

TO THE MEMBERS OF THE PLANNING COMMISSION FOR THE CITY OF STANTON:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Planning Commission for the City of Stanton is hereby called by the Chairperson, to be held on June 22, 2016, commencing at 6:30 p.m. in the Council Chamber, 7800 Katella Avenue, Stanton, California 90680.

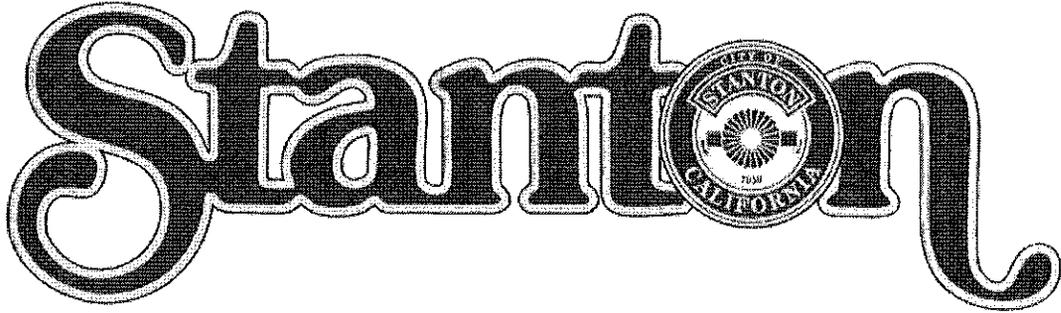
The Agenda for the Special Meeting is attached to this Notice and Call.

Dated: June 16, 2016



Kelly Hart
Community Development Director

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE COMMISSION SECRETARY AT (714) 890-4210. NOTIFICATION BY 9:00 A.M. ON TUESDAY, JUNE 21, 2016 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



CITY OF STANTON
STANTON CITY HALL, 7800 KATELLA AVE., STANTON, CA
PLANNING COMMISSION SPECIAL MEETING
WEDNESDAY, JUNE 22, 2016, 6:30 P.M.

AGENDA

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

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

Chairman Greer
Vice Chairperson Ash
Commissioner Moua
Commissioner Taylor
Commissioner Grand

4. SPECIAL PRESENTATION

None.

5. NEW BUSINESS

None.

6. OLD BUSINESS

None.

7. APPROVAL OF MINUTES

None.

8. PUBLIC COMMENTS

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

9. PUBLIC HEARINGS

- 9A. PUBLIC HEARING TO CONSIDER MITIGATED NEGATIVE DECLARATION, PRECISE PLAN OF DEVELOPMENT PPD-766, VARIANCE V14-01, AMENDMENT TO THE ZONING CODE AZC15-03, AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A FIVE-STORY MIXED USE DEVELOPMENT WITH THE COMMERCIAL COMPONENT INCLUDING A RESTAURANT, OUTPATIENT CLINIC, AND PARKING ON THE FIRST TWO FLOORS, AND THE RESIDENTIAL COMPONENT CONSISTING OF A 66 ROOM/120 BED ASSISTED LIVING FACILITY ON THE TOP THREE FLOORS FOR THE PROPERTY LOCATED AT 12282 BEACH BLVD. IN THE SOUTH GATEWAY MIXED- USE OVERLAY ZONE.**

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Adopt Resolution No. 2349 recommending the City Council adopt the Mitigated Negative Declaration;
- Adopt Resolution No. 2409 recommending the City Council adopt an Ordinance

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Any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Ave., Stanton CA, during normal business hours.

approving the proposed Development Agreement;

- Adopt Resolution No. 2348 recommending the City Council approve Variance V14-01;
- Adopt Resolution No. 2386 recommending the City Council approve Amendment to the Zoning Code AZC15-03; and
- Adopt Resolution No. 2347 recommending the City Council approve Precise Plan of Development PPD-766.

10. PLANNING COMMISSION COMMENTS

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

11. DIRECTOR'S REPORT

12. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 16th day of June, 2016.



