED U	NDERGROUND	
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	ER VER	
EXISTING SE		

W. CERRITOS AVENUE

LEGEND

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Т			
Ţ	PROJECT BOUNDARY		
	RIGHT-OF-WAY		
	PROPOSED EASEMENT		
T	CENTER LINE		
l	PROPOSED WATER	— W ———	
	PROPOSED WATER SERVICE LATERAL.		
	PROPOSED SEWER		
	PROPOSED SEWER SERVICE LATERAL.		
	PROPOSED STORM DRAIN	— SD ——	
	PROPOSED CONTOUR		
	PROPOSED 42"HORIZONTAL FENCE		
	PROPOSED 42" PRIVATE YARD FENCE.		
	PROPOSED CURB		
	PROPOSED CONCRETE		
	PROPOSED PRE-CAST	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
	POROUS CONCRETE		
	PROPOSED ASPHALT CONCRETE		
	PROPOSED CONCRETE PAVERS		

PROPOSED BACKFLOW PREVENTER.	
PROPOSED SEWER MANHOLE	(SMH)
PROPOSED SEWER CLEANOUT	@
PROPOSED TRANSFORMER	
PROPOSED AREA DRAIN	
PROPOSED LIGHT POLE	
PROPOSED UNDERGROUND DETENTION CHAMBERS	
PROPOSED CURB INLET	
EXISTING WATER	
EXISTING SEWER	— S ———
EXISTING STORM DRAIN	
EXISTING GAS	G ———
EXISTING ELECTRIC	<i>— E —</i>
EXISTING OVERHEAD ELECTRIC	OHE
EXISTING FENCE LINE	XXX
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	

SHEET INDEX

	SHEEL	INDEX	
	<u>SHEET</u>	DESCRIPTION	
		TITLE SHEET	
		LEGAL DESCRIPTIONS	
		SITE PLAN	
	6 C4	OPEN SPACE AREA	
		GRADING	
		SECTIONS	
		TYPICAL UNIT ENLARGEMEN	TS
		DETAILS AND PLANT MATER	
BLE UNITS)		PLAN 1 - FRONT ELEVATIO	
JLL UNITS/		PLAN 1 - FLOOR PLANS 'A	, 1
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		= PLAN +	
	18 A6	PLAN 1 - 'B' ELEVATIONS	
		PLAN 1 - 'C' ELEVATIONS	
		PLAN 1 - ENHANCED ELEVA	
		9PLAN 1 – ENHANCED ELEVA 9	
EQUIRED)			
		PLAN 2 - FLOOR PLANS 'B	
		PLAN 2 - FLOOR PLANS 'C	/
		PLAN 2 - 'A' ELEVATIONS	
	27A15	PLAN 2 - 'B' ELEVATIONS PLAN 2 - 'C' ELEVATIONS	
			TIONS
		STREET SCENE - KATELLA	
EET		STREET SCENE - WESTERN	
		LIGHTING PLAN - TITLE SH	
		LIGHTING PLAN - SITE LA	
		LIGHTING PLAN - AREA LIG LIGHTING PLAN - BOLLARD	
EET		LIGHTING PLAN - CABANA SI	
		LIGHTING PLAN - TREE RIN	
		TENTATIVE TRAC	Γ ΜΔΡ 19145
-			
KB HOME COAST	ΓΛΙ	PRECISE PLAN OF	
9915 MIRA MES		TITLE SH	IEET
SUITE 100 SAN DIEGO,CA	92131		
CONTACT: KURT	BAUSBACK	KATELLA AVENUE, STA	NTON, CA 90680
TEL. (858) 877-4	1262	CITY OF STANTON	T1
®		COUNTY OF ORANGE	SHEET OF7

NOT FOR CONSTRUCTION

PLAN 2: 18 UNITS (INCLUDES 3 ACCESSIBLE UNITS)

BUILDING INFORMATION

OCCUPANCY CLASSIFICATION: 1ST FLOOR: U & R-3 2ND FLOOR: R-3 3RD FLOOR: R-3 CONSTRUCTION TYPE: TYPE VB FIRE SPRINKLER SYSTEM: NFPA 13-D (REQUIRED) MAXIMUM HEIGHT: 40 FEET NUMBER OF STORIES: 3 STORIES PLAN 1: 1ST FLOOR = 1812ND FLOOR = 8193RD FLOOR = 771TOTAL = 1,771 SQUARE FEET PLAN 2: 1ST FLOOR = 3462ND FLOOR = 8153RD FLOOR = 771

TOTAL = 1,931 SQUARE FEET

HOME

DEVELOPER: PROFESSIONA [/]BARRY J.COWAN kb 46568

	LEGAL DESCRIPTION - TITLE REPORT NO. 5887333 THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS		
	ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:		
	BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36′33″W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, SOO°09′58″E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37′28″W, DISTANT 73.22 FEET ALONG SAID SOUTH LINE; THENCE, NOO°10′48″W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36′33″E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.		
	EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.		
	ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY. APN: 079-371-09		
	LEGAL DESCRIPTION - TITLE REPORT NO. 5887340		
	PARCEL A: (APN: 079-371-12)		
	THE NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY. PARCEL B: (APN: 079-371-13)		
	THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY. EXCEPTING THEREFROM THE SOUTH 265.00 FEET.		
	LEGAL DESCRIPTION - TITLE REPORT NO. 5897832		
	PARCEL 1:		
	THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 51, PAGE 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED AS FOLLOWS:		
	BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35′ 50″ WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, 20 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF, THENCE WESTERLY TO THE POINT OF BEGINNING.		
	APN: 079-371-15 PARCEL 2;		
	AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE GRANT DEED RECORDED MAY 17, 1951 IN BOOK 2189, PAGE 286 OF OFFICIAL RECORDS OVER THE NORTH 15 FEET OF THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.		
	EXCEPTING THEREFROM THE SOUTH 256.00 FEET.		
	REVISIONS		
NO.	DATE DESCRIPTION	APP.	
1 2	2/11/211ST SUBMITTAL4/9/212ND SUBMITTAL		
3	5/13/21 3RD SUBMITTAL		
4	6/8/21 4TH SUBMITTAL		

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PARCEL 1: (APN: 079-371-26) THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST T ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12′ 55″ EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36′ 45″ WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13′ 25″ WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35′ 50″ EAST 110.53 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 258.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0°12′05″EAST 329.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°36′45″WEST 73.23 ALONG SAID SOUTH WEST QUARTER, THENCE SOUTH 89 36 45 WEST 13.23 ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55" WEST 329.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF BEGINNING

EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35′ 50″ WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING. TO THE POINT OF BEGINNING.

		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
4	6/8/21	4TH SUBMITTAL		

LEGAL DESCRIPTION - TITLE REPORT NO. 5887331

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

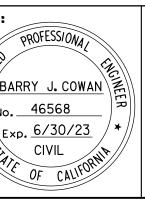
PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

REFERENCES	RICK	36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707	J-18554AC	
	ENGINEERING COMPANY Orange	, San Diego - Riverside - Sacramento - San Luis Obispo -	rickengineering.com	L// Š/ B
	PREPARED UNDER THE			ि (▲ Nc
				SIA
	BARRY J.COWAN, RCE 4	#C46568	DATE	



DEVELOPER:

kb

HOME

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT LEGAL DESCRIPTION

KATELLA AVENUE, STANTON, CA 90680

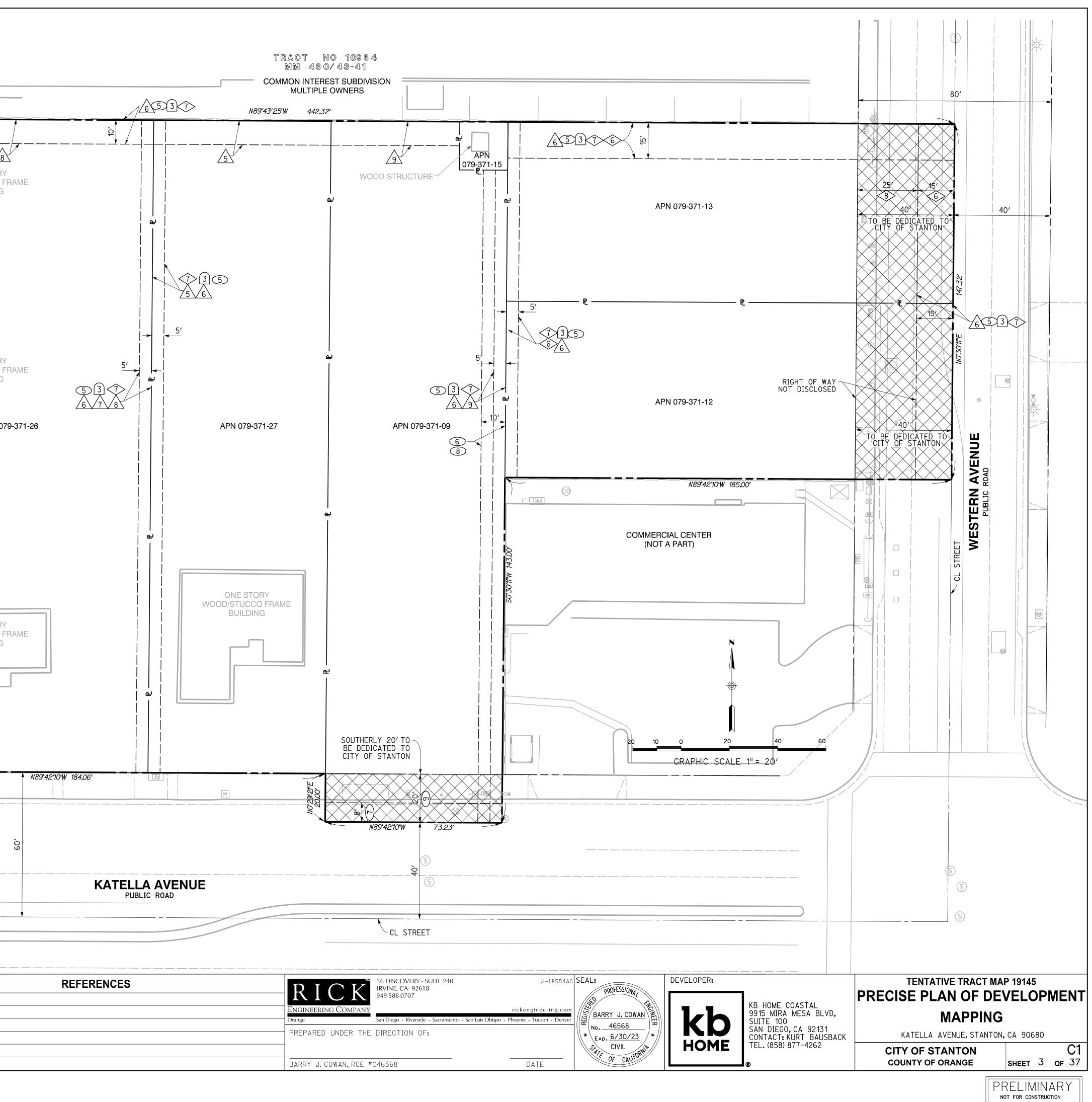
CITY OF STANTON

COUNTY OF ORANGE

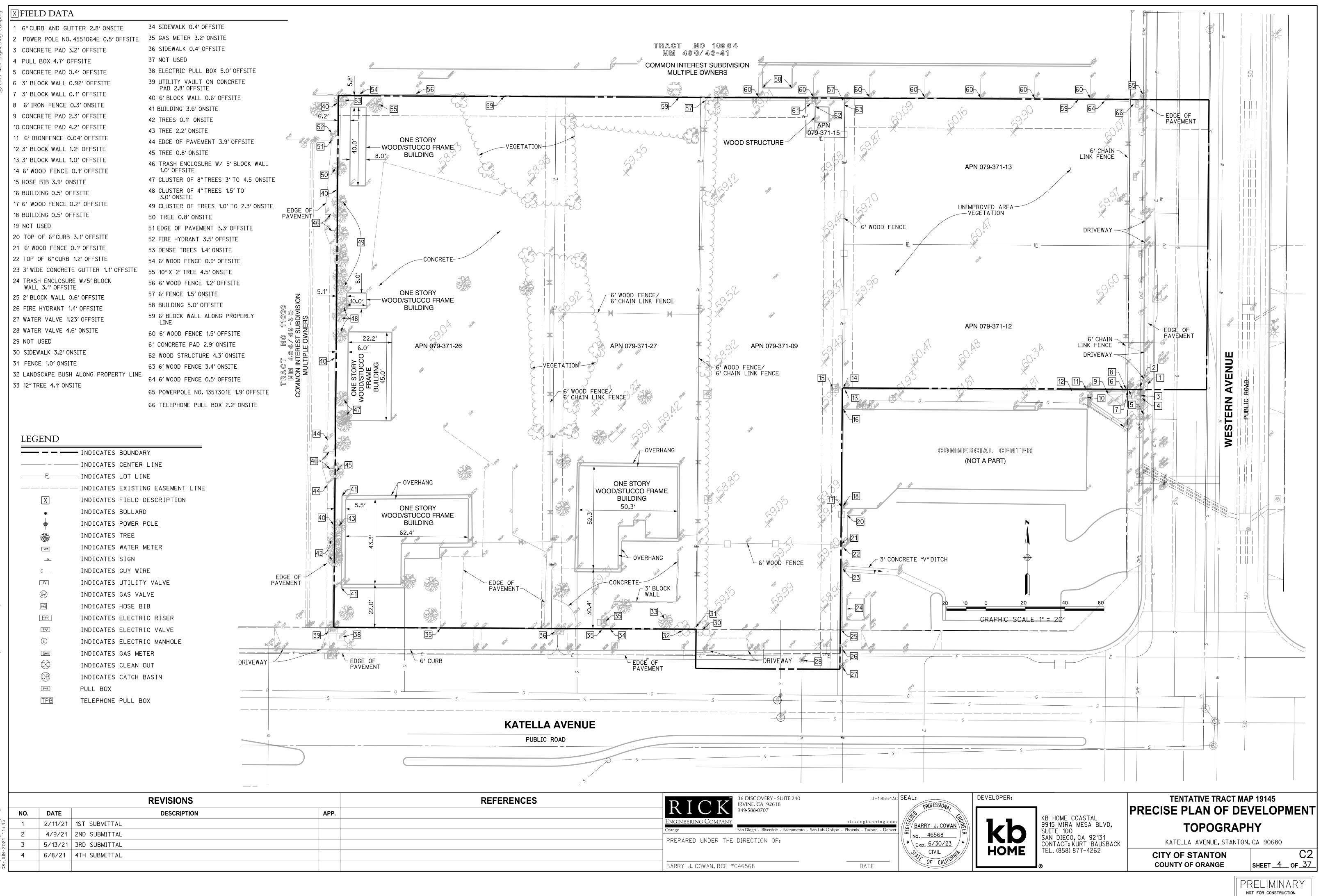
ТΩ SHEET 2 OF 37

PRELIMINARY NOT FOR CONSTRUCTION

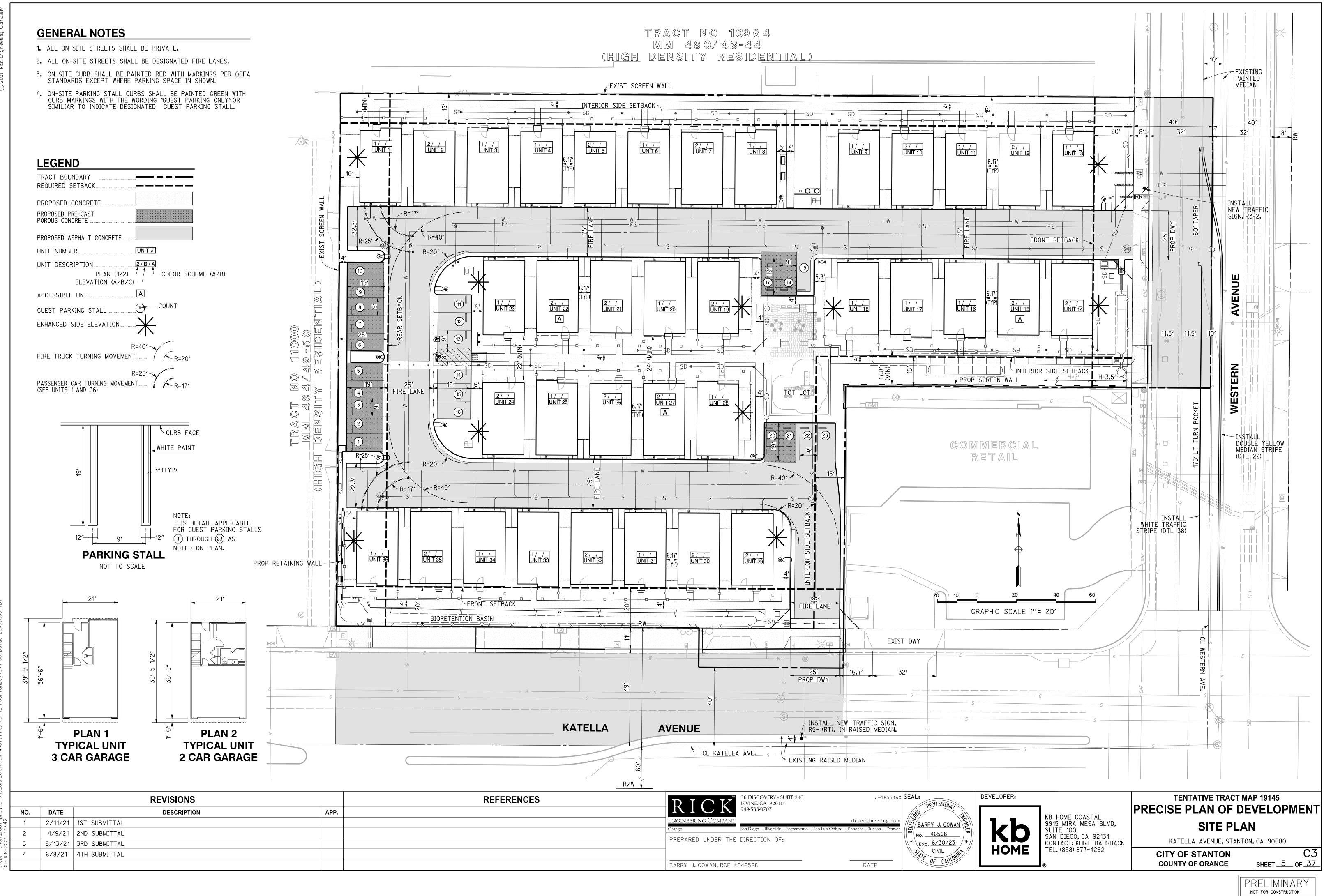
X TITLE RE FOLLOWIN	PORT ORDER NO.OSA		Y 29,2021. THE			
ITEM NO		DESCRIPTION EASEMENT FOR PUBLIC UTILITIES AFFECTING PARCEL 2	REMARKS PLOTTED			
6	RECORDS APRIL 22, 1952	TERMS AND PROVISIONS CONTAINED IN DOCUMENT ENTITLED "AGREEMENT"	PLOTTED			_
<u>_7</u>	BOOK 2619, PAGE	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED			
	BOOK 2619, PAGE 587 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED			ONE WOOD/STU
<u>_9</u>		EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED			
10	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL RECORDS	EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	EASEMENT NOT DISCLOSED IN DOC.			
11	OCTOBER 31, 1968 AS BOOK 8773, PAGE 900 OF OFFICIAL	EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	NOT PLOTTABLE FROM RECORD			
12	RECORDS OCTOBER 31, 1968 AS BOOK 8773, PAGE 902 OF OFFICIAL RECORDS	EASEMENT FOR OVERHEAD ELECTRICAL SUPPLY SYSTEMS, POLES, GUYS, ANCHORS, CROSSARMS AND INCIDENTAL PURPOSES AFFECTING PARCEL 2	LOCATED WITHIN PUBLIC RIGHT OF WAY-KATELLA AVENUE	 -		ONE
TITLE R	NCE IS MADE TO FIR EPORT ORDER NO.OS ING ARE EXCEPTIONS	ST AMERICAN TITLE COM 6A-5887333, DATED JANUA 5 THERETO:	PANY PRELIMINARY RY 29,2021. THE	Nの 11000 4/49-50 ST SUBDIVISION OWNERS		WOOD/STU BU
ITEM N		DESCRIPTION	REMARKS	N③ 1 1/4◎ 1 ST SUB OWNER	Г	
5	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS AND PROVISISONS IN DOCUMENT 'DECLARATION RESPECTING WATER AND PIPE LINES AND		TRACT NC MM 484/ COMMON INTEREST MULTIPLE OW		
6	DECEMBER 7, 1954 AS BOOK 2891, PAGE 93 OF OFFICIAL RECORDS	EASEMENTS" EASEMENT FOR PUBLIC UTILITIES, INGRESS, ANI EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA	PLOTTED) -		9'57''E 27016'	ONE STORY WOOD/STUCC FRAME BUILDING
	JUNE 16, 1961 AS BOOK 5757, PAGE 460 OF OFFICIAL RECORDS	STREET, ROAD AND	PLOTTED		N0.29.	
8	AS INST NO. 83-156289 OF OFFICIAL	LAW CITY EASEMENT FOR PUBLIC UTILITIES, INGRESS, ANI EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF				
9	RECORDS NOVEMBER 29, 2006 AS INST NO 2006000799312 OF OFFICIAL RECORDS	SOUTHERN CALIFORNIA EDISON COMPANY EASEMENT FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON	PLOTTED			ONE WOOD/STI BU
L TITLE R	EPORT ORDER NO.OS	DESCRIPTION TERMS AND PROVISIONS CONTAINED IN DOCUMEN 'DECLARATION RESPECTING WATER AND PIPE LINES AND	RY 29,2021. THE REMARKS PLOTTED T			
4	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL RECORDS	EASEMENTS" EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF LLOY S. WHALEY AND LAVERE WHALEY	EASEMENT NOT DISCLOSED IN DOC.			
	RENCE IS MADE_TO F	IRST AMERICAN TITLE C	OMPANY PRELIMINARY			
	DWING ARE EXCEPTIC NO. RECORD DAT MAY 17. 1951 A		REMARKS			
<7	286 OF OFFICIA RECORDS APRIL 22, 1952 AS BOOK 2319,	AL UTILITIES AND INCENDENTAL PURPOS AFFECTS PARCEL B TERMS, PROVISIONS A	ND PLOTTED			
	PAGE 481 OF OFFICIAL RECORDS APRIL 20, 1971	IN DOCUMENT "AGREEMENT" EASEMENT FOR STREE				
	AS BOOK 9612, PAGE 102 OF OFFICIAL RECORDS	HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF STANTON	5			
		REVISIONS	6			
1 2/ 2 4/	ATE 11/21 1ST_SUBMITT '9/21 2ND_SUBMITT 13/21 3RD_SUBMITT	ΓAL	ON		APP.	
	8/21 4TH SUBMITT					

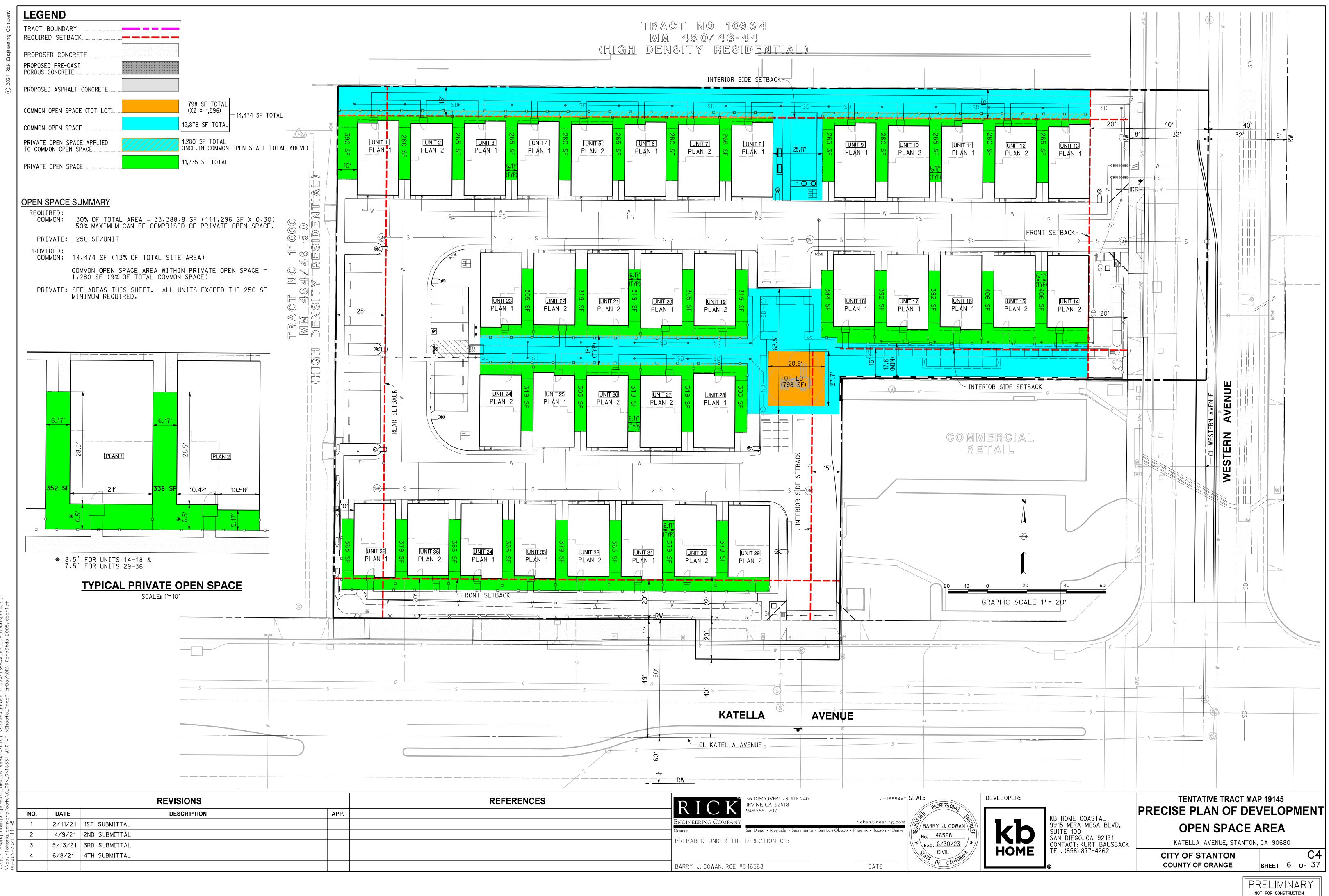


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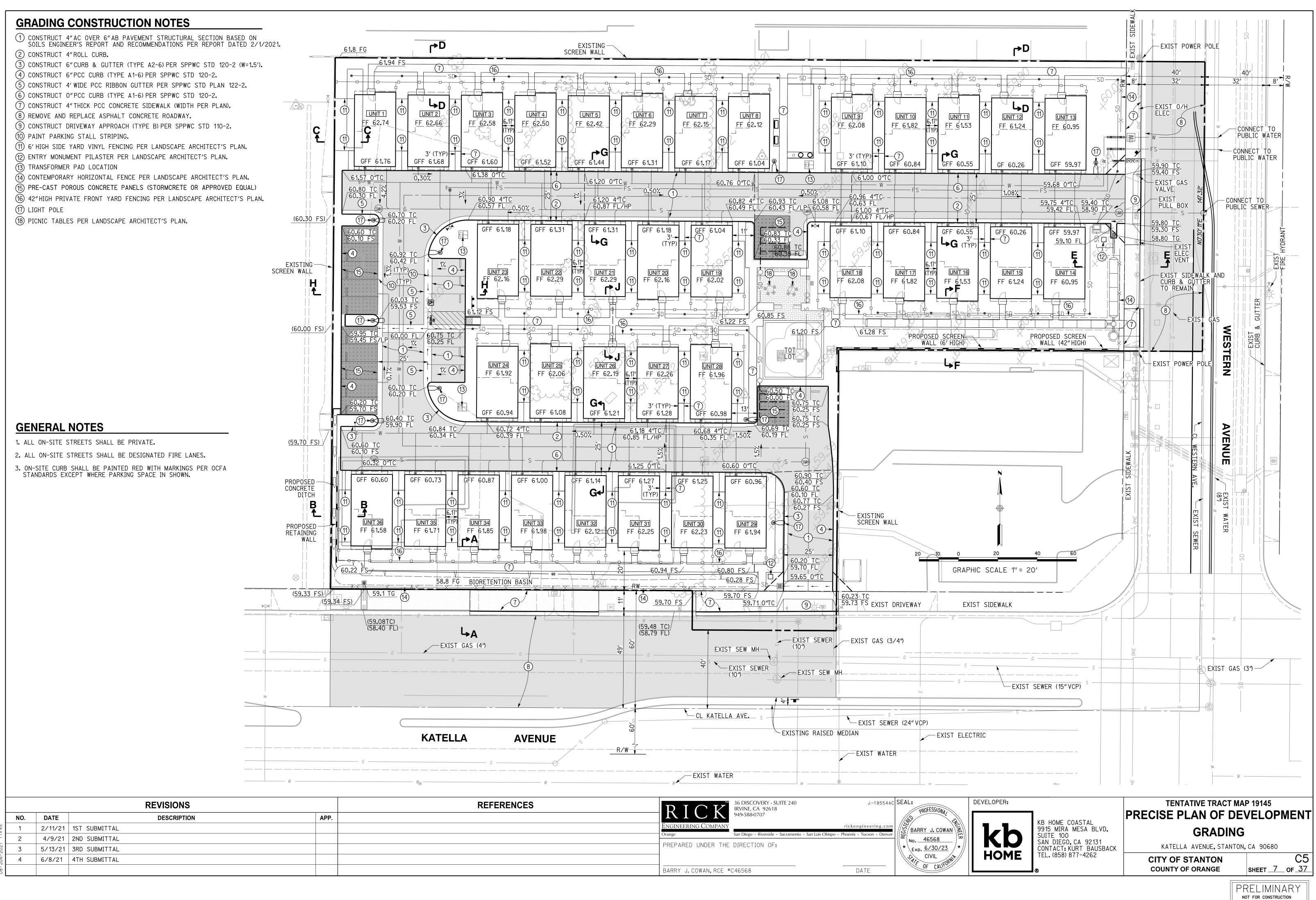




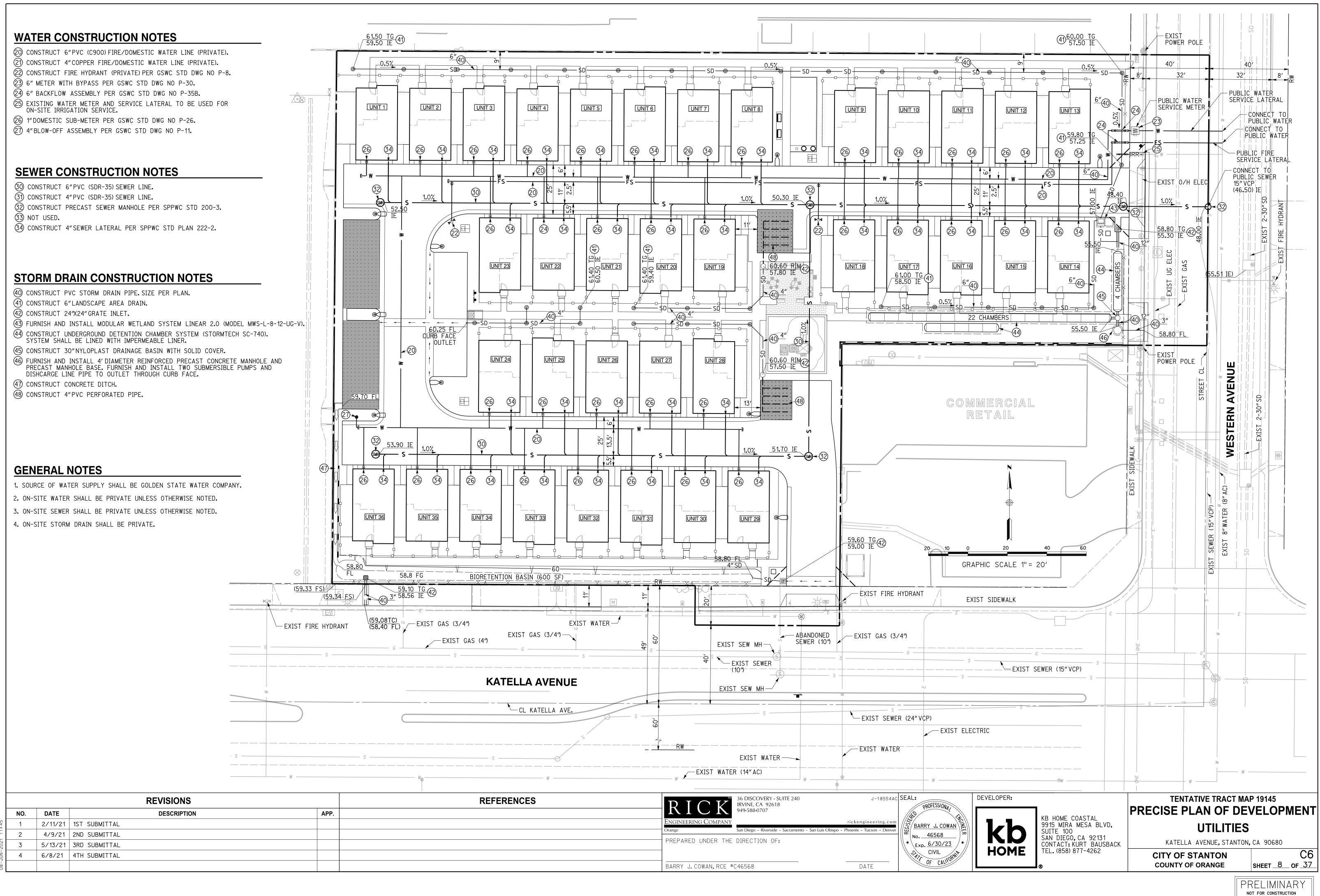




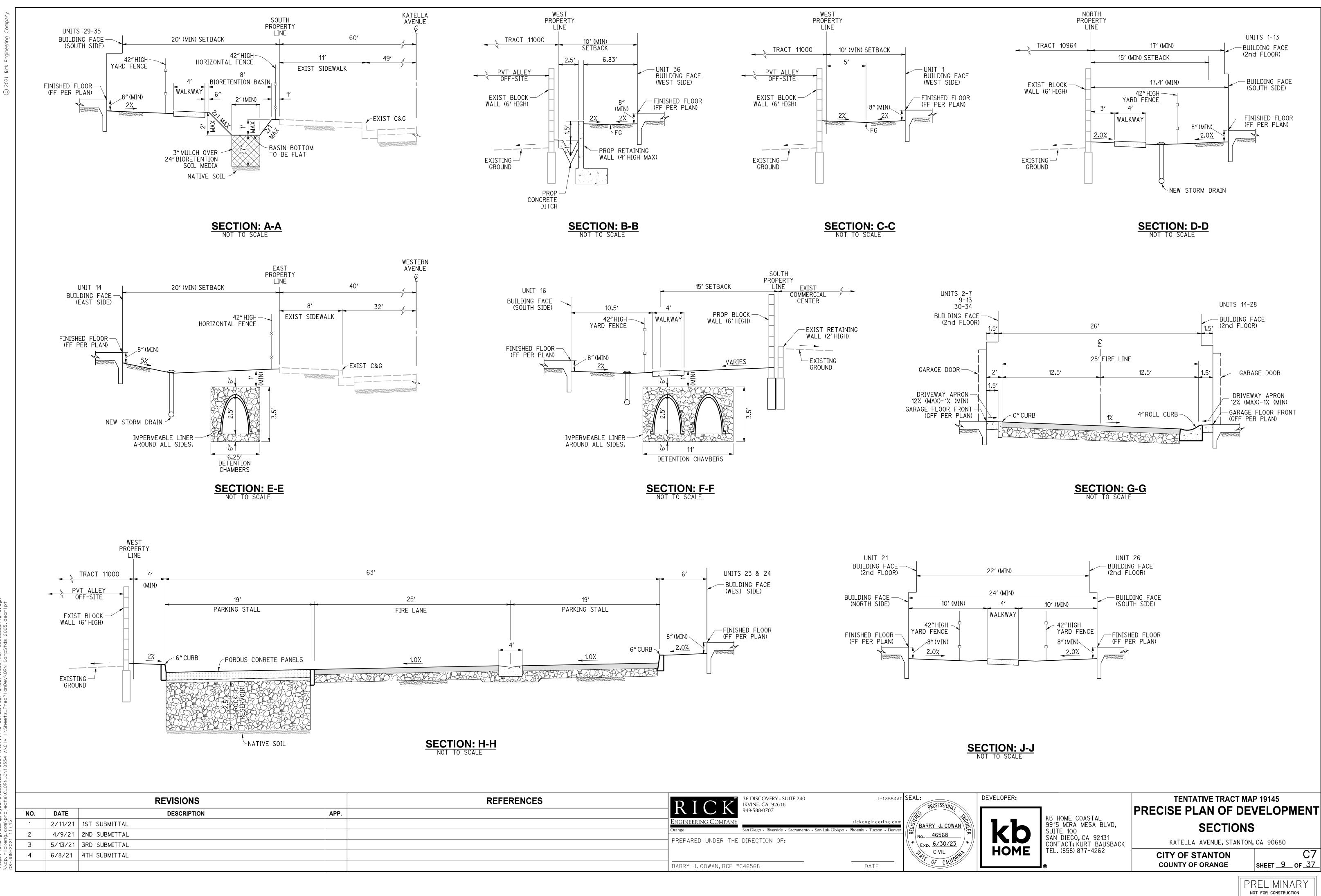
C 2021 Rick Engineering Company



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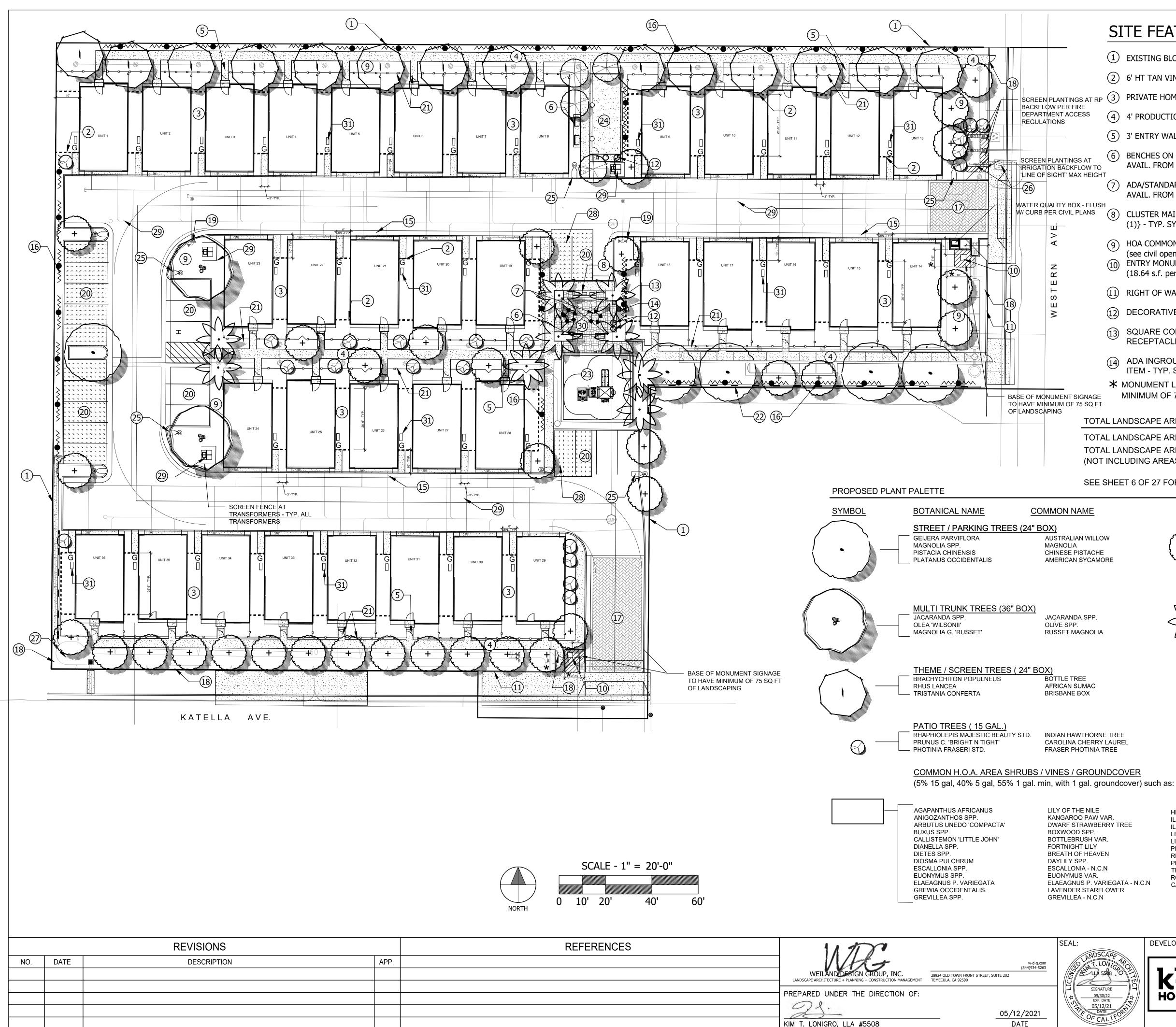


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REFERENCES	36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707	J-18554AC SEAL:
	Engineering Company	rickengineering.com - San Luis Obispo - Phoenix - Tucson - Denver
	Orange San Diego - Riverside - Sacramento	- San Luis Obispo - Phoenix - Tucson - Denver
	PREPARED UNDER THE DIRECTION OF:	
		STATE
	BARRY J.COWAN, RCE #C46568	DATE



		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	

SITE FEATURES KEY

- (1) EXISTING BLOCK WALL TO REMAIN TYP. SYM
- (2) 6' HT TAN VINYL FENCE WITH GATE TYP. SYM
- SCREEN PLANTINGS AT RP (3) PRIVATE HOMEOWNER SIDE YARD TYP.
 - (4) 4' PRODUCTION CONCRETE WALKWAY TYP.
 - (5) 3' ENTRY WALKWAY TYP.
 - 6 BENCHES ON CONCRETE PAD TYP. SYM AVAIL. FROM VICTOR STANLEY
 - (7) ADA/STANDARD PICNIC TABLE TYP. SYM. AVAIL. FROM VICTOR STANLEY
 - 8 CLUSTER MAILBOX UNITS {CBU-16 (2), CBU-8 (1)} - TYP. SYM
 - (9) HOA COMMON AREA LANDSCAPING TYP.
 - (see civil open space exhibit) 10 ENTRY MONUMENT PILASTÉR - TYP. (18.64 s.f. per side - 2.33'w x 8' ht.)
 - (11) RIGHT OF WAY LINE TYP.
 - (12) DECORATIVE TRASH RECEPTACLE TYP.
 - (13) SQUARE CONCRETE HOT ASH RECEPTACLE - TYP. SYM.
 - (14) ADA INGROUND MOUNT PEDESTAL BBQ ITEM - TYP. SYM.
 - ★ MONUMENT LANDSCAPING PROVIDED IS A MINIMUM OF 75 SQ. FT. (SEE DIMENSIONS)

TOTAL LANDSCAPE AREA - 30% (SECTION 20.315.040A1)

TOTAL LANDSCAPE AREA REQUIRED: 27, 300 S.F. TOTAL LANDSCAPE AREA PROVIDED: 22,170 S.F. (NOT INCLUDING AREAS LESS THAN 3 FT. WIDE)

SEE SHEET 6 OF 27 FOR COMPLETE OPEN SPACE CALC'S

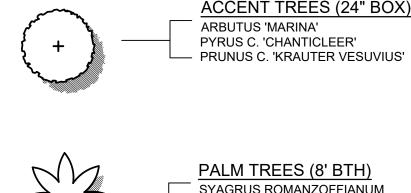
(15) STREET GUTTER - TYP.

- (16) VINES TO SCREEN EXISTING MASONRY WALLS -TYP.
- (17) STAMPED, COLORED ASPHALT, HERRINGBONE PATTERN WITH SOLDIER COURSE PATTERN BANDING, COLOR TO BE TAN / BROWN - TYP.
- (18) 42" WOODEN HORIZONTAL FENCE & GATES -TYP.
- (19) PROPOSED FIRE HYDRANT. (2)
- 20 PARKING STALLS PER CIVIL SITE PLAN (23) (including (1) Ada stall; 14 w/ Porous Concrete.)
- (21) 42" HT. VINYL PATIO PICKET FENCE & GATE
- (2) PROPOSED SCREEN WALL PER CIVIL SITE PLAN
- 23 TOT-LOT WITH SHADE ROOF & 9 FUNCTIONS, ADA STEP & POROUS RUBBER SURFACING
- (24) SYNTHETIC TURF DOG PARK AREA
- WITH 42" HT. FENCE & GATE 25 STREETLIGHT - TYP.
- (26) IRRIGATION METER WITH RP BACKFLOW DEVICE INCLUDING SHRUB SCREENING-TYP.
- (27) WATER QUALITY BASIN PER CIVIL PLANS
- (Tree trunks are to be min. 1' outside of basin bottom) (28) UNDERGROUND FILTRATION TANKS-TYP.
- (29) UTILITIES PER CIVIL PLANS-TYP.
- (SOME WITH WOOD FENCE SCREENING) (3) INTERLOCKING POROUS CONCRETE PAVERS OR D.G. PAVING - TYP.
- (31) A/C UNITS -14"x36" SLIM-LIGHT MODEL-TYP.

ARBUTUS HYBRID

FLOWERING PLUM

ORNAMENTAL PEAR



ACCENT TREES (24" BOX)

ARBUTUS 'MARINA'

VINE (5 GAL)

MACFADYENA UNGUIS-CATI

GELSEMIUM SEMPERVIRENS

PYRUS C. 'CHANTICLEER'

PALM TREES (8' BTH) SYAGRUS ROMANZOFFIANUM PHOENIX DACTYLIFERA

QUEEN PALM DATE PALM

CAT'S CLAW

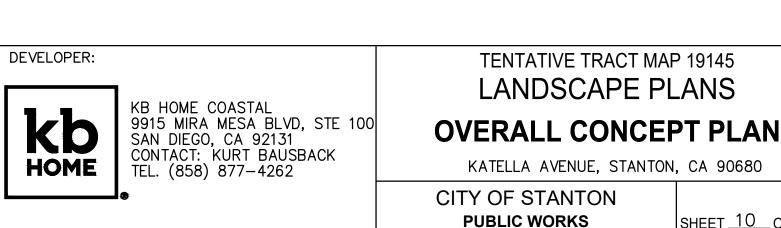
CAROLINA JESSAMINE

VERTICAL ACCENT TREES (15 GAL - 24" BOX) JUNIPERUS SPP. JUNIPER SPP. CUPRESSUS SPP. CYPRESS SPP. PODOCARPUS SPP. (COLUMNAR) LONG LEAFED YELLOWWOOD

KIM T. LONIGRO, LLA #5508

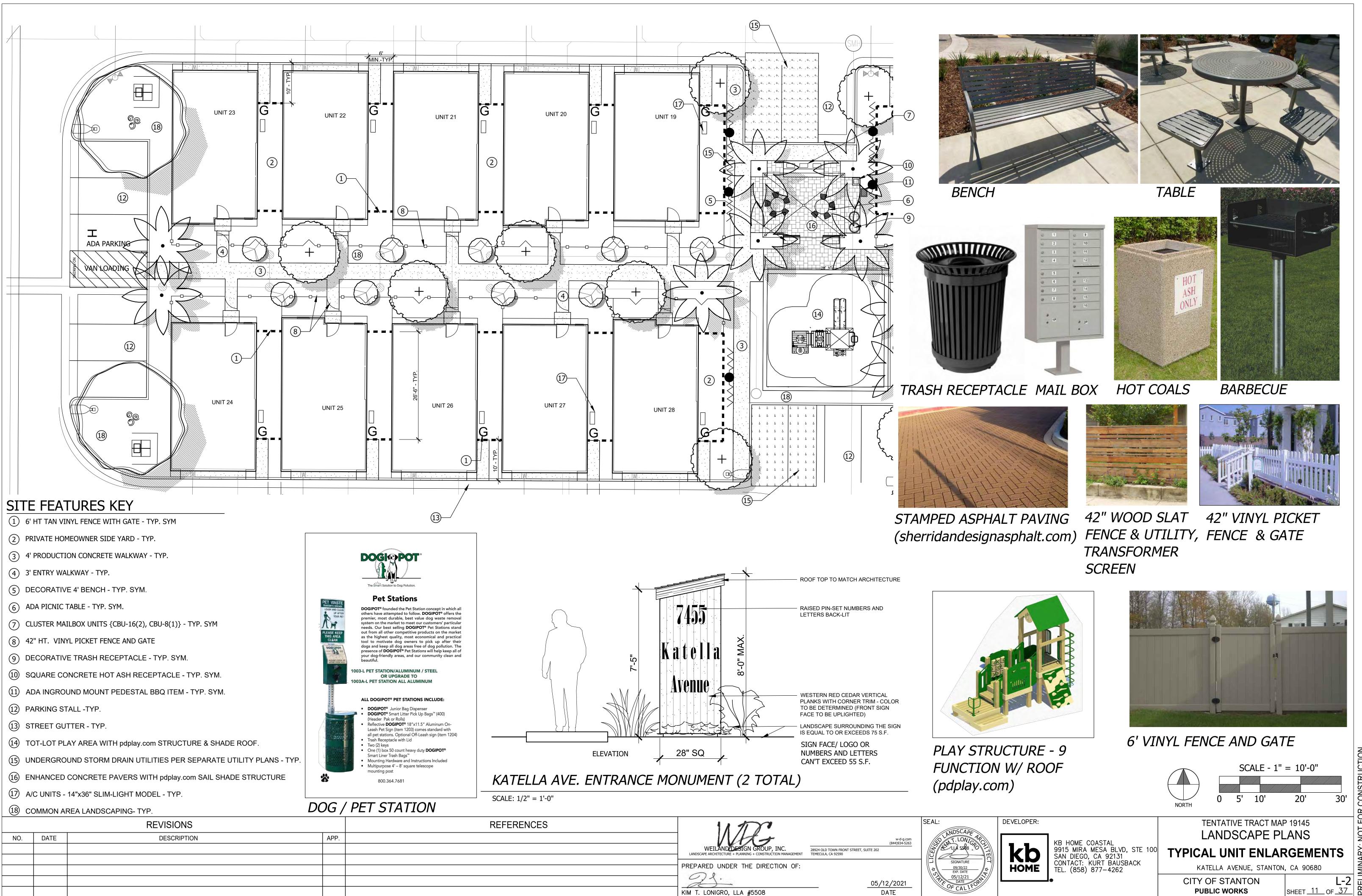
HEMEROCALLIS SPP. ILEX C. 'HELLERI' ILEX C. 'SKY PENCIL' LEUCOPHYLLUM SPP LIGUSTRUM J. 'TEXANUM' PITTOSPORUM SPP. RHAPHIOLEPIS SPP. PHORMIUM SPP. TRACHELOSPERMUM JASMINOIDES ROSMARINUS SPP. CAREX TUMULICOLA

DAY LILY VAR. JAPANESE HOLLY-DWARF JAPANESE HOLLY-COLUMNAR BAROMETER BUSH JAPANESE PRIVET PITTOSPORUM SPP. RAPHIOLEPIS - N.C.N NEW ZEALAND FLAX SPP. STAR JASMINE ROSEMARY SPP. FOOTHILL SEDGE

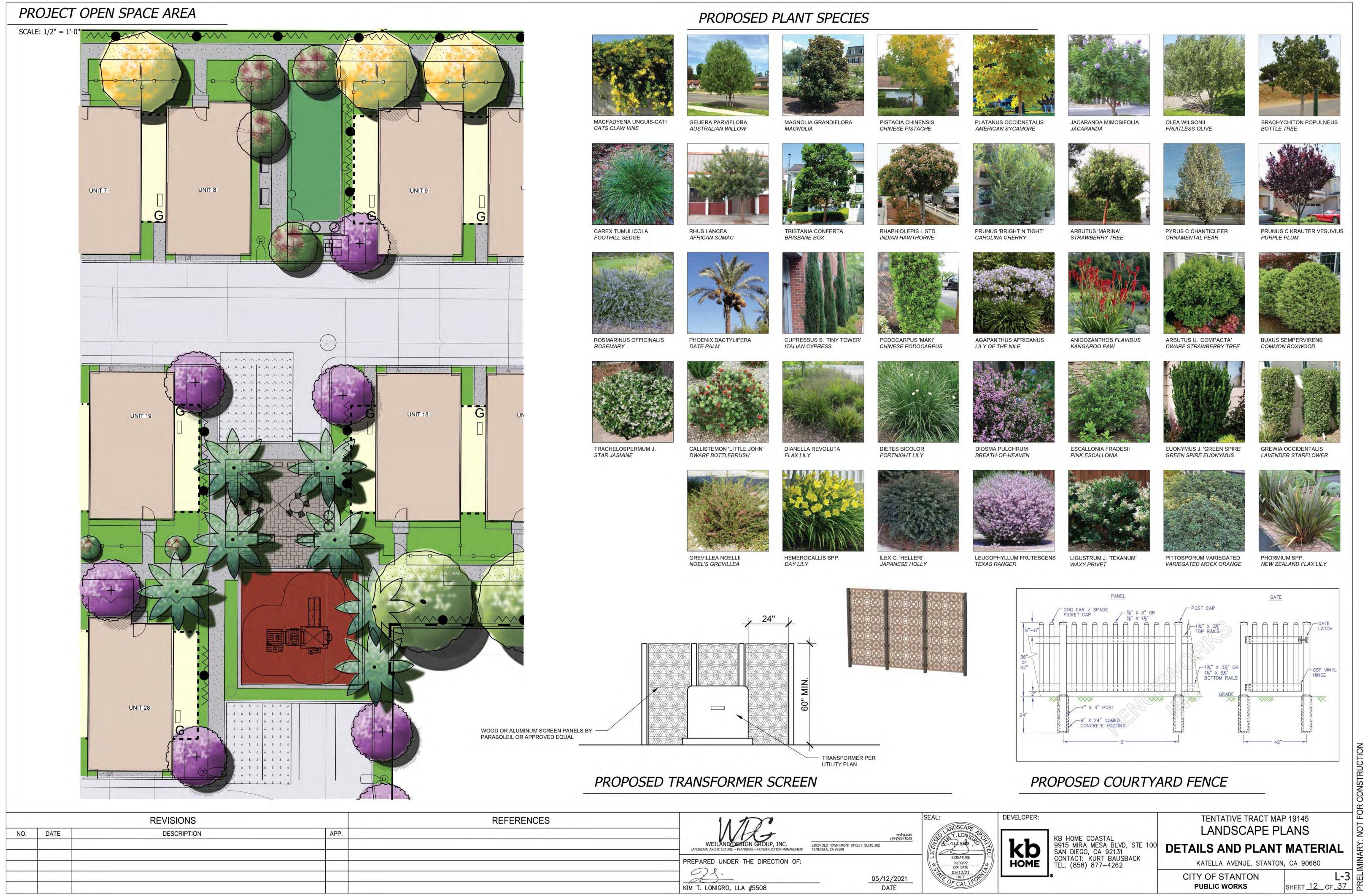


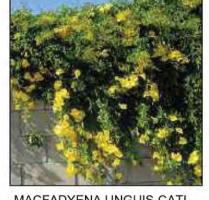
SHEET 10 OF 37 02/11/21, 04/07/21, 05/11/21

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02/11/21, 04/07/21, 05/11/21







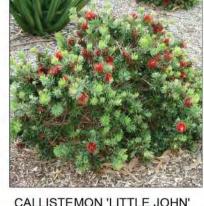
































































02/11/21, 04/07/21, 05/11/21

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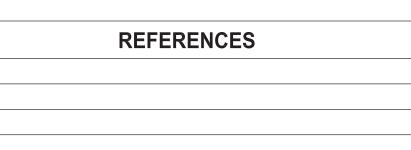
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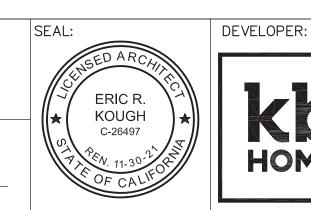


Elevation 'A'

		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

Elevation 'B'





PREPARED UNDER THE DIRECTION OF: Inf fant ERIC R. KOUCH, AIA #C-26497

DATE

ELEVATION LEGEND

- 1. Composition Shingle Roof
- 2. Wood Fascia Board
- 3. Stucco (16/20 Sand Finish)
- 4. Stucco Channel
- 5. Fiber Cement Horizontal Siding
- 6. Vinyl Window System
- Composite Entry Door
 Courtyard Fence & Gate

Elevation 'C'

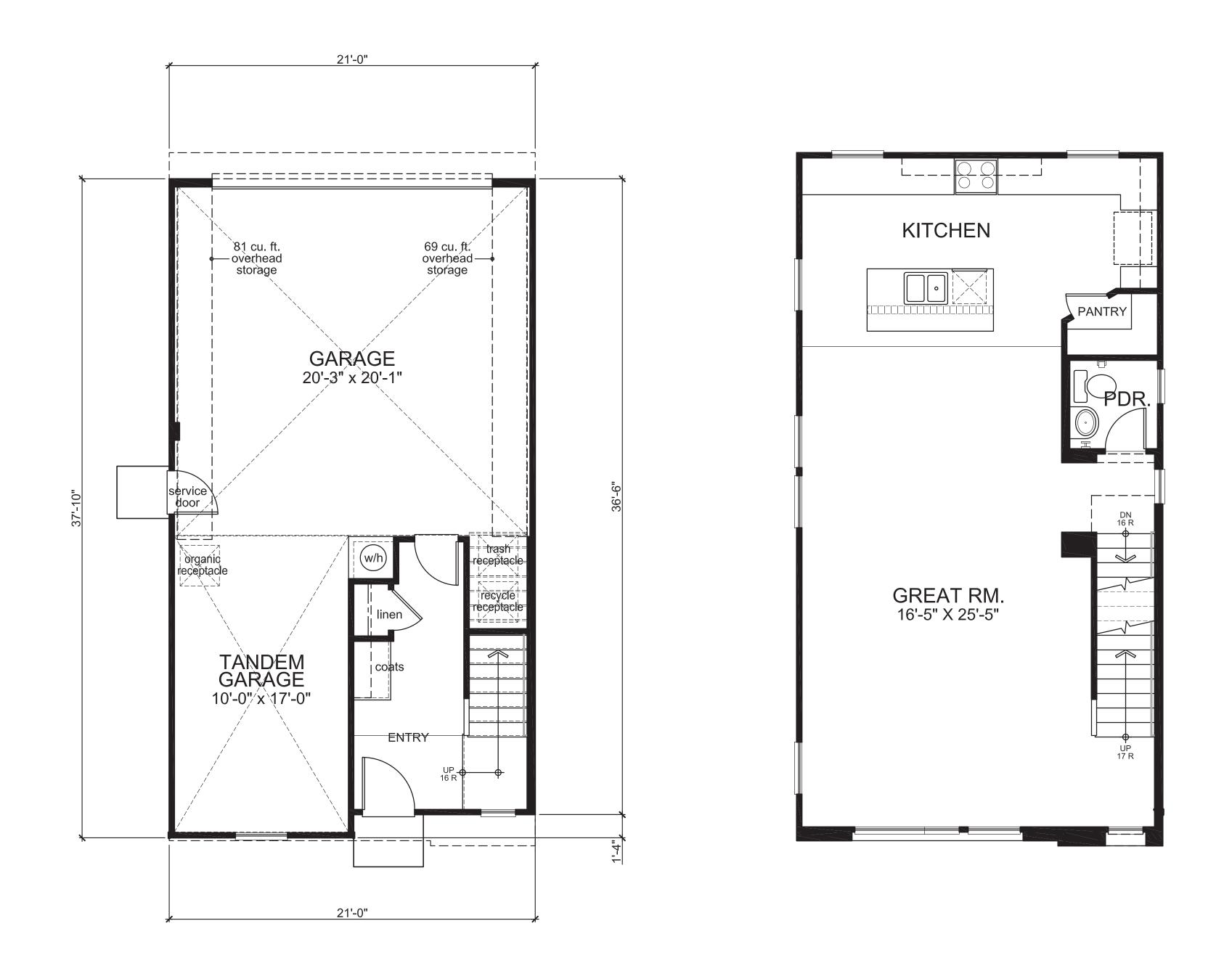
KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262 kb HOME

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT **PLAN 1 - FRONT ELEVATIONS**

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

A1 SHEET <u>13</u> OF <u>37</u>



First Floor Plan 'A'

*NOT	E: Pre	cise location of fences, trash bins and	d service doors to	o be determined or
		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
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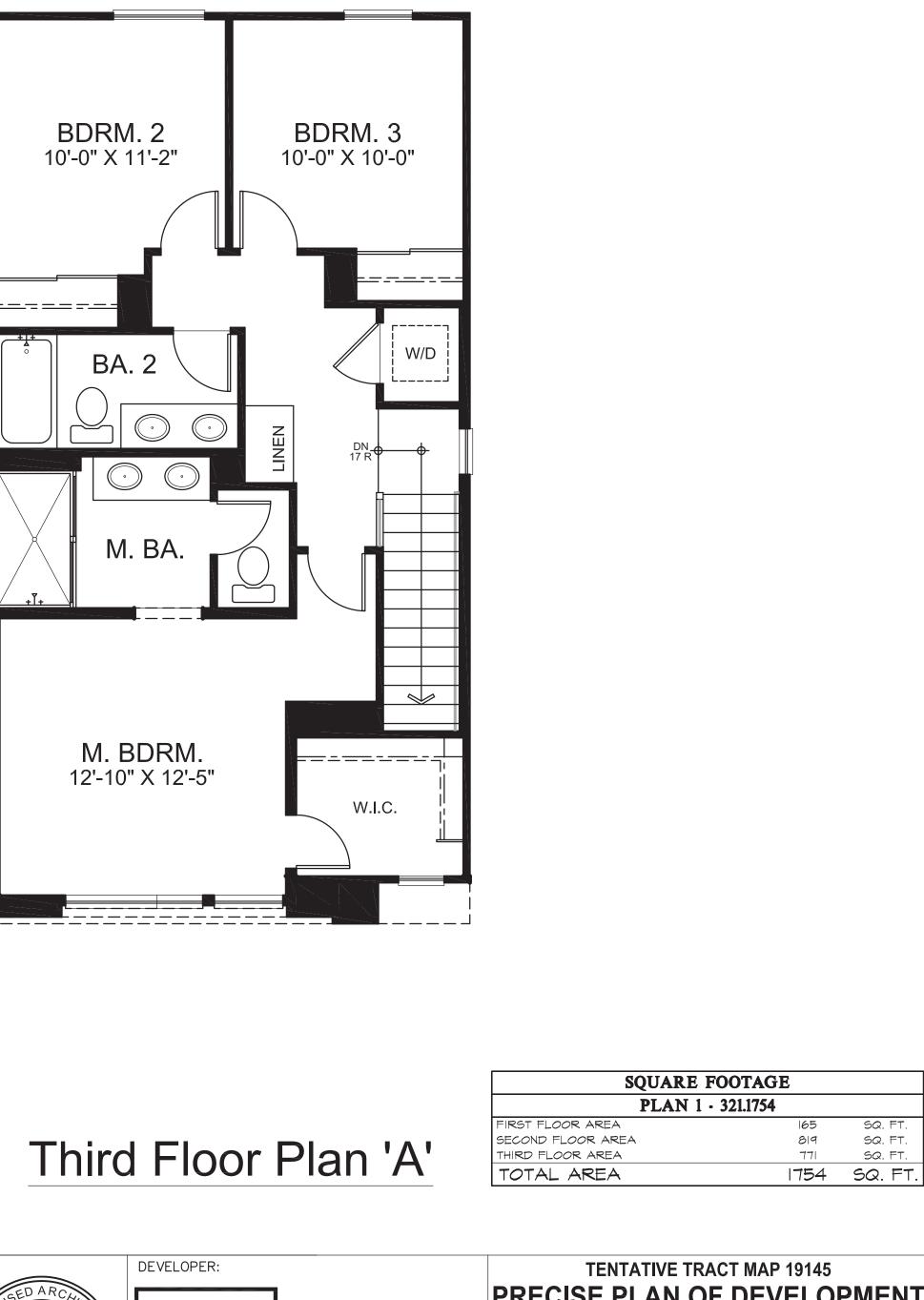
Second Floor Plan 'A'

on Civil & Architectural drawings.

REFERENCES



PREPARED UNDER THE DIRECTION OF:

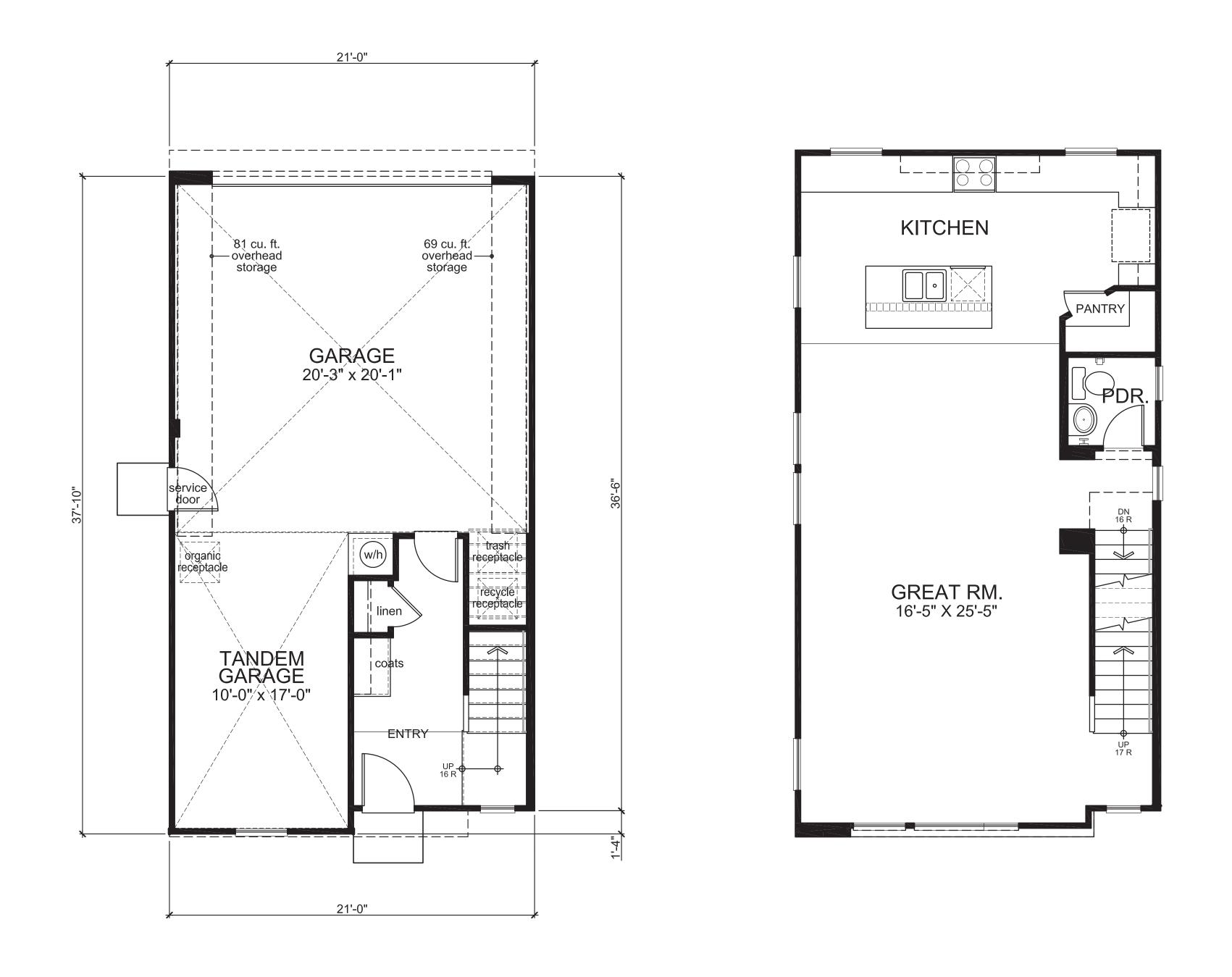




TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - FLOOR PLANS 'A'

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A2 sheet <u>14</u> of <u>37</u>



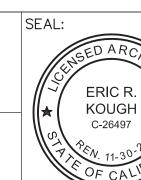
First Floor Plan 'B'

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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
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Second Floor Plan 'B'

on Civil & Architectural drawings.

