

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

Attn: City Clerk

Space Above This Line for Recorder's Use
(Exempt from Recording Fees per Gov't Code § 6103)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made by and between the CITY OF LA HABRA, a California municipal corporation ("City"), and LENNAR HOMES OF CALIFORNIA, INC., a California corporation ("Developer"). The City and Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties."

RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties:

A. Developer is the optionee of and, pursuant to the Section 65865 of the Development Agreement Act (as hereafter defined) has an equitable interest in, that certain real property located within the City as described in Exhibit "A", Legal Description attached hereto and incorporated herein by this reference.

B. Developer has applied to the City for approval of this Agreement pursuant to the provisions of the Development Agreement Act and other applicable laws.

C. Developer has made application to the City (in its governmental capacity) for certain approvals, entitlements, findings and permits required for development, construction and installation of the Project including, without limitation, General Plan Amendment 18-01; Change of Zone 18-01; The Rancho La Habra Specific Plan; Amendment No. 3 to the La Habra Hills Specific Plan; Vesting Tentative Tract Map No. 17845; this Development Agreement 18-01; Design Review 18-01 through 18-05 for Planning Areas 1-4 and 6; and formation of a Community Facilities District (as hereafter defined).

D. This Agreement provides for certainty in planning and provides for the orderly development of the Project in a manner consistent with the Zoning Regulations (as hereafter defined), the Applicable Rules (as hereafter defined) and the General Plan (as hereafter defined).

E. To provide such certainty, the City desires by this Agreement to provide Developer with assurance that Developer can proceed with development of the Project with the uses, density, intensity and other land use characteristics specified in the Project Approvals. Developer would not enter into this Agreement or agree to provide the public benefits, amenities and improvements described herein, without the City's agreement that the Project can be developed during the term of this Agreement with the uses, density, intensity and other land use characteristics specified in the Project Approvals.

F. The City has determined that, as a result of the development of the Project in accordance with the Project Approvals and this Agreement, substantial benefits will accrue to the public.

G. On _____, 2020, pursuant to the requirements of the Development Agreement Act, the Planning Commission of the City of La Habra conducted a hearing on Developer's application for this Agreement.

H. On _____, 2020, pursuant to the requirements of the Development Agreement Act, the City Council of the City of La Habra (the "City Council") conducted a hearing on Developer's application for this Agreement.

I. The City Council has found and determined that this Agreement is consistent with the City's General Plan, as amended, and all other City ordinances, plans, policies, rules, standards and regulations applicable to the Project.

J. On _____, 2020, the City Council adopted Ordinance No. _____ approving this Agreement, and such ordinance became effective on _____, 2020.

K. By Resolution No. _____ adopted by the City Council _____, 2020, the City Council reviewed and certified, after making appropriate findings, the EIR (as hereafter defined) that satisfies the requirements of CEQA (as hereafter defined) for approval of this Agreement.

AGREEMENT

NOW THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein, or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as set forth below:

(a) “Affordable Housing Fee” means that fee assessed by the City in accordance with this Agreement for the provision of affordable housing within the City.

(b) “Applicable Rules” means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City’s Zoning Regulations (as hereafter defined) and building regulations adopted as of the Effective Date. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(c) “Building Permit” means a permit issued by the City pursuant to Title 15 of the La Habra Municipal Code to authorize construction of a building or other structure.

(d) “Business Day” means any day other than a Saturday, Sunday or California or federal holiday on which banks in the City are customarily closed.

(e) “CEQA” means the California Environmental Quality Act (California Public Resources Code Section 21000, *et seq.*), as it now exists or may hereafter be amended, as well as the CEQA Guidelines (14 Cal. Code Regs. Section 15000, *et seq.*), as they now exist or may hereafter be amended.

(f) “Change of Control” shall refer to a transaction whereby a transferee acquires a beneficial ownership interest in Developer such that after such transaction there is a change of identity of the person or entity that has the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of voting securities, by contract or otherwise, but not including a foreclosure transaction or an affiliate transaction as set forth in Section 15 of this Agreement.

(g) “Community Facilities District” shall mean a special district in accordance with the Mello-Roos Community Facilities Act of 1982, as amended (Gov. Code § 53311, *et seq.*, hereafter referred to as the “Mello-Roos Act”).

(h) “Conditions of Approval” shall mean those conditions of approval imposed by the City in connection with the Project Approvals (as hereafter defined).

(i) “Developer Fees” shall mean those existing or future fees established and adopted by the City pursuant to Section 66000, *et seq.*, of the Government Code to offset the impact of development on the City’s capital facilities, including, without limitation, parking impact fees, traffic fees, infrastructure fee, linkage fees, exactions, assessments or fair share charges or other similar impact fees imposed on or in connection with new development imposed by the City,

but does not include Affordable Housing Fees (as hereinabove defined). Developer Fees do not mean or include Processing Fees (as hereafter defined).

(j) “Development Agreement” or “Agreement” means this Agreement.

(k) “Development Agreement Act” means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the Government Code (as the same may be amended and/or re-codified from time to time).

(l) “Discretionary Action(s)” or “Discretionary Approval(s)” means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from a Ministerial Permit or Ministerial Approval (as hereafter defined).

(m) “Effective Date” shall mean the date following the date that this Agreement is recorded in the official records of the Office of the Recorder of the County of Orange and (i) the date that all statutes of limitations for challenges to this Agreement and all of the Project Approvals have passed without any challenge having been filed; provided, however, if such a challenge(s) is filed, the date following the final disposition of such challenge(s) including the final disposition of all appeals that may be filed; or (ii) the date of the final disposition of all referenda challenging this Agreement or any of the Project Approvals that may qualify for the ballot. However, notwithstanding the foregoing, the “Effective Date” shall not occur until the Developer obtains fee title to the Property and provides reasonable evidence of that to the City, and if that does not occur by the date that is six (6) months after the later of items (i) or (ii), then City may terminate this Agreement by written notice to Developer, and City may then unilaterally execute and record a “Termination of Development Agreement”.

(n) “EIR or FEIR” shall mean the Final Rancho La Habra Specific Plan Environmental Impact Report (SCH No. 2015111045) that addresses and analyzes the Project.

(o) “General Plan” means the General Plan of the City, as it exists as of the Effective Date.

(p) “Habitat Mitigation and Monitoring Plan” shall mean a plan approved by the California Department of Fish and Wildlife that addresses mitigation for a number of deed restricted areas within the Property of degraded coastal sage scrub and riparian habitat mitigation, including emergent wetlands mulefat scrub and willow cottonwood/riparian forest habitat as part of previously implemented mitigation, integrated into golf course play areas and open water features and pertains to the onsite mitigation for impacts to coastal sage scrub caused by development of the Property.

(q) “Ministerial Permit(s),” or “Ministerial Approval(s)” means a permit or approval, including, but not limited to, Building Permits (as hereinabove defined), grading permits, shoring and excavation permits, demolition permits, zone clearances, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval and/or regulations, as distinguished from an

activity which is included in the definition of Discretionary Action or Discretionary Approval (as hereinabove defined).

(r) "Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property given by Developer for the purpose of securing funds to be used for financing the acquisition of the Property or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop and/or operate the Project.

(s) "Mortgagee" means the holder of the beneficial interest under any Mortgage.

(t) "Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activities including, but not limited to, fees for land use applications, Building Permits (as hereinabove defined), Building Permit applications, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan checks. Processing Fees shall not mean or include Developer Fees.

(u) "Project" means the development project as described in the FEIR and as provided on the Development Plan depicted on Exhibit "B" attached hereto and incorporated herein by this reference, as may be modified by the Project Approvals.

(v) "Project Approvals" shall include, collectively, General Plan Amendment 18-01, Change of Zone 18-01, The Rancho La Habra Specific Plan, Amendment # 3 to the La Habra Hills Specific Plan, Vesting Tentative Tract Map No. 17845, this Development Agreement 18-01, and Design Review 18-01 through 18-05 for Planning Areas 1-4 and 6, approved by the City with respect to the Project and shall include any Subsequent Project Approvals (as hereafter defined).

(w) "Property" means the real property described in the legal description set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

(x) "Public Benefits" mean the physical improvements, payments to the City, and other actions by the Developer to the benefit of the public pursuant to Section 11 of this Agreement.

(y) "Quimby Act" means Government Code Section 66477.

(z) "Reserved Powers" means the power and authority of the City to enact regulations and/or take Discretionary Action(s) (as hereinabove defined) if the same are expressly found by the City to be necessary to protect residents of the City, those employed in the City, or visitors to the City, from a condition that is dangerous to public health or safety or if the same is required to comply with California or federal laws (whether enacted previous or subsequent to the Effective Date (as hereinabove defined) of this Agreement (as hereinabove defined)).

(aa) “Subsequent Land Use Regulations” means any change in or addition to the Applicable Rules (as hereinabove defined) adopted after the Effective Date (as hereinabove defined) of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the Mayor, City Council, Planning Commission of the City or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement (as hereinabove defined), otherwise be applicable to the Project (as hereinabove defined).

(bb) “Subsequent Project Approvals” shall mean all further Discretionary Actions or Discretionary Approvals, Ministerial Permits and Ministerial Approvals (all as hereinabove defined) required or requested with respect to the Project (as hereinabove defined), including, without limitation, any tentative subdivision map, whether vesting or non-vesting. Following adoption or approval, a Subsequent Project Approval shall become a Project Approval (as hereinabove defined).

(cc) “Zoning Regulations” shall mean the official zoning regulations and zoning map of the City adopted as of the Effective Date.

2. Exhibits.

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

Exhibit “A” – Legal Description of the Property

Exhibit “B” – Development Plan

Exhibit “C” – Development Phasing

Exhibit “D” – Community Facilities District

Exhibit “E” – Public Open Space/Trails/Community Center Location Plan

Exhibit “F-1” – Final Community Park and Trails Improvement and Landscape Plan (final for design purposes only, not plan check or similar purposes)

Exhibit “F-2” – Final Community Center and Parking Lot Improvement Plan (final for design purposes only, not plan check or similar purposes)

Exhibit “G” – Conservation & Habitat Mitigation

Exhibit “H” – Beach Boulevard Streetscape Landscaping & Maintenance

3. Recitals of Premises. Purpose and Intent.

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

“The Legislature finds and declares that:

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

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

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in this Agreement only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) The Project. The Developer intends to develop the Property as described in the Project Approvals submitted to the City, subject to the Applicable Rules, the Project Approvals, and the Conditions of Approval. The Parties hereby agree that, subject to the exercise of the City’s Reserved Powers, for the term of this Agreement the permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval. Subject to the exercise of the City’s Reserved Powers, any Subsequent Project Approvals shall, at the election of Developer, be subject to the Applicable Rules or the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City at the time of such Subsequent Project Approval.

4. Property Subject to Agreement. This Agreement shall apply to all of the Property.

5. Application of Agreement. This Agreement shall apply to the development and use of the Property. Such development and use shall be in accordance with the Project Approvals and this Agreement.

6. Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall continue for fifteen (15) years. In addition to the above, at any time, the term may

be extended for one year or more provided that the total extension period(s) does not exceed five (5) years.

7. Project Development Phasing; Project Development Timing; Term of Tentative and Vesting Tentative Maps; Formation of Community Facilities District.

(a) Project Development Phasing Plan. Developer shall exercise commercially reasonable best efforts consistent with building industry market fluctuations, consumer demand, financing considerations, and infrastructure capacity availability to develop the Project in increments generally in accordance with the Project Phasing Plan set forth in the Rancho La Habra Specific Plan. The Project Phasing Plan is entitled “Development Phasing” and is attached as Exhibit “C” hereto and by this reference incorporated herein.

(b) Project Development Timing. The Parties acknowledge that Developer cannot at this time predict when or if the Property will be developed. Such decisions depend upon numerous factors that are not within the control of Developer. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, (the “Pardee Case”) that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that, except as provided below, Developer shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole, absolute and subjective business judgment during the term of this Agreement except as otherwise provided in subsection (a) of this Section 7. This provision shall be broadly construed to provide Developer the greatest amount of time and flexibility (in light of the Pardee Case and/or any other similar or distinguishing cases) as necessary or appropriate to permit Developer to complete the development of the Project irrespective of later adopted rules, regulations or initiatives which would otherwise restrict the Developer’s time to complete the Project.

(c) Term of Vesting Tentative and Tentative Maps. Notwithstanding anything to the contrary provided in Gov. Code Section 66498.1, *et seq.* or Government Code Section 66452.6(a), with respect to the duration tentative maps and vesting tentative maps, the term of tentative maps and vesting tentative maps and vesting rights created by the approval of a tentative map within the boundaries of the Project shall extend for the term of this Agreement but shall not extend beyond the term of this Agreement.

(d) Formation of Community Facilities Districts. The City shall use diligence and its best efforts in good faith to undertake, and Developer agrees to cooperate in good faith toward, formation of one or more Community Facilities Districts to finance, subject to the terms and conditions of the Mello-Roos Act and the City Council’s discretion thereunder, (i) the acquisition and construction of those public facilities associated with development of the Project as Developer may, in the exercise of Developer’s sole and absolute discretion, from time to time request by petition pursuant to Section 53318(c) of the Mello-Roos Act from the list on Exhibit “D” attached hereto and incorporated herein by this reference, and (ii) maintenance of the public community center described in Section 11(e)(3) of this Agreement.

Developer understands that formation of the Community Facilities District(s) pursuant to the Mello-Roos Act and the issuance of any special tax bonds to fund the construction or acquisition of any eligible improvements or fees therefor, shall be at the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty, or agreement by the City, or as requiring the City, to form the Community Facilities District(s) or to cause the Community Facilities District(s) to issue special tax bonds. Without limiting the foregoing, Developer acknowledges that: (a) Section 53312.7 of the Mello-Roos Act prohibits the City Council of the City from initiating proceedings to establish the Community Facilities District(s) unless the City Council has first considered and adopted local goals and policies concerning the use of the Mello-Roos Act (the "Goals and Policies"); (b) as of the date of this Agreement, no Goals and Policies have been previously adopted by the City Council; and (c) the formation of any Community Facilities District(s) or the issuance of any special tax bonds shall be subject to the adoption of, and the terms and conditions set forth in, any Goals and Policies by the City Council, in its sole discretion. The City shall have no liability to Developer for its decision not to form the Community Facilities District(s) or not to cause the Community Facilities District(s) to issue special tax bonds. Upon written request of Developer, Developer and the City staff shall meet regarding the amount, timing, and other material aspects of any Community Facilities District(s) authorized facilities and special tax bonds, but the legal proceedings, authorized facilities, and the principal amount, interest rates, terms and conditions (including without limitation provisions relating to redemption, credit enhancement, covenants (including without limitation landowner covenants), or the escrow of bonds) and timing of the sale of any special tax bonds shall be in all respects subject to the absolute discretion and approval of the City Council or such City officers to whom the City Council has delegated the authority for such absolute discretion and approval; however, the City hereby agrees to allow Developer input on all material aspects of the formation process including but not limited to the boundaries of the Community Facilities District(s), the exempt status of certain property located in the Community Facilities District(s), the applicable tax rates, method of apportionment of special taxes, the maximum overall tax burden on the property included within the Community Facilities District(s) (including all overlapping indebtedness), and other material aspects of the Community Facilities District(s).

As soon as is practicable following the date this Agreement is approved by the City Council of City, the City Council shall consider initiation of and schedule such other actions for consideration by the City Council as are legally required for formation of one or more Community Facilities Districts as are required by the Mello-Roos Act. Subject to applicable law and any limitations set forth in the Goals and Policies, the acquisition price paid by a Community Facilities District for public facilities shall be the actual cost incurred by Developer to construct both on-site and off-site public improvements including all planning, design, architectural, engineering and other costs incurred by Developer and Developer Fees and Processing Fees assessed by City and paid by Developer for all such public facilities together with the fair market value of real property dedicated by Developer for all such public facilities or the acquisition cost of real property in the event such real property is off-site. The financing and acquisition of such public improvements shall be governed by an Acquisition and Funding Agreement(s) to be entered into by and between a Community Facilities District formed by City and Developer. In the event Developer does not own a sufficient interest in the real property on or within which such public facilities are required to be constructed by Developer and, after exercise of best efforts by Developer to acquire a sufficient interest in such real property to enable Developer to construct such public facilities for a period of thirty (30) days and Developer cannot do so, City shall use its best efforts, or require

the Community Facilities District(s) to use best efforts, to acquire such real property interest. In the event neither the City nor the Community Facilities District(s) do not or cannot acquire such real property interest, the requirement that Developer construct the public improvement(s) that would have been constructed in such real property shall be waived by the City.

8. Permitted Uses; Density; Building Heights and Sizes; Required Dedications. The City and Developer hereby agree that the permitted uses of the Property, the density and intensity of such uses, the maximum heights and sizes of the buildings and improvements to be constructed on the Property, and the reservation and dedication of land for public purposes, if any, required in connection with the development of the Property shall be as set forth in and consistent with the Project Approvals, as they may be lawfully amended by City and Developer from time to time. Developer shall not cause or permit any use of the Property that is not permitted by the Project Approvals and shall not cause or permit the construction of any building or improvement that exceeds the maximum density, building heights and/or building sizes set forth in or otherwise required by the Project Approvals, as they may be lawfully amended by City and agreed to by Developer from time to time.