Kelly Hart
Community Development Director



**CITY OF STANTON
REPORT TO THE
PLANNING COMMISSION**

TO: Chairman and Members of the Planning Commission

DATE: June 22, 2016

SUBJECT: PUBLIC HEARING TO CONSIDER MITIGATED NEGATIVE DECLARATION, PRECISE PLAN OF DEVELOPMENT PPD-766, VARIANCE V14-01, AMENDMENT TO THE ZONING CODE AZC15-03, AND DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A FIVE-STORY MIXED USE DEVELOPMENT WITH THE COMMERCIAL COMPONENT INCLUDING A RESTAURANT, OUTPATIENT CLINIC, AND PARKING ON THE FIRST TWO FLOORS, AND THE RESIDENTIAL COMPONENT CONSISTING OF A 66 ROOM/120 BED ASSISTED LIVING FACILITY ON THE TOP THREE FLOORS FOR THE PROPERTY LOCATED AT 12282 BEACH BLVD. IN THE SOUTH GATEWAY MIXED-USE OVERLAY ZONE.

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Adopt Resolution No. 2349 recommending the City Council adopt the Mitigated Negative Declaration;
- Adopt Resolution No. 2409 recommending the City Council adopt an Ordinance approving the proposed Development Agreement;
- Adopt Resolution No. 2348 recommending the City Council approve Variance V14-01;
- Adopt Resolution No. 2386 recommending the City Council approve Amendment to the Zoning Code AZC15-03; and
- Adopt Resolution No. 2347 recommending the City Council approve Precise Plan of Development PPD-766.

BACKGROUND

The Applicant, USS Cal Builders, Inc., is proposing to develop three vacant lots located at the northeast corner of Beach Blvd. and Catherine Ave., with a five-story mixed-use development. To accommodate this proposed project, the Applicant has requested the following entitlements and agreements:

- Development Agreement – In exchange for the development of the property, the developer is agreeing to provide a public benefit, specifically the improvement of existing parkland in the City. Section 20.510.050 of the Stanton Municipal Code (SMC) requires the Planning Commission hold a public hearing to consider the Development Agreement and render a recommendation to the City Council;
- Variance (V14-01) – to allow a variance from the minimum property size in order to develop a mixed-use project in the South Gateway Mixed Use Overlay zone.
- Amendment to the Zoning Code (AZC15-03) – to amend Section 20.230.060 of the SMC to allow for greater building projections for storefront facades in mixed-use developments; and
- Precise Plan of Development (PPD-766) – Section 20.530.030 of the SMC requires a development permit for the construction any new commercial or mixed-use building.

ANALYSIS/JUSTIFICATION

PROJECT LOCATION – The project site, which is located on the northeast corner of Beach Blvd. and Catherine Ave., is three parcels that cumulatively total approximately 49,500 square feet in size. The site carries a CG (Commercial General) zoning designation with a South Gateway Mixed Use (SGMX) Overlay, and has a general plan designation of South Gateway Mixed Use. Properties to the north, across the Orange County Flood Control channel, are zoned CG (Commercial General) and house commercial uses, including a smog check business and a recreational vehicle rental business. To the west, across Beach Blvd. are properties in the CG zone, which include a business executive building and a mobile home dealership. To the south of the subject property are properties within the CG zone, which include a used car dealership and a residential property with a one-story single family residence. To the southeast is a property in the RH (High Density Residential) zone, which includes a condominium complex with two-story structures. To the east are properties in the RH zone, which include residential uses. Directly adjacent to the subject site is a residential project containing six, two-story single-family detached residential units.

PROJECT DESCRIPTION – The proposed project would include the construction of an 86,385 square foot, five-story structure. The ground floor of the structure would consist of 10,803 square feet of commercial and storage uses; an 18,354 square foot parking garage structure; and 5,255 square feet of publicly accessible open space, including a public plaza located at the western portion of the property, adjacent to Beach Blvd. The proposed commercial uses include a restaurant, an outpatient medical clinic that would be open to the public, and offices and reception areas for the operation of a residential

assisted living/continuing care facility that would be located on the upper floors of the proposed structure. The second floor of the structure would contain no commercial or residential uses. It would house mechanical equipment and storage rooms and 15,718 square feet of parking.

The top three floors of the structure would house an assisted living facility. The third floor of the structure (first level of the assisted living facility) would include 25,194 square feet of area for the living quarters and assisted living operations. In addition, two roof garden terraces are provided, totaling 8,721 square feet. The fourth and fifth floors of the structure (second and third levels of the assisted living facility) would include 25,194 square feet on each level for the living quarters and assisted living operations.