REFERENCES



PREPARED UNDER THE DIRECTION OF: in flamp ERIC R. KOUCH, AIA #C-26497

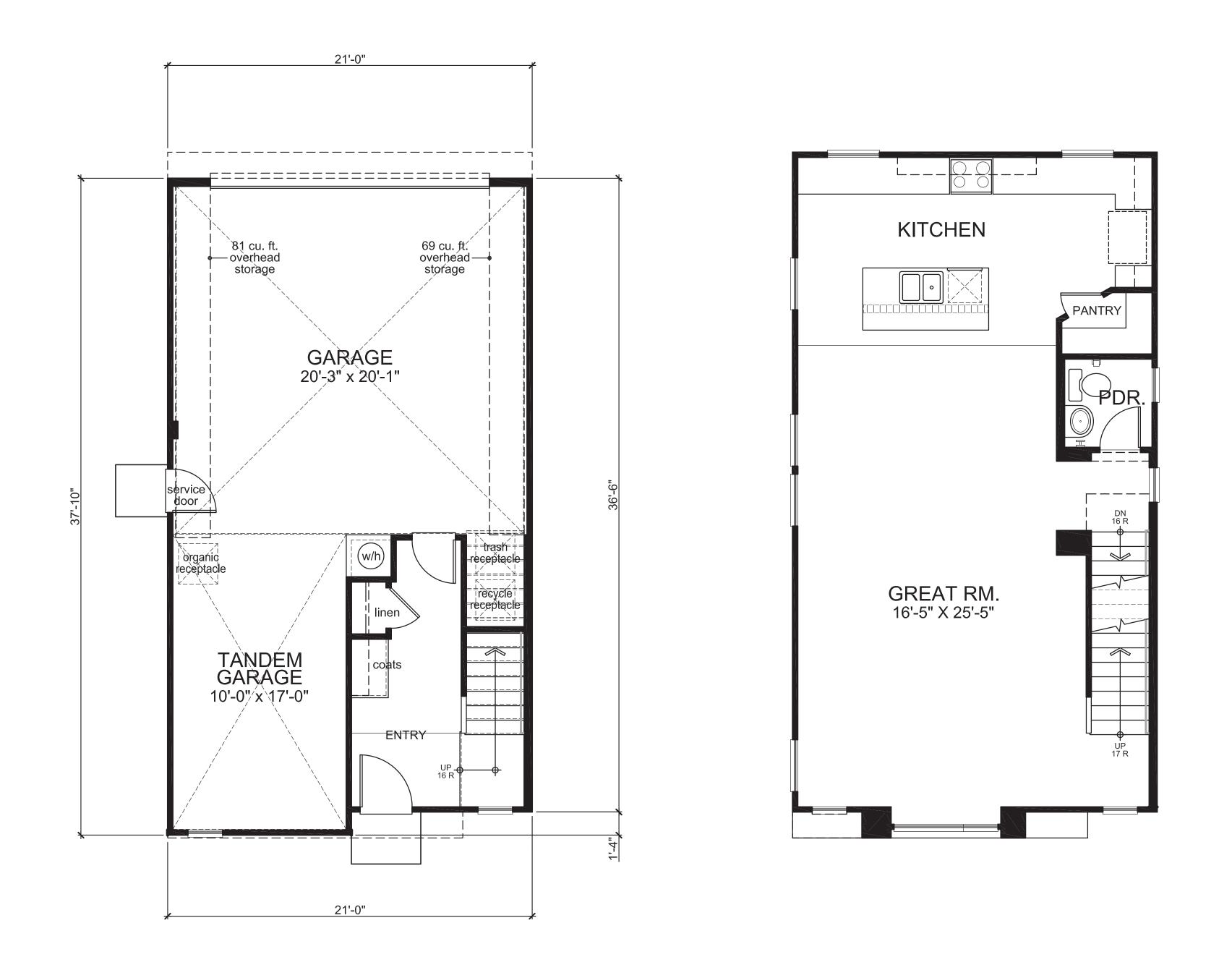




KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

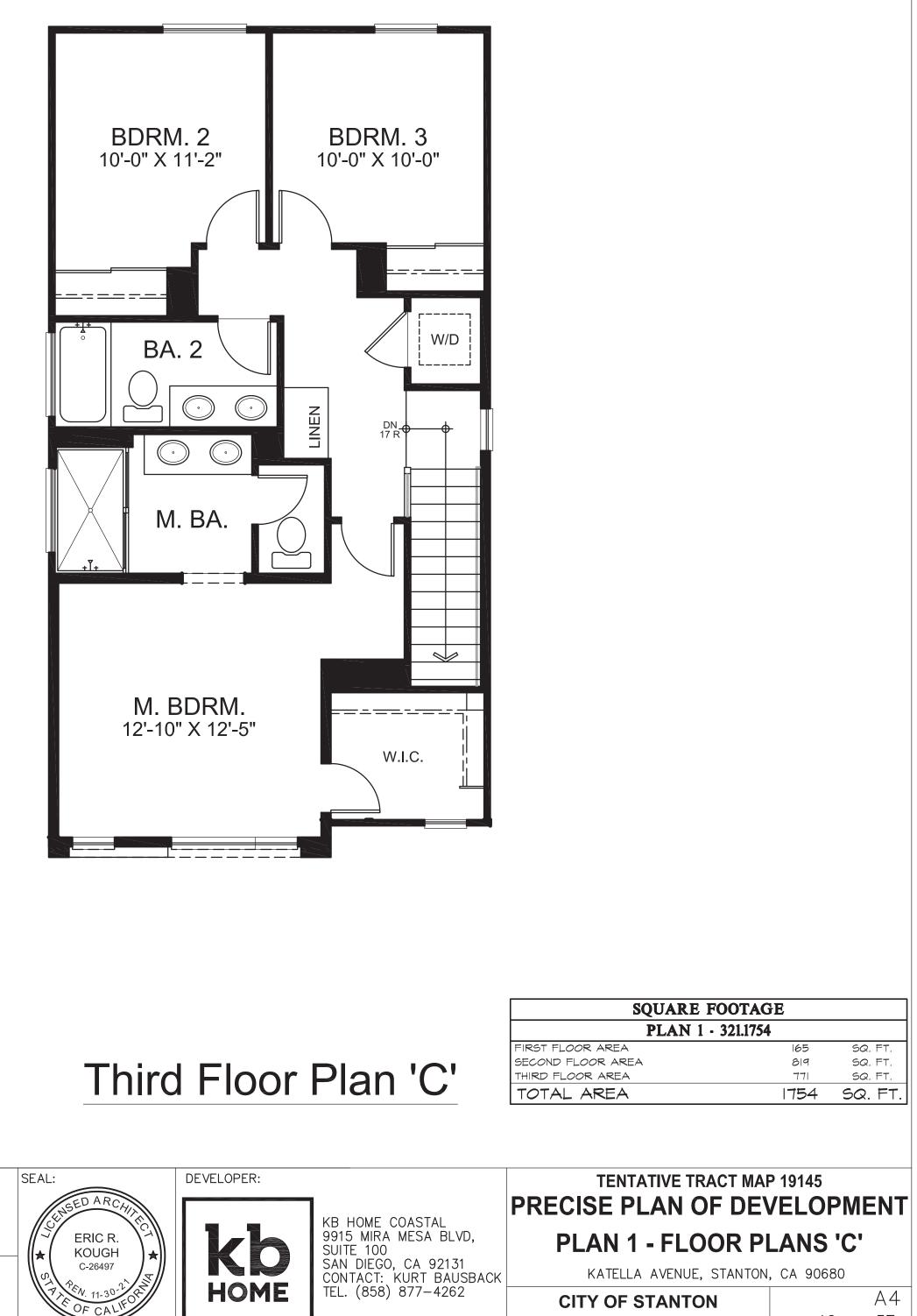
A3 SHEET <u>15</u> of <u>37</u>



First Floor Plan 'C'

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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

Second Floor Plan 'C'

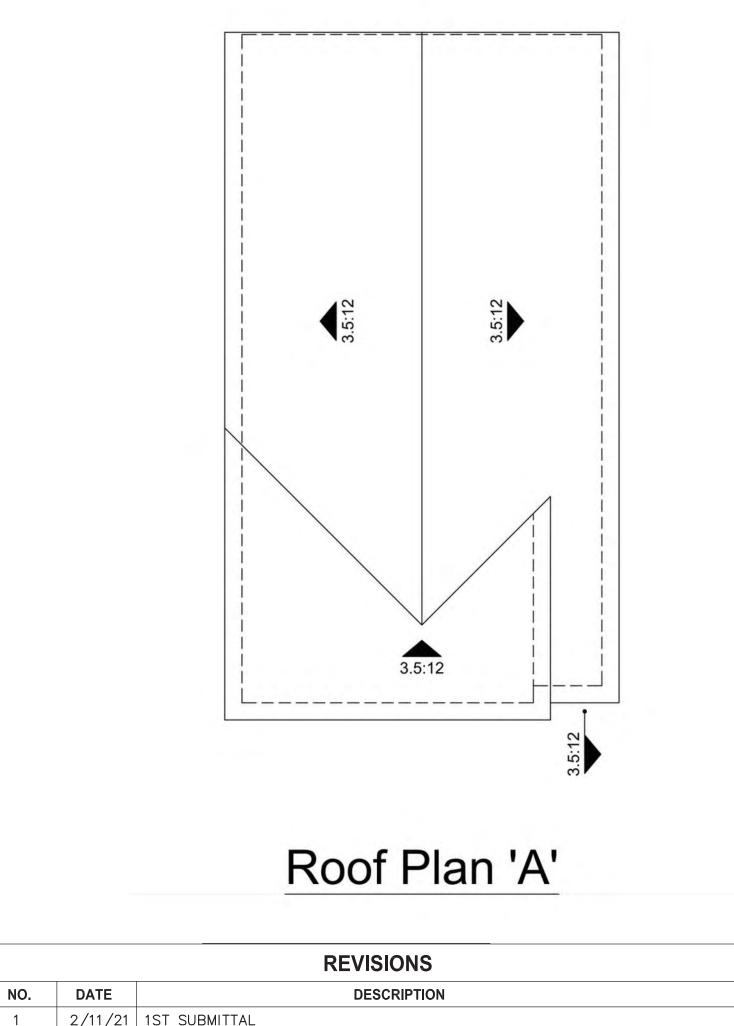


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DATE

COUNTY OF ORANGE

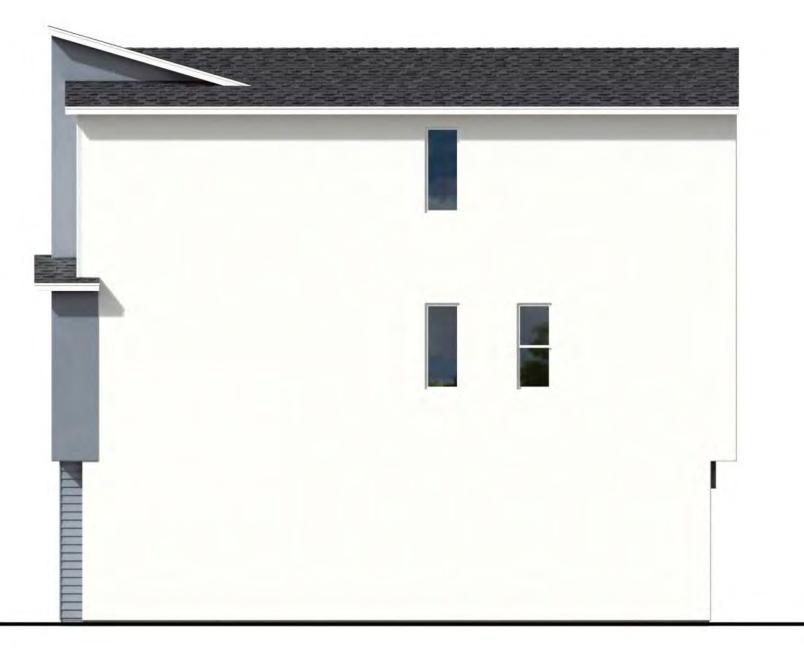
SHEET <u>16</u> OF <u>37</u>



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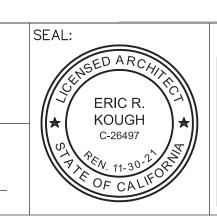
Left Elevation 'A'



Right Elevation 'A'

REFERENCES

PREPARED UNDER THE DIRECTION OF:



DATE



Front Elevation 'A'



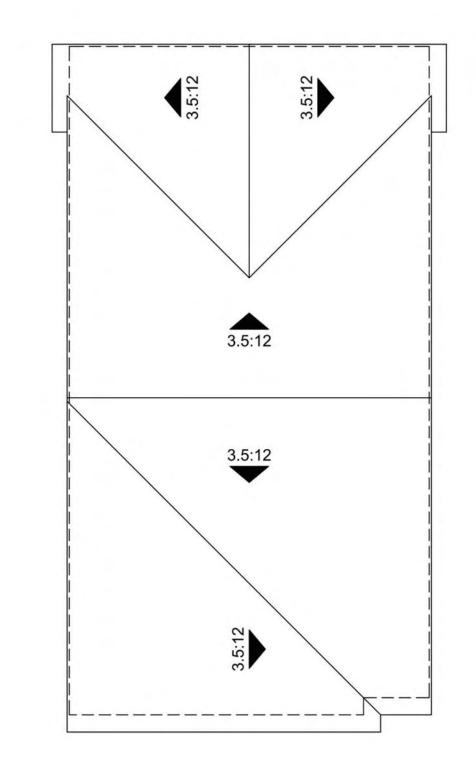
Rear Elevation 'A'

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - 'A' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A5 sheet <u>17</u> of <u>37</u>



Roof Plan 'B'

		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
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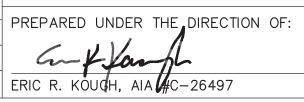


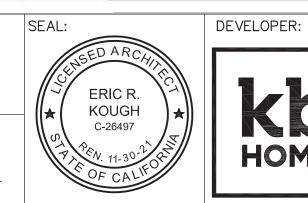
Left Elevation 'B'



Right Elevation 'B'

REFERENCES





DATE



Front Elevation 'B'



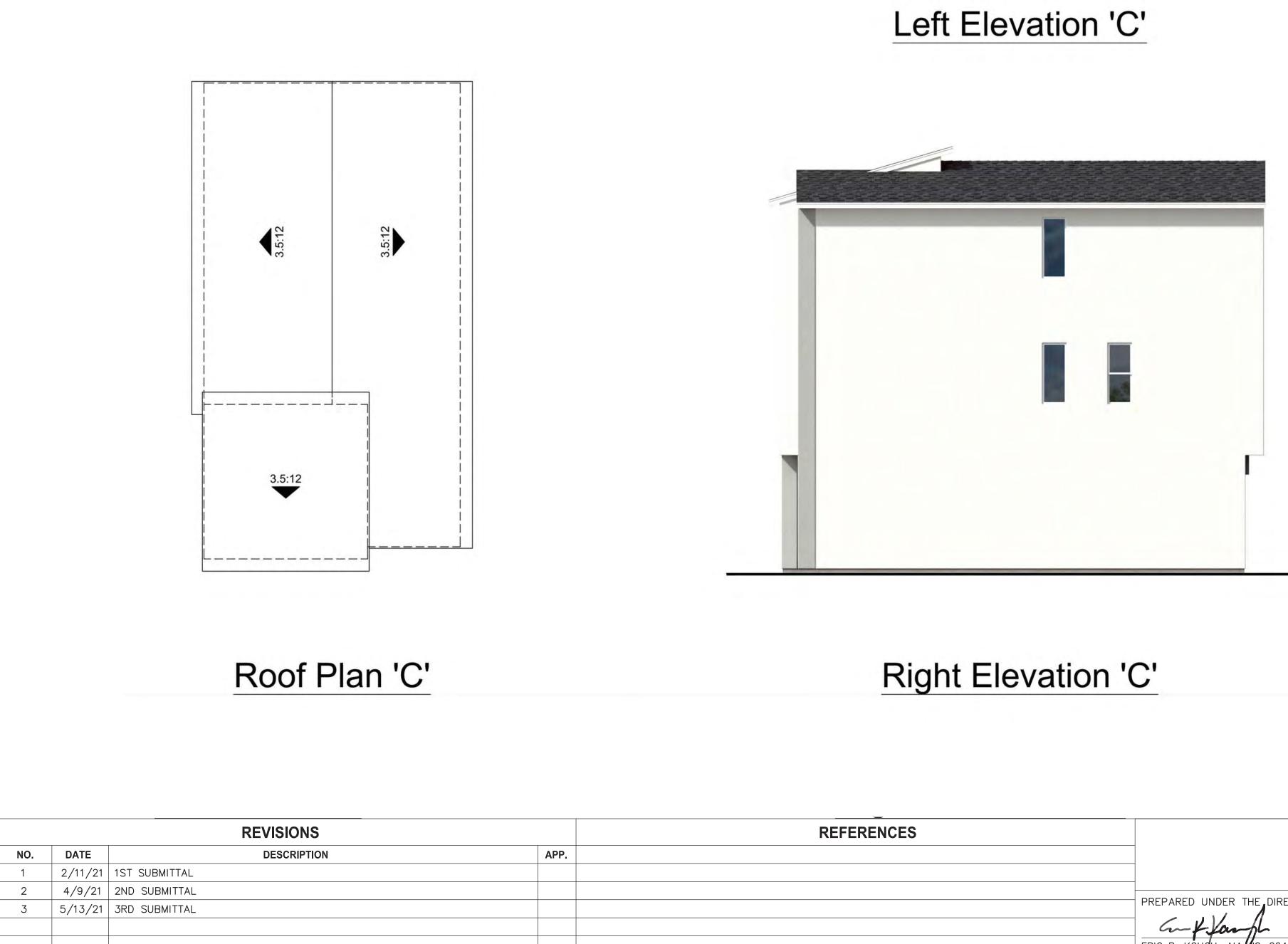
Rear Elevation 'B'



TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - 'B' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A6 sheet <u>18</u> of <u>37</u>





REFERENCES



PREPARED UNDER THE DIRECTION OF: ERIC R. KOUCH, AIA #C-26497



Front Elevation 'C'



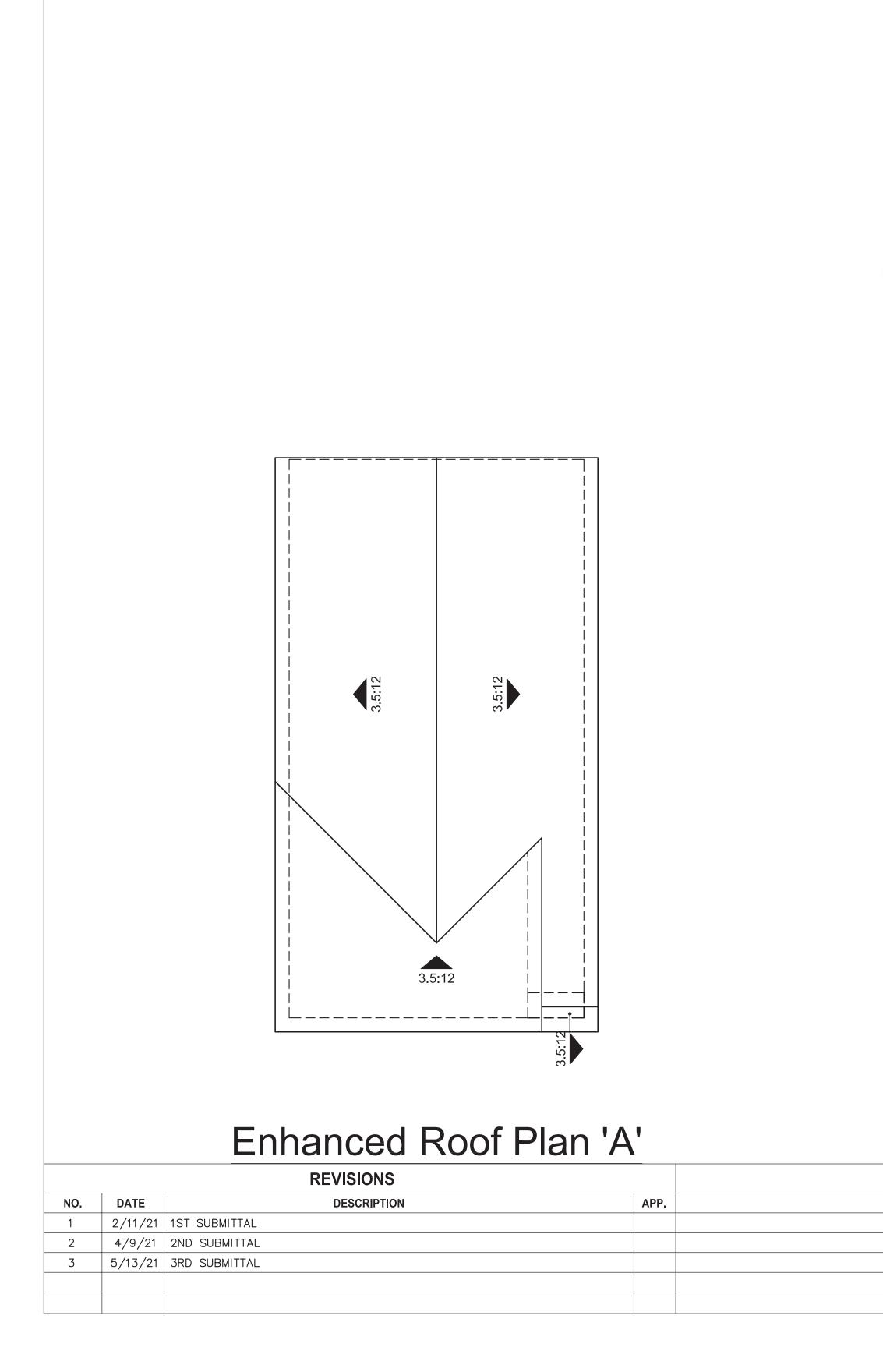
Rear Elevation 'C'

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - 'C' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

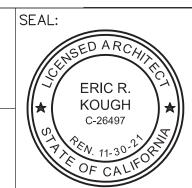
A7 SHEET <u>19</u> of <u>37</u>





Enhanced Left Elevation 'A'

REFERENCES



PREPARED UNDER THE DIRECTION OF:

DATE



Enhanced Second Floor Plan 'A'

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - ENHANCED ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A8 sheet <u>20</u> of <u>37</u>

		Enhanced Roof Plan 'B		
		REVISIONS		
NO.	DATE		APP.	
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3	5/13/21	3RD SUBMITTAL		
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Enhanced Left Elevation 'B'



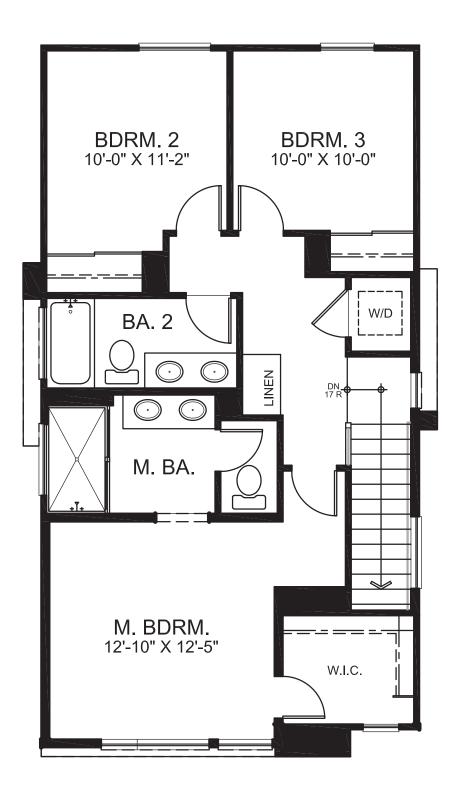
Enhanced Right Elevation 'B'

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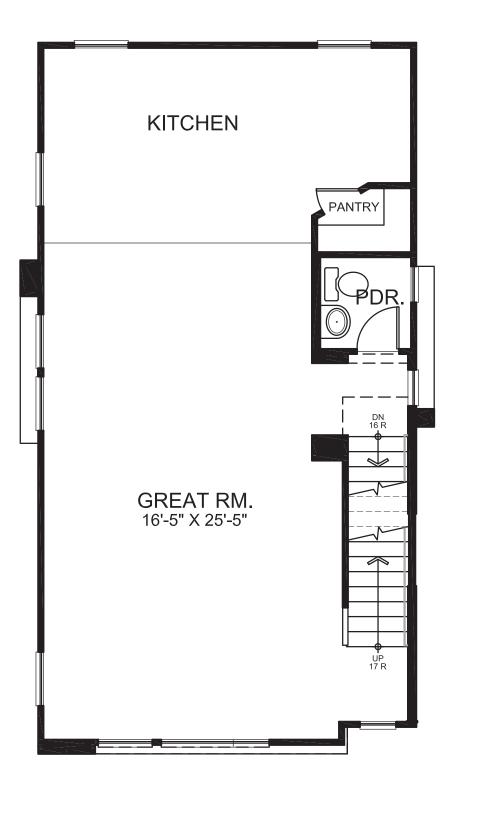
PREPARED UNDER THE DIRECTION OF:



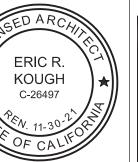
DATE



Enhanced Third Floor Plan 'B'



Enhanced Second Floor Plan 'B' DEVELOPER: TENTATIVE TRA



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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - ENHANCED ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A9 sheet <u>21</u> of <u>37</u>

34'-10"		

Elevation 'A'

NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		



Elevation 'B'

REFERENCES



PREPARED UNDER THE DIRECTION OF:

DATE

ELEVATION LEGEND

- 1. Composition Shingle Roof
- 2. Wood Fascia Board
- 3. Stucco (16/20 Sand Finish)
- 4. Stucco Channel
- 5. Fiber Cement Horizontal Siding
- 6. Vinyl Window System
- 7. Composite Entry Door
- 8. Courtyard Fence & Gate

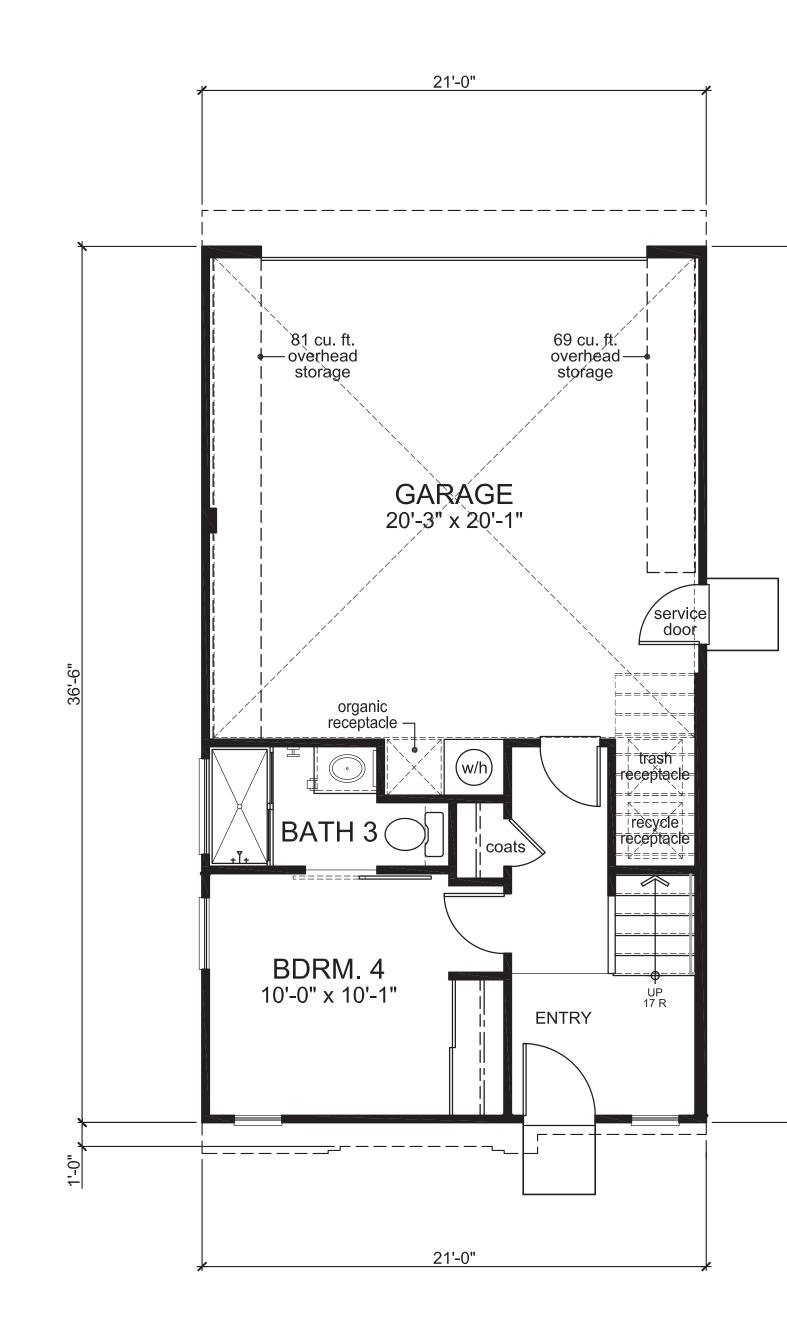
Elevation 'C'

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - FRONT ELEVATIONS

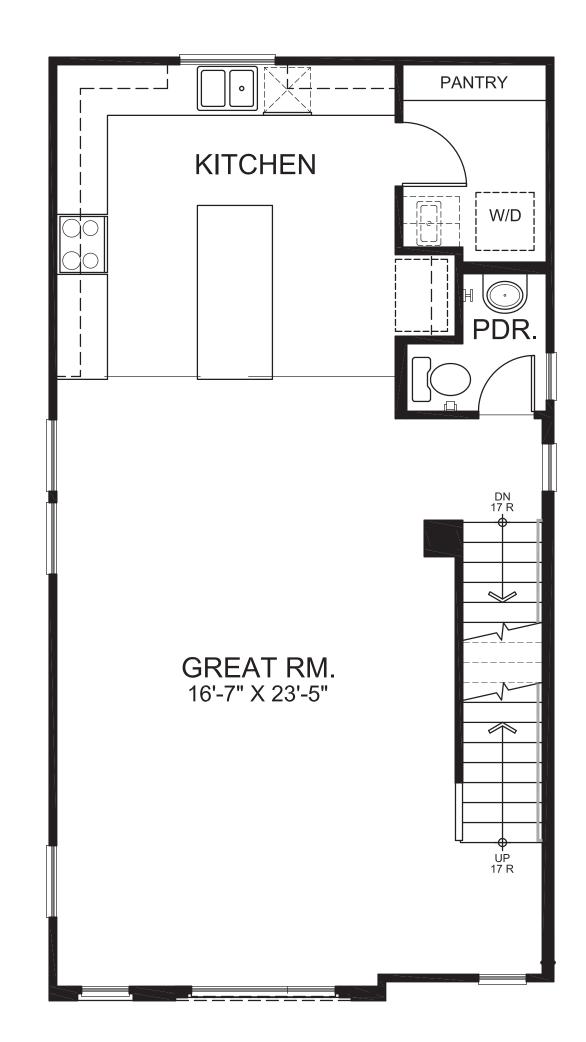
KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A10 sheet <u>22</u> of <u>37</u>



First Floor Plan 'A'

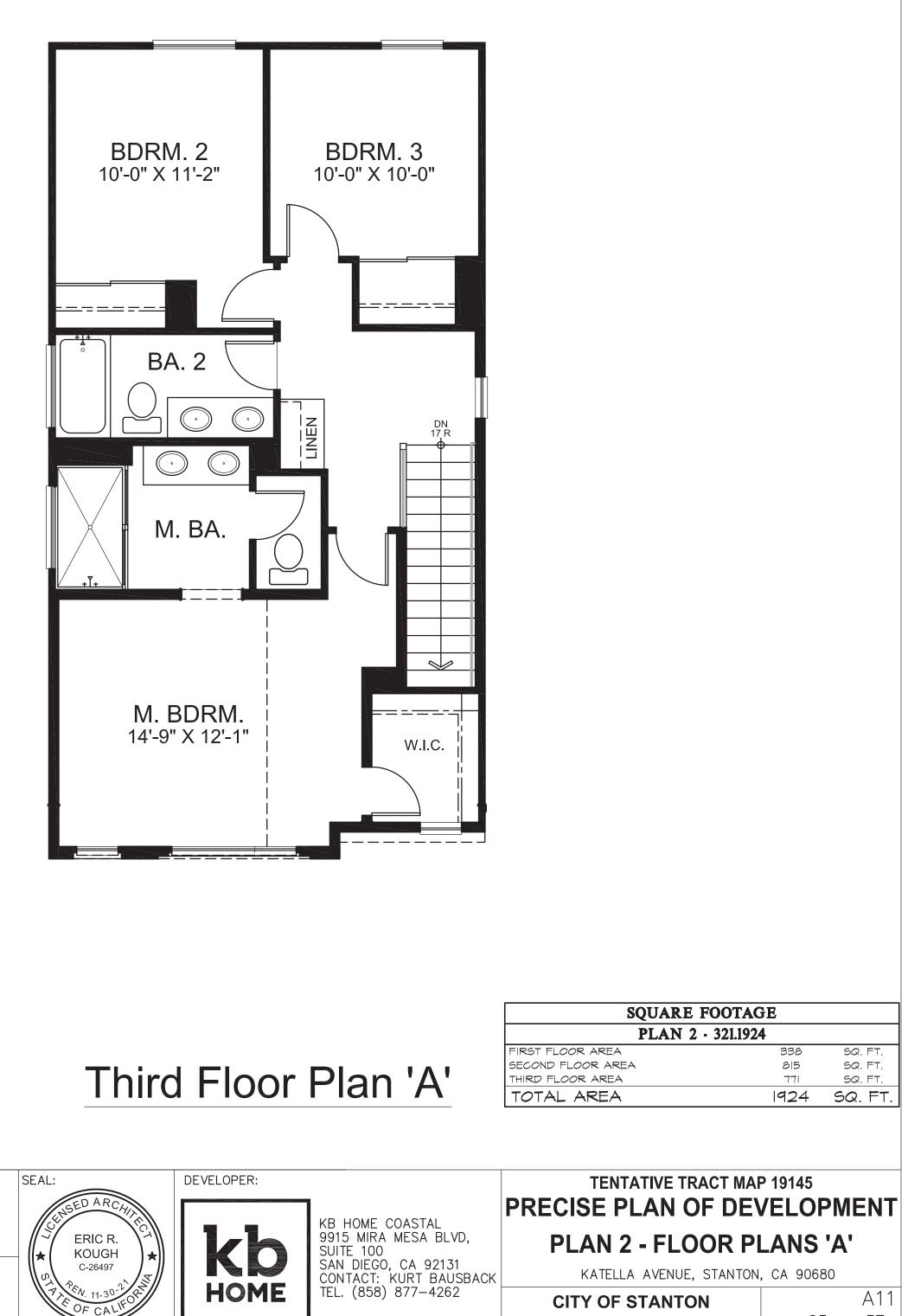
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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
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Second Floor Plan 'A'

on Civil & Architectural drawings.

REFERENCES

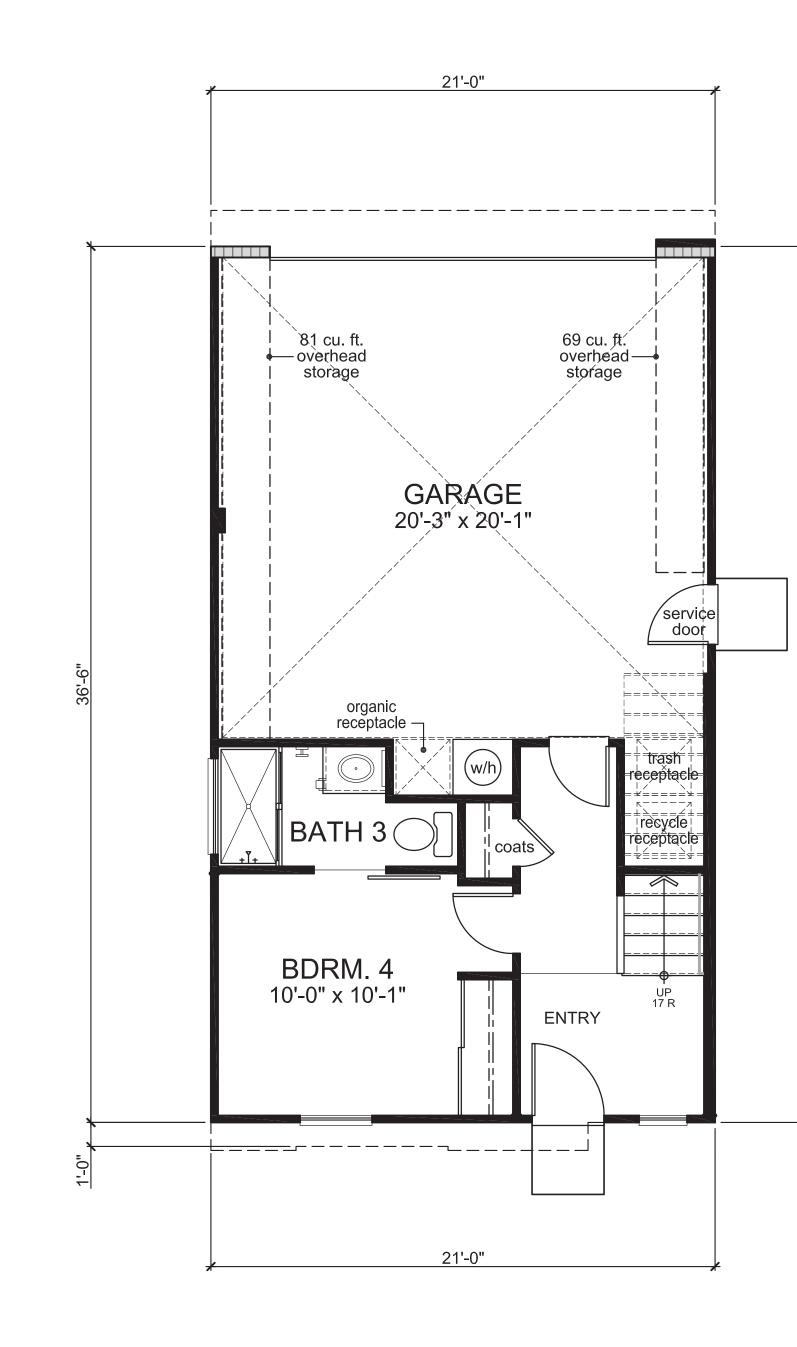


PREPARED UNDER THE DIRECTION OF: my farf ERIC R. KOUCH, AIA #C-26497

DATE

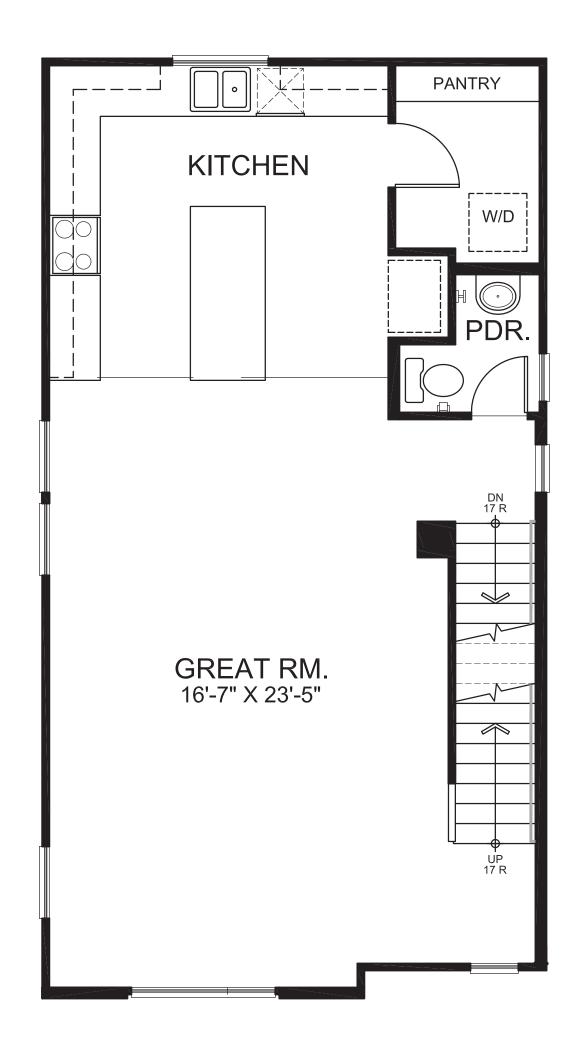
COUNTY OF ORANGE

SHEET <u>23</u> of <u>37</u>



First Floor Plan 'B'

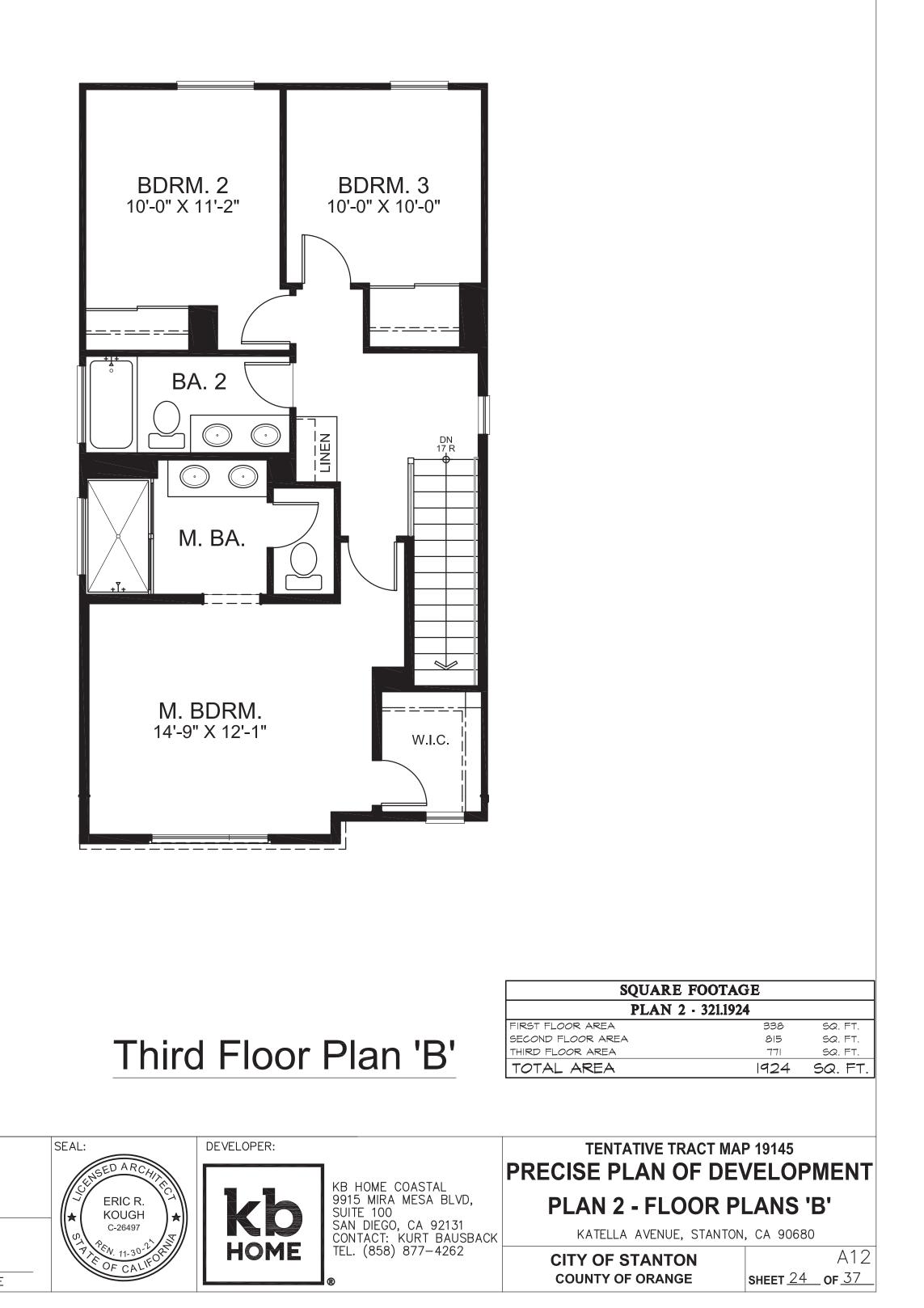
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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
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Second Floor Plan 'B'

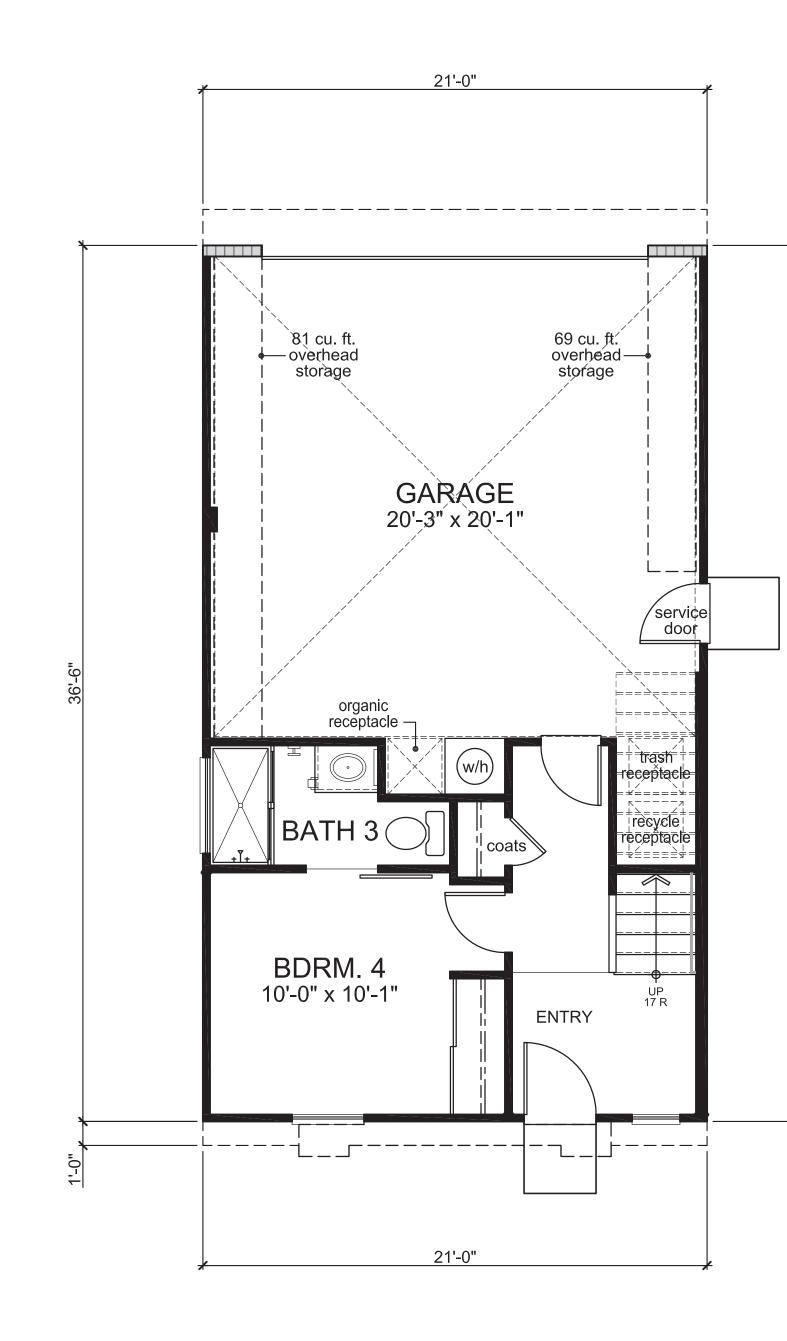
on Civil & Architectural drawings.

REFERENCES



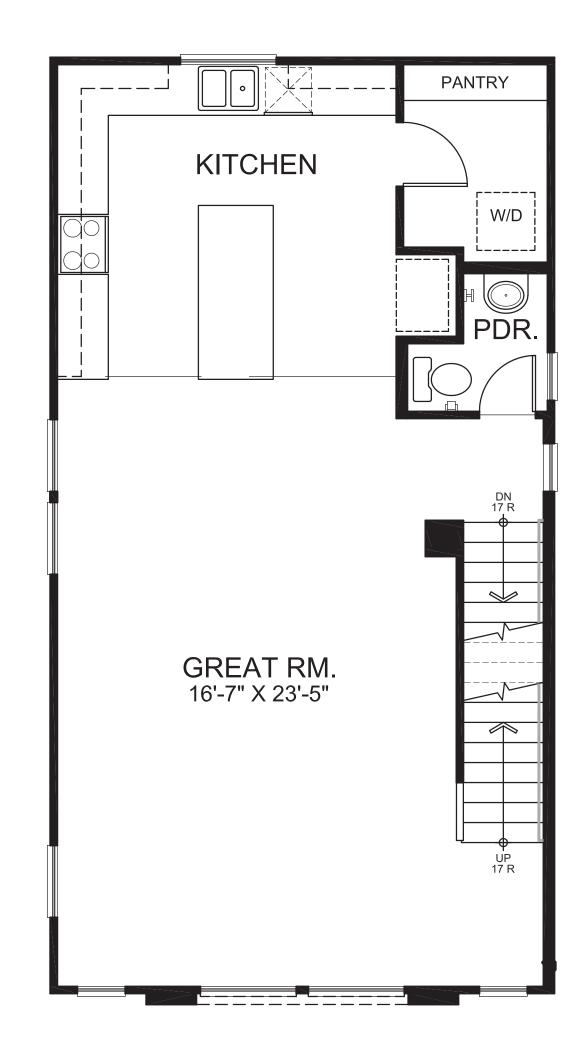
PREPARED UNDER THE DIRECTION OF:

DATE



First Floor Plan 'C'

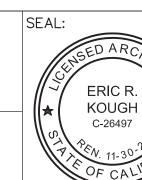
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2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
		1		



Second Floor Plan 'C'

on Civil & Architectural drawings.

REFERENCES



PREPARED UNDER THE DIRECTION OF: in flamp ERIC R. KOUCH, AIA #C-26497

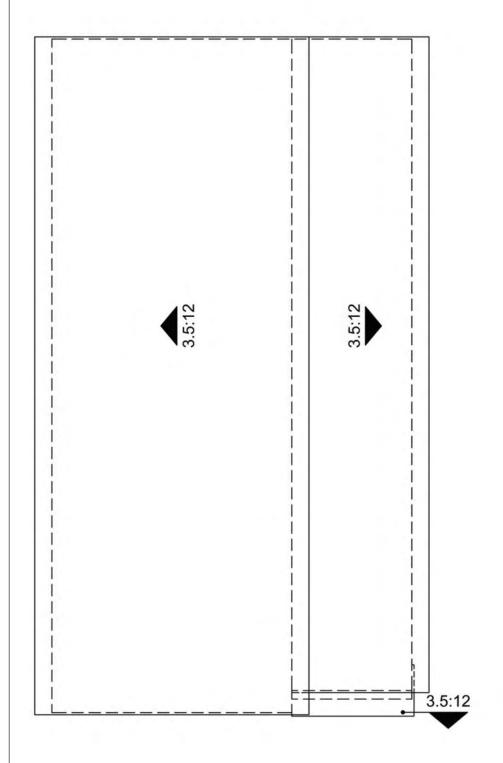
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PLAN 2 - FLOOR PLANS 'C' KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

A13 SHEET <u>25</u> of <u>37</u>



Roof Plan 'A'

	REVISIONS			
NO.	DATE	DESCRIPTION	APP.	
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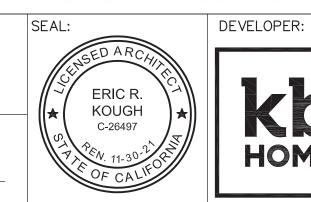
Left Elevation 'A'



Right Elevation 'A'

REFERENCES

PREPARED UNDER THE DIRECTION OF: ERIC R. KOUCH, AIA #C-26497



DATE



Front Elevation 'A'



Rear Elevation 'A'

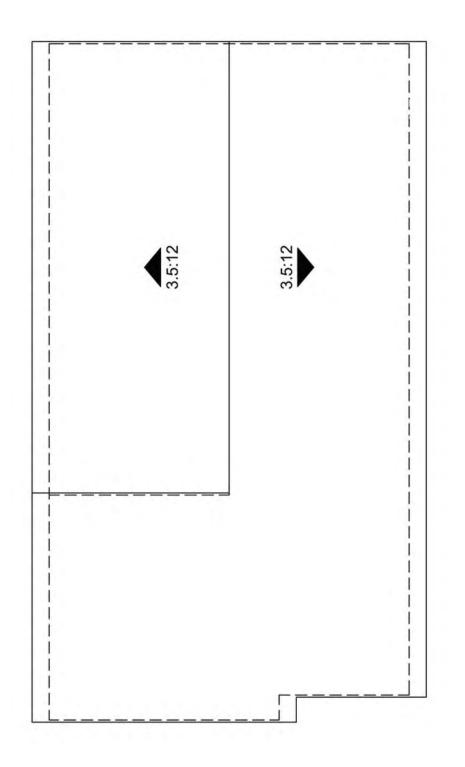


TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'A' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

A14 SHEET <u>26</u> of <u>37</u>



Roof Plan 'B'

	REVISIONS			
NO.	DATE	DESCRIPTION	APP.	
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3	5/13/21	3RD SUBMITTAL		

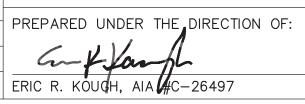


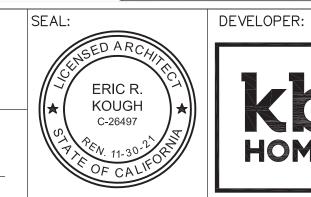
Left Elevation 'B'



Right Elevation 'B'

REFERENCES





DATE



Front Elevation 'B'



Rear Elevation 'B'

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

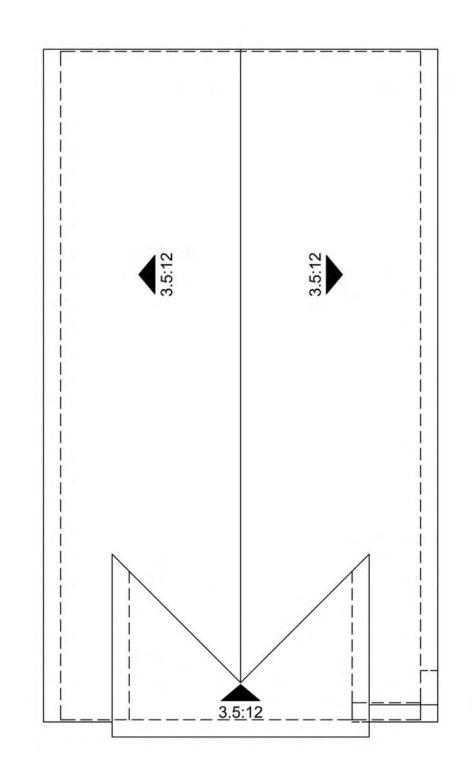
TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'B' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

SHEET <u>27</u> OF <u>37</u>

A15



Roof Plan 'C'

		REVISIONS		
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

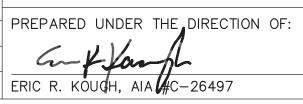


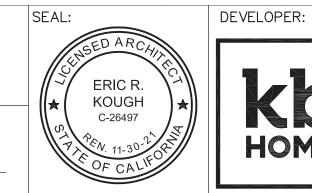
Left Elevation 'C'



Right Elevation 'C'

REFERENCES





DATE



Front Elevation 'C'



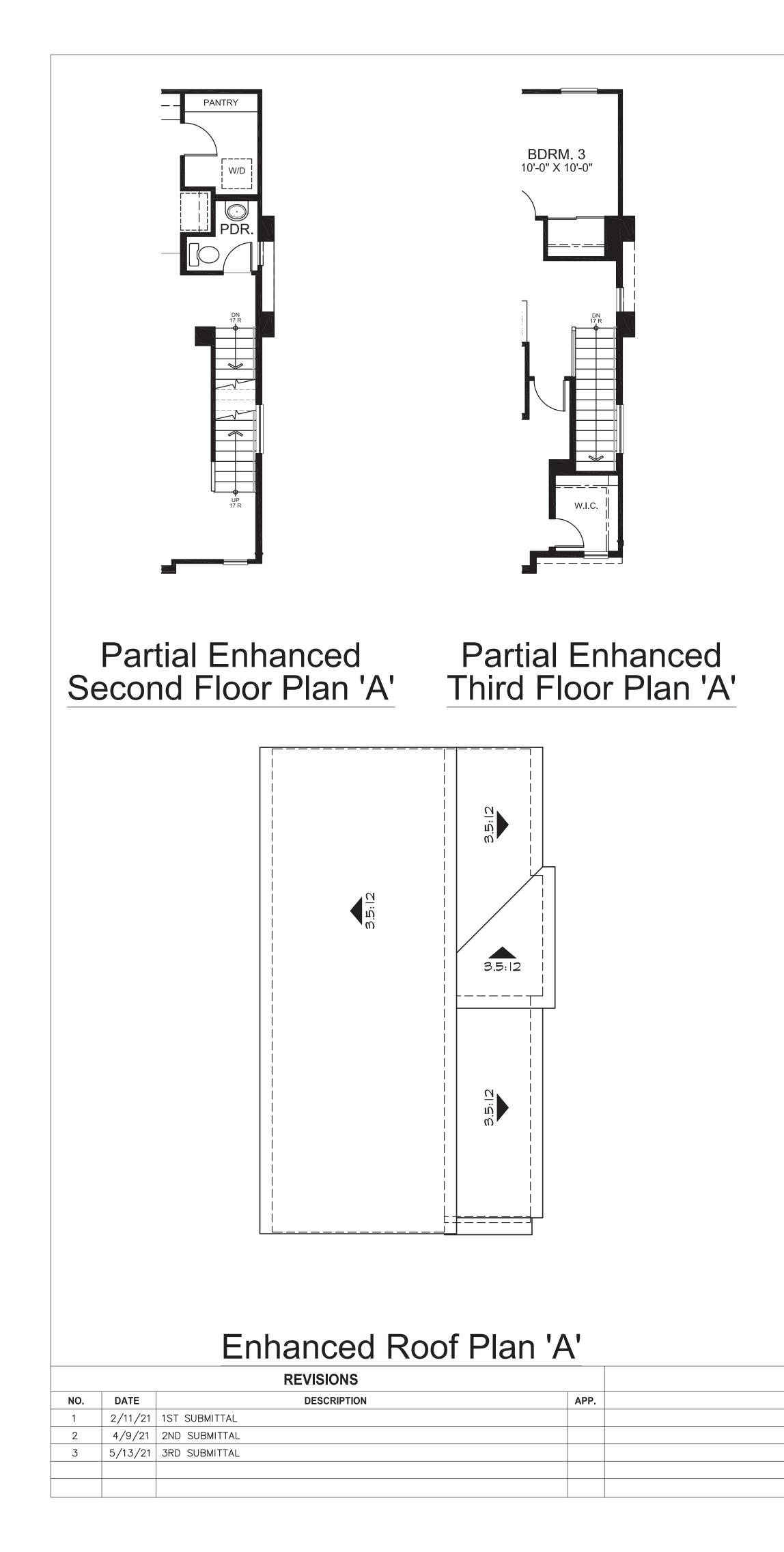
Rear Elevation 'C'

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'C' ELEVATIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE A16 sheet <u>28</u> of <u>37</u>



Enhanced Right Elevation 'A'

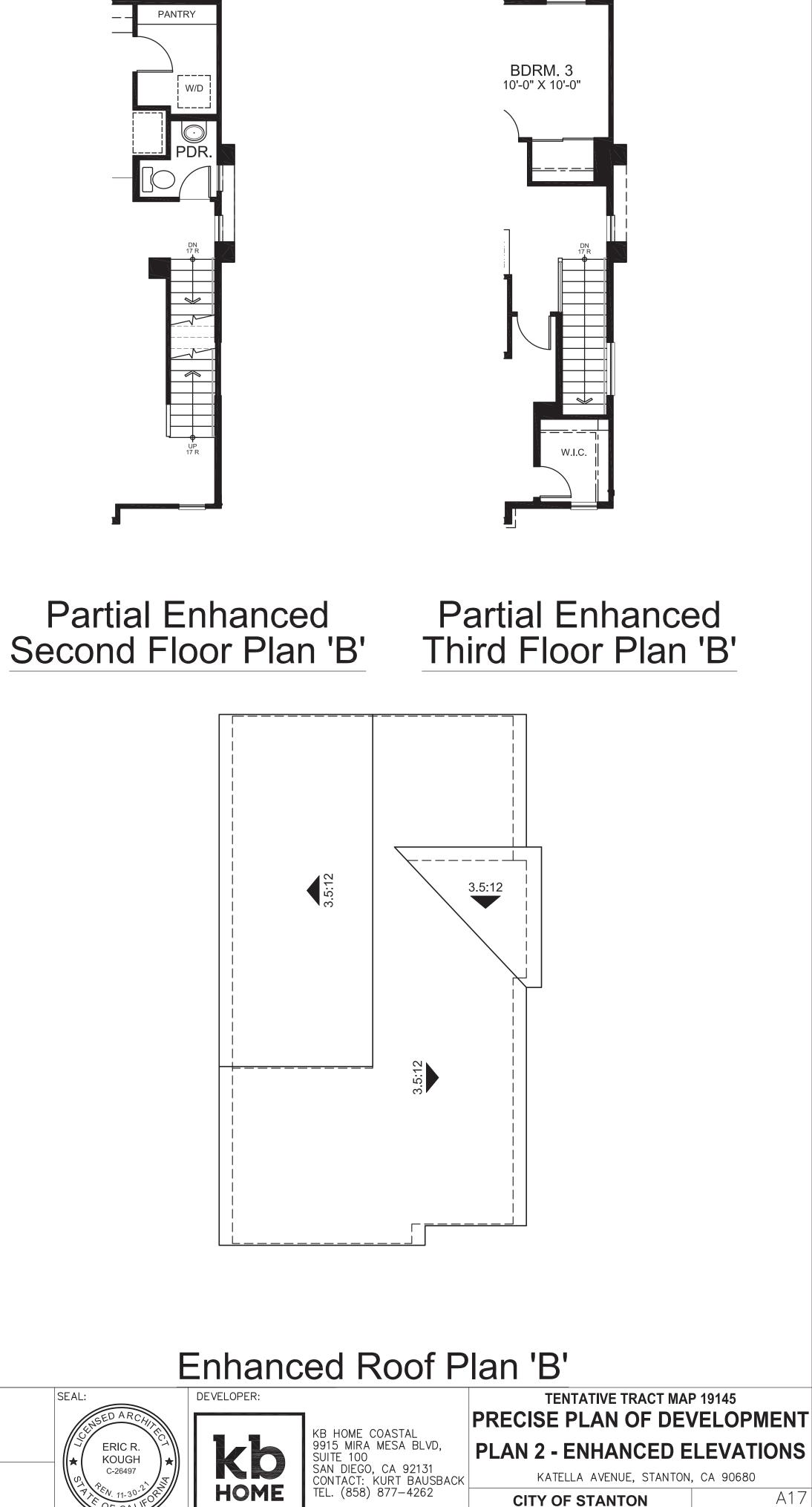
Enhanced Right Elevation 'B'

REFERENCES

SEAL:

PREPARED UNDER THE DIRECTION OF: any fant ERIC R. KOUCH, AIA #C-26497

DATE



CITY OF STANTON COUNTY OF ORANGE

A17 SHEET <u>29</u> OF <u>37</u>

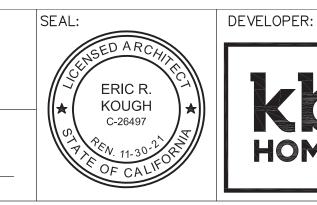




	REVISIONS			
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

KATELLA AVENUE STREET SCENE

REFERENCES



PREPARED UNDER THE DIRECTION OF: m f far ERIC R. KOUCH, AIA #C-26497

DATE

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT **KATELLA AVE. STREET SCENE**

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

SHEET <u>30</u> of <u>37</u>

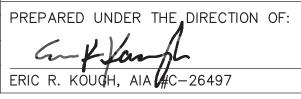
A18





	REVISIONS			
NO.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		
	-		l.	L

WESTERN AVENUE STREET SCENE





DATE

DEVELOPER: ERIC R. KOUGH C-26497

kb Home

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT WESTERN AVE. STREET SCENE

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

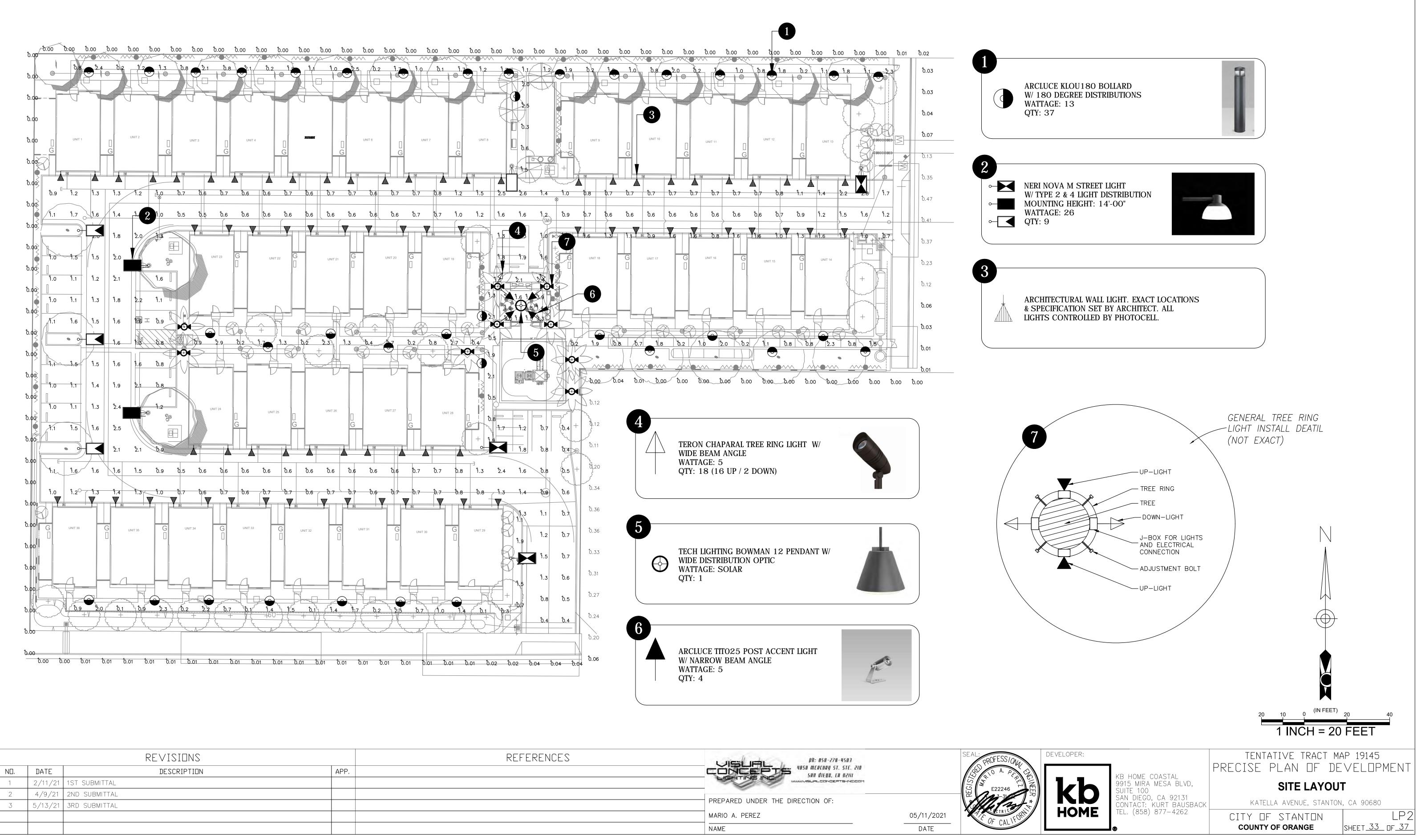
A19 SHEET <u>31</u> of <u>37</u>

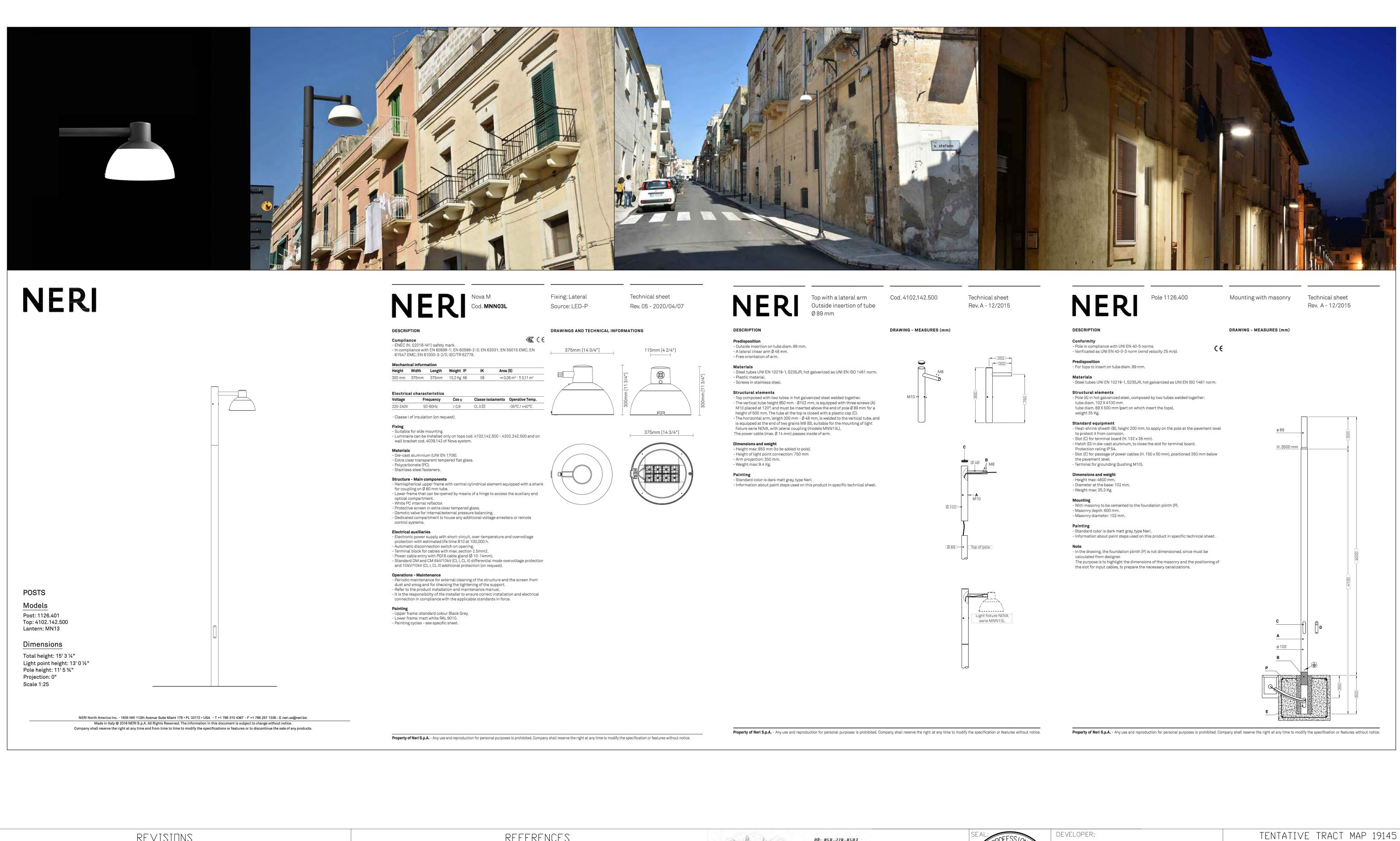
		REVISIONS		REFERENCES		
ND.	DATE	DESCRIPTION	APP.			210
1	2/11/21	1ST SUBMITTAL			WWW.WISUMLCONCEPTS-INC	
2	4/9/21	2ND SUBMITTAL				<u></u>
3	5/13/21	3RD SUBMITTAL			PREPARED UNDER THE DIRECTION OF:	
					MARIO A. PEREZ	05/12/2021
					NAME	DATE

Calculation Summary					
Label	CalcType	Units	Avg	Max	Max/Avg
VEHICLE HARDSCAPE	Illuminance	Fc	1.12	2.8	2.50
PARKING- EAST	Illuminance	Fc	1.42	2.50	1.76
PARKING- NORTH	Illuminance	Fc	1.48	1.90	1.28
PARKING- SOUTH	Illuminance	Fc	1.12	2.40	2.14
PEDESTRIAN AISLE CENTER LEFT	Illuminance	Fc	1.31	2.90	2.21
PEDESTRIAN AISLE CENTER RIGHT	Illuminance	Fc	1.07	2.30	2.15
PEDESTRIAN AISLE NORTH	Illuminance	Fc	1.24	2.50	2.02
PEDESTRIAN AISLE SOUTH	Illuminance	Fc	1.14	2.80	2.46
TRESPASS	Illuminance	Fc	0.04	0.47	N/A

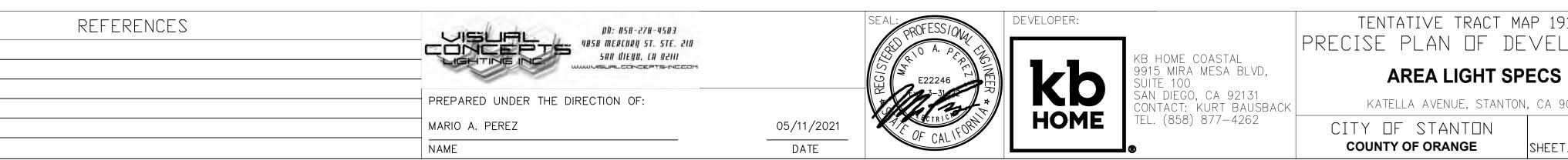
Lumina	uminaire Schedule								
Туре	Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Lumens	Lum. Watts	Total Watts
A1	o	2	NERI NOVA M T2	SINGLE	0.900	3500lm 730 Type II A	3500	27.6	55.2
A2	• —	4	NERI NOVA M T4	SINGLE	0.900	3500lm 730 Type IV A	3500	27.6	110.4
A3	○ —	3	NERI NOVA M T5	SINGLE	0.900	3500lm 730 Type V A	3500	27.6	82.8
B1		37	ARCLUCE IKLOU BOLLARD	SINGLE	0.900	S-KK0213US-16S-0870002D-730-16US	620	13	481
D1	-	4	ARCLUCE TITO25	SINGLE	0.900	0682003C-830-30	225	2	8
D2	\odot	1	TECH LIGHTING – BOWMAN 12	SINGLE	0.900	7000PB0W9XX12UNV	1259	21.2	21.2
D3	\rightarrow	2	TERON CHAPARRAL- TREE DOWNLIGHT	SINGLE	0.900	CHL55-L5_3-BZ-3	483	5	10
D4		16	TERON CHAPARRAL- TREE ACCENT	SINGLE	0.900	CHL55-L5_3-BZ-3	483	5	80
W1		72	GENERIC WALL PACK	SINGLE	0.900	7023	391	8.1	583.2







REVISIUNS				
ND.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		



350]	

PRECISE PLAN OF DEVELOPMENT

KATELLA AVENUE, STANTON, CA 90680

DЗ SHEET <u>34</u> DF <u>37</u>

KLOU-IK180 (Model)



DESCRIPTION

Bollard lights

Construction

Die-cast aluminium body (EN 47100).