9. Developer's Rights. Developer shall have and is hereby vested with the rights, during the term of and in accordance with this Agreement, including any extensions thereof, to develop the Project as set forth in the Project Approvals, as they may be lawfully amended by City and agreed to by Developer from time to time, all of which are hereby incorporated in this Agreement by reference. Developer shall pay any Developer Fees in connection with the Project at the rate and amount in effect at the time such fees are paid.

10. Changes in Applicable Rules, Uniform Codes, State and Federal Law and Processing Fees.

(a) Subsequent Land Use Regulations. The adoption of any Subsequent Land Use Regulations after the Effective Date, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees as provided in this Agreement), including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City including, but not limited to, the City Council of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules or Developer's entitlements under the Project Approvals, shall not be applied to the Project during the term of this Agreement, as set forth in Section 6 hereof, unless such changes are accepted by Developer or represent an exercise of the City's Reserved Powers.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, mechanical, plumbing and electrical codes and regulations which are based on the recommendations of a multi-state professional organization

and become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

(c) Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project by applicable California or federal laws or regulations. If the City or Developer believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement. For the purposes of this Agreement, the City's determination as to the applicability of California or federal laws to the Project shall be final and conclusive.

(d) Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Developer Fees and Processing Fees imposed by the City, provided that such a change is applied on a citywide basis.

11. Developer Obligations.

(a) Conditions of Approval. Developer shall comply with the Conditions of Approval.

(b) Reimbursement of Project Approval Costs. No later than the thirty (30) days following the Effective Date, Developer shall reimburse the City for all of its costs to process the Project Approvals, including legal and environmental processing costs related to such Project Approvals and preparation of this Agreement, if any.

(c) Processing Fees. Developer agrees to pay all Processing Fees, including City plan check fees, building inspection fees, and permit fees, at the rate and amount in effect at the time the fee is required to be paid.

(d) Prevailing Wages. The City hereby states pursuant to Section 1781 of the Labor Code of the State of California, and Developer hereby acknowledges, that the financing through a Community Facilities District of any portion of the public improvements required by the Conditions of Approval (collectively, the "Required Public Improvements") constitutes payment in part out of public funds of "public work" (as defined in, and within the meaning of, Section 1720 of the Labor Code) to which Section 1771 of the Labor Code applies. Accordingly, Developer hereby agrees that if a Community Facilities District is established by the City to finance any portion of the Required Public Improvements, the Developer shall cause the construction of any and all Required Public Improvements to be performed as "public work" to which prevailing wages apply pursuant to Section 1771 of the Labor Code. Without limiting the foregoing, in the event that such a Community Facilities District is established by the City, Developer agrees to comply with the provisions of Sections 1720 et seq. of the Labor Code with respect to prevailing wages and agrees that all construction contracts for such "public work" shall call for payment of prevailing wages as required thereby.

As used in this Section 11(d), “Conditions of Approval” means, with respect to any portion of the property within the Project, the conditions of approval of all land use entitlements approved by the City or any other governmental agency and the conditions of any development agreement (including this Agreement), subdivision improvement agreement or other agreement between Developer and the City or any other governmental agency relating to such property which conditions must be satisfied in order to develop such property, including without limitation the Project Approvals.

Additionally, in furtherance of Section 1781(a)(2)(C) of the Labor Code, in the event that a Community Facilities District is established by the City to finance any portion of the Required Public Improvements, Developer agrees to comply with all payment bonding requirements of the City with respect to any and all Required Public Improvements. Without limiting the foregoing, in the event that such a Community Facilities District is established by the City, Developer shall provide to the City, prior to commencement of construction under each subject construction contract, a payment bond (i) securing with respect to such contract the payment of claims of laborers (including but not limited to the payment of prevailing wages as required by this Section 11(d)), material suppliers, and other persons as provided by law, (ii) conforming with the requirements of Sections 9550 and 9554 of the Civil Code of the State of California, and (iii) naming the City and the Community Facilities District as obligees unto which Developer, as principal, and the surety are bound. In the event a contractor to whom Developer awards a subject construction contract provides a payment bond meeting the requirements of the foregoing paragraph and also naming Developer as an additional obligee unto which the contractor, as principal, and the surety are bound, such contractor’s payment bond shall be deemed as the provision by Developer of a payment bond hereunder.

Notwithstanding the foregoing, the City and Developer agree that (x) this Agreement is not intended to be a public works contract; (y) the Required Public Improvements are of local and not state-wide concern; and (z) the foregoing shall not in any way imply or be construed to mean that this Agreement or the Required Public Improvements constitute a public work for any purpose other than to assure compliance with the Labor Code.

(e) Public Benefits. In connection with development of the Project, Developer shall provide public benefits to the City as follows:

1) Public Trails. Upon completion of improvements identified in the attached Exhibit “F-1,” Developer shall make an irrevocable offer of dedication to City of an approximately 12.77-acre public trail network improved in accordance with a trail improvement plan to be agreed upon by City and Developer. The improved public trails shall be in the general locations depicted on the Public Open Space/Trails/Park/Community Center Plan depicted on Exhibit “E” attached hereto and incorporated herein by this reference. All public trail improvements shall be completed in accordance with the Final Community Park and Trails Improvement and Landscape Plan attached hereto as Exhibit “F-1” and incorporated herein by this reference and the adopted Project Approvals prior to, or upon, the issuance of a certificate of occupancy for the Three Hundred Fiftieth (350th) residential unit (excluding model homes) developed as part of the Project. The Developer estimates the financial obligation for the public trail improvements to be Four Million Dollars (\$4,000,000.00).

2) Public Community Park. Upon completion of improvements identified in the attached Exhibit "F-1," Developer shall make an irrevocable offer of dedication to the City of parcels of real property totaling approximately 12.79-acres in the general location depicted on the Public Open Space/Trails/Park/Community Center Location Plan depicted on Exhibit "E" attached hereto and incorporated herein by this reference for use as a public community park. Prior to, or upon, issuance of a certificate of occupancy for the Three Hundred Fiftieth (350th) residential unit (excluding model homes) developed within the Project, Developer shall complete all improvements within the dedicated area in accordance with the plan depicted on the Final Community Park and Trails Improvement and Landscape Plan attached hereto as Exhibit "F-1" and incorporated herein by this reference. The Developer estimates the financial obligation for the public park improvements to be Seven Million Eight Hundred Thousand Dollars (\$7,800,000.00).

3) Public Community Center and Parking Lot. Upon completion of improvements identified in the attached Exhibit "F-2," Developer shall make an irrevocable offer of dedication to the City of approximately 3.3 acres of land in the general location depicted on the Public Open Space/Trails/Park/Community Center Plan at Exhibit "E" attached hereto and by this reference incorporated herein, which comprises the existing golf course clubhouse building and parking lot. Developer shall construct and install the improvements to the land and golf course clubhouse for use as a public community center in accordance with the Final Community Center and Parking Lot Improvement Plan depicted on Exhibit "F-2" hereto and by this reference incorporated herein. All such improvements shall be constructed and installed prior to the issuance of a certificate of occupancy for the Three Hundred and Fiftieth (350th) residential unit (excluding model homes). The Developer estimates the financial obligation for such land and building improvements to be Five Million Dollars (\$5,000,000.00).

4) Public Road. Prior to, or upon recordation of the first final map for residential development purposes, Developer shall dedicate to the City the right-of-way for ingress and egress to and from the public community center, park, and trails described in subsections 1, 2, and 3 of this Section 11(e) to the Westridge Community gate and that portion of Trevino Court located within the Project boundary as a public street. Developer shall construct and install all improvements as shown on the Project Approvals for such public street prior to the issuance of a certificate of occupancy for the Three Hundred and Fiftieth (350th) residential unit (excluding model homes). The Developer estimates the financial obligation for such improvements to be One Million Dollars (\$1,000,000.00).

5) Wildlife Habitat/Open Space. Developer shall provide for permanent reservation and the mechanism for ultimate ownership and perpetual maintenance of approximately 9.86 acres of open space for preservation and enhancement of coastal sage scrub wildlife habitat as legally described and depicted in Exhibit "G" attached hereto and by this reference incorporated herein, with the foregoing all to be approved as stated on the Mitigation Monitoring and Reporting Program for the Project. The reservation includes the preservation of 4.05 acres of existing coastal sage scrub occupied by gnatcatchers within the existing golf course and the replacement of existing golf course greens and fairways with an additional 5.81 acres of California sagebrush coastal sage scrub habitat. All replacement of golf course greens and fairways with coastal sage scrub habitat shall be in conformance with an approved Habitat Mitigation and Monitoring Plan.

6) Public Street Frontage Improvements on Beach Blvd. Prior to issuance of the One Hundred Sixty Sixth (166th) multi-family residential certificate of occupancy, Developer shall construct and install and thereafter provide for perpetual maintenance of landscape improvements on approximately 1.9 acres of Beach Boulevard frontage in the general location depicted on the Beach Boulevard Streetscape Landscaping and Maintenance Plan as generally depicted on Exhibit "H" attached hereto and by this reference incorporated herein.

7) Public Benefit Contribution. Developer shall pay to City a Public Benefit Contribution in the aggregate amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), to be spent in part on future improvements to various parks and community facilities. Developer shall pay Three Thousand Three Hundred Forty-Nine Dollars (\$3,349.00) of the Public Benefit Contribution to City upon issuance of each residential building permit within the Project beginning with issuance of the first residential building permit until the aggregate of all Public Benefit Contribution payments total One Million Five Hundred Thousand Dollars (\$1,500,000.00); provided, however, Developer, in the exercise of Developer's sole and absolute discretion, may prepay all or a portion of the Public Benefit Contribution. In the event Developer pays a portion of the Public Benefit Contribution prior to the date at which such portion would otherwise be due, the balance of the aggregate amount of the Public Benefit Contribution shall be prorated and paid in equal installments with the issuance of each residential building permit for the Project.

8) Affordable Housing Fee. Developer shall pay to City an Affordable Housing Fee in the aggregate amount of One Million Dollars (\$1,000,000.00). Developer shall pay Two Thousand Two Hundred Thirty-Three Dollars (\$2,233.00) of the Affordable Housing Fee to City upon issuance of each residential building permit within the Project beginning with issuance of the first residential building permit until the aggregate of all Affordable Housing Fee payments total One Million Dollars (\$1,000,000.00); provided, however, Developer, in the exercise of Developer's sole and absolute discretion, may prepay all or a portion of the Affordable Housing Fee. In the event Developer pays a portion of the Affordable Housing Fee prior to the date at which such portion would otherwise be due, the balance of the aggregate amount of the Affordable Housing Fee shall be prorated and paid in equal installments with the issuance of each residential building permit for the Project.

(f) Development of Planning Area (PA 5). The Rancho La Habra Specific Plan designates the Planning Area 5 portion of the Project as Mixed-Use Center 1, which authorizes development of a maximum of Twenty Thousand (20,000) square feet of retail/commercial space or a maximum of 46 multi-family residential units. Developer commissioned a study to determine the feasibility of development retail/commercial uses within Planning Area 5. The study recommends that no retail/commercial uses be developed within Planning Area 5. Accordingly, Developer has proposed that Planning Area 5 shall be developed with a maximum of 46 multi-family residential units as studied in the EIR; provided, however, planning and development of Planning Area 5 shall be integrated with planning and development of Planning Area 1 such that the two planning areas shall be planned and developed as a single planning area.

12. City Obligations.

(a) Park Fee Credits. City shall apply credits against City's park fees assessed pursuant to Government Code Sections 66477 and 66000, et seq. in the amount of the sum of the value of the land dedicated to City as required by Section 11(e)(1) (2) and (3) of this Agreement, and for private park and recreation facilities developed within the Project that benefit residents of the Project together with the costs incurred by Developer to construct improvements thereon; provided, however, in no event shall the City be liable for any payment to Developer on account of park fee credits that exceed the amount of park fees that would otherwise be assessed.

(b) Issuance of Permits. City shall be under no obligation to issue a Building Permit for any portion of the Project until: (i) all the fees and other obligations set forth in Section 11 and due prior to or concurrent with issuance of the Building Permit have been fully paid or otherwise fulfilled or satisfied; and (ii) any lender whose lien is prior and superior to any lien created by this Agreement or any conveyance or covenant required by this Agreement shall have agreed to subordinate its lien to the liens, conveyances and covenants created and required by this Agreement. The forgoing notwithstanding, nothing herein shall limit or restrict the ability of the City to grant Building Permits for the buildings and structures existing on the Property as of the Effective Date or limit or restrict the right of Developer to secure Building Permits for buildings or structures existing on the Property as of the Effective Date.

13. Default. Failure by City or Developer to perform any term or provision of this Agreement for a period of thirty (30) days from the receipt of written notice thereof from the other shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. Said notice shall specify in detail the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the notifying party, at its option, shall have all rights and remedies provided by law and/or may give notice of intent to terminate this Agreement pursuant to Government Code Section 65868. Following such notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within thirty (30) calendar days in the manner set forth in Government Code Sections 65867 and 65868. Following consideration of the evidence presented in said review before the City Council and a determination that a default exists, the Party alleging the default by the other Party may give written notice of termination of this Agreement to the other Party. Upon any such termination, the respective rights, duties and obligations of the Parties hereto shall without further action cease as of the date of such termination (except as to duties and obligations that arose prior to the date of such termination).

Developer specifically agrees that it has no authority under this Agreement or otherwise to seek monetary damages against the City for any alleged default or breach of this Agreement by the City and agrees that in no event shall monetary damages be available against the City for any alleged default or breach by the City; provided, however, Developer may seek specific performance of each and every term, provision and condition of this Agreement.

14. Termination and Expiration. Upon the expiration of the term or earlier termination of this Agreement, the vested rights provided by this Agreement shall terminate and be of no further force or effect. However, such expiration or termination shall not affect Developer's obligations under Section 11, nor the obligation to pay any claim of any Party hereto arising out of the provisions of this Agreement prior to the effective date of such termination provided that a Building Permit has been issued for any portion of the Project. After a Building Permit has been issued for any portion of the Project, the obligations under Section 11, and the obligation to pay any claim arising before the effective date of expiration or termination shall continue after termination in perpetuity or until completed.

15. Transfers of Interests in Property or Agreement. In the event of a proposed transfer of interest in the Property or in this Agreement by Developer to a transferee other than a retail purchaser of an individual residential unit, Developer agrees to provide the City at least thirty (30) days written notice of such proposed transfer and shall provide satisfactory evidence that the transferee will assume in writing through an assignment and assumption agreement all remaining obligations of Developer under this Agreement. The assignment and assumption agreement shall be in a form reasonably satisfactory to the City's attorney. However, Developer has no obligation to obtain the consent of the City to assign this Agreement to a transferee. Notwithstanding the foregoing: (i) the terms, covenants and conditions of this Agreement shall be binding upon any transferee whether or not such an assignment and assumption agreement is signed by the assignee upon acquiring the Property; and (ii) no such transfer shall relieve Developer (transferor) of any obligations under this Agreement unless: (A) at least thirty (30) days before any transfer, Developer has submitted to City the name of the proposed transferee and financial information regarding the transferee reasonably satisfactory to the City's Chief Financial Officer, and the City determines, prior to transfer, that the proposed transferee is able to satisfactorily fulfill the obligations of this Agreement; and (B) the transferee accepts, in writing, the obligations of Developer under this Agreement. Such writing shall be in form and content reasonably satisfactory to the City's attorney.

16. Mortgagee Protection.

(a) In General. The provisions of this Agreement shall not prevent or limit Developer's right to encumber 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 such portion. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation or modification. The City shall 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 and does not diminish the City's benefits from this Agreement or the security for those benefits. Any Mortgagee shall be entitled to the rights and privileges set forth in this Section.

(b) Notice of Default to Mortgagee. If a Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, the City shall exercise its best efforts to provide to such Mortgagee written notification from the City of any failure or default by

Developer in the performance of Developer's obligations under this Agreement, which notification shall be provided to such Mortgagee at such time as such notification is delivered to Developer.

(c) Right of Mortgagee to Cure. Any Mortgagee shall have the right, but not the obligation, to cure any failure or default by Developer during the cure period allowed Developer under this Agreement plus an additional sixty (60) days if, in order to cure or commence cure of such failure or default, it is necessary for the Mortgagee to obtain possession of the property such as by foreclosure (whether judicial or non-judicial foreclosure) or seeking the appointment of a receiver or other legal process so long as Mortgagee diligently pursues such possession. Any Mortgagee that undertakes to cure or attempt to cure any such failure or default shall provide written notice to the City that it is undertaking efforts of such a nature; provided that no initiation of any such efforts by a Mortgagee shall obligate such Mortgagee to complete or succeed in any such curative efforts.

(d) Liability for Past Defaults or Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Agreement and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Agreement. Nothing in this Section 16 shall prevent City from exercising any remedy it may have for a default under this Agreement, provided, however, that in no event shall such Mortgagee be personally liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such Mortgagee.

17. Binding Effect. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, reorganization, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors and assigns. All of the provisions of this Agreement shall constitute covenants running with the land.