All proposed uses on the site are permitted by right per Table 2-11(Allowed Uses and Permit Requirement) in Section 20.230.040 (Mixed-Use Overlay Zone Land Uses and Permit Requirements) of the SMC. For the restaurant use, the sale of alcohol is not proposed. If the sale of alcohol is proposed in the future, a conditional use permit would be required.

To be eligible to develop a mixed-use project in the SGMX Overlay, Table 2-12 (Development Standards for Mixed-Use Overlay Zones) in Section 20.230.050 (Mixed-Use Overlay Zone Development Standards) of the SMC indicates the minimum site area shall be 50,000 square feet. The subject site is approximately 49,500 square feet. In the northeast portion of the project site, there is a small rectangular water well parcel (APN: 131-481-05) approximately fifteen feet by twenty-four feet in size that results in a reduction of approximately 360 square feet of land from the site, if it were otherwise a regularly shaped lot line. In addition, the Orange County Flood Control District channel runs along the northern property line of the subject site, altering the shape of the property, creating an irregularly shaped property and a unique situation that is not shared by other properties along Catherine Ave. As such, the applicant is requesting a variance from the minimum lot size requirement. The requested variance would equate to an approximate 600 square foot reduction, or a 1.2% modification.

OPERATIONS – In terms of the proposed operations on the site, the ground level would include all the commercial operations, while the upper floors would be utilized as an assisted living facility. The proposed commercial operations include a 1,153 square foot restaurant, a 1,471 square foot outpatient medical clinic, and 2,319 square foot office area for the support operations of the assisted living facility.

The proposed restaurant would be open to the public, and the applicant is proposing to include outdoor seating in the public plaza area that could be utilized for the restaurant patrons, or the general public. A large kitchen facility is proposed as part of the restaurant. This kitchen facility would also be utilized to prepare the food as part of the assisted living facility. The food would be prepared in the ground floor kitchen, and transported to the assisted living facility through a dumbwaiter system.

The outpatient clinic is proposed to be open to the public, and would handle non-emergency medical issues. As currently proposed, the clinic area would be improved

with a handicap accessible restroom. The remainder of the clinic area is currently proposed to be open. When an operator of the clinic is identified, tenant improvement plans would be required to be submitted to the Planning Division for any interior modifications.

For the operation of the assisted living facility, the main offices and entrance to the facility would be located on the ground floor. All office employees, residents, and guests would enter and exit through the controlled access point and into the reception/front lobby area. Elevators would then be utilized to enter the facility located on the third through fifth floors of the building. As proposed, no residents would be able to exit the facility, except through the controlled entry point on the ground floor. As the assisted living facility is proposed to accommodate patients with dementia and other similar medical conditions, the residents would not have automatic entry/exit privileges. The residents would either be escorted by nurses and staff on designated outings, or resident family members or acquaintances would be able to escort the resident from the facility for day visits.

In regards to the operations assisted living facility on the upper floors, the first level of the resident living quarters would be located on the third floor of the building. This level would include: 32 resident rooms; the main dining area where ambulatory residents would have all their meals served; two activity rooms; a resident lounge; three nurses stations (one in each wing of the building); and access to two rooftop terraces.

The second level of the facility would include: 32 resident rooms; two activity rooms; a tenant lounge; a smaller dining room for less ambulatory residents; hair salon; staff lounge; and three nurse stations. The third and final level of the facility would include: 32 resident rooms; a small dining room; two activity rooms; a spa and Jacuzzi room; laundry facility; and three nurse stations.

All residents would be able to access the rooftop terraces on the first level of the facility. Nurses and staff would be monitoring the terraces at all times. If residents become agitated or the noise level becomes elevated, staff of the facility would be present to immediately address the situation. The perimeter wall around the terraces would include tall glass paneling, to allow the residents to enjoy the view, while ensuring the safety of the residents. The glass paneling also provides a sound buffer to ensure any ambient noise from the terrace is significantly limited to not impact the neighboring residents or property owners.

CIRCULATION/PARKING – As proposed, site access would be provided by three driveways located along Catherine Ave. The two western most driveways would provide access to the first floor of the parking garage, and loading area for the commercial uses. The eastern most driveway on Catherine Ave. would provide access to the second floor of the parking garage. As proposed, the first floor of the parking garage would be designated for the guests and employees of the restaurant, outpatient clinic and the guests visiting residents of the assisted living facility. The second floor of the parking structure is proposed to be restricted access for the nurses and employees for the assisted living facility, and would be gated.