 Extruded aluminium pole. Double layer polyester powder paint resistant to corrosion

and salt spray fog.

Silicone rubber gaskets.

AISI 316 stainless steel external screws.

Electrical & Optics Universal input voltage: 120-277V 50/60Hz or 120V

- 50/60Hz according to model variant.
- 0-10V dimming available. Wiring on removable galvanized steel tray.
- High-efficacy LEDs with standard 3000K, 4000K (2700K or other CCTs available on request).
- Screen made of 5/32" thermal-shock resistant tempered glass.

VERSIONS (Click on below link to configure your product)









9" 27/32 to 39" 3/8

Size:





















Generated on: 04-12-2021 7:04 pm

TECHNICAL INFORMATION

Watt

ССТ

CRI

Wiring

Color

LED life time

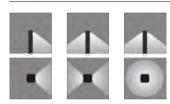
Luminaire

See acce Arcluce North America Inc. 333 Bush Street - San Francisco, CA 94104 - Ph. +1 (408) 655-6275 - export4@arcluce.it

ND.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

Size: Ø 7" 1/4 9" 27/32

OPTICS



ated on: 04-12-2021 7:04 pm	uce	Accessories Generated on: 04-12-2021 7:04 pm	
		HOT DIPPED ZINC-COATED STEEL BASEMENT FOR GROUND ANCHORING.	the second se
	S Files	Arcluce Code 1099092X Code Ref.	The second s
6W – 28W			
Up to 1450im		A TECHNICAL INFORMATION	Statement of the local division in which the local division in which the local division is not the local division in the local divis
3000K – 4000K		Color Chrome - 31	
>70 - >80		Image: Weight 11.02 lb	
120V 60Hz, 120-277V 60Hz / 0-10V			
ne > 60000h - L80 - B20 (Ta 25°C), > 50000h - L80 - B20 (Ta 25°C)	5°C)		
Black - 12 / Aluminium - 21 / Grey - 16			
<section-header><section-header><section-header><section-header><section-header><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item><list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></list-item></section-header></section-header></section-header></section-header></section-header>	IP66 IK09	ZINC-COATED AND PAINTED STEEL BASE PLATE WITH ZINC-COATED STEEL STUD BOLTS. 350 MM HIGH. Arcluce Code 1099398X-21 Code Ref. ECHNICAL INFORMATION Colored GLASS FILTERS TO BE ORDERED TOGETHER WITH THE DEVICE. Arcluce Code 1099191X-13 Code Ref. 1099191X-13 Code Ref. S7990-13 TECHNICAL INFORMATION Color Colored Class FILTERS TO BE ORDERED TOGETHER WITH THE DEVICE. Arcluce Code 1099191X-13 Code Ref. S7990-13 TECHNICAL INFORMATION Color Red - 13 Weight Viel to the constant of the	
See accessories in	the next page		
CA 94104 - Ph. +1 (408) 655-6275 - export4@arcluce.it a	arcluce-us.com	Arcluce North America Inc. 333 Bush Street - San Francisco, CA 94104 - Ph. +1 (408) 655-6275 - export4@arcluce.it arcluce-us.com	

REFERENCES		E. 210
	SAIL UIEUU, EA UZ www.visualconcepts-	
	PREPARED UNDER THE DIRECTION OF:	
	MARIO A. PEREZ	05/11/2021
	NAME	DATE





BOWMAN	12	OUTDOOR PENDANT	
--------	----	-----------------	--

Adjustable SPECIFICA		rom ceiling	
DELIVERED LI	LIMENS	1320.1	
WATTS	GIVIEI43	21	
VOLTAGE		Universal 120-277V	
DIMMING		0-10, ELV, TRIAC	
LIGHT DISTRI	RUTION	Symmetric	
MOUNTING		Ceiling	
ADJUSTABILI		Adjustable stem length (3*, 5* and 12*). Integrated ball joint that accommodates sloped ceiling up to 45°.	
CCT		2700K, 3000K or 4000K	
CRI		90+	500000
COLOR BINNI	NG	3 Step	BOWMAN shown
BUG RATING	·	B1-U2-G1	
DARK SKY		Non-compliant	
WET LISTED		1965	
GENERAL LIS	TING	ETL	
CALIFORNIA	TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.	
START TEMP		-30°C	
FIELD SERVIC	EABLE LED	Yes	
CONSTRUCTION	ON	Aluminum	
HARDWARE		Stainless Steel	
FINISH		Powder Coat	
LED LIFETIME		L70; >60,000 Hours	
WARRANTY*	1	5 Years	
WEIGHT		5.2 lbs.	
* Visit techlightin		warranty limitations and details. eant for areas with high winds, which can cause	

Outdoor floodlights Generated on: 05-06-2021 11:13 pm TITO25 (Model) ECHNICAL INFORMATION Up to 225lm A.S сст 3000K – 4000K CRI >80 1000 Wiring LED life time > 60000h - L80 - B20 (Ta 25°C) Color Stainless Steel - 30 DESCRIPTION VERSIONS (Click on below link to configure your product)

TITO 25

Size: Ø 0" 31/32 2" 1/4 3" 1/32

OPTICS

TITO 25 SPIKE

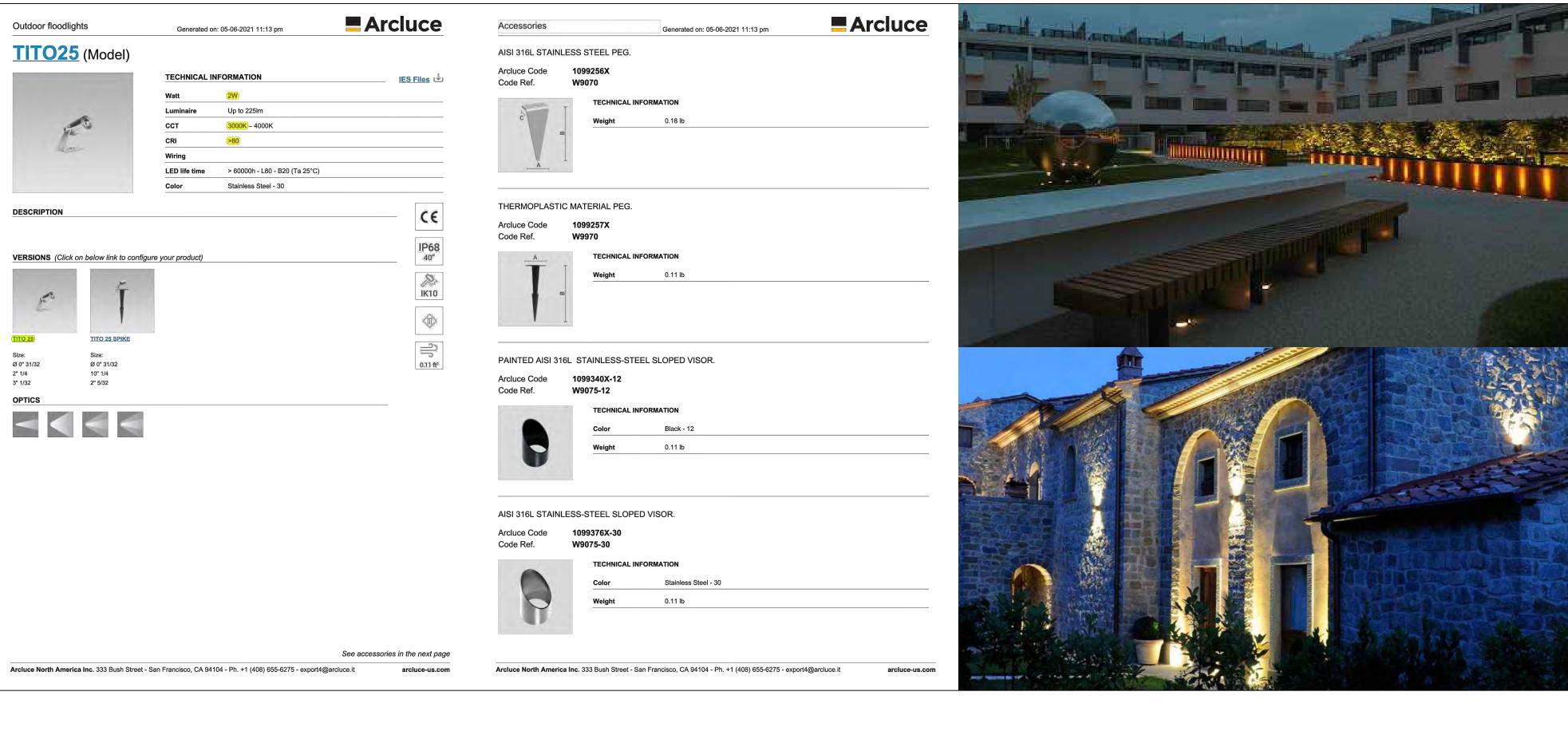
Size: Ø 0" 31/32

10" 1/4 2" 5/32

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ND.	DATE	DESCRIPTION	APP.	
1	2/11/21	1ST SUBMITTAL		
2	4/9/21	2ND SUBMITTAL		
3	5/13/21	3RD SUBMITTAL		

	¬∟ tech lighting	BOWMAN 12 OUTDOOR PEN	IDANT	¬⊾ tech lighting	R	
nt in both vand to deliver	Formation of the second sec	<complex-block>Image: Constraint of the second se</complex-block>	*For latest photor	netrics, please visit www.techlighting.com/OUTDOOR		
		PROJECT INFO	NFO NOTES			-
	2 PENDANT in black					-
		© 2020 Tech Lighting, L.L.C. All rights reserved. The "Tech Lighting" graphic is a Tech Lighting reserves the right to change specifications for product improvement	registered trademark. ts without notification.	VISUAL COMFORT & CO. 7400 Linder Avenue, Skokie, Illinois 60077 T 847.410.4400		4
			techlighting.com			



REFERENCES	LASI 191 DA: 058-278-450	
		u –
		ICCOM
	PREPARED UNDER THE DIRECTION OF:	
	MARIO A. PEREZ	05/11/2021
		DATE





kb HOME

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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT

CABANA STRUCTURE LIGHTING SPECS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

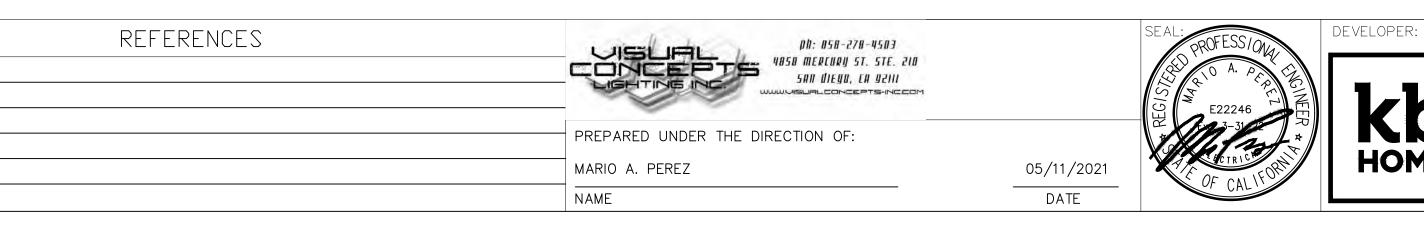
LP5 SHEET <u>36</u> DF <u>37</u>



1

RAL SI Outdoor	M LED	PROJECT: TYPE: PO#: COMMENTS:	QTY:
DE	SOURCE/WATTAGE L5.3 - 5.3W LED Fixture L10.0 - 10.0W LED Fixture	VOLTAGE 120-277V	DIMMING DRIVER Not Applicable
t represent a m	L5.3 anufacturable product)	120	Not Applicable
s WFL - 55° Beam Spread	FINISH BZ - Textured Architectural Bronze TB - Textured Black	COLOR TEMP 30K - 3000K Color Temp.	OPTIONS BKTJB - Junction Box Mounting Bracket (Specify Finish - BZ or TB) PRPT - 2.25" ID PVC Power Post w/ Stabilizer SMF - Surface Mounting Flange (Specify Finish - BZ or TB) ST12 - 12" Stem (Specify - BZ or TB) ST18 - 18" Stem (Specify - BZ or TB) ST24 - 24" Stem (Specify - BZ or TB)
t represent a m JRCE	BZ nanufacturable product) 30K SPECS 30K - 3000K Color Temp 425 Delivered Lumens 80 Delivered Lumens Per Watt 30K - 3000K Color Temp 750 Delivered Lumens 750 Delivered Lumens 975 Delivered Lumens Per Watt	30K	BKTJB
NT PART	PART NO NOTES Not Applicable		see the configuration you are looking for? today at (513) 858-6004
33 DC P: 513	NLIGHTING.COM NALD DR, FAIRFIELD, OH 45014 3.858.6004 F: 513.858.6038 .ES@TERONLIGHT.COM	We reserve the right to revise the desi parts availability or change in UL stan liability to modify any products previou	Ign components of any product due to dards, without assuming any obligation or usly manufactured, and without notice. 2





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

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT

TREE RING LIGHTING SPECS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE

LP6 SHEET<u>37</u>0F<u>37</u>

TENTATIVE TRACT MAP NO. 19145 FOR CONDOMINIUM PURPOSES FOR PLANNED RESIDENTIAL DEVELOPMENT PURPOSES **KB HOME - KATELLA ASSEMBLAGE**

RECORD OWNER

APN 079-371-09: THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY.
APN 079-371-12:-BRILL C. PAET AND MARIA C. PAET, AS CO-TRUSTEES APN 079-371-13: OF THE AMEUR TRUST, U/A DATED FEBRUARY 4, 2019.
APN 079-371-15: BUSCH, CARR AND MCADOO, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; GARDEN LANE, A LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT WALLACE TRUST DATED SEPTEMBER 6, 2013, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AS TO AN UNDIVIDED ONE-NINTH INTEREST; C. VICTOR CARICHNER AN UNMARRIED MAN AND EMERY C. JORDAN, A SINGLE MAN, AS TO AN UNDIVIDED TWO- NINTHS INTEREST; LLOYD S. WHALEY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED ONE-NINTH INTEREST AND JAMES L. WAGONER AND RUTH ANN WAGONER, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-NINTH INTEREST.
APN 079-371-26: MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT APN 079-371-27: WALLACE TRUST DATED SEPTEMBER 6, 2013.
LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGAL DESCRIPTIONS.

EASEMENT NOTES

SEE SHEET 3 FOR EASEMENT INFORMATION.

BASIS OF BEARING

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

DATUM STATEMENT

DATUM STATEMENT: COORDINATES SHOWN ARE BASED OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

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

BENCHMARK

BENCH MARK: ORANGE COUNTY VERTICAL CONTROL BM = 1B - 74 - 69ELEVATION 59.20 (NAVD88) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM A GROUND SURVEY ON AUGUST 14, 2019.

UTILITIES

WATER	GOLDEN STATE WATER COMPANY(909)	394-2275
SEWER	CITY OF STANTON	890-4205
STORM DRAIN	CITY OF STANTON	890-4205
GAS	.SO.CAL.GAS COMPANY	634-3262
ELECTRICAL	. SOUTHERN CALIFORNIA EDISON	458-4423
CABLE	.AT&T CALIFORNIA	618-9125

FLOOD ZONE DESIGNATION

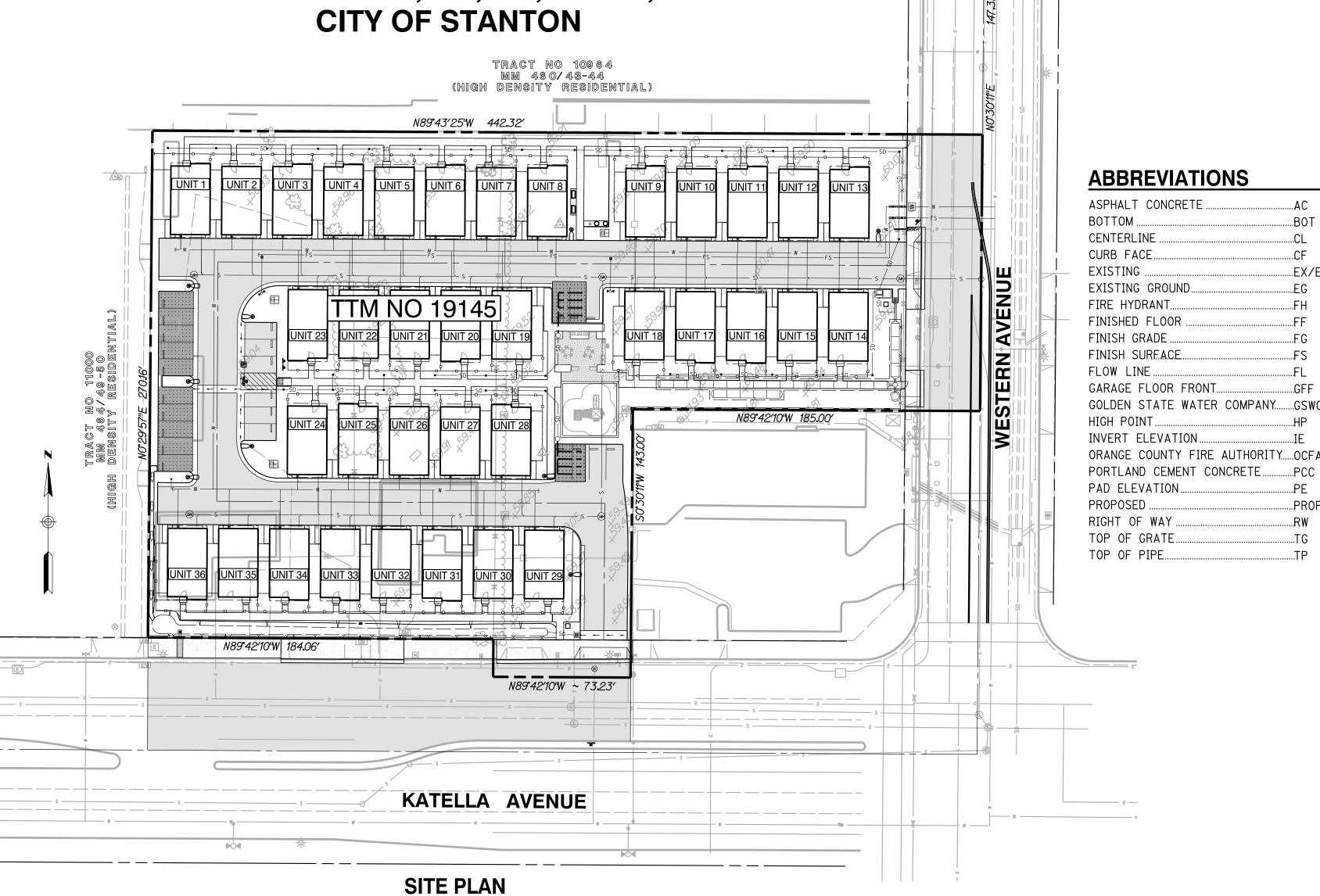
ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06059C0117J DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

	REVISIONS							
NO.	DATE	DESCRIPTION	APP.					
1	2/11/21	1ST SUBMITTAL						
2	4/9/21	2ND SUBMITTAL						
3	5/13/21	3RD SUBMITTAL						
4	6/8/21	4TH SUBMITTAL						

SITE SUMMARY

10941 & 10921 WESTERN AVENUE SITE ADDRESS: 7401, 7421 & 7455 KATELLA AVENUE CITY OF STANTON, CA 90680 ASSESSOR PARCEL NO. (APN): 079-371-09,-12,-13,-15,-26 &-27 LAND USE: EXISTING: SINGLE FAMILY HOUSES AND VACANT PROPOSED: SINGLE FAMILY DETACHED CONDOMINIUMS ZONING: EXISTING: RH (HIGH DENSITY RESIDENTIAL) & GENERAL MIXED-USE OVERLAY (GLMX) PROPOSED: RH (HIGH DENSITY RESIDENTIAL) & GENERAL MIXED-USE OVERLAY (GLMX) GENERAL PLAN: EXISTING: HIGH DENSITY RESIDENTIAL PROPOSED: HIGH DENSITY RESIDENTIAL NO. OF LOTS: EXISTING: 6 PROPOSED: SITE AREA: GROSS: 2.555 ACRES (111,296 SF) - INCLUDES 0.468 ACRES (20,415 SF) OF PUBLIC RIGHT OF WAY. PROPOSED DWELLING UNITS: 36 DENSITY: GROSS: 16 DU/AC

APN 079-371-09, -12, -13, -15 -26, -27



SCALE: 1"=40'



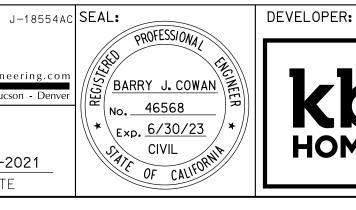
36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707

San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Den PREPARED UNDER THE DIRECTION OF:

BARRY J.COWAN, RCE #C46568

5-27-2021 DATE

rickengineering



1	W.CERRITOS AVENUE	1 1
	W. CLINITOS AVLINUE	++
Â	BOCK AVENUE	-
	LOWDEN STREET	
	SYRACUSE AVENUE	
STREET	SITE A AVENUE	VESTERN AVENUE BEACH BOULEVARD
'IEW	CITY OF STANTON	BO BO
VALLEY VIEW	ORANGEWOOD AVENUE	WESTERN BEACH B
		BE WE
VALLI	CHAPMAN AVENUE	
	\sim	
	22	
	VICINITY MAP	

LEGEND

..BOT

....PCC

..PROF

...RW

...TG

ΤP

...EX/EXIST

PROJECT BOUNDARY RIGHT-OF-WAY PROPOSED EASEMENT CENTER LINE PROPOSED WATER PROPOSED WATER SERVICE LATERAL PROPOSED SEWER PROPOSED SEWER SERVICE LATERAL PROPOSED SEWER SERVICE LATERAL PROPOSED STORM DRAIN PROPOSED CONTOUR PROPOSED 42" HORIZONTAL FENCE PROPOSED 42" PRIVATE YARD FENCE PROPOSED CURB	
PROPOSED CONCRETE	
PROPOSED PRE-CAST POROUS CONCRETE	
PROPOSED ASPHALT CONCRETE	
PROPOSED CONCRETE PAVERS PROPOSED WATER VALVE PROPOSED FIRE HYDRANT PROPOSED BACKFLOW PREVENTER PROPOSED SEWER MANHOLE PROPOSED SEWER CLEANOUT PROPOSED TRANSFORMER PROPOSED AREA DRAIN PROPOSED LIGHT POLE PROPOSED LIGHT POLE PROPOSED UNDERGROUND DETENTION CHAMBERS	
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CITY OF STANTON

COUNTY OF ORANGE

KB HOME COASTAL 9915 MIRA MESA BLVD, **kb** SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK HOME

TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145 KATELLA ASSEMBLAGE TITLE SHEET

KATELLA AVENUE, STANTON, CA 90680

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		RCEL A: (APN: 079-371-12) E NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF	
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	ALS	O FEET OF THE EAST 20.00 FEET THEREOF. O EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK	
	EXC	NT OF BEGINNING. EPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH OO FEET OF THE EAST 20.00 FEET THEREOF.	
	QUA N89	F OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST RTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, °36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE NT OF BEGINNING.	
	FEE FEE	RTER OF SAID SECTION 23; THENCE, S89°37′28″W, DISTANT 73.22 T ALONG SAID SOUTH LINE; THENCE, NOO°10′48″W, DISTANT 330.16 T TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH F OF THE FAST 10 00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST	
	SO0 330	E OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, °09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST PTER OF SAID SECTION 23, THENCE SAGE 37'28"W DISTANT 73 22	
	TOW 589	THEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT °36'33'W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST	
	SOU	INNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE TH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE THEAST OWARTER OF THE SOUTHWEST OWARTER OF SAUD SECTION 23	
	PAR FEB	TITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED RUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE NTY, AND DESCRIBED AS FOLLOWS:	
	OF	T PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS MITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF	
		GAL DESCRIPTION - TITLE REPORT NO. 5887333	

PARCEL 1: (APN: 079-371-26) THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE EAST T ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12' 55" EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36' 45" WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13' 25" WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35' 50" EAST 110.53 FEET TO THE POINT OF BEGINNING.

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 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 SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 258.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0°12′05″EAST 329.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89°36′45″WEST 73.23 ALONG SAID SOUTH WEST QUARTER, THENCE SOUTH 89 36 45 WEST 13.23 ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55" WEST 329.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF BEGINNING

EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

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,	2	4/9/21	2ND SUBMITTAL	
2021	3	5/13/21	3RD SUBMITTAL	
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LEGAL DESCRIPTION - TITLE REPORT NO. 5887331

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

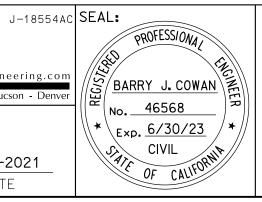
BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35′ 50″ WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.



36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707

PREPARED UNDER THE DIRECTION OF:

San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Den



BARRY J.COWAN, RCE #C46568

5-27-2021 DATE

rickengineering

DEVELOPER:

kb

HOME

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

TENTATIVE TRACT MAP 19145 KATELLA ASSEMBLAGE LEGAL DESCRIPTION

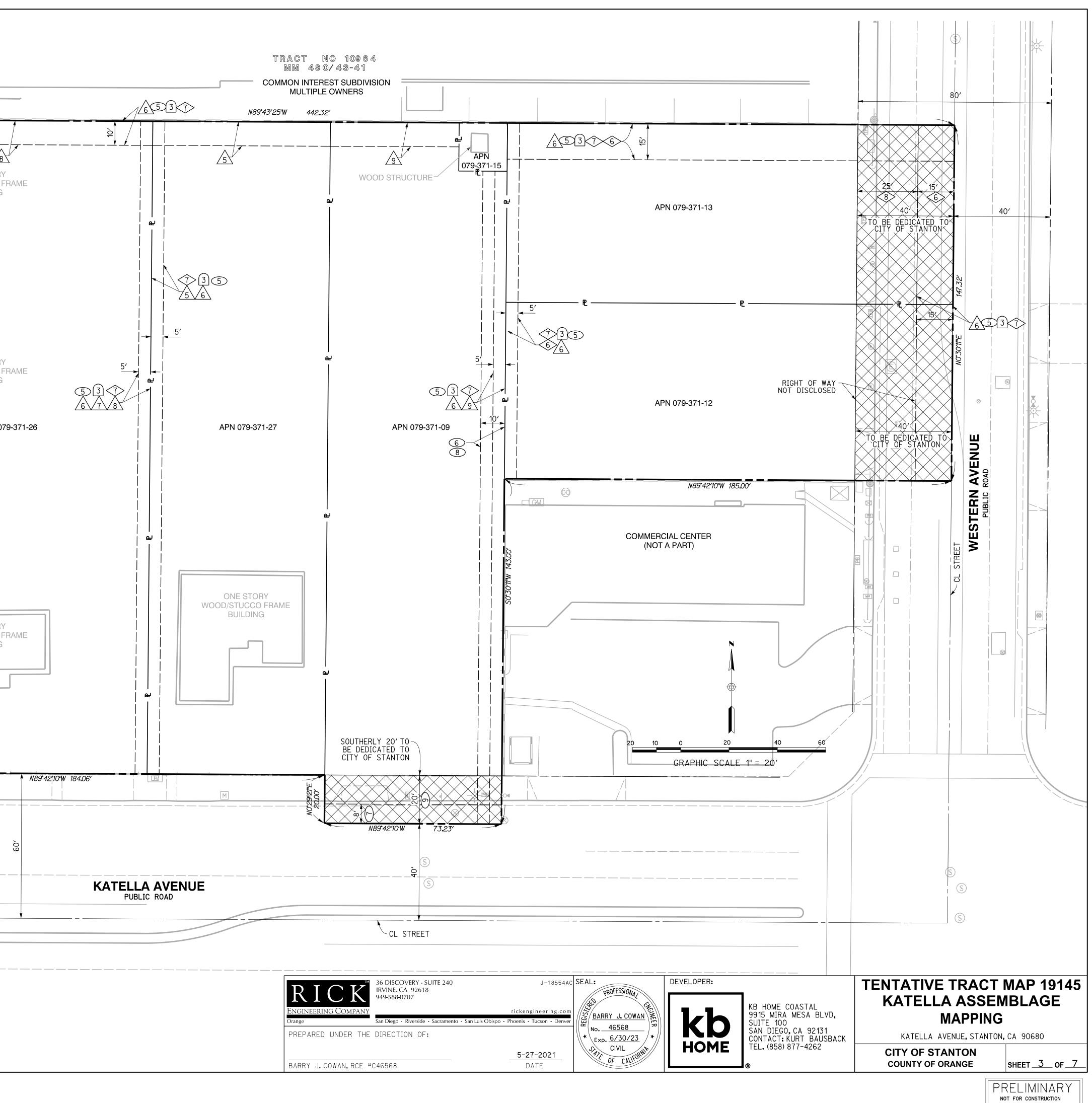
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CITY OF STANTON COUNTY OF ORANGE

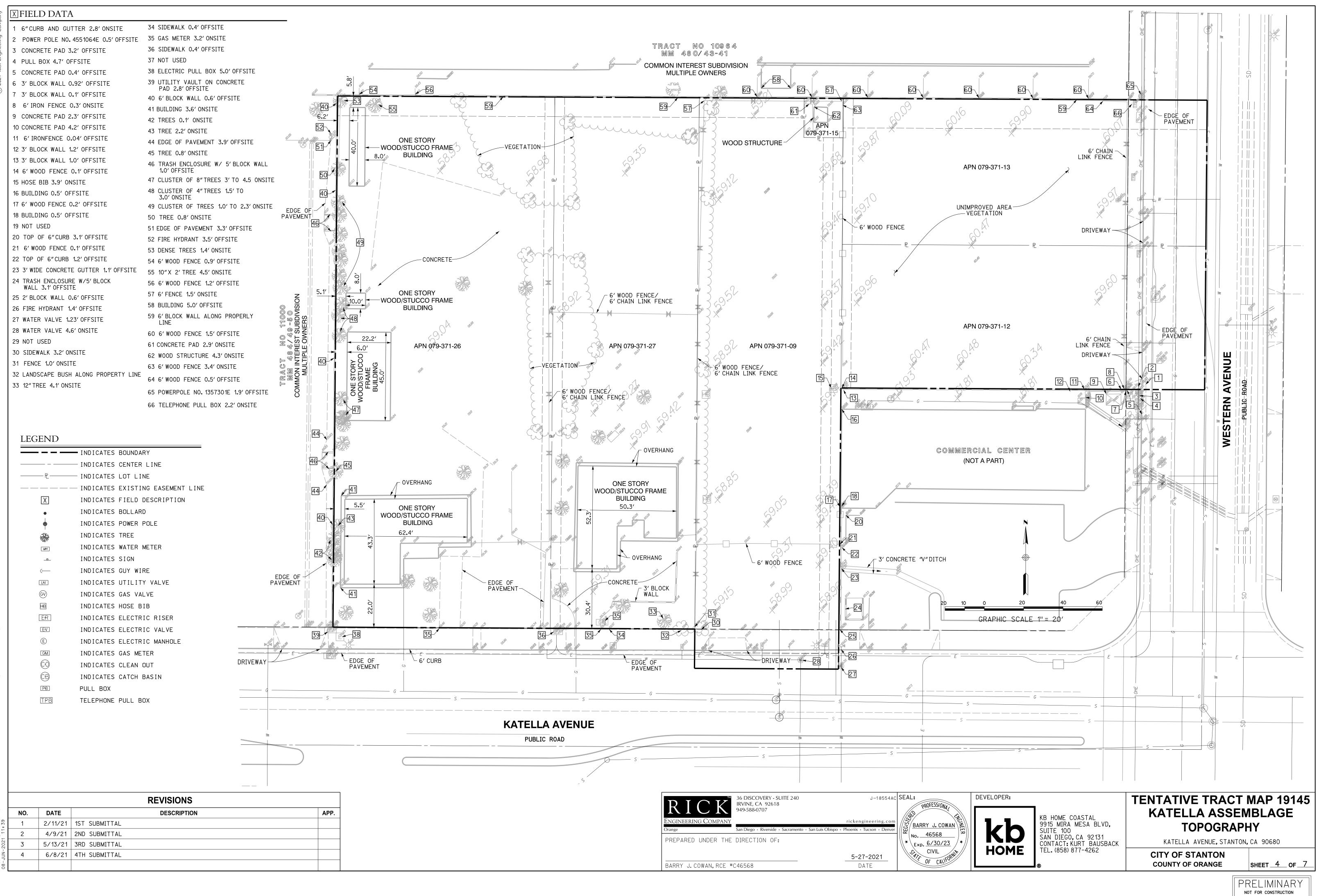
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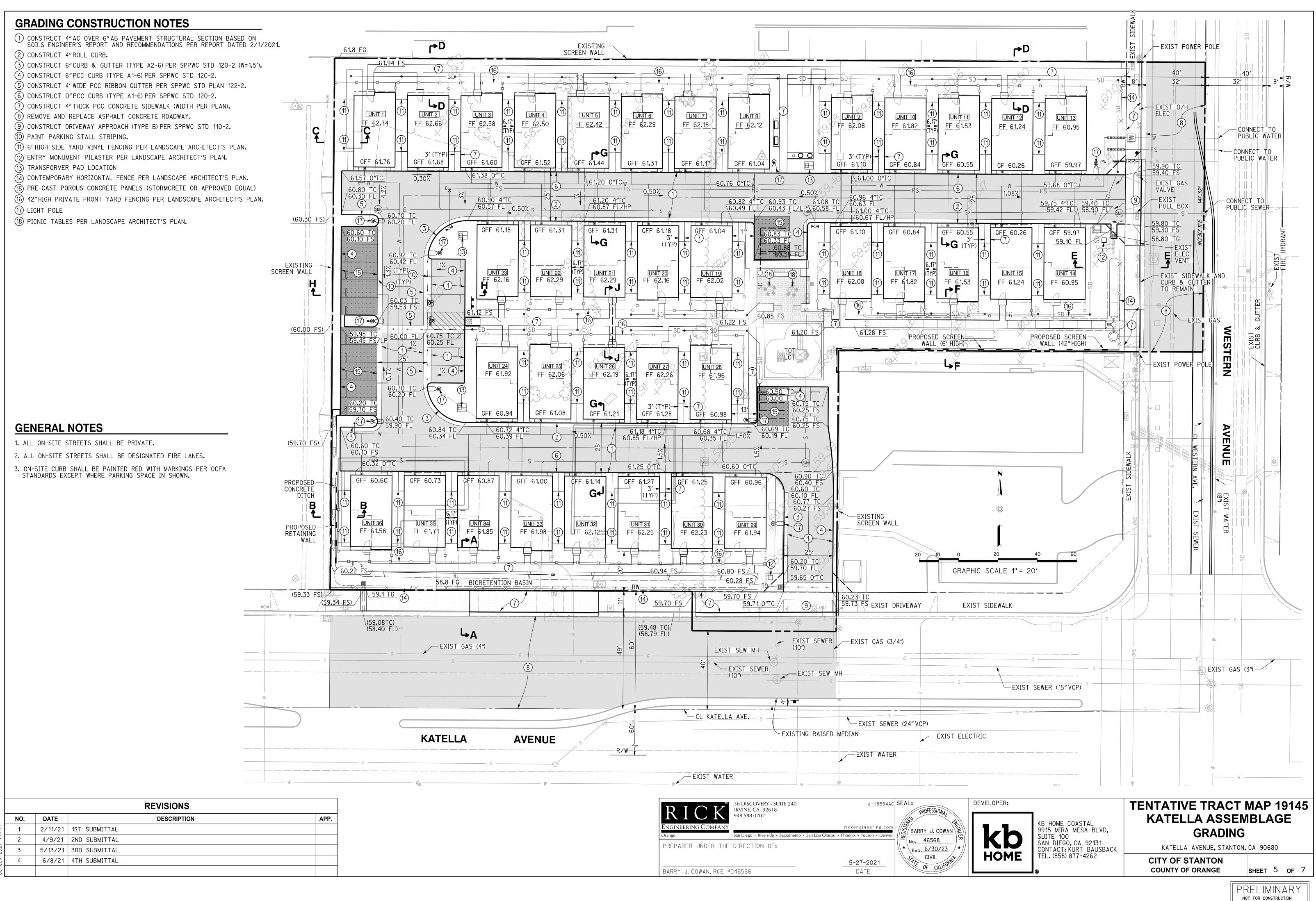
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6	481 OF OFFICIAL	TERMS AND PROVISIONS CONTAINED IN DOCUMEN ENTITLED "AGREEMENT"	PLOTTED T	-		_	
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10	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL	EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	EASEMENT NOT DISCLOSED IN DOC.				
11	AS BOOK 8773, PAGE 900 OF OFFICIAL	EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	NOT PLOTTABLE FROM RECORD				
12	RECORDS OCTOBER 31, 1968 AS BOOK 8773, PAGE 902 OF OFFICIAL RECORDS	EASEMENT FOR OVERHEAD ELECTRICAL SUPPLY SYSTEMS, POLES, GUYS, ANCHORS, CROSSARMS AND INCIDENTAL PURPOSES AFFECTING PARCEL 2	LOCATED WITHIN PUBLIC RIGHT OF WAY-KATELLA AVENUE	 			ONE
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5	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS AND PROVISISO IN DOCUMENT 'DECLARATION RESPECTING WATER AN PIPE LINES AND EASEMENTS"		T R A G T N 0 11000 M M 4 8 4 / 4 9 - 5 0 COMMON INTEREST SUBDIVISION MULTIPLE OWNERS		ORY UCCO E NG	
6	DECEMBER 7, 1954 AS BOOK 2891, PAGE 93 OF OFFICIAL RECORDS	EASEMENTS" EASEMENT FOR PUBLIC UTILITIES, INGRESS, AI EGRESS AND INCIDENTA PURPOSES IN FAVOR OI SOUTHERN CALIFORNIA	ND AL F	□	NO°29'57"E 27016'	ONE STORY WOOD/STUCC FRAME BUILDING	
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8	APRIL 14, 1983 AS INST NO. 83-156289 OF OFFICIAL RECORDS	LAW CITY EASEMENT FOR PUBLIC UTILITIES, INGRESS, AI EGRESS AND INCIDENTA PURPOSES IN FAVOR OI SOUTHERN CALIFORNIA	ND AL				
9	NOVEMBER 29, 2006 AS INST NO 2006000799312 OF OFFICIAL RECORDS	EDISON COMPANY EASEMENT FOR STREET HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON				W	ONE DOD/STL
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4	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL RECORDS	PIPE LINES AND EASEMENTS" EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF LLOY S. WHALEY AND LAVERE	DISCLOSED IN	 			
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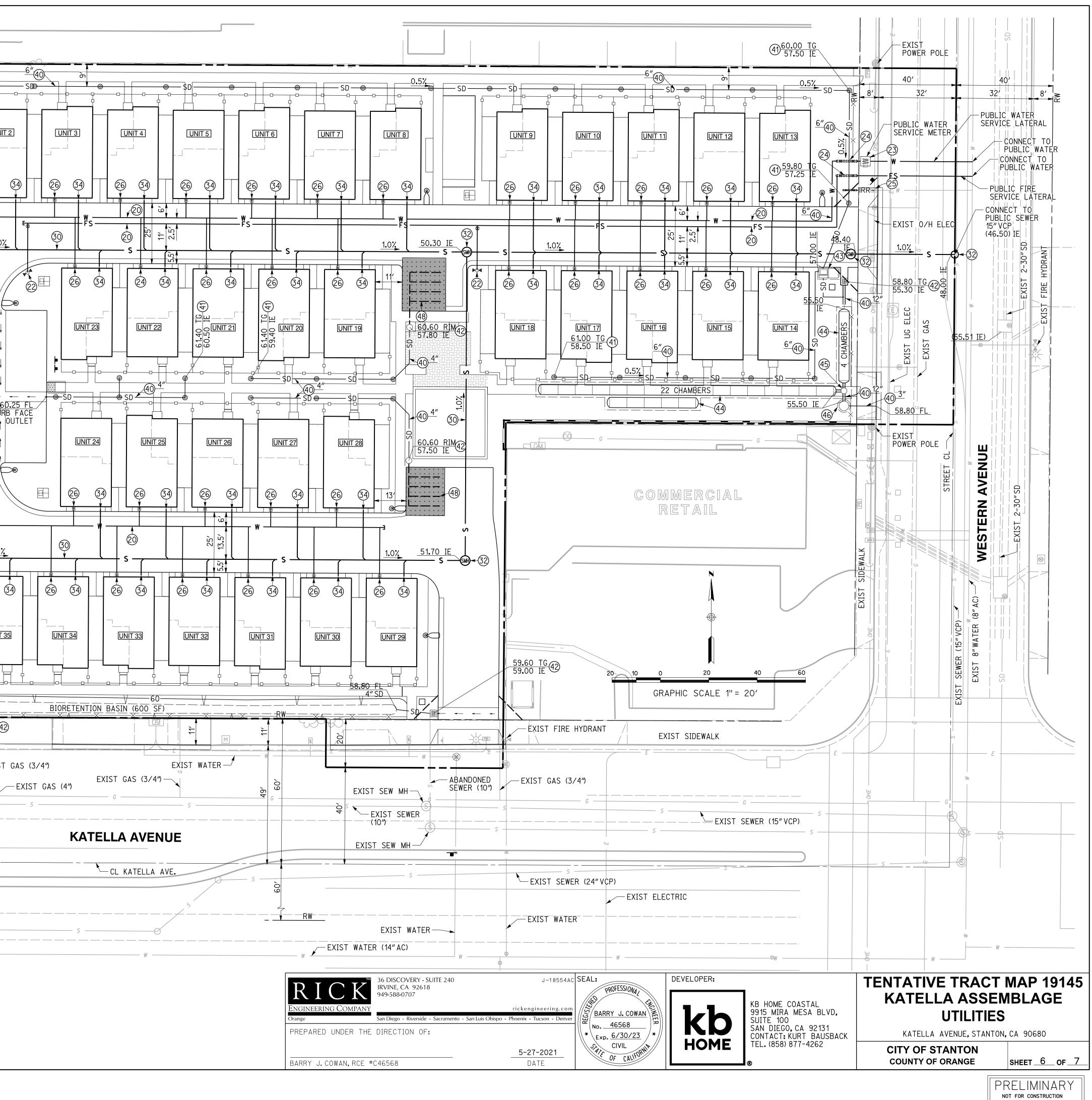
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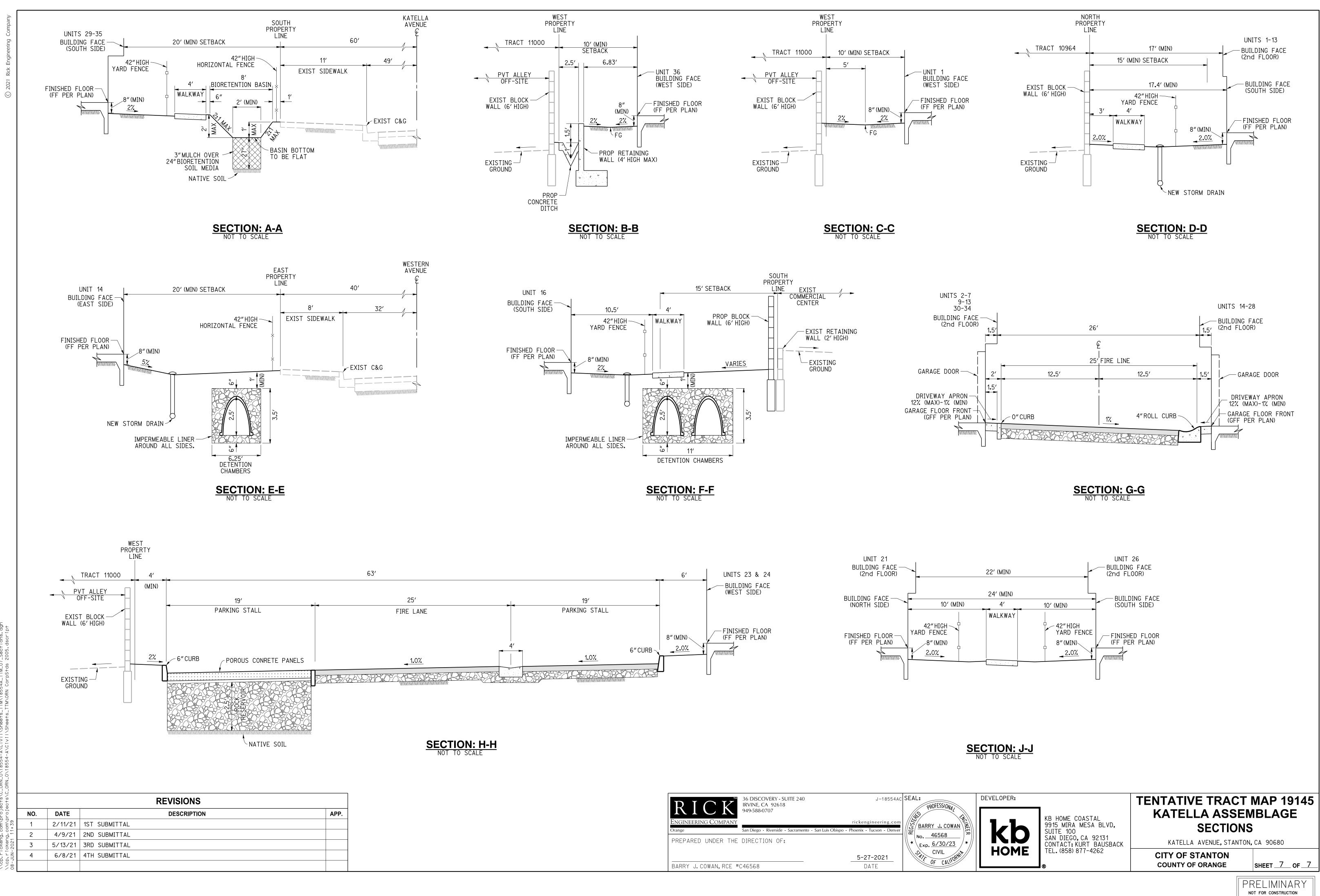


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 WATER CONSTRUCTION NOTES CONSTRUCT 6"PVC (C900) FIRE/DOMESTIC WATER LINE (PRIVA 		/	61.50 TG 59.50 IE
(2) CONSTRUCT 4" COPPER FIRE/DOMESTIC WATER LINE (PRIVATE).		0.5%
 (22) CONSTRUCT FIRE HYDRANT (PRIVATE) PER GSWC STD DWG NO (23) 6" METER WITH BYPASS PER GSWC STD DWG NO P-30. 	P-8.	p	
$\overset{\frown}{24}$ 6" backflow assembly per gswc std dwg no P-35B.	FOR	1	
ON-SITE IRRIGATION SERVICE.			
 26 1"DOMESTIC SUB-METER PER GSWC STD DWG NO P-26. 27 4"BLOW-OFF ASSEMBLY PER GSWC STD DWG NO P-11. 			
			26 34 🗌 26
SEWER CONSTRUCTION NOTES			╶╫ <u>┿</u> ─┨พ╶──┨───
30 CONSTRUCT 6"PVC (SDR-35) SEWER LINE.			32
 (31) CONSTRUCT 4" PVC (SDR-35) SEWER LINE. (32) CONSTRUCT PRECAST SEWER MANHOLE PER SPPWC STD 200- 	-3.		<u>52.50</u> <u>1.07</u>
(33) NOT USED(34) CONSTRUCT 4" SEWER LATERAL PER SPPWC STD PLAN 222-2.			IE IE
O CONSTRUCT T SEMER EATERAL FER SIT NO STO FERN ELE EN	•		
STORM DRAIN CONSTRUCTION NOTES			
(0) CONSTRUCT PVC STORM DRAIN PIPE. SIZE PER PLAN.			
 (4) CONSTRUCT 6"LANDSCAPE AREA DRAIN. (42) CONSTRUCT 24"X24" GRATE INLET. 			
$\overbrace{43}$ FURNISH AND INSTALL MODULAR WETLAND SYSTEM LINEAR 2.	111		
 (44) CONSTRUCT UNDERGROUND DETENTION CHAMBER SYSTEM (STO SYSTEM SHALL BE LINED WITH IMPERMEABLE LINER. (45) CONSTRUCT 30"NYLOPLAST DRAINAGE BASIN WITH SOLID COV 			dŪF
 (45) CONSTRUCT SO NTEOPLAST DRAINAGE BASIN WITH SOLID COV (46) FURNISH AND INSTALL 4' DIAMETER REINFORCED PRECAST CO PRECAST MANHOLE BASE. FURNISH AND INSTALL TWO SUBMEF 	NCRETE MANHOLE AND		
(47) CONSTRUCT CONCRETE DITCH.			
(48) CONSTRUCT 4"PVC PERFORATED PIPE.		59.	<u>70 FL</u>
			w
		Ţ	32 <u>53.90 IE</u> <u>1.07</u>
GENERAL NOTES		(47)-	
1. SOURCE OF WATER SUPPLY SHALL BE GOLDEN STATE WATER C	COMPANY.		
2. ON-SITE WATER SHALL BE PRIVATE UNLESS OTHERWISE NOTED			
 ON-SITE SEWER SHALL BE PRIVATE UNLESS OTHERWISE NOTED ON-SITE STORM DRAIN SHALL BE PRIVATE. 	•		UNIT 36
TE ON SITE STORM DRAIN SHALL DE TRIVATE.			
	\otimes	58.80 FL	<u>V</u> V
	(<u>59.33</u>	FS) /(59.34 FS)	59.10 TG 3" 58.56 IE
		/(<u>59.34 HS)</u> /	40 <u>3</u> 30.30 IE C
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CARLSBAD FRESNO IRVINE LOS ANGELES PALM SPRINGS POINT RICHMOND RIVERSIDE ROSEVILLE SAN LUIS OBISPO

June 9, 2021

Kurt Bausback For KB Home Coastal 9915 Mira Mesa Blvd., Suite 100 San Diego, CA 92131

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

Dear Mr. Bausback:

LSA is pleased to submit this letter to KB Home Coastal in support of a Class 32 Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) for the proposed Katella Assemblage Infill Residential Project (project). The proposed project is located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue on Assessor's Parcel Numbers (APNs) 079-371-09, -12, -13, -15, -26, and -27 in the City of Stanton (City), Orange County (County), California. The proposed project involves demolition of existing on-site structures and construction of an infill residential development comprised of 36 detached units and 113 parking spaces, including 18 tandem spaces, within the project site.

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

PROJECT DESCRIPTION

Existing Project Site

Figure 1, Project Location, shows the location of the project site. The approximately 2.6 gross acre¹ L-shaped project site wraps around APN 079-371-32, which is at the northwest corner of Katella Avenue and Western Avenue and is currently operating as a commercial strip mall. This parcel is not a part of the project site and would remain in place.

The western portion of the project site is partially developed with two one-story single-family homes, several small accessory structures, several mature trees, and scattered vegetation. One of the homes is currently occupied and the other is abandoned. The central portion of the project site is developed with the Stanton Community Garden. The northeastern portion of the project site is undeveloped. An existing on-site well is located on the northern boundary of the project site that has nine ownership interests. The well would be abandoned with the development of the project site, and KB Home is currently finalizing the purchase of the individual interests based on the appraised value of the well.

²⁰ Executive Park, Suite 200, Irvine, California 92614 949.553.0666 www.lsa.net



¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

In its existing condition, the project site is underutilized, and the existing uses do not represent the highest and best use of the site given the site's location at a large intersection (Western Avenue and Katella Avenue) and the need for a variety of housing choices in the City.

The project site is bounded to the north by a multi-family residential development, to the east by Western Avenue and commercial and multi-family residential uses beyond, to the south by Katella Avenue and commercial uses and a hotel beyond, and to the west by multi-family residential uses and a mobile home park. Regional access to the project site is provided by State Route 39 (SR-39 [Beach Boulevard]), which is approximately 0.5 mile east of the project site; State Route 22 (SR-22), approximately 2.0 miles south of the project site; and State Route 91 (SR-91), approximately 3.6 miles north of the project site.

Proposed Project

The proposed project includes the demolition of all on-site existing structures and the Stanton Community Garden. All on-site trees would be removed as part of project implementation. Additionally, the project includes construction of a stand-alone residential development, comprised of 36 detached residential units and 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site. In addition to the 95 parking spaces, there will be an additional 18 tandem parking spaces provided (each garage of the three-bedroom units will feature this tandem space). Including the tandem spaces, a total of 113 spaces would be provided. The proposed density is 16 dwelling units per acre (du/ac). Figure 2, Site Plan, shows the site plan prepared for the proposed project.

The proposed development would include 18 three-bedroom units (1,771 square feet [sf] each) and 18 four-bedroom units (1,931 sf each). The proposed residential building area would total 66,636 sf. The residential units would not exceed three stories in height. Three-bedroom units would include a three-car garage (comprised of two standard spaces plus one tandem space) four-bedroom units would include a two-car garage, and guest spaces would be provided at four locations along the western portion and at the center of the project site. All units would include central air conditioning. A proposed lot merger would combine the six existing parcels into one parcel. Approval of the proposed subdivision map would authorize the establishment of the 36 detached units.

Zoning and General Plan Designations

According to the City's Zoning Map, the project site's base zone is High Density Residential (RH). Allowable uses within the RH zone include residential developments with a minimum of 11 du/ac and a maximum of 18 du/ac, as well as complementary uses such as schools, parks, libraries, and public facilities. The project site is also located within the General Mixed-Use (GLMX) Overlay Zone, which is intended to provide walkable activity centers that serve surrounding single-family residential neighborhoods with a mix of retail, office, service, and additional multi-family residential uses. According to Section 20.230.020.A.1.b of the City's Municipal Code, new projects in the GLMX Overlay Zone may be developed in compliance with the existing underlying base zone, provided that all standards and requirements of the underlying base zone are met, or alternatively, may be developed as mixed use projects. The project is proceeding in compliance with the RH base zone, rather than as a mixed use development. A Planned Development Permit (PDP) is being requested to ensure that the proposed project reflects a high standard of environmental and aesthetic quality; the proposed project is an efficient, highest and best use for the project site by providing a needed and diverse

housing type on an underutilized site. The PDP allows for modifications of development standards where doing so provides for a more efficient use of land and better living environment, ensures high standards of environmental quality and/or provides for enhanced amenities. As described herein, flexibility from certain development standards pursuant to a PDP will result in a superior design, enhanced amenities and environmental (green) amenities that could not otherwise be provided. . With approval of the PDP, the proposed project would be consistent with all development standards applicable to the RH base zone.

According to the City's General Plan Land Use Map, the project site has a General Plan land use designation of GLMX, which allows vertical and horizontal mixed-use up to three stories in height, and an allowable density of 45 du/ac, or up to 160 residents per acre. The GLMX designation does not require mixed-use development. Accordingly, the proposed project is consistent with the General Plan even though it only contemplates residential uses. The existing commercial strip mall that will remain in place adjacent to the project site furthers the vision of horizontal mixed-use contemplated for the GLMX designation. Therefore, the project, as a stand-alone residential development, is consistent with the existing zoning and General Plan land use designations.

Walls and Fencing

Upon project implementation, existing walls on the northern and western project site boundaries and walls adjacent to the commercial uses would remain in place. The wall height along the front setback would be a maximum of 42 inches. Fencing for individual units would include 6 ft high vinyl fences between units, as well as 42-inch high fences enclosing private front yards.

Landscaping and Amenities

The proposed project would include landscaping features throughout the project site, which would create aesthetically pleasing spaces for residents and act as a buffer for adjacent land uses. Along the project site's northern boundary, fourteen 24-inch box trees would be planted in order to screen and create separation and privacy with the existing Western Meadows condominium subdivision north of the site. A grassy, passive play area would be provided at the center of the project site. Common open space areas and walkways are incorporated into the project design to ensure effective pedestrian circulation and safety. On-site amenities would include a tot lot with structure and sail-shade cover, several picnic tables and barbeque grills, and a dog park with synthetic turf, benches, trash and recycle bins, and dog waste stations for resident use.

Per the City's Municipal Code, a minimum of 30 percent of the total site area (or 33,388.8 sf) is required to be common open space and a minimum of 250 sf of private open space is required per unit. The proposed project would provide 14,474 sf of common open space (comprising 13 percent of the project site). With approval of the PDP, the project would conform to the City's open space requirements. Additionally, the proposed project would include 11,735 sf of private open space, which is greater than the required 250 sf of private open space per unit.

The project's detached unit design allows for superior private outdoor space for each resident. While the building separation required by the City's Municipal Code is 30 ft, the project consists of a detached clustered product and the minimum 6 ft between habitable structures allows for private outdoor space for the prospective homeowner that exceeds the minimum private open space requirement of 250 sf per unit. This feature is considered to be superior and more desirable to residents compared to the larger common area features required by the Municipal Code, particularly in light of the changing lifestyle choices due to the ongoing COVID-19 pandemic.

Construction and Grading

Project construction would last approximately 22 months, beginning in October 2021 and ending in July 2023. Construction would include demolition of the existing on-site structures, vegetation removal, grading, building construction, and the installation of landscaping and irrigation, lighting, storm drain facilities, and underground utilities. The maximum finished grade would be approximately 1 foot (ft) above existing grade, and approximately 3,000 cubic yards (cy) of soil import is anticipated to be required. Utility trenching would require excavation of up to 11 ft below existing grade. It is assumed that construction would utilize standard construction equipment and techniques, and no specialized construction equipment would be necessary to construct the proposed project.

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

Site Access

In its existing condition, the project site is accessible via three driveways along Katella Avenue and two driveways along Western Avenue. Pedestrian access is provided via sidewalks along Katella Avenue and Western Avenue.

Following project implementation, the site would be accessible via two driveways: one along Katella Avenue and the other along Western Avenue. The project site would be served by one internal private street that loops around the site, terminating at Katella Avenue and Western Avenue. The internal private street would provide sidewalks for pedestrian use. The residential development would also include three internal walkways along each row of housing units, which would provide pedestrian access to the units.

Water Quality

According to the Water Quality Management Plan (WQMP) (Rick Engineering Company, April 2021) prepared for the project, the existing site is relatively flat with elevations that vary from approximately 61 ft above mean sea level (amsl) in the northwest corner of the site to 59 ft amsl along the southern portion of the project site adjacent to Katella Avenue. Runoff in the eastern portion of the site generally sheet flows from the west towards the east and onto Western Avenue. Runoff in the south and onto Katella Avenue. No off-site runoff flows onto the project site.

In its existing condition, approximately 1.3 net acres (61 percent) are comprised of pervious surface area, and approximately 0.8 net acre (39 percent) is comprised of impervious surface area. Upon project implementation, approximately 0.64 net acre (30 percent) would be pervious area and approximately 1.46 net acres (70 percent) would be impervious, representing a decrease in pervious surface area and an increase in impervious surface area of approximately 0.66 net acre (31 percent).

The proposed project would include the following water quality features: a bioretention basin located along the site's southern boundary adjacent to Katella Avenue; a modular wetland located along the

site's eastern boundary; an underground detention system located at the eastern side of the project site near Western Avenue; and three permeable pavement locations at the guest parking spaces along the site's western boundary and at either side of the tot lot in the center of the site. These proposed water quality features would be maintained by the Homeowner's Association (HOA).