18. Indemnification and Hold Harmless.

(a) Developer Indemnity. Developer agrees to and shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement; provided, however, Developer's obligation to indemnify, hold harmless and defend the City and its respective officers, officials, members, agents, employees and representatives shall not extend to liabilities or claims for death or personal injury and claims for property damage resulting from the active negligence or willful misconduct of the City or its respective officers, officials, members, agents, employees and representatives. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section, regardless of whether or not the City prepared, supplied, or approved plans or

specifications, or both. In the event of litigation, the City agrees, at no cost to the City, to cooperate with Developer. This indemnification, hold harmless and defense requirement shall survive the termination or expiration of this Agreement. The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend the City in any such action.

(b) Legal Challenges. In the event of any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals or the FEIR prepared and certified for the Project, Developer shall defend, at its own expense, the action or proceeding. In addition, Developer shall reimburse the City for the City's costs, including all attorneys' fees, in defending any court action or proceeding challenging the validity of this Agreement, any of the Project Approvals, or the FEIR. Developer shall also pay any award of costs, expenses, and fees that the court having jurisdiction over such challenge makes in favor of any challenger and against the City. Developer shall cooperate with the City in any such defense as the City may reasonably request and may not resolve such challenge without the agreement of the City. In the event Developer fails or refuses to reimburse the City for its actual costs (without allocation of overhead or administrative charges) to defend any challenge to this Agreement, the Project Approvals or the FEIR, the City shall have the right to terminate this Agreement, subject to the notice and cure requirements of Section 13 above. In all events, the City shall have the right to resolve any challenge in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall alter or amend the Project Approvals in any manner, or require that the City alter or amend such Project Approvals, or require a payment by Developer or limit Developer's rights under this Agreement. Additionally, in the event of any litigation or referendum initiated by third parties to attack, set aside, modify, void or annul this Agreement, any of the Project Approvals, or the FEIR (a "Challenge"), the term of this Agreement shall be tolled for the period during which such Challenge is proceeding until fully and finally resolved.

In order to ensure compliance with this Section 18(b), within twenty (20) days after notification by the City of the filing of any claim, action or proceeding to attack, set aside, void or annul this Agreement, any of the Project Approvals or the FEIR prepared and adopted for the Project, Developer shall deposit with the City cash or other security in the amount of One Hundred Thousand Dollars (\$100,000.00), satisfactory in form to the City's attorney, guaranteeing indemnification or reimbursement to the City of all costs related to any action triggering the obligations of this Section 18. If the City is required to draw on that cash or security to indemnify or reimburse itself for such costs, Developer shall restore the deposit to its original amount within fifteen (15) days after notice from the City. Additionally, if at any time the City's attorney determines that an additional deposit or additional security up to an additional Fifty Thousand Dollars (\$50,000.00) is necessary to secure the obligations of this section, Developer shall provide such additional security within fifteen (15) days of notice from the City's attorney. The City shall promptly notify Developer of any claim, action or proceeding within the scope of this Section 18 and the City shall cooperate fully in the defense of any such claim or action but shall have the right to resolve any challenge in any manner, in its sole discretion, provided, however, Developer's consent shall be required if the resolution of the challenge shall require a payment by Developer or limit Developer's rights under this Agreement.

(c) Developer agrees that it shall have no claim or cause of action, and shall not initiate any proceeding or any litigation against the City in the event that any of the following

occurs: (i) a successful legal challenge by a third party or parties to the Project Approvals, the FEIR, or the Agreement; (ii) the submittal to the City by a third party or parties of referendum petitions challenging the legislative Project Approvals or the Agreement, after which the legislative Project Approvals or the Agreement are repealed; or (iii) a successful referendum on the legislative Project Approvals or the Agreement.

19. Relationship of the Parties. The Parties acknowledge and agree that Developer is not acting as an agent, joint venturer or partner of the City, but is, in fact, an independent contractual party and not in any way under the control or direction of the City except as is expressly provided to the contrary in this Agreement.

20. Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Orange within ten (10) days following its execution by both Parties. Developer shall reimburse the City for all costs of such recording, if any.

21. No Third-Party Beneficiaries. The only signatories to this Agreement are the City and Developer. There are no third-party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever other than the successors in interest of the signatories.

22. Advice-Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against either of the Parties in its capacity as draftsman, but in accordance with its fair meaning.

23. Certificate of Compliance. At any time during the term of this Agreement, any Mortgagee or other party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other party within ten (10) Business Days of receipt of the written request therefor.

24. Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Agreement. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

25. Periodic Reviews.

(a) Annual Reviews. The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement and Government Code Section 65865.1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to the City by Developer. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(b) Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by the City, unless such a special review demonstrates that Developer is not acting in good faith compliance with the provisions of this Agreement. In such cases, Developer shall reimburse the City for all costs, direct and indirect, incurred in conjunction with such a special review.

(c) Procedure for Review. The City's Director of Community and Economic Development (the "Community and Economic Development Director") shall conduct the review contemplated by this Section 25 to ascertain whether Developer has complied in good faith with the terms and conditions of this Agreement during the period for which the review is conducted. The Community and Economic Development Director shall give Developer written notice that any such review has been commenced and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide to the Community and Economic Development Director such information as Developer deems relevant to such review. In addition, upon the written request of the Community and Economic Development Director, Developer shall furnish such documents or other information as requested by the Community and Economic Development Director.

(d) Result of Review. If, following such a review, the Community Development and Economic Director finds good faith compliance by Developer with the terms and conditions of this Agreement, the Community and Economic Development Director shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Agreement through the period of such review. Such certificate shall be in recordable form and shall contain such information as may be necessary to impart constructive record notice of the finding of good faith compliance hereunder. Developer shall have the right to record such certificate of compliance in the Official Records of the County of Orange.

If, following such a review, the Community and Economic Development Director finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the Community and Economic Development Director shall specify in writing the respects in which Developer has failed to so comply. The Community and Economic Development Director shall provide Developer with written notice of such noncompliance as provided in Section 12 and the City may follow the default procedures as set forth in Section 13.

(e) Effect on Default Procedures. Nothing in this Section 25 shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section 25, or from terminating this Agreement pursuant to the provisions of Section 13 following any event of default by Developer provided Developer has not cured, or commenced cure, such default.

26. Future Litigation Expenses.

(a) Payment of Prevailing Party. If the City or Developer brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim or arbitration proceeding) by reason of default, breach, tortious

act, or act or omission, arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(b) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

27. Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include," "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation."

28. Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

(a) City and Developer, by mutual agreement, may terminate or amend the terms of this Agreement, and the amendment or termination shall be accomplished in the manner provided under California law for the enactment of Development Agreement amendments.

(b) Except as may be otherwise agreed to by the Parties, no amendment of this Agreement shall be required in connection with the issuance of any Subsequent Project Approval. Any Subsequent Project Approval issued after the Effective Date of this Agreement automatically shall be incorporated into this Agreement and vested hereby.

29. Alterations. No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Agreement and made in the manner required by the Development Agreement Act.

30. Waiver. The failure of either Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election or option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official or officer on behalf of such Party.

31. Severability. If any article, section, subsection, term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Agreement, or the application of the same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent

permitted by law, except that if any provision of Section 11 is held invalid or unenforceable before approval of a tentative or vesting tentative subdivision map for the Project, then this entire Agreement shall be void and unenforceable and of no further force and effect.

32. Force Majeure. Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of “Permitted Delay,” which Permitted Delay shall mean and include delay caused by an event beyond the reasonable control of the Party claiming the delay (and despite the good faith efforts of such Party) that prevents the Party from fulfilling the obligations for which it seeks excuse including without limitation all of the following to the extent that they prevent the Party claiming delay from fulfilling the obligation from which it seeks to be excused: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake or other casualties; failure, delay or inability of the other Party to act; terrorism, and litigation brought by a third party attacking the validity of this Agreement, the Project Approvals or the EIR.

33. Notices. All notices, disclosures, demands, acknowledgments, statements, requests, responses and other communications (each, a “Communication”) to be given under this Agreement shall be in writing, signed by a signatory hereto (or an officer, agent or attorney of such party) giving such Communication, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To Developer: Lennar Homes of California, Inc.
15131 Alton Parkway, Suite 365
Irvine, CA 92618
Attn: Jeremy Parness, President,
Southern California Coastal Division

With Copy to: Nossaman LLP
18101 Von Karman Ave., Ste. 1800
Irvine, CA 92612
Attn: Gregory W. Sanders, Esq.

To City: City Manager
City of La Habra
110 East La Habra Boulevard
La Habra, CA 90631

With Copy to: Richards | Watson | Gershon, APC
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Attn: Ginetta L. Giovinco, Esq.

Any signatory hereto may from time to time, by notice given to the other signatories hereto pursuant to the terms of this Section 33 change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

34. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of California.

35. Time is of the Essence. Time is of the essence of this Agreement and every term or performance hereunder.

36. Entire Agreement. This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto.

37. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

38. Compliance With Law. Notwithstanding any provision of this Agreement, the Parties agree to comply with all federal, state and local laws and to act in good faith and reasonably in carrying out the terms of this Agreement.

39. Authorization. Each person executing this Agreement represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Agreement on behalf of the Party for which execution has been made.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the _____ day of _____, 20____.

CITY OF LA HABRA,
a Municipal Corporation

Mayor of the City of La Habra, California

ATTEST:

_____(SEAL)

City Clerk

LENNAR HOMES OF CALIFORNIA,
INC., a California corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

Ginetta Giovinco
RICHARDS | WATSON | GERSHON

APPROVED AS TO CONTENT:

City Manager

EXHIBIT "A"

Legal Description of Property

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel 1:

Parcel 1 of that certain Lot Line Adjustment No. 02-02, in the City of La Habra, County of Orange, State of California, recorded October 15, 2003 as Instrument No. 2003001271343 of Official Records, more particularly described as follows:

Lot 232 of Tract No. 15030, in the City of La Habra, County of Orange, State of California, as shown on a map recorded in Book 766, Pages 20 through 34, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said county. Except therefrom, any of said Lot which lies Northeasterly of the following described line: Commencing at the Northeasterly terminus of that certain course in the boundary of said Lot having a bearing of North 45 06' 45" East and a distance of 1063.70 feet, said course also being the Southeasterly right-of-way line of Beach Boulevard as shown on said map; Thence along said line South 45 06' 45" West 38.75 feet to the true point of beginning of the line herein described; thence traversing the interior of said Lot 232, South 44 50' 20" East 181.91 feet; thence South 82 57' 35" East 63.84 feet to the intersection with that certain course in the boundary of said Lot 232 having a bearing of North 45 00' 05" West and a distance of 312.54 feet. Except therefrom any and all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet, as more particularly set forth and provided in that certain document recorded October 25, 1990 as Instrument No. 90-566821 of Official Records.

Parcel 2:

A non-exclusive easement for storm drains and sewer line installation and maintenance and incidental purposes as more particularly set forth in that certain document entitled "Sewer Line and Storm Drain Easement" recorded November 10, 2003 as Instrument No. 2003001372733 of Official Records, over, across and through that portion of Lot 232 of Tract No. 15030, in the City of La Habra, County of Orange, State of California, as shown on a map recorded in Book 766, Pages 20 through 34, inclusive, of Miscellaneous Maps, in the office of the County Recorder of said county and being more particularly described as follows:

Commencing at a point on the Southeasterly right of way of Beach Boulevard, 142 feet wide as shown on said Map, said point being the most Westerly corner of Parcel 2 as shown on a Map of Parcel Map No. 2000-140, filed in Book 325, at Pages 7 through 19, inclusive, of Parcel Maps, Records of said County; thence along said right of way line, South 45 06' 45" West, a distance of 24.89 feet to the true point of beginning of the parcel herein described; thence leaving said line and traversing the interior of said Lot 232, South 44 59' 32" East, 200.27 feet; thence North 82 57' 35" West, 23.32 feet; thence North 44 50' 20" West, 181.91 feet to said right of way line; thence along said line North 45 06' 45" East, 13.86 feet to the true point of beginning.

Assessor's Parcel Number: 019-481-04

EXHIBIT "B"

Development Plan

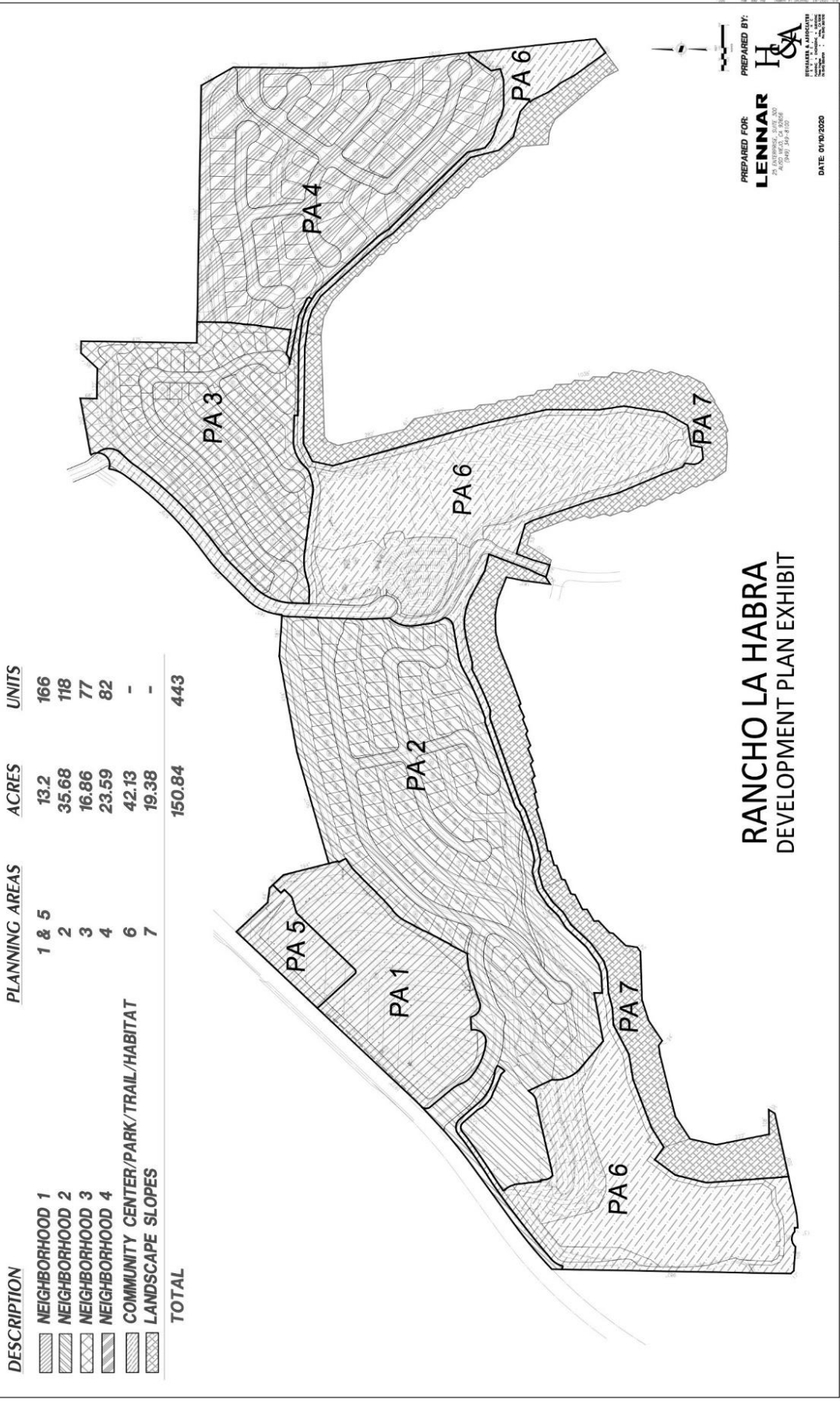


EXHIBIT "C"