In terms of parking requirements, a total of 70 parking spaces are provided on-site. The restaurant (1 space/100 s.f.), kitchen (1 space/300 s.f.), and outpatient clinic (1 space/250 s.f.) require a total of 28 parking spaces to be provided. A total of 37 parking spaces are provided on the non-restricted ground floor of the parking garage. For the assisted living facility, per Section 20.400.310 of the Stanton Municipal Code, one parking space must be provided per three beds provided as part of a residential care facility for the elderly. As such, the applicant is proposing to provide 120 beds, which equates to 40 required parking spaces. These parking spaces are designated to accommodate ambulatory residents, employees of the facility, and guests of the facility. Eight parking spaces are provided on the ground level of the parking garage for guests of the facility, and a total of 33 parking spaces are provided on the second floor of the parking structure for employees of the assisted living facility.

The location of the second floor of the parking structure is on the eastern portion of the subject site. To ensure the illumination of the parking structure, or the headlights from the vehicles do not impact the neighboring uses, three foot barrier walls are placed along the parking area to block the headlights as the vehicles travel through the structure. In addition, on the exterior of the building, decorative awnings are proposed, which also act to obscure the light produced from the overhead lighting, and direct the ambient light toward the ground. Furthermore, the applicant is proposing to plant a minimum of eight mature trees along the eastern property line to ensure that a dense landscape buffer is provided to further obstruct light and any ambient noise. Conditions of approval for Precise Plan of Development PPD-766 have been included to ensure these items are constructed, installed and maintained.

OPEN SPACE/LANDSCAPING – Per Section 20.230.050 (Mixed-Use Overlay Zone Development Standards) of the SMC, a minimum of 10% of the site shall be provided for publicly accessible open space, and a minimum of 15% of the total floor area of the dwelling area shall be provided for common open space for the residential component. For this site, that equates to a minimum of 4,949 square feet dedicated to publicly accessible open space, and 7,424 square feet dedicated towards common open space for the residents.

To meet this requirement, the applicant is proposing to develop 5,255 square feet of publicly accessible open space, including the public plaza on the ground floor of the development, adjacent to Beach Blvd. This proposal would also meet the goals of the Livable Beach Blvd. Mobility Plan, which identifies this site as a potential location for a public plaza. The applicant has proposed to improve the public plaza with lush landscaping, seating areas, and a water feature or art sculpture.

To meet the common open space requirement for the residential use, the applicant is proposing two elevated rooftop terraces. The eastern terrace would total 4,216 square feet in size, and the western terrace would total 4,505 square feet, for a combined total of 8,721 square feet. As indicated in the operations section, these rooftop terraces would be under constant surveillance by the staff and security of the facility.

Beyond the open space requirement, the applicant is proposing to provide a lush

landscaping along the eastern and northern property lines. This will assist in providing a visual buffer, and break up the building massing.

DESIGN AND ARCHITECTURE – For the South Gateway Mixed Use District, the development standards are different than the traditional setback standards previously observed in past development in the City. As part of the mixed-use districts, there is no longer simply a minimum setback, but also a maximum setback. This new standard is called the build-to-zone, where a building must be located within the minimum and maximum setbacks. In addition, there are regulations that require a minimum of the building frontage length to be located within the build-to-zone. As such, for this development, the minimum setback along Catherine Ave. is zero feet, with a maximum of a ten foot setback. In addition, a minimum of 65% of the building frontage would need to be located within the build-to-zone.

To meet this requirement, the applicant has designed the building to have a presence along Catherine Ave., while setting a portion of the upper floors back from the street and adjacent residents. The rooftop terraces were designed to be located within the build-to-zone to meet the development standards. This allowed majority portion of the upper floors of the building to be setback from Catherine Ave., with the majority of the upper floor area situated along the northern property boundary, along the Orange County Flood Control Channel.

Overall, the building is designed in a T-shape. The short leg of the “T” runs in a north-south direction and terminates within the build-to-zone along Catherine Ave. The short leg is approximately 70 feet in width and is angled away Catherine Ave. to minimize the building massing along the street. The long leg of the T-shape is located along the northern property line adjacent to the channel. Along the eastern boundary line, adjacent to the existing residential properties, the building is set back a minimum of ten feet. Again, rooftop terraces are utilized to break up the building massing on the eastern elevations. In addition, the “T” portion of the building is angled to reduce the building massing directly adjacent to the neighboring property.