Utilities

In the existing condition, the project site is served by domestic water, sewer, and gas mains within Katella Avenue and Western Avenue. Electricity is undergrounded within Katella Avenue and provided by overhead power lines along Western Avenue. There are private utility lines present beneath the project site that would be removed during demolition and/or grading. There may also be underground septic systems that would need to be removed and/or abandoned under the direction of the City's Public Works Department.

As part of the project, proposed domestic water and sewer laterals would connect the project site to the existing mains along Katella Avenue and Western Avenue. Proposed private water and sewer lines would be installed within the private streets and connect to all units on the project site. Electricity lines would be undergrounded within the project site and connect to existing electric mains along Katella Avenue and Western Avenue. The proposed project would feature the use of solar panels on all residential units, as required by the California Green Building Standards Code (California Code of Regulations [CCR], Title 24, Part 11 - CALGreen). Two fire hydrants are proposed within the project site. No natural gas connections would be included as part of the project. Domestic water service would be provided by Golden State Water Company. Sewers and storm drains are maintained by the City's Public Works Department. Electricity service would be provided by Southern California Edison.

Green Features

The following green features are included as part of the project and reflect the high level of environmental quality and design:

- 3.4 kW (kilowatt) Vivent Solar owned by each homeowner
- Phyn Plus smart water assistant and shutoff
- HALO LED (light-emitting diode) in-duct, whole home air purification system
- POWER-PIPE heat exchanger for drain water heat recovery
- Rheem Hybrid Electric Water Heater
- Solar battery back-up storage
- Energy Star certified and WaterSense labeled home

The project's design, including the detached units with garages, allow the space for these green features. Green features reduce the overall cost of homeownership and create a design with a more friendly carbon footprint than a multi-family development with large, covered parking areas and a large common space. With the inclusion of these green features, the project efficiently incorporates modern site planning techniques, thereby resulting in a more efficient use of land that would otherwise not be possible through strict application of the development standards.

Planned Development Permit

The project meets the purpose of the PDP in that it:

- Meets high quality standards exceeding what would be provided under strict application of the development standards.
- Utilizes modern site planning to provide additional housing opportunities on a large underutilized residential lot(s). Flexibility contemplated through the PDP enables the project Applicant to provide detached condominium units that function and feel like single-family residences, rather than a large building containing multiple dwelling units within it. This is a product type that is not abundantly available in the City and contributes to the need for a diverse supply of housing types.
- Utilizes high quality architectural designs and materials, and incorporates varying architectural treatments including wall offsets and significant vertical and horizontal articulation on the elevations of the homes.
- Incorporates extensive landscaping, enhanced paving, landscaped edges, and a blend of common and private outdoor space that provides a sense of place within the development (project site as a whole).
- Utilizes modern Green features to design a project that is environmentally conscious while reducing the overall cost of homeownership.

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

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

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

According to the City's General Plan Land Use Map, the project site has a General Plan land use designation of GLMX, which allows vertical and horizontal mixed-use up to three stories in height, and an allowable density of 45 du/ac, or up to 160 residents per acre. The proposed stand-alone residential development would have a maximum height of three stories and a density of 17.1 du/ac. Further, the GLMX designation does not require mixed-use development. As such, the proposed project would be consistent with the intent of the GLMX General Plan land use designation.

As stated previously, the project site's base zone is RH. Allowable uses within the RH zone include residential developments up to 18 du/ac, as well as complementary uses such as schools, parks, libraries, and public facilities. The proposed project is for 36 detached residential units with a density of 17.1 du/ac, which is considered an allowable use under the RH zone. The project site is also located in the GLMX Overlay Zone; however, the project would be developed in compliance with the RH base zone. With approval of the PDP, as discussed below, the proposed project would be consistent with all development standards applicable to the RH base zone.

The proposed project conforms to applicable development standards in the City's Zoning Code in terms of lot dimensions, density, structure/impervious surface coverage, height, dwelling unit sizes,

LSA

and certain setbacks. With approval of the PDP authorizing flexible application of development standards, the project would conform to the Zoning Code in relation to certain setbacks, separation distance between structures, and parking. The Zoning Code allows approval of a project that does not meet certain otherwise applicable development standards if a PDP is approved to ensure that high standards of design are met and that the project is consistent with the intent of the Zoning Code. The project conforms to the front setbacks, interior side setbacks, and the majority of the rear setback specified for the RH zone. The rear setback along the project site's western boundary would be greater than 25 ft along most of the boundary. At the two westernmost units (Unit 1 and Unit 36, as shown on Figure 2), the setback would be 10 ft, which is below the minimum requirement. Only 29.6 percent of the setback along the project site's western boundary would have this reduced setback of 10 ft. However, these locations are adjacent to a private road serving the neighboring multi-family development. The private road and an existing wall would enhance the separation between uses and reduce the need for a full 15-ft setback along this shared property line. The remainder of the western site boundary is designed with guest parking stalls to minimize the impact with the neighboring use and has a setback of 70 ft to the nearest building. As such, a reduced setback at these locations would not adversely affect neighboring uses. Additionally, the proposed buildings would be set back further than what is required throughout most of the project site, with the intent of easing the transition between the project and adjacent uses. Furthermore, landscaping elements have been incorporated throughout the project to create separation between the project and the surrounding uses. For example, while the setbacks meet the City's Municipal Code along the site's northern boundary, project design includes fourteen 24-inch box trees to screen and create separation and privacy with the existing Western Meadows condominium subdivision north of the project site.

The proposed project would include a minimum separation distance between residential units of approximately 6 ft, which meets California Building Code requirements. As designed, the proposed project would be deficient related to the separation distance between units. While the building separation required by the City's Municipal Code is 30 ft, the project consists of a detached clustered product and the minimum 6 ft between habitable structures allows for private outdoor space for the prospective homeowner that exceeds the minimum private open space requirement of 250 sf per unit. Additionally, the project's detached unit design allows for superior private outdoor space for each resident. This feature is considered to be superior and more desirable to residents compared to the larger common area features required by the Municipal Code, particularly in light of the changing lifestyle choices due to the ongoing COVID-19 pandemic. Further, with approval of the PDP, this separation distance would be allowable.

The proposed project would provide 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site, which is less than the 147 spaces required by the City's Municipal Code. In addition to the 95 parking spaces, there will be an additional 18 tandem parking spaces provided (each garage of the three-bedroom units will feature this tandem space) for a total of 113 spaces on site. The City's Municipal Code does not allow for tandem parking spaces to count towards the total parking supply, but the physical reality is that the tandem parking design results in an additional 18 parking spaces beyond what is recognized by the City's Municipal Code. With a proposed parking supply of 95 spaces (72 garage spaces plus 23 guest spaces, but excluding the 18 tandem spaces), the project would have a parking deficit of 52 spaces based on the City's Municipal Code. With a proposed parking supply of 113 spaces (92 garage spaces including the 18 tandem spaces plus 23 guest spaces), the project would have a parking deficit of 34 spaces. According to the Parking Analysis (LSA, May 2021) prepared for the project, although the project would require 147 parking spaces per the City's

Municipal Code, the proposed 113-space parking supply for the 36 multi-family units is within the range of demand expected for the use, which is based on industry standards and other nearby cities' parking requirements. Further, KB Home's Lighthouse Infill Residential Project (Lighthouse Project) located at 10871 Western Avenue north of the proposed project, offers the same product type being proposed by the project and the same parking configurations at a similar overall parking rate as currently proposed for the project. To date, 22 of the 40 units at the Lighthouse Project subdivision have been sold. As discussed in the 2021 Parking Analysis, based on survey data collected from the existing Lighthouse Project buyers, 50 percent of the buyers are either married or single without children, and the remaining 50 percent are either married or single with children. The median household size is two persons, with 80 percent of the households comprised of three or less persons. Based on these survey data, it can be reasonably assumed that these households would have two cars each and would be adequately served by a 2 or 3 car garage.

Based on the 2021 Parking Analysis, the proposed parking supply would be sufficient to accommodate the parking demand of the 36 multi-family units, and therefore, the proposed project would be consistent with the intent of the City's parking requirements. The adjustments allowed to the development standards by the PDP mentioned above will allow the property to be developed effectively and thoughtfully and will encourage infill development in the City. Therefore, with approval of the PDP, the proposed project would be consistent with all applicable development standards in the City's Zoning Code.

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

The approximately 2.6 gross acre project site is currently developed. The western portion of the project site is partially developed with two one-story single-family homes, several small accessory structures, several mature trees, and scattered vegetation. One of the homes is currently occupied and the other is abandoned. The central portion of the project site is developed with the Stanton Community Garden. The northeastern portion of the project site is undeveloped.

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

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

As stated previously, the project site is developed with two one-story single-family homes, several small accessory structures, and the Stanton Community Garden. The northeastern portion of the project site is undeveloped. The project site is located in an urbanized area primarily characterized by residential and commercial uses. The project site has been graded for the development of the two single-family homes and is surrounded by urban development. Existing on-site habitiat is not considered to have any value for endangered, rare, or threatened species. Further, the on-site habitat does not provide a wildlife corridor as the site is completely surrounded by urban development. The

City does not have any tree protection ordinances or other requirements related to the protection of biological resources that would apply to the project.

There are several mature trees within the project site, which will be removed upon project implementation. On-site tree species include the following: four Tree-of-Heaven (*Ailanthus altissima*), one silk tree (*Albizia julibrissin*), two Aleppo pine (*Pinus halepensis*), two California pepper (*Schinus molle*), three Chinese elm (*Ulmus parvifolia*), and three Mexican fan palm (*Washingtonia filifera*). The on-site tree species are not considered protected, endangered, rare, or threatened. Therefore, the project site has no current suitable habitat for endangered, rare, or threatened species.

A literature review was conducted to determine the potential occurrence of special-status species plant and animal species within or adjacent to the project area, Database records for the South Gate, Whittier, La Habra, Long Beach, Los Alamitos, Anaheim, Seal Beach, and Newport Beach, California, United States Geological Survey (USGS) 7.5-minute quadrangles were reviewed on February 15, 2021, using the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB) Rarefind 5.¹ The query identified 22 special-status species that are listed as threatened or endangered or that had a 1B or 2B listing. Given the extent of the quadrangles, an aditional query using the CNDDB was conducted to identify which species had been identified within the project vicenty. The following plant and wildife species were identified within a 1-mile radius of the project site: Horn's milk vetch (Astragalus hornii var. hornii), 1B.1; salt spring checkerbloom (Sidalcea neomexican), 2B.2; Brand's star phacelia (Phacelia stellaris), 1B.1; Coulter's goldfields (Lasthenia glabrata ssp. coulteri), 1B.1; and western yellow bat (Lasiurus xanthinus), a species of special concern. Horn's milk vetch and salt spring checkerbloom are known to be extripated from the area, and Coulter's goldfields and Brand's star phacelia are presumed to be extripated from the area. The western yellow bat is know to roost under the dead palm fronds of the palm trees associated with the adjacent or nearby riparian habitats. Habitats associated with the species mentioned above do not occur within the project site and vicinity, and these species are pressumed to not be present.

The proposed project, like all projects, would be subject to the standard provisions of the Migratory Bird Treaty Act (MBTA), which prohibits disturbing or destroying active nests, and Fish and Game Code Section 3503, which protects nests and eggs. Compliance with the MBTA is a regulatory requirement that is required for all projects; it is not considered mitigation as there are no identified impacts to biological resources. It is anticipated that the removal of on-site trees would be accomplished in a manner that avoids impacts to active nests during the breeding season. This would require adherence to standard conditions to comply with the MBTA, including preparation of nesting bird surveys or avoidance of vegetation removal between January 1 and August 31. With compliance with existing regulations, potential impacts to nesting birds would be avoided.

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

The proposed project would not result in significant impacts related to traffic, noise or vibration, air quality or greenhouse gas (GHG) emissions, or water quality, as discussed below.

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¹ Lonnie Rodriguez, LSA Senior Biologist, reviewed the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDB) for evidence of endangered, rare, or threatened species on the project site.

Traffic

A Traffic Analysis (LSA, May 2021) (Attachment C) was prepared to identify the potential traffic and circulation effects associated with the proposed project.

As a result of Senate Bill (SB) 743, the *State CEQA Guidelines* were revised on December 28, 2018, requiring that transportation impacts are to be evaluated based on a project's effect on Vehicle Miles Traveled (VMT) starting July 1, 2020. The City has not yet adopted or established VMT analysis guidelines or thresholds. However, the *Guidelines for Evaluating Vehicle Miles Traveled for the County of Orange* (County VMT Guidelines), dated September 17, 2020, provide recommendations for the VMT analysis of a project. The County recommends VMT screening criteria for small projects. Per the County VMT Guidelines, small projects generating 500 or fewer daily trips are presumed to have a less than significant transportation impact. The Traffic Analysis (Attachment C) determined that the proposed project would generate 187 net new Average Daily Traffic (ADT). Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have a less than significant impact.

Traffic Analysis

The 2021 Traffic Analysis included an operational analysis for the signalized intersection of Western Avenue/Katella Avenue and the proposed unsignalized project driveways. The intersection capacity utilization (ICU) methodology was used to calculate the level of service (LOS) at Western Avenue/Katella Avenue. The *Highway Capacity Manual* (HCM), 6th Edition,¹ methodology was used to determine the LOS and queuing at Western Avenue/Katella Avenue and the proposed project driveways.

Existing traffic counts² were collected in March 2020, prior to the COVID-19 pandemic, during the a.m. (7:00 a.m.–9:00 a.m.) and p.m. (4:00 p.m.–6:00 p.m.) peak hours. Traffic volumes were escalated by 1 percent to account for possible growth and represent a 2021 condition. The Traffic Analysis determined that the intersection of Western Avenue/Katella Avenue is currently operating at satisfactory LOS during both peak hours.

Daily and peak-hour trips for the proposed project of 36 multi-family residential units and the existing occupied single-family home to be removed were calculated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition.³ The proposed project is anticipated to generate 196 ADT, including 13 trips in the a.m. peak hour (3 inbound and 10 outbound) and 16 trips in the p.m. peak hour (10 inbound and 6 outbound). The existing single-family home to be removed generates 9 ADT, including 1 outbound trip in the a.m. peak hour and 1 inbound trip in the p.m. peak hour. The net new trips of the proposed project are 187 ADT, including 12 trips in the a.m. peak hour (3 inbound and 9 outbound) and 15 trips in the p.m. peak hour (9 inbound and 6 outbound).

The project peak-hour traffic volumes entering/exiting the project site were assigned to the proposed project driveways and the intersection of Western Avenue/Katella Avenue based on the project site's proximity to regional arterials and freeways, and were added to the existing traffic volumes to

¹ Transportation Research Board. 2017. *Highway Capacity Manual,* 6th Edition.

² Existing traffic counts were provided by Counts Unlimited and were taken on March 8, 2020.

³ Institute of Transportation Engineers. 2017. *Trip Generation Manual*, 10th Edition.

determine the Existing Plus Project condition. The 2021 Traffic Analysis determined that the intersection of Western Avenue/Katella Avenue and the proposed project driveways are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Project condition.

Based on the results of the Traffic Analysis, the intersection of Western Avenue/Katella Avenue and the proposed project driveways would operate at satisfactory LOS during both peak hours.

Queuing Analysis

A queuing analysis was conducted at the intersection of Western Avenue/Katella Avenue and the proposed project driveways using the HCM, 6th Edition. The purpose of the queuing analysis is to determine the adequacy of the existing turn storage capacity and identify the potential for vehicles to spill back into the through lanes. Vehicle queues currently exceed the storage lengths at the intersection of Western Avenue/Katella Avenue (northbound left-turn and southbound left-turn lanes) during both peak hours. However, the project would contribute less than one vehicle length (25 ft) to each of these queues. The proposed project driveway on Katella Avenue is approximately 130 ft west of the intersection of Western Avenue/Katella Avenue/Katella Avenue. There would be no inbound (westbound right-turn) queues and no outbound (southbound right-turn) queues at the proposed project driveway along Western Avenue. Therefore, the project would not contribute significant queues to any of the study area intersections or turn movements under Existing Plus Project conditions and would not result in any significant queuing along Katella Avenue or Western Avenue.

It should be noted that the project Applicant will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 ft to 175 ft. In addition, the project Applicant will install a No Left Turn (R3-2) sign at the proposed project driveway on Western Avenue to prohibit northbound left turns into the project site. As no queuing impacts have been identified, project mitigation is not required. However, the project Applicant will implement these voluntary measures to address City comments.

Internal Circulation Assessment

According to the 2021 Traffic Analysis, the potential conflict between vehicles and pedestrians could occur at the proposed project driveways along Katella Avenue and Western Avenue. As such, the Traffic Analysis recommended that the proposed project driveways be clear of obstructions so that pedestrians would be visible to the vehicles exiting the project site.

The Parking Design and Development Standards of the City's Municipal Code (Chapter 20.320, Section 070) require multi-family residential driveways serving 11 or more dwelling units to provide a minimum of 12.5 ft in width for one-way traffic and a minimum of 25 ft for two-way traffic. As shown on the site plan, the proposed project driveways and the drive aisles that provide garage access to each dwelling unit have a proposed width of 25 ft. As such, the proposed project driveways and drive aisles meet the City's driveway width standards. The City also requires that parking spaces on site be located so that vehicle maneuvers are at least 20 ft away from a vehicular entrance, as measured from the face of the curb. As shown on the site plan, all of the guest parking spaces are located at least 20 ft from the proposed project driveways. As such, the proposed project complies with the City's standards with respect to parking maneuvering area. Therefore, the 2021 Traffic Analysis concluded

that the proposed project is expected to have minimal conflict with the vehicular and pedestrian internal circulation on site.

Noise

A Noise and Vibration Impact Analysis (LSA, May 2021) (Attachment D) was prepared to satisfy the City's requirement for a project-specific noise impact analysis and to examine the impacts of the proposed noise-sensitive uses on the project site. The primary existing noise sources in the project area are transportation facilities, including Western Avenue and Katella Avenue. Train-related activities associated with the Union Pacific railway corridor, located 840 ft to the east of the project site, also contribute to the existing noise environment in the project vicinity. In addition, operational noise from the adjacent commercial use that is adjacent to the project site is audible.

In order to assess the existing noise conditions in the area, noise measurements were conducted at the project site. Two long-term 24-hour measurements were taken from February 10, 2021, to February 11, 2021.

Construction Noise

Two types of short-term noise impacts would occur during project construction, including: (1) equipment delivery and construction worker commutes; and (2) project construction operations.

The first type of short-term construction noise would result from transport of construction equipment and materials to the project site and construction worker commutes. The single-event noise from equipment trucks passing at a distance of 50 ft from a sensitive noise receptor would reach a maximum level of 84 dBA L_{max} (maximum instantaneous noise level measured in A-weighted decibels). However, the pieces of heavy equipment for grading and construction activities would be moved on site just one time and would remain on site for the duration of each construction phase. This onetime trip, when heavy construction equipment is moved on and off site, would not add to the daily traffic noise in the project vicinity. The total number of daily vehicle trips would be minimal when compared to existing traffic volumes on the affected streets, and the long-term noise level change associated with these trips would not be perceptible. Therefore, equipment transport noise and construction-related worker commute impacts would be short term and would not result in a significant off-site noise impact.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building construction, architectural coating, and paving on the project site. According to the 2021 Noise and Vibration Impact Analysis, the composite noise level of the two loudest pieces of equipment expected to be used at the project site, typically the grader and tractor, during construction, would be 81 dBA L_{eq} (equivalent continuous sound level) at a distance of 50 ft from the construction area.

Because the City does not have construction noise level limits, construction noise was assessed using criteria from the Federal Transit Administration's (FTA) *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual) (September 2018). The FTA's General Assessment Construction Noise Criteria, based on the composite noise levels of the two noisiest pieces of equipment during construction, include 90 dBA L_{eq} for residential uses. Therefore, the expected construction noise levels generated

during project construction (81 dBA L_{eq}) would be less than the FTA's construction noise standard of 90 dBA L_{eq} for residential uses.

Although the project construction noise would be higher than the ambient noise in the project vicinity, it would cease to occur once the project construction is completed. Moreover, Section 9.28.070(E) of the Stanton Municipal Code exempts construction activities from noise standards as long as construction activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday. Compliance with the limitations and requirements of the City's Noise Ordinance, which states that construction activities shall occur only between the hours of 7:00 a.m. to 8:00 p.m., Monday through Saturday, would result in a less than significant impact. Therefore, with adherence to the City's Noise Ordinance, and because construction noise would not exceed the FTA's construction noise standard, project impacts related to construction noise would be less than significant.

Construction Vibration

According to the 2021 Noise and Vibration Impact Analysis, the greatest levels of vibration are anticipated to occur during the site preparation phase and would utilize heavy equipment such as a large bulldozer. Bulldozers and other heavy-tracked construction equipment (vibratory rollers) generate approximately 87 vibration velocity decibels (VdB) or 0.089 peak particle velocity (PPV) inches per second (in/sec) of ground-borne vibration when measured at 25 ft, based on the FTA Manual. After the site preparation phase, all other construction phases will result in lower vibration levels because heavy tracked equipment will not be in use.

The distance to the surrounding uses for vibration damage potential is measured between the nearest off-site buildings and the project boundary. FTA guidelines indicate that a vibration level up to 0.2 in/sec PPV is considered safe for buildings that are non-engineered timber and masonry buildings. The closest structures to the project site are the high-density residential uses to the north approximately 15 ft from construction activity. The operation of heavy construction equipment such as a large bulldozer would generate ground-borne vibration levels at the nearest structures to the north of up to 0.156 PPV (in/sec) when adjusted for distance; however, those levels would not exceed the 0.20 PPV guideline that is considered safe for non-engineered timber and masonry building. Therefore, construction would not result in any vibration damage, and impacts would be less than significant.

As stated above, project construction has the potential to cause annoyance at the surrounding receptors due to vibrations caused by heavy equipment. Based on an average condition, heavy equipment would operate at a distance of 125 ft from the center of the project site to the nearest receptor to the north. Adjusting the reference levels at this distance, the high-density residential uses may experience vibration levels approaching 67 VdB with the use of heavier construction equipment. This level of ground-borne vibration is below the threshold for frequent events, which is approximately 72 VdB at residential uses, and therefore, would not exceed the FTA vibration threshold for human annoyance at the nearest sensitive use. It should also be noted that construction would not occur during the more sensitive nighttime hours when people are typically asleep. For the reasons stated above, project impacts related to construction vibration would be less than significant.

Operational Noise

Based on data from the Traffic Analysis (LSA, May 2021), the proposed project is estimated to generate a net ADT volume of 187. Utilizing count information in the Traffic Analysis, the approximate existing ADT volumes on Katella Avenue and Western Avenue are 17,800 and 23,480, respectively. The project-related traffic would increase traffic noise along Katella Avenue and Western Avenue by up to 0.05 dBA. This noise level increase would not be perceptible to the human ear in an outdoor environment. Therefore, traffic noise impacts from project-related traffic on off-site sensitive receptors would be less than significant.

Based on monitoring results adjusted for distance, noise levels at the future residential units along Katella Avenue would approach 71.5 dBA CNEL (community noise equivalent level), and noise levels at the units along Western Avenue would approach 73.7 dBA CNEL. While this noise level falls within the normally unacceptable category of the City's land use compatibility matrix for outdoor uses, with the incorporation of the 6 ft high vinyl fences as indicated on the project plans, along with the shielding from the buildings once constructed, the private exterior areas would be below the exterior noise standard of 65 dBA CNEL. The 6 ft high vinyl fences between units are a project design feature as described in the Project Description.

Based on the United States Environmental Protection Agency's (USEPA) *Protective Noise Levels* (USEPA 1978), with windows and doors open, interior noise levels would be 61.7 dBA. Using the architectural plans for the proposed project (Rick Engineering 2020), which indicate that air conditioning would be installed allowing a windows-closed condition, LSA conducted interior noise calculations for the master bedrooms of Units 13 and 14 that face Western Avenue and Units 29 through 36 that face Katella Avenue. The results of the analysis show a 29.8 dBA exterior-to-interior noise reduction. With windows closed, interior noise levels at the master bedroom of the units along Western Avenue and Katella Avenue would be 43.7 dBA, which is below the 45 dBA CNEL interior noise standard with windows closed for noise-sensitive land uses. The 2021 Noise and Vibration Impact Analysis determined that with standard building construction, central air conditioning that would allow windows to remain closed, and windows with a minimum Sound Transmission Class (STC) rating of 28 or higher, the interior noise levels would be considered acceptable. Therefore, with adherence to these project design features, project impacts related to operational noise would be less than significant.

Operational Vibration

The proposed project is located next to roads with smooth pavement. Therefore, vehicular traffic adjacent to the project site would not result in significant ground-borne noise or vibration impacts from vehicular traffic. Additionally, based on screening distances within the FTA Manual, due to the Union Pacific railway corridor located 840 ft to the east of the project site, it is expected that there would be no discernable vibration effects from train operations. Therefore, project impacts related to operational vibration would be less than significant.

Air Quality

An Air Quality and Greenhouse Gas Technical Memorandum (LSA, June 2021) (Attachment E) was prepared to assess project consistency with plans related to air quality, as well as project-related construction and operational emissions. The memorandum also provides an assessment of GHG emissions.

Consistency with the Clean Air Plan

The project site is within the South Coast Air Basin (Basin), which includes (among other areas) the City of Stanton. The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for the administration and enforcement of air quality regulations in the Basin. The applicable air quality plan for the project area is the SCAQMD's 2016 *Air Quality Management Plan* (2016 AQMP) adopted in March 2017 and designed to satisfy the planning requirements of both the Federal and State Clean Air Acts. The main purpose of the 2016 AQMP is to describe air pollution control strategies to be taken by a city, county, or region classified as a nonattainment area. A nonattainment area is considered to have worse air quality Standards (CAAQS) and/or the California Ambient Air Quality Standards (CAAQS), as defined in the Federal Clean Air Act. The Basin is in nonattainment for the federal and State standards for ozone (O₃) and particulate matter less than 2.5 microns in diameter (PM_{2.5}). In addition, the Basin is in nonattainment for the State standard for particulate matter less than 10 microns in diameter (PM₁₀) and in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards.

The Southern California Association of Governments (SCAG) addresses regional issues relating to transportation, economy, community development, and environment in the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura. With regard to air quality planning, SCAG has prepared the Road to Greater Mobility and Sustainable Growth, Chapter 5, of the 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) that forms the basis for the land use and transportation control portions of the SCAQMD's 2016 AQMP. On September 3, 2020, SCAG's Regional Council voted to adopt the 2020–2045 RTP/SCS (Connect SoCal). Connect SoCal builds off of previous plans, including the 2016 RTP/SCS.

Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the federal and State air quality standards. Per the SCAQMD *CEQA Air Quality Handbook* (April 1993), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2016 AQMP; and (2) whether the project would exceed the 2016 AQMP's assumptions for 2030 or yearly increments based on the year of project buildout and phasing. For the proposed project to be consistent with the AQMP, the pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality.

The proposed project involves construction of 36 residential units. Based on the City's average household size of 3.50,¹ the 36 proposed units would introduce up to 126 additional residents within the City. Although the proposed project would generate additional population through its provision of a residential development, the project's potential growth-inducing impacts would be considered less than significant since the 126 additional residents represents only a 0.3 percent increase from the

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¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2020, with 2010 Benchmark, May 2020. Website: https://www.dof.ca.gov/Forecasting/ Demographics/Estimates/E-5/ (accessed February 2020).

City's current population of 38,377 persons.¹ In addition, the proposed project is consistent with the General Plan Land Use designation of High Density Residential and has therefore been identified for residential uses and included in SCAG's regional planning. In comparison to the General Plan buildout assumptions, the project would increase the City's housing stock by 36 dwelling units a (0.5 percent increase) and population by 126 persons, which is within the SCAG 2045 population growth forecast of 44,200 persons (15 percent increase) by 2045.² Thus, the project would be consistent with the types, intensity, and patterns of land use envisioned for the site vicinity in Connect SoCal. As these units would provide housing for the growing population in the AQMP, the proposed project would be consistent with the General Plan designation for the site, and would not conflict with the 2016 AQMP. Furthermore, as discussed below, emissions generated by the proposed project would be below emissions thresholds established in SCAQMD's *Air Quality Significance Thresholds* (March 2015) and would not be expected to result in significant air quality impacts. As the SCAQMD has incorporated these same projections into the 2016 AQMP, it can be concluded that the project would be consistent with the projections. Therefore, the proposed project would not conflict with or obstruct implementation of the AQMP.

Construction Emissions

Air quality impacts could occur during demolition and construction of the proposed project due to soil disturbance and equipment exhaust. Major sources of emissions during demolition, grading, building construction and site work, building erection, paving and architectural coatings include (1) exhaust emissions from construction vehicles, (2) equipment and fugitive dust generated by vehicles and equipment traveling over exposed surfaces, and (3) soil disturbances from compacting and cement paving.

Construction of the proposed project would include the following tasks: demolition, site preparation, grading, concrete, building erection, building construction, and architectural coatings. It is anticipated that construction activities would take approximately 22 months. Peak daily emissions were analyzed using California Emissions Estimator Model (CalEEMod version 2016.3.2). Fugitive dust emissions would be substantially reduced by compliance with SCAQMD Rules 402 and 403. Implementation of these rules, including measures such as on-site watering at least two times daily, was accounted for in the project emission estimates. According to the Air Quality and Greenhouse Gas Technical Memorandum, construction equipment/vehicle emissions during construction periods would not exceed any of the SCAQMD daily emissions thresholds. Therefore, no construction-related air quality impacts would occur.

Operational Emissions

Long-term air pollutant emission impacts are those impacts associated with any change in permanent use of the project site by on-site energy and off-site mobile sources that increase emissions. Energy-

¹ Ibid.

² Southern California Association of Governments. Connect SoCal 2020–2045 Regional Transportation Plan/ Sustainable Communities Strategies Demographics & Growth Forecast Technical Report. Table 14 Jurisdiction-Level Growth Forecast. Website: https://scag.ca.gov/sites/main/files/file-attachments/0903 fconnectsocal_demographics-and-growth- forecast.pdf?1606001579 (accessed February 2020).

source emissions include emissions associated with electricity consumption. Mobile-source emissions result from vehicle trips associated with a project.

According to the 2021 Traffic Analysis, the proposed project would generate 187 net total daily trips during project operations. The operational emissions results indicate that the increase in criteria pollutants would not exceed the corresponding SCAQMD daily emission thresholds for any criteria pollutants. Therefore, no air quality impacts would occur. Further, the projected emissions of criteria pollutants as a result of the proposed project are expected to be below the emissions thresholds established for the region. Therefore, there would be no cumulatively considerable net increase of the criteria pollutants that are in nonattainment status in the Basin.

Sensitive Receptor Analysis

As described above, the proposed project would not significantly increase long-term emissions within the project area. Project implementation may expose surrounding sensitive receptors to airborne particulates, as well as a small quantity of construction equipment pollutants (i.e., usually dieselfueled vehicles and equipment). However, construction contractors would be required to implement measures to reduce or eliminate emissions by following the SCAQMD's standard construction practices (Rules 402 and 403).

According to SCAQMD guidance,¹ in cases where proximate receptors may be closer than 82 ft (25 meters), any distances within the 82 ft (25 meters) buffer zone would be used to assess potential impacts on nearby sensitive receptors. Sensitive receptors include residences, schools, and similar uses that are sensitive to adverse air quality. The sensitive receptors nearest to the proposed project are the multi-family residences located approximately 15 ft north of the project site; therefore, the 82-foot distance threshold was used. According to the Air Quality and Greenhouse Gas Technical Memorandum, the project's on-site emissions would be below the SCAQMD's localized significance thresholds for construction and operations. Therefore, the proposed operational activity would not result in a locally significant air quality impact.

Odor Analysis

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

Greenhouse Gas Emissions

Analysis of the project's GHG impacts does not impact the project's eligibility for a Class 32 infill exemption under CEQA; therefore, the following discussion is provided for informational purposes only.

¹ South Coast Air Quality Management District (SCAQMD). Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. Website: http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf (accessed February 2021).

The City does not identify any criteria to evaluate GHG emissions impacts. On December 5, 2008, the SCAQMD adopted GHG Significance Thresholds for Stationary Sources, Rules, and Plans where the SCAQMD is lead agency. The threshold uses a tiered decision tree approach. Tier 3 excludes projects with annual emissions lower than a numerical screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) per year for residential land uses. SCAQMD concluded that projects with emissions less than the screening thresholds would not result in a significant cumulative impact. Under Tier 4 (Option 3), which is related to sector-based standards, the project would be excluded if it were below an efficiency-based threshold of 4.8 MT CO₂e per service population per year or 2.9 MT CO₂e per service population per year for post-2020 projects. The City has used this tiered decision tree approach that has been supported by substantial evidence provided during the SCAQMD proposal of these interim standards.

GHG emissions associated with the proposed project would be confined to short-term emissions associated with construction activities, including emissions generated by stationary and mobile construction equipment, off-site transportation of construction equipment, off-site trucks hauling construction materials, and worker trips. Construction-related GHG emissions would occur during construction of the project, which would occur over an approximately 22-month period. Project-related GHG emissions were estimated using CalEEMod. Construction GHG emissions are estimated to total 530.3 MT CO₂e over the entire period of construction. When amortized over a 30-year period, construction GHG emissions would be 17.7 metric tons per year.

Operation of the proposed project would generate GHG emissions from area and mobile sources and indirect emissions from stationary sources associated with energy consumption. Mobile-source emissions of GHGs would include project-generated vehicle trips associated with the residential land use. Area-source emissions would be associated with activities including landscaping and maintenance of proposed land uses, architectural coating maintenance, and other consumer products sources. Increases in energy-source emissions would also occur at off-site utility providers as a result of demand for electricity, and water by the proposed uses.

The proposed project would result in the generation of approximately $319.2 \text{ MT CO}_2\text{e}$ per year. With the combined amortized construction and operational GHG emissions, the proposed project's GHG emissions of $336.9 \text{ MT CO}_2\text{e}$ per year would be well below the $3,000 \text{ MT CO}_2\text{e}$ per year significance threshold recommended by the SCAQMD for residential projects under the Tier 3 approach. Based on the City's average household size of 3.50^1 , the 36 proposed units would have a service population of 126 additional residents (36 dwelling units × 3.50 persons per household); therefore, it is assumed in this analysis that the service population of the project would be 126. Under the Tier 4 approach, the project would generate approximately 2.7 MT CO₂e per service population per year, which would not exceed the SCAQMD's post-2020 project-level efficiency threshold of 2.9 MT CO₂e per service population per year.

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¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2020, with 2010 Benchmark, May 2020. Website: https://www.dof.ca.gov/ Forecasting/Demographics/Estimates/E-5/ (accessed February 2020).

As discussed, construction and operations of the proposed project would have negligible GHG emissions. Construction and operational emissions would have no cumulatively considerable contribution to global climate change impacts, and therefore, no GHG impact would occur.

According to the Air Quality and Greenhouse Gas Technical Memorandum, the project is consistent with the *California 2017 Climate Change Scoping Plan* (Scoping Plan). To facilitate implementation of the Scoping Plan, the City adopted the Green Building Code. The proposed project would comply with performance-based standards included in the Green Building Code (e.g., the 2019 Building Energy Efficiency Standards). The project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the Scoping Plan. Therefore, the proposed project would not result in emissions that would impede or conflict with statewide attainment of GHG emission reduction goals as described in Assembly Bill (AB) 32 (reduce GHG emissions to 1990 levels by 2020), Senate Bill (SB) 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order (EO) B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). In addition to the fact that the proposed project would not conflict with AB 32, SB 32, or executive orders, it also would not conflict with any other applicable plans, policies, or regulations intended to reduce GHG emissions. Therefore, no GHG impact would occur, and no mitigation is required.

Water Quality

The proposed project would comply with all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce impacts to water quality. Projects that disturb greater than 1 acre of soil are subject to the requirements of the State Water Resources Control Board (SWRCB) Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ) (Construction General Permit). However, because the project would disturb between 1 and 5 acres (approximately 2.6 gross acres), the project may be eligible for a Small Construction Rainfall Erosivity Waiver, which would exempt the project from coverage under the Construction General Permit. To obtain a waiver, the project would need to demonstrate that there would be no adverse water guality impacts because construction activities would only occur when there is a low erosivity potential. If the project is not eligible for a waiver, the project Applicant would be required to obtain coverage under the Construction General Permit, prepare a Stormwater Pollution Prevention Plan (SWPPP), and implement construction Best Management Practices (BMPs) detailed in the SWPPP during construction activities. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site, and Good Housekeeping BMPs to prevent spills, leaks, and discharge of construction debris and waste into receiving waters. Compliance with either the Small Construction Rainfall Erosivity Waiver or the Construction General Permit is a standard condition required through existing regulations.

According to the Preliminary Geotechnical Investigation¹ (2021) prepared for the proposed project, the historic high groundwater was mapped at depth of 10 ft below ground surface (bgs), and groundwater was encountered during borings drilled at a depth of 12 to 16 ft bgs. Based on the maximum depth of excavation for utility trenching of up to 11 ft below existing grade, it is anticipated that groundwater may be encountered during excavation activities. If encountered during excavation,

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¹ NMG Geotechnical, Inc. 2021. *Preliminary Geotechnical Investigation*. February 1, 2021.

groundwater dewatering may be required. If groundwater dewatering is necessary, groundwater would be discharged to either the sanitary sewer or stormdrain system. If discharged to the sanitary sewer system, a permit from the City's Public Works Department may be required to ensure that there is sufficient capacity available to accommodate the discharge to prevent sanitary sewer overflow, which can result in a discharge of pollutants to surface waters. If groundwater is discharged to the storm drain system, converge under the Santa Ana Regional Water Quality Control Board (RWQCB) NPDES Permit *General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality* (Order No. R8-2009-0003, NPDES No. CAG998001, as amended by Order No. R8-2015-0004) (De Minimis Permit) would be required. This permit requires testing and treatment (as necessary) of groundwater encountered during groundwater dewatering prior to release to the stormdrain system. Compliance with the appropriate groundwater dewatering permit is a standard condition required through existing regulations.

Project operation would be subject to the requirements of the Santa Ana RWQCB's NPDES Permit *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062)* (North Orange County MS4 Permit). In compliance with the North Orange County Permit requirements, a Water Quality Management Plan (WQMP) ¹ was prepared for the proposed project. WQMPs specify the Site Design/LID, Source Control, and/or Treatment Control BMPs that would be implemented to capture, treat, and reduce pollutants of concern in stormwater runoff. According to the WQMP, proposed BMPs would include a bioretention basin located along the site's southern boundary adjacent to Katella Avenue; a modular wetland located along the site's eastern boundary; an underground detention system located at the eastern side of the project site near Western Avenue; and three permeable pavement locations at the guest parking spaces along the site's western boundary and at either side of the tot lot in the center of the site. The proposed BMPs would target pollutants of concern to reduce impacts to water quality.

Although groundwater dewatering could occur, dewatered groundwater would be discharged to the sanitary sewer or storm drain system and not back into groundwater, and therefore, would not introduce pollutants to groundwater. Infiltration of stormwater can have the potential to affect groundwater quality in areas of shallow groundwater. Due to the depth to groundwater, it is not expected that any stormwater that may infiltrate during construction or operation would affect groundwater quality because there is not a direct path for pollutants to reach groundwater. In addition, the project would be required to implement BMPs during operation to treat stormwater before it could reach groundwater.

As stated above, groundwater dewatering during construction may be required. However, any dewatering would be short term and minimal compared to the size of the overall groundwater basin. Project operation would not require groundwater extraction. Similarly, although development of the project would slightly increase impervious surface area on the project site by approximately 0.66 net acre, which would decrease on-site infiltration, any decrease in infiltration would be minimal compared to the size of the overall groundwater basin. For these reasons, the proposed project would not decrease groundwater supplies or interfere with groundwater recharge.

¹ Rick Engineering Co. 2021. *Preliminary Water Quality Management Plan* (WQMP). April.

The proposed project would increase the amount of impervious surface area on the project site by approximately 0.66 acre, which would increase stormwater runoff. However, according to the Drainage Study,¹ the proposed underground detention system BMPs would retain stormwater runoff on site so that peak flows for the 10-year, 25-year, and 100-year storm events would be below or equivalent to pre-project conditions, consistent with the requirements of the North Orange County MS4 Permit. Incorporation of the detention system BMPs would ensure that stormwater runoff from the project site does not exceed the capacity of the downstream storm drain systems.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 06059C0117J (December 3, 2009),² the project site is not located within a 100-year floodplain. Specifically, the project site is located within Zone X, areas of minimal flood hazard (areas outside the 500-year floodplain). The project site is not located near the Pacific Ocean or any large bodies of water; therefore, there is no risk of tsunami or seiche on the project site. No Impacts related to flood flows or release of pollutants from inundation would occur.

With compliance with the applicable NPDES permit requirements and implementation of BMPs, project impacts to water quality would be less than significant. Therefore, project compliance with the above requirements would ensure that implementation of the project would not result in any significant impacts related to water quality.

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

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

CEQA CATEGORICAL EXEMPTIONS – EXCEPTIONS

State CEQA Guidelines Section 15300.2 provides possible exceptions that may apply to specific types of CEQA exemptions. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the *State CEQA Guidelines* are explained below.

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

¹ Rick Engineering Co. 2021. Drainage Study Letter for Preliminary Engineering of Katella Assemblage Project. February 3, 2021.

² Federal Emergency Management Agency (FEMA). Flood Insurance Rate Map (FIRM) No. 06059C0117J. December 3, 2009.

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

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

The project is an in-fill development project in a built-out urban area. The approved Lighthouse Project, located further north of the project site at 10871 Western Avenue, is currently under construction, will be developed as a higher-density infill project, and will complement the proposed project. Although the proposed project is the same type of land use as and is located near to the approved Lighthouse Project, the cumulative impact of these successive projects would not be significant, as discussed in the analysis below. According to the *CEQA Class 32 Categorical Exemption (CE) Support Letter for the Proposed Lighthouse Infill Residential Project* (LSA, March 2020), the Lighthouse Project was determined not to have a significant effect on the environment and, therefore, was found to be exempt from the provisions of CEQA pursuant to a Class 32 CE under Section 15332 of the *State CEQA Guidelines*. Additionally, no other known successive projects of the same type and in the same place would occur concurrent with the proposed project. There are no other current or reasonably foreseeable projects in the immediate vicinity of the proposed project that would contribute to cumulative impacts.

Since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts. All cumulative operational traffic, noise, air quality, GHG emissions, and water quality impacts would be less than significant, as discussed below.

Traffic. CEQA evaluates traffic impacts using a VMT analysis, which is cumulative by nature, and as described above, the proposed project will have a less than significant VMT impact. As described earlier, the proposed project would generate 187 net new ADT. Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have less-than-significant cumulative impacts.

A congestion based analysis of traffic is provided herein for information purposes only and not for purposes of evaluating the proposed project's cumulative traffic impacts. The proposed project is the same type of land use as and is located near to the approved Lighthouse Project. Therefore, potential cumulative traffic impacts were analyzed for these two projects. Traffic volumes for the Lighthouse Project, obtained from the *Lighthouse Project Traffic Assessment* (Rick Engineering, November 2019), were added to the Existing Plus Project volumes to determine the Existing Plus Cumulative Plus Project condition. Table A summarizes the results of the Existing Plus Cumulative Plus Project driveways. As shown in Table A, the intersections of Western Avenue/Katella Avenue and the proposed project driveways are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Cumulative Plus Project condition.

		Existing Plus Cumulative Existing Plus Project			Peak-Hour Δ							
Study		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		Delay/ICU		
Area		Delay/		Delay/		Delay/		Delay/				LOS
No.	Intersection	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS	AM	PM	Impact?
1	Western Avenue/ Katella Avenue	32.6	С	34.6	С	33.0	С	35.1	D	0.4	0.5	No
	ICU	0.733	С	0.759	С	0.736	С	0.762	С	0.003	0.003	No
2	Project Driveway/ Katella Avenue	-	-	-	-	15.6	С	13.8	В	-	-	No
3	Western Avenue/ Project Driveway	-	-	-	-	13.2	В	10.8	В	-	-	No

Table A: Existing Plus Project Plus Cumulative Intersection Level of Service Summary

Note: Delay is reported in seconds.

 Δ = change

ICU = intersection capacity utilization

LOS = level of service

Cumulative traffic volumes would not contribute significant queues (less than one vehicle length) to any of the study area intersections or turn movements under Existing Plus Cumulative Plus Project conditions. According to the Traffic Analysis, the intersection of Western Avenue/Katella Avenue currently operates at satisfactory LOS during both peak hours. Western Avenue and the proposed project driveways would operate at satisfactory LOS during both peak hours of Existing Plus Project and Existing Plus Cumulative Plus Project conditions. Therefore, cumulative traffic impacts are considered less than significant.

Noise. According to the USEPA, cumulative noise impacts represent the combined and incremental effects of human activities that accumulate over time. Cumulative operational noise impacts would occur primarily as a result of increased traffic on local roadways due to operation of the project and other nearby similar projects, in this case, the Lighthouse Project. Other on-site operational noise (car doors closing, children playing, etc.) would not contribute to cumulative noise impacts as such noise is localized to the project site itself.

A project's contribution to a cumulative traffic noise increase could be considered significant when the combined effect exceeds the perception level (i.e., auditory level increase) threshold. The combined effect compares the Future Year With Project condition to Existing conditions. This comparison accounts for the traffic noise increase generated by a project combined with the traffic noise increase generated by projects in the area. The incremental effect compares the Future Year With Project condition to the Future Year Without Project condition. The following combined effect and incremental effect criteria have been used to evaluate the overall effect of the cumulative noise increase.

• **Combined Effect.** The Future Year With Project noise level would cause a significant cumulative impact if a 3 dBA increase over Existing conditions would occur and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental

effect. In other words, a significant portion of the noise increase must be due to the proposed project.

 Incremental Effects. The Future Year With Project noise level would cause a significant cumulative impact if it causes a 1 dBA increase in noise over the Future Year No Project noise level.

A significant impact would result only if both the combined and incremental effects criteria have been exceeded at a single roadway segment, because such an occurrence would indicate that there is a significant noise increase due to the proposed project in combination with other related projects and a significant portion of the noise increase is due to the proposed project. Noise, by definition, is a localized phenomenon and reduces as distance from the source increases. Consequently, only the proposed project and growth due to take place in the project site's nearby vicinity, which includes the Lighthouse Project, would contribute to cumulative noise impacts. Table B, below, lists the traffic noise effects along roadway segments in the project vicinity for existing and future traffic noise levels without and with the proposed project, including incremental and net cumulative impacts. The results of the analysis show that neither the combined effects nor incremental effects threshold for each segment is exceeded; therefore, there are no significant cumulative noise impacts related to long-term cumulative off-site traffic noise.

	٦	Fraffic Volumes (AD	DT)	Combined	Incremental	Cumulatively Significant Impact?	
Roadway Segment	Existing	Future Year Cumulative No Project1	Future Year Plus Project	Effects2 (dBA CNEL)	Effects3 (dBA CNEL)		
Western Avenue north of Katella Avenue	17,880	17,990	18,050	< 0.1	< 0.1	No	
Western Avenue south of Katella Avenue	17,980	17,990	18,020	< 0.1	< 0.1	No	
Katella Avenue west of Western Avenue	23,480	23,520	23,610	< 0.1	< 0.1	No	
Katella Avenue east of Western Avenue	22,940	23,000	23,060	< 0.1	< 0.1	No	

Table B: Cumulative Traffic Noise Scenario

Source: Compiled by LSA (2021).

¹ Traffic volumes include trips generated by the nearby KB Home's Lighthouse Infill Residential Project without the proposed project.

² Difference in CNEL between Existing and General Plan Buildout With Project.

³ Difference in CNEL between General Plan Buildout Without Project and General Plan Buildout With Project.

ADT = average daily trips

CNEL = Community Noise Equivalent Level

dBA = A-weighted decibels

Air Quality. As discussed in the Air Quality section above, the Basin is in nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the State PM_{10} standard and is in attainment/maintenance for the federal PM_{10} , CO, and NO_2 standards. The Basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project

is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

Therefore, if the proposed project's daily emissions of construction- or operational-related criteria air pollutants exceed thresholds established by the SCAQMD, the proposed project would result in a considerable contribution to a cumulatively significant impact. As determined by the Air Quality and Greenhouse Gas Technical Memorandum (Attachment E), implementation of the proposed project would not generate significant construction or operational emissions, and would not result in individually significant impacts. In addition, the CEQA analysis for the Lighthouse Project found that air quality emissions would be less than significant. Therefore, the proposed project, in combination with other projects of the same type and in the same place, would not result in a cumulatively considerable contribution to regional air quality impacts. Further, it should also be noted that since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts.

Greenhouse Gas Emissions. GHG impacts are by their nature cumulative impacts. Localized impacts of climate change are the result of the cumulative impact of global emissions. The combined benefits of reductions achieved by all levels of government help to slow or reverse the growth in GHG emissions. In the absence of comprehensive international agreements on appropriate levels of reductions achieved by each country, another measure of cumulative contribution is required. Therefore, a cumulative threshold based on consistency with State targets and actions to reduce GHGs is an appropriate standard of comparison for significance determinations.

AB 32 requires the California Air Resources Board (CARB) to reduce statewide GHG emissions to 1990 levels by 2020. As part of this legislation, the CARB was required to prepare a "Scoping Plan" that demonstrates how the State will achieve this goal. The Scoping Plan was first adopted in 2011 and in it local governments were described as "essential partners" in meeting the statewide goal, recommending a GHG reduction level of 15 percent below 2005 to 2008 levels by 2020. In addition, the CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 GHG emission reductions target of at least 40 percent below 1990 levels by 2030.

The regulatory compliance analysis provided above demonstrates that the proposed project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the California Scoping Plan. Therefore, the proposed project would not result in emissions that would impede or conflict with statewide attainment of GHG emission reduction goals as described in AB 32 (reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and EO B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). As such, given the proposed project's consistency with statewide reduction goals, the proposed project would not result in a cumulatively considerable contribution to GHG impacts. In

addition, the CEQA analysis for the Lighthouse Project found that the project would also be consistent with statewide reduction goals. Therefore, the proposed project, in combination with other similar and nearby projects, would not result in a cumulatively considerable contribution to GHG impacts. Further, it should also be noted that since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts.

Water Quality. The project site and the similar and nearby Lighthouse Project are both located within the Anaheim Bay Watershed.¹ Cumulative development in the Anaheim Bay Watershed is a continuation of the existing urban pattern of development that has already resulted in extensive modifications to watercourses in the area. The area's watercourses have been channelized and drainage systems have been put into place to respond to the past urbanization that has occurred in this area. The proposed project and the Lighthouse Project could potentially increase the volume of stormwater runoff and contribute to pollutant loading in stormwater runoff reaching both the City's storm drain system and the Anaheim Bay Watershed, thereby resulting in cumulative impacts to water quality. However, both the proposed project and the Lighthouse Project will include operational BMPs to reduce impacts to both surface water quality and groundwater quality in compliance with local ordinances and plans adopted to comply with requirements of the North Orange County MS4 Permit. Specifically, a WQMP is required for each project to determine appropriate BMPs to minimize water quality impacts. In addition, the City has reviewed both projects to ensure that sufficient local and regional drainage capacity is available.

In summary, because the proposed project and the Lighthouse Project would comply with applicable NPDES requirements and would include BMPs and drainage facilities to reduce the volume of stormwater runoff and pollutants of concern in stormwater runoff, the cumulative water quality impacts of the proposed project and the Lighthouse Project would be less than cumulatively significant. Therefore, the proposed project's incremental water quality impacts would not be cumulatively considerable.

Summary. The proposed project involves a multi-family residential development in an area substantially characterized by residential uses. The proposed project would rely on and can be accommodated by the existing road system, public services, and utilities. Since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts. All cumulative operational traffic, noise, air quality, GHG emissions, and water quality impacts would be less than significant, as discussed above. There are no project impacts that would be cumulatively considerable in connection with the effects of projects of the same type in the same place, including the Lighthouse Project. Thus, contributions to potential cumulative impacts would not be cumulatively considerable.

¹ County of Orange. 2021. H2OC Stormwater Program, OC Watersheds Map. Website: https://h2oc.org/ show-me-my-watershed/ (accessed May 5, 2021).

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

No unusual circumstances have been identified in or around the project site that would result in significant environmental impacts. In addition, no impacts to biological resources would occur as the project site is already developed with two one-story single-family homes and several small accessory structures, is located within an existing urban setting, and has no value as habitat for endangered, rare, or threatened species. Given the urban nature of the project site and the compatibility of the proposed project with the character of the surrounding residential uses, there is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. For additional information, refer to the Traffic Analysis (LSA, May 2021) (Attachment C), the Noise and Vibration Impact Analysis (LSA, May 2021) (Attachment E).

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

The California State Scenic Highway System Map does not include any eligible or officially designated scenic highways located in the project vicinity.¹ The nearest eligible scenic highway is State Route (SR) 1 (also known as Pacific Coast Highway), which is located approximately 6.5 miles southwest of the project site. The nearest officialy designated scenic highway is a portion of SR-91 located approimately 10.5 miles northeast of the project site. Due to intervening land uses and distance, the project site is not visible from any State Scenic Highways. Therefore, the project would not result in damage to a scenic resource within a highway officially designated as a State Scenic Highway.

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

The project site is not listed on the Department of Toxic Substances Control (DTSC) Hazardous Waste and Substances Site List (Cortese List, compiled pursuant to Section 65962.5 of the Government Code).² According to the DTSC EnviroStor database, the project site is not located on a federal superfund site, State response site, voluntary cleanup site, school cleanup site, corrective action site, or tiered permit site.³ Review of the State Water Resources Control Board

¹ California Department of Transportation (Caltrans). California State Scenic Highway System Map. Website: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=2e921695c43643b1aaf7000dfcc199 83 (accessed February 15, 2021).

² California Environmental Protection Agency (CalEPA). Cortese List Data Resources. Website: https:// calepa.ca.gov/sitecleanup/corteselist/ (accessed February 15, 2021).

³ California Department of Toxic Substances Control (DTSC). EnviroStor Database. Website: https://www. envirostor.dtsc.ca.gov/public/map/?global_id=19970011 (accessed February 15, 2021).

(SWRCB) GeoTracker database also confirms that the project site is not located within any hazardous materials sites.¹ The project site is not located on a list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit² or active cease and desist orders and cleanup and abatement orders.³ All use, storage, transport and disposal of hazardous materials (including any hazardous wastes) during construction activities will be performed in accordance with existing local, State, and federal hazardous materials regulations. Therefore, the project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

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

Two one-story single-family homes are currently located on the project site. According to the Historical Evaluation Memorandum⁴ (LSA, February 2021) (Attachment F) prepared for the project, the existing single-family homes do not appear to be eligible for listing in the California Register of Historical Resources under any criteria. Neither home is representative of a significant historical event or associated with any historically significant people. The architecture of the home located at 7401 Katella Avenue is unremarkable and no architect or builder was found. The home located at 7421 Katella Avenue does have a defined architectural style (Ranch); however, neither an architect nor a builder was found, and the property is in poor condition. Considering the poor condition of the property, it was concluded that there are better examples of the Ranch-style home in the City. Therefore, for these reasons, the proposed project would not cause a substantial adverse change in the significance of a historical resource.

6/9/21 «\\vcorp12\projects\KBH2001 - Katella CE\Categorical Exemption Memo\Categorical Exemption Memo 6-9-21.docx»

¹ State Water Resources Control Board (SWRCB). GeoTracker database. Website: https://geotracker. waterboards.ca.gov/ (accessed February 15, 2021).

² CalEPA. Sites Identified with Waste Constituents above Hazardous Waste Levels Outside the Waste Management Unit. Website: https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/SiteCleanup-CorteseList-CurrentList.pdf (accessed February 15, 2021).

³ CalEPA. Cortese List Data Resources. Website: https://calepa.ca.gov/sitecleanup/corteselist/(accessed February 15, 2021).

⁴ LSA. 2021. *Historical Evaluation of 7401/7421 Katella Avenue, City of Stanton, California* (Historical Evaluation Memorandum). February 23, 2021.

CONCLUSION

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

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

Sincerely, LSA Associates, Inc.

hley Davis

Principal

Attachments: A: Figures 1 and 2

B: Parking Analysis (LSA, May 2021)

C: Traffic Assessment (LSA, May 2021)

D: Noise and Vibration Impact Analysis (LSA, May 2021)

E: Air Quality and Greenhouse Gas Technical Memorandum (LSA, June 2021)

F: Historical Evaluation Memorandum (LSA, February 2021)



ATTACHMENT A

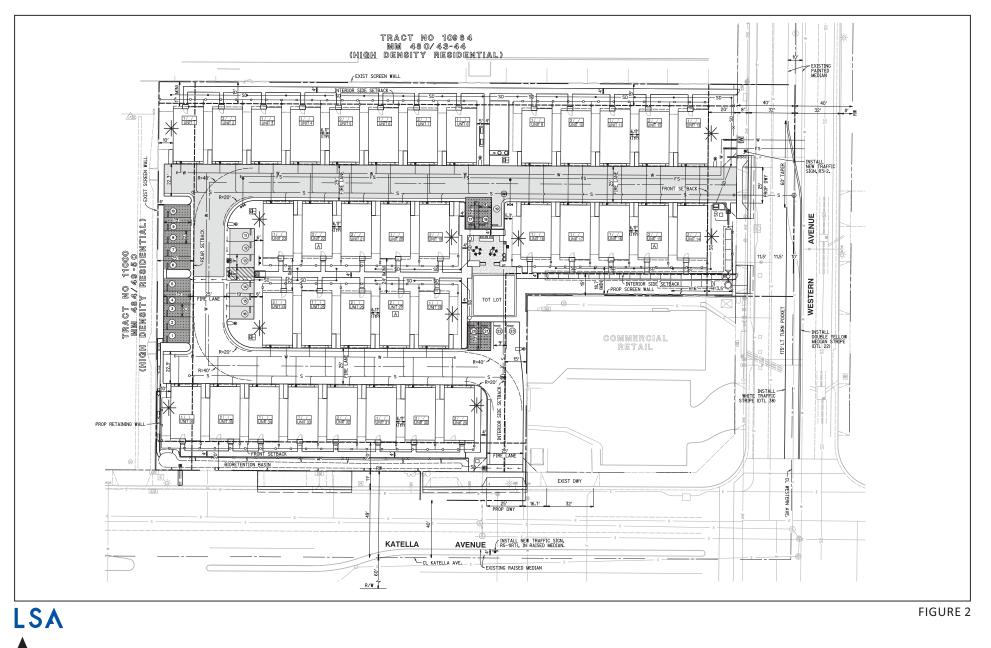
FIGURES 1 AND 2



SOURCE: Bing Maps

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Project Location



33 66 FEET SOURCE: Rick Engineering Company

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Katella Assemblage Infill Residential Project Site Plan

I:\KBH2001\G\Site Plan.cdr (5/7/2021)



ATTACHMENT B

PARKING ANALYSIS (LSA, MAY 2021)

LSA

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

May 12, 2021

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

Subject: Parking Analysis for the Katella Assemblage Infill Residential Project in Stanton, California

Dear Mr. Bausback:

LSA is pleased to submit this parking analysis for the proposed Katella Assemblage Infill Residential Project (project) at the northwest corner of the intersection of Western Avenue/Katella Avenue in Stanton, California. The proposed project would replace two existing single-family homes with 36 multifamily residential dwelling units and 113 parking spaces.

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

PROJECT DESCRIPTION

The approximately 2.6 gross acre¹ project site is bounded by multifamily residences to the north and west, Katella Avenue to the south, Western Avenue to the east, and commercial uses at the southeast corner. The existing project site includes two single-family residences (one vacant and one occupied).

The proposed project would construct 36 multifamily residential dwelling units on site. According to the most recent site plan (Attachment A), the proposed project would include 18 three-bedroom dwelling units and 18 four-bedroom dwelling units. The proposed project would provide a total parking supply of 113 spaces (90 garage spaces and 23 guest parking spaces [inclusive of one American Disabilities Act accessible parking space]). The 18 three-bedroom units would be constructed with three-car garages (including one 10' x 17' tandem space within each garage), and the 18 four-bedroom units would be constructed with two-car garages.

PARKING ANALYSIS

City of Stanton Parking Requirements

The City of Stanton (City) Municipal Code (Section 20.320.030) stipulates the parking requirements for residential multifamily dwelling units with three-bedroom and four-bedroom configurations (3.5 spaces for three-bedroom units, 4 spaces for four-bedroom units, and 1 guest space for every three units). Application of the City Municipal Code parking requirements to the proposed project

¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

would require a total of 147 parking spaces (63 spaces for 18 three-bedroom units, 72 spaces for 18 four-bedroom units, and 12 guest spaces for 36 total units).

The City's Municipal Code does not allow for the 10' x 17' tandem parking spaces to count towards the total parking supply, but the physical reality is that the tandem parking design results in an additional 18 parking spaces beyond what is recognized by the City. With a proposed parking supply of 95 spaces (72 garage spaces plus 23 guest spaces, but excluding the 18 tandem spaces), the project would have a parking deficit of 52 spaces based on the City Municipal Code. With a proposed parking supply of 113 spaces (92 garage spaces including the 18 tandem spaces plus 23 guest spaces), the project would have a parking deficit of 34 spaces.

KB Home's Lighthouse subdivision, located at 10871 Western Avenue north of the proposed project, offers the same parking configurations at a similar overall parking rate as currently proposed for the project. To date, 22 of the 40 units at the Lighthouse subdivision have been sold. Based on survey data collected from the existing Lighthouse buyers (Attachment B), 50 percent are either married or single without children, and the remaining 50 percent are either married or single with children. The median household size is 2 persons, with 80 percent of the households being comprised of 3 or less persons. Based on this survey data, it can be reasonable assumed that these households have two cars each.

Lighthouse homebuyers do not appear to have a preference between three-bedroom, three-car garages and the four-bedroom, two-car garages. Approximately 60 percent of the homebuyers were renting prior to purchasing at Lighthouse, and they acknowledge that the attached garage in both the two-car and three-car configuration is a superior feature that was not available in their rental. In addition, the Covenants, Conditions & Restrictions at the proposed project will require homeowners to park within their enclosed garages, and the dedicated guest parking spaces will be managed by the Homeowners Association via a guest permit program.

Although the proposed parking design will result in fewer parking spaces than required by the City Municipal Code, the proposed project is anticipated to provide more than adequate parking spaces for the expected parking demand. To confirm, LSA evaluated industry parking standard and parking rate requirements for neighboring cities to justify the proposed parking supply on site.

Institute of Transportation Engineers Parking Rate

The Institute of Transportation Engineers (ITE) *Parking Generation* Manual (5th Edition, 2019) is accepted as the industry standard throughout the nation. According to the ITE *Parking Generation*, Multifamily Housing (Mid-Rise) dwelling units have a weekday average peak period parking demand of 1.31 spaces per dwelling unit. Application of the Multifamily Housing (Mid-Rise) parking rate to the 36 proposed dwelling units would require 47 parking spaces. Under this land use designation, the ITE parking rate would generate a lower parking demand in comparison to the City Municipal Code parking requirement. The proposed 113 parking spaces would exceed the ITE parking demand of 47 spaces.

Other City Parking Requirements

LSA also researched parking requirements for surrounding cities in Orange County (Cypress, Fullerton, Orange, and Westminster) that include Municipal Codes provisions for multifamily dwelling residential units. Table A (Attachment C) summarizes the neighboring cities' off-street parking ordinances and the total number of spaces that would be required for the project.

As shown in Table A, application of the other city parking rates would result in parking requirements within the proposed parking supply of 113 spaces:

- City of Cypress: 99 required parking spaces
- City of Fullerton: 108 required parking spaces
- City of Orange: 109 required parking spaces
- City of Westminster: 90 required parking spaces

It is anticipated that many of the project's units will be occupied by households with 3 people or less, resulting in fewer drivers and vehicles. As described above, the surveys of homebuyers purchasing similar homes at the Lighthouse subdivision indicate that the median household size is 2 persons, with 80 percent of the households being comprised of 3 or less persons (including children). Therefore, it can be reasonably assumed that the majority of households have 2 cars. The site's proximity to transit and the popularity of ride sharing, bike sharing, and scooter services would also support a lower parking demand for the project. As such, the parking requirements from the nearby cities referenced above provide a more accurate representation of the necessary parking for the project. Based on this information, the proposed parking supply of 113 spaces would accommodate the parking demand of the 36-unit multifamily residential project.

CONCLUSIONS

According to the ITE industry standard and other cities' parking requirements, a parking supply of 113 spaces is within the range of peak parking demand expected for 36 multifamily dwelling units. Based on this analysis, the proposed project would provide sufficient parking for all residents and guests.

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

Sincerely,

LSA Associates, Inc.

Dean Arizabal

Dean Arizabal Principal

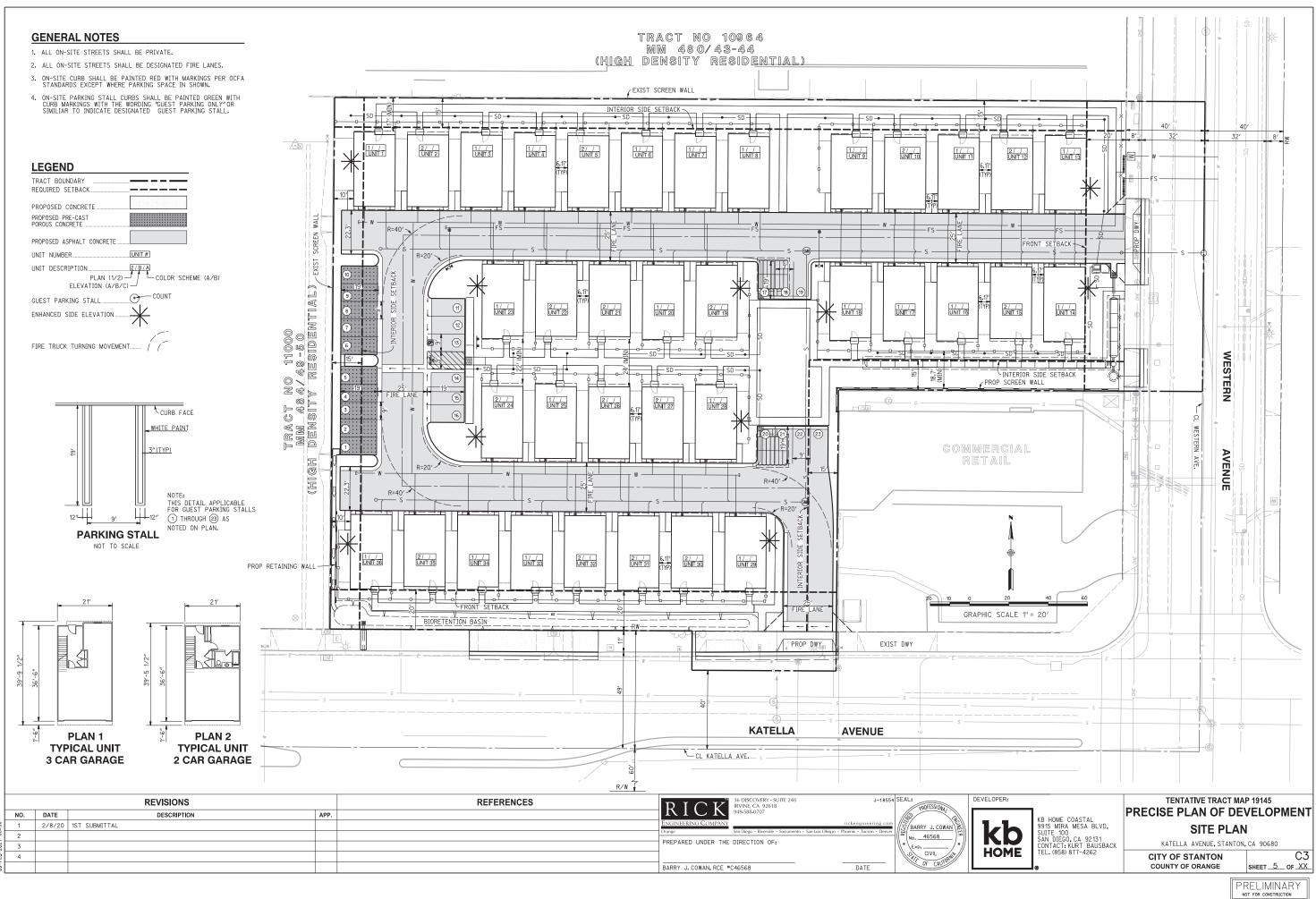
Attachments: A: Site Plan

LSA

- B: Lighthouse Homebuyer Surveys
- C: Table A

ATTACHMENT A

SITE PLAN



021 Rick Engi

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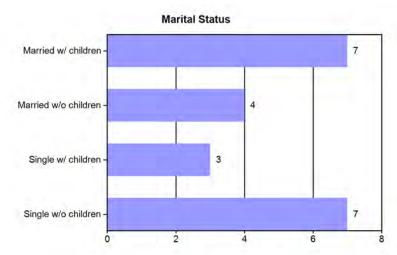
ATTACHMENT B

LIGHTHOUSE HOMEBUYER SURVEY

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.