Development Phasing

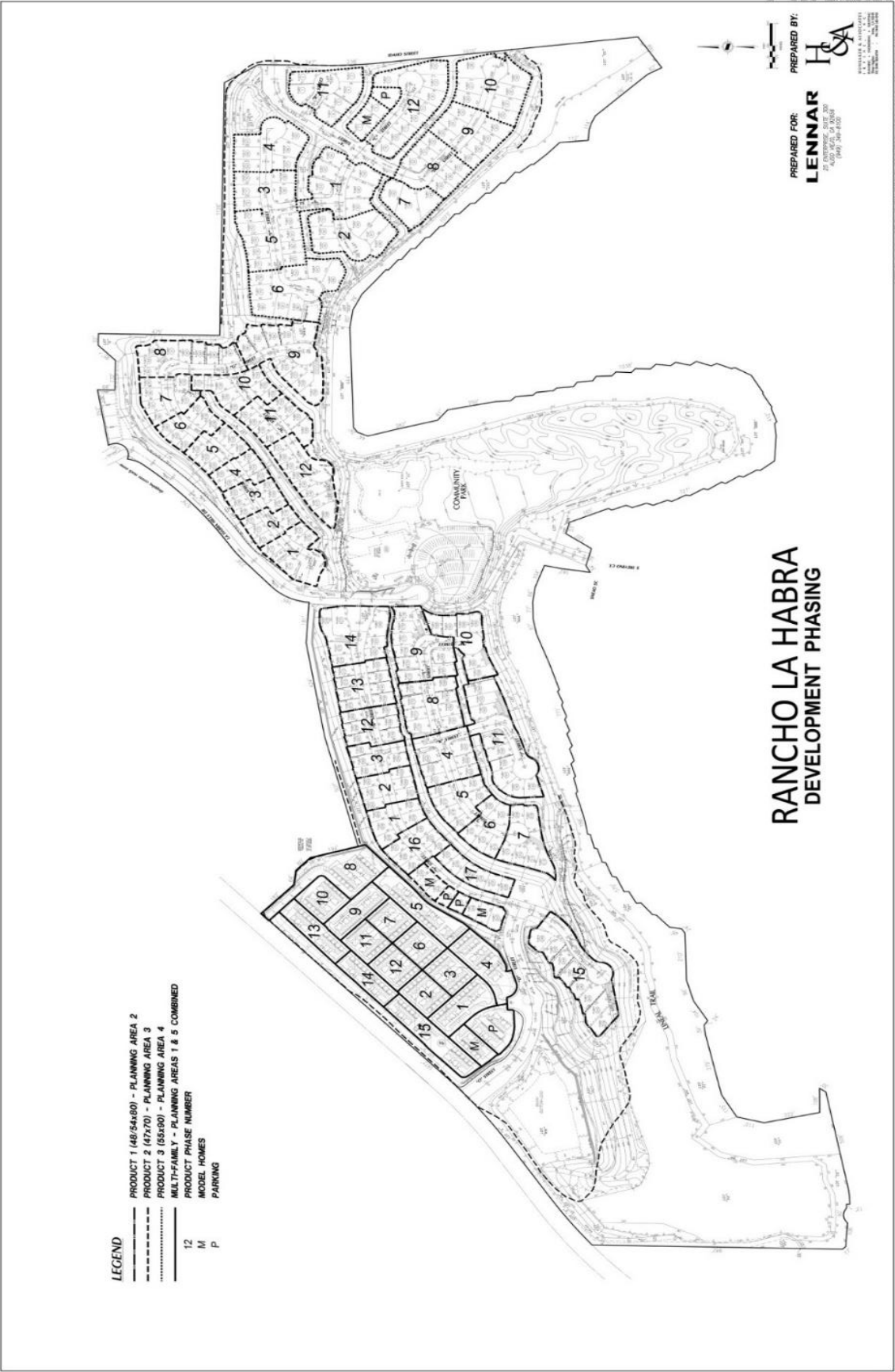


Exhibit C

EXHIBIT "D"

Community Facilities District (CFD)

Subject to applicable law as in effect from time to time and any limitations set forth in the Goals and Policies described in Section 7(d) of this Agreement, the following is a list of improvements and on-going maintenance costs, etc. eligible to be financed by a CFD for the Project established pursuant to Section 7(d):

Off-Site Traffic Impact Improvements

- Idaho Street Restriping (La Habra)
- Walnut @ Imperial Hwy. Traffic Signal (La Habra)
- Beach @ Artesia Blvd's Widening and/or Restriping (Buena Park)
- Hacienda Rd. @ Whittier Bl. Widening and/or Restriping (La Habra)
- Beach Blvd. @ Rosecrans Av. Widening and/or Restriping (La Mirada)
- Beach Blvd. @ La Mirada Bl/Malvern Av. Widening and/or Restriping (Buena Park)
- Beach Blvd. @ Lambert Road (CalTrans)
- Euclid Street & Imperial Highway (CalTrans)
- Imperial Highway – between Euclid Street & Harbor Blvd. (CalTrans)
- SR-57 Southbound Lanes – South of Imperial Highway (CalTrans)

On-Site Improvements

- La Habra Hills Drive Improvements (per VTTM No. 17845) (Dedicated to City)
- Realignment of S. Trevino Ct. (per VTTM No. 17845) (Dedicated to City)
- Detention Basin (VTTM 17845 - Lot WW)
 - & Landscaping, Retaining Walls, Fencing, Maintenance/Trail Access
 - (Dedicated or Easement to City)
- Detention Basin (VTTM 17845 - Lot X) & Landscaping (Dedicated or Easement to City)
- Underground Detention Basin (Lot P or alternate Lot RRR) (Dedicated to City)
- Beach Blvd. Storm Drain (Jack-&-Bore)
- Backbone Storm Drain (Dedicated to City)
- Backbone Sewer (Dedicated to City)
- Backbone Water (Dedicated to City)
- Beach Blvd. Streetscape Landscaping (Easement provided to City)
- Community Park and Trails
- Community Center and Parking Lot
- Relocation of Existing Water and Sewer Infrastructure

EXHIBIT "D"

Community Facilities District
(Continued)

Public Park, Open Space, Public Streetscape Landscape Maintenance

Community Center Building/Parking Lot/Signage Landscaping (Dedicated to City)

Lineal Trail/Recreation Amenities (per approved plan) (Dedicated to City)

Event & Park EVA's (2 – per approved plan) (Dedicated to City)

Public Park/Event/Recreation/Picnic Areas (per approved plan) (Dedicated to City)

Beach Blvd. Streetscape Landscaping (Easement provided to City)

La Habra Hills Drive & S. Trevino Ct. Streetscape Landscaping

EXHIBIT "E"

Public Open Space /Trails / Park / Community Center Location Plan

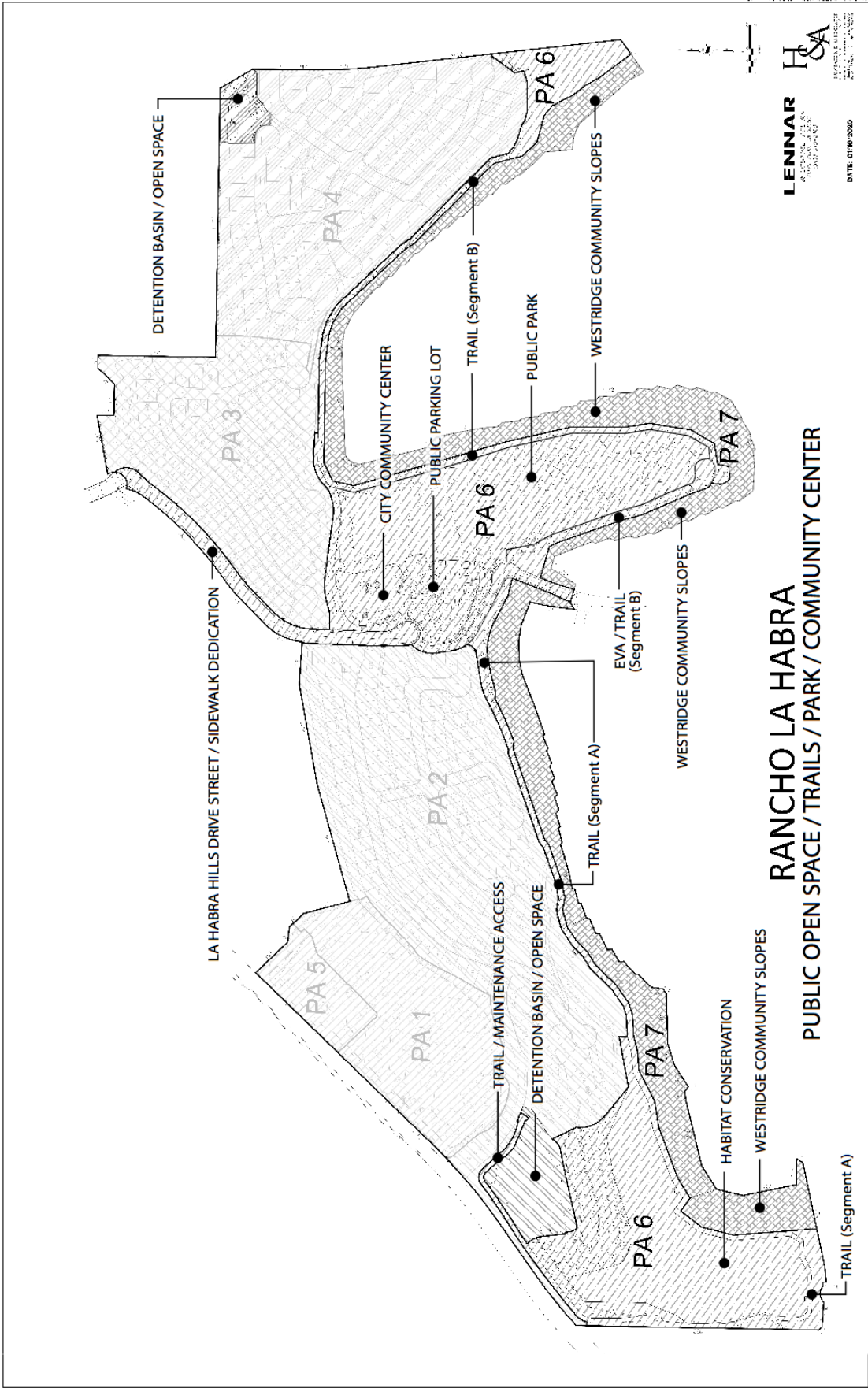
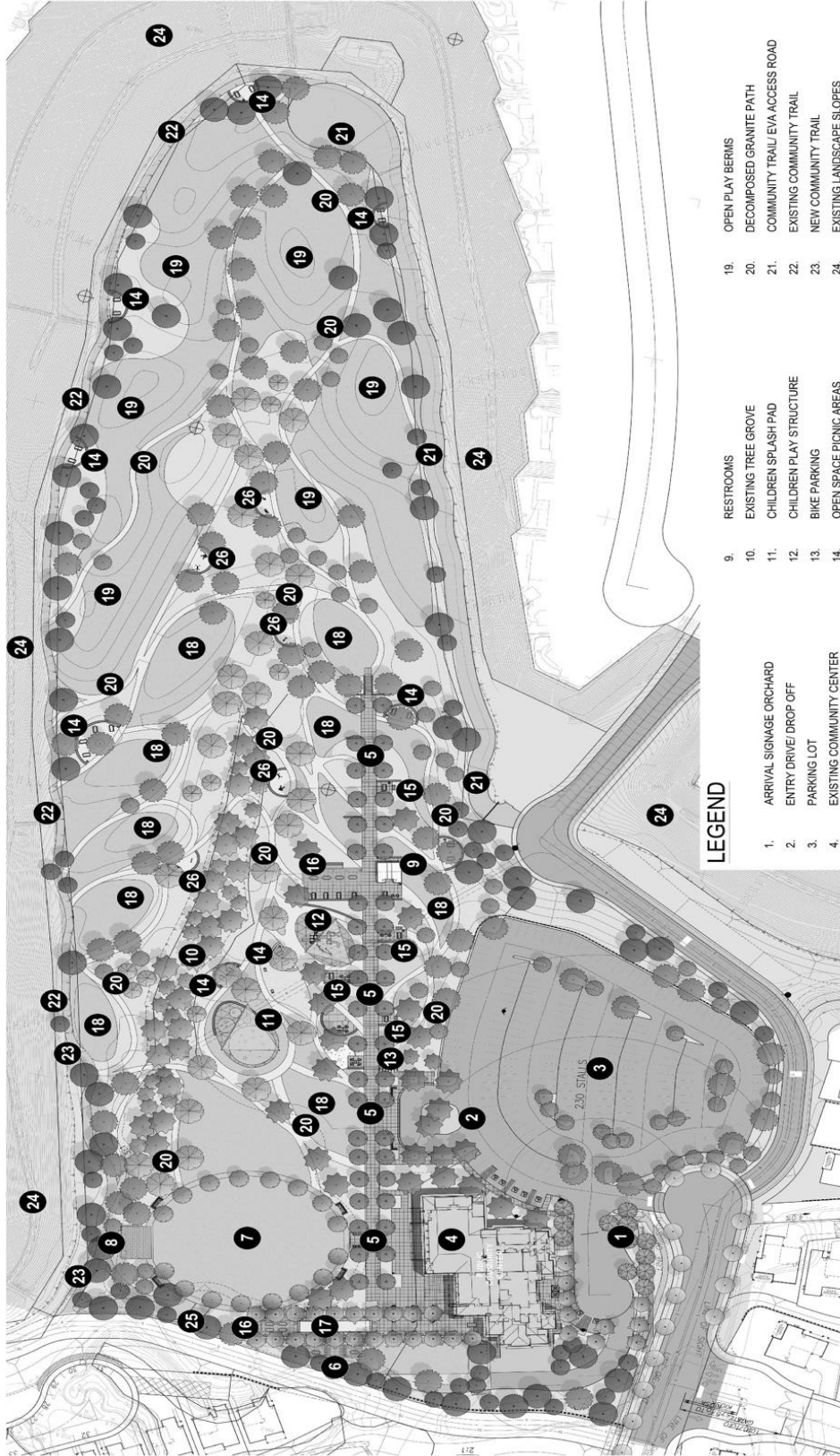


Exhibit E

EXHIBIT "F-1"

Final Community Park and Trails Improvement and Landscape Plan



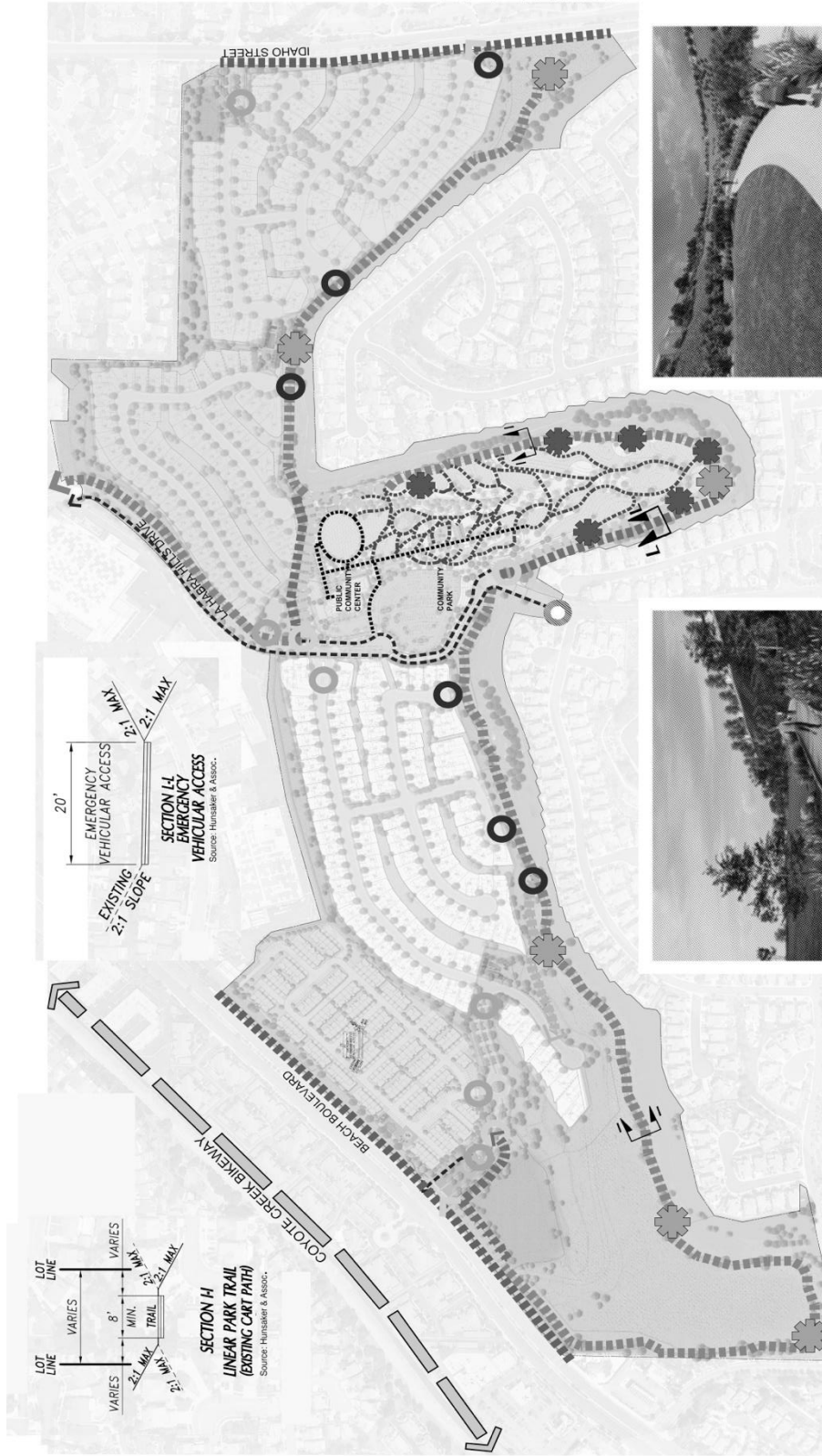
LEGEND

- | | | |
|-------------------------------|-------------------------------|-------------------------------------|
| 1. ARRIVAL SIGNAGE ORCHARD | 9. RESTROOMS | 19. OPEN PLAY BERMS |
| 2. ENTRY DRIVE/ DROP OFF | 10. EXISTING TREE GROVE | 20. DECOMPOSED GRANITE PATH |
| 3. PARKING LOT | 11. CHILDREN SPLASH PAD | 21. COMMUNITY TRAIL/EVA ACCESS ROAD |
| 4. EXISTING COMMUNITY CENTER | 12. CHILDREN PLAY STRUCTURE | 22. EXISTING COMMUNITY TRAIL |
| 5. PARK PROMENADE | 13. BIKE PARKING | 23. NEW COMMUNITY TRAIL |
| 6. FIRE PLACE LOUNGE PAVILION | 14. OPEN SPACE PICNIC AREAS | 24. EXISTING LANDSCAPE SLOPES |
| 7. GRAND LAWN | 15. SPINE PICNIC AREAS | 25. VEHICULAR ACCESS TO GRAND LAWN |
| 8. CONCERT PAVILION | 16. COVERED GROUP PICNIC AREA | 26. OUTDOOR EXERCISE EQUIPMENT |

RANCHO LA HABRA | Community Park Landscape Plan

LENNAR August 19, 2020





- LEGEND**
- DECOMPOSED GRANITE PARK TRAIL
 - CONCRETE PARK TRAIL
 - COYOTE CREEK BIKEWAY
 - EXISTING PERIMETER SIDEWALK
 - ENTRY DRIVE SIDEWALK
 - PRIVATE COMMUNITY TRAIL
 - 20' SERVICE VEHICULAR ACCESS WITH LIGHTING - EVA ACCESS
 - EXISTING CONCRETE PUBLIC TRAIL
 - NEW #1 PUBLIC COMMUNITY TRAIL WITH LIGHTING
 - OVERLOOK BENCH TRAIL FALLON
 - PICNIC TRAIL SEATING
 - PEDESTRIAN GATE
 - GATED ENTRY GATE
 - VEHICULAR SERVICE GATE
 - EXISTING VEHICULAR ENTRY GATE



DECOMPOSED GRANITE PARK TRAIL PERSPECTIVE



EXISTING CONCRETE TRAIL PERSPECTIVE

RANCHO LA HABRA | Community Trail Plan

LENNAR August 19, 2020



Rancho La Habra - Public Community Park

Program - 12.79 Acres

8/25/2020

Note: Development Program implements the Rancho La Habra Specific Plan, including plant materials and detailed Landscape Design Development Plans in Appendix A & B.