In terms of the architectural design, the exterior of the proposed building is designed in a contemporary style, with clean straight lines and complementary layered materials. The architect has provided articulation along the elevations to break up the massing, and provide designed focal points. Each elevation is comprised of alternative wall planes of medium brown stucco, chocolate brown engineered wood siding applied in a horizontal direction, stonework and wrought iron decorative features. The roof material would be a terra cotta style tile.

AMENDMENT TO THE ZONING CODE – In order to meet Orange County Fire Authority access requirements, exterior access balconies and walkways were required as part of the development proposal. These walkways must be ADA accessible, which is a minimum of five feet in width. The current allowed projection from the building façade per Figure 2-13 in Section 20.230.060 of the SMC is three feet. As such, in order to accommodate the projecting balconies that are utilized for emergency access, the applicant is proposing to expand the projection from the building façade to be five feet.

WATER WELL – In the northeast portion of the property, there is an active, private water well, and associated pumping equipment. There is a 10 foot easement running along the eastern property line of the subject site to provide access to the well and pumping equipment. This water well was constructed in 1949 and is 167 feet in depth. Per the regulations of OC Health, when a well has less than five connections, it is considered private, and is no longer regulated by any agency. The water well adjacent to the site currently only has four connections. On April 24, 2013, the Orange County Health Care Agency Department of Environmental Health transitioned the water well from a publicly regulated well to a private well. As a result of transitioning the well to be private, there are no longer any agencies that regulate the well, construction around the well, or the water quality coming from the well.

As part of the proposed development, the applicant is proposing to construct the building within approximately six feet of the well site. To ensure the well is not contaminated, damaged or destroyed during construction, the applicant will be engineering a system to protect the well during the construction and operational stages of the development. As part of the resolution of approval for the Precise Plan of Development, a number of conditions have been incorporated to ensure the proper protection of the well. Conditions have also been added to ensure that if the well is damaged or contaminated during the construction phase, the applicant will be responsible for providing potable water to the four properties that would be affected.

DEVELOPMENT AGREEMENT – As part of the entitlement process, the City Council authorized staff to enter into negotiations for a development agreement for this project. The Development Agreement would vest the Applicant with the authority to develop the assisted living facility in accordance with the existing land use laws, regulations, and ordinances. In other words, if the land use laws, regulations, and ordinances change during the life of the Development Agreement, the applicant would still be able to develop the project, according the Agreement. In exchange, the developer has agreed to provide improvements to existing parkland within the City as a public benefit. Specifically, the developer has agreed to redevelop the park on the southwest corner of Beach Blvd. and Orangewood Ave.

ENVIRONMENTAL IMPACT

In accordance with the requirements of the California Environmental Quality Act, a Mitigated Negative Declaration (MND) has been drafted. The environmental factors that were determined to require mitigation included: Biological Resources, Transportation/Traffic, Cultural Resources, Hydrology/Water Quality, and Mandatory Findings of Significance. The Notice of Availability for the state-mandated 30-day public review period was released on March 24, 2016. Written comments on the Draft MND (SCH#2016031086) were accepted until April 25, 2016. The City received four letters from stakeholder agencies. Response to comments were drafted and incorporated and have been included as part of the MND for consideration. A Mitigation Monitoring Program has also been drafted and incorporated into the document.

PUBLIC NOTIFICATION

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, on the City's website, and made public through the agenda-posting process.

Approved by,



Kelly Hart
Community Development Director

ATTACHMENTS

- A. PC Resolution No. 2349 (MND)
- B. Draft Mitigated Negative Declaration
- C. PC Resolution No. 2409 (DA)
- D. Draft Ordinance No. 1054 to adopt Development Agreement, Exhibit "A" – Draft Development Agreement
- E. PC Resolution No. 2348 (V)
- F. PC Resolution No. 2386 (AZC)
- G. Draft Ordinance No. 1053 to adopt Amendment to the Zoning Code
- H. PC Resolution No. 2347 (PPD)
- I. Vicinity Map
- J. Project Narrative
- K. Architectural Plans

RESOLUTION NO. 2349

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON, CALIFORNIA RECOMMENDING THE CITY COUNCIL ADOPT A MITIGATED NEGATIVE DECLARATION AND APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF A FIVE-STORY MIXED-USE DEVELOPMENT PROJECT LOCATED AT 12282 BEACH BLVD. (APNs: 131-483-01, 02 & 03)