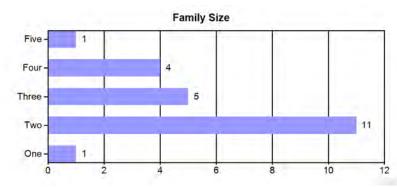
What is your marital status?



Source: KB Home. Homebuyer Survey Profiles. May 2021.

Marital Status	Count	%
Married w/o children	4	19.0%
Married w/ children	7	33.3%
Single w/o children	7	33.3%
Single w/ children	3	14.3%
Total Responses	21	100.0%

How many people will be living in your new home?



Source: KB Home. Homebuyer Survey Profiles. May 2021.

Family Size	Count	%
Five	1	4.5%
Four	4	18.2%
Three	5	22.7%
Two	11	50.0%
One	1	4.5%
Total Responses	22	100.0%

ATTACHMENT C

TABLE A

Table A: Parking Requirements by City

							Proje	ect		
City	Land Use	Parking Requirement	Size	Unit	Rec	uired Pa	rking Spa	ces	Parking Supply (including 18	Parking Surplus/
					Garage	Open	Guest	Total	tandem spaces)	Deficit
	Multifamily Dwellings (3 bedrooms)	3.5 spaces Guest Parking: 1 space for every 3 dwelling units	18	DU	6	3	12	147	113	(34)
	Multifamily Dwellings (4 or more bedrooms)	4 spaces + 0.5/ additional bedroom Guest Parking: 1 space for every 3 dwelling units	18	DU	72		12	147	115	(34)
Cypress	Detached Condominiums (3 or more bedrooms)	2-car garage, plus 1/2 open spaces for each dwelling unit Guest Parking: 1/4 unassigned open spaces for each dwelling unit on site with 4 or more dwelling units	36	DU	72	18	9	99	113	14
Fullerton	Multiple-Family Residential Zones	3 spaces, open or covered, per dwelling unit	36	DU	108		0		113	5
	Multifamily Residential (3 units or more) <i>(3 Bedrooms)</i>	Three Bedrooms: 2.6 spaces/unit Guest Parking: 0.2 space/unit	18	DU	4	7	8	109	113	4
Ū	Multifamily Residential (3 units or more) (4 Bedrooms)	Each additional bedroom above three: 0.4 spaces/bedroom/unit Guest Parking: 0.2 space/unit	18	DU	5	4	0	105	113	4
	Multifamily Dwellings 2 enclosed garage spaces per unit (two or more units) 0.5 off-street, open parking space (<i>3 or more bedrooms</i>) unit				72 18 0 90		113	23		



ATTACHMENT C

TRAFFIC ASSESSMENT (LSA, MAY 2021)

LSA

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

May 12, 2021

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

Subject: Traffic Analysis for the Katella Assemblage Infill Residential Project in Stanton, California

Dear Mr. Bausback:

LSA is pleased to submit this traffic analysis for the proposed Katella Assemblage Infill Residential Project (project) at the northwest corner of the intersection of Western Avenue/Katella Avenue in Stanton, California. The proposed project would replace two existing single-family homes with 36 multifamily residential dwelling units and 113 parking spaces. Access to the project site would be provided via one right-in/right-out driveway on Katella Avenue and one right-in/right-out driveway on Western Avenue. The project driveways would be stop controlled for the outbound movements only.

The purpose of the traffic analysis is to identify the potential traffic and circulation effects, as well as the potential California Environmental Quality Act (CEQA) transportation impacts, associated with the proposed project. This traffic analysis identifies the trip generation of the proposed project, evaluates intersection and driveway levels of service (LOS) and queues, assesses the internal circulation of the project site, and determines the vehicle miles traveled (VMT) implications of the proposed project.

PROJECT DESCRIPTION

The approximately 2.6 gross acre¹ project site is bounded by multifamily residences to the north and west, Katella Avenue to the south, Western Avenue to the east, and commercial uses at the southeast corner. The existing project site includes two single-family residences (one vacant and one occupied). Figure 1 (all figures are provided in Attachment A) shows the project location and study area intersections.

The proposed project would construct 36 multifamily residential dwelling units on site. According to the most recent site plan on Figure 2, the proposed project would include 18 three-bedroom dwelling units and 18 four-bedroom dwelling units. The proposed project would provide a total parking supply of 113 spaces (90 garage spaces and 23 guest parking spaces [inclusive of one American Disabilities Act accessible parking space]).

¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

PROJECT TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT

Daily and peak-hour trips for the proposed project of 36 multifamily residential units and the existing single-family home to be removed were calculated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition.¹ Table A presents the trip generation summary for the project. As Table A indicates, the proposed project is anticipated to generate 196 average daily trips (ADT), including 13 trips in the a.m. peak hour (3 inbound and 10 outbound) and 16 trips in the p.m. peak hour (10 inbound and 6 outbound). The existing single-family home to be removed generates 9 ADT, including 1 outbound trip in the a.m. peak hour and 1 inbound trip in the p.m. peak hour. The net new trips of the proposed project are 187 ADT, including 12 trips in the a.m. peak hour (3 inbound and 9 outbound) and 15 trips in the p.m. peak hour (9 inbound and 6 outbound).

				A	VI Peak H	lour	PN	lour					
Land Use	Size	Unit	ADT	In	Out	Total	In	Out	Total				
Trip Rates ¹													
Multifamily Mid-Rise DU 5.44 0.09 0.27 0.36 0.27 0.17 0.44													
Single-Family Housing		DU	9.44	0.19	0.55	0.74	0.62	0.37	0.99				
Project Trip Generation													
Multifamily Mid-Rise	36	DU	196	3	10	13	10	6	16				
Existing Trip Generation													
Single-Family Housing	Single-Family Housing 1 DU 9 0 1 1 1 0 1												
Net Project Trips (Project - Exis	Net Project Trips (Project - Existing) 187 3 9 12 9 6 15												

Table A: Project Trip Generation

Trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation* Manual, 10th Edition (2017).
 Land Use Code (221) - Multifamily Housing (Mid-Rise) - Between 3 and 10 Levels
 Land Use Code (210) - Single-Family Detached Housing

The project peak-hour traffic volumes entering/exiting the project site were assigned to the proposed project driveways and the intersection of Western Avenue/Katella Avenue based on the project site's proximity to regional arterials and freeways, and were added to the existing traffic volumes to determine the Existing Plus Project condition. Figure 3 illustrates the project trip distribution and assignment (as well as the Existing and Existing Plus Project peak-hour traffic volumes).

LEVEL OF SERVICE AND QUEUING ANALYSIS

Methodology

LSA conducted an operational analysis for the signalized intersection of Western Avenue/Katella Avenue and the proposed unsignalized project driveways. The intersection capacity utilization (ICU) methodology was used to calculate the LOS at Western Avenue/Katella Avenue. The *Highway Capacity Manual* (HCM), 6th Edition² methodology was used to determine the LOS and queuing at Western Avenue/Katella Avenue and the proposed project driveways.

¹ Institute of Transportation Engineers. 2017. *Trip Generation Manual,* 10th Edition.

² Transportation Research Board. 2017. *Highway Capacity Manual,* 6th Edition.

The ICU methodology compares the volume-to-capacity (v/c) ratios of conflicting turn movements at an intersection, sums these critical conflicting v/c ratios for each intersection approach, and determines the overall ICU. The resulting ICU is expressed in terms of LOS, where LOS A represents free-flow activity and LOS F represents overcapacity operation. Parameters set by the City of Stanton (City) for ICU calculations, including lane capacity and clearance interval, are included in this analysis. The relationship of ICU to LOS is demonstrated in the following table:

Level of Service	ICU
А	0.00-0.60
В	0.61–0.70
С	0.71-0.80
D	0.81-0.90
E	0.91-1.00
F	>1.00

Source: 2019 Orange County Congestion Management Program. ICU = intersection capacity utilization

The HCM methodology calculates the delay experienced by all movements through an intersection. The relationship between LOS and delay for signalized and unsignalized intersections is as follows:

Level of Service	Unsignalized Intersections Delay (sec)	Signalized Intersections Delay (sec)
A	≤10.0	≤10.0
В	>10.0 and ≤15.0	>10.0 and ≤20.0
С	>15.0 and ≤25.0	>20.0 and ≤35.0
D	>25.0 and ≤35.0	>35.0 and ≤55.0
E	>35.0 and ≤50.0	>55.0 and ≤80.0
F	>50.0	>80.0

Source: Transportation Research Board. 2017. *Highway Capacity Manual.* sec = seconds

Level of Service Analysis

Existing Conditions

Existing traffic counts were collected in March 2020, prior to the COVID-19 pandemic, during the a.m. (7:00 a.m.–9:00 a.m.) and p.m. (4:00 p.m.–6:00 p.m.) peak hours. Traffic volumes were escalated by 1 percent to account for possible growth and represent a 2021 condition. Figure 3 presents the existing a.m. and p.m. peak-hour volumes at the study area locations. Attachment B provides the existing traffic counts.

Table B summarizes the results of the existing a.m. and p.m. peak-hour LOS analysis. As Table A indicates, the intersection of Western Avenue/Katella Avenue is currently operating at satisfactory LOS during both peak hours. Attachment C provides the ICU and HCM worksheets.

			Exis	ting	
Study		AM Peak H	our	PM Peak Ho	our
Area No.	Intersection	Delay/ICU	LOS	Delay/ICU	LOS
1	Western Avenue/Katella Avenue	32.6	С	34.6	С
	ICU	0.733	С	0.759	С

Table B: Existing Intersection Level of Service Summary

Note: Delay is reported in seconds.

ICU = intersection capacity utilization

LOS = level of service

Existing Plus Project Conditions

Table C summarizes the results of the Existing Plus Project peak-hour LOS analysis at the intersection of Western Avenue/Katella Avenue and the proposed project driveways. As shown in Table C, the intersection of Western Avenue/Katella Avenue and the proposed project driveways are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Project condition. Attachment C provides the ICU and HCM worksheets.

Table C: Existing Plus Project Intersection Level of Service Summary

			Exis	ting		E	kisting Pl	us Project		Peak-H	lour ∆	
Study		AM Peal	(Hour	PM Peal	k Hour	AM Pea	k Hour	PM Pea	k Hour	Delay		
Area		Delay/		Delay/		Delay/	Delay/					LOS
No.	Intersection	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS	AM	РМ	Impact?
	Western Avenue/	32.6	С	34.6	С	32.7	С	34.9	С	0.1	0.3	No
1	Katella Avenue											
	ICU	0.733	С	0.759	С	0.734	С	0.761	С	0.001	0.002	No
2	Project Driveway/	-	-	-	-	15.6	С	13.8	В	-	-	No
2	Katella Avenue											
3	Western Avenue/	-	-	-	-	13.2	В	10.7	В	-	-	No
3	Project Driveway											

Note: Delay is reported in seconds.

 Δ = change

ICU = intersection capacity utilization

LOS = level of service

Existing Plus Cumulative Plus Project Conditions

At the request of the City, a cumulative analysis was prepared due to the proximity of the Lighthouse Infill Residential project (10871 Western Avenue) north of the proposed project along Western Avenue. Traffic volumes for the Lighthouse Infill Residential project, obtained from the *Lighthouse Project Traffic Assessment* (Rick Engineering, November 2019), were added to the Existing Plus Project volumes to determine the Existing Plus Cumulative Plus Project condition. Figure 4 illustrates the Existing Plus Cumulative Plus Project a.m. and p.m. peak-hour volumes. Table D summarizes the results of the Existing Plus Cumulative Plus Project peak-hour LOS analysis at the intersection of Western Avenue/Katella Avenue and the proposed project driveways. As shown in Table D, the intersection of Western Avenue/Katella Avenue and the proposed project driveways are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Cumulative Plus Project condition. Attachment C provides the ICU and HCM worksheets.

			Exis	ting		Exis	ting Plus Plus P	Cumulati roject	ve	Peak-H		
Study		AM Peal	k Hour	PM Peal	k Hour	AM Pea	k Hour	PM Pea	k Hour	Delay		
Area		Delay/		Delay/		Delay/		Delay/				LOS
No.	Intersection	ICU	LOS	ICU	LOS	ICU	LOS	ICU	LOS	AM	PM	Impact?
	Western Avenue/	32.6	С	34.6	С	33.0	С	35.1	D	0.4	0.5	No
1	Katella Avenue	32.6	J	54.0	J	55.0	C	55.1	D	0.4	0.5	NO
	ICU	0.733	С	0.759	С	0.736	С	0.762	С	0.003	0.003	No
2	Project Driveway/				-	15.6	С	13.8	В	_	_	No
2	Katella Avenue	-	-	-	-	15.0	Ľ	15.0	D	-	-	NO
3	Western Avenue/ Project Driveway			-	-	13.2	В	10.8	В	-	-	No

Table D: Existing Plus Project Plus Cumulative Intersection Level of Service Summary

Note: Delay is reported in seconds.

 $\Delta = change$

ICU = intersection capacity utilization

LOS = level of service

Queuing Analysis

A queuing analysis was conducted at the intersection of Western Avenue/Katella Avenue and the proposed project driveways using the HCM, 6th Edition. The purpose of the queuing analysis is to determine the adequacy of the existing turn storage capacity and identify the potential for vehicles to spill back into the through lanes. Table E presents the queuing analysis summary at the study intersections. As shown on Table E, the vehicle queues currently exceed the storage lengths at the intersection of Western Avenue/Katella Avenue (northbound left-turn and southbound left-turn lanes) during both peak hours. However, the project would contribute less than one vehicle length (25 feet [ft]) to each of these queues. Therefore, the project would not contribute significant queues to any of the study area intersections or turn movements under Existing Plus Project conditions. Furthermore, the cumulative traffic volumes would not contribute significant queues (less than one vehicle length) to any of the study area intersections or turn movements under Existing Plus Project conditions. Cumulative Plus Project conditions.

It should be noted that the applicant will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 ft to 175 ft. In addition, the applicant will install a No Left Turn (R3-2) sign at the proposed project driveway on Western Avenue to prohibit northbound left turns into the project site. As no queuing impacts have been identified, project mitigation is not required. However, the applicant will implement these voluntary measures to address City comments.

The proposed project driveway on Katella Avenue is approximately 130 ft west of the intersection of Western Avenue/Katella Avenue. As shown in Table E, there would be no inbound (westbound right-turn) queues and no outbound (southbound right-turn) queues at the proposed project driveway along Katella Avenue. Also, there would be no outbound (eastbound right-turn) queues at the proposed project driveway along Western Avenue. Therefore, the proposed project would not result in any significant queuing along Katella Avenue or Western Avenue.

Table E: Project Queuing and Storage Lengths

			Storage		Exis	ting			Existing Pl	us Projec	t	Existing	Plus Cumu	lative Plu	ıs Project
	Intersection	Turn Lane	Length	AM Pea	ak Hour	PM Pea	ak Hour	AM Pe	ak Hour	PM Pea	ak Hour	AM Pe	ak Hour	PM Pea	ak Hour
			(ft)	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹
	Mastern Austral	NBL	100	112	154	169	169	112	154	170	170	112	154	170	170
1	Western Avenue/ Katella Avenue	SBL	100	112	108	119	152	116	111	121	157	121	116	124	160
	Katella Avenue	EBL	200	73	93	135	166	74	95	138	170	75	98	140	173
2	Project Driveway/	SBR	75	-	-	-	-	5	-	3	-	5	-	3	-
2	Katella Avenue	WBR	130	-	-	-	-	2	-	8	-	2	-	8	-
3	Western Avenue/ Project Driveway	EBR	30	-	-	-	-	5	-	3	-	5	-	3	-

¹ Queue is reported in feet. One vehicle is approximately 25 feet.

= queue exceeds storage length

EBL = eastbound left

EBR = eastbound right

NBL = northbound left

SBL = southbound left

SBR = southbound right WBR = westbound right

Vol = volume

INTERNAL CIRCULATION ASSESSMENT

The internal vehicular and pedestrian circulation of the proposed project site was reviewed to ensure there would be no conflicts between vehicles and pedestrians. As shown on the site plan (Figure 2), the potential conflict between vehicles and pedestrians could occur at the proposed project driveways along Katella Avenue and Western Avenue. It is recommended that the proposed project driveways be clear of obstructions so that pedestrians would be visible to the vehicles exiting the project site.

The Parking Design and Development Standards of the City's Municipal Code (Chapter 20.320, Section 070) require multifamily residential driveways serving 11 or more dwelling units to provide a minimum of 12.5 ft in width for one-way traffic and a minimum of 25 ft for two-way traffic. As shown on the site plan, the proposed project driveways and the drive aisles that provide garage access to each dwelling unit have a proposed width of 25 ft. As such, the proposed project driveways and drive aisles meet the City's driveway width standards.

Furthermore, the City requires that parking spaces on site be located so that vehicle maneuvers are at least 20 ft away from a vehicular entrance, as measured from the face of the curb. As shown on the site plan, all of the guest parking spaces are located at least 20 ft from the proposed project driveways. As such, the proposed project complies with the City's standards with respect to parking maneuvering area.

VEHICLE MILES TRAVELED ANALYSIS

Background and Methodology

As a result of Senate Bill (SB) 743, the California Office of Administrative Law cleared the revised CEQA guidelines for use on December 28, 2018. Among the changes to the guidelines was removal of vehicle delay and LOS from consideration under CEQA. The intent of SB 743 and the revised CEQA guidelines is to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on VMT. The new guidelines must be used starting July 1, 2020.

The City has not yet adopted or established VMT analysis guidelines or thresholds. However, the *Guidelines for Evaluating Vehicle Miles Traveled for the County of Orange* (County VMT Guidelines), dated September 17, 2020, provide recommendations for the VMT analysis of a project.

The County recommends VMT screening criteria for small projects. Per the County VMT Guidelines, small projects generating 500 or fewer daily trips are presumed to have a less-than-significant transportation impact.

Analysis

As described earlier, the proposed project would generate 187 net new ADT. Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have less-than-significant project and cumulative impacts.

CONCLUSIONS

Based on the results of this traffic analysis, the intersection of Western Avenue/Katella Avenue currently operates at satisfactory LOS during both peak hours. Western Avenue/Katella Avenue and the proposed project driveways would operate at satisfactory LOS during both peak hours of Existing Plus Project and Existing Plus Cumulative Plus Project conditions.

The vehicle queues currently exceed the available turn lane storage lengths at the northbound leftturn and southbound left-turn lanes at Western Avenue/Katella Avenue. The proposed project would contribute less than one vehicle length (25 ft) to each of these queues, as well as less than one vehicle length to the inbound or outbound movements at the project driveways. In addition, the cumulative traffic volumes would contribute less than one vehicle length to the left-turn queues at Western Avenue/Katella Avenue. As such, the project would not contribute significant queues to any of the study area intersection or driveway turn movements for Existing Plus Project or Existing Plus Cumulative Plus Project conditions.

The proposed project is expected to have minimal conflict with the vehicular and pedestrian internal circulation on site. The proposed project is in compliance with the City's parking requirements with respect to the driveway width and parking maneuvering area on site.

Lastly, the proposed project is screened out from a VMT analysis because it would not exceed 500 ADT. Therefore, the proposed project is anticipated to have a less-than-significant transportation impact.

If you have any questions, please do not hesitate to contact me at (951) 781-9310 or ambarish.mukherjee@lsa.net.

Sincerely,

LSA Associates, Inc.

Ambarish Mukherjee, PE, AICP Principal

Attachments: A: Figures 1–4

- B: Existing Traffic Counts
- C: ICU and HCM Worksheets





ATTACHMENT A

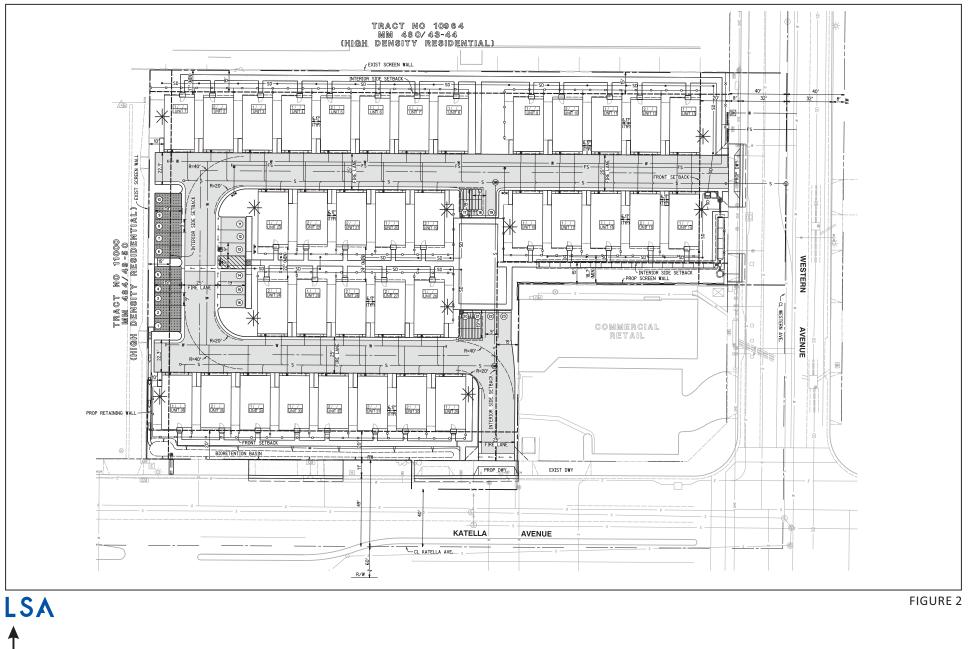
FIGURES 1–4



SOURCE: Bing Maps

I:\KBH2001\G\Traffic\Project Location&Ints.cdr (2/18/2021)

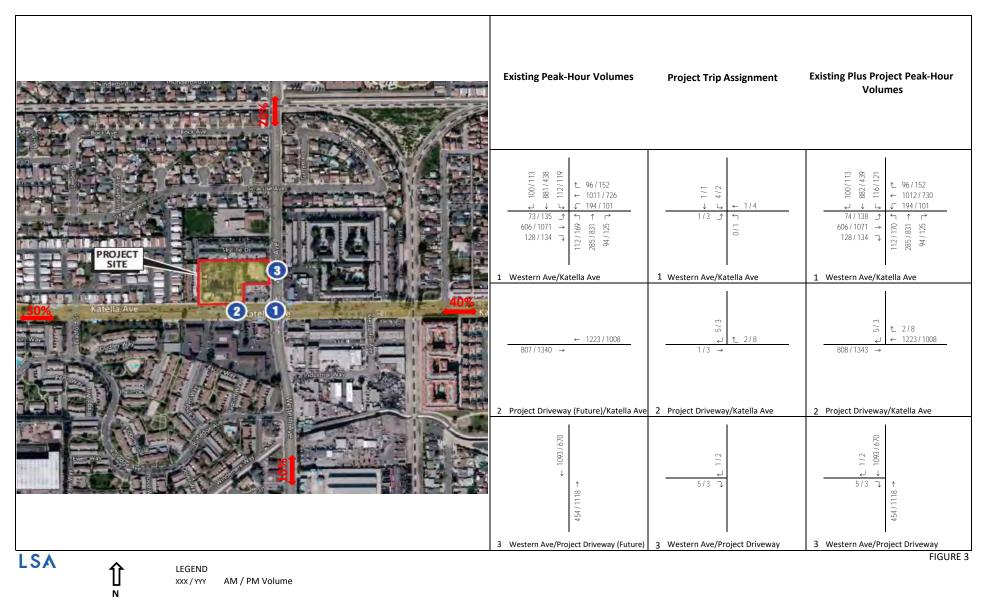
Project Location



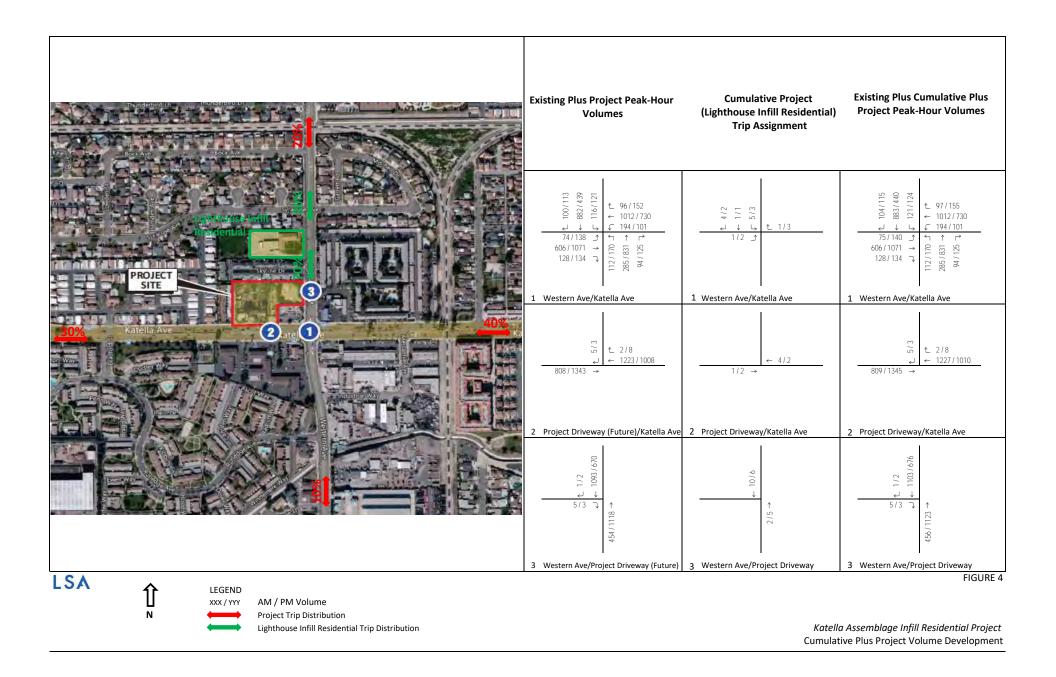
0 33 66 FEET SOURCE: Rick Engineering Company

Katella Assemblage Infill Residential Project Site Plan

I:\KBH2001\G\Traffic\Site Plan.cdr (2/18/2021)



Katella Assemblage Infill Residential Project Existing Plus Project Volume Development





ATTACHMENT B

EXISTING TRAFFIC COUNTS

Counts Unlimited PO Box 1178 Corona, CA 92878 951-268-6268

City of Cypress N/S: Western Avenue E/W: Katella Avenue Weather: Clear File Name : 11_CYP_West_Kat AM Site Code : 05120183 Start Date : 3/12/2020 Page No : 1

Groups Printed- Passenger Vehicles - Large 2 Axle Vehicles - 3 Axle Vehicles - 4+ Axle Trucks

		Wes	stern Av	renue			Kat	ella Ave	enue			Wes	stern Av	enue		Katella Avenue							
		S	outhbou	und			V	Vestbou	nd			N	orthbou	nd			E	Eastbou	nd				
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Exclu. Total	Inclu. Total	Int. Total
07:00 AM	14	186	15	0	215	24	165	21	3	210	14	63	10	2	87	12	155	28	10	195	15	707	722
07:15 AM	24	241	19	1	284	36	244	14	2	294	37	62	18	4	117	10	144	26	14	180	21	875	896
07:30 AM	27	212	27	3	266	50	265	28	2	343	24	70	21	6	115	26	148	29	13	203	24	927	951
07:45 AM	41	247	26	1	314	52	249	24	1	325	28	76	31	5	135	17	171	35	13	223	20	997	1017
Total	106	886	87	5	1079	162	923	87	8	1172	103	271	80	17	454	65	618	118	50	801	80	3506	3586
08:00 AM	19	172	27	4	218	54	243	29	3	326	22	74	23	4	119	19	137	37	17	193	28	856	884
08:15 AM	25	162	26	4	213	43	204	18	1	265	25	74	24	4	123	11	137	39	15	187	24	788	812
08:30 AM	16	154	29	2	199	39	179	14	1	232	17	75	20	2	112	16	95	40	15	151	20	694	714
08:45 AM	31	155	21	3	207	30	164	15	0	209	23	60	19	3	102	17	128	25	7	170	13	688	701
Total	91	643	103	13	837	166	790	76	5	1032	87	283	86	13	456	63	497	141	54	701	85	3026	3111
	1																						
Grand Total	197	1529	190	18	1916	328	1713	163	13	2204	190	554	166	30	910	128	1115	259	104	1502	165	6532	6697
Apprch %	10.3	79.8	9.9			14.9	77.7	7.4			20.9	60.9	18.2			8.5	74.2	17.2					
Total %	3	23.4	2.9		29.3	5	26.2	2.5		33.7	2.9	8.5	2.5		13.9	2	17.1	4		23	2.5	97.5	
Passenger Vehicles	195	1512	188		1913	311	1675	158		2157	175	539	150		894	126	1066	248		1540	0	0	6504
% Passenger Vehicles	99	98.9	98.9	100	98.9	94.8	97.8	96.9	100	97.3	92.1	97.3	90.4	100	95.1	98.4	95.6	95.8	96.2	95.9	0	0	97.1
Large 2 Axle Vehicles	2	14	2		18	10	20	5		35	6	10	10		26	2	33	8		46	0	0	125
% Large 2 Axle Vehicles	1	0.9	1.1	0	0.9	3	1.2	3.1	0	1.6	3.2	1.8	6	0	2.8	1.6	3	3.1	2.9	2.9	0	0	1.9
3 Axle Vehicles	0	0	0		0	0	13	0		13	2	3	2		7	0	9	3		13	0	0	33
% 3 Axle Vehicles	0	0	0	0	0	0	0.8	0	0	0.6	1.1	0.5	1.2	0	0.7	0	0.8	1.2	1	0.8	0	0	0.5
4+ Axle Trucks	0	3	0		3	7	5	0		12	7	2	4		13	0	7	0		7	0	0	35
% 4+ Axle Trucks	0	0.2	0	0	0.2	2.1	0.3	0	0	0.5	3.7	0.4	2.4	0	1.4	0	0.6	0	0	0.4	0	0	0.5

		Western				Katella					Avenue						
		South	bound			Westk	bound			North	bound			Eastb	ound		
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis F	rom 07:00 A	M to 08:4	5 AM - Pe	eak 1 of 1													
Peak Hour for Entire	Intersection	Begins at	07:15 AM														
07:15 AM	24	241	19	284	36	244	14	294	37	62	18	117	10	144	26	180	875
07:30 AM	27	212	27	266	50	265	28	343	24	70	21	115	26	148	29	203	927
07:45 AM	41	247	26	314	52	249	24	325	28	76	31	135	17	171	35	223	997
08:00 AM	19	172	27	218	54	243	29	326	22	74	23	119	19	137	37	193	856
Total Volume	111	872	99	1082	192	1001	95	1288	111	282	93	486	72	600	127	799	3655
% App. Total	10.3	80.6	9.1		14.9	77.7	7.4		22.8	58	19.1		9	75.1	15.9		
PHF	.677	.883	.917	.861	.889	.944	.819	.939	.750	.928	.750	.900	.692	.877	.858	.896	.916

Counts Unlimited PO Box 1178 Corona, CA 92878 951-268-6268

City of Cypress N/S: Western Avenue E/W: Katella Avenue Weather: Clear File Name : 11_CYP_West_Kat PM Site Code : 05120183 Start Date : 3/12/2020 Page No : 1

Groups Printed- Passenger Vehicles - Large 2 Axle Vehicles - 3 Axle Vehicles - 4+ Axle Trucks

	Western Avenue						Kat	tella Ave	enue		Western Avenue Katella Avenue												
		Sc	outhbou	und			<u> </u>	Vestbou	nd			N	<u>orthbou</u>	nd			E	astbou	nd				
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Exclu. Total	Inclu. Total	Int. Total
04:00 PM	22	116	24	5	162	19	161	15	1	195	28	223	32	2	283	29	184	34	6	247	14	887	901
04:15 PM	18	76	15	2	109	27	203	33	2	263	23	149	25	1	197	36	241	32	5	309	10	878	888
04:30 PM	30	112	21	3	163	26	166	35	5	227	40	219	34	4	293	35	213	29	8	277	20	960	980
04:45 PM	25	103	20	5	148	26	183	34	3	243	36	166	29	2	231	39	293	36	9	368	19	990	1009
Total	95	407	80	15	582	98	713	117	11	928	127	757	120	9	1004	139	931	131	28	1201	63	3715	3778
05:00 PM	27	94	34	5	155	19	148	30	5	197	46	237	30	3	313	28	246	35	10	309	23	974	997
05:15 PM	33	121	30	3	184	27	201	35	2	263	34	194	30	6	258	39	302	29	6	370	17	1075	1092
05:30 PM	22	111	16	6	149	26	170	37	3	233	40	213	40	3	293	33	274	35	15	342	27	1017	1044
05:45 PM	36	108	32	4	176	28	200	48	2	276	47	179	24	2	250	34	238	34	6	306	14	1008	1022
Total	118	434	112	18	664	100	719	150	12	969	167	823	124	14	1114	134	1060	133	37	1327	81	4074	4155
	1																						
Grand Total	213	841	192	33	1246	198	1432	267	23	1897	294	1580	244	23	2118	273	1991	264	65	2528	144	7789	7933
Apprch %	17.1	67.5	15.4			10.4	75.5	14.1			13.9	74.6	11.5			10.8	78.8	10.4					
Total %	2.7	10.8	2.5		16	2.5	18.4	3.4		24.4	3.8	20.3	3.1		27.2	3.5	25.6	3.4		32.5	1.8	98.2	
Passenger Vehicles	213	816	192		1254	188	1414	267		1892	290	1571	229		2113	273	1943	233		2505	0	0	7764
% Passenger Vehicles	100	97	100	100	98	94.9	98.7	100	100	98.5	98.6	99.4	93.9	100	98.7	100	97.6	88.3	86.2	96.6	0	0	97.9
Large 2 Axle Vehicles	0	19	0		19	5	9	0		14	0	8	5		13	0	20	6		27	0	0	73
% Large 2 Axle Vehicles	0	2.3	0	0	1.5	2.5	0.6	0	0	0.7	0	0.5	2	0	0.6	0	1	2.3	1.5	1	0	0	0.9
3 Axle Vehicles	0	1	0		1	2	6	0		8	2	0	2		4	0	9	5		16	0	0	29
% 3 Axle Vehicles	0	0.1	0	0	0.1	1	0.4	0	0	0.4	0.7	0	0.8	0	0.2	0	0.5	1.9	3.1	0.6	0	0	0.4
4+ Axle Trucks	0	5	0		5	3	3	0		6	2	1	8		11	0	19	20		45	0	0	67
% 4+ Axle Trucks	0	0.6	0	0	0.4	1.5	0.2	0	0	0.3	0.7	0.1	3.3	0	0.5	0	1	7.6	9.2	1.7	0	0	0.8

		Western Avenue Southbound				Katella Avenue				Western Avenue				Katella Avenue			
		South	oound			Westb	ound			North	bound			Eastb	ound		
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1 Peak Hour for Entire Intersection Begins at 05:00 PM																	
Peak Hour for Entire	Intersection	Begins at	05:00 PM														
05:00 PM	27	94	34	155	19	148	30	197	46	237	30	313	28	246	35	309	974
05:15 PM	33	121	30	184	27	201	35	263	34	194	30	258	39	302	29	370	1075
05:30 PM	22	111	16	149	26	170	37	233	40	213	40	293	33	274	35	342	1017
05:45 PM	36	108	32	176	28	200	48	276	47	179	24	250	34	238	34	306	1008
Total Volume	118	434	112	664	100	719	150	969	167	823	124	1114	134	1060	133	1327	4074
% App. Total	17.8	65.4	16.9		10.3	74.2	15.5		15	73.9	11.1		10.1	79.9	10		
PHF	.819	.897	.824	.902	.893	.894	.781	.878	.888	.868	.775	.890	.859	.877	.950	.897	.947



ATTACHMENT C

ICU AND HCM WORKSHEETS

Existing AM Mon Feb 22, 2021 10:44:50	Page 2-1
Level Of Service Computation Report	
ICU 1(Loss as Cycle Length %) Method (Base Volume Alternativ	
***************************************	*****
Intersection #1 Western Avenue/Katella Avenue	* * * * * * * * * * * * *
Cycle (sec): 100 Critical Vol./Cap.(X):	0.733
Loss Time (sec):10Average Delay (sec/veh):Optimal Cycle:54Level Of Service:	XXXXXX
***************************************	* * * * * * * * * * * * *
	Vest Bound
	- T - R
Control: Protected Protected Protected P	
Rights: Include Include Ovl	Ovl
Y+R: 4.0 <td></td>	
Lanes: 1 0 1 1 0 1 0 1 1 0 1 0 3 0 1 1	0 3 0 1
	1011 96
) 1.00 1.00
	4 1011 96
	0 1.00 1.00
5	0 1.00 1.00
5	1011 96
Reduct Vol: 0 0 0 0 0 0 0 0 0 0	0 0
Reduced Vol: 112 285 94 112 881 100 73 606 128 194	1011 96
PCE Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	0 1.00 1.00
MLF Adj: 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	0 1.00 1.00
FinalVolume: 112 285 94 112 881 100 73 606 128 194	1 1011 96
OvlAdjVol: 16	0
Saturation Flow Module:	
) 1600 1600
	0 1.00 1.00
	0 3.00 1.00
	0 4800 1600
Capacity Analysis Module: Vol/Sat: 0.07 0.12 0.12 0.07 0.31 0.31 0.05 0.13 0.08 0.12	2 0.21 0.06
V01/Sat. 0.07 0.12 0.12 0.07 0.31 0.31 0.05 0.13 0.08 0.12 OvlAdjV/S: 0.01	0.00
OVIAd JV/S: 0.01 Crit Moves: **** ****	****
CIIC MOVES.	* * * * * * * * * * * * *

Existing PM		Мс	n Feb	22, 2	2021 10				Page	2-1					
* * * * * * * * * * * * *	Level Of Service Computation Report ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative) ************************************														
						*****	* * * * * *	******	* * * * * * * * * *	******					
Cycle (sec):		100			Critic										
	ec):				Averag	ai vu. e Del:	av (ge	$P \cdot (\Lambda) \cdot P \cdot (\Lambda) \cdot P \cdot (\Lambda)$: ***						
Loss Time (se Optimal Cycle		59			Lovel	OF Con	ryide	•	: xxx	C					

Approach:								ound							
Movement:					– R										
Control:	I Prot	ected	ו Pi	rotect	ed	I Pi	rotect	ed I	Protec	ted					
Rights: Include Include Ovl Ovl															
Min. Green:	0			0	0			0							
Y+R:	4.0 4		4.0	-		4.0			4.0 4.0						
Lanes:		1 1 0			1 0			0 1							
Volume Module		·	1		1			1	1	I					
Base Vol:	169 8	31 125	119	438	113	135	1071	134	101 726	152					
Growth Adj:	1.00 1.	00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00 1.00	1.00					
Initial Bse:	169 8	31 125	119	438	113	135	1071	134	101 726	152					
User Adj:	1.00 1.	00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00 1.00	1.00					
PHF Adj:	1.00 1.	00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00 1.00	1.00					
PHF Volume:	169 8	31 125	119	438	113	135	1071	134	101 726	152					
Reduct Vol:	0	0 0	0	0	0	0	0	0	0 0	0					
Reduced Vol:	169 8	31 125	119	438	113	135	1071	134	101 726	152					
PCE Adj:	1.00 1.	00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00 1.00	1.00					
MLF Adj:	1.00 1.	00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00 1.00	1.00					
FinalVolume:	169 8	31 125	119	438	113	135	1071	134	101 726	152					
OvlAdjVol:								0		33					
Saturation F															
Sat/Lane:	1600 16			1600	1600		1600	1600	1600 1600						
5	1.00 1.			1.00	1.00		1.00	1.00	1.00 1.00						
Lanes:	1.00 1.			1.59	0.41		3.00	1.00	1.00 3.00						
Final Sat.:				2544	656		4800	1600	1600 4800						
	1	I													
Capacity Anal	-		0 05	0 1 5	0 1 5	0 00	0 00	0 00	0 00 0 15	0 1 0					
Vol/Sat:	U.II 0.	30 0.30	0.07	0.17	0.1/	0.08	0.22		0.06 0.15						
OvlAdjV/S:	* *	++	* * * *				* * * *	0.00	* * * *	0.02					
Crit Moves:				*****	* * * * * * *	* * * * * *		******		******					

Existing Plu	s Project			22, 2	2021 10	:47:1			Page	2-1
		Level O	f Serv	vice (Computa	tion H	Report	5		
	l(Loss as									
*********						* * * * * *	* * * * * *	******	*******	* * * * * * *
Intersection						*****	* * * * * *	*****	* * * * * * * * * *	* * * * * * *
Cycle (sec):	1	L00			Critic	al Vo	l./Car	p.(X):	0. : xxx	734
Loss Time (s	ec):	10			Averag	e Dela	ay (se	ec/veh)	: xxx	xxx
Optimal Cycle	e:	55			Level	Of Sei	rvice	:		С
* * * * * * * * * * * *										
Approach:										
Movement:										
Control:	Drotor	 ntod	'	rotod	 - od		rotoat	 - 0d	Drotog	
Rights:		lude			ude		077]		017]	
Min. Green:				0	0	0	0	0	0 0	0
Y+R:									4.0 4.0	
Lanes:	1 0 1				1 0			0 1		
Volume Module	e :									
Base Vol:	112 285	5 94	116	882	100	· -	606	128	194 1012	96
Growth Adj:				1.00	1.00		1.00	1.00	1.00 1.00	
Initial Bse:			116	882	100		606	128	194 1012	
User Adj:				1.00	1.00		1.00	1.00	1.00 1.00	
PHF Adj:				1.00	1.00	1.00 74	1.00	1.00	1.00 1.00	
PHF Volume: Reduct Vol:			116 0	882 0	100 0	/4 0	606 0	128 0	194 1012 0 0	
Reduced Vol:			116	882	100	74		128	194 1012	-
PCE Adj:	1.00 1.00			1.00	1.00		1.00	1.00	1.00 1.00	
MLF Adj:	1.00 1.00			1.00	1.00		1.00	1.00	1.00 1.00	
FinalVolume:			116	882	100		606	128	194 1012	
OvlAdjVol:								16		0
Saturation F										
Sat/Lane:	1600 1600			1600	1600		1600	1600	1600 1600	
5	1.00 1.00			1.00	1.00		1.00	1.00	1.00 1.00	
Lanes:	1.00 1.50			1.80	0.20		3.00	1.00	1.00 3.00	
Final Sat.:				2874			4800	1600	1600 4800	
Capacity Ana	1									
Vol/Sat:	-		0 07	0 21	0 31	0 05	0 1 3	0 08	0.12 0.21	0.06
OvlAdjV/S:	0.07 0.12	. 0.12	5.07	3.31	0.51	5.05	5.15	0.00	0.12 0.21	0.00
Crit Moves:	* * * *			* * * *		* * * *		0.01	* * * *	0.00
****	* * * * * * * * * *	* * * * * * *	* * * * * *	* * * * * *	* * * * * * *	* * * * * *	* * * * * *	* * * * * * *	* * * * * * * * * *	* * * * * * *

Existing Plu			PM Mo	n Feb	22, 2	2021 10	:48:09	Ð			Page	2-1
						Computa						
						ethod (
* * * * * * * * * * * * *	*****	* * * * *	******	* * * * * *	* * * * * *	* * * * * * *	* * * * * *	* * * * * *	******	*****	*****	*****
Intersection				- ,			* * * * * *	* * * * * *	*****	* * * * * *	* * * * * *	*****
Cycle (sec):		10	00			Critic	al Vo	l./Car	o.(X):		0.7	61
Loss Time (se	ec):	1	LO			Averaq	e Dela	av (se	ec/veh)	:	XXXX	xx
Optimal Cycle	e:	F	59			Critic Averag Level	Of Sei	rvice	. ,			С

Approach:	Nor	th Bo	und	Soi	ith Bo	hund	E	ast Bo	hund	We	est Bo	und
Movement:						– R					- Т	
											_	
Control:	 Dr			ן ן ת	roteat		ן ת	roteat		 Dr	roteat	
Rights:			ıde							PI	.ocecc Ovl	.eu
5					0	ıde	0	001	0	0	001	0
Min. Green:			0			0	0	0	0	0	0	0
Y+R:		4.0		4.0					4.0			
Lanes:			1 0			1 0	, <u> </u>) 3	0 1	, I () 3	
Volume Module	e:											
Base Vol:		831	125	121		113		1071	134	101		152
Growth Adj:			1.00		1.00	1.00		1.00	1.00	1.00		1.00
Initial Bse:	170	831	125	121	439	113	138	1071	134	101	730	152
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	170	831	125	121	439	113	138	1071	134	101	730	152
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	170	831	125	121	439	113	138	1071	134	101	730	152
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	170	831	125	121	439	113	138	1071	134	101	730	152
OvlAdjVol:									0			31
Saturation F				1		1	1		1	i		I
Sat/Lane:	1600		1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
	1.00		1.00		1.00	1.00		1.00	1.00	1.00		1.00
Lanes:	1.00		0.26		1.59			3.00	1.00	1.00		1.00
Final Sat.:			418		2545	655		4800	1600	1600		1600
Capacity Ana	1		1	I		I	I		I	I		I
Vol/Sat:				0 08	0 17	0 17	0 00	0 22	0.08	0 06	0.15	0.10
OvlAdjV/S:	0.11	0.50	0.50	0.00	0.1/	0.1/	0.09	0.22	0.00	0.00	0.10	0.02
		* * * *		* * * *				* * * *	0.00	* * * *		0.02
**************************************			******		* * * * * *	* * * * * * *	* * * * * *		******	*****	*****	* * * * * *

Existing Plu	s Cumul Pl	us PrTh	u Apr	29, 2	2021 14	:55:30	5			Page	2-1
		Level O									
	l(Loss as										
* * * * * * * * * * * * *						* * * * * *	* * * * * *	******	*****	* * * * *	* * * * * * *
Intersection						*****	* * * * * *	*****	* * * * * *	* * * * *	* * * * * * *
Cycle (sec):	1	00			Critic Averag	al Vol	l./Car	5.(X):		0.7	36
Loss Time (se	ec):	10			Averaq	e Dela	ay (se	ec/veh)	:	XXXX	xxx
Optimal Cycle	e:	10 55			Level	Of Sei	rvice				С
*****	- * * * * * * * * * *	******	* * * * * *	*****	******	*****	*****	******	*****	* * * * *	*****
Approach:	North B	ound	Soi	ith Bo	ound	Ea	ast Bo	ound	We	st Bo	und
Movement:					- R					T	
										-	
Control:	Protec	+ ed	 D1	roteat	- ed	ן ית	roteat	- ed	l Dr	oteat	l ber
Rights:		ude			ıde		Ovl	Leu	FL	Ovl	eu
Min. Green:	0 0			0	0	0		0	0	•••=	0
								4.0			
Y+R:	4.0 4.0		4.0								4.0
Lanes:	1 0 1				1 0			0 1		3	
	•										
Volume Module											
Base Vol:	112 285		121		104	75		128		1012	97
Growth Adj:				1.00	1.00		1.00	1.00	1.00		1.00
Initial Bse:		94	121	883	104	75	606	128		1012	97
User Adj:	1.00 1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
PHF Adj:	1.00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	112 285	94	121	883	104	75	606	128	194	1012	97
Reduct Vol:	0 0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	112 285	94	121	883	104	75	606	128	194	1012	97
PCE Adj:	1.00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00 1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	112 285	94	121	883	104	75	606	128	194	1012	97
OvlAdjVol:								16			0
Saturation F					1			1	I		1
Sat/Lane:	1600 1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
	1.00 1.00			1.00	1.00		1.00	1.00	1.00		1.00
Lanes:	1.00 1.50			1.79	0.21		3.00	1.00	1.00		1.00
Final Sat.:				2863	337		4800	1600	1600		1600
Capacity Ana	1	1	I		I	I		I	I		I
Vol/Sat:	-		0 08	0 21	0 21	0 05	0 1 2	0.08	0.12	0 21	0.06
OvlAdjV/S:	0.07 0.12	0.12	0.00	0.51	0.51	0.05	0.10	0.03	0.12	0.21	0.00
Crit Moves:	* * * *			* * * *		* * * *		0.01		* * * *	0.00
**************************************		* * * * * * *			******		* * * * * *	******			* * * * * *

Existing Plu	s Cumi	ıl Plı	us PrTh	u Apr	29, 2	2021 14	:59:4′	7			Page	2-1
						 ~						
			Level O								,	
			Cycle L									
**********							* * * * * *	* * * * * *	* * * * * * *	* * * * * *	* * * * *	* * * * * *
Intersection				- ,			*****	* * * * * *	* * * * * * *	* * * * * *	* * * * *	* * * * * * *
Cycle (sec):		10	00			Critic	al Voi	l./Car	5.(X):		0.7	62
Loss Time (se	ec):		10			Averaq	e Dela	ay (se	ec/veh)	:	XXXX	xxx
Optimal Cycle	e:	1	00 10 59			Level	Of Sei	rvice				С

Approach:	Noi	rth Bo	ound	Soi	ith Bo	ound	Ea	ast Bo	ound	We	st Bo	ound
Movement:						– R					T	
											-	
Control:	I Di	roted	l ted	I D1	roted	- ed		rotect	-ed	I Dr	otect	ed
Rights:			ude			ıde		0v1			Ov_1	cu
Min. Green:					0	0	0	0,1	0	0	0	0
Y+R:		4.0		4.0			1 0	1 0	4.0	1 0	1 0	
Lanes:			1 0			1 0			4.0 0 1		3	
Lanes.							, <u> </u>	5 5				
Volume Modul												
Base Vol:		831	125	124	440	115	140	1071	134	101	730	155
Growth Adi:								1.00	1.00	1.00		1.00
5			1.00		1.00	1.00						155
Initial Bse:			125	124	440	115		1071	134	101		
User Adj:	1.00		1.00		1.00	1.00		1.00	1.00	1.00		1.00
PHF Adj:			1.00		1.00	1.00		1.00	1.00	1.00		1.00
PHF Volume:		831	125	124	440	115		1071	134	101	730	155
	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:		831	125	124	440	115		1071	134		730	155
PCE Adj:	1.00		1.00		1.00	1.00		1.00	1.00	1.00		1.00
MLF Adj:	1.00		1.00		1.00	1.00		1.00	1.00	1.00		1.00
FinalVolume:	170	831	125	124	440	115	140	1071	134	101	730	155
OvlAdjVol:									0			31
Saturation F												
Sat/Lane:		1600	1600		1600	1600		1600	1600	1600		1600
5	1.00	1.00	1.00		1.00	1.00		1.00	1.00	1.00		1.00
Lanes:	1.00		0.26		1.59			3.00	1.00	1.00		1.00
Final Sat.:			418		2537			4800	1600	1600	4800	1600
Capacity Ana	-											
Vol/Sat:	0.11	0.30	0.30	0.08	0.17	0.17	0.09	0.22	0.08	0.06	0.15	0.10
OvlAdjV/S:									0.00			0.02
0110 110105				* * * *				* * * *		* * * *		
******	* * * * * *	* * * * *	* * * * * * *	* * * * * *	* * * * * *	* * * * * * *	* * * * * *	* * * * * *	* * * * * * *	* * * * * *	* * * * *	* * * * * *

HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	<u>۲</u>	ተተተ	1	٦.	ተተተ	1	<u>۲</u>	∱ }		٦	≜ ⊅	
Traffic Volume (veh/h)	73	606	128	194	1011	96	112	285	94	112	881	100
Future Volume (veh/h)	73	606	128	194	1011	96	112	285	94	112	881	100
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	79	659	139	211	1099	104	122	310	102	122	958	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	102	950	432	250	1375	566	154	922	298	156	1126	128
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.35	0.35	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3216	366
Grp Volume(v), veh/h	79	659	139	211	1099	104	122	207	205	122	529	538
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1805
Q Serve(g_s), s	3.3	9.2	5.3	8.8	15.2	3.4	5.1	6.5	6.7	5.1	20.9	20.9
Cycle Q Clear(g_c), s	3.3	9.2	5.3	8.8	15.2	3.4	5.1	6.5	6.7	5.1	20.9	20.9
Prop In Lane	1.00	050	1.00	1.00	4075	1.00	1.00	(00	0.50	1.00	(00	0.20
Lane Grp Cap(c), veh/h	102	950	432	250	1375	566	154	620	599	156	622	632
V/C Ratio(X)	0.78	0.69	0.32	0.84	0.80	0.18	0.79	0.33	0.34	0.78	0.85	0.85
Avail Cap(c_a), veh/h	150	1210	513	251	1499	604	157	620	599	279	622	632
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.9	22.0	31.8	25.8	16.8	34.0	18.2	18.3	33.9	22.8	22.8
Incr Delay (d2), s/veh	14.0	1.2	0.4	22.3	2.9	0.2	23.3	1.4	1.6	8.2	13.7	13.5
Initial Q Delay(d3),s/veh	0.0 1.8	0.0 3.7	0.0	0.0	0.0 6.2	0.0	0.0 3.1	0.0	0.0	0.0 2.5	0.0	0.0
%ile BackOfQ(50%),veh/In		3.7	1.9	5.2	0.2	1.2	3.1	2.8	2.8	2.5	10.5	10.7
Unsig. Movement Delay, s/veh		30.1	22.5	54.1	28.8	17 0	57.3	19.7	19.8	42.1	36.5	36.3
LnGrp Delay(d),s/veh	49.3	30.1 C	22.5 C	54. I D	28.8 C	17.0 В	57.3 E	19.7 B	19.8 B	42.1 D	30.5 D	-
LnGrp LOS	D		U	D		В	E		В	D		<u> </u>
Approach Vol, veh/h		877			1414			534			1189	
Approach Delay, s/veh		30.6			31.7			28.3			37.0	
Approach LOS		C			C			C			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	31.0	15.1	18.6	11.1	31.1	8.8	24.9				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.9	21.4	10.7	18.0	6.7	26.6	6.4	22.3				
Max Q Clear Time (g_c+I1), s	7.1	8.7	10.8	11.2	7.1	22.9	5.3	17.2				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	2.2	0.0	3.2				
Intersection Summary												
HCM 6th Ctrl Delay			32.6									
HCM 6th LOS			С									

Queues 1: Western Ave & Katella Ave

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Group Flow (vph)	79	659	139	211	1099	104	122	412	122	1067	
v/c Ratio	0.56	0.61	0.21	0.88	0.73	0.13	0.81	0.39	0.54	0.90	
Control Delay	52.2	30.8	4.1	70.4	29.0	3.0	75.2	21.2	41.6	36.5	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	52.2	30.8	4.1	70.4	29.0	3.0	75.2	21.2	41.6	36.5	
Queue Length 50th (ft)	39	108	0	105	184	0	61	75	58	262	
Queue Length 95th (ft)	#93	145	33	#228	234	24	#154	118	108	#387	
Internal Link Dist (ft)		248			275			272		210	
Turn Bay Length (ft)											
Base Capacity (vph)	144	1164	652	240	1503	849	151	1049	268	1189	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.55	0.57	0.21	0.88	0.73	0.12	0.81	0.39	0.46	0.90	
Intersection Summary											

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	^	1	٦.	ተተተ	1	<u>٦</u>	¥î≽		ሻ	∱ }	
Traffic Volume (veh/h)	135	1071	134	101	726	152	169	831	125	119	438	113
Future Volume (veh/h)	135	1071	134	101	726	152	169	831	125	119	438	113
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	147	1164	146	110	789	165	184	903	136	129	476	123
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	1329	612	138	1212	517	224	1029	155	158	826	212
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2799	719
Grp Volume(v), veh/h	147	1164	146	110	789	165	184	518	521	129	301	298
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1741
Q Serve(g_s), s	6.0	16.3	4.6	4.5	10.4	5.8	7.5	20.5	20.5	5.3	10.7	10.9
Cycle Q Clear(g_c), s	6.0	16.3	4.6	4.5	10.4	5.8	7.5	20.5	20.5	5.3	10.7	10.9
Prop In Lane	1.00	1000	1.00	1.00	1010	1.00	1.00	F01	0.26	1.00 158	F04	0.41
Lane Grp Cap(c), veh/h	179 0.82	1329 0.88	612 0.24	138 0.79	1212 0.65	517 0.32	224 0.82	591 0.88	594 0.88	0.82	524 0.57	514 0.58
V/C Ratio(X) Avail Cap(c_a), veh/h	0.82	1355	620	138	1239	525	270	0.88 591	0.88 594	158	524	0.58 514
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1239	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	32.9	26.4	15.5	33.8	25.7	18.9	31.8	23.5	23.5	33.4	22.3	22.4
Incr Delay (d2), s/veh	25.3	6.7	0.2	26.5	1.2	0.4	15.5	16.7	16.7	27.6	4.5	4.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.8	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.4	4.9	4.9
Unsig. Movement Delay, s/veh		7.1	1.0	2.7	7.2	2.1	7.1	10.0	10.0	0.1	т. 7	1.7
LnGrp Delay(d),s/veh	58.2	33.1	15.7	60.3	26.8	19.3	47.3	40.2	40.1	61.0	26.9	27.1
LnGrp LOS	E	С	B	E	C	B	D	D	D	E	C	C
Approach Vol, veh/h		1457			1064			1223			728	
Approach Delay, s/veh		33.9			29.1			41.2			33.0	
Approach LOS		С			C			D			C	
•••	1	0	2	4	с г	/	7				0	
Timer - Assigned Phs	11 1	2	3	4	12.0	6	10.0	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5 7 E	4.5				
Max Green Setting (Gmax), s	6.6 7.2	24.8 22.5	5.8	19.8 10.2	11.3 9.5	20.1	7.5	18.1 12.4				
Max Q Clear Time (g_c+11) , s	7.3	22.5	6.5 0.0	18.3	9.5 0.1	12.9 2.2	8.0 0.0					
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	U. I	2.2	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			34.6									
HCM 6th LOS			С									

Queues 1: Western Ave & Katella Ave

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Group Flow (vph)	147	1164	146	110	789	165	184	1039	129	599	
v/c Ratio	0.83	0.87	0.18	0.81	0.64	0.23	0.73	0.89	0.83	0.61	
Control Delay	70.9	34.9	4.1	76.5	28.4	4.4	48.8	35.1	75.6	25.4	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	70.9	34.9	4.1	76.5	28.4	4.4	48.8	35.1	75.6	25.4	
Queue Length 50th (ft)	69	188	7	52	120	3	82	233	60	119	
Queue Length 95th (ft)	#166	#262	35	#137	160	38	#169	#352	#152	172	
Internal Link Dist (ft)		248			275			272		210	
Turn Bay Length (ft)											
Base Capacity (vph)	177	1342	813	136	1227	709	266	1162	155	974	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.83	0.87	0.18	0.81	0.64	0.23	0.69	0.89	0.83	0.61	
Intersection Summary											

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	<u>۲</u>	^	1	- ሽ	***	1	- ሽ	∱ ⊅		- ኘ	∱ ⊅	
Traffic Volume (veh/h)	74	606	128	194	1012	96	112	285	94	116	882	100
Future Volume (veh/h)	74	606	128	194	1012	96	112	285	94	116	882	100
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1 00	1.00	1.00	1 00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	1870	No	1870	1070	No 1870	1870	1070	No 1870	1070	1870	No 1870	1070
Adj Sat Flow, veh/h/ln Adj Flow Rate, veh/h	1870 80	1870 659	1870	1870 211	1870	1870	1870 122	310	1870 102	1870	959	1870 109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0.92	0.92	0.92	2	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Cap, veh/h	103	954	433	250	1375	570	154	914	295	161	1125	128
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.35	0.35	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3216	365
Grp Volume(v), veh/h	80	659	139	211	1100	104	122	207	205	126	530	538
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1805
Q Serve(g_s), s	3.4	9.2	5.3	8.8	15.3	3.4	5.1	6.5	6.8	5.3	21.0	21.0
Cycle Q Clear(g_c), s	3.4	9.2	5.3	8.8	15.3	3.4	5.1	6.5	6.8	5.3	21.0	21.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		0.20
Lane Grp Cap(c), veh/h	103	954	433	250	1375	570	154	615	594	161	622	631
V/C Ratio(X)	0.78	0.69	0.32	0.84	0.80	0.18	0.79	0.34	0.35	0.78	0.85	0.85
Avail Cap(c_a), veh/h	150	1209	512	251	1498	608	157	615	594	279	622	631
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.9	22.0	31.9	25.9	16.7	34.1	18.4	18.5	33.9	22.9	22.9
Incr Delay (d2), s/veh	14.4	1.2	0.4	22.4	3.0	0.2	23.3	1.5	1.6	8.1	13.8	13.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/In	1.8	3.7	1.9	5.2	6.2	1.2	3.1	2.8	2.8	2.6	10.6	10.7
Unsig. Movement Delay, s/veh LnGrp Delay(d),s/veh	49.7	30.1	22.4	54.2	28.8	16.8	57.4	19.9	20.1	41.9	36.7	36.5
LINGIP Delay(u), siven	49.7 D	50.1 C	22.4 C	04.2 D	20.0 C	10.0 B	57.4 E	19.9 B	20.1 C	41.9 D	50.7 D	30.5 D
Approach Vol, veh/h	D	878	0	D	1415	D		534	0	D	1194	
Approach Delay, s/veh		30.6			31.7			28.5			37.2	
Approach LOS		50.0 C			C			20.0 C			D	
											D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.4	30.8	15.2	18.7	11.1	31.1	8.9	25.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				_
Max Green Setting (Gmax), s	11.9	21.4	10.7	18.0	6.7	26.6	6.4	22.3				
Max Q Clear Time (g_c+11) , s	7.3	8.8	10.8	11.2	7.1	23.0	5.4	17.3				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	2.2	0.0	3.2				
Intersection Summary												
HCM 6th Ctrl Delay			32.7									
HCM 6th LOS			С									

Queues 1: Western Ave & Katella Ave

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Group Flow (vph)	80	659	139	211	1100	104	122	412	126	1068	
v/c Ratio	0.57	0.61	0.21	0.88	0.73	0.13	0.81	0.39	0.56	0.90	
Control Delay	52.6	30.8	4.1	70.4	29.0	3.0	75.2	21.2	42.1	36.6	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	52.6	30.8	4.1	70.4	29.0	3.0	75.2	21.2	42.1	36.6	
Queue Length 50th (ft)	39	108	0	105	184	0	61	75	59	262	
Queue Length 95th (ft)	#95	145	33	#228	234	24	#154	118	111	#388	
Internal Link Dist (ft)		248			275			272		210	
Turn Bay Length (ft)											
Base Capacity (vph)	144	1164	652	240	1503	849	151	1046	268	1189	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.56	0.57	0.21	0.88	0.73	0.12	0.81	0.39	0.47	0.90	
Intersection Summary											

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		† ††	^	1		1
Traffic Vol, veh/h	0	808	1223	2	0	5
Future Vol, veh/h	0	808	1223	2	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage	,# -	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	878	1329	2	0	5

Major/Minor	Major1	ľ	Major2	N	linor2	
Conflicting Flow All	-	0	-	0	-	665
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver		-	-	-	0	345
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuve		-	-	-	-	345
Mov Cap-2 Maneuve	r -	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		SB	
HCM Control Delay, s	s 0		0		15.6	
HCM LOS					С	
Minor Lane/Major Mv	rmt	EBT	WBT	WBR S	Bl n1	
Capacity (veh/h)	IIIC			WDICO	345	
HCM Lane V/C Ratio		-	_	- (0.016	
HCM Control Delay (_	_	_	15.6	
HCM Lane LOS	<u> </u>	-	_	-	C	
HCM 95th %tile Q(ve	h)	-	-	-	0	

Int Delay, s/veh	0						
Movement	EBL	EBR	NBL	NBT	SBT	SBR	
Lane Configurations		1		^	∱î ∌		
Traffic Vol, veh/h	0	5	0	454	1093	1	
Future Vol, veh/h	0	5	0	454	1093	1	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	
Storage Length	-	0	-	-	-	-	
Veh in Median Storage	,# 0	-	-	0	0	-	
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	
Mvmt Flow	0	5	0	493	1188	1	

Major/Minor	Minor2	Μ	ajor1	Ν	/lajor2	
Conflicting Flow All	-	595	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	447	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver		447	-	-	-	-
Mov Cap-2 Maneuver	r -	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s			0		0	
HCM LOS	B		0		0	
	U					
Minor Lane/Major Mv	mt	NBT EI	BLn1	SBT	SBR	
Capacity (veh/h)		-	447	-	-	

Capacity (ven/n)	- 44/	-	-		
HCM Lane V/C Ratio	- 0.012	-	-		
HCM Control Delay (s)	- 13.2	-	-		
HCM Lane LOS	- B	-	-		
HCM 95th %tile Q(veh)	- 0	-	-		

HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	<u> </u>	<u> </u>	1		<u></u>	1	- ሽ	∱ ⊅		<u></u>	∱ ⊅	
Traffic Volume (veh/h)	138	1071	134	101	730	152	170	831	125	121	439	113
Future Volume (veh/h)	138	1071	134	101	730	152	170	831	125	121	439	113
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1 00	1.00	1.00	1 00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	1070	No	1870	1870	No 1870	1870	1070	No 1870	1070	1870	No	1070
Adj Sat Flow, veh/h/ln Adj Flow Rate, veh/h	1870 150	1870 1164	1870	1870	793	1870	1870 185	903	1870 136	1870	1870 477	1870 123
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	903 0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	0.92	0.92	0.92	2	0.92	0.92	0.92	0.92	0.92	0.92	0.92	2
Cap, veh/h	179	1329	613	138	1212	517	225	1029	155	158	825	211
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2801	718
Grp Volume(v), veh/h	150	1164	146	110	793	165	185	518	521	132	302	298
Grp Sat Flow(s), veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1741
Q Serve(g_s), s	6.2	16.3	4.6	4.5	10.5	5.8	7.6	20.5	20.5	5.4	10.8	10.9
Cycle Q Clear(q_c), s	6.2	16.3	4.6	4.5	10.5	5.8	7.6	20.5	20.5	5.4	10.8	10.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.26	1.00		0.41
Lane Grp Cap(c), veh/h	179	1329	613	138	1212	517	225	591	594	158	523	513
V/C Ratio(X)	0.84	0.88	0.24	0.79	0.65	0.32	0.82	0.88	0.88	0.84	0.58	0.58
Avail Cap(c_a), veh/h	179	1355	621	138	1239	525	270	591	594	158	523	513
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.0	26.4	15.5	33.8	25.7	18.9	31.8	23.5	23.5	33.5	22.4	22.4
Incr Delay (d2), s/veh	28.0	6.7	0.2	26.5	1.2	0.4	15.6	16.7	16.7	30.9	4.6	4.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.6	4.9	4.9
Unsig. Movement Delay, s/veh		00.1	15 7	(0.0	04.0	10.0	47.4	10.0	10.1		04.0	07.0
LnGrp Delay(d),s/veh	60.9	33.1	15.7	60.3	26.9	19.3	47.4	40.2	40.1	64.4	26.9	27.2
LnGrp LOS	E	C	В	E	C	В	D	D	D	E	C	С
Approach Vol, veh/h		1460			1068			1224			732	
Approach Delay, s/veh		34.2 C			29.2 C			41.3 D			33.8	
Approach LOS		C			C			D			С	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.6	24.8	5.8	19.8	11.3	20.1	7.5	18.1				
Max Q Clear Time (g_c+I1), s	7.4	22.5	6.5	18.3	9.6	12.9	8.2	12.5				
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	0.1	2.2	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			34.9									
HCM 6th LOS			С									