Description	Qty	UOM
<u>Hardscape Improvements</u>		
Pedestrian Concrete Paving 4" thick, grey/top cast	37,103	SF
Stablized D.G. paving	66,321	SF
Resilient tot lot surfacing	2,914	LF
Splash pad concrete paving 4" thick, colored/top cast	3,702	SF
Concrete 6" header 6" thick, grey/top cast	100	LF
Vehicular access concrete turf block	1,200	LF
18" ht. CMU Wall with precast Cap	1,868	LF
18" ht. Stair Cheek Walls	40	LF
Park Stairs	270	LF
Stair Handrail	40	LF
Painted stucco block wall w/ chalk board finish	16	LF
Sand box play area	612	SF
<u>Site Amenities</u>		
Adirondack chair	38	EA
8' bench	27	EA
4 top table	6	EA
8 top table	10	EA
Trash receptacle	28	EA
Picnic table	29	EA
Fireplace pavilion	781	SF
Family group picnic pavilion	409	SF
30'x40' Concert pavilion	1,200	SF
Group picnic trellis	1,195	SF
Greenfeilds Outdoor fitness units package 1 - 12 units	1	LS
Bike rack	7	EA
Water Odyssey 3,000 sf – pumps, nozzles, tanks, equipment.	1	LS
Splash pad installation	1	LS
Restroom building	589	SF
Tot lot 2-5 & 6-12 years	1	LS
Tot lot Shade Sail	1	LS
Water Play Area Shade Sail	1	LS
Water fill station	4	LS
<u>Landscaping</u>		
<u>Common area landscape</u>		
Irrigation controller poc & equipment	1	LS
Drip Irrigation	215,769	SF
15 Gallon Shrubs	-	EA
5 Gallon Shrubs	10,000	EA
1 Gallon Shrubs	16,506	EA
Soil amendments and fine grading	238,561	SF
<u>Turf</u>		
Irrigation controller poc & equipment	1	LS
Spray Irrigation	224,753	SF
Turf	224,753	SF
Soil amendments and fine grading	224,753	SF
<u>Trees</u>		
60" Box Tree	-	EA
48" Box Tree	-	EA
36" Box Tree	100	EA
24" Box Tree	203	EA
Root barrier 10% of trees	10	EA
3" mulch @ planting areas	215,769	SF
90 day maintenance	440,522	SF
<u>Lighting</u>		
Pathway lighting	30	EA
Area Lighting poles and fixtures	10	EA
Outdoor Pavilion Lighting fixtures	16	EA
Misc. conduit, wiring, controller, Bldg outlets, connect to power	1	LS



Rancho La Habra - Public Community Center & Parking Lot

Program - 3.3 Acres

8/25/2020

Note: Development Program implements the Rancho La Habra Specific Plan, including plant materials and detailed Landscape Design Development Plans in Appendix A & B.

Description	Qty	UOM
<u>Hardscape Improvements</u>		
AC Paving	93,490	SF
Curb and Gutter	3,531	LF
Pedestrian Concrete Paving 4" thick, grey/top cast	8,522	SF
Vehicular Service Paving 6" thick, grey/top cast	2,000	SF
DG Bocce Court w/ 6" concrete curb	1	LS
48" ht. Monument Walls w/ stucco finish	77	LF
18" ht. Stair Cheek Walls	35	LF
Concrete Access Stairs	100	LF
Stair Handrail	90	LF
<u>Site Amenities</u>		
Adirondack chair	11	EA
Trash receptacle	1	EA
Ping pong table	1	EA
6' Bench	4	EA
<u>Landscaping</u>		
<u>Common area landscape</u>		
Irrigation controller poc & equipment	1	LS
Drip Irrigation	22,279	SF
15 Gallon columnar shrubs	-	EA
5 Gallon Shrubs @3' o.c.	475	EA
1 Gallon Shrubs @3' o.c.	2,000	EA
Soil amendments and fine grading	22,279	SF
<u>Turf</u>		
Irrigation controller poc & equipment	1	LS
Spray Irrigation	3,151	SF
Turf	3,151	SF
Soil amendments and fine grading	3,151	SF
<u>Trees</u>		
60" Box Tree	-	EA
48" Box Tree	-	EA
36" Box Tree	20	EA
24" Box Tree	50	EA
Root barrier 30% of trees	7	EA
3" mulch @ planting areas	22,279	SF
90 day maintenance	25,430	SF
<u>Lighting</u>		
Monument sign lighting at entry	2	EA
Area Lighting poles and fixtures	10	EA
Misc. conduit, wiring, controller, outlets, connect to power	1	LS



**Rancho La Habra - Linear Park & Trail
Program - 12.77 Acres**

8/13/2020

Note: Development Program implements the Rancho La Habra Specific Plan, including plant materials and detailed Landscape Design Development Plans in Appendix A & B.

Description	Size	Qty	UOM
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SEGMENT A

Hardscape Improvements

Standard Concrete Paving Trail		25,394	SF
DG Paving Trail		25,185	SF

Site Amenities

Trellis		600	SF
Benches		3	EA
Water Fill Station		1	LS

Landscaping Open Space Park

Soil Prep and Fine Grade		373,678	SF
Mulch in Planting Areas		373,678	SF
Irrigation		373,678	SF
Specimen Tree		10	EA
36" Box Tree		97	EA
24" Box Tree		144	EA
5 Gallon Shrubs @ 5' o.c. average		10,355	EA
1 Gallon Shrubs @ 3' o.c. average		19,187	EA

SEGMENT B

Hardscape Improvements

Standard Concrete Paving Trail		20,690	SF
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Site Amenities

Trellis		400	SF
Benches		2	SF
Water Fill Station		1	EA

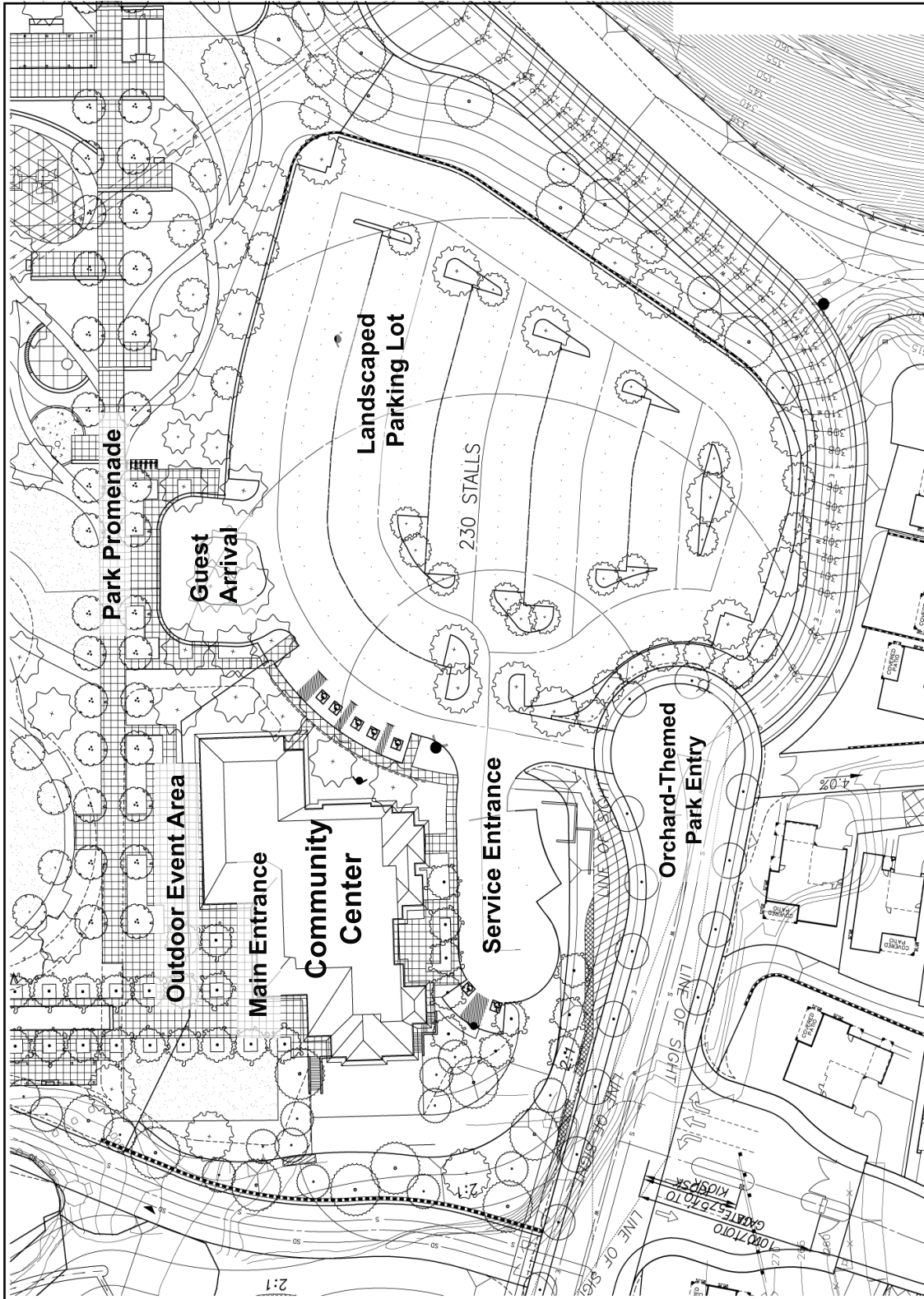
Landscaping Beach Boulevard Frontage

Soil Prep and Fine Grade		172,677	SF
Mulch in Planting Areas		172,677	SF
Irrigation		172,677	SF
36" Box Tree		20	EA
24" Box Tree		51	EA
5 Gallon Shrubs @ 5' o.c. average		14,972	EA
1 Gallon Shrubs @ 3' o.c. average		17,710	EA

Exhibit 'F-2'

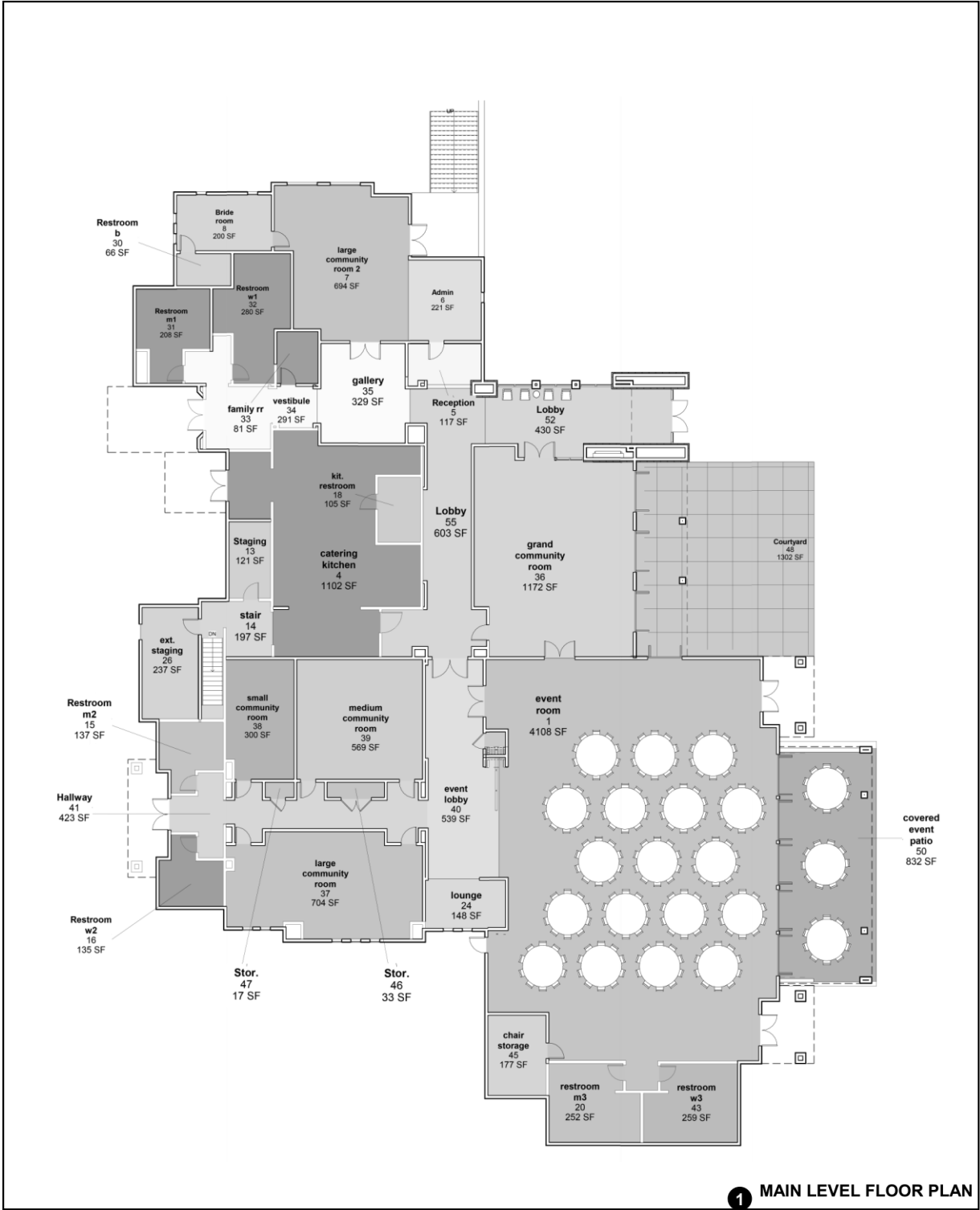
Final Community Center and Parking Lot Improvement Plan

Exhibit F-2



RANCHO LA HABRA | Final Community Center and Parking Lot Improvements

LENNAR JULY 27, 2020





ARCHITECTS

Project Program | Rancho La Habra Community Center |

August 24, 2020

Proposed Program:

Public Spaces and Community Spaces

593 S.F.: Lobby: Existing remodeled space and expansion to define entry and organize arrival and flow of users.

4,011 S.F.: Event Room, Main: Existing Banquet Room reduced in size to provide rationalized pre-function and separated restroom space.

1,187 S.F.: Event Room 2: Companion space to main event room. May be used as a separate space. Existing remodeled space.

1,172 S.F.: Grand Community Room: New and existing remodeled space

311 S.F.: Large Community Room A: Existing remodeled space

443 S.F.: Large Community Room B: Existing remodeled space

694 S.F.: Large Community Room 2: Existing remodeled space

329 S.F.: Gallery: Existing remodeled space

291 S.F.: Vestibule: Existing remodeled lobby space

200 S.F.: Bride Room: Remodeled space for bridal party prep.

Administration

117 S.F.: Reception: Remodeled space for reception desk at lobby.

211 S.F.: Administration Office: Remodeled space for administration staff adjacent to reception at lobby.



ARCHITECTS

Project Program | Rahcho La Habra Community Center |

August 24, 2020

Support

1,049 S.F.: Main Corridor: Connects primary spaces, can be secured

1,102 S.F.: Catering Kitchen: Existing Commercial Kitchen remodeled and reduced in size and remodeled for the purpose of supporting catered meals.

121 S.F.: Kitchen Staging: Existing remodeled space

237 S.F.: Exterior Staging For Kitchen: Existing yard space, remodeled

280 S.F.: Restroom W1: Existing remodeled and expanded restroom

135 S.F.: Restroom W2: Existing remodeled restroom

210 S.F. Restroom M1: Existing remodeled and expanded restroom

137 S.F.: Restroom M2: Existing remodeled restroom

259 S.F. Restroom W3: Existing remodeled and expanded restroom

252 S.F.: Restroom M3: Existing remodeled and expanded restroom

105 S.F.: Restroom Kitchen: Existing remodeled restroom

81 S.F.: Restroom Family: New Restroom

66 S.F.: Restroom Bride Room: New Restroom

99 S.F.: Chair Storage: Remodeled from existing space

228 S.F.: Table Storage: Remodeled from existing space

75 S.F.: Linen/Misc. Storage: Remodeled from existing space

6,000 S.F.: Basement Storage: Existing golf cart garage to be repurposed as general use storage.



ARCHITECTS

Project Preliminary Program | La Habra Community Center |

August 24, 2020

Exterior

826 S.F.: Event Patio, new, covered

1,302 S.F.: Courtyard: New, Partially covered

Summary

Building Gross S.F.: 15,150 SF plus 6,000 net SF basement

Area of building expansion: approximately 140 SF

Exterior Gross Courtyard and Terrace: 2,134 SF

**Parking Provided = 230 standard parking spaces, including 5 handicap and 5 delivery/loading spaces
(for parking area and pedestrian drop-off design - see Tentative Tract Map No. 17845 Vesting)**

Venue and Garden spaces per Landscape Plan

EXHIBIT "G"

Conservation & Habitat Mitigation

EXHIBIT "A"
LEGAL DESCRIPTION

In the City of La Habra, County of Orange, State of California, being a portion of Lot 232 of Tract No. 15030, filed in Book 766, Pages 20 through 34, inclusive of Miscellaneous Maps in the Office of the County Recorder of said County, being also a portion of Parcel 1 of Lot Line Adjustment No. 02-02 recorded October 15, 2003 as Instrument No. 2003001271343 of Official Records in the Office of said County Recorder described as follows:

Commencing at the southwest corner of said Lot 232; thence along the west line of said Lot 232 North 01°07'47" East 981.85 feet to the northwesterly corner of said Lot 232; thence leaving said westerly line South 60°54'01" East 96.82 feet to the **True Point of Beginning**; thence North 51°30'36" East 72.27 feet; thence North 52°11'55" East 30.05 feet; thence North 52°46'54" East 54.55 feet; thence North 74°20'44" East 14.08 feet; thence North 79°06'30" East 14.08 feet to a non-tangent curve concave southwesterly having a radius of 17.62 feet, a radial line to the beginning of said curve bears North 7°04'32" West; thence southeasterly 39.30 feet along said curve through a central angle of 127°47'15" to a non-tangent curve concave easterly having a radius of 68.00 feet, a radial line to the beginning of said curve bears North 48°17'00" West; thence southerly 63.15 feet along said curve through a central angle of 53°12'40" to a non-tangent curve concave northwesterly having a radius of 24.00 feet, a radial line to the beginning of said curve bears North 80°15'17" East; thence southwesterly 28.30 feet along said curve through a central angle of 67°33'50" to a non-tangent curve concave southwesterly having a radius of 60.00 feet, a radial line to the beginning of said curve bears North 30°22'31" East; thence southeasterly 48.37 feet along said curve through a central angle of 46°11'28"; thence non-tangent from said curve South 9°36'54" East 16.26 feet to a curve concave westerly having a radius of 92.00 feet; thence southerly 34.27 feet along said curve through a central angle of 21°20'27"; thence South 11°43'33" West 5.72 feet; thence South 65°46'49" West 9.66 feet; thence South 22°38'50" East 32.14 feet; thence South 49°59'07" East 10.69 feet; thence South 35°08'27" East 4.91 feet; thence South 71°25'09" East 3.44 feet; thence South 49°59'07" East 5.04 feet; thence South 66°45'44" East 51.88 feet; thence South 76°21'22" East 32.96 feet; thence North 84°57'50" East 36.78 feet to a curve concave southerly having a radius of 25.00 feet; thence easterly 6.05 feet along said curve through a central

October 31, 2019
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H&A Legal No. 9718
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"
LEGAL DESCRIPTION

angle of 13°52'02"; thence South 81°10'08" East 31.31 feet; thence North 22°55'48" West 30.63 feet; thence South 33°47'31" East 13.93 feet; thence North 59°36'14" East 14.32 feet; thence North 66°38'38" East 10.19 feet; thence North 79°25'23" East 51.86 feet; thence North 71°30'19" East 114.10 feet; thence North 76°50'42" East 44.86 feet to a non-tangent curve concave southeasterly having a radius of 48.00 feet, a radial line to the beginning of said curve bears North 51°09'00" West; thence northeasterly 37.78 feet along said curve through a central angle of 45°05'45"; thence non-tangent from said curve North 84°53'32" East 49.52 feet; thence North 86°53'55" East 49.52 feet to a non-tangent curve concave southerly having a radius of 47.00 feet, a radial line to the beginning of said curve bears North 2°11'10" West; thence easterly 25.89 feet along said curve through a central angle of 31°33'34"; thence non-tangent from said curve South 71°07'09" East 44.26 feet; thence South 76°43'52" East 55.17 feet; thence South 61°55'23" East 50.96 feet; thence North 86°10'36" East 152.45 feet; thence North 88°31'01" East 53.73 feet; thence South 89°00'05" East 63.41 feet to a curve concave northwesterly having a radius of 90.00 feet; thence northeasterly 92.98 feet along said curve through a central angle of 59°11'27"; thence non-tangent from said curve South 41°12'56" East 80.37 feet; thence South 56°34'31" West 17.70 feet; thence South 64°18'38" West 18.43 feet; thence South 80°45'14" West 36.43 feet; thence South 88°06'33" West 58.55 feet; thence South 88°52'36" West 21.71 feet; thence South 76°47'31" West 69.91 feet; thence South 86°14'09" West 52.89 feet; thence South 74°31'22" West 46.84 feet; thence South 51°09'40" East 2.15 feet; thence South 63°39'37" West 115.49 feet; thence South 81°18'01" West 108.81 feet; thence South 70°15'14" West 230.05 feet; thence South 59°11'31" West 38.05 feet; thence North 30°48'29" West 14.00 feet; thence South 59°11'31" West 20.00 feet; thence South 30°48'29" East 14.00 feet; thence South 59°11'31" West 21.46 feet to a curve concave northerly having a radius of 22.50 feet; thence westerly 29.49 feet along said curve through a central angle of 75°05'20"; thence North 45°43'09" West 19.34 feet to a curve concave southerly having a radius of 25.00 feet; thence westerly 43.15 feet along said curve through a central angle of 98°53'06"; thence South 35°23'45" West 25.80 feet; thence North 44°35'44" West 2.49 feet; thence South 40°06'53" West 74.26 feet; thence South 24°50'33" West 25.83 feet; thence South 12°13'46" West 45.69 feet; thence South 14°40'12" West 77.60 feet; thence South 4°31'22" East 230.49 feet; thence South

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H&A Legal No. 9718
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"
LEGAL DESCRIPTION

34°02'46" West 46.04 feet; thence South 87°02'00" West 38.63 feet; thence South 21°43'53" East 3.07 feet; thence South 80°42'55" West 26.17 feet; thence South 59°49'29" West 32.16 feet; thence South 74°55'31" West 42.44 feet; thence South 88°14'34" West 33.41 feet; thence North 43°15'51" West 5.08 feet; thence South 86°29'34" West 54.83 feet; thence North 85°55'47" West 4.13 feet; thence North 4°04'13" East 14.00 feet; thence North 85°55'47" West 20.00 feet; thence South 4°04'13" West 14.00 feet; thence North 85°55'47" West 33.47 feet to a curve concave northeasterly having a radius of 35.00 feet; thence northwesterly 54.32 feet along said curve through a central angle of 88°55'00"; thence North 2°59'13" East 122.56 feet; thence North 21°38'18" East 22.99 feet; thence South 75°02'35" East 0.98 feet to a non-tangent curve concave westerly having a radius of 65.00 feet, a radial line to the beginning of said curve bears South 75°02'35" East; thence northerly 43.94 feet along said curve through a central angle of 38°43'57"; thence North 23°46'32" West 24.54 feet to a curve concave easterly having a radius of 100.00 feet; thence northerly 24.94 feet along said curve through a central angle of 14°17'15"; thence North 9°29'17" West 59.85 feet; thence North 0°16'10" West 31.18 feet; thence North 3°50'18" West 18.85 feet; thence North 8°12'49" West 27.27 feet to a curve concave easterly having a radius of 200.00 feet; thence northerly 52.43 feet along said curve through a central angle of 15°01'09"; thence North 6°48'20" East 57.97 feet to a curve concave westerly having a radius of 150.00 feet; thence northerly 36.63 feet along said curve through a central angle of 13°59'26"; thence North 7°11'06" West 9.20 feet to a curve concave easterly having a radius of 35.00 feet; thence northerly 31.82 feet along said curve through a central angle of 52°05'53" to a reverse curve concave westerly having a radius of 57.00 feet; thence northerly 51.44 feet along said curve through a central angle of 51°42'39"; thence North 6°47'52" West 33.52 feet to a curve concave easterly having a radius of 50.00 feet; thence northerly 11.78 feet along said curve through a central angle of 13°30'09"; thence North 6°42'17" East 97.67 feet; thence North 13°13'21" East 96.73 feet to a curve concave southeasterly having a radius of 25.00 feet; thence northeasterly 16.71 feet along said curve through a central angle of 38°17'15" to the **True Point of Beginning**


Containing an area of 9.864 acres, more or less.

October 31, 2019
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H&A Legal No. 9718
By: J. Kinnie
Checked By: R. Wheeler

EXHIBIT "A"
LEGAL DESCRIPTION

As shown on Exhibit "B", attached hereto and by this reference made a part hereof.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements of record, if any.



Jason R. Kinnie, L.S. No. 7090
Date: 11-01-2019



October 31, 2019
WO No. 252-93AX
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H&A Legal No. 9718
By: J. Kinnie
Checked By: R. Wheeler

Exhibit G



PREPARED FOR: **LENNAR**
 4300 W. WINDYBROOK DR.
 AUSTIN, TX 78746
 (512) 440-1000

OWNER: **OS SKY, INC.**
 1400 S. WINDYBROOK DR.
 AUSTIN, TX 78746
 (512) 440-1000

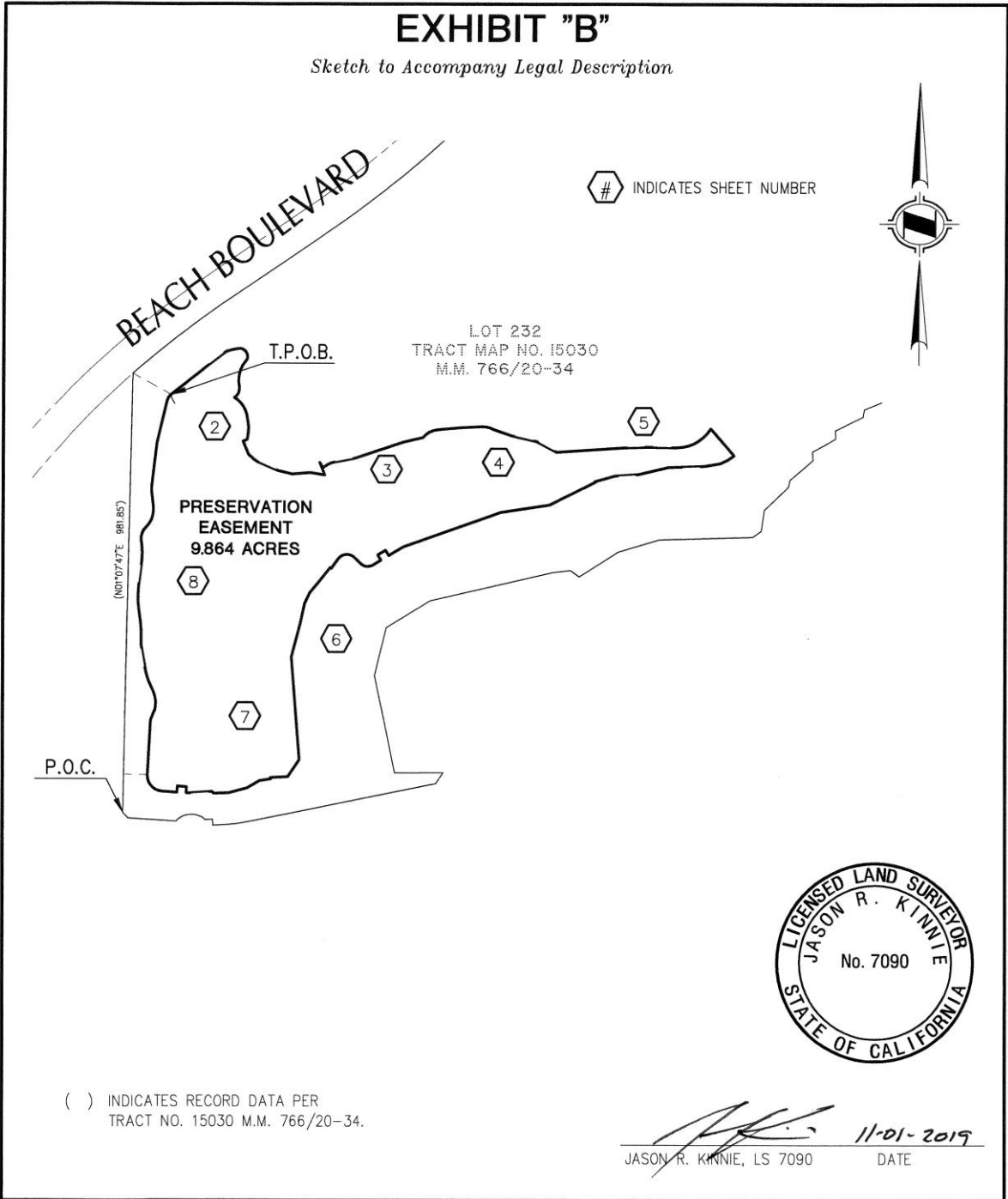
PREPARED BY: **HUNSAKER & ASSOCIATES**
 I R V I N E , I N C .
 PLANNING ENGINEERING SURVEYING
 11000 W. WINDYBROOK DR. SUITE 200
 AUSTIN, TX 78746
 (512) 440-1000

**PRESERVATION EASEMENT
 OVERLAY EXHIBIT
 TRACT NO. 17845**
 City of La Habra

Exhibit G

EXHIBIT "B"

Sketch to Accompany Legal Description




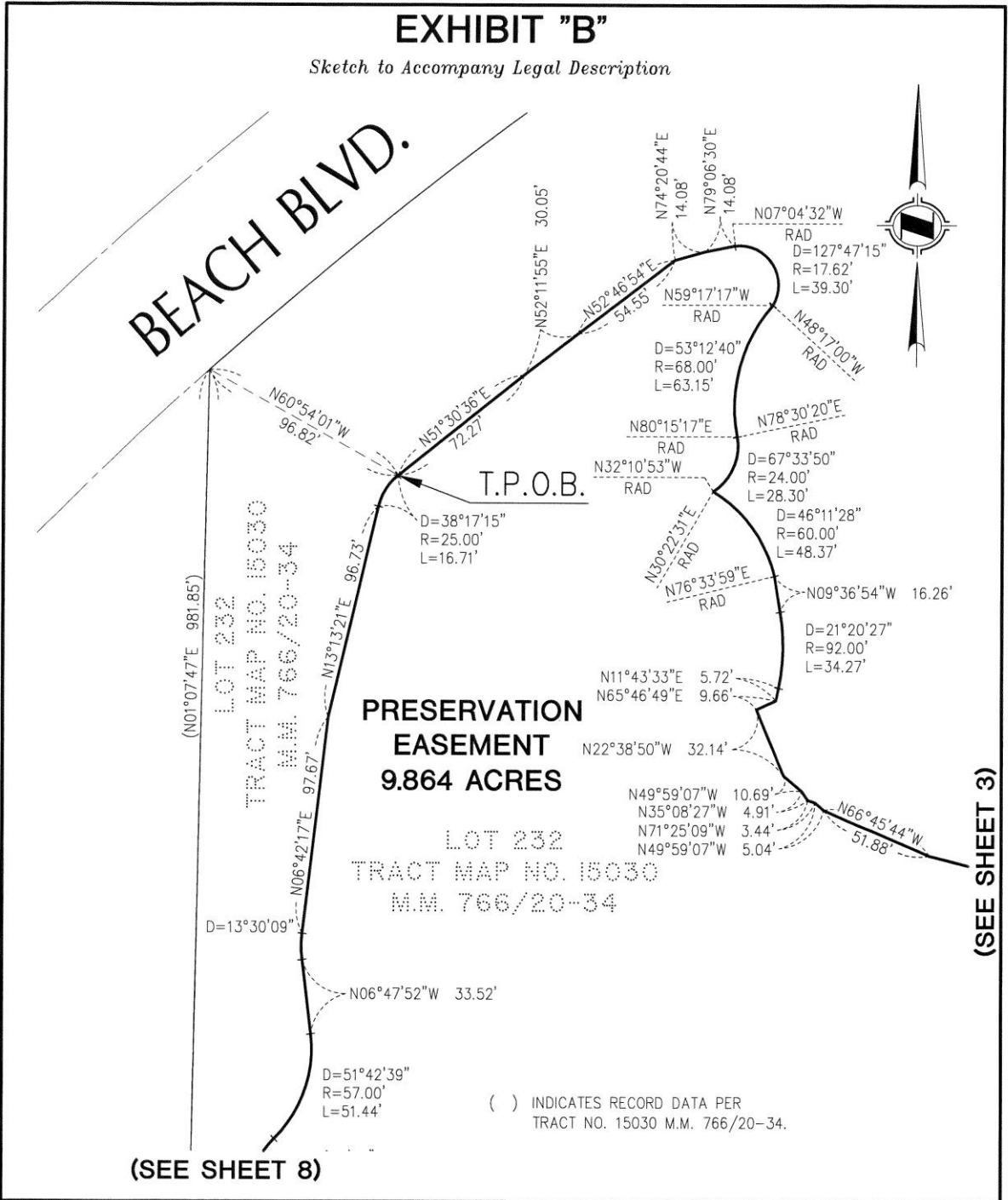
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 10/30/19	REV. DATE:	.DWG R.Beuschlein	CK'd By: R. Wheeler	SCALE: 1"=300'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg			H&A LEGAL No. 9718	SHEET 1 OF 8	