Queues 1: Western Ave & Katella Ave

EBL 150 0.85 73.6 0.0	EBT 1164 0.87 34.9	EBR 146 0.18 4.1	WBL 110 0.81	WBT 793 0.65	WBR 165	NBL 185	NBT 1039	SBL 132	SBT 600	
0.85 73.6	0.87	0.18				185	1039	132	600	
73.6			0.81	0.65				102	000	
	34.9	11		0.00	0.23	0.73	0.89	0.85	0.62	
0.0		4.1	76.5	28.5	4.4	49.1	35.1	78.8	25.4	
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
73.6	34.9	4.1	76.5	28.5	4.4	49.1	35.1	78.8	25.4	
70	188	7	52	121	3	83	233	62	120	
#170	#262	35	#137	161	38	#170	#352	#157	172	
	248			275			272		210	
177	1342	812	136	1227	709	266	1162	155	974	
0	0	0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	0	0	
0	0	0	0	0	0	0	0	0	0	
0.85	0.87	0.18	0.81	0.65	0.23	0.70	0.89	0.85	0.62	
	73.6 70 #170 177 0 0 0	73.6 34.9 70 188 #170 #262 248 177 1342 0 0 0 0 0 0 0 0 0 0 0 0 0 0	73.6 34.9 4.1 70 188 7 #170 #262 35 248 248 177 1342 812 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	73.6 34.9 4.1 76.5 70 188 7 52 #170 #262 35 #137 248 248	73.6 34.9 4.1 76.5 28.5 70 188 7 52 121 #170 #262 35 #137 161 248 275 275 177 1342 812 136 1227 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	73.6 34.9 4.1 76.5 28.5 4.4 70 188 7 52 121 3 #170 #262 35 #137 161 38 248 275 275 275 177 1342 812 136 1227 709 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	73.6 34.9 4.1 76.5 28.5 4.4 49.1 70 188 7 52 121 3 83 #170 #262 35 #137 161 38 #170 248 275 275 275 266 0<	73.6 34.9 4.1 76.5 28.5 4.4 49.1 35.1 70 188 7 52 121 3 83 233 #170 #262 35 #137 161 38 #170 #352 248 275 275 272 272 1177 1342 812 136 1227 709 266 1162 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	73.6 34.9 4.1 76.5 28.5 4.4 49.1 35.1 78.8 70 188 7 52 121 3 83 233 62 #170 #262 35 #137 161 38 #170 #352 #157 248 275 275 272 272 272 177 1342 812 136 1227 709 266 1162 155 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		^	^	1		1
Traffic Vol, veh/h	0	1343	1008	8	0	3
Future Vol, veh/h	0	1343	1008	8	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage	,# -	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1460	1096	9	0	3

Major/Minor	Major1	Ν	/lajor2	Mi	nor2	
Conflicting Flow All	-	0	-	0	-	548
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	411
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver		-	-	-	-	411
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		SB	
HCM Control Delay, s	0		0		13.8	
HCM LOS					В	
Minor Long/Major Mum	m t	ГОТ			1 1	
Minor Lane/Major Mvr	nt	EBT	WBT	WBR SE		
Capacity (veh/h)		-	-	-	411	
HCM Lane V/C Ratio	\	-	-		0.008	
HCM Control Delay (s)	-	-	-	13.8	
HCM Lane LOS	.)	-	-	-	B	
HCM 95th %tile Q(veh	1)	-	-	-	0	

Int Delay, s/veh	0						
Movement	EBL	EBR	NBL	NBT	SBT	SBR	
Lane Configurations		1		- † †	∱î ≽		
Traffic Vol, veh/h	0	3	0	1118	670	2	
Future Vol, veh/h	0	3	0	1118	670	2	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	:
RT Channelized	-	None	-	None	-	None	
Storage Length	-	0	-	-	-	-	
Veh in Median Storage	,# 0	-	-	0	0	-	
Grade, %	0	-	-	0	0	-	
Peak Hour Factor	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	
Mvmt Flow	0	3	0	1215	728	2	

Major/Minor	Minor2	N	lajor1	Ν	/lajor2	
Conflicting Flow All	-	365	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver		632	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %	~	())		-	-	-
Mov Cap-1 Maneuve		632	-	-	-	-
Mov Cap-2 Maneuve	1 -	-	-	-	-	-
Stage 1 Stage 2	-	-	-	-	-	-
Slage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s	s 10.7		0		0	
HCM LOS	В					
Minor Lano/Major Mu	mt	NDT E	Dl n1	CDT	CDD	

Minor Lane/Major Mvmt	NBT EBLn1	SBT	SBR	
Capacity (veh/h)	- 632	-	-	
HCM Lane V/C Ratio	- 0.005	-	-	
HCM Control Delay (s)	- 10.7	-	-	
HCM Lane LOS	- B	-	-	
HCM 95th %tile Q(veh)	- 0	-	-	

HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	<u>۲</u>	***	1	<u> </u>	***	1	<u>۲</u>	∱ ⊅		ሻ	∱ ⊅	
Traffic Volume (veh/h)	75	606	128	194	1012	97	112	285	94	121	883	104
Future Volume (veh/h)	75	606	128	194	1012	97	112	285	94	121	883	104
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1 00	1.00	1.00	1 00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	1870	No 1870	1870	1870	No 1870	1870	1870	No 1870	1870	1870	No 1870	1870
Adj Sat Flow, veh/h/ln Adj Flow Rate, veh/h	82	659	139	211	1870	1070	1870	310	1870	132	960	113
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	105	960	435	250	1373	575	154	902	291	168	1118	132
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.34	0.34	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3202	377
Grp Volume(v), veh/h	82	659	139	211	1100	105	122	207	205	132	533	540
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1803
Q Serve(g_s), s	3.5	9.2	5.3	8.8	15.3	3.4	5.1	6.6	6.8	5.5	21.2	21.2
Cycle Q Clear(g_c), s	3.5	9.2	5.3	8.8	15.3	3.4	5.1	6.6	6.8	5.5	21.2	21.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		0.21
Lane Grp Cap(c), veh/h	105	960	435	250	1373	575	154	607	586	168	621	629
V/C Ratio(X)	0.78	0.69	0.32	0.85	0.80	0.18	0.79	0.34	0.35	0.79	0.86	0.86
Avail Cap(c_a), veh/h	150	1207	511	250	1495	613	157	607	586	278	621	629
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.8	22.0	31.9	25.9	16.5	34.1	18.7	18.8	33.8	23.0	23.0
Incr Delay (d2), s/veh	15.1	1.2	0.4	22.4	3.0	0.2	23.4	1.5	1.6	7.9	14.3	14.2
Initial Q Delay(d3),s/veh	0.0 1.9	0.0 3.7	0.0 2.0	0.0 5.2	0.0 6.3	0.0 1.2	0.0 3.2	0.0 2.8	0.0 2.8	0.0 2.7	0.0 10.7	0.0
%ile BackOfQ(50%),veh/ln Unsig. Movement Delay, s/veh		J./	2.0	0.Z	0.5	Ι.Ζ	J.Z	Z.0	2.0	Ζ.Ι	10.7	10.9
LnGrp Delay(d),s/veh	50.5	30.0	22.4	54.4	28.9	16.7	57.5	20.2	20.4	41.7	37.4	37.2
LnGrp LOS	D	C	22.4 C	D	20.7 C	В	E	20.2 C	20.4 C	чт.7 D	D	D
Approach Vol, veh/h	D	880		D	1416	D		534	0		1205	
Approach Delay, s/veh		30.7			31.8			28.8			37.8	
Approach LOS		С			С			С			D	
	1		2	Λ		6	7	8				
Timer - Assigned Phs	117	2	15.0	10.0	11 1	0	7					
Phs Duration (G+Y+Rc), s	11.7 4.5	30.5	15.2	18.8	11.1	31.1	9.0	25.0				
Change Period (Y+Rc), s Max Green Setting (Gmax), s	4.5 11.9	4.5 21.4	4.5 10.7	4.5 18.0	4.5 6.7	4.5 26.6	4.5 6.4	4.5 22.3				
Max Q Clear Time (q_c+11), s	7.5	21.4 8.8	10.7	11.2	7.1	20.0	5.5	17.3				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	23.2	0.0	3.2				
	0.1	2.0	0.0	2.0	0.0	2.1	0.0	0.2				
Intersection Summary			00.0									
HCM 6th Ctrl Delay			33.0									
HCM 6th LOS			С									

Queues 1: Western Ave & Katella Ave

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Group Flow (vph)	82	659	139	211	1100	105	122	412	132	1073	
v/c Ratio	0.58	0.61	0.21	0.88	0.73	0.13	0.81	0.40	0.58	0.90	
Control Delay	53.6	30.8	4.1	70.4	29.0	3.0	75.2	21.4	42.7	37.0	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	53.6	30.8	4.1	70.4	29.0	3.0	75.2	21.4	42.7	37.0	
Queue Length 50th (ft)	40	108	0	105	184	0	61	75	62	264	
Queue Length 95th (ft)	#98	145	33	#228	234	24	#154	118	116	#391	
Internal Link Dist (ft)		248			275			272		210	
Turn Bay Length (ft)											
Base Capacity (vph)	144	1164	652	240	1503	849	151	1039	268	1189	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.57	0.57	0.21	0.88	0.73	0.12	0.81	0.40	0.49	0.90	
Intersection Summary											

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		1	^	1		1
Traffic Vol, veh/h	0	809	1227	2	0	5
Future Vol, veh/h	0	809	1227	2	0	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage,	, # -	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	879	1334	2	0	5

Major/Minor	Major1	Ν	Najor2	Ν	linor2	
Conflicting Flow All	-	0	-	0	-	667
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	344
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver		-	-	-	-	344
Mov Cap-2 Maneuver	· -	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		SB	
HCM Control Delay, s	; 0		0		15.6	
HCM LOS					С	
Minor Lane/Major Mvi	mt	EBT	WBT	WBR S	RI n1	
	III	LDT	VVDI	VUR S		
Capacity (veh/h) HCM Lane V/C Ratio		-	-	-	344 0.016	
HCM Control Delay (s	-)	-	-	-	15.6	
HCM Lane LOS)	-	-	-	15.0 C	
HCM 95th %tile Q(vel	h)	-	-	-	0	
	1)	-	-	-	0	

Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		1		- 11	_ ≜ 1}	
Traffic Vol, veh/h	0	5	0	456	1103	1
Future Vol, veh/h	0	5	0	456	1103	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage	,# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	496	1199	1

Major/Minor	Minor2	N	lajor1	Ν	Major2	
Conflicting Flow All	-	600	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver		444	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuve		444	-	-	-	-
Mov Cap-2 Maneuve	r -	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay,			0		0	
HCM LOS	B		2		-	
Minor Long/Maior M4	unat			CDT	CDD	
Minor Lane/Major Mv	/m[NBT E		SBT	SBR	
Capacity (veh/h)		-	444	-	-	
HCM Lane V/C Ratio		-	0.012	-	-	
HCM Control Delay (S)	-	13.2	-	-	
HCM Lane LOS		-	В	-	-	

HCM 95th %tile Q(veh)

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HCM 6th Signalized Intersection Summary 1: Western Ave & Katella Ave

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Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	<u>۲</u>	***	1	ሻ	^	1	- ሽ	∱ ⊅		- ሽ	∱ ⊅	
Traffic Volume (veh/h)	140	1071	134	101	730	155	170	831	125	124	440	115
Future Volume (veh/h)	140	1071	134	101	730	155	170	831	125	124	440	115
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1 00	1.00	1.00	1 00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach Adj Sat Flow, veh/h/ln	1070	No	1870	1870	No 1870	1870	1070	No 1870	1070	1870	No	1070
Adj Sat Flow, ven/h/h Adj Flow Rate, veh/h	1870 152	1870 1164	1870	1870	793	1870	1870 185	903	1870 136	1870	1870 478	1870 125
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	903 0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	1329	613	138	1212	517	225	1029	155	158	822	214
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2791	725
Grp Volume(v), veh/h	152	1164	146	110	793	168	185	518	521	135	303	300
Grp Sat Flow(s), veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1740
Q Serve(g_s), s	6.3	16.3	4.6	4.5	10.5	6.0	7.6	20.5	20.5	5.6	10.8	11.0
Cycle Q Clear(q_c), s	6.3	16.3	4.6	4.5	10.5	6.0	7.6	20.5	20.5	5.6	10.8	11.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.26	1.00		0.42
Lane Grp Cap(c), veh/h	179	1329	613	138	1212	517	225	591	594	158	523	512
V/C Ratio(X)	0.85	0.88	0.24	0.79	0.65	0.33	0.82	0.88	0.88	0.86	0.58	0.59
Avail Cap(c_a), veh/h	179	1355	621	138	1239	525	270	591	594	158	523	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.0	26.4	15.5	33.8	25.7	19.0	31.8	23.5	23.5	33.5	22.4	22.4
Incr Delay (d2), s/veh	29.9	6.7	0.2	26.5	1.2	0.4	15.6	16.7	16.7	34.5	4.6	4.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.1	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.9	5.0	4.9
Unsig. Movement Delay, s/veh		11 1	1 - 7	(0.2	24.0	10.0	17 1	10.0	10.1	(01	770	27.2
LnGrp Delay(d),s/veh	62.9 E	33.1 C	15.7 В	60.3 E	26.9 C	19.3 B	47.4	40.2	40.1 D	68.1 E	27.0 C	27.3
LnGrp LOS	E		D	E		D	D	D	D	E	738	C
Approach Vol, veh/h		1462 34.5			1071 29.1			1224 41.3			738 34.6	
Approach Delay, s/veh Approach LOS		34.5 C			29.1 C			41.3 D			34.0 C	
											C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.6	24.8	5.8	19.8	11.3	20.1	7.5	18.1				
Max Q Clear Time (g_c+I1), s	7.6	22.5	6.5	18.3	9.6	13.0	8.3	12.5				
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	0.1	2.2	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			35.1									
HCM 6th LOS			D									

Queues 1: Western Ave & Katella Ave

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Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	
Lane Group Flow (vph)	152	1164	146	110	793	168	185	1039	135	603	
v/c Ratio	0.86	0.87	0.18	0.81	0.65	0.24	0.73	0.89	0.87	0.62	
Control Delay	75.4	34.9	4.1	76.5	28.5	4.5	49.1	35.1	82.2	25.4	
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay	75.4	34.9	4.1	76.5	28.5	4.5	49.1	35.1	82.2	25.4	
Queue Length 50th (ft)	71	188	7	52	121	4	83	233	63	120	
Queue Length 95th (ft)	#173	#262	35	#137	161	40	#170	#352	#160	173	
Internal Link Dist (ft)		248			275			272		210	
Turn Bay Length (ft)											
Base Capacity (vph)	177	1342	812	136	1227	709	266	1162	155	975	
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	
Reduced v/c Ratio	0.86	0.87	0.18	0.81	0.65	0.24	0.70	0.89	0.87	0.62	
Intersection Summary											

95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles. #

Int Delay, s/veh	0					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		^	^	1		1
Traffic Vol, veh/h	0	1345	1010	8	0	3
Future Vol, veh/h	0	1345	1010	8	0	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	0	-	0
Veh in Median Storage	,# -	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1462	1098	9	0	3

Major/Minor	Major1	Ν	Najor2	M	inor2	
Conflicting Flow All	-	0	-	0	-	549
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	7.14
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.92
Pot Cap-1 Maneuver	0	-	-	-	0	411
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver		-	-	-	-	411
Mov Cap-2 Maneuver	· -	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		WB		SB	
HCM Control Delay, s			0		13.8	
HCM LOS					В	
Minor Long/Major Mu	en t	ГОТ				
Minor Lane/Major Mvi	ml	EBT	WBT	WBR S		
Capacity (veh/h)		-	-	-	411	
HCM Lane V/C Ratio	\ \	-	-).008	
HCM Control Delay (s	5)	-	-	-	13.8	
HCM Lane LOS		-	-	-	B	
HCM 95th %tile Q(vel	n)	-	-	-	0	

Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		1		- † †	↑ ĵ≽	
Traffic Vol, veh/h	0	3	0	1123	676	2
Future Vol, veh/h	0	3	0	1123	676	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage	,# 0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	0	1221	735	2

Major/Minor	Minor2	M	lajor1	Ν	/lajor2	
Conflicting Flow All	-	369	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	628	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	628	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB		NB		SB	
HCM Control Delay, s			0		0	
HCM LOS	B		0		0	
	5					
Minor Lane/Major Mvn	nt	NBT E	RI n1	SBT	SBR	
	III	NDFL		301	JUK	
Capacity (veh/h)		-	628 2,005	-	-	

HCM Lane V/C Ratio	- 0.005	-	-			
HCM Control Delay (s)	- 10.8	-	-			
HCM Lane LOS	- B	-	-			
HCM 95th %tile Q(veh)	- 0	-	-			



ATTACHMENT D

NOISE AND VIBRATION IMPACT ANALYSIS (LSA, MAY 2021)

\\vcorp12\projects\KBH2001 - Katella CE\Categorical Exemption Memo\Categorical Exemption Memo 6-9-21.docx «06/09/21»



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

MEMORANDUM

DATE:	May 5, 2021
То:	Kurt Bausback, Director, Planning and Entitlements KB Home Coastal
FROM:	J.T. Stephens, Associate/Senior Noise Specialist
SUBJECT:	Noise and Vibration Impact Analysis: Katella Assemblage Infill Residential Project

INTRODUCTION AND PROJECT DESCRIPTION

This noise and vibration impact analysis has been prepared to evaluate the potential impacts associated with the proposed Katella Assemblage Infill Residential Project (proposed project) in the City of Stanton (City), California. This report is intended to satisfy the City's requirement for a project-specific noise impact analysis and examines the impacts of the proposed noise-sensitive uses on the project site, together with the project design features and standard conditions. Noise impacts to future residents are based on the noise measurement data gathered at the project site (from February 9, 2021, to February 10, 2021) which accounts for traffic noise from the surrounding roadways and other noise sources in the project vicinity.

Location and Description

The approximately 2.6 gross acre¹ project site is located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue on Assessor's Parcel Numbers (APNs) 079-371-09, -12, -13, -15, - 26, -27, and -31 in the City of Stanton (City), in Orange County, California. The project site is bounded to the north by a high density residential development, to the east by Western Avenue and commercial and multifamily residential uses beyond, to the south by Katella Avenue and commercial uses and a hotel beyond, and to the west by multifamily residential uses and a mobile home park. The L-shaped project site wraps around APN 079-371-32, which is at the northwest corner of Katella Avenue and Western Avenue and is currently operating as a commercial strip mall. This parcel is not a part of the project site and would remain in place. The proposed project includes the demolition of all on-site existing structures and the Stanton Community Garden. Figure 1 shows the project location.

The proposed project includes construction of 36 detached units, comprised of 18 three-bedroom and 18 four bedroom units, and 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site. Plans include 6-foot high side yard vinyl fencing. In addition to the 95 parking

¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

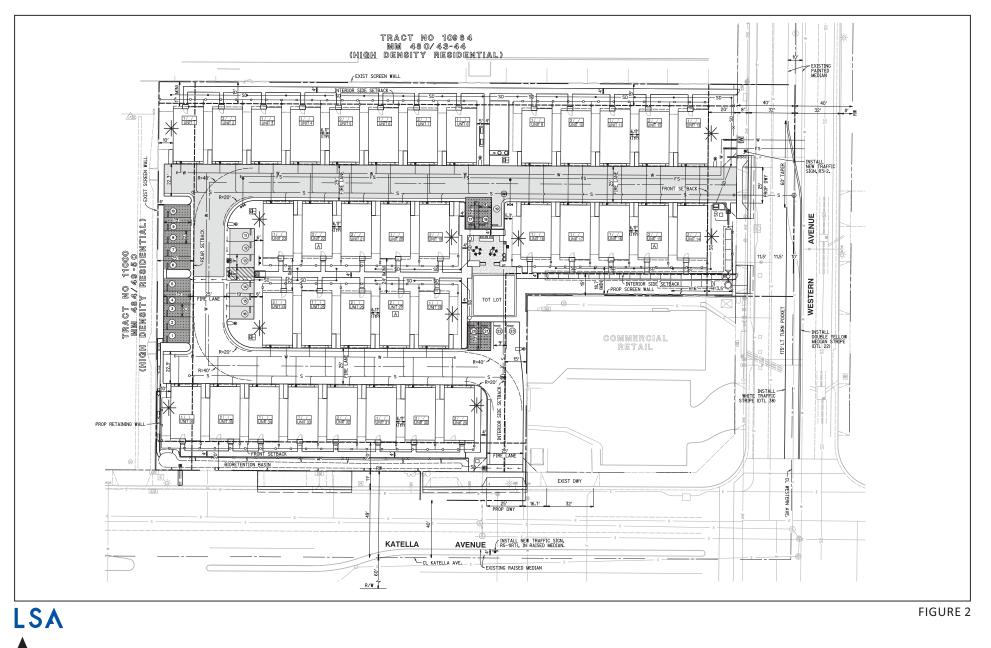
spaces, there will be an additional 18 tandem parking spaces provided (each garage within the three-bedroom units will feature this tandem space). Figure 2 illustrates the site plan.



SOURCE: Bing Maps

I:\KBH2001\G\Project Location.cdr (2/17/2021)

Project Location



33 66 FEET SOURCE: Rick Engineering Company

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Katella Assemblage Infill Residential Project Site Plan

I:\KBH2001\G\Site Plan.cdr (5/7/2021)

Sensitive Land Uses in the Project Vicinity

Certain land uses are considered more sensitive to noise than others. Examples of these include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The project site is surrounded primarily by residential development with the nearest residential uses immediately adjacent to the north, west, and south. The areas adjacent to the project site include the following uses:

- North: High density residential uses immediately adjacent
- **East:** Multi-family residential and commercial uses across Western Avenue approximately 95 feet away
- **South:** Hospitality (motel) and commercial uses across Katella Avenue approximately 175 feet away.
- West: Multi-family residential uses immediately adjacent and mobile home park beyond

METHODOLOGY

Evaluation of noise impacts associated with the proposed project includes the following:

- Determine the short-term construction noise levels at off-site noise sensitive uses and compare to the City's General Plan and Municipal Code Ordinance requirements;
- Determine the long-term noise levels at off-site noise sensitive uses and compare the levels to the City's pertinent noise standards; and
- Determine the required project features, such as mechanical ventilation or building façade enhancements, to reduce long-term, on-site noise impacts from all sources.

CHARACTERISTICS OF SOUND

Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep.

To the human ear, sound has two significant characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect the ability to hear. Pitch is the number of complete vibrations, or cycles per second, of a wave resulting in the tone's range from high to low. Loudness is the strength of a sound that describes a noisy or quiet environment and is measured by the amplitude of the sound wave. Loudness is determined by the intensity of the sound waves combined with the reception characteristics of the human ear. Sound intensity refers to how hard the sound wave strikes an object, which in turn produces the sound's effect. This characteristic of sound can be precisely measured with instruments. The analysis of a project defines the noise environment of the project area in terms of sound intensity and its effect on adjacent sensitive land uses.

Measurement of Sound

Sound intensity is measured through the A-weighted scale to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies. Unlike linear units (e.g., inches or pounds), decibels are measured on a logarithmic scale representing points on a sharply rising curve.

For example, 10 decibels (dB) is 10 times more intense than 1 dB, 20 dB is 100 times more intense than 1 dB, and 30 dB is 1,000 times more intense than 1 dB. Thirty decibels (30 dB) represent 1,000 times as much acoustic energy as 1 dB. The decibel scale increases as the square of the change, representing the sound pressure energy. A sound as soft as human breathing is about 10 times greater than 0 dB. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. A 10 dB increase in sound level is perceived by the human ear as only a doubling of the loudness of the sound. Ambient sounds generally range from 30 dB (very quiet) to 100 dB (very loud).

Sound levels are generated from a source, and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise source. For a single-point source, sound levels decrease approximately 6 dB for each doubling of distance from the source. This drop-off rate is appropriate for noise generated by stationary equipment. If noise is produced by a line source (e.g., highway traffic or railroad operations) the sound decreases 3 dB for each doubling of distance in a hard site environment. Similarly, line sources with intervening absorptive vegetation or line sources which are located at a great distance to the receptor would decrease 4.5 dB for each doubling of distance.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. The equivalent continuous sound level (L_{eq}) is the total sound energy of time-varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq} and Community Noise Equivalent Level (CNEL) or the day-night average noise level (L_{dn}) based on A-weighted decibels (dBA). CNEL is the time-varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours), and a 10 dBA weighting factor applied to noises occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale but without the adjustment for events occurring during the evening hours. CNEL and L_{dn} are within 1 dBA of each other and are normally interchangeable. The City uses the CNEL noise scale for long-term noise impact assessment.

Other noise rating scales of importance when assessing the annoyance factor include the maximum instantaneous noise level (L_{max}), which is the highest exponential time-averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis for short-term noise impacts are specified in terms of maximum levels denoted by L_{max} , which reflects peak operating conditions and addresses the annoying aspects of intermittent noise. It is often used together with another noise scale or noise standards in terms of percentile noise levels in noise ordinances for enforcement purposes. For example, the L_{10} noise level represents the noise level

exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level (i.e., half the time the noise level exceeds this level, and half the time it is less than this level). The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period. For a relatively constant noise source, the L_{eq} and L_{50} are approximately the same.

Noise impacts can be described in three categories. The first is audible impacts that refer to increases in noise levels noticeable to humans. Audible increases in noise levels generally refer to a change of 3.0 dB or greater because this level has been found to be barely perceptible in exterior environments. The second category, potentially audible, refers to a change in the noise level between 1.0 and 3.0 dB. This range of noise levels has been found to be noticeable only in laboratory environments. The last category is changes in noise levels of less than 1.0 dB, which are inaudible to the human ear. Only audible changes in existing ambient or background noise levels (3.0 dB or greater) are considered potentially significant.

Physiological Effects of Noise

Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects the entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions, thereby affecting blood pressure and functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA would result in permanent cell damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. This is called the threshold of pain. A sound level of 160–165 dBA will result in dizziness or loss of equilibrium. The ambient or background noise problem is widespread and generally more concentrated in urban areas than in outlying less developed areas.

Table A lists definitions of acoustical terms, and Table B shows common sound levels and their sources.

Table A: Definitions of Acoustical Terms

Term	Definitions
Decibel, dB	A unit of level that denotes the ratio between two quantities proportional to power, the number of decibels is 10 times the logarithm (to the base 10) of this ratio.
Frequency, Hz	Of a function periodic in time, the number of times that the quantity repeats itself in one second (i.e., number of cycles per second).
A-Weighted Sound Level, dBA	The sound level obtained by use of A-weighting. The A-weighting filter deemphasizes the very low and very high frequency components of the sound in a manner similar to the frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this assessment are A-weighted, unless reported otherwise.
L ₀₁ , L ₁₀ , L ₅₀ , L ₉₀	The fast A-weighted noise levels equaled or exceeded by a fluctuating sound level for 1 percent, 10 percent, 50 percent, and 90 percent of a stated time period.
Equivalent Continuous Noise Level, L _{eg}	The level of a steady sound that, in a stated time period and at a stated location, has the same A- weighted sound energy as the time varying sound.
Community Noise Equivalent Level, CNEL	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7:00 p.m. to 10:00 p.m. and after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
Day/Night Noise Level, L _{dn}	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
L _{max} , L _{min}	The maximum and minimum A-weighted sound levels measured on a sound level meter, during a designated time interval, using fast time averaging.
Ambient Noise Level	The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources at many directions, near and far; no particular sound is dominant.
Intrusive	The noise that intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content, as well as the prevailing ambient noise level.

Source: Harris, Cyril M. Handbook of Acoustical Measurements and Noise Control (1991).

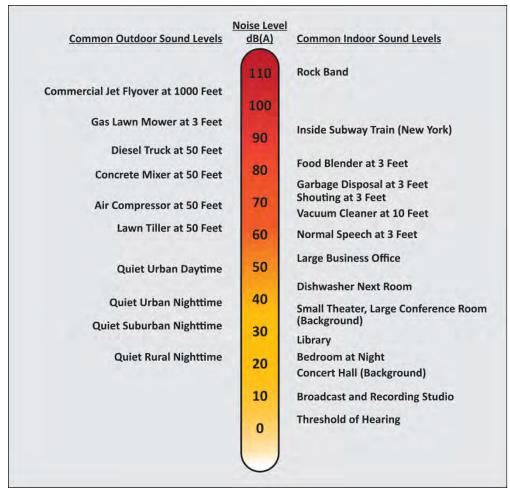


Table B: Common Sound Levels and Noise Sources

Source: LSA, Associates, Inc., 2016.

CHARACTERISTICS OF VIBRATION

Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernible. Typically, there is more adverse reaction to effects associated with the shaking of a building. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as the motion of building surfaces, the rattling of items on shelves or hanging on walls, or a low-frequency rumbling noise. The rumbling noise is caused by the vibration of walls, floors, and ceilings that radiate sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings. Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. As described in the *FTA Transit Noise and Vibration Impact Assessment Manual* (FTA 2018) (FTA Manual), problems with both ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet from the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet. When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. It is assumed for most projects that the roadway surface will be smooth enough that ground-borne vibration of the project could result in ground-borne vibration that may be perceptible and annoying.

Ground-borne vibration has the potential to disturb people and damage buildings. Although it is very rare for typical construction activities to cause even cosmetic building damage, it is not uncommon for construction processes such as blasting and pile driving to cause vibration of sufficient amplitudes to damage nearby buildings. Ground-borne vibration is usually measured in terms of vibration velocity, either the root-mean-square (RMS) velocity or peak particle velocity (PPV). The RMS is best for characterizing human response to building vibration, and PPV is used to characterize potential for damage. Decibel notation acts to compress the range of numbers required to describe vibration. Vibration velocity level in decibels is defined as:

$$L_v = 20 \log_{10} [V/V_{ref}]$$

where L_v is the vibration velocity in decibels (VdB), "V" is the RMS velocity amplitude, and " V_{ref} " is the reference velocity amplitude, or 1 x 10⁻⁶ inches/second (in/sec) used in the United States.

Factors that influence ground-borne vibration and noise include the following:

- Vibration Source: Vehicle suspension, wheel types and condition, railroad track/roadway surface, railroad track support system, speed, transit structure, and depth of vibration source
- Vibration Path: Soil type, rock layers, soil layering, depth to water table, and frost depth
- Vibration Receiver: Foundation type, building construction, and acoustical absorption

Among the factors listed above, there are significant differences in the vibration characteristics when the source is underground compared to when it's at the ground surface. In addition, soil conditions are known to have a strong influence on the levels of ground-borne vibration. Among the most important factors are the stiffness and internal damping of the soil and the depth to bedrock.

Experience with ground-borne vibration indicates: (1) vibration propagation is more efficient in stiff clay soils than in loose sandy soils, and (2) shallow rock seems to concentrate the vibration energy close to the surface and can result in ground-borne vibration problems at large distances, for example, from a railroad track. Factors such as layering of the soil and the depth to the water table can have significant effects on the propagation of ground-borne vibration. Soft, loose, sandy soils

tend to attenuate more vibration energy than hard rocky materials. Vibration propagation through groundwater is more efficient than through sandy soils.

THRESHOLDS OF SIGNIFICANCE

Based on *Guidelines for the Implementation of the California Environmental Quality Act* (CEQA), Appendix G, Public Resources Code, Sections 15000–15387, a project will normally have a significant effect on the environment related to noise and vibration if it will substantially increase the ambient levels for adjoining areas or conflict with adopted environmental plans and the goals of the community in which it is located. The applicable noise and vibration level standards are based on the City of Stanton General Plan and Municipal Code as well as the FTA Manual and are utilized to determine potential noise and vibration impacts.

APPLICABLE NOISE STANDARDS

The following information provides standards to which potential noise impacts will be compared to.

City of Stanton General Plan

Table C, taken from Table 6-2 of the City's General Plan, provides Land Use Compatibility Guidelines consistent with the State of California Office of Planning and Research which are used as a guideline to evaluate the acceptability of the noise levels generated by the traffic flow. In order to create a desirable environment for sensitive uses within the City, Goal CHS-3.1 incorporates strategies and actions to reduce noise impacts from transportation sources. Specifically, Action CHS-3.1.1 (h) states "ensure CNEL levels for noise sensitive land uses meet or exceed normally acceptable levels, as defined by State of California standards." With the incorporation of this action, an acceptable exterior noise level standard of 65 dBA CNEL would be necessary at the private exterior living areas of the multi-family homes.

	Community Noise Exposure (dBA CNEL)									
Land Use Category	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable						
Residential - Low Density, Single-Family, Duplex, Mobile Homes	50 - 60	55 - 70	70-75	75-85						
Residential - Multiple Family	50 - 65	60 - 70	70 - 75	70 - 85						
Transient Lodging - Motels, and Hotels	50 - 65	60 - 70	70 - 80	80 - 85						
Schools, Libraries, Churches, Hospitals, Nursing Homes	50 - 70	60 - 70	70 - 80	80 - 85						
Auditoriums, Concert Halls, Amphitheaters	NA	50 - 70	NA	65 - 85						
Sports Arenas, Outdoor Spectator Sports	NA	50 - 75	NA	70 - 85						
Playgrounds, Neighborhood Parks	50 - 70	NA	67.5 - 75	72.5 - 85						
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50 - 70	NA	70 - 80	80 - 85						
Office Buildings, Business Commercial and Professional	50 - 70	67.5 - 77.5	75 - 85	NA						
Industrial, Manufacturing, Utilities, Agriculture	50 - 75	70 - 80	75 - 85	NA						

Table C: Land Use Compatibility Noise Guidelines¹

Source: City of Stanton General Plan (2008).

Normally Acceptable – Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

Conditionally Acceptable – New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning, will normally suffice.

Normally Unacceptable – New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design. Clearly Unacceptable – New construction or development

dBA = A-weighted decibels

City of Stanton Municipal Code

Section 9-28.050, Exterior Noise Standards, of the City's Municipal Code provides noise standards for non-transportation sources to be used as the base of measurement for determining noise violations affecting residential uses. Table D provides the exterior noise levels standards applicable for residential uses which would include the project site. In the event the existing ambient noise level exceeds the applicable noise limit categories, based on time duration of the potential impact, the existing ambient noise level shall be the new noise level standard for the same time duration. Section 9.28.060, as shown in Table E, provides the interior noise level standards for residential uses during nighttime hours.

Table D: Exterior Noise Standards for Residential, Public,and Institutional Districts1

Duration of Activity	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
More than 30 minutes in an hour, (dBA L_{50})	55	50
More than 15 minutes and less than 30 minutes, dBA (dBA L ₂₅)	60	55
More than 5 minutes and less than 15 minutes, dBA (dBA L_8)	65	60
More than 1 minutes and less than 5 minutes, dBA (dBA L ₂)	70	65
Up to 1 minute or Maximum Level, dBA L _{max}	75	70

Source: City of Stanton, 2019.

¹ Each of the noise levels provided in this table shall be reduced by five (5) dBA for impacts of simple tone noises or noise consisting of speech or music

dBA = A-weighted decibels

 L_{xx} = Average noise level over XX% of an hour

Table E: Interior Noise Standards for Residential Uses¹

Duration of Activity	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
More than 5 minutes in an hour, dBA (dBA L ₈)	55	45
More than 1 minutes and less than 5 minutes, dBA (dBA L ₂)	60	50
Up to 1 minute or Maximum Level, dBA L _{max}	65	55

Source: City of Stanton, 2019.

¹ Each of the noise levels provided in this table shall be reduced by five (5) dBA for impacts of simple tone noises or noise consisting of speech or music

dBA = A-weighted decibels

 L_{xx} = Average noise level over XX% of an hour

Section 9-28.070 (E), Special Provisions, specifies that construction activities which occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, shall be exempted from these provisions. No construction shall be permitted outside of these hours or on Sundays and federal holidays.

Federal Transit Administration

Because the City does not have construction noise level limits, construction noise was assessed using criteria from the FTA Manual. The FTA's General Assessment Construction Noise Criteria, based on the composite noise levels of the two noisiest pieces of equipment during construction, is 90 dBA L_{eq} for residential uses.

APPLICABLE VIBRATION STANDARDS

The following information provides standards to which potential vibration impacts will be compared to such that exceedances, where appropriate, will be identified and mitigation will be recommended.

City of Stanton Municipal Code

Section 20.300.100 specifies that existing and proposed uses shall not generate vibrations that can or may be considered a nuisance or hazard on any adjacent property or shall be cushioned or isolated to prevent generation of vibrations.

Federal Transit Administration

The City's Municipal Code does not include standard criteria for assessing vibration impacts; therefore, for the purpose of determining the significance of vibration impacts experienced at sensitive uses surrounding the project, the guidelines within the FTA Manual are used to determine vibration impacts.

Ground-borne vibration criteria included in the FTA Manual for human annoyance are shown in Table F. The criteria account for variation in project types as well as the frequency of events, which differ widely among projects. It is logical that when there will be fewer events per day, it should take higher vibration levels to evoke the same community response. This is accounted for in the criteria by distinguishing between projects with frequent and infrequent events, in which the term "frequent events" is defined as more than 70 events per day.

The criteria for environmental impact from ground-borne vibration and noise are based on the maximum levels for a single event. Table G lists the potential vibration building damage criteria associated with construction activities, as suggested in the FTA Manual.

FTA guidelines show that a vibration level of up to 0.20 in/sec in PPV (equivalent to 94 VdB) (FTA 2018) is considered safe for non-engineered timber and masonry buildings, and would not result in structural damage due to vibration. Therefore, in order to be conservative, the 0.20 PPV threshold will be used for the nearest structures within the high density residential structures located to the north of the project site.

Table F: Ground-Borne Vibration Impact Criteria for General Assessment

Land Use Category	Ground-Borne Vibration Impact Levels (VdB re 1 µin/sec)				
Land Ose Category	Frequent Events ¹	Occasional Events ²	Infrequent Events ³		
Category 1: Buildings where vibration would interfere with interior operations.	65 VdB ⁴	65 VdB⁴	65 VdB ⁴		
Category 2: Residences and buildings where people normally sleep.	72 VdB	75 VdB	80 VdB		
Category 3: Institutional land uses with primarily daytime use.	75 VdB	78 VdB	83 VdB		

Source: Transit Noise and Vibration Impact Assessment Manual (FTA 2018).

¹ Frequent events are defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category.

² Occasional events are defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations.

³ Infrequent events are defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines.

⁴ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment, such as optical microscopes. Vibration-sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of the HVAC systems and stiffened floors.

μin/sec = micro-inches per second μPa = micro-Pascals dB = decibels dBA = A-weighted decibels FTA = Federal Transit Administration HVAC = heating, ventilation, and air-conditioning N/A = not applicable VdB = vibration velocity decibels

Table G: Construction Vibration Damage Criteria

0.50 0.30
0.30
0.20
0.12
-

¹ RMS vibration velocity in decibels (VdB) re 1 μin/sec.

µin/sec = inches per second

FTA = Federal Transit Administration in/sec = inches per second L_v = velocity in decibels PPV = peak particle velocity RMS = root-mean-square VdB = vibration velocity decibels

OVERVIEW OF THE EXISTING NOISE ENVIRONMENT

The primary existing noise sources in the project area are transportation facilities, including Western Avenue and Katella Avenue. Train related activities associated with the Union Pacific Railway Corridor, located 840 feet to the east of the project site also contributes to the existing noise environment in the project vicinity. In addition, operational noise from the adjacent commercial use that is adjacent to the project site is audible.

In order to assess the existing noise conditions in the area, noise measurements were conducted at the project site. Two long-term 24-hour measurements were taken from February 10, 2021, to

February 11, 2021. The location of the noise measurements are shown on Figure 3 and the results are summarized in Table H. Noise measurement data information is provided in Appendix A.

Location Number	Location Description	Daytime Noise Levels ¹ (dBA L _{eq})	Evening Noise Levels ² (dBA L _{eq})	Nighttime Noise Levels ³ (dBA L _{eq})	Average Daily Noise Levels (dBA CNEL)
LT-1	Located on tree in front of 7421 Katella Avenue, west of the project site, approximately 16 feet from the outer edge of Katella Avenue	70.9-73.6	67.8-69.1	58.7-70.2	73.4
LT-2	Located on utility pole at Western Meadows Condos, NE corner of project site, approximately 17 feet from the outer edge of Western Avenue	69.8-73.7	68-70.4	62-70.7	74.9

Table H: Existing Noise Level Measurements

Source: Compiled by LSA Associates, Inc. (February 2021).

¹ Daytime Noise Levels = noise levels during the hours of 7:00 a.m. to 7:00 p.m.

 2 Evening Noise Levels = noise levels during the hours of 7:00 p.m. to 10:00 p.m.

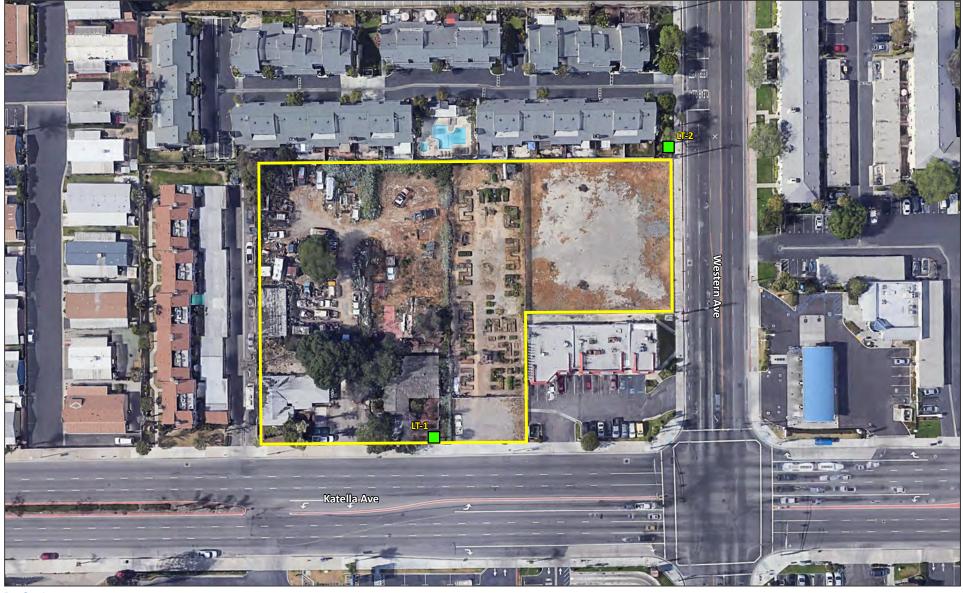
³ Nighttime Noise Levels = noise levels during the hours of 10:00 p.m. to 7:00 a.m.

⁴ Hourly noise levels were calculated based on a 15-minute short-term measurement and then adjusting it to the pattern of the nearest long-term measurement.

dBA = A-weighted decibels

ft = feet

L_{eq} = equivalent continuous sound level



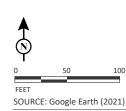
LSA

LEGEND - Project Site Boundary

- Long-term Noise Monitoring Location

<mark>____ 17-1</mark>

FIGURE 3



Katella Assemblage Infill Residential Project

I:\KBH2001\G\Noise_Monitor_Locs.ai (2/22/2021)

Noise Monitoring Locations

Aircraft Noise

Based on a review of the Noise Contour Maps for the Los Alamitos Army Airfield (LAAAF) as part of the Los Alamitos Joint Forces Training Base (JFTB) (Orange County ALUC 2016), the 65 dBA CNEL noise contour is located approximately 1.7 miles west of the project site. While aircraft operations may contribute to audible noise in the project area, the project site is not in a flight pattern area (i.e., takeoff or landing) and is not expected to experience noise levels in excess of the City's exterior standards.

PROJECT IMPACT ANALYSIS

The project would result in short-term construction noise and vibration impacts and long-term mobile source noise and vibration impacts as described below.

Short-Term Construction-Related Impacts

Project construction would result in short-term noise and vibration impacts on adjacent land uses. Maximum construction impacts would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of impacts generally would be from one day to several days depending on the phase of construction. The level and types of impacts that would occur during construction are described below.

Construction Noise Impacts

Two types of short-term noise impacts would occur during project construction, including: 1) equipment delivery and construction worker commutes; and 2) project construction operations.

The first type of short-term construction noise would result from transport of construction equipment and materials to the project site and construction worker commutes. These transportation activities would incrementally raise noise levels on access roads leading to the site. It is expected that larger trucks used in equipment delivery would generate higher noise impacts than trucks associated with worker commutes. The single-event noise from equipment trucks passing at a distance of 50 feet from a sensitive noise receptor would reach a maximum level of 84 dBA L_{max}. However, the pieces of heavy equipment for grading and construction activities would be moved on site just one time and would remain on site for the duration of each construction phase. This one-time trip, when heavy construction equipment is moved on and off site, would not add to the daily traffic noise in the project vicinity. The total number of daily vehicle trips would be minimal when compared to existing traffic volumes on the affected streets, and the long-term noise level change associated with these trips would not be perceptible. Therefore, equipment transport noise and construction-related worker commute impacts would be short term and would not result in a significant off-site noise impact.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building construction, architectural coating, and paving on the project site. Construction is undertaken in discrete steps, each of which has its own mix of equipment, and consequently its own noise characteristics. These various sequential phases would change the character of the noise generated on the project site. Therefore, the noise levels vary as construction progresses. Despite

the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table I lists the maximum noise levels recommended for noise impact assessments for typical construction equipment based on a distance of 50 feet between the equipment and a noise receptor. Typical operating cycles for these types of construction equipment may involve 1 to 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings.

Equipment Description	Acoustical Usage Factor (%)	Maximum Noise Level (L _{max}) at 50 Feet ¹
Backhoes	40	80
Compactor (ground)	20	80
Compressor	40	80
Cranes	16	85
Dozers	40	85
Dump Trucks	40	84
Excavators	40	85
Flat Bed Trucks	40	84
Forklift	20	85
Front-end Loaders	40	80
Graders	40	85
Jackhammers	20	85
Pick-up Truck	40	55
Pneumatic Tools	50	85
Pumps	50	77
Rock Drills	20	85
Rollers	20	85
Scrapers	40	85
Tractors	40	84
Welder	40	73

Table I: Typical Construction Equipment Noise Levels

Source: Roadway Construction Noise Model (FHWA 2006).

Note: Noise levels reported in this table are rounded to the nearest whole number.

¹ Maximum noise levels were developed based on Spec 721.560 from the Central Artery/Tunnel (CA/T) program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.

L_{max} = maximum instantaneous sound level

In addition to the reference maximum noise level, the usage factor provided in Table I is utilized to calculate the hourly noise level impact for each piece of equipment based on the following equation:

$$L_{eq}(equip) = E.L. + 10\log(U.F.) - 20\log\left(\frac{D}{50}\right)$$

where: $L_{eq}(equip) = L_{eq}$ at a receiver resulting from the operation of a single piece of equipment over a specified time period

- E.L. = noise emission level of the particular piece of equipment at a reference distance of 50 ft
- U.F. = usage factor that accounts for the fraction of time that the equipment is in use over the specified period of time
 - D = distance from the receiver to the piece of equipment

Each piece of construction equipment operates as an individual point source. Utilizing the following equation, a composite noise level can be calculated when multiple sources of noise operate simultaneously:

$$Leq \ (composite) = 10 * \log_{10} \left(\sum_{1}^{n} 10^{\frac{Ln}{10}} \right)$$

Utilizing the equations from the methodology above and the reference information in Table I, the composite noise level of the two loudest pieces of equipment expected to be used at the project site, typically the grader and tractor, during construction, would be 81 dBA L_{eq} at a distance of 50 feet from the construction area.

Although the project construction noise would be higher than the ambient noise in the project vicinity, it would cease to occur once the project construction is completed. Moreover, Section 9.28.070(E) of the Stanton Municipal Code exempts construction activities from noise standards so long as construction activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday. Furthermore, the expected construction noise levels generated during construction would be less than the FTA's construction noise standard for residential uses of 90 dBA L_{eq}.

Construction Vibration Impacts

This construction vibration impact analysis discusses the level of human annoyance using vibration levels in VdB and will assess the potential for building damages using vibration levels in PPV (in/sec) because vibration levels calculated in RMS are best for characterizing human response to building vibration while vibration level in PPV is best used to characterize potential for damage.

Table J shows the PPV and VdB values at 25 feet from the construction vibration source. The greatest levels of vibration are anticipated to occur during the site preparation phase and would utilize heavy equipment such as a large bulldozer. As shown in Table J, bulldozers and other heavy-tracked construction equipment (vibratory rollers) generate approximately 87 VdB or 0.089 PPV in/sec of ground-borne vibration when measured at 25 feet, based on the FTA Manual. After the site preparation phase, all other construction phases will result in lower vibration levels because heavy tracked equipment will not be in use.

The formula for vibration transmission is provided below.

$$L_v dB (D) = L_v dB (25 ft) - 30 Log (D/25)$$

 $PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$

Table J: Vibration Source Amplitudes for Construction Equipment

Faulisment	Reference PP	V/L _v at 25 ft.
Equipment	PPV (in/sec)	Lv (VdB)1
Vibratory Roller	0.210	94
Large Bulldozer ²	0.089	87
Loaded Trucks	0.076	86
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Sources: Transit Noise and Vibration Impact Assessment (FTA 2006).

¹ RMS vibration velocity in decibels (VdB) is 1 µin/sec.

² Equipment shown in **bold** is expected to be used on site.

µin/sec = micro-inches per second	$L_V = v$
ft = feet	PPV
FTA = Federal Transit Administration	RMS
in/sec = inches per second	VdB

L_V = velocity in decibels PPV = peak particle velocity RMS = root-mean-square VdB = vibration velocity decibels

Construction Vibration Building Damage Potential

The distance to the surrounding uses for vibration damage potential is measured between the nearest off-site buildings and the project boundary. As shown in Table G, the FTA guidelines indicate that a vibration level up to 0.2 in/sec in PPV is considered safe for buildings that are non-engineered timber and masonry buildings.

The closest structures to the project site are the high density residential uses to the north approximately 15 feet from construction activity. Utilizing the information in Table J, the operation of heavy construction equipment such as a large bulldozer would generate ground-borne vibration levels at the nearest structures to the north of up to 0.156 PPV (in/sec) when adjusted for distance; however, those levels would not exceed the 0.20 PPV guideline that is considered safe for non-engineered timber and masonry building. Therefore, construction would not result in any vibration damage and impacts would be less than significant.

*Construction Vibration Human Annoyance Potential*As stated above, project construction has the potential to cause annoyance at the surrounding receptors due to vibrations caused by heavy equipment. Based on an average condition, heavy equipment would operate at a distance of 125 feet from the center of the project site to the nearest receptor to the north. Adjusting the reference levels at this distance, the high-density residential uses may experience vibration levels approaching 67 VdB with the use of heavier construction equipment.

Based on the standards provided in Table F, this level of ground-borne vibration is below the threshold for frequent events, which is approximately 72 VdB at residential uses, and therefore, would not exceed the FTA vibration threshold for human annoyance at the nearest sensitive use. It

should also be noted that construction would not occur during the more sensitive nighttime hours when people are typically asleep.

Long-Term Off-Site Traffic Noise Impacts

Based on data from the *Traffic Analysis for the Katella Assemblage Infill Residential Project* (LSA 2021) (Traffic Memorandum), the proposed project is estimated to generate a net average daily traffic (ADT) volume of 187. Utilizing count information in the Traffic Memorandum, the approximate existing ADT volumes on Katella Avenue and Western Avenue are 17,800 and 23,480, respectively. It takes a doubling of traffic to increase traffic noise levels by 3 dBA per the following equation that was used to determine potential traffic noise increases:

Change in CNEL = $10 \log_{10} [V_{e+pt}/V_{existing}]$

where: $V_{existing}$ = the existing daily volume V_{e+pt} = existing daily volumes plus project trips Change in CNEL = the increase in noise level due to project trips

The project-related traffic would increase traffic noise along Katella Avenue and Western Avenue by up to 0.05 dBA. This noise level increase would not be perceptible to the human ear in an outdoor environment. Therefore, traffic noise impacts from project-related traffic on off-site sensitive receptors would be less than significant, and no mitigation measures are required.

Land Use Compatibility Analysis

The proposed project is considered an infill project and is located in an area in which all surrounding parcels are currently in use. For this reason, this analysis relies on the existing measured noise levels to provide the most accurate description of the noise environment.

Based on monitoring results shown in Table H adjusted for distance, noise levels at the future residential units along Katella Avenue would approach 71.5 dBA CNEL and noise levels at the units along Western Avenue would approach 73.7 dBA CNEL. While this noise level falls within the normally unacceptable category of the City's land use compatibility matrix for outdoor uses, with the incorporation of the 6-foot high vinyl fences as indicated on the project plans, along with the shielding from the buildings once constructed, the private exterior areas would be below the exterior noise standard of 65 dBA CNEL.

Based on the EPA's *Protective Noise Levels* (EPA 1978), with windows and doors open, interior noise levels would be 61.7 dBA (i.e., 73.7 dBA - 12 dBA = 61.7 dBA). Using the architectural plans for the proposed project (Rick Engineering 2020) which indicate that air conditioning would be installed allowing a windows-closed condition, LSA conducted interior noise calculations for the master bedrooms of Units 13 and 14 which face Western Avenue and Units 29-36 which face Katella Avenue. It is assumed that the exterior walls are of typical stucco construction. The results of the analysis show a 29.8 dBA exterior-to-interior noise reduction. These calculations (shown in Appendix B) assume a wall rating of Sound Transmission Class (STC) 46 (Harris 1997) along with a window rating of STC-28 (Milgard 2008). With windows closed, interior noise levels at the master bedroom of the units along Western Avenue and Katella Avenue would be 43.7 dBA (i.e., 73.7 dBA – 29.8

dBA = 43.9 dBA), which is below the 45 dBA CNEL interior noise standard with windows closed for noise-sensitive land uses. Therefore, with standard building construction, central air conditioning that would allow windows to remain closed, and windows with a minimum STC rating of 28 or higher, the interior noise levels would be considered acceptable.

Long-Term Ground-Borne Noise and Vibration from Vehicular Traffic

Because the rubber tires and suspension systems of buses and other on-road vehicles provide vibration isolation and reduce noise, it is unusual for on-road vehicles to cause ground-borne noise or vibration problems. When on-road vehicles cause such effects as the rattling of windows, the source is almost always airborne noise. Most problems with on-road vehicle-related noise and vibration can be directly related to a pothole, bump, expansion joint, or other discontinuity in the road surface. Smoothing the bump or filling the pothole will usually solve the problem. The proposed project is located next to roads with smooth pavement. Therefore, vehicular traffic adjacent to the project site would not result in significant ground-borne noise or vibration impacts from vehicular traffic. Lastly, based on screening distances within the FTA Manual, due to a distance of 840 feet to the east of the project site, it is expected that there would be no discernable vibration effects from train operations.

LONG-TERM CUMULATIVE TRAFFIC NOISE IMPACTS

According to the EPA, cumulative noise impacts represent the combined and incremental effects of human activities that accumulate over time. Although the incremental impacts may be insignificant by themselves, the combined effect may result in a significant impact. Conversely, although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed project.

Cumulative noise impacts would occur primarily as a result of increased traffic on local roadways due to operation of the project and other nearby similar projects, in this case, the KB Home Lighthouse Residential Project. A project's contribution to a cumulative traffic noise increase could be considered significant when the combined effect exceeds the perception level (i.e., auditory level increase) threshold. The combined effect compares the Future Year With Project condition to Existing conditions. This comparison accounts for the traffic noise increase generated by a project combined with the traffic noise increase generated by projects in the area. The incremental effect compares the Future Year Without Project condition. The following combined effect and incremental effect criteria have been used to evaluate the overall effect of the cumulative noise increase.

- **Combined Effect.** The Future Year With Project noise level would cause a significant cumulative impact if a 3 dB increase over Existing conditions would occur and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed project.
- Incremental Effects. The Future Year With Project noise level causes a 1 dBA increase in noise over the Future Year No Project noise level.

A significant impact would result only if both the combined and incremental effect criteria have been exceeded at a single roadway segment, because such an occurrence would indicate that there is a significant noise increase due to the proposed project in combination with other related projects and a significant portion of the noise increase is due to the proposed project. Noise, by definition, is a localized phenomenon and reduces as distance from the source increases. Consequently, only the proposed project and growth due to take place in the project site's nearby vicinity, the KB Home Lighthouse Residential Project, would contribute to cumulative noise impacts. Table K lists the traffic noise effects along roadway segments in the project vicinity for existing and future traffic noise levels without and with the proposed project, including incremental and net cumulative impacts. The results of the analysis show that neither the combined effect nor incremental effect threshold for each segment is exceeded; therefore, there are no significant cumulative noise impacts related to long-term cumulative off-site traffic noise.

	Tra	affic Volumes	(ADT)	Combined	Incremental	Cumulatively	
Roadway Segment	Existing	Future Year Existing Cumulative No Project ¹ Plus Project		Effects ² (dBA CNEL)	Effects ³ (dBA CNEL)	Significant Impact?	
Western Avenue north of Katella Avenue	17,880	17,990	18,050	< 0.1	< 0.1	No	
Western Avenue south of Katella Avenue	17,980	17,990	18,020	< 0.1	< 0.1	No	
Katella Avenue west of Western Avenue	23,480	23,520	23,610	< 0.1	< 0.1	No	
Katella Avenue east of Western Avenue	22,940	23,000	23,060	< 0.1	< 0.1	No	

Table K: Cumulative Traffic Noise Scenario

Source: Compiled by LSA (2021).

¹ Traffic volumes include trips generated by the nearby KB Home Lighthouse Residential Project without the proposed project.

² Difference in CNEL between Existing and General Plan Buildout With Project.

³ Difference in CNEL between General Plan Buildout Without Project and General Plan Buildout With Project.

ADT = average daily trips

CNEL = Community Noise Equivalent Level

dBA = A-weighted decibels

SUMMARY OF RECOMMENDATIONS

Based on the analysis above, the proposed project would be in compliance with the City of Stanton Noise Standards with the implementation of the project features identified in the project site plan. The Project Applicant should verify that final design plans reflect the following design features:

- The project will comply with the City's required hours of construction of 7:00 a.m. and 8:00 p.m., Monday through Saturday. No construction shall be permitted outside of these hours or on Sundays and federal holidays.
- The proposed project includes installation of central air conditioning which allows windows to remain closed.
- The proposed project includes standard windows with a minimum STC rating of 28 at the units facing Western Avenue and Katella Avenue: Units 13, 14, and 29 through 36.

REFERENCES

- City of Stanton. 2008. City of Stanton General Plan, Community Health and Safety Element. September.
- ———. 2019. Municipal Code, Noise Ordinance.
- Federal Transit Administration (FTA). 2018. Office of Planning and Environment. *Transit Noise and Vibration Impact Assessment Manual. FTA Report No.0123*. September.
- Harris, Cyril M., editor. 1991. Handbook of Acoustical Measurements and Noise Control, Third Edition.

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- LSA. 2021. Traffic Analysis for the Katella Assemblage Infill Residential Project. February.
- Orange County ALUC. 2016. Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos.
- United States Environmental Protection Agency (EPA). 1978. Protective Noise Levels, Condensed Version of EPA Levels Document, EPA 550/9-79-100. November.

APPENDIX A

NOISE MEASUREMENT DATA

\\vcorp12\projects\KBH2001 - Katella CE\Technical Studies\Noise\Noise and Vibration Memo 060921.docx (06/09/21)

Noise Measurement Survey – 24 HR

Project Number: <u>KBH2001</u> Project Name: <u>Katella Assemblage</u> Test Personnel: <u>Corey Knips</u> Equipment: <u>Larson Davis Spark 706RC</u>

Site Number: <u>LT-1</u> Date: <u>2/9/21</u>

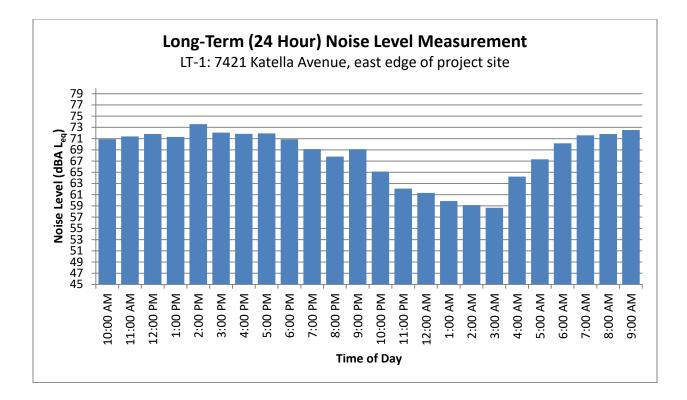
Time: From <u>10:00 AM</u> To <u>10:00 AM</u>

Site Location: <u>On tree in front of 7421 Katella Avenue, just west of the project site, and</u> approximately 16 feet from the Katella Avenue outside lane's edge of pavement.

Primary Noise Sources: <u>Traffic on Katella Avenue and train horns can be heard from the tracks</u> to the east.

Location Photo:





Noise Measurement Survey – 24 HR

Project Number: <u>KBH2001</u> Project Name: <u>Katella Assemblage</u> Test Personnel: <u>Corey Knips</u> Equipment: <u>Larson Davis Spark 706RC</u>

Site Number: <u>LT-2</u> Date: <u>2/9/21</u>

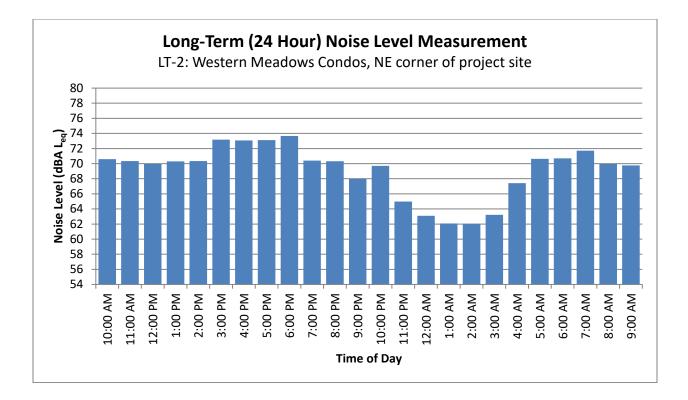
Time: From <u>10:00 AM</u> To <u>10:00 AM</u>

Site Location: <u>On utility pole at Western Meadows Condos, NE corner of project site, and</u> approximately 17 feet from the Western Avenue outside lane's edge of pavement.

Primary Noise Sources: <u>Traffic on Katella Avenue and train horns can be heard from the tracks</u> to the east.

Location Photo:





APPENDIX B

SAMPLE INTERIOR NOISE CALCULATION

							INT	ERIOR N	IOISE RE	EDUCTIONS						
-	ne: Stanton Lighthouse In	fill												Job Number: K		
Floor Pla	an: C													Analyst: J	.T. Stephens	
	m: Master Bedroom															
(1) Transmission Los	s Calculations (Exterior	Wall)														
				Trans	mission	Loss (d	B) by Fr	eauencv	(Hz)			Fractional	Area S/(10^(TL/1)	0))		
Exterior Wall		Wall				2000 (4	<u></u>		(/							
Assembly	Source	Area	STC	125	250	500	1000	2000	4000	125	250	500	1000	2000	4000	dB
Stucco	David Harris p. 371	82.8	46	27	42	44	46	49	54	0.1651	0.0052	0.0033	0.0021	0.0010	0.0003	
Windows/Doors	Milgard	50.0	28	19	20	22	32	37	38	0.6295	0.5000	0.3155	0.0315	0.0100	0.0079	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
										0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
Totals		132.75								0.0060	0.0038	0.0024	0.0003	0.0001	0.0001	
	all Sound Transmission Lo	oss 10*LO	G(1/t)							22.23	24.20	26.20	35.96	40.81	42.06	37.39
(2) Room Effects (Abs	sorption)															
				Abso	ption C	oefficier	nts by Fr	equency	(Hz)	I		Absor	ption (Sabins)			
Room Surface/																
Material	Source	Area	NRC	125	250	500	1000	2000	4000	125	250	500	1000	2000	4000	
Floor - Carpet	David Harris p. 347	177.0		0.15	0.17	0.12	0.32	0.52	0.30	26.55	30.09	21.24	56.64	92.04	53.10	
Floor - Vinyl Ceiling - Drywall	David Harris p. 347 David Harris p. 348	0.0 177.0	0.05 0.50	0.02 0.10	0.03 0.08	0.05 0.05	0.03 0.03	0.03 0.03	0.02 0.03	0.00 17.70	0.00 14.16	0.00 8.85	0.00 5.31	0.00 5.31	0.00 5.31	
Walls - Drywall	David Harris p. 348	481.5		0.10	0.08	0.05	0.03	0.03	0.03	48.15	38.52	0.05 24.08	14.45	14.45	14.45	
Totals	David Hams p. 540	835.5	0.00	0.10	0.00	0.00	0.00	0.00	0.00	92.4	82.77	54.165	76.395	111.795		-
Room Effect	10*log (Room Absorp		nins)/(Ext	erior Wall	Area)					-1.57	-2.05	-3.89	-2.40	-0.75	-2.61	
(3) Adjustment Factor			лпэ)/(Ext		/aca)					-1.07	-2.00	-0.00	-2.40	-0.70	-2.01	-1.00
Sound Source Adjustm										-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00
, i	Noise Reduction (dBA)															
										125	250	500	1000	2000	4000	dBA
(Transmission Loss + F	Room Effects + Adjustmer	nt Factor)								14.66	16.14	16.30	27.56	34.06	33.46	
Octave Band Frequenc	y Correction Factors for A	-Weighted	d Sound I	evels						16.10	8.60	3.20	0.00	-1.20	-1.00	
										30.76	24.74	19.50	27.56	32.86	32.46	
A-Weighted Sound Lev	/els									50.70	24.74	13.50	27.50	52.00	52.40	



ATTACHMENT E

AIR QUALITY AND GREENHOUSE GAS TECHNICAL MEMORANDUM (LSA, JUNE 2021)



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

MEMORANDUM

DATE:	June 9, 2021
то:	Kurt Bausback, Director, Planning and Entitlements, KB Homes
FROM:	Amy Fischer, Principal Cara Carlucci, Senior Planner
SUBJECT:	Air Quality and Greenhouse Gas Technical Memorandum for Katella Assemblage Project in Stanton (LSA Project No. KBH2001)

INTRODUCTION

This Air Quality and Greenhouse Gas Technical Memorandum for the Katella Assemblage Project (proposed Project) in the City of Stanton, California has been prepared using the methods and assumptions recommended in the South Coast Air Quality Management District (SCAQMD's) *Air Quality Analysis Guidance Handbook* (1993). This analysis includes a description of the proposed Project, methods used in the analysis, an assessment of project construction and operation-period emissions, and an assessment of greenhouse gas (GHG) emissions.

PROJECT DESCRIPTION

The proposed Project would involve the demolition of two existing residential structures and construction of 36 multifamily detached condominiums on a 2.555-acre site. According to the conceptual site plan, the proposed Project would include 18 three-bedroom dwelling units and 18 four-bedroom dwelling units. Each unit would be constructed with a two-car garage. The proposed Project would also provide 23 guest parking spaces for a total of 95 spaces. In addition to the 95 parking spaces, there will be an additional 18 tandem parking spaces provided (each garage within the three-bedroom units will feature this tandem space).

The proposed Project site is a series of parcels located northwest of the intersection of Katella and Western Avenues. The Project site includes Assessor's Parcel Numbers (APNs) 079-371-09, 12, 13, 15, 26, 27, and 31, which wrap around the existing strip mall (APN 079-371-32) at the above-referenced corner. The Project site consists of vacant lots and two single-family homes. The Project site is bounded to the north by multifamily residences with Syracuse Avenue beyond, to the south by Katella Avenue and the commercial strip mall, to the west by multifamily townhomes, and to the east by Western Avenue. Stanton Central Park is located approximately a quarter mile north of the property and provides a range of amenities.

The proposed Project is zoned High Density Residential (RH), which is consistent with the High Density Residential Land Use Designation for the parcel in the City of Stanton's General Plan.

6/9/21 (\\vcorp12\projects\KBH2001 - Katella CE\Technical Studies\Air Quality GHG\Products\LSA_AQ_GHG_CE_Memo_6-9-2021.docx) 703 Palomar Airport Road, Suite 280, Carlsbad, California 92011 760.931.5471 www.lsa.net Construction would occur for approximately 22 months and would include demolition of approximately 10,000 square feet of existing structures, vegetation removal, excavation, grading, placement of new concrete foundations, building construction, and the installation of landscaping and irrigation, lighting, storm drain facilities, and underground utilities. Approximately 3,000 cubic yards (cy) of fill is anticipated to be imported to elevate the Project site during grading. It is assumed that construction would utilize standard construction equipment and techniques, and no specialized construction equipment is necessary to construct the proposed Project.

METHODS

The air quality and greenhouse gas evaluation was prepared in accordance with the requirements of California Environmental Quality Act (CEQA) to determine if significant air quality impacts are likely to occur in conjunction with implementation of the proposed Project. The analysis also makes use of the California Air Resources Board (CARB)-approved CalEEMod (version 2016.3.2) for determination of daily and annual construction emissions.

The details of the proposed 22-month Project schedule and list of construction equipment capable of completing the anticipated Project construction have been estimated by using the default data utilized in the CalEEMod and are provided in Attachment A. Construction activities produce combustion emissions from various sources such as site preparation, grading, building construction, and motor vehicles transporting the construction crew and equipment. Exhaust emissions from construction activities would vary daily as construction activity levels change. The use of construction equipment would be limited to a 2.555-acre Project area and could result in localized exhaust emissions.

Operational air pollutant emission impacts are those associated with stationary sources and mobile sources involving any project-related changes. The proposed Project would result in area, energy, and mobile-source emissions. Area sources include architectural coatings, consumer products, and landscaping. Energy sources include electricity consumption only. There is no natural gas consumption for this project. The average daily trips (ADTs) for the proposed Project were generated using trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017) and, with 36 multifamily residences, would generate 196 ADTs, a net increase of 187 trips compared to the existing single-family residences.

AIR QUALITY ANALYSIS

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Consistency with the Clean Air Plan

The Project site is within the South Coast Air Basin (Basin), which includes (among other areas) the City of Stanton. The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for the administration and enforcement of air quality regulations in the Basin. The applicable air quality plan for the Project area is the 2016 *Air Quality Management Plan* (2016 AQMP) adopted in March 2017 and designed to satisfy the planning requirements of both the Federal and State Clean Air Acts. The main purpose of the 2016 AQMP is to describe air pollution

control strategies to be taken by a city, county, or region classified as a nonattainment area. A nonattainment area is considered to have worse air quality than the National Ambient Air Quality Standards (NAAQS) and/or the California Ambient Air Quality Standards (CAAQS), as defined in the Federal Clean Air Act. The Basin is in nonattainment for the federal and State standards for ozone (O_3) and particulate matter less than 2.5 microns in diameter (PM_{2.5}). In addition, the Basin is in nonattainment for particulate matter less than 10 microns in diameter (PM₁₀) and in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards.

The Southern California Association of Governments (SCAG) addresses regional issues relating to transportation, economy, community development, and environment in the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura. With regard to air quality planning, SCAG has prepared the Road to Greater Mobility and Sustainable Growth, Chapter 5, of the 2016 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) that forms the basis for the land use and transportation control portions of the 2016 AQMP. On September 3, 2020, SCAG's Regional Council voted to adopt the 2020–2045 RTP/SCS (Connect SoCal). Connect SoCal is built off the increasing need for crucial land use decisions and transportation improvements that would achieve the regional goals. Connect SoCal builds off of previous plans, including the 2016 RTP/SCS. These documents are used in the preparation of the air quality forecasts and consistency analysis included in the AQMP. The 2016 RTP/SCS, Connect SoCal, and AQMP are based, in part, on projections originating with county and city general plans.

Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the federal and State air quality standards. Per the SCAQMD *CEQA Air Quality Handbook* (April 1993), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2016 AQMP; and (2) whether the project would exceed the 2016 AQMP's assumptions for 2030 or yearly increments based on the year of project buildout and phasing. For the proposed project to be consistent with the AQMP, the pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality. Additionally, if feasible mitigation measures are implemented and are shown to reduce the impact level from significant to less than significant, a project may be deemed consistent with the AQMP.

The proposed Project involves construction of 36 residential units. Based on the City's average household size of 3.50, the 36 proposed units would introduce up to 126 additional residents within the City. Although the proposed Project would generate additional population through its provision of a residential development, the Project's potential growth-inducing impacts would be considered less than significant since the 126 additional residents represents only a 0.3 percent increase from the City's current population of 38,377 persons.¹ In addition, the proposed project is consistent with

¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011- 2020, with 2010 Benchmark, May 2020. Website: https://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/ (accessed February 2020).

the General Plan Land Use designation of High Density Residential and has therefore been identified for residential uses and included in SCAG's regional planning. In comparison to the General Plan buildout assumptions, the Project would increase the City's housing stock by 36 dwelling units a (0.5 percent increase) and population by 126 persons, which is within the SCAG 2045 population growth forecast of 44,200 persons (15 percent increase) by 2045.¹ Thus, the Project would be consistent with the types, intensity, and patterns of land use envisioned for the site vicinity in Connect SoCal. As these units would provide housing for the growing population in the AQMP, the proposed Project would be consistent with the General Plan designation for the site, and would not conflict with the 2016 AQMP. Furthermore, as discussed below, emissions generated by the proposed Project would be below emissions thresholds established in SCAQMD's *Air Quality Significance Thresholds* (March 2015) and would not be expected to result in significant air quality impacts. As the SCAQMD has incorporated these same projections. Therefore, the proposed Project would not conflict with or obstruct implementation of the AQMP. No impact would occur. No mitigation is required.

Criteria Pollutant Analysis

The Basin is in nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the State PM_{10} standard and is in attainment/maintenance for the federal PM_{10} , CO, and NO_2 standards. Specific criteria for determining whether the potential air quality impacts of a project are significant are set forth in SCAQMD's Air Quality Significance Thresholds (March 2015). The criteria include emission thresholds, compliance with State and national air quality standards, and conformity with the existing State Implementation Plan (SIP) or consistency with the current AQMP. Table A presents a summary of the specific criteria established by the SCAQMD.

Air Pollutant	Construction Phase	Operational Phase
VOCs	75 lbs/day	55 lbs/day
СО	550 lbs/day	550 lbs/day
NOx	100 lbs/day	55 lbs/day
SOx	150 lbs/day	150 lbs/day
PM ₁₀	150 lbs/day	150 lbs/day
PM _{2.5}	55 lbs/day	55 lbs/day

Table A: SCAQMD Significance Thresholds

Source: South Coast Air Quality Management District. Air Quality Significance Thresholds (March 2015).

CO = carbon monoxide lbs = pounds NOx = nitrogen oxides

 $PM_{2.5}$ = particular matter less than 2.5 microns in size

PM₁₀ = particular matter less than 10 microns in size ROCs = reactive organic compounds SCAQMD = South Coast Air Quality Management District SOx = sulfur oxides

Projects in the Basin with emissions that exceed any of the mass daily emission thresholds identified in Table A are considered significant by the SCAQMD.

¹ Southern California Association of Governments. Connect SoCal 2020-2045 Regional Transportation Plan/Sustainable Community Strategies Demographics & Growth Forecast Technical Report. Table 14 Jurisdiction-Level Growth Forecast. Website: <u>https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579</u> (accessed February 2020).

Construction Emissions

Air quality impacts could occur during demolition and construction of the proposed Project due to soil disturbance and equipment exhaust. Major sources of emissions during demolition, grading, building construction and site work, building erection, paving and architectural coatings include (1) exhaust emissions from construction vehicles, (2) equipment and fugitive dust generated by vehicles and equipment traveling over exposed surfaces, and (3) soil disturbances from compacting and cement paving. The following summarizes construction emissions and associated impacts of the proposed Project.

Construction of the proposed Project would include the following tasks: demolition, site preparation, grading, concrete, building erection, building construction, and architectural coatings. The Project phasing would generally start with the demolition of the existing buildings on the project site, and continue with the construction of the proposed Project. It is anticipated that construction activities would take approximately 22 months. Peak daily emissions were analyzed using California Emission Estimator Model (CalEEMod version 2016.3.2). Project-specific information provided by the Project applicant was used where available, including building details, construction schedule, materials, and grading requirements. The conservative estimates of 10,000 square feet of demolished building materials and 3,000 cy of imported soil were assumed. The estimated total number of truck trips for entire construction duration is approximately 45 and 375 trips during demolition and grading activities, respectively. The following default equipment from CalEEMod was utilized in the analysis: industrial saws, dozers, loaders, graders, scrapers, excavators, trenchers, generator sets, welders, cement and mortar mixers, backhoes, cranes, forklifts, compressors, paving equipment, pavers, and rollers. Additionally, a trenching phase was added to the construction phases for installation of subterranean wet utilities throughout the Project site. The equipment assumptions including usage hours were based on the level gradient of the Project site, minimal onsite vegetation, and the overall acreage of the Project site. The application of paving and architectural coating is assumed to overlap with the building construction phase and is assumed to occur during the end of the anticipated construction year 2023 duration.

Fugitive dust emissions would be substantially reduced by compliance with SCAQMD Rules 402 and 403. Implementation of these rules, including measures such as on-site watering at least two times daily, was accounted for in the Project emission estimates.

Table B presents the peak daily construction emissions based on the CalEEMod emission estimates and shows that construction equipment/vehicle emissions during construction periods would not exceed any of the SCAQMD daily emissions thresholds. Therefore, no construction-related air quality impacts would occur.

Peak Construction Emissions (Anticipated Construction Year)	voc	NOx	со	SO ₂	PM ₁₀ (total)	PM _{2.5} (total)
Site Preparation (2021)	1.6	18.3	11.1	<0.1	0.9	0.7
Demolition (2021)	2.1	20.9	15.2	<0.1	1.7	1.1
Grading (2021 and 2022)	1.9	22.6	10.6	<0.1	4.4	2.4
Trenching (2022)	0.8	6.9	8.4	<0.1	0.5	0.4
Building Construction (2022 and 2023)	2.0	15.1	15.5	<0.1	1.1	0.8
Paving (2023)	0.9	8.6	12.2	<0.1	0.6	0.4
Architectural Coating (2023)	2.4	1.3	2.0	<0.1	0.1	0.1
Highest Peak Daily Emissions	5.3	25.1	29.7	0.1	4.4	2.4
SCAQMD Threshold	75.0	100.0	550.0	150.0	150.0	55.0
Exceed Significance?	No	No	No	No	No	No

Table B: Peak Daily Construction Emissions (lbs/day)

Source: Compiled by LSA (June 2021).

Notes:

¹ Column totals may not add up due to rounding.

² Application of paving and architectural coating is assumed to overlap with the building construction phase.

CO = carbon monoxide

lbs/day = pounds per day

NOx = nitrogen oxide

PM_{2.5} = particulate matter less than 2.5 microns in diameter

 PM_{10} = particulate matter less than 10 microns in diameter SCAQMD = South Coast Air Quality Management District SO₂ = sulfur dioxide VOC = volatile organic compounds

Operational Emissions

Long-term air pollutant emission impacts are those impacts associated with any change in permanent use of the project site by on-site energy and off-site mobile sources that increase emissions. Energy-source emissions include emissions associated with electricity consumption. Mobile-source emissions result from vehicle trips associated with a project.

Based on trip generation estimates, the proposed Project would generate 187 net total daily trips during Project operations. Table C shows long-term operational emissions associated with the proposed Project. The operational emissions results indicate that the increase in criteria pollutants would not exceed the corresponding SCAQMD daily emission thresholds for any criteria pollutants. Therefore, no air quality impacts would occur.

The projected emissions of criteria pollutants as a result of the proposed Project are expected to be below the emissions thresholds established for the region. Therefore, there would be no cumulatively considerable net increase of the criteria pollutants that are in nonattainment status in the Basin.

		Pollutant Emissions (lbs/day)								
Source	ROG	NOx	со	SOx	PM10	PM _{2.5}				
Area Sources	0.9	<0.1	3.0	<0.1	<0.1	<0.1				
Energy Sources	0.0	<0.1	<0.1	<0.1	0.0	0.0				
Mobile Sources	0.3	1.4	4.2	<0.1	1.5	0.4				
Total	1.2	1.4	7.2	<0.1	1.5	0.4				
SCAQMD Thresholds	55.0	55.0	550.0	150.0	150.0	55.0				
Significant?	No	No	No	No	No	No				

Table C: Peak Daily Operational Emissions (lbs/day)

Source: LSA (June 2021).

CO = carbon monoxide

lbs/day = pounds per day

NOx = nitrogen oxides

 $PM_{2.5}$ = particulate matter less than 2.5 microns in size

PM₁₀ = particulate matter less than 10 microns in size ROG = reactive organic gases SCAQMD = South Coast Air Quality Management District SOx = sulfur oxides

Sensitive Receptor Analysis

As described in above, the proposed Project would not significantly increase long-term emissions within the Project area. Project implementation may expose surrounding sensitive receptors to airborne particulates, as well as, a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, construction contractors would be required to implement measures to reduce or eliminate emissions by following the SCAQMD's standard construction practices (Rules 402 and 403). Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. Some of the applicable dust suppression techniques from Rule 403 are summarized as follows:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least twice daily (locations where grading is to occur will be thoroughly watered prior to earthmoving).
- All trucks hauling demolished material, dirt, sand, soil, or other loose materials are to be covered or should maintain at least 2 feet of freeboard in accordance with the requirements of California Vehicle Code Section 23114 (freeboard means vertical space between the top of the load and top of the trailer).

SCAQMD has issued guidance on applying CalEEMod results to localized impacts analyses.¹ In cases where proximate receptors may be closer than 82 feet (25 meters [m]), any distances within 82 feet

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¹ South Coast Air Quality Management District (SCAQMD). Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. Website: <u>http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf</u> (accessed February 2021).

(25 m) buffer zone would be used to assess potential impact on nearby sensitive receptors. Sensitive receptors include residences, schools, and similar uses that are sensitive to adverse air guality. The sensitive receptors nearest to the proposed Project are the multi-family residences located approximately 15 feet north of the Project site; therefore, the 82-foot distance threshold was used. Table D shows that the construction emissions rates would not exceed the localized significance thresholds (LSTs) for the nearest sensitive receptors in the Project area.

Emissions Sources	NOx	со	PM ₁₀	PM _{2.5}
On-Site Emissions	20.2	14.5	3.3	2.1
LST	115.0	715.0	6.0	4.0
Significant Emissions?	No	No	No	No

Table D: Construction Localized Emissions (lbs/day)

Source: Compiled by LSA (June 2021).

Note: Source Receptor Area – Central Orange County, 2 acres, receptors at 82 feet (25 meters).

CO = carbon monoxide

lbs/day = pounds per day

LST= Localized Significance Threshold

NOx = nitrogen oxides PM_{2.5} = particulate matter less than 2.5 microns in size PM_{10} = particulate matter less than 10 microns in size

Table E shows that the operational emission rates would not exceed the LSTs for sensitive receptors in the project area. Therefore, the proposed operational activity would not result in a locally significant air quality impact.

Table E: Operational Localized Emissions (lbs/day)								
Emissions Sources	NOx	со	PM10	PM _{2.5}				
On-Site Emissions	0.1	3.2	0.1	<0.1				
LST	115.0	715.0	2.0	1.0				
Significant Emissions?	No	No	No	No				

NOx = nitrogen oxides

Table E. Operational Localized Emissions (lbs/day)

Source: Compiled by LSA (June 2021).

Note: Source Receptor Area - Central Orange County, 2 acres, receptors at 82-feet (25 meters).

CO = carbon monoxide

lbs/day = pounds per day LST = Local Significance Threshold PM_{2.5} = particulate matter less than 2.5 microns in size PM₁₀ = particulate matter less than 10 microns in size

As evaluated above, the Project's on-site emissions would be below the SCAQMD's localized significance thresholds for construction and operations. Therefore, the Project would not exceed the most stringent applicable federal or State ambient air quality standards for emissions of NOx, CO, PM_{10} , or $PM_{2.5}$. It should be noted that the ambient air quality standards are developed and represent levels at which the most susceptible persons (e.g., children and the elderly) are protected. In other words, the ambient air quality standards are purposefully set in a stringent manner to protect children, elderly, and those with existing respiratory problems. Thus, air quality health impacts would be less than significant in this regard and no mitigation is required.

Odor Analysis

SCAQMD's CEQA Air Quality Handbook (SCAQMD 1993) identifies various secondary significance criteria related to odorous air contaminants. Substantial odor-generating sources include land uses such as agricultural activities, feedlots, wastewater treatment facilities, landfills, or heavy manufacturing uses. Pursuant to SCAQMD Rule 402, these sources shall include a quantitative assessment of potential odors and meteorological conditions. The Project does not propose any such uses or activities that would result in potentially significant odor impacts. Some nuisance odors may emanate from the operation of diesel-powered construction equipment during construction of the proposed project. Additionally, operators of off-road vehicles (i.e., self-propelled diesel-fueled vehicles 25 horsepower and up that were not designed to be driven on road) are required to limit vehicle idling to five minutes or less; register and label vehicles in accordance with the CARB Diesel Off-Road Online Reporting System; restrict the inclusion of older vehicles into fleets; and retire, replace, or repower older engines or install Verified Diesel Emission Control Strategies (i.e., exhaust retrofits). These odors would be limited to the construction period and would disperse quickly; therefore, no odor impact would occur.

The proposed Project is a residential project, which does not typically produce nuisance odors. Therefore, no significant impacts related to nuisance odors would result from the proposed Project and no mitigation is required.

Cumulative Analysis

The following discussion evaluates whether the proposed Project, in combination with other similar nearby projects, including the KB Home Lighthouse Residential Project, would have the potential to be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

As discussed above, the Basin is in nonattainment for the federal and State standards for O_3 and $PM_{2.5}$. In addition, the Basin is in nonattainment for the State PM_{10} standard and is in attainment/ maintenance for the federal PM_{10} , CO, and NO_2 standards. The basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

Therefore, if the proposed Project's daily emissions of construction- or operational-related criteria air pollutants exceed thresholds established by the SCAQMD, the proposed Project would result in a considerable contribution to a cumulatively significant impact. As shown above in Table B and Table C, implementation of the proposed Project would not generate significant construction or operational emissions, and would not result in individually significant impacts. In addition, the CEQA analysis for the KB Home Lighthouse Project found that air quality emissions would be less than

significant. Therefore the proposed Project, in combination with other projects, would not result in a cumulatively considerable contribution to regional air quality impacts. Further, it should also be noted that since the construction schedules of the proposed Project and the KB Home Lighthouse Residential Project would not overlap, there would be no cumulative construction impacts.

GREENHOUSE GAS EMISSIONS

Global climate change refers to changes in average climatic conditions on Earth as a whole, including temperature, wind patterns, precipitation, and storms. Global temperatures are moderated by naturally occurring atmospheric gases, including water vapor, carbon dioxide, methane, nitrous oxide, and ozone. These gases, known as GHGs, allow solar radiation (sunlight) into the Earth's atmosphere, but prevent radiative heat from escaping, thus warming the Earth's atmosphere. GHGs are emitted by both natural processes and human activities and the accumulation of GHGs in the atmosphere regulates the Earth's temperature. Emissions of GHGs in excess of natural ambient concentrations are thought to be responsible for the enhancement of the greenhouse effect and contributing to what is termed "global warming;" the trend of warming of the Earth's climate from anthropogenic activities. Unlike localized air pollutant emissions, which are a temporal issue, global warming is an ongoing global issue. As global climate change impacts are by nature cumulative, direct impacts cannot be evaluated because the impacts themselves are global rather than localized. Therefore, the analysis herein addresses cumulative impacts.

GHG emissions associated with the proposed project would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term GHG emissions associated with project operation, including vehicular trips. This analysis includes an evaluation of emissions from vehicular traffic, energy consumption, water conveyance and treatment, waste generation, and Project construction activities.

Direct Greenhouse Gas Emissions

The City does not identify any criteria to evaluate GHG emissions impacts. The potential for the proposed Project to results in impacts from GHG emissions is based on the *CEQA Guidelines* Appendix G thresholds. For CEQA purposes, the City has discretion to select an appropriate significance criterion, based on substantial evidence.

On December 5, 2008, the SCAQMD adopted GHG Significance Thresholds for Stationary Sources, Rules, and Plans where the SCAQMD is lead agency. The threshold uses a tiered decision tree approach. A project is compared with the requirements of each tier sequentially and would not result in a significant impact if it complies with any tier listed as follows. Tier 1 excludes projects that are specifically exempt from Senate Bill (SB) 97 from resulting in a significant impact. Tier 2 excludes projects that are consistent with a GHG reduction plan that has a certified final CEQA document and complies with Assembly Bill (AB) 32 GHG reduction goals. Tier 3 excludes projects with annual emissions lower than a screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) per year for residential land uses. SCAQMD concluded that projects with emissions less than the screening thresholds would not result in a significant cumulative impact. Tier 4 covers performance standards and provides three options. Option 1 covers the percent reduction target, which there currently is no recommendation. Option 2 covers the early implementation of climate action measures, which have been folded into Option 3. Under the Tier 4 (Option 3), which is related to sector-based standards, the project would be excluded if it was below an efficiency-based threshold of 4.8 MT CO₂e per service population (SP) per year or 2.9 MT CO₂e per SP for post-2020 projects. Tier 5 would exclude projects that implement off-site mitigation (GHG reduction projects) or purchase offsets to reduce GHG emission impacts to less than the proposed screening level. The City has used this tiered decision tree approach that has been supported by substantial evidence provided during the SCAQMD proposal of these interim standards.

GHG emissions associated with the proposed Project would be confined to short-term emissions associated with construction activities, including emissions generated by stationary and mobile construction equipment, off-site transportation of construction equipment, off-site trucks hauling construction materials, and worker trips. Construction-related GHG emissions would occur during construction of the Project, which would occur over an approximately 22-month period. Project-related GHG emissions were estimated using the CalEEMod. Construction GHG emissions are estimated to total 530.3 MT CO₂e over the entire period of construction. When amortized over a 30-year period, construction GHG emissions would be 17.7 metric tons per year.

Operation of the proposed Project would generate GHG emissions from area and mobile sources and indirect emissions from stationary sources associated with energy consumption. Mobile-source emissions of GHGs would include Project-generated vehicle trips associated with the residential land use. Area-source emissions would be associated with activities including landscaping and maintenance of proposed land uses, architectural coating maintenance, and other consumer products sources. Increases in energy-source emissions would also occur at off-site utility providers as a result of demand for electricity, and water by the proposed uses.

The proposed Project would result in the generation of approximately 319.2 MT CO₂e per year. With the combined amortized construction and operational GHG emissions, the proposed Project's GHG emissions of 336.9 MT CO₂e per year would be well below the 3,000 MT CO₂e per year significance threshold recommended by the SCAQMD for residential projects under the Tier 3 approach. Based on the City's average household size of 3.50^1 , the 36 proposed units would have a service population of 126 additional residents (36 dwelling units × 3.50 persons per household), therefore, it is assumed in this analysis that the service population of the Project would be 126. Under the Tier 4 approach, the project would generate approximately 2.7 MT CO₂e/year per SP, which would not exceed the SCAQMD's post-2020 project level efficiency threshold of 2.9 MT CO₂e/year per SP.

As discussed, construction and operations of the proposed Project would have negligible GHG emissions. Construction and operational emissions would have no cumulatively considerable contribution to global climate change impacts, and therefore, no GHG impact would occur. No mitigation is required.

¹ California Department of Finance, op.cit.

Consistency with Applicable Greenhouse Gas Reduction Plans

As discussed above, construction and operation of the proposed Project would result in less than significant GHG emissions. The potential for the proposed Project to results in impacts from GHG emissions is based on the *CEQA Guidelines* Appendix G thresholds. To answer the above question, the City would consider whether the Project is consistent with the *California 2017 Climate Change Scoping Plan* (Scoping Plan).

The Scoping Plan identifies strategies to reduce California's GHG emissions in support of AB 32, The Global Warming Solution Act. Many of the strategies identified in the Scoping Plan are not applicable at the Project level, such as long-term technological improvements to reduce emissions from vehicles. Some measures are applicable and supported by the Project, such as energy efficiency. While some measures are not directly applicable, the Project would not conflict with their implementation. The City does not currently have any adopted plans for reducing GHG emissions. Furthermore, as described above, the Project's combined long-term operational and amortized construction emissions would not exceed the applicable SCAQMD's threshold of significance. Although these thresholds have not been formally adopted at the time of this analysis, they are considered the allowable amount of emissions for the Project to ensure the Project does not impede regional and/or State GHG reduction goals. To facilitate implementation of the Scoping Plan, the City adopted the Green Building Code. The proposed Project would comply with performance-based standards included in the Green Building Code (e.g., the 2019 Building Energy Efficiency Standards).

In addition to using the local SCAQMD's recommended significance threshold of 3,000 metric tons of CO₂e per year, the most directly applicable adopted regulatory plan to reduce GHG emissions is the SCAG's Connect SoCal 2020 RTP/SCS, which is designed to achieve regional GHG reductions from the land use and transportation sectors as required by SB 375 and the State's long-term climate goals. This analysis also considers consistency with regulations or requirements set forth by the 2008 Scoping Plan and subsequent updates SB 375, SCAG's Connect SoCal 2020 RTP/SCS, and the City's Green Building Code.

Within the Connect SoCal Plan, the 2020 SCS would, when implemented, meet the applicable 2035 GHG emissions reduction target for automobiles and light trucks as established by CARB in 2018, specifically, a 19 percent per capita reduction by 2035 relative to 2005 levels. CARB staff's determination summarizes its assessment, findings, and recommendations relating to the determination on the 2035 target.¹ The Connect SoCal plan lays out a strategy for the region to meet these targets. The Connect SoCal SCS has been found to meet state targets for reducing GHG emissions from cars and light trucks. Connect SoCal achieves per capita GHG emission reductions relative to 2005 levels of 8 percent in 2020, and 19 percent in 2035, thereby meeting the GHG reduction targets established by the CARB for the SCAG region.

For purposes of this comparison it should be noted that the proposed Project's structural and operational features such as installing energy-efficient lighting, rooftop solar panels, low-flow plumbing fixtures, and implementing a residential recycling program during the life of the proposed

6/9/21 (\\vcorp12\projects\KBH2001 - Katella CE\Technical Studies\Air Quality GHG\Products\LSA_AQ_GHG_CE_Memo_6-9-2021.docx)

¹ California Air Resources Board. 2018. SB 375 Regional Plan Climate Targets. Website: <u>https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plan-targets</u> (accessed February 2021).

Project would reduce the Project's GHG emissions by approximately 13 percent. Additionally, the proposed Project is an infill development and is reutilizing existing land use, which is encouraged through the State, regional, and local plans and policies (i.e., AB 32, SB 375, and SCAG's 2020 RTP/SCS growth strategy). The percent reduction calculated above is not a quantitative threshold of significance, but shows the efficacy of the proposed Project's compliance with the various regulations, plans, and policies that have been adopted with the intent of reducing GHG emissions in furtherance of the State's GHG reduction targets under SB 32.

In summary, the regulatory compliance analysis provided above demonstrates that the proposed Project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the California Scoping Plan. Therefore, the proposed Project would not result in emissions that would impede or conflict with Statewide attainment of GHG emission reduction goals as described in AB 32 (reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). In addition to the fact that the proposed Project would not conflict with AB 32, SB 32, or executive orders, it also would not conflict with any other applicable plans, policies, or regulations intended to reduce GHG emissions. Therefore, no GHG impact would occur and no mitigation is required.

Cumulative Analysis

The following discussion evaluates whether the proposed Project, in combination with other projects, including the nearby KB Home Lighthouse Project, would have the potential to be cumulatively considerable, resulting in significant adverse GHG impacts.

GHG impacts are by their nature cumulative impacts. Localized impacts of climate change are the result of the cumulative impact of global emissions. The combined benefits of reductions achieved by all levels of government help to slow or reverse the growth in GHG emissions. In the absence of comprehensive international agreements on appropriate levels of reductions achieved by each country, another measure of cumulative contribution is required. This serves to define the State's share of the reductions regardless of the activities or lack of activities of other areas of the U.S. or the world. Therefore, a cumulative threshold based on consistency with State targets and actions to reduce GHGs is an appropriate standard of comparison for significance determinations.

AB 32 requires the CARB to reduce Statewide GHG emissions to 1990 level by 2020. As part of this legislation, the CARB was required to prepare a "Scoping Plan" that demonstrates how the State will achieve this goal. The Scoping Plan was first adopted in 2011 and in it local governments were described as "essential partners" in meeting the Statewide goal, recommending a GHG reduction level of 15 percent below 2005 to 2008 levels by 2020. In addition, the CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 GHG emissions reductions target of at least 40 percent below 1990 levels by 2030.

The regulatory compliance analysis provided above demonstrates that the proposed Project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the California Scoping Plan. Therefore, the proposed Project would not result in emissions that would impede or conflict with Statewide attainment of GHG emission reduction goals as described in AB 32

(reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). As such, given the proposed Project's consistency with Statewide reduction goals, the proposed Project would not result in a cumulatively considerable contribution to GHG impacts. In addition, the CEQA analysis for the KB Home Lighthouse Project found that the project would be consistent with Statewide reduction goals. Therefore the proposed Project, in combination with other projects, would not result in a cumulatively considerable contribution to GHG impacts. Further, it should also be noted that since the construction schedules of the proposed Project and the KB Home Lighthouse Residential Project would not overlap, there would be no cumulative construction impacts.

CONCLUSION

Based on the analysis presented above, construction and operation of the proposed Project would not result in the generation of criteria air pollutants that would exceed SCAQMD thresholds of significance. Implementation of SCAQMD dust control rules would reduce construction dust impacts. The proposed Project is not expected to produce significant emissions that would affect nearby sensitive receptors. The Project would also not result in objectionable odors affecting a substantial number of people. GHG emissions released during construction and operation of the Project are estimated to be lower than significance thresholds, and would not be cumulatively considerable. The Project would be consistent with the goals of AB 32, SB 32, SB 375, and the City's General Plan. Therefore, the proposed Project would not result in significant air quality or GHG impacts.

ATTACHMENT

Attachment A: CalEEMod Emission Output Files

Attachment A:

CalEEMod Emission Output Files

Katella Assemblage Project - South Coast AQMD Air District, Annual

Katella Assemblage Project

South Coast AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edisor	ı			
CO2 Intensity (Ib/MWhr)	534	CH4 Intensity (Ib/MWhr)	0.029	N2O Intensity (Ib/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CalEEMod Version: CalEEMod.2016.3.2

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Project Characteristics - CO2 Intensity Factor is 534 lb/MWhr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedue: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

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Table Name	Column Name	Default Value	New Value		
tblConstructionPhase	NumDays	10.00	106.00		
tblConstructionPhase	NumDays	220.00	256.00		
tblConstructionPhase	NumDays	20.00	10.00		
tblConstructionPhase	NumDays	6.00	40.00		
tblConstructionPhase	NumDays	10.00	104.00		
tblConstructionPhase	NumDays	3.00	10.00		
tblEnergyUse	NT24NG	6,384.00	0.00		
tblEnergyUse	T24NG	10,792.56	0.00		
tblFireplaces	NumberGas	30.60	0.00		
tblFireplaces	NumberNoFireplace	3.60	0.00		
tblFireplaces	NumberWood	1.80	0.00		
tblGrading	AcresOfGrading	20.00	2.56		
tblGrading	AcresOfGrading	15.00	2.56		
tblGrading	MaterialImported	0.00	3,000.00		
tblLandUse	LotAcreage	2.25	2.35		
tblProjectCharacteristics	CO2IntensityFactor	702.44	534		
tblVehicleTrips	WD_TR	5.81	5.22		
tblWoodstoves	NumberCatalytic	1.80	0.00		
tblWoodstoves	NumberNoncatalytic	1.80	0.00		

2.0 Emissions Summary

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2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr								MT/yr							
2021	0.0522	0.5931	0.3171	7.7000e- 004	0.1198	0.0249	0.1447	0.0608	0.0230	0.0838	0.0000	69.5871	69.5871	0.0175	0.0000	70.0233
2022	0.2205	1.7279	1.7754	3.3000e- 003	0.0572	0.0829	0.1401	0.0193	0.0789	0.0982	0.0000	280.2290	280.2290	0.0518	0.0000	281.5227
2023	0.2292	0.9409	1.1923	2.0700e- 003	0.0229	0.0449	0.0678	6.0900e- 003	0.0424	0.0485	0.0000	177.7529	177.7529	0.0388	0.0000	178.7221
Maximum	0.2292	1.7279	1.7754	3.3000e- 003	0.1198	0.0829	0.1447	0.0608	0.0789	0.0982	0.0000	280.2290	280.2290	0.0518	0.0000	281.5227

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr								MT/yr							
2021	0.0522	0.5931	0.3171	7.7000e- 004	0.0507	0.0249	0.0756	0.0248	0.0230	0.0478	0.0000	69.5871	69.5871	0.0175	0.0000	70.0233
2022	0.2205	1.7279	1.7754	3.3000e- 003	0.0471	0.0829	0.1300	0.0141	0.0789	0.0930	0.0000	280.2287	280.2287	0.0518	0.0000	281.5224
2023	0.2292	0.9409	1.1923	2.0700e- 003	0.0229	0.0449	0.0678	6.0900e- 003	0.0424	0.0485	0.0000	177.7527	177.7527	0.0388	0.0000	178.7219
Maximum	0.2292	1.7279	1.7754	3.3000e- 003	0.0507	0.0829	0.1300	0.0248	0.0789	0.0930	0.0000	280.2287	280.2287	0.0518	0.0000	281.5224

Katella Assemblage Project - South Coast AQMD Air District, Annual

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	39.61	0.00	22.45	47.76	0.00	17.85	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	10-18-2021	1-17-2022	0.7193	0.7193
2	1-18-2022	4-17-2022	0.2971	0.2971
3	4-18-2022	7-17-2022	0.5563	0.5563
4	7-18-2022	10-17-2022	0.5626	0.5626
5	10-18-2022	1-17-2023	0.6068	0.6068
6	1-18-2023	4-17-2023	0.7458	0.7458
7	4-18-2023	7-17-2023	0.2531	0.2531
8	7-18-2023	9-30-2023	0.0118	0.0118
		Highest	0.7458	0.7458

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2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Area	0.1533	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	44.7275	44.7275	2.4300e- 003	5.0000e- 004	44.9380
Mobile	0.0481	0.2411	0.6608	2.7400e- 003	0.2445	1.9600e- 003	0.2464	0.0655	1.8200e- 003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305
Waste	F;					0.0000	0.0000		0.0000	0.0000	3.3615	0.0000	3.3615	0.1987	0.0000	8.3281
Water	F;					0.0000	0.0000		0.0000	0.0000	0.7441	11.3770	12.1211	0.0771	1.9300e- 003	14.6232
Total	0.2013	0.2453	1.0322	2.7600e- 003	0.2445	4.0200e- 003	0.2485	0.0655	3.8800e- 003	0.0694	4.1057	310.6631	314.7687	0.2899	2.4300e- 003	322.7413

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2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CC)	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugit PM2		aust 12.5	PM2.5 Total	Bio	CO2	NBio- CO2	Total CC	2 C	H4	N2O	CO2	е
Category						tor	ns/yr										MT/yr				
Area	0.1533	4.2800e 003	- 0.37	14 2	2.0000e- 005		2.0600e- 003	2.0600e- 003			00e- 03	2.0600e- 003	0.(0000	0.6070	0.6070		000e- 004	0.0000	0.621	6
Energy	0.0000	0.0000	0.00	00 (0.0000		0.0000	0.0000		0.0	000	0.0000	0.(0000	43.6007	43.6007		700e- 03	4.9000e- 004	43.80	58
Weblie	0.0481	0.2411	0.66	08 2	2.7400e- 003	0.2445	1.9600e- 003	0.2464	0.06		200e- 03	0.0673	0.(0000	253.9516	253.951	6 0.0)112	0.0000	254.23	05
Waste	,						0.0000	0.0000		0.0	000	0.0000	3.3	3615	0.0000	3.3615	0.1	1987	0.0000	8.328	51
Water	r,						0.0000	0.0000		0.0	000	0.0000	0.5	5953	9.6547	10.2500	0.0	0617	1.5500e- 003	12.25	43
Total	0.2013	0.2453	1.03	22 2	2.7600e- 003	0.2445	4.0200e- 003	0.2485	0.06		800e- 03	0.0694	3.9	9568	307.8139	311.770	3 0.2	2744	2.0400e- 003	319.24	02
	ROG		NOx	CO	sc				M10 otal	Fugitive PM2.5	Exha PM		12.5 otal	Bio- C	O2 NBio	-CO2 Tot	al CO2	СН	4 N	20	CO2e
Percent Reduction	0.00		0.00	0.00	0.0	0 0	.00 0	.00 ().00	0.00	0.	00 0	.00	3.62	2 0.9	92 ().95	5.3	3 16	.05	1.08

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Trenching	Trenchers	1	8.00	78	0.50
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					1.3500e- 003	0.0000	1.3500e- 003	1.5000e- 004	0.0000	1.5000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7300e- 003	0.0914	0.0538	1.2000e- 004		3.5100e- 003	3.5100e- 003		3.2300e- 003	3.2300e- 003	0.0000	10.7632	10.7632	3.4800e- 003	0.0000	10.8502
Total	7.7300e- 003	0.0914	0.0538	1.2000e- 004	1.3500e- 003	3.5100e- 003	4.8600e- 003	1.5000e- 004	3.2300e- 003	3.3800e- 003	0.0000	10.7632	10.7632	3.4800e- 003	0.0000	10.8502

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3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e- 004	1.2000e- 004	1.3900e- 003	0.0000	4.4000e- 004	0.0000	4.4000e- 004	1.2000e- 004	0.0000	1.2000e- 004	0.0000	0.3823	0.3823	1.0000e- 005	0.0000	0.3825
Total	1.7000e- 004	1.2000e- 004	1.3900e- 003	0.0000	4.4000e- 004	0.0000	4.4000e- 004	1.2000e- 004	0.0000	1.2000e- 004	0.0000	0.3823	0.3823	1.0000e- 005	0.0000	0.3825

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					5.3000e- 004	0.0000	5.3000e- 004	6.0000e- 005	0.0000	6.0000e- 005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7300e- 003	0.0914	0.0538	1.2000e- 004		3.5100e- 003	3.5100e- 003		3.2300e- 003	3.2300e- 003	0.0000	10.7632	10.7632	3.4800e- 003	0.0000	10.8502
Total	7.7300e- 003	0.0914	0.0538	1.2000e- 004	5.3000e- 004	3.5100e- 003	4.0400e- 003	6.0000e- 005	3.2300e- 003	3.2900e- 003	0.0000	10.7632	10.7632	3.4800e- 003	0.0000	10.8502

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3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e- 004	1.2000e- 004	1.3900e- 003	0.0000	4.4000e- 004	0.0000	4.4000e- 004	1.2000e- 004	0.0000	1.2000e- 004	0.0000	0.3823	0.3823	1.0000e- 005	0.0000	0.3825
Total	1.7000e- 004	1.2000e- 004	1.3900e- 003	0.0000	4.4000e- 004	0.0000	4.4000e- 004	1.2000e- 004	0.0000	1.2000e- 004	0.0000	0.3823	0.3823	1.0000e- 005	0.0000	0.3825

3.3 Demolition - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					4.9200e- 003	0.0000	4.9200e- 003	7.5000e- 004	0.0000	7.5000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.9700e- 003	0.0985	0.0725	1.2000e- 004		5.2000e- 003	5.2000e- 003		4.8600e- 003	4.8600e- 003	0.0000	10.5357	10.5357	2.6900e- 003	0.0000	10.6030
Total	9.9700e- 003	0.0985	0.0725	1.2000e- 004	4.9200e- 003	5.2000e- 003	0.0101	7.5000e- 004	4.8600e- 003	5.6100e- 003	0.0000	10.5357	10.5357	2.6900e- 003	0.0000	10.6030

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3.3 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	1.7000e- 004	5.8600e- 003	1.2400e- 003	2.0000e- 005	3.9000e- 004	2.0000e- 005	4.0000e- 004	1.1000e- 004	2.0000e- 005	1.2000e- 004	0.0000	1.6801	1.6801	1.2000e- 004	0.0000	1.6830
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e- 004	2.0000e- 004	2.2700e- 003	1.0000e- 005	7.1000e- 004	1.0000e- 005	7.2000e- 004	1.9000e- 004	0.0000	1.9000e- 004	0.0000	0.6212	0.6212	2.0000e- 005	0.0000	0.6216
Total	4.4000e- 004	6.0600e- 003	3.5100e- 003	3.0000e- 005	1.1000e- 003	3.0000e- 005	1.1200e- 003	3.0000e- 004	2.0000e- 005	3.1000e- 004	0.0000	2.3013	2.3013	1.4000e- 004	0.0000	2.3046

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					1.9200e- 003	0.0000	1.9200e- 003	2.9000e- 004	0.0000	2.9000e- 004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.9600e- 003	0.0985	0.0725	1.2000e- 004		5.2000e- 003	5.2000e- 003		4.8600e- 003	4.8600e- 003	0.0000	10.5357	10.5357	2.6900e- 003	0.0000	10.6030
Total	9.9600e- 003	0.0985	0.0725	1.2000e- 004	1.9200e- 003	5.2000e- 003	7.1200e- 003	2.9000e- 004	4.8600e- 003	5.1500e- 003	0.0000	10.5357	10.5357	2.6900e- 003	0.0000	10.6030

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3.3 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	1.7000e- 004	5.8600e- 003	1.2400e- 003	2.0000e- 005	3.9000e- 004	2.0000e- 005	4.0000e- 004	1.1000e- 004	2.0000e- 005	1.2000e- 004	0.0000	1.6801	1.6801	1.2000e- 004	0.0000	1.6830
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e- 004	2.0000e- 004	2.2700e- 003	1.0000e- 005	7.1000e- 004	1.0000e- 005	7.2000e- 004	1.9000e- 004	0.0000	1.9000e- 004	0.0000	0.6212	0.6212	2.0000e- 005	0.0000	0.6216
Total	4.4000e- 004	6.0600e- 003	3.5100e- 003	3.0000e- 005	1.1000e- 003	3.0000e- 005	1.1200e- 003	3.0000e- 004	2.0000e- 005	3.1000e- 004	0.0000	2.3013	2.3013	1.4000e- 004	0.0000	2.3046

3.4 Grading - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					0.1069	0.0000	0.1069	0.0581	0.0000	0.0581	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0320	0.3537	0.1708	3.6000e- 004		0.0160	0.0160		0.0147	0.0147	0.0000	31.6818	31.6818	0.0103	0.0000	31.9380
Total	0.0320	0.3537	0.1708	3.6000e- 004	0.1069	0.0160	0.1229	0.0581	0.0147	0.0728	0.0000	31.6818	31.6818	0.0103	0.0000	31.9380

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3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	1.2000e- 003	0.0428	9.0700e- 003	1.2000e- 004	3.1200e- 003	1.3000e- 004	3.2500e- 003	8.5000e- 004	1.2000e- 004	9.7000e- 004	0.0000	12.2505	12.2505	8.4000e- 004	0.0000	12.2715
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e- 004	5.4000e- 004	6.1000e- 003	2.0000e- 005	1.9200e- 003	1.0000e- 005	1.9300e- 003	5.1000e- 004	1.0000e- 005	5.2000e- 004	0.0000	1.6724	1.6724	4.0000e- 005	0.0000	1.6735
Total	1.9300e- 003	0.0433	0.0152	1.4000e- 004	5.0400e- 003	1.4000e- 004	5.1800e- 003	1.3600e- 003	1.3000e- 004	1.4900e- 003	0.0000	13.9229	13.9229	8.8000e- 004	0.0000	13.9450

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	∵/yr		
Fugitive Dust					0.0417	0.0000	0.0417	0.0227	0.0000	0.0227	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0320	0.3537	0.1708	3.6000e- 004		0.0160	0.0160		0.0147	0.0147	0.0000	31.6818	31.6818	0.0103	0.0000	31.9379
Total	0.0320	0.3537	0.1708	3.6000e- 004	0.0417	0.0160	0.0577	0.0227	0.0147	0.0374	0.0000	31.6818	31.6818	0.0103	0.0000	31.9379

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3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	'/yr		
Hauling	1.2000e- 003	0.0428	9.0700e- 003	1.2000e- 004	3.1200e- 003	1.3000e- 004	3.2500e- 003	8.5000e- 004	1.2000e- 004	9.7000e- 004	0.0000	12.2505	12.2505	8.4000e- 004	0.0000	12.2715
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e- 004	5.4000e- 004	6.1000e- 003	2.0000e- 005	1.9200e- 003	1.0000e- 005	1.9300e- 003	5.1000e- 004	1.0000e- 005	5.2000e- 004	0.0000	1.6724	1.6724	4.0000e- 005	0.0000	1.6735
Total	1.9300e- 003	0.0433	0.0152	1.4000e- 004	5.0400e- 003	1.4000e- 004	5.1800e- 003	1.3600e- 003	1.3000e- 004	1.4900e- 003	0.0000	13.9229	13.9229	8.8000e- 004	0.0000	13.9450

3.4 Grading - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
r ugiavo Buot					0.0166	0.0000	0.0166	8.4500e- 003	0.0000	8.4500e- 003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
1	3.8500e- 003	0.0425	0.0231	5.0000e- 005		1.8600e- 003	1.8600e- 003		1.7100e- 003	1.7100e- 003	0.0000	4.5257	4.5257	1.4600e- 003	0.0000	4.5623
Total	3.8500e- 003	0.0425	0.0231	5.0000e- 005	0.0166	1.8600e- 003	0.0184	8.4500e- 003	1.7100e- 003	0.0102	0.0000	4.5257	4.5257	1.4600e- 003	0.0000	4.5623

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3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	1.6000e- 004	5.6400e- 003	1.2800e- 003	2.0000e- 005	2.5300e- 003	2.0000e- 005	2.5400e- 003	6.3000e- 004	2.0000e- 005	6.5000e- 004	0.0000	1.7293	1.7293	1.2000e- 004	0.0000	1.7323
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e- 004	7.0000e- 005	8.0000e- 004	0.0000	2.7000e- 004	0.0000	2.8000e- 004	7.0000e- 005	0.0000	7.0000e- 005	0.0000	0.2304	0.2304	1.0000e- 005	0.0000	0.2305
Total	2.6000e- 004	5.7100e- 003	2.0800e- 003	2.0000e- 005	2.8000e- 003	2.0000e- 005	2.8200e- 003	7.0000e- 004	2.0000e- 005	7.2000e- 004	0.0000	1.9597	1.9597	1.3000e- 004	0.0000	1.9628

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Fugitive Dust					6.4700e- 003	0.0000	6.4700e- 003	3.2900e- 003	0.0000	3.2900e- 003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.8500e- 003	0.0425	0.0231	5.0000e- 005		1.8600e- 003	1.8600e- 003		1.7100e- 003	1.7100e- 003	0.0000	4.5257	4.5257	1.4600e- 003	0.0000	4.5623
Total	3.8500e- 003	0.0425	0.0231	5.0000e- 005	6.4700e- 003	1.8600e- 003	8.3300e- 003	3.2900e- 003	1.7100e- 003	5.0000e- 003	0.0000	4.5257	4.5257	1.4600e- 003	0.0000	4.5623

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3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr				МТ	/yr					
Hauling	1.6000e- 004	5.6400e- 003	1.2800e- 003	2.0000e- 005	2.5300e- 003	2.0000e- 005	2.5400e- 003	6.3000e- 004	2.0000e- 005	6.5000e- 004	0.0000	1.7293	1.7293	1.2000e- 004	0.0000	1.7323
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e- 004	7.0000e- 005	8.0000e- 004	0.0000	2.7000e- 004	0.0000	2.8000e- 004	7.0000e- 005	0.0000	7.0000e- 005	0.0000	0.2304	0.2304	1.0000e- 005	0.0000	0.2305
Total	2.6000e- 004	5.7100e- 003	2.0800e- 003	2.0000e- 005	2.8000e- 003	2.0000e- 005	2.8200e- 003	7.0000e- 004	2.0000e- 005	7.2000e- 004	0.0000	1.9597	1.9597	1.3000e- 004	0.0000	1.9628

3.5 Trenching - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
	0.0208	0.1947	0.2306	3.3000e- 004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e- 003	0.0000	29.4053
Total	0.0208	0.1947	0.2306	3.3000e- 004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e- 003	0.0000	29.4053

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3.5 Trenching - 2022

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	'/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e- 004	6.3000e- 004	7.3400e- 003	2.0000e- 005	2.5000e- 003	2.0000e- 005	2.5200e- 003	6.6000e- 004	2.0000e- 005	6.8000e- 004	0.0000	2.1008	2.1008	5.0000e- 005	0.0000	2.1021
Total	8.9000e- 004	6.3000e- 004	7.3400e- 003	2.0000e- 005	2.5000e- 003	2.0000e- 005	2.5200e- 003	6.6000e- 004	2.0000e- 005	6.8000e- 004	0.0000	2.1008	2.1008	5.0000e- 005	0.0000	2.1021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	ſ/yr		
Off-Road	0.0208	0.1947	0.2306	3.3000e- 004		0.0118	0.0118	1 1 1	0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e- 003	0.0000	29.4053
Total	0.0208	0.1947	0.2306	3.3000e- 004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e- 003	0.0000	29.4053

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3.5 Trenching - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	'/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e- 004	6.3000e- 004	7.3400e- 003	2.0000e- 005	2.5000e- 003	2.0000e- 005	2.5200e- 003	6.6000e- 004	2.0000e- 005	6.8000e- 004	0.0000	2.1008	2.1008	5.0000e- 005	0.0000	2.1021
Total	8.9000e- 004	6.3000e- 004	7.3400e- 003	2.0000e- 005	2.5000e- 003	2.0000e- 005	2.5200e- 003	6.6000e- 004	2.0000e- 005	6.8000e- 004	0.0000	2.1008	2.1008	5.0000e- 005	0.0000	2.1021

3.6 Building Construction - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	'/yr		
	0.1818	1.4312	1.4066	2.4500e- 003		0.0688	0.0688	1 1 1	0.0660	0.0660	0.0000	203.5265	203.5265	0.0393	0.0000	204.5082
Total	0.1818	1.4312	1.4066	2.4500e- 003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5265	203.5265	0.0393	0.0000	204.5082

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3.6 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e- 003	0.0450	0.0111	1.2000e- 004	3.0900e- 003	8.0000e- 005	3.1700e- 003	8.9000e- 004	8.0000e- 005	9.7000e- 004	0.0000	11.8579	11.8579	7.3000e- 004	0.0000	11.8761
Worker	0.0115	8.1800e- 003	0.0946	3.0000e- 004	0.0323	2.3000e- 004	0.0325	8.5700e- 003	2.2000e- 004	8.7800e- 003	0.0000	27.0891	27.0891	6.8000e- 004	0.0000	27.1061
Total	0.0128	0.0531	0.1057	4.2000e- 004	0.0354	3.1000e- 004	0.0357	9.4600e- 003	3.0000e- 004	9.7500e- 003	0.0000	38.9469	38.9469	1.4100e- 003	0.0000	38.9821

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Off-Road	0.1818	1.4312	1.4066	2.4500e- 003		0.0688	0.0688	1 1 1	0.0660	0.0660	0.0000	203.5263	203.5263	0.0393	0.0000	204.5079
Total	0.1818	1.4312	1.4066	2.4500e- 003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5263	203.5263	0.0393	0.0000	204.5079

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3.6 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e- 003	0.0450	0.0111	1.2000e- 004	3.0900e- 003	8.0000e- 005	3.1700e- 003	8.9000e- 004	8.0000e- 005	9.7000e- 004	0.0000	11.8579	11.8579	7.3000e- 004	0.0000	11.8761
Worker	0.0115	8.1800e- 003	0.0946	3.0000e- 004	0.0323	2.3000e- 004	0.0325	8.5700e- 003	2.2000e- 004	8.7800e- 003	0.0000	27.0891	27.0891	6.8000e- 004	0.0000	27.1061
Total	0.0128	0.0531	0.1057	4.2000e- 004	0.0354	3.1000e- 004	0.0357	9.4600e- 003	3.0000e- 004	9.7500e- 003	0.0000	38.9469	38.9469	1.4100e- 003	0.0000	38.9821

3.6 Building Construction - 2023

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
	0.0514	0.4087	0.4264	7.5000e- 004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3106	62.3106	0.0118	0.0000	62.6052
Total	0.0514	0.4087	0.4264	7.5000e- 004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3106	62.3106	0.0118	0.0000	62.6052

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3.6 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.0000e- 004	0.0104	3.0400e- 003	4.0000e- 005	9.5000e- 004	1.0000e- 005	9.6000e- 004	2.7000e- 004	1.0000e- 005	2.8000e- 004	0.0000	3.5205	3.5205	1.9000e- 004	0.0000	3.5254
Worker	3.3200e- 003	2.2700e- 003	0.0267	9.0000e- 005	9.8700e- 003	7.0000e- 005	9.9400e- 003	2.6200e- 003	6.0000e- 005	2.6900e- 003	0.0000	7.9833	7.9833	1.9000e- 004	0.0000	7.9880
Total	3.6200e- 003	0.0126	0.0297	1.3000e- 004	0.0108	8.0000e- 005	0.0109	2.8900e- 003	7.0000e- 005	2.9700e- 003	0.0000	11.5039	11.5039	3.8000e- 004	0.0000	11.5134

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Off-Road	0.0514	0.4087	0.4264	7.5000e- 004		0.0184	0.0184	1 1 1	0.0176	0.0176	0.0000	62.3105	62.3105	0.0118	0.0000	62.6051
Total	0.0514	0.4087	0.4264	7.5000e- 004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3105	62.3105	0.0118	0.0000	62.6051

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3.6 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.0000e- 004	0.0104	3.0400e- 003	4.0000e- 005	9.5000e- 004	1.0000e- 005	9.6000e- 004	2.7000e- 004	1.0000e- 005	2.8000e- 004	0.0000	3.5205	3.5205	1.9000e- 004	0.0000	3.5254
Worker	3.3200e- 003	2.2700e- 003	0.0267	9.0000e- 005	9.8700e- 003	7.0000e- 005	9.9400e- 003	2.6200e- 003	6.0000e- 005	2.6900e- 003	0.0000	7.9833	7.9833	1.9000e- 004	0.0000	7.9880
Total	3.6200e- 003	0.0126	0.0297	1.3000e- 004	0.0108	8.0000e- 005	0.0109	2.8900e- 003	7.0000e- 005	2.9700e- 003	0.0000	11.5039	11.5039	3.8000e- 004	0.0000	11.5134

3.7 Paving - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	∵/yr		
Off-Road	0.0458	0.4477	0.6076	9.3000e- 004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6665	80.6665	0.0256	0.0000	81.3057
Paving	2.8000e- 004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0461	0.4477	0.6076	9.3000e- 004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6665	80.6665	0.0256	0.0000	81.3057

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3.7 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8700e- 003	1.9600e- 003	0.0231	8.0000e- 005	8.5600e- 003	6.0000e- 005	8.6200e- 003	2.2700e- 003	6.0000e- 005	2.3300e- 003	0.0000	6.9189	6.9189	1.6000e- 004	0.0000	6.9229
Total	2.8700e- 003	1.9600e- 003	0.0231	8.0000e- 005	8.5600e- 003	6.0000e- 005	8.6200e- 003	2.2700e- 003	6.0000e- 005	2.3300e- 003	0.0000	6.9189	6.9189	1.6000e- 004	0.0000	6.9229

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	∵/yr		
Off-Road	0.0458	0.4477	0.6076	9.3000e- 004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6664	80.6664	0.0256	0.0000	81.3056
Paving	2.8000e- 004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0461	0.4477	0.6076	9.3000e- 004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6664	80.6664	0.0256	0.0000	81.3056

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3.7 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr		<u>.</u>					MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8700e- 003	1.9600e- 003	0.0231	8.0000e- 005	8.5600e- 003	6.0000e- 005	8.6200e- 003	2.2700e- 003	6.0000e- 005	2.3300e- 003	0.0000	6.9189	6.9189	1.6000e- 004	0.0000	6.9229
Total	2.8700e- 003	1.9600e- 003	0.0231	8.0000e- 005	8.5600e- 003	6.0000e- 005	8.6200e- 003	2.2700e- 003	6.0000e- 005	2.3300e- 003	0.0000	6.9189	6.9189	1.6000e- 004	0.0000	6.9229

3.8 Architectural Coating - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	∵/yr		
Archit. Coating	0.1139					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.0691	0.0960	1.6000e- 004		3.7500e- 003	3.7500e- 003		3.7500e- 003	3.7500e- 003	0.0000	13.5322	13.5322	8.1000e- 004	0.0000	13.5525
Total	0.1241	0.0691	0.0960	1.6000e- 004		3.7500e- 003	3.7500e- 003		3.7500e- 003	3.7500e- 003	0.0000	13.5322	13.5322	8.1000e- 004	0.0000	13.5525

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3.8 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							MT	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1700e- 003	8.0000e- 004	9.4300e- 003	3.0000e- 005	3.4900e- 003	2.0000e- 005	3.5100e- 003	9.3000e- 004	2.0000e- 005	9.5000e- 004	0.0000	2.8208	2.8208	7.0000e- 005	0.0000	2.8224
Total	1.1700e- 003	8.0000e- 004	9.4300e- 003	3.0000e- 005	3.4900e- 003	2.0000e- 005	3.5100e- 003	9.3000e- 004	2.0000e- 005	9.5000e- 004	0.0000	2.8208	2.8208	7.0000e- 005	0.0000	2.8224

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Archit. Coating	0.1139					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.0691	0.0960	1.6000e- 004		3.7500e- 003	3.7500e- 003		3.7500e- 003	3.7500e- 003	0.0000	13.5322	13.5322	8.1000e- 004	0.0000	13.5525
Total	0.1241	0.0691	0.0960	1.6000e- 004		3.7500e- 003	3.7500e- 003		3.7500e- 003	3.7500e- 003	0.0000	13.5322	13.5322	8.1000e- 004	0.0000	13.5525

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3.8 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1700e- 003	8.0000e- 004	9.4300e- 003	3.0000e- 005	3.4900e- 003	2.0000e- 005	3.5100e- 003	9.3000e- 004	2.0000e- 005	9.5000e- 004	0.0000	2.8208	2.8208	7.0000e- 005	0.0000	2.8224
Total	1.1700e- 003	8.0000e- 004	9.4300e- 003	3.0000e- 005	3.4900e- 003	2.0000e- 005	3.5100e- 003	9.3000e- 004	2.0000e- 005	9.5000e- 004	0.0000	2.8208	2.8208	7.0000e- 005	0.0000	2.8224

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Mitigated	0.0481	0.2411	0.6608	2.7400e- 003	0.2445	1.9600e- 003	0.2464	0.0655	1.8200e- 003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305
Unmitigated	0.0481	0.2411	0.6608	2.7400e- 003	0.2445	1.9600e- 003	0.2464	0.0655	1.8200e- 003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305

4.2 Trip Summary Information

	Avei	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

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5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	43.6007	43.6007	2.3700e- 003	4.9000e- 004	43.8058
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	44.7275	44.7275	2.4300e- 003	5.0000e- 004	44.9380
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	r ' ' '	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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5.2 Energy by Land Use - NaturalGas

<u>Unmitigated</u>

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					ton	s/yr							MT	/yr		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					ton	s/yr							MT	/yr		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

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5.3 Energy by Land Use - Electricity

<u>Unmitigated</u>

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr		ΜT	/yr	
Condo/Townhous e	181438	43.9476	2.3900e- 003	4.9000e- 004	44.1544
Parking Lot	3220	0.7799	4.0000e- 005	1.0000e- 005	0.7836
Total		44.7275	2.4300e- 003	5.0000e- 004	44.9380

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr		МТ	/yr	
Condo/Townhous e	176786	42.8207	2.3300e- 003	4.8000e- 004	43.0222
Parking Lot	3220	0.7799	4.0000e- 005	1.0000e- 005	0.7836
Total		43.6006	2.3700e- 003	4.9000e- 004	43.8058

6.0 Area Detail

6.1 Mitigation Measures Area

CalEEMod Version: CalEEMod.2016.3.2

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No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					ton	s/yr							МТ	/yr		
Mitigated	0.1533	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216
Unmitigated	0.1533	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216

6.2 Area by SubCategory

<u>Unmitigated</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr								МТ	7/yr						
Architectural Coating	0.0114					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1307					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0112	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216
Total	0.1533	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216

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6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory					ton	s/yr							МТ	/yr		
Architectural Coating	0.0114					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
	0.1307					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	1 1 1 1 1	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0112	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216
Total	0.1533	4.2800e- 003	0.3714	2.0000e- 005		2.0600e- 003	2.0600e- 003		2.0600e- 003	2.0600e- 003	0.0000	0.6070	0.6070	5.8000e- 004	0.0000	0.6216

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

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	Total CO2	CH4	N2O	CO2e
Category		MT	/yr	
initigated	10.2500	0.0617	1.5500e- 003	12.2543
Guinigatou	12.1211	0.0771	1.9300e- 003	14.6232

7.2 Water by Land Use

<u>Unmitigated</u>

	Indoor/Out door Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal		ΜT	√yr	
Condo/Townhous e	2.34554 / 1.47871	12.1211	0.0771	1.9300e- 003	14.6232
Parking Lot	0/0	0.0000	0.0000	0.0000	0.0000
Total		12.1211	0.0771	1.9300e- 003	14.6232

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7.2 Water by Land Use

Mitigated

	Indoor/Out door Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal		MT	√yr	
Condo/Townhous e	1.87644 / 1.38851	10.2500	0.0617	1.5500e- 003	12.2543
Parking Lot	0/0	0.0000	0.0000	0.0000	0.0000
Total		10.2500	0.0617	1.5500e- 003	12.2543

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
		МТ	/yr	
iningutou	3.3615	0.1987	0.0000	8.3281
Unmitigated	3.3615	0.1987	0.0000	8.3281

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8.2 Waste by Land Use

<u>Unmitigated</u>

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons		MT	/yr	
Condo/Townhous e	16.56	3.3615	0.1987	0.0000	8.3281
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.3615	0.1987	0.0000	8.3281

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons		МТ	/yr	
Condo/Townhous e	16.56	3.3615	0.1987	0.0000	8.3281
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.3615	0.1987	0.0000	8.3281

9.0 Operational Offroad

Equipment Type	
----------------	--

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number
Equipment Type	Number

11.0 Vegetation

Katella Assemblage Project

South Coast AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edisor	n			
CO2 Intensity (Ib/MWhr)	534	CH4 Intensity (Ib/MWhr)	0.029	N2O Intensity (Ib/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CalEEMod Version: CalEEMod.2016.3.2

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Katella Assemblage Project - South Coast AQMD Air District, Summer

Project Characteristics - CO2 Intensity Factor is 534 lb/MWhr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedue: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

Table Name	Column Name	Default Value	New Value	
tblConstructionPhase	NumDays	10.00	106.00	
tblConstructionPhase	NumDays	220.00	256.00	
tblConstructionPhase	NumDays	20.00	10.00	
tblConstructionPhase	NumDays	6.00	40.00	
tblConstructionPhase	NumDays	10.00	104.00	
tblConstructionPhase	NumDays	3.00	10.00	
tblEnergyUse	NT24NG	6,384.00	0.00	
tblEnergyUse	T24NG	10,792.56	0.00	
tblFireplaces	NumberGas	30.60	0.00	
tblFireplaces	NumberNoFireplace	3.60	0.00	
tblFireplaces	NumberWood	1.80	0.00	
tblGrading	AcresOfGrading	20.00	2.56	
tblGrading	AcresOfGrading	15.00	2.56	
tblGrading	MaterialImported	0.00	3,000.00	
tblLandUse	LotAcreage	2.25	2.35	
tblProjectCharacteristics	CO2IntensityFactor	702.44	534	
tblVehicleTrips	WD_TR	5.81	5.22	
tblWoodstoves	NumberCatalytic	1.80	0.00	
tblWoodstoves	NumberNoncatalytic	1.80	0.00	

2.0 Emissions Summary

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Katella Assemblage Project - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/e	day							lb/d	lay		
2021	2.0805	22.6127	15.2233	0.0290	6.3916	1.0455	7.3155	3.3977	0.9758	4.2480	0.0000	2,884.045 1	2,884.045 1	0.7698	0.0000	2,901.552 2
2022	1.9873	19.1998	15.5053	0.0295	7.2415	0.7494	7.9909	3.6063	0.6897	4.2960	0.0000	2,870.775 1	2,870.775 1	0.6990	0.0000	2,888.250 5
2023	5.1396	23.9931	29.4466	0.0523	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9
Maximum	5.1396	23.9931	29.4466	0.0523	7.2415	1.1226	7.9909	3.6063	1.0631	4.2960	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9

Mitigated Construction

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/	day							lb/c	lay		
2021	2.0805	22.6127	15.2233	0.0290	2.6716	1.0455	3.5956	1.3732	0.9758	2.2235	0.0000	2,884.045 1	2,884.045 1	0.7698	0.0000	2,901.552 2
2022	1.9873	19.1998	15.5053	0.0295	3.5216	0.7494	4.2710	1.5818	0.6897	2.2715	0.0000	2,870.775 1	2,870.775 1	0.6990	0.0000	2,888.250 5
2023	5.1396	23.9931	29.4466	0.0523	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9
Maximum	5.1396	23.9931	29.4466	0.0523	3.5216	1.1226	4.2710	1.5818	1.0631	2.2715	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	52.26	0.00	43.68	56.51	0.00	41.45	0.00	0.00	0.00	0.00	0.00	0.00

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Katella Assemblage Project - South Coast AQMD Air District, Summer

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/d	day		
Area	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Total	1.1764	1.4208	7.1282	0.0172	1.4830	0.0281	1.5112	0.3968	0.0273	0.4241	0.0000	1,739.627 0	1,739.627 0	0.0790	0.0000	1,741.601 1

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/d	day		
Area	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Total	1.1764	1.4208	7.1282	0.0172	1.4830	0.0281	1.5112	0.3968	0.0273	0.4241	0.0000	1,739.627 0	1,739.627 0	0.0790	0.0000	1,741.601 1

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Trenching	Trenchers	1	8.00	78	0.50
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/c	lay		
Fugitive Dust					0.2710	0.0000	0.2710	0.0293	0.0000	0.0293			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457		2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.2710	0.7019	0.9728	0.0293	0.6457	0.6750		2,372.883 2	2,372.883 2	0.7674		2,392.069 2

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3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		88.5923	88.5923	2.3800e- 003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		88.5923	88.5923	2.3800e- 003		88.6518

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.1057	0.0000	0.1057	0.0114	0.0000	0.0114		- - - - -	0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.1057	0.7019	0.8076	0.0114	0.6457	0.6571	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2

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3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		88.5923	88.5923	2.3800e- 003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		88.5923	88.5923	2.3800e- 003		88.6518

3.3 Demolition - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	day		
Fugitive Dust					0.9844	0.0000	0.9844	0.1490	0.0000	0.1490			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.9844	1.0409	2.0253	0.1490	0.9715	1.1205		2,322.717 1	2,322.717 1	0.5940		2,337.565 8