EXHIBIT "B"

Sketch to Accompany Legal Description




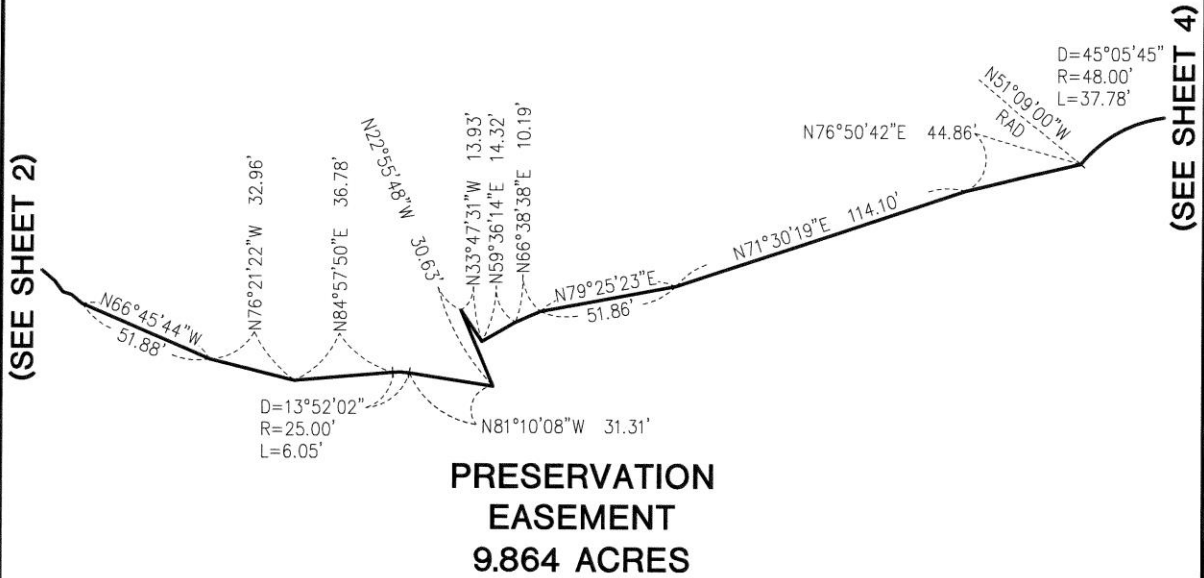
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 10/30/19	REV. DATE:	DWG: R.Beuschlein	CK'd By: R. Wheeler
		SCALE: 1"=100'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg		H&A LEGAL No. 9718	SHEET 2 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34




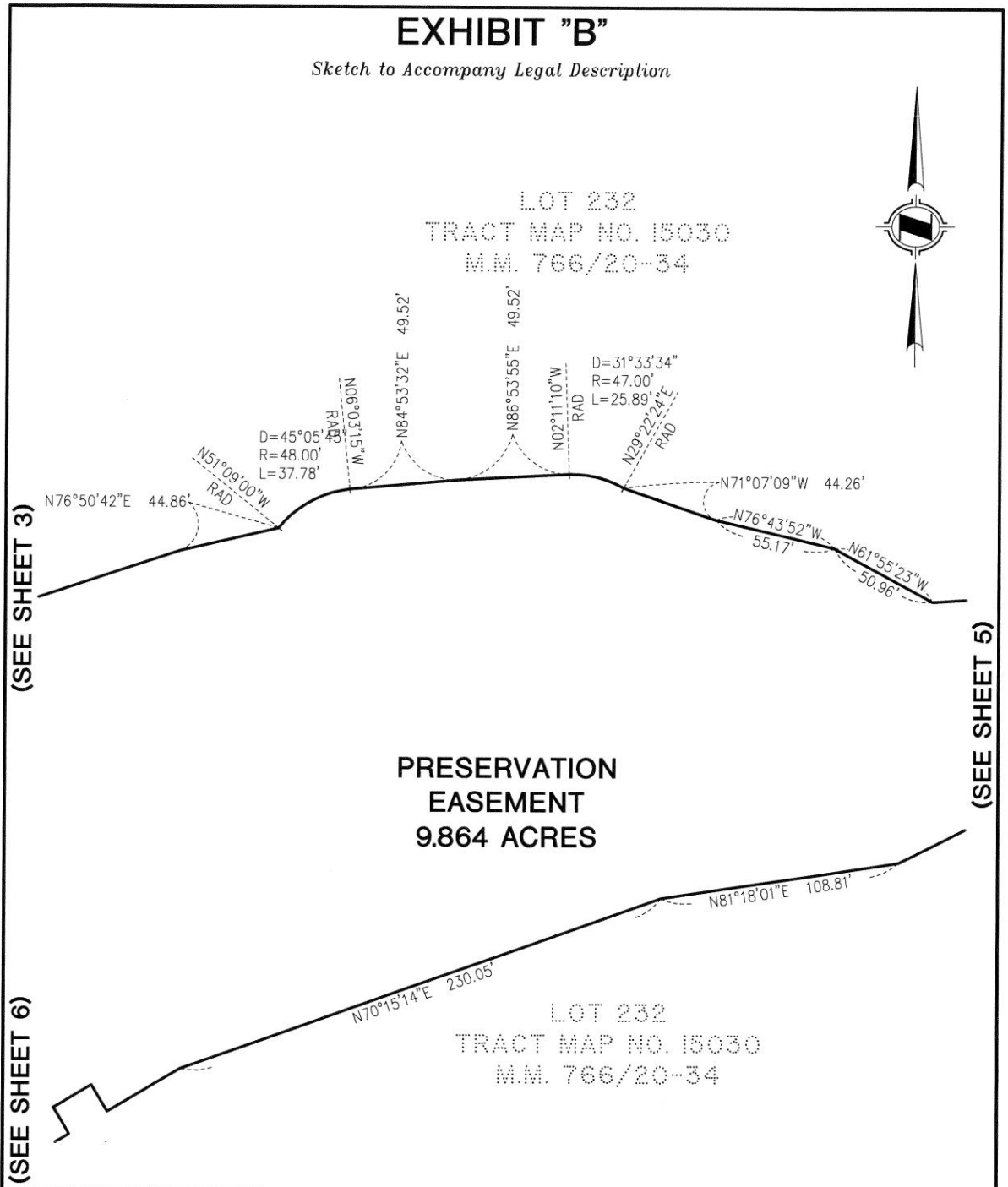
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 10/30/19	REV. DATE:	DWG: R.Beuschlein	CK'd By: R. Wheeler	SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg				H&A LEGAL No. 9718	SHEET 3 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



(SEE SHEET 3)

(SEE SHEET 6)

(SEE SHEET 5)

**PRESERVATION
EASEMENT
9.864 ACRES**

LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34

LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34


 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 10/30/19	REV. DATE:	.DWG: R.Beuschlein	CK'd By: R. Wheeler	SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg				H&A LEGAL No. 9718	SHEET 4 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description



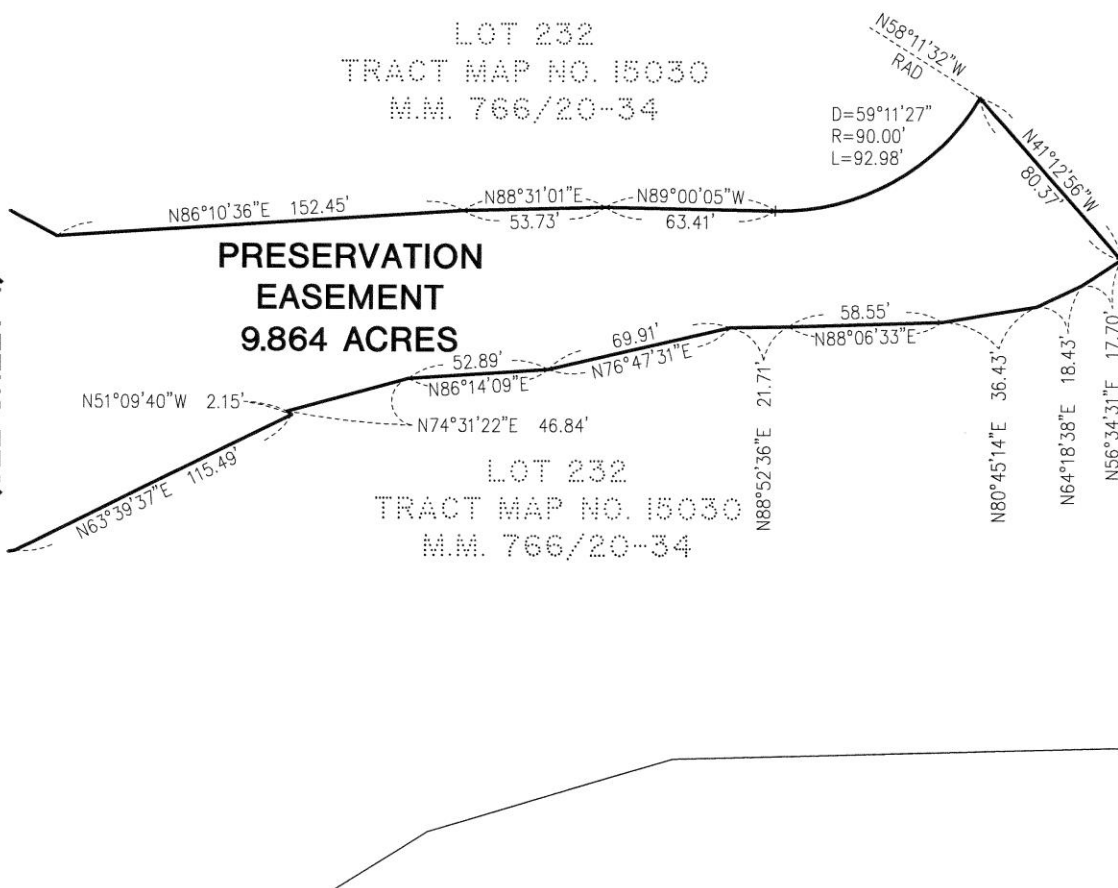
LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34

D=59°11'27"
R=90.00'
L=92.98'

**PRESERVATION
EASEMENT
9.864 ACRES**

LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34

(SEE SHEET 4)




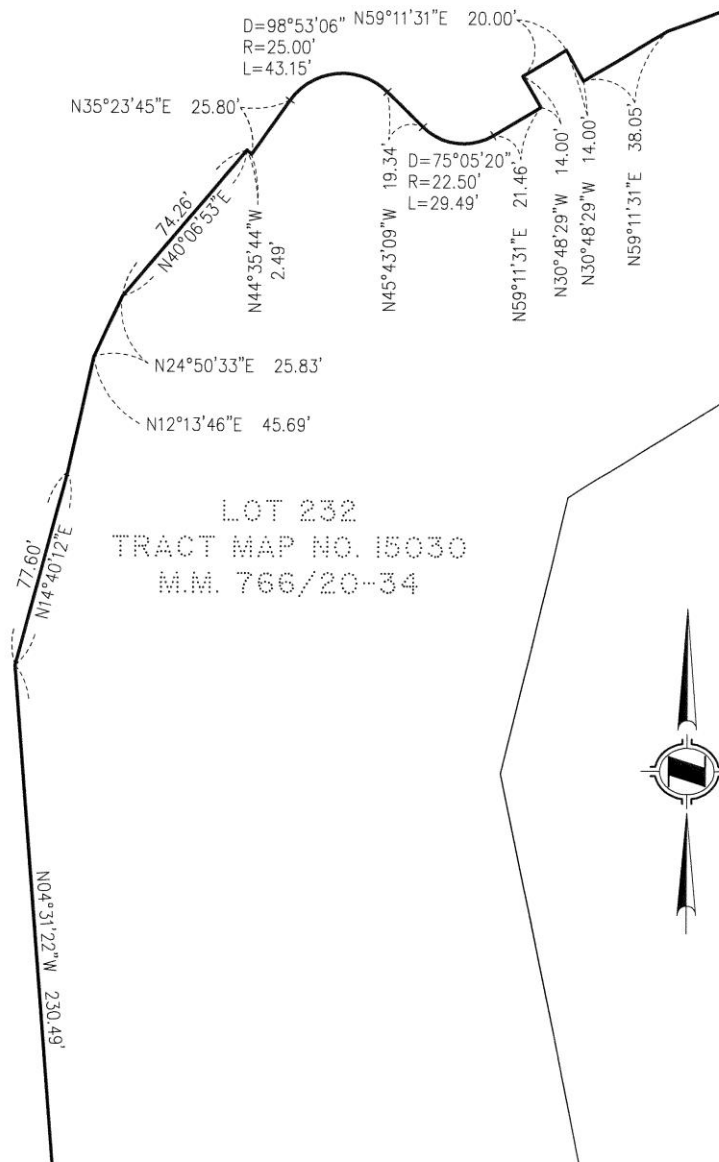
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 10/30/19	REV. DATE:	.DWG R.Beuschlein	CK'd By: R. Wheeler
		SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg		H&A LEGAL No. 9718	SHEET 5 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description

**PRESERVATION
EASEMENT
9.864 ACRES**



LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34

(SEE SHEET 4)

(SEE SHEET 7)




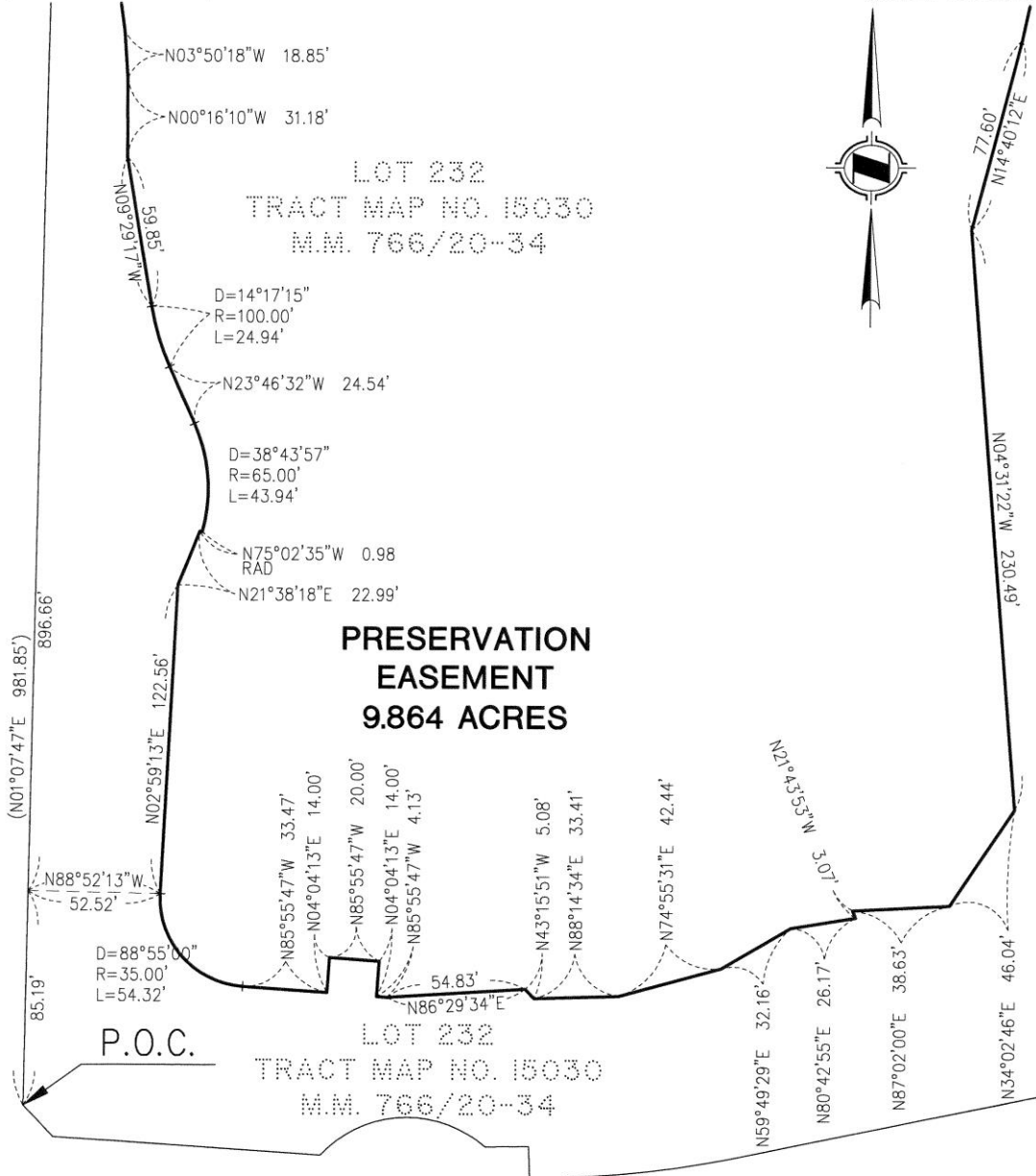
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • Pft: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA	
DATE: 10/30/19	REV. DATE:	DWG: R.Beuschlein	CK'd By: R. Wheeler
		SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg		H&A LEGAL No. 9718	SHEET 6 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description