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3.3 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0327	1.1385	0.2410	3.4500e- 003	0.0786	3.5300e- 003	0.0822	0.0216	3.3800e- 003	0.0249		373.2928	373.2928	0.0249		373.9154
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e- 003	0.1453	1.0700e- 003	0.1464	0.0385	9.9000e- 004	0.0395		143.9624	143.9624	3.8700e- 003		144.0592
Total	0.0875	1.1740	0.7307	4.8900e- 003	0.2239	4.6000e- 003	0.2285	0.0601	4.3700e- 003	0.0645		517.2552	517.2552	0.0288		517.9746

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.3839	0.0000	0.3839	0.0581	0.0000	0.0581			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.3839	1.0409	1.4248	0.0581	0.9715	1.0296	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.3 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0327	1.1385	0.2410	3.4500e- 003	0.0786	3.5300e- 003	0.0822	0.0216	3.3800e- 003	0.0249		373.2928	373.2928	0.0249		373.9154
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e- 003	0.1453	1.0700e- 003	0.1464	0.0385	9.9000e- 004	0.0395		143.9624	143.9624	3.8700e- 003		144.0592
Total	0.0875	1.1740	0.7307	4.8900e- 003	0.2239	4.6000e- 003	0.2285	0.0601	4.3700e- 003	0.0645		517.2552	517.2552	0.0288		517.9746

3.4 Grading - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425		1,995.611 4	1,995.611 4	0.6454		2,011.747 0
Total	1.8271	20.2135	9.7604	0.0206	6.0983	0.9158	7.0141	3.3188	0.8425	4.1613		1,995.611 4	1,995.611 4	0.6454		2,011.747 0

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3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day				lb/c	lay					
Hauling	0.0680	2.3718	0.5021	7.1800e- 003	0.1815	7.3500e- 003	0.1889	0.0492	7.0300e- 003	0.0563		777.6933	777.6933	0.0519		778.9904
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e- 003	0.1118	8.2000e- 004	0.1126	0.0296	7.6000e- 004	0.0304		110.7403	110.7403	2.9800e- 003		110.8148
Total	0.1102	2.3992	0.8788	8.2900e- 003	0.2933	8.1700e- 003	0.3015	0.0789	7.7900e- 003	0.0867		888.4337	888.4337	0.0549		889.8052

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943		- - - - -	0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425	0.0000	1,995.611 4	1,995.611 4	0.6454		2,011.747 0
Total	1.8271	20.2135	9.7604	0.0206	2.3783	0.9158	3.2941	1.2943	0.8425	2.1368	0.0000	1,995.611 4	1,995.611 4	0.6454		2,011.747 0

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3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0680	2.3718	0.5021	7.1800e- 003	0.1815	7.3500e- 003	0.1889	0.0492	7.0300e- 003	0.0563		777.6933	777.6933	0.0519		778.9904
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e- 003	0.1118	8.2000e- 004	0.1126	0.0296	7.6000e- 004	0.0304		110.7403	110.7403	2.9800e- 003		110.8148
Total	0.1102	2.3992	0.8788	8.2900e- 003	0.2933	8.1700e- 003	0.3015	0.0789	7.7900e- 003	0.0867		888.4337	888.4337	0.0549		889.8052

3.4 Grading - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829		1,995.482 5	1,995.482 5	0.6454		2,011.616 9
Total	1.5403	16.9836	9.2202	0.0206	6.0983	0.7423	6.8406	3.3188	0.6829	4.0017		1,995.482 5	1,995.482 5	0.6454		2,011.616 9

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3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category		lb/day											lb/c	day		
Hauling	0.0646	2.1915	0.4963	7.0900e- 003	1.0315	6.3200e- 003	1.0378	0.2579	6.0500e- 003	0.2639		768.5203	768.5203	0.0509		769.7939
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0396	0.0247	0.3484	1.0700e- 003	0.1118	8.0000e- 004	0.1126	0.0296	7.4000e- 004	0.0304		106.7724	106.7724	2.6900e- 003		106.8397
Total	0.1042	2.2162	0.8447	8.1600e- 003	1.1432	7.1200e- 003	1.1504	0.2875	6.7900e- 003	0.2943		875.2927	875.2927	0.0536		876.6336

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943		- - - - -	0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829	0.0000	1,995.482 5	1,995.482 5	0.6454		2,011.616 9
Total	1.5403	16.9836	9.2202	0.0206	2.3783	0.7423	3.1206	1.2943	0.6829	1.9772	0.0000	1,995.482 5	1,995.482 5	0.6454		2,011.616 9

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3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0646	2.1915	0.4963	7.0900e- 003	1.0315	6.3200e- 003	1.0378	0.2579	6.0500e- 003	0.2639		768.5203	768.5203	0.0509		769.7939
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0396	0.0247	0.3484	1.0700e- 003	0.1118	8.0000e- 004	0.1126	0.0296	7.4000e- 004	0.0304		106.7724	106.7724	2.6900e- 003		106.8397
Total	0.1042	2.2162	0.8447	8.1600e- 003	1.1432	7.1200e- 003	1.1504	0.2875	6.7900e- 003	0.2943		875.2927	875.2927	0.0536		876.6336

3.5 Trenching - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.203 7	1,128.203 7	0.3649		1,137.325 8
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.203 7	1,128.203 7	0.3649		1,137.325 8

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3.5 Trenching - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0317	0.0198	0.2787	8.6000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		85.4179	85.4179	2.1500e- 003		85.4717
Total	0.0317	0.0198	0.2787	8.6000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		85.4179	85.4179	2.1500e- 003		85.4717

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.203 7	1,128.203 7	0.3649		1,137.325 8
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.203 7	1,128.203 7	0.3649		1,137.325 8

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3.5 Trenching - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0317	0.0198	0.2787	8.6000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		85.4179	85.4179	2.1500e- 003		85.4717
Total	0.0317	0.0198	0.2787	8.6000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		85.4179	85.4179	2.1500e- 003		85.4717

3.6 Building Construction - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.281 3	2,289.281 3	0.4417		2,300.323 0
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.281 3	2,289.281 3	0.4417		2,300.323 0

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3.6 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0131	0.4527	0.1070	1.2600e- 003	0.0320	8.3000e- 004	0.0328	9.2100e- 003	8.0000e- 004	0.0100		135.0296	135.0296	7.9300e- 003		135.2279
Worker	0.1188	0.0742	1.0451	3.2100e- 003	0.3353	2.4000e- 003	0.3377	0.0889	2.2100e- 003	0.0911		320.3172	320.3172	8.0700e- 003		320.5190
Total	0.1318	0.5269	1.1520	4.4700e- 003	0.3673	3.2300e- 003	0.3706	0.0981	3.0100e- 003	0.1012		455.3467	455.3467	0.0160		455.7469

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	day		
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.281 3	2,289.281 3	0.4417		2,300.323 0
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.281 3	2,289.281 3	0.4417		2,300.323 0

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3.6 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0131	0.4527	0.1070	1.2600e- 003	0.0320	8.3000e- 004	0.0328	9.2100e- 003	8.0000e- 004	0.0100		135.0296	135.0296	7.9300e- 003		135.2279
Worker	0.1188	0.0742	1.0451	3.2100e- 003	0.3353	2.4000e- 003	0.3377	0.0889	2.2100e- 003	0.0911		320.3172	320.3172	8.0700e- 003		320.5190
Total	0.1318	0.5269	1.1520	4.4700e- 003	0.3673	3.2300e- 003	0.3706	0.0981	3.0100e- 003	0.1012		455.3467	455.3467	0.0160		455.7469

3.6 Building Construction - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.523 3	2,289.523 3	0.4330		2,300.347 9
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.523 3	2,289.523 3	0.4330		2,300.347 9

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.6 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.7300e- 003	0.3422	0.0964	1.2200e- 003	0.0320	3.8000e- 004	0.0324	9.2100e- 003	3.7000e- 004	9.5800e- 003		130.9339	130.9339	6.9200e- 003		131.1068
Worker	0.1117	0.0671	0.9651	3.0900e- 003	0.3353	2.3400e- 003	0.3377	0.0889	2.1500e- 003	0.0911		308.3791	308.3791	7.2800e- 003		308.5611
Total	0.1214	0.4094	1.0615	4.3100e- 003	0.3673	2.7200e- 003	0.3701	0.0981	2.5200e- 003	0.1007		439.3129	439.3129	0.0142		439.6679

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/c	day		
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.523 3	2,289.523 3	0.4330		2,300.347 9
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.523 3	2,289.523 3	0.4330		2,300.347 9

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.6 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.7300e- 003	0.3422	0.0964	1.2200e- 003	0.0320	3.8000e- 004	0.0324	9.2100e- 003	3.7000e- 004	9.5800e- 003		130.9339	130.9339	6.9200e- 003		131.1068
Worker	0.1117	0.0671	0.9651	3.0900e- 003	0.3353	2.3400e- 003	0.3377	0.0889	2.1500e- 003	0.0911		308.3791	308.3791	7.2800e- 003		308.5611
Total	0.1214	0.4094	1.0615	4.3100e- 003	0.3673	2.7200e- 003	0.3701	0.0981	2.5200e- 003	0.1007		439.3129	439.3129	0.0142		439.6679

3.7 Paving - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.992 6	1,709.992 6	0.5420		1,723.541 4
Paving	5.2900e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.992 6	1,709.992 6	0.5420		1,723.541 4

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.7 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0558	0.0336	0.4825	1.5500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		154.1895	154.1895	3.6400e- 003		154.2806
Total	0.0558	0.0336	0.4825	1.5500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		154.1895	154.1895	3.6400e- 003		154.2806

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.992 6	1,709.992 6	0.5420		1,723.541 4
Paving	5.2900e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.992 6	1,709.992 6	0.5420		1,723.541 4

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.7 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0558	0.0336	0.4825	1.5500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		154.1895	154.1895	3.6400e- 003		154.2806
Total	0.0558	0.0336	0.4825	1.5500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		154.1895	154.1895	3.6400e- 003		154.2806

3.8 Architectural Coating - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.8 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0134	0.1930	6.2000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		61.6758	61.6758	1.4600e- 003		61.7122
Total	0.0223	0.0134	0.1930	6.2000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		61.6758	61.6758	1.4600e- 003		61.7122

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

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Katella Assemblage Project - South Coast AQMD Air District, Summer

3.8 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0134	0.1930	6.2000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		61.6758	61.6758	1.4600e- 003		61.7122
Total	0.0223	0.0134	0.1930	6.2000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		61.6758	61.6758	1.4600e- 003		61.7122

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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Katella Assemblage Project - South Coast AQMD Air District, Summer

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/c	lay		
Mitigated	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Unmitigated	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6

4.2 Trip Summary Information

	Avei	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use				H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

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Katella Assemblage Project - South Coast AQMD Air District, Summer

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	lay							lb/c	day		
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

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Katella Assemblage Project - South Coast AQMD Air District, Summer

5.2 Energy by Land Use - NaturalGas

<u>Unmitigated</u>

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/o	day							lb/d	lay		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/o	day							lb/c	lay		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

CalEEMod Version: CalEEMod.2016.3.2

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Katella Assemblage Project - South Coast AQMD Air District, Summer

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/o	day		
Mitigated	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815
Unmitigated	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

6.2 Area by SubCategory

<u>Unmitigated</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory					lb/e	day							lb/d	day		
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e- 003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

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Katella Assemblage Project - South Coast AQMD Air District, Summer

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory			<u>.</u>		lb/o	day							lb/d	day		
	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e- 003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

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Katella Assemblage Project - South Coast AQMD Air District, Summer

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
0.0 Stationary Equipment						
Fire Pumps and Emergency Ger						
Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
<u>Boilers</u>						
Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type	
User Defined Equipment						_
Equipment Type	Number					

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Katella Assemblage Project - South Coast AQMD Air District, Winter

Katella Assemblage Project

South Coast AQMD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edisor	n			
CO2 Intensity (Ib/MWhr)	534	CH4 Intensity (Ib/MWhr)	0.029	N2O Intensity (Ib/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

CalEEMod Version: CalEEMod.2016.3.2

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Katella Assemblage Project - South Coast AQMD Air District, Winter

Project Characteristics - CO2 Intensity Factor is 534 lb/MWhr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedue: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

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Katella Assemblage Project - South Coast AQMD Air District, Winter

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	106.00
tblConstructionPhase	NumDays	220.00	256.00
tblConstructionPhase	NumDays	20.00	10.00
tblConstructionPhase	NumDays	6.00	40.00
tblConstructionPhase	NumDays	10.00	104.00
tblConstructionPhase	NumDays	3.00	10.00
tblEnergyUse	NT24NG	6,384.00	0.00
tblEnergyUse	T24NG	10,792.56	0.00
tblFireplaces	NumberGas	30.60	0.00
tblFireplaces	NumberNoFireplace	3.60	0.00
tblFireplaces	NumberWood	1.80	0.00
tblGrading	AcresOfGrading	20.00	2.56
tblGrading	AcresOfGrading	15.00	2.56
tblGrading	MaterialImported	0.00	3,000.00
tblLandUse	LotAcreage	2.25	2.35
tblProjectCharacteristics	CO2IntensityFactor	702.44	534
tblVehicleTrips	WD_TR	5.81	5.22
tblWoodstoves	NumberCatalytic	1.80	0.00
tblWoodstoves	NumberNoncatalytic	1.80	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year					lb/d	day							lb/d	lay		
2021	2.0865	22.6435	15.1913	0.0288	6.3916	1.0456	7.3157	3.3977	0.9759	4.2481	0.0000	2,862.486 3	2,862.486 3	0.7697	0.0000	2,880.043 1
2022	1.9994	19.2256	15.4104	0.0293	7.2415	0.7495	7.9910	3.6063	0.6898	4.2961	0.0000	2,849.520 4	2,849.520 4	0.7009	0.0000	2,867.043 4
2023	5.1589	24.0016	29.2843	0.0520	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5
Maximum	5.1589	24.0016	29.2843	0.0520	7.2415	1.1226	7.9910	3.6063	1.0631	4.2961	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e		
Year	lb/day										lb/day							
2021	2.0865	22.6435	15.1913	0.0288	2.6716	1.0456	3.5957	1.3732	0.9759	2.2236	0.0000	2,862.486 3	2,862.486 3	0.7697	0.0000	2,880.043 1		
2022	1.9994	19.2256	15.4104	0.0293	3.5216	0.7495	4.2711	1.5818	0.6898	2.2716	0.0000	2,849.520 4	2,849.520 4	0.7009	0.0000	2,867.043 3		
2023	5.1589	24.0016	29.2843	0.0520	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5		
Maximum	5.1589	24.0016	29.2843	0.0520	3.5216	1.1226	4.2711	1.5818	1.0631	2.2716	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5		

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	52.26	0.00	43.68	56.51	0.00	41.45	0.00	0.00	0.00	0.00	0.00	0.00

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2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e			
Category	lb/day											lb/day							
Area	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815			
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000			
Mobile	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.571 8	1,643.571 8	0.0737		1,645.413 7			
Total	1.1600	1.4466	6.8393	0.0163	1.4830	0.0282	1.5112	0.3968	0.0273	0.4241	0.0000	1,648.924 7	1,648.924 7	0.0788	0.0000	1,650.895 2			

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e			
Category	lb/day											lb/day							
Area	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815			
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000			
Mobile	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.571 8	1,643.571 8	0.0737		1,645.413 7			
Total	1.1600	1.4466	6.8393	0.0163	1.4830	0.0282	1.5112	0.3968	0.0273	0.4241	0.0000	1,648.924 7	1,648.924 7	0.0788	0.0000	1,650.895 2			

Katella Assemblage Project - South Coast AQMD Air District, Winter

	ROG	NOx	со	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Katella Assemblage Project - South Coast AQMD Air District, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	- 1	8.00	81	0.73
Demolition	Rubber Tired Dozers	- 1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	- 1	8.00	187	0.41
Grading	Rubber Tired Dozers	- 1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	- 1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	- 1	8.00	97	0.37
Trenching	Trenchers	- 1	8.00	78	0.50
Building Construction	Cranes	- 1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	- 1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	- 1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	- 1	8.00	9	0.56
Paving	Pavers	- 1	8.00	130	0.42
Paving	Paving Equipment	- 1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	- 1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Katella Assemblage	Project - South	Coast AQMD A	ir District. Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/c	lay		
Fugitive Dust					0.2710	0.0000	0.2710	0.0293	0.0000	0.0293			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457		2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.2710	0.7019	0.9728	0.0293	0.6457	0.6750		2,372.883 2	2,372.883 2	0.7674		2,392.069 2

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.2 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0369	0.0240	0.2708	8.3000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		82.8534	82.8534	2.2200e- 003		82.9089
Total	0.0369	0.0240	0.2708	8.3000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		82.8534	82.8534	2.2200e- 003		82.9089

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.1057	0.0000	0.1057	0.0114	0.0000	0.0114		- - - - -	0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.1057	0.7019	0.8076	0.0114	0.6457	0.6571	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.2 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0369	0.0240	0.2708	8.3000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		82.8534	82.8534	2.2200e- 003		82.9089
Total	0.0369	0.0240	0.2708	8.3000e- 004	0.0894	6.6000e- 004	0.0901	0.0237	6.1000e- 004	0.0243		82.8534	82.8534	2.2200e- 003		82.9089

3.3 Demolition - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.9844	0.0000	0.9844	0.1490	0.0000	0.1490			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.9844	1.0409	2.0253	0.1490	0.9715	1.1205		2,322.717 1	2,322.717 1	0.5940		2,337.565 8

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3.3 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0336	1.1520	0.2587	3.3800e- 003	0.0786	3.5800e- 003	0.0822	0.0216	3.4300e- 003	0.0250		366.3879	366.3879	0.0260		367.0368
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0600	0.0390	0.4401	1.3500e- 003	0.1453	1.0700e- 003	0.1464	0.0385	9.9000e- 004	0.0395		134.6368	134.6368	3.6100e- 003		134.7270
Total	0.0935	1.1910	0.6988	4.7300e- 003	0.2239	4.6500e- 003	0.2286	0.0601	4.4200e- 003	0.0645		501.0247	501.0247	0.0296		501.7638

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					0.3839	0.0000	0.3839	0.0581	0.0000	0.0581			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.3839	1.0409	1.4248	0.0581	0.9715	1.0296	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8

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3.3 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0336	1.1520	0.2587	3.3800e- 003	0.0786	3.5800e- 003	0.0822	0.0216	3.4300e- 003	0.0250		366.3879	366.3879	0.0260		367.0368
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0600	0.0390	0.4401	1.3500e- 003	0.1453	1.0700e- 003	0.1464	0.0385	9.9000e- 004	0.0395		134.6368	134.6368	3.6100e- 003		134.7270
Total	0.0935	1.1910	0.6988	4.7300e- 003	0.2239	4.6500e- 003	0.2286	0.0601	4.4200e- 003	0.0645		501.0247	501.0247	0.0296		501.7638

3.4 Grading - 2021

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425		1,995.611 4	1,995.611 4	0.6454		2,011.747 0
Total	1.8271	20.2135	9.7604	0.0206	6.0983	0.9158	7.0141	3.3188	0.8425	4.1613		1,995.611 4	1,995.611 4	0.6454		2,011.747 0

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3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0700	2.4000	0.5390	7.0500e- 003	0.1815	7.4600e- 003	0.1890	0.0492	7.1400e- 003	0.0564		763.3081	763.3081	0.0541		764.6600
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0461	0.0300	0.3385	1.0400e- 003	0.1118	8.2000e- 004	0.1126	0.0296	7.6000e- 004	0.0304		103.5668	103.5668	2.7800e- 003		103.6362
Total	0.1161	2.4299	0.8775	8.0900e- 003	0.2933	8.2800e- 003	0.3016	0.0789	7.9000e- 003	0.0868		866.8749	866.8749	0.0569		868.2962

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/o	day							lb/c	day		
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425	0.0000	1,995.611 4	1,995.611 4	0.6454		2,011.747 0
Total	1.8271	20.2135	9.7604	0.0206	2.3783	0.9158	3.2941	1.2943	0.8425	2.1368	0.0000	1,995.611 4	1,995.611 4	0.6454		2,011.747 0

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day		<u>.</u>					lb/c	lay		
Hauling	0.0700	2.4000	0.5390	7.0500e- 003	0.1815	7.4600e- 003	0.1890	0.0492	7.1400e- 003	0.0564		763.3081	763.3081	0.0541		764.6600
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0461	0.0300	0.3385	1.0400e- 003	0.1118	8.2000e- 004	0.1126	0.0296	7.6000e- 004	0.0304		103.5668	103.5668	2.7800e- 003		103.6362
Total	0.1161	2.4299	0.8775	8.0900e- 003	0.2933	8.2800e- 003	0.3016	0.0789	7.9000e- 003	0.0868		866.8749	866.8749	0.0569		868.2962

3.4 Grading - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829		1,995.482 5	1,995.482 5	0.6454		2,011.616 9
Total	1.5403	16.9836	9.2202	0.0206	6.0983	0.7423	6.8406	3.3188	0.6829	4.0017		1,995.482 5	1,995.482 5	0.6454		2,011.616 9

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day				lb/c	lay					
Hauling	0.0665	2.2150	0.5315	6.9600e- 003	1.0315	6.4200e- 003	1.0379	0.2579	6.1400e- 003	0.2640		754.1843	754.1843	0.0530		755.5101
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0434	0.0271	0.3125	1.0000e- 003	0.1118	8.0000e- 004	0.1126	0.0296	7.4000e- 004	0.0304		99.8537	99.8537	2.5100e- 003		99.9163
Total	0.1098	2.2420	0.8440	7.9600e- 003	1.1432	7.2200e- 003	1.1505	0.2875	6.8800e- 003	0.2944		854.0380	854.0380	0.0555		855.4264

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943		- - - - -	0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829	0.0000	1,995.482 5	1,995.482 5	0.6454		2,011.616 9
Total	1.5403	16.9836	9.2202	0.0206	2.3783	0.7423	3.1206	1.2943	0.6829	1.9772	0.0000	1,995.482 5	1,995.482 5	0.6454		2,011.616 9

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0665	2.2150	0.5315	6.9600e- 003	1.0315	6.4200e- 003	1.0379	0.2579	6.1400e- 003	0.2640		754.1843	754.1843	0.0530		755.5101
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0434	0.0271	0.3125	1.0000e- 003	0.1118	8.0000e- 004	0.1126	0.0296	7.4000e- 004	0.0304		99.8537	99.8537	2.5100e- 003		99.9163
Total	0.1098	2.2420	0.8440	7.9600e- 003	1.1432	7.2200e- 003	1.1505	0.2875	6.8800e- 003	0.2944		854.0380	854.0380	0.0555		855.4264

3.5 Trenching - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.203 7	1,128.203 7	0.3649		1,137.325 8
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.203 7	1,128.203 7	0.3649		1,137.325 8

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.5 Trenching - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category												lb/c	lay			
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0347	0.0217	0.2500	8.0000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		79.8829	79.8829	2.0100e- 003		79.9331
Total	0.0347	0.0217	0.2500	8.0000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		79.8829	79.8829	2.0100e- 003		79.9331

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.203 7	1,128.203 7	0.3649		1,137.325 8
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.203 7	1,128.203 7	0.3649		1,137.325 8

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.5 Trenching - 2022

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0347	0.0217	0.2500	8.0000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		79.8829	79.8829	2.0100e- 003		79.9331
Total	0.0347	0.0217	0.2500	8.0000e- 004	0.0894	6.4000e- 004	0.0901	0.0237	5.9000e- 004	0.0243		79.8829	79.8829	2.0100e- 003		79.9331

3.6 Building Construction - 2022

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.281 3	2,289.281 3	0.4417		2,300.323 0
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.281 3	2,289.281 3	0.4417		2,300.323 0

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.6 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0137	0.4509	0.1198	1.2300e- 003	0.0320	8.6000e- 004	0.0329	9.2100e- 003	8.2000e- 004	0.0100		131.0971	131.0971	8.5100e- 003		131.3100
Worker	0.1301	0.0812	0.9374	3.0100e- 003	0.3353	2.4000e- 003	0.3377	0.0889	2.2100e- 003	0.0911		299.5610	299.5610	7.5200e- 003		299.7489
Total	0.1439	0.5321	1.0572	4.2400e- 003	0.3673	3.2600e- 003	0.3706	0.0981	3.0300e- 003	0.1012		430.6581	430.6581	0.0160		431.0589

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	day		
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.281 3	2,289.281 3	0.4417		2,300.323 0
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.281 3	2,289.281 3	0.4417		2,300.323 0

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3.6 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0137	0.4509	0.1198	1.2300e- 003	0.0320	8.6000e- 004	0.0329	9.2100e- 003	8.2000e- 004	0.0100		131.0971	131.0971	8.5100e- 003		131.3100
Worker	0.1301	0.0812	0.9374	3.0100e- 003	0.3353	2.4000e- 003	0.3377	0.0889	2.2100e- 003	0.0911		299.5610	299.5610	7.5200e- 003		299.7489
Total	0.1439	0.5321	1.0572	4.2400e- 003	0.3673	3.2600e- 003	0.3706	0.0981	3.0300e- 003	0.1012		430.6581	430.6581	0.0160		431.0589

3.6 Building Construction - 2023

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.523 3	2,289.523 3	0.4330		2,300.347 9
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.523 3	2,289.523 3	0.4330		2,300.347 9

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3.6 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/d	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0103	0.3400	0.1059	1.1900e- 003	0.0320	4.0000e- 004	0.0324	9.2100e- 003	3.9000e- 004	9.6000e- 003		127.1808	127.1808	7.3700e- 003		127.3651
Worker	0.1227	0.0734	0.8640	2.8900e- 003	0.3353	2.3400e- 003	0.3377	0.0889	2.1500e- 003	0.0911		288.3889	288.3889	6.7700e- 003		288.5583
Total	0.1330	0.4135	0.9699	4.0800e- 003	0.3673	2.7400e- 003	0.3701	0.0981	2.5400e- 003	0.1007		415.5698	415.5698	0.0141		415.9234

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	day		
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.523 3	2,289.523 3	0.4330		2,300.347 9
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.523 3	2,289.523 3	0.4330		2,300.347 9

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.6 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0103	0.3400	0.1059	1.1900e- 003	0.0320	4.0000e- 004	0.0324	9.2100e- 003	3.9000e- 004	9.6000e- 003		127.1808	127.1808	7.3700e- 003		127.3651
Worker	0.1227	0.0734	0.8640	2.8900e- 003	0.3353	2.3400e- 003	0.3377	0.0889	2.1500e- 003	0.0911		288.3889	288.3889	6.7700e- 003		288.5583
Total	0.1330	0.4135	0.9699	4.0800e- 003	0.3673	2.7400e- 003	0.3701	0.0981	2.5400e- 003	0.1007		415.5698	415.5698	0.0141		415.9234

3.7 Paving - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.992 6	1,709.992 6	0.5420		1,723.541 4
Paving	5.2900e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.992 6	1,709.992 6	0.5420		1,723.541 4

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.7 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0614	0.0367	0.4320	1.4500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		144.1945	144.1945	3.3900e- 003		144.2792
Total	0.0614	0.0367	0.4320	1.4500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		144.1945	144.1945	3.3900e- 003		144.2792

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.992 6	1,709.992 6	0.5420		1,723.541 4
Paving	5.2900e- 003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.992 6	1,709.992 6	0.5420		1,723.541 4

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.7 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	day		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0614	0.0367	0.4320	1.4500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		144.1945	144.1945	3.3900e- 003		144.2792
Total	0.0614	0.0367	0.4320	1.4500e- 003	0.1677	1.1700e- 003	0.1688	0.0445	1.0800e- 003	0.0455		144.1945	144.1945	3.3900e- 003		144.2792

3.8 Architectural Coating - 2023

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	day							lb/c	lay		
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.8 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0245	0.0147	0.1728	5.8000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		57.6778	57.6778	1.3500e- 003		57.7117
Total	0.0245	0.0147	0.1728	5.8000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		57.6778	57.6778	1.3500e- 003		57.7117

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e- 003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

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Katella Assemblage Project - South Coast AQMD Air District, Winter

3.8 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/	day							lb/c	lay		
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0245	0.0147	0.1728	5.8000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		57.6778	57.6778	1.3500e- 003		57.7117
Total	0.0245	0.0147	0.1728	5.8000e- 004	0.0671	4.7000e- 004	0.0675	0.0178	4.3000e- 004	0.0182		57.6778	57.6778	1.3500e- 003		57.7117

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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Katella Assemblage Project - South Coast AQMD Air District, Winter

	ROG	NOx	СО	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/c	lay		
Mitigated	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.571 8	1,643.571 8	0.0737		1,645.413 7
Unmitigated	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.571 8	1,643.571 8	0.0737		1,645.413 7

4.2 Trip Summary Information

	Avei	rage Daily Trip Ra	ate	Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

		Miles			Trip %			Trip Purpos	e %
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

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Katella Assemblage Project - South Coast AQMD Air District, Winter

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/d	lay							lb/c	day		
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

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Katella Assemblage Project - South Coast AQMD Air District, Winter

5.2 Energy by Land Use - NaturalGas

<u>Unmitigated</u>

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/o	day							lb/c	lay		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGa s Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr					lb/o	day							lb/c	lay		
Condo/Townhous e	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail

6.1 Mitigation Measures Area

CalEEMod Version: CalEEMod.2016.3.2

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Katella Assemblage Project - South Coast AQMD Air District, Winter

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category					lb/e	day							lb/d	day		
Mitigated	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815
Unmitigated	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

6.2 Area by SubCategory

<u>Unmitigated</u>

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory					lb/e	day							lb/d	day		
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e- 003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

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Katella Assemblage Project - South Coast AQMD Air District, Winter

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory					lb/e	day							lb/c	lay		
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e- 003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e- 004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e- 003	0.0000	5.4815

7.0 Water Detail

7.1 Mitigation Measures Water

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail

8.1 Mitigation Measures Waste

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Katella Assemblage Project - South Coast AQMD Air District, Winter

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type	
10.0 Stationary Equipment							
Fire Pumps and Emergency Generators							
Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type	
Boilers							
Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type		
User Defined Equipment							
Equipment Type	Number						
11.0 Vegetation							



ATTACHMENT F

HISTORIC EVALUATION MEMORANDUM (LSA, FEBRUARY 2021)



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

MEMORANDUM

DATE:	February 23, 2021
то:	Shelby Cramton, Senior Environmental Planner, LSA
FROM:	Laura Carias, M.A., Architectural Historian, LSA
Subject:	Historical Evaluation of 7401/7421 Katella Avenue, City of Stanton, California (LSA Project Number KBH2001)

As part of the environmental review process, a historical evaluation of the properties located at 7401 Katella Avenue (Assessor's Parcel Number [APN] 079-371-26) and 7421 Katella Avenue (APN 079-371-27) in Stanton, California, has been completed. The evaluations were documented on Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms and the properties were identified on DPR Location Maps.

As a result of the evaluations, which included archival research and intensive-level field surveys, it was determined that neither property appears to be eligible for listing in the California Register of Historical Resources under any criteria. To be considered eligible, the property must be associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; be associated with the lives of persons important to local, California or national history; embody the distinctive characteristics of a type, period, region, or method of construction or represents the work of a master or possesses high artistic values; or have yielded, or have the potential to yield, information important to the prehistory or history of the local area, California, or the nation. The subject properties are not representative of a significant historical event or associated with any historically significant people. The architecture for 7401 Katella is unremarkable and no architect or builder was found. The residence at 7421 Katella does have a defined architectural style (Ranch); however, neither an architect nor a builder was found and the property is in poor condition. Considering the poor condition of the property, it was concluded that there are better representations of the Ranch Style in the City of Stanton.

For these reasons, neither property at 7401 nor 7421 Katella Avenue in Stanton qualifies as a "historical resource" as defined by the California Environmental Quality Act (CEQA) and, for purposes of this project, the City may make a finding of "no impact" with regard to historical resources.

Attachment: DPR forms

State of California — The Resour DEPARTMENT OF PARKS AND F		Primary # HRI #	
PRIMARY RECORD		Trinomial NRHP Status Code 6Z	
	Other Listings		
	Review Code	Reviewer	Date
Page 1 of 7	Resource	Name or #:	, Stanton, CA 90680
P1. Other Identifier:			
*P2. Location: □ Not for Publicati Location Map as necessary.)	on 🗵 Unrestricted *a. Co	unty: Orange and	P2b and P2c or P2d. Attach a
*b. USGS 7.5' Quad: Los Alar	<u>mitos Date: 1981</u>	T _04S ; R 11W ; S.B. B	.M.
c. Address: 7401 Katella Ave	nue	City: <u>Stanton</u>	Zip: 90680
d. UTM: Zone: 11;	mE/m	N (G.P.S.)	

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate): Assessor Parcel Number (APN) -079-371-26

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The subject property is a one-story, multi-family residence in the Minimal Traditional style located on the north side of Katella Avenue just west of Western Avenue. It sits on a concrete slab foundation and has an L-shaped floor plan with a southern projection to the west. The subject property features a cross-hip roof with moderately overhanging eaves and exposed rafters. The south facing facade is asymmetrical and is clad with smooth trowel stucco and brick veneer at the western projection. An entrance to each residence is located on the south facing façade. The entrance to the east is located beneath a secondary shed roof supported by three wood posts and consists of a contemporary paneled door. The second entrance is located at the western projection and also has a contemporary paneled door. Windows at the façade consist of a combination of metal sash casement windows, aluminum sliding windows and vinyl sash sliding windows; two of the windows have been modified to accommodate AC units. Windows on the other elevations are also a combination of the above. There is a secondary ancillary unit to the north with metal roll up doors. The vegetation is overgrown and the parcel is full of broken down cars and other debris. The property is in poor condition.

*P3b. Resource Attributes: (List attributes and codes) HP3. Multiple family property

***P4. Resources Present:** I Building I Structure I Object I Site I District I Element of District I Other (Isolates, etc.)



***P10.** Survey Type: (Describe) CEQA compliance intensive pedestrian survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: □NONE ⊠Location Map □Sketch Map ⊠Continuation Sheet ⊠Building, Structure, and Object Record □Archaeological Record □District Record □Linear Feature Record □Milling Station Record □Rock Art Record □Artifact Record □Photograph Record □ Other (List):

State of California — The Resource DEPARTMENT OF PARKS AND RE	· · ·							
BUILDING, STRUCTURE, AND OBJECT RECORD								
Page 2 of 7 *NRHP Status Code 6Z								
*	Resource Name or # (Assigned by recorder) 7401 Katella Avenue, Stanton, CA 90680							
B1. Historic Name: <u>N/A</u> B2. Common Name: N/A								
B3. Original Use: Single fam *B5. Architectural Style: Minimal								
Only one building permit was lo	tion date, alterations, and date of alterations) ated for this property and it was for a structure constructed in 1935. After reviewing available prmined that the single-family residence currently on site was constructed sometime between							
*B7. Moved? ⊠No ⊡Yes ⊡U *B8. Related Features: A	nknown Date: Original Location:							
B9a. Architect: None found	b. Builder: None found							
*B10. Significance: Theme: Archit	ecture Area: Stanton							
Period of Significance: 1935	Property Type: <u>Single-family residence</u> Applicable Criteria: <u>N/A</u>							

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.) In summary, the project area is developed with a Minimal Traditional-style multi-family residence constructed in 1935. Although the Minimal Traditional style of architecture is known for its lack of ornamentation, this property has been highly altered and no longer conveys sufficient character-defining features. There are no known significant events or figures associated with the property and therefore it is not eligible for listing in the California Register of Historical Resources. *(continued page 3)*

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References: See continuation sheet

B13. Remarks:

*B14. Evaluator: Laura Carias, M.A., LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, CA 92507

*Date of Evaluation: February 2021

	(Sketch Map with north arrow required.)
	Refer to Location Map
(This space reserved for official comments.)	

State of California - The Resources Agency DEPARTMENT OF PARKS AND RECREATIN CONTINUATION SHEET	Primary # HRI # Trinomial	
Page <u>3</u> of <u>7</u> * Res	Durce Name or # : (Assigned by recorder)	7401 Katella Avenue, Stanton, CA 90680
*Recorded by LSA Associates, Inc.	*Date: February 12, 2021	X Continuation Update

P5. Photos



Figure 2: South elevation, western projection, view north (LSA 2021)



Figure 4: East elevation, view west (LSA 2021)



Figure 3: South elevation, east end, view north (LSA 2021)



Figure 5: North elevation, view southwest (LSA 2021)



Figure 6: West elevation, view north (LSA 2021)



Figure 7: Ancillary unit, east (left) and north (right) elevation, view south west (LSA 2021)

*B10. Significance continued from page 2: Historic Context:

If railroads brought people across the county, then light rail lines helped those living in rural areas connect with urban areas. The Los Angeles Interurban Railway began service in 1905 operating through large areas in Los Angeles and Orange counties. The Santa Ana line that split from the Long Beach line served the communities of Garden Grove and Stanton thus allowing far reached rural communities reliable access to larger cities such as Los Angeles (Pacific Electric n.d.). The Santa Ana line served Stanton until 1950 when the line was cut at the city of Bellflower leaving residents between Bellflower and Santa Ana to find their own methods of transportation into Los Angeles (Pacific Electric n.d.).

The City of Stanton was originally incorporated in 1911 in response to the City of Anaheim's proposal to create a sewer farm on ranch land within the community (OrangeCounty.net 2018). According to a news article the day of the vote, in January 1911, Anaheim "secretly obtained an option upon seventy-five acres of land owned by J.M. Gilbert, whose residence is at Compton ... After Anaheim voted \$90,000 in bonds for a new sewer farm, the City Trustees let the cat out of the bag as to where the farm would be located" and instantly the 750 residents of that area protested the sewer farm (Los Angeles Times 1911a). At the time, the area consisted of a few small crossroads communities called Benedict, Clair, Hansen, and Magnolia (Brigandi 2019). The land proposed for the sewer farm was "pretty well surrounded by 500 acres owned by Phil A. Stanton of Los Angeles" (Ibid). Stanton, a real estate developer and politician who served in the California State Assembly from 1903 to 1910 including a term as Speaker of the Assembly, soon joined the opposition and, in appreciation the ranchers proposed calling the united communities Stanton (Online Archive of California n.d.; Los Angeles Times 1911a). On May 23, 1911, 143 ballots were cast resulting in a vote for incorporation and "the city of Stanton, comprising 7000 acres west of Anaheim, jumped upon the map" (Los Angeles Times 1911b). The new city officials promptly passed "ordinances prohibiting the establishment of sewer farms, or the use of sewage or sewer water for any purposes, within the limits of the city" (Los Angeles Times 1911c). Although Anaheim fought both the election and the new ordinances, all were upheld (Brigandi 2019). "Benedict, located near the Pacific Electric tracks at Beach and Katella [approximately one half mile southeast of the subject property], changed its name to Stanton, and some development followed" including a post office and a newspaper (Brigandi 2019). In July 1924, with the sewer farm issue long since resolved and no other major issues of concern on the horizon, about 325 voters voted for the disincorporation of Stanton (Los Angeles Times 1924; Long Beach Press 1924).

The community of Stanton remained unincorporated until 1956 when its residents once again felt threatened by neighboring cities and a petition for incorporation began circulating (*Los Angeles Times* 1956a). According to G.W. Irwin and Edwin Evans, leaders of the movement for incorporation, "Stanton seeks to incorporate a six-square-mile area bounded by Knott, Lincoln, Magnolia and Chapman Aves" because if the area stays unincorporated, it will "either be swallowed by other cities or will become an island, entirely surrounded by other cities and cut off from other county territory" (*Los Angeles Times* 1956a). (See Continuation Sheet)

State of California - The Resources A DEPARTMENT OF PARKS AND RECF CONTINUATION SHEET	Primary # HRI #	
		Trinomial
Page 5 of 7	*Resource Name or #: (Assigned by recorder)	7401 Katella Avenue, Stanton, CA 90680
*Recorded by LSA Associates, Inc.	*Date: February 12, 2021	X Continuation Update

According to Evans "The proposed Dairy City ...blocks us on the west ... Buena Park is grabbing all the territory to the northwest and north and maybe the east. Anaheim proposes to extend its boundaries right up to our eastern doorsteps. And we may have to fight Garden Grove for territory to our southeast" (Ibid.). Feeling the pressure of the post-war residential construction boom, communities were driven to annex more and more land. The County reported several shopping centers planned for the Stanton area in addition to the "many large subdivisions" either completed or in the construction or planning stages (Ibid.). In response to "numerous protestors" County Supervisors significantly reduced the proposed city boundaries "by clipping five square miles off the territory" and making it "two miles long in a north-south direction. The northern boundary" being "600 feet south of Ball Road and the southern extremity" being "Chapman Ave. State Highway 39 [Beach Boulevard] will be at the west edge or the northern section of the city and east of the southern portion" (*Los Angeles Times* 1956b). The irregular eastern boundary generally followed Dale Avenue south to Cerritos Avenue, then jogged west to Fern Avenue, then south to Orangewood Avenue where it jogged west again and then turned south to Chapman (Ibid.). The city boundaries did not include the subject property (the area around the subject property was annexed in 1960, about nine years before its construction), which is approximately one half mile west of Highway 39, but it did include most of the old town of Stanton and about 1,300 people (Ibid.; *Los Angeles Times* 1960; Brigandi 2019). Much of the areas proposed for new residential were eliminated from the boundaries (Ibid.).

On June 18, 1956, the five-man City Council was sworn in, making the new city official (*Los Angeles Times* 1956c). Local businessman Victor Zuniga was elected mayor (Brigandi 2019). In September 1956, the new city and the County Supervisors approved the rezoning of property just outside Stanton from multifamily to light industrial, paving the way for the industrialization of a section south of Stanton (*Long Beach Independent* 1956). By 1960, Stanton's population had grown by nearly 900 percent (about 12,000 people) and its area had tripled (Brigandi 2019). Today, Stanton remains about the size it was in 1960, but has a population of about 38,000 (Brigandi 2019).

Site Specific

According to the City of Stanton, the property has a construction date of 1935. Review of available historic aerial photographs from 1931, 1938, 1956, 1968, and 1977 do not show the existing building in its current location until the 1968 aerial (UCSB 1931, 938, 1956, 1968, 1977). The 1938 aerials shows the current city block as completely bare; a building appears in the 1956 aerial, but it does not resemble what is on site today in floorplan or location. The subject property is first seen in the 1968 aerial. The aerial indicates that the subject property was developed in a populated area (UCSB 1968). There was a U-shaped driveway at the southern border of the parcel, but was removed sometime before 1977 when Katella Avenue was widened (UCSB 1977).

Architecture Context

The Minimal Traditional style developed during the Depression to meet the minimum threshold in space and amenities required by the Federal Housing Administration (Hise 1997). It is a compromise style that reflects the forms of Eclectic and traditional styles without the decorative detailing (McAlester 2013). Residences in this style are typically one story and demonstrate an economy of materials and design with lower roof pitches and narrower eaves and are relatively small. Many suggest styles that were popular in prior decades such as Tudor Revival, while others are modest versions the California Ranch style that gained favor in the post-WWII period. Minimal Traditional residences frequently have an attached garage, but detached garages are also common, especially where the residence is an infill construction among early 20th century styles. Construction of homes in this style commonly overlap with the post-WWII era, creating a broad transition from the Craftsman and Eclectic styles of the early 20th century to the tracts of California Ranch homes of the post-WWII period.

Character-defining features of the Minimal Traditional style include a rectangular or L-shaped massing topped by a low-pitched hipped or cross-gable roof with narrow eaves featuring a variety of simple decorative treatments (exposed rafter tails, boxed eaves, plain fascia), stucco wall cladding, and less commonly, wood clapboard, wood-framed double-hung windows, and a front stoop entry (as opposed to a full or partial-width porch).

Significance Evaluation

<u>Under Criterion 1</u>, the subject property is most closely associated with development in Stanton after its incorporation in 1956 and further annexation of its surrounding area in 1960. However, the property is not part of a tract or a larger development that made significant contributions to the broad patterns of local history and does not appear eligible for listing in the California Register of Historical Resources under Criterion 1. (See Continuation Sheet)

State of California - The Resourd DEPARTMENT OF PARKS AND	•••	Primary #				
CONTINUATION SHE	ET	HRI #				
		Trinomial				
Page <u>6</u> of <u>7</u>	*Resource Name or #: (Assigned by recorder)	7401 Katella Avenue, Stanton, CA 90680				
*Recorded by LSA Associates, I	nc. *Date: February 12, 2021	X Continuation Update				
Under Criterion 2, no known name under CRHR under Criterion 2.	es were found or associated with this subject property.	Therefore, the subject property is not eligible				
<u>Under Criterion 3</u> , the property would need to be a representative example of an architectural style and embody distinctive characteristics of a type, period, or region or method of construction or represent the work of a master or possess high artistic values. The subject property has been highly altered and lacks integrity of materials, workmanship, and design and therefore is not eligible under Criterion 3.						
	y residence as constructed using common materials ar rtant to the history or prehistory of the local area, Cali					
B12. References: (continued fro Brigandi, Phil	m page 2)					
2019 The Two Cities of Stanton.	Accessed online in December 2019 at: https://www.oc	historyland.com/stanton.				
City of Stanton Var. Building permits for 7401	Katella Avenue provided by city staff in February 2021.					
Hess, Alan, 2004 The Ranch House, Harry	N. Abrams, Incorporated, New York,					
Hise, Greg,	Planning the Twentieth Century Metropolis. Baltimore	and London, The Johns Hopkins University				
Press.						
Historicaerials.com Var. Historic aerial photograph Long Beach Independent	is of the project area accessed online in February 2021	at: https://www.historicaerials.com/viewer.				
1956 Supervisors OK Industria Long Beach Press	alization of Stanton Area. September 13, page 25.					

1924 Disincorporators Win; Stanton to Dissolve as Municipality. July 31, page 46.

Los Angeles Times

1911a Making a City To Block One. May 23, page 6.

1911b Stanton Gets Place On Map. May 24, page 17.

- 1911c Stanton Confident of Issue. July 4, page 15.
- 1924 No Chance of Losing Election. July 24, page 22.
- 1956a Stanton Pushing for Incorporation. January 1, page 112.
- 1956b Thursday Deadline for Stanton City Filings. March 18, page 176.
- 1956c Stanton Becomes City. June 19, page 64.
- 1960 Annexations Win County Approval. September 11, page 158.
- McAlester and Lee McAlester

1984 A Field Guide to American Houses. (Alfred A. Knopf, New York, 1984).

Pacific Electric

- n.d. Santa Ana Line. Accessed February 15, 2021 online at: <u>http://www.erha.org/pessa.htm</u>.
- Online Archives of California
- n.d. Phillip Ackley Stanton: Finding Aid. Accessed online in December 2019 at: https://oac.cdlib.org/findaid/ark:/ 13030/ kt1489r8kb/entire_text/.
- OrangeCounty.net
- 2018 History of Stanton, California. Accessed online in December 2019 at: https://www.orangecounty.net/cities/ Stanton_history.html.
- University of California, Santa Barbara Historic Aerial Photographs.
- Var. Historic aerial photographs of the project area accessed online in February 2021 at: https://mil.library.ucsb.edu/ap_indexes/FrameFinder/

State of California - Resource Agency DEPARTMENT OF PARKS AND RECREATION LOCATION MAP

*Map Name: Los Alamitos, Anaheim, CA 7.5' USGS; Nearmap

Primary #_____

Trinomial

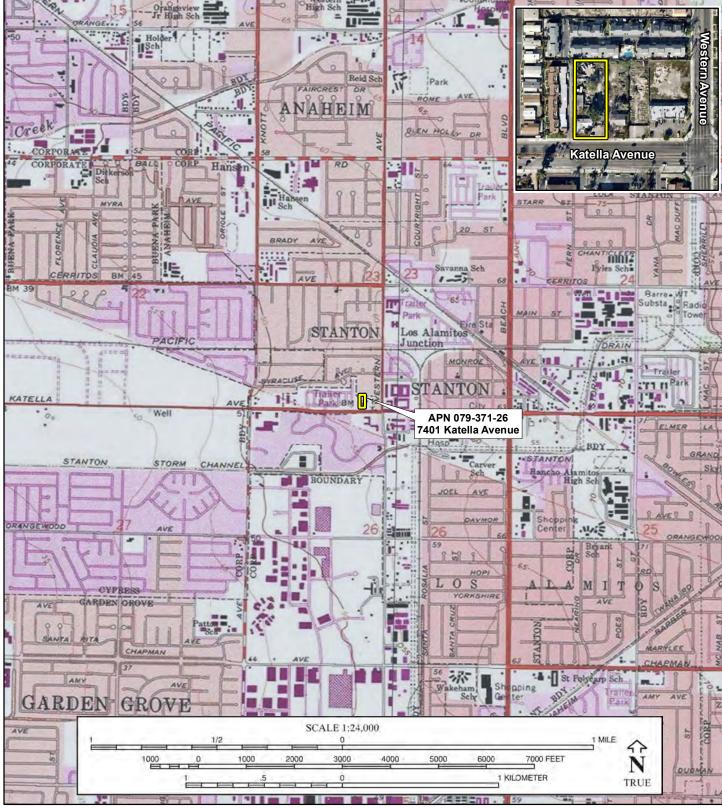
1 monnai

Page <u>7</u> of <u>7</u>

*Resource Name or # (Assigned by recorder)

*Scale: 1:24000 *Date of Map: 1981, 2021

7401 Katella Avenue

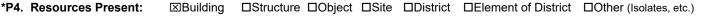


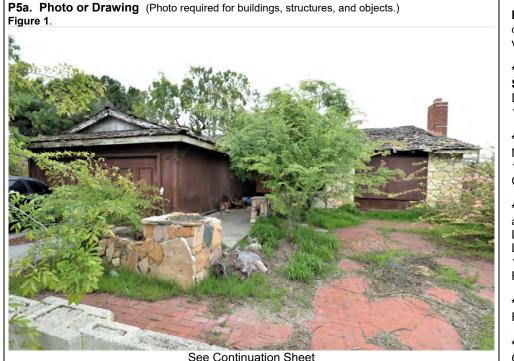
I:\KBH2001\GIS\MXD\Cultural\DPR_7401KatellaAve.mxd (2/19/2021) DPR 523J (1/95)

State of California — The R DEPARTMENT OF PARKS		Primary # HRI #			
PRIMARY RECOR	D	Trinomial NRHP Status Code 6Z			
	Other Listings				
	Review Code	Reviewer	Date		
Page <u>1</u> of <u>7</u>	Resource	Name or #: 7421 Katella Aven	ue, Stanton, California 90680		
P1. Other Identifier:					
*P2. Location: Not for Pul Location Map as necessary.	Dication I Unrestricted *a. Co	unty: <u>Orange</u> an	d (P2b and P2c or P2d. Attach a		
*b. USGS 7.5' Quad:	s Alamitos Date: 1981	T_ _04S; R_ _11W; S.E	3. B.M.		
c. Address: 7421 Katell	a Avenue	City: Stanton	Zip: 90680		
	mE/mE/m	N (G.P.S.)	s Parcel Number (APN) 079-371-27		

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries) The subject property is a one-story, Ranch-style single-family residence located on the north side of Katella Avenue just west of Western Avenue. It sits on a concrete slab foundation and has an L-shaped floor plan. The subject property features a combination roof consisting of a moderately-pitched side gable and gable-on-hip roof clad with wood shake shingles. A brick chimney is located on the exterior east elevation. The eaves are narrow and rafters are boxed. The south-facing façade is asymmetrical and is clad with a combination of T-111 and stone siding; the other elevations are clad with smooth trowel stucco. The main entrance is offset to the east and is recessed beneath the main roof featuring double wood-panel doors. Raised stone-clad flowerbeds line the pedestrian walkway leading to the front entrance; these are an alteration as the stone does not match that which is on the residence. An-attached two-car garage with original wood panel door is located to the west of the main entrance. A cinderblock pony wall orders the front yard; the front yard is paved with brick and weeds have poked through the cracks and vegetation is overgrown. The property is vacant and all windows have been boarded up. A metal sash sliding glass door is visible on the north elevation. A brick fireplace is located in the backyard and a brick garden wall with the date "5-5-58" is scored into the cement mortar. Vegetation throughout is overgrown and the property is in poor condition.

***P3b. Resource Attributes:** (List attributes and codes) HP2. Single-family property





P5b. Description of Photo: (View, date, accession #) South elevation, view northwest

*P6. Date Constructed/Age and Sources: ⊠Historic □ Prehistoric □Both 1969. Citv of Stanton

*P7. Owner and Address: Melinda Wallace 10405 Stratton Court Cypress, California 90630

*P8. Recorded by: (Name, affiliation. and address) Laura Carias, M.A. LSA Associates, Inc. 1500 Iowa Avenue, Suite 200 Riverside, California 92507

*P9. Date Recorded: February 2021

*P10. Survey Type: (Describe) CEQA compliance intensive pedestrian survey

See Continuation Sheet

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: DNONE Incention Map In Sketch Map Incention Continuation Sheet In Building, Structure, and Object Record DArchaeological Record District Record DLinear Feature Record DMilling Station Record DRock Art Record □Artifact Record □Photograph Record □ Other (List):

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION BUILDING, STRUCTURE, AND O			N	Primary # HRI# CORD		
	Page 2 of 7 *NRHP Status Code 6Z					
		*Resource	Name or # (Assigned by	recorder) 7421 Katella	<u>Avenue, Stanton, CA 906</u>	<u>380 </u>
B1.	Historic Name:	N/A				
B2.	Common Name:	N/A				
B3.		Single-family residen	ce B4. Pre	sent Use: Single-family	residence	
*B5.	Architectural Style:	Ranch				
*B6.	 B6. Construction History: (Construction date, alterations, and date of alterations) 1969: City of Stanton building permit 1997: Electrical panel upgrade 					
*B7.	Moved? ⊠No □	lYes ⊡Unknown	Date:	Original Location:		
*B8.	Related Features: Outdoor fireplace					
B9a. Architect: None found b. Builder: None found						
P	eriod of Significance	e: <u>1969</u>	Area: Property Type: ectural context as defined	<u>City of Stanton</u> <u>Single-family residence</u> by theme, period, and geogra	Applicable Criteria: aphic scope. Also address ir	N/A ntegrity.)

In summary, the project area is developed with a Ranch-style single-family residence constructed in 1969. Although the property exhibits character-defining features of the style, there are better examples of the Ranch-style in the City of Stanton. There are no known significant events, architect, or figures associated with the property and therefore it is not eligible for listing in the California Register of Historical Resources. (Continued page 3)

B11. Additional Resource Attributes: (List attributes and codes)

***B12. References:** See continuation sheet

B13. Remarks:

*B14. Evaluator: Laura Carias, M.A., LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, California 92507

*Date of Evaluation: February 2021

	(Sketch Map with north arrow required.)	
	Refer to Location Map	
(This space reserved for official comments.)		

State of California - The Resources A DEPARTMENT OF PARKS AND REC CONTINUATION SHEET	Primary #		
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Page 3 of 7	*Resource Name or #: (Assigned by recorder)	7421 Katella Avenue, Stanton, CA 90680	
*Recorded by LSA Associates, Inc. *Date: February 12, 2021		X Continuation Update	

P5. Photos



Figure 2: South elevation, view north (LSA 2021)



Figure 4: South (left) and east elevation (right), view northwest (LSA 2021)



Figure 3: Main entrance, view north (LSA 2021)



Figure 5: North (left) and west (right) elevation, view southeast (LSA 2021)

See Continuation Sheet

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*B10. Significance continued from page 2:

Historic Context:

If railroads brought people across the country, then light rail lines helped those living in rural areas connect with urban areas. The Los Angeles Interurban Railway began service in 1905 operating through large areas in Los Angeles and Orange Counties. The Santa Ana line that split from the Long Beach line served the communities of Garden Grove and Stanton, thus allowing far-reached rural communities reliable access to larger cities such as Los Angeles (Pacific Electric n.d.). The Santa Ana line served Stanton until 1950 when the line was cut at the City of Bellflower leaving residents between Bellflower and Santa Ana to find their own methods of transportation into Los Angeles (Pacific Electric n.d.).

The City of Stanton was originally incorporated in 1911 in response to the City of Anaheim's proposal to create a sewer farm on ranch land within the community (OrangeCounty.net 2018). According to a news article the day of the vote, in January 1911, Anaheim "secretly obtained an option upon seventy-five acres of land owned by J.M. Gilbert, whose residence is at Compton ... After Anaheim voted \$90,000 in bonds for a new sewer farm, the City Trustees let the cat out of the bag as to where the farm would be located" and instantly the 750 residents of that area protested the sewer farm (Los Angeles Times 1911a). At the time, the area consisted of a few small crossroads communities called Benedict, Clair, Hansen, and Magnolia (Brigandi 2019). The land proposed for the sewer farm was "pretty well surrounded by 500 acres owned by Phil A. Stanton of Los Angeles" (Ibid). Stanton, a real estate developer and politician who served in the California State Assembly from 1903 to 1910 including a term as Speaker of the Assembly, soon joined the opposition and, in appreciation the ranchers proposed calling the united communities Stanton (Online Archive of California n.d.; Los Angeles Times 1911a). On May 23, 1911, 143 ballots were cast resulting in a vote for incorporation and "the city of Stanton, comprising 7000 acres west of Anaheim, jumped upon the map" (Los Angeles Times 1911b). The new city officials promptly passed "ordinances" prohibiting the establishment of sewer farms, or the use of sewage or sewer water for any purposes, within the limits of the city" (Los Angeles Times 1911c). Although Anaheim fought both the election and the new ordinances, all were upheld (Brigandi 2019). "Benedict, located near the Pacific Electric tracks at Beach and Katella [approximately one half mile southeast of the subject property], changed its name to Stanton, and some development followed" including a post office and a newspaper (Brigandi 2019). In July 1924, with the sewer farm issue long since resolved and no other major issues of concern on the horizon, about 325 voters voted for the disincorporation of Stanton (Los Angeles Times 1924; Long Beach Press 1924).

The community of Stanton remained unincorporated until 1956 when its residents once again felt threatened by neighboring cities and a petition for incorporation began circulating (Los Angeles Times 1956a). According to G.W. Irwin and Edwin Evans, leaders of the movement for incorporation, "Stanton seeks to incorporate a six-square-mile area bounded by Knott, Lincoln, Magnolia and Chapman Aves" because if the area stays unincorporated, it will "either be swallowed by other cities or will become an island, entirely surrounded by other cities and cut off from other county territory" (Los Angeles Times 1956a). According to Evans "The proposed Dairy City ... blocks us on the west ... Buena Park is grabbing all the territory to the northwest and north and maybe the east. Anaheim proposes to extend its boundaries right up to our eastern doorsteps. And we may have to fight Garden Grove for territory to our southeast" (Ibid.). Feeling the pressure of the post-war residential construction boom, communities were driven to annex more and more land. The County reported several shopping centers planned for the Stanton area in addition to the "many large subdivisions" either completed or in the construction or planning stages (Ibid.). In response to "numerous protestors" County Supervisors significantly reduced the proposed city boundaries "by clipping five square miles off the territory" and making it "two miles long in a north-south direction. The northern boundary" being "600 feet south of Ball Road and the southern extremity" being "Chapman Ave. State Highway 39 [Beach Boulevard] will be at the west edge or the northern section of the city and east of the southern portion" (Los Angeles Times 1956b). The irregular eastern boundary generally followed Dale Avenue south to Cerritos Avenue, then jogged west to Fern Avenue, then south to Orangewood Avenue where it jogged west again and then turned south to Chapman (Ibid.). The city boundaries did not include the subject property (the area around the subject property was annexed in 1960, about nine years before its construction), which is approximately one half mile west of Highway 39, but it did include most of the old town of Stanton and about 1,300 people (Ibid.; Los Angeles Times 1960; Brigandi 2019). Much of the area proposed for new residential development was eliminated from the boundaries (Ibid.).

On June 18, 1956, the five-man City Council was sworn in, making the new city official (Los Angeles Times 1956c). Local businessman Victor Zuniga was elected mayor (Brigandi 2019). In September 1956, the new city and the County Supervisors approved the rezoning of property just outside Stanton from multifamily to light industrial, paving the way for the industrialization of a section south of Stanton (Long Beach Independent 1956). By 1960, Stanton's population had grown by nearly 900 percent (about 12,000 people) and its area had tripled (Brigandi 2019). Today, Stanton remains about the size it was in 1960, but has a population of about 38,000 (Brigandi 2019).

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*Recorded by LSA Associates, Inc.	*Date: February 12, 2021	X Continuation Update	

Site Specific

According to the City of Stanton, the property has a construction date of 1969. The first available historic aerial photograph of the area immediately before construction of the subject property dates to 1968. A building is present on the parcel in 1968 aerial, but it must have been replaced because the floorplan does not match that of the subject property as it stands today. The aerial indicates that the subject property was developed in a populated area (UCSB 1968). There was a U-shaped driveway at the southern border of the parcel, but it was removed sometime before 1977 when Katella Avenue was widened (UCSB 1977). In both aerials, a building is located directly east of the subject property; however, that parcel is currently vacant.

Architecture Context: Ranch

The residence in the project area is constructed in the California Ranch style. Although the Ranch House is most often thought of as a post-war phenomenon, architects influenced by the buildings of the rural west, such as California haciendas, Texas dogtrots, and Montana log cabins, were beginning to design Ranch-style homes as early as the late 1920s (Hess 2004). In California, architect William Wurster was an early pioneer of the style, which mixed the emerging regional Modernism with vernacular traditions and modern concepts and forms (Hess 2004). Compared with the Craftsman and various Revival styles popular in the 1920s, the Ranch style was relatively simplistic and unadorned. This studied lack of detail became even more pronounced in the 1930s as a result of the Great Depression, which made it economically unrealistic to include traditional labor-intensive details. This design trend continued into the early 1940s and homes constructed during this period (1930–1945) are sometimes referred to as Minimal Traditional since they represent the forms of traditional styles without the decorative detailing (Hess 2004).

In the 1930s and 1940s, the myth of the American West swept the country. Songs, ballets, and movies all contributed to this idealized version of the West and the Western lifestyle. By the mid-1940s, the Ranch House emerged from an amalgam of mid-century trends, including governmental housing policies, Hollywood Westerns and the myth of rugged individualism, new technologies that reshaped the American home, and increasingly casual lifestyles (Hess 2004).

Between 1945 and 1970, residential construction in southern California was dominated by the California Ranch style, a version of the Ranch house that was popularized in California. The style is loosely based on early Spanish Colonial precedents of the American Southwest, modified by influences borrowed from the Craftsman and Prairie styles of the early 20th century. Asymmetrical one-story shapes with low-pitched roofs and a horizontal emphasis dominate the style. Three common types of roof forms are used with the hipped version being the most common, followed by the cross-gabled, and finally the side-gabled examples. There is usually a moderate or wide eave overhang, which may be either boxed or open with the rafters exposed. Both wooden and brick wall cladding are used, sometimes in combination. Builders frequently added modest bits of traditional detailing, usually loosely based on Spanish or English Colonial precedents. Decorative iron or wooden porch supports and decorative shutters are the most common decorative elements. Ribbon windows are frequent as are large picture windows in the common living areas. Partially enclosed courtyards or patios are also a common feature. These private outdoor living areas to the rear of the house are a direct contrast to the large front and side porches of most late 19th and early 20th century styles (McAlester 2013).

This style, in all its variations, became a favorite for large and small-scale developments, as well as single lot infill construction.

Character-defining features of California Ranch style residences include a one-story configuration; a sprawling layout, often laid out in an L or U shape that creates backyard privacy; low-pitched hip, gable, or gable-on-hip roof with wide eaves; a variety of wood, brick, and stucco siding, often in combination; wood-frame double-hung windows, often with multiple lights or diamond-panes; a large picture window in the façade, often flanked by narrower windows; and an attached two-car garage. Decorative features include scalloped vergeboards, false cupolas and dovecotes, extended gable eaves, and turned porch supports. Later examples of the style incorporate aluminum-framed vertical-slider windows instead of wood-framed double-hung windows.

See Continuation Sheet

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*Recorded by LSA Associate	s, Inc.	*Date:	February 12, 2021	X Continuation	Update	
annexation of its surrounding a contributions to the broad pa Resources under Criterion 1. <u>Under Criterion 2</u> , no known n under California Register of His	terns of local history ames were found or a	and does no	ot appear eligible for h this subject property.	listing in the California	Register of Historica	
<u>Under Criterion 3</u> , the property The subject property may be the names associated with the sub- style in the City of Stanton.	e work of an architect	, however arcl	hival research did not f	ind the original permit or	any possible archited	
<u>Under Criterion 4</u> , the single-fa potential to yield information ir under Criterion 4.						

B12. References: (continued from page 2)

Brigandi, Phil

- 2019 The Two Cities of Stanton. Accessed online in December 2019 at: <u>https://www.ochistoryland.com/stanton</u>. City of Stanton
- Var. Building permits for 7421 Katella Avenue provided by city staff in February 2021.
- Hess, Alan
- 2004 The Ranch House. Harry N. Abrams, Incorporated, New York,
- Historicaerials.com

Var. Historic aerial photographs of the project area accessed online in February 2021 at: <u>https://www.historicaerials.com/viewer</u>. Long Beach Independent

1956 Supervisors OK Industrialization of Stanton Area. September 13, page 25.

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- McAlester, Virginia Savage
- 2013 A Field Guide to American Houses. Alfred A. Knopf, New York.

Pacific Electric

n.d. Santa Ana Line. Accessed February 15, 2021 online at: <u>http://www.erha.org/pessa.htm</u>.

- Online Archives of California
- n.d. Phillip Ackley Stanton: Finding Aid. Accessed online in December 2019 at: https://oac.cdlib.org/findaid/ark:/ 13030/ kt1489r8kb/entire_text/.

OrangeCounty.net

- 2018 History of Stanton, California. Accessed online in December 2019 at: https://www.orangecounty.net/cities/ Stanton_history.html.
- UCSB (University of California, Santa Barbara) Historic Aerial Photographs.
- Var. Historic aerial photographs of the project area accessed online in February 2021 at: <u>https://mil.library.ucsb.edu/ap_indexes/FrameFinder/</u>.

State of California - Resource Agency DEPARTMENT OF PARKS AND RECREATION LOCATION MAP

*Map Name: Los Alamitos, Anaheim, CA 7.5' USGS; Nearmap

Primary #_____

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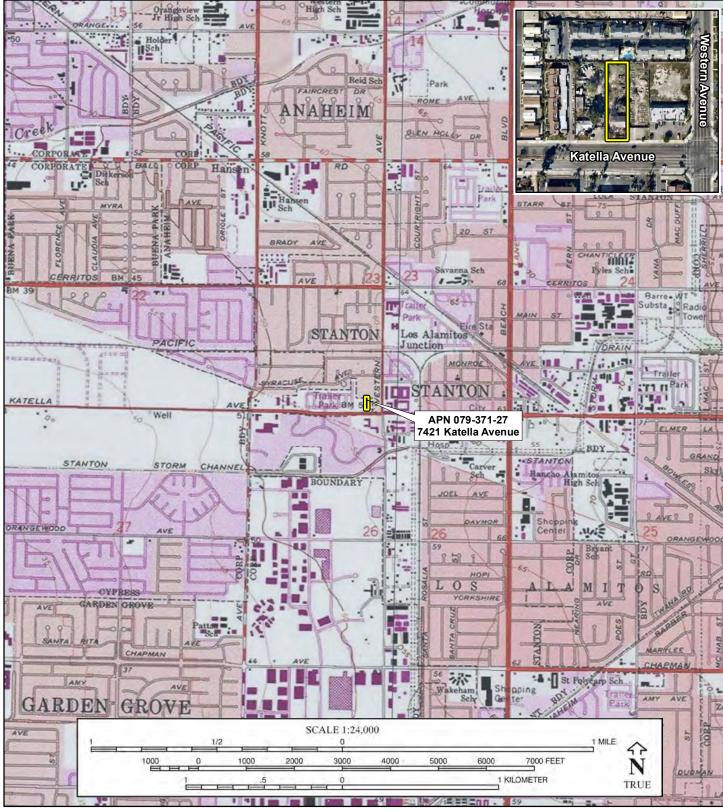
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*Resource Name or # (Assigned by recorder)

*Scale: 1:24000 *Date of Map: 1981, 2021

7421 Katella Avenue



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