(SEE SHEET 8)

(SEE SHEET 6)




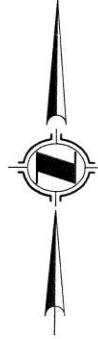
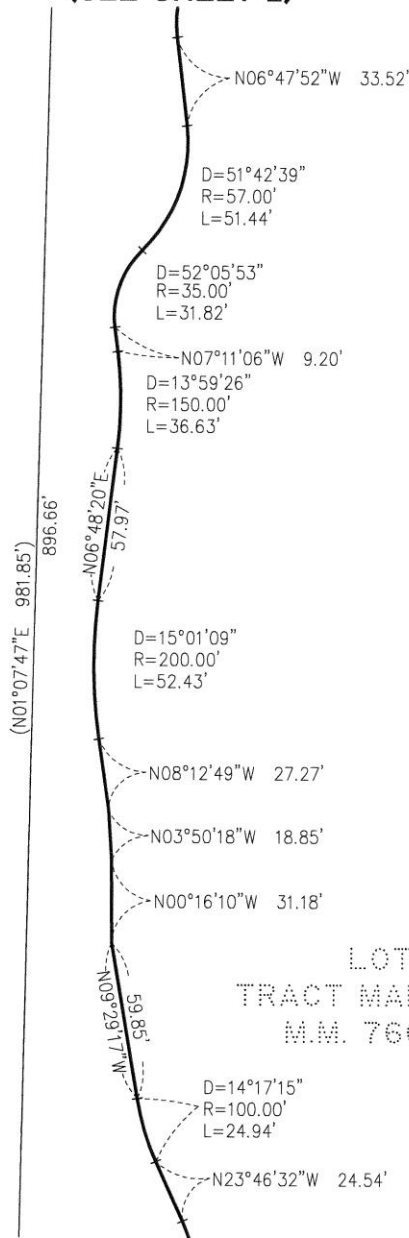
 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • Ph: (949) 583-1010 • Fx: (949) 583-0759	EXHIBIT "B"		
	CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA		
DATE: 10/30/19	REV. DATE:	.DWG: R.Beuschlein	CK'd By: R. Wheeler
		SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg		H&A LEGAL No. 9718	SHEET 7 OF 8

EXHIBIT "B"

Sketch to Accompany Legal Description

(SEE SHEET 2)




**PRESERVATION
EASEMENT
9.864 ACRES**

LOT 232
TRACT MAP NO. 15030
M.M. 766/20-34

() INDICATES RECORD DATA PER
TRACT NO. 15030 M.M. 766/20-34.

(SEE SHEET 7)

 HUNSAKER & ASSOCIATES IRVINE, INC. PLANNING ■ ENGINEERING ■ SURVEYING Three Hughes • Irvine, CA 92618 • PH: (949) 583-1010 • FX: (949) 583-0759		EXHIBIT "B" CITY OF LA HABRA, COUNTY OF ORANGE, STATE OF CALIFORNIA			
DATE: 10/30/19	REV. DATE:	.DWG. R.Beuschlein	CK'd By: R. Wheeler	SCALE: 1"=60'	W.O. 252-93AX
I:\Westridge Golf\LD\9718\LD 9718.dwg				H&A LEGAL No. 9718	SHEET 8 OF 8

Map Check

Record: I:\Westridge Golf\LD\9718\MapCheck\Preservation Easement.cgc
 Date: 11/01/19 10:46:23 AM Date Created: 10/31/19 08:37:43 AM
 By: Jasonk
 Title: None

Crs	Bearing	Distance	Northing	Easting
Starting Coordinates			2278862.4143	6037893.0063
1.	N 51°30'36" E	72.27	2278907.3936	6037949.5732
2.	N 52°11'55" E	30.05	2278925.8120	6037973.3169
3.	N 52°46'54" E	54.55	2278958.8068	6038016.7571
4.	N 74°20'44" E	14.08	2278962.6061	6038030.3148
5.	N 79°06'30" E	14.08	2278965.2665	6038044.1412
6.	S 07°04'32" E RAD +127°47'15" L= S 59°17'17" E RAD	17.62 39.30 17.62	T= 35.96 2278947.7807 2278938.7818	6038046.3116 6038061.4603
7.	S 48°17'00" E RAD -53°12'40" L= S 78°30'20" W RAD	68.00 63.15 68.00	T= 34.06 2278893.5313 2278879.9808	6038112.2185 6038045.5823
8.	S 80°15'17" W RAD +67°33'50" L= S 32°10'53" E RAD	24.00 28.30 24.00	T= 16.06 2278875.9183 2278855.6056	6038021.9287 6038034.7111
9.	S 30°22'31" W RAD +46°11'28" L= N 76°33'59" E RAD	60.00 48.37 60.00	T= 25.59 2278803.8416 2278817.7808	6038004.3714 6038062.7298
10.	S 09°36'54" E	16.26	2278801.7492	6038065.4456
11.	S 80°23'06" W RAD +21°20'27" L= S 78°16'27" E RAD	92.00 34.27 92.00	T= 17.33 2278786.3827 2278767.6856	6037974.7380 6038064.8181
12.	S 11°43'33" W	5.72	2278762.0850	6038063.6556
13.	S 65°46'49" W	9.66	2278758.1221	6038054.8459
14.	S 22°38'50" E	32.14	2278728.4603	6038067.2216
15.	S 49°59'07" E	10.69	2278721.5868	6038075.4089
16.	S 35°08'27" E	4.91	2278717.5717	6038078.2350
17.	S 71°25'09" E	3.44	2278716.4756	6038081.4957
18.	S 49°59'07" E	5.04	2278713.2350	6038085.3557
19.	S 66°45'44" E	51.88	2278692.7658	6038133.0270
20.	S 76°21'22" E	32.96	2278684.9910	6038165.0569
21.	N 84°57'50" E	36.78	2278688.2197	6038201.6949
22.	S 05°02'10" E RAD +13°52'02" L= N 08°49'52" E RAD	25.00 6.05 25.00	T= 3.04 2278663.3162 2278688.0198	6038203.8895 6038207.7275

Map Check (cont.)

Record: I:\Westridge Golf\LD\9718\MapCheck\Preservation Easement.cgc
 Date: 11/01/19 10:46:23 AM Date Created: 10/31/19 08:37:43 AM
 By: Jasonk
 Title: None

Crs	Bearing	Distance	Northing	Easting
23.	S 81°10'08" E	31.31	2278683.2130	6038238.6664
24.	N 22°55'48" W	30.63	2278711.4227	6038226.7327
25.	S 33°47'31" E	13.93	2278699.8460	6038234.4803
26.	N 59°36'14" E	14.32	2278707.0916	6038246.8320
27.	N 66°38'38" E	10.19	2278711.1313	6038256.1870
28.	N 79°25'23" E	51.86	2278720.6505	6038307.1659
29.	N 71°30'19" E	114.10	2278756.8463	6038415.3767
30.	N 76°50'42" E	44.86	2278767.0558	6038459.0595
31.	S 51°09'00" E RAD +45°05'45" L= N 06°03'15" W RAD	48.00 37.78 48.00	T= 19.93 2278736.9462 2278784.6785	6038496.4415 6038491.3790
32.	N 84°53'32" E	49.52	2278789.0872	6038540.7023
33.	N 86°53'55" E	49.52	2278791.7664	6038590.1498
34.	S 02°11'10" E RAD +31°33'34" L= N 29°22'24" E RAD	47.00 25.89 47.00	T= 13.28 2278744.8006 2278785.7584	6038591.9426 6038614.9960
35.	S 71°07'09" E	44.26	2278771.4358	6038656.8746
36.	S 76°43'52" E	55.17	2278758.7731	6038710.5717
37.	S 61°55'23" E	50.96	2278734.7885	6038755.5346
38.	N 86°10'36" E	152.45	2278744.9539	6038907.6453
39.	N 88°31'01" E	53.73	2278746.3445	6038961.3573
40.	S 89°00'05" E	63.41	2278745.2393	6039024.7577
41.	N 00°59'55" E RAD -59°11'27" L= S 58°11'32" E RAD	90.00 92.98 90.00	T= 51.12 2278835.2257 2278787.7893	6039026.3262 6039102.8101
42.	S 41°12'56" E	80.37	2278727.3321	6039155.7654
43.	S 56°34'31" W	17.70	2278717.5822	6039140.9928
44.	S 64°18'38" W	18.43	2278709.5929	6039124.3845
45.	S 80°45'14" W	36.43	2278703.7395	6039088.4278
46.	S 88°06'33" W	58.55	2278701.8076	6039029.9097
47.	S 88°52'36" W	21.71	2278701.3820	6039008.2038

Map Check (cont.)

Record: I:\Westridge Golf\LD\9718\MapCheck\Preservation Easement.cgc
 Date: 11/01/19 10:46:23 AM Date Created: 10/31/19 08:37:43 AM
 By: Jasonk
 Title: None

Crs	Bearing	Distance	Northing	Easting
48.	S 76°47'31" W	69.91	2278685.4084	6038940.1432
49.	S 86°14'09" W	52.89	2278681.9362	6038887.3673
50.	S 74°31'22" W	46.84	2278669.4367	6038842.2259
51.	S 51°09'40" E	2.15	2278668.0884	6038843.9005
52.	S 63°39'37" W	115.49	2278616.8481	6038740.4044
53.	S 81°18'01" W	108.81	2278600.3899	6038632.8463
54.	S 70°15'14" W	230.05	2278522.6682	6038416.3272
55.	S 59°11'31" W	38.05	2278503.1804	6038383.6466
56.	N 30°48'29" W	14.00	2278515.2048	6038376.4763
57.	S 59°11'31" W	20.00	2278504.9615	6038359.2985
58.	S 30°48'29" E	14.00	2278492.9371	6038366.4688
59.	S 59°11'31" W	21.46	2278481.9461	6038348.0371
60.	N 30°48'29" W RAD +75°05'20" L= S 44°16'51" W RAD	22.50 29.49 22.50	T= 17.29 2278501.2711 2278485.1627	6038336.5134 6038320.8044
61.	N 45°43'09" W	19.34	2278498.6654	6038306.9584
62.	S 44°16'51" W RAD -98°53'06" L= N 54°36'15" W RAD	25.00 43.15 25.00	T= 29.21 2278480.7673 2278495.2478	6038289.5040 6038269.1248
63.	S 35°23'45" W	25.80	2278474.2164	6038254.1808
64.	N 44°35'44" W	2.49	2278475.9895	6038252.4326
65.	S 40°06'53" W	74.26	2278419.1988	6038204.5854
66.	S 24°50'33" W	25.83	2278395.7589	6038193.7336
67.	S 12°13'46" W	45.69	2278351.1057	6038184.0552
68.	S 14°40'12" W	77.60	2278276.0355	6038164.4029
69.	S 04°31'22" E	230.49	2278046.2632	6038182.5783
70.	S 34°02'46" W	46.04	2278008.1150	6038156.8023
71.	S 87°02'00" W	38.63	2278006.1157	6038118.2241
72.	S 21°43'53" E	3.07	2278003.2639	6038119.3608
73.	S 80°42'55" W	26.17	2277999.0416	6038093.5336

Map Check (cont.)

Record: I:\Westridge Golf\LD\9718\MapCheck\Preservation Easement.cgc
 Date: 11/01/19 10:46:23 AM Date Created: 10/31/19 08:37:43 AM
 By: Jasonk
 Title: None

Crs	Bearing	Distance	Northing	Easting
74.	S 59°49'29" W	32.16	2277982.8765	6038065.7316
75.	S 74°55'31" W	42.44	2277971.8388	6038024.7520
76.	S 88°14'34" W	33.41	2277970.8143	6037991.3577
77.	N 43°15'51" W	5.08	2277974.5135	6037987.8761
78.	S 86°29'34" W	54.83	2277971.1594	6037933.1488
79.	N 85°55'47" W	4.13	2277971.4525	6037929.0292
80.	N 04°04'13" E	14.00	2277985.4172	6037930.0229
81.	N 85°55'47" W	20.00	2277986.8368	6037910.0734
82.	S 04°04'13" W	14.00	2277972.8721	6037909.0797
83.	N 85°55'47" W	33.47	2277975.2478	6037875.6941
84.	N 04°04'13" E RAD +88°55'00" L= N 87°00'47" W RAD	35.00 54.32 35.00	T= 34.34 2278010.1595 2278011.9833	6037878.1784 6037843.2259
85.	N 02°59'13" E	122.56	2278134.3768	6037849.6123
86.	N 21°38'18" E	22.99	2278155.7467	6037858.0898
87.	S 75°02'35" E	0.98	2278155.4938	6037859.0366
88.	N 75°02'35" W RAD -38°43'57" L= N 66°13'28" E RAD	65.00 43.94 65.00	T= 22.85 2278172.2698 2278198.4749	6037796.2388 6037855.7224
89.	N 23°46'32" W	24.54	2278220.9322	6037845.8289
90.	N 66°13'28" E RAD +14°17'15" L= S 80°30'43" W RAD	100.00 24.94 100.00	T= 12.53 2278261.2477 2278244.7635	6037937.3421 6037838.7101
91.	N 09°29'17" W	59.85	2278303.7948	6037828.8443
92.	N 00°16'10" W	31.18	2278334.9744	6037828.6977
93.	N 03°50'18" W	18.85	2278353.7821	6037827.4359
94.	N 08°12'49" W	27.27	2278380.7724	6037823.5400
95.	N 81°47'11" E RAD +15°01'09" L= N 83°11'40" W RAD	200.00 52.43 200.00	T= 26.36 2278409.3452 2278433.0453	6038021.4884 6037822.8976
96.	N 06°48'20" E	57.97	2278490.6068	6037829.7671
97.	N 83°11'40" W RAD -13°59'26" L= N 82°48'54" E RAD	150.00 36.63 150.00	T= 18.41 2278508.3819 2278527.1429	6037680.8240 6037829.6461

Map Check (cont.)

Record: I:\Westridge Golf\LD\9718\MapCheck\Preservation Easement.cgc
 Date: 11/01/19 10:46:23 AM Date Created: 10/31/19 08:37:43 AM
 By: Jasonk
 Title: None

Crs	Bearing	Distance	Northing	Easting
98.	N 07°11'06" W	9.20	2278536.2706	6037828.4954
99.	N 82°48'54" E RAD	35.00	T= 17.11 2278540.6482 2278565.3594	6037863.2206 6037838.4343
	+52°05'53" L=	31.82		
	N 45°05'13" W RAD	35.00		
100.	N 45°05'13" W RAD	57.00	T= 27.62 2278605.6033 2278612.3501	6037798.0681 6037854.6674
	-51°42'39" L=	51.44		
	N 83°12'08" E RAD	57.00		
101.	N 06°47'52" W	33.52	2278645.6344	6037850.6998
102.	N 83°12'08" E RAD	50.00	T= 5.92 2278651.5527 2278657.3903	6037900.3483 6037850.6902
	+13°30'09" L=	11.78		
	N 83°17'43" W RAD	50.00		
103.	N 06°42'17" E	97.67	2278754.3924	6037862.0935
104.	N 13°13'21" E	96.73	2278848.5580	6037884.2188
105.	S 76°46'39" E RAD	25.00	T= 8.68 2278842.8397 2278862.4076 2278862.4076	6037908.5561 6037892.9966 6037892.9966
	+38°17'15" L=	16.71		
	N 38°29'24" W RAD	25.00		
Ending Coordinates			2278862.4076	6037892.9966
ERROR OF CLOSURE			Delta N	Delta E
S 55°07'28" W		0.012	0.0067	0.0097
One part in 376552				
Perimeter = 4436.55 ft; Area = 429694.85 sq ft, 9.864 Acres				

EXHIBIT "H"

Beach Boulevard Streetscape Landscaping & Maintenance