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14 §15000 et seq.), the City of Stanton is the lead agency for the proposed Project; and

WHEREAS, in accordance with State CEQA Guidelines section 15063, the City prepared an Initial Study to determine if the Project could have a significant effect on the environment; and

WHEREAS, based on the information contained in the Initial Study, which concluded that the Project would not have a significant impact on the environment with mitigation incorporated, the City determined that a Mitigated Negative Declaration ("MND") should be prepared for the Project, and an MND was prepared pursuant to CEQA, and the State CEQA Guidelines; and

WHEREAS, in accordance with State CEQA Guidelines section 15072(b), on March 24, 2016, the City mailed a Notice of Intent to Adopt the MND to the Office of Planning and Research and all responsible and trustee agencies and members of the public; and

WHEREAS, as required by State CEQA Guidelines, section 15072(d), on April 6, 2016, the Notice of Intent to Adopt the MND was posted by the Clerk for the County of Orange; and

WHEREAS, during the public comment period, copies of the MND and technical appendices were available for review and inspection at City Hall; and

WHEREAS, pursuant to State CEQA Guidelines section 15073, the MND was circulated for a 30-day review period from March 24, 2016 through April 25, 2016, during which the City received comment letters from the Airport Land Use Commission

for Orange County, Planning Division Orange County Public Works Service Area/OC Development Services, Garden Grove Unified School District, and Caltrans Regional Community-Transit Planning District 12; and

WHEREAS, responses were prepared for the comment letters received and transmitted to the commenting agencies, as well as incorporated into the Final Mitigated Negative Declaration; and

WHEREAS, the proposed Mitigation Monitoring and Reporting Program is attached hereto as Exhibit "A"; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider the Project by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the subject property, posting the notice on the City's webpage, and making the notice available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly-noticed public hearing to consider and make a recommendation to the City Council regarding the Project and the MN; and

WHEREAS, at the Planning Commission public hearing, members of the public were afforded an opportunity to comment upon the Project and the MND; and

WHEREAS, as contained herein, the Planning Commission has endeavored in good faith to set forth the basis for its decision on the Project; and

WHEREAS, all the requirements of the Public Resources Code, and the State's CEQA Guidelines have been satisfied by the City in connection with the preparation of the MND, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project, as well as feasible mitigation measures, have been adequately evaluated; and

WHEREAS, the MND prepared in connection with the Project sufficiently analyzes the feasible mitigation measures necessary to avoid or substantially lessen the Project's potentially significant environmental impacts; and

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

WHEREAS, the findings and conclusions made by the Planning Commission in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this

reference. The findings are not based solely on the information provided in this Resolution; and

WHEREAS, prior to consideration, the Planning Commission has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the Initial Study, MND, and Mitigation Monitoring and Reporting Program, and all oral and written evidence presented to it during the hearing; and

WHEREAS, the MND reflects the independent judgment of the Planning Commission and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, no comments made in the public hearings conducted by the Planning Commission and no additional information submitted to the Planning Commission have produced substantial new information requiring recirculation of the MND or additional environmental review of the Project under State CEQA Guidelines section 15073.5; and

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

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

SECTION 1: Recitals. The Planning Commission hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: CEQA. . As an advisory body for the Project, the Planning Commission has reviewed and considered the information contained in the MND, Initial Study, comments received, and other documents contained in the administrative record for the Project. The Planning Commission recommends that the City Council finds that the MND, Initial Study and administrative record contain a complete and accurate reporting on the environmental impacts associated with the Project. The Planning Commission further recommends that the City Council find that the MND, and Initial Study have been completed in compliance with CEQA, and the State CEQA Guidelines.

SECTION 3: Findings on Environmental Impacts. Based on the whole record before it, including the MND, Initial Study, the administrative record and all other written and oral evidence presented to the Planning Commission, the Planning Commission recommends that the City Council find that all environmental impacts of the Project are either less than significant or can be mitigated to less than significant levels pursuant to the mitigation measures outlined in the MND, the Initial Study and the Mitigation Monitoring and Reporting Program. The Planning Commission further recommends that the City Council find that there is no substantial evidence in the administrative record supporting a fair argument that the Project may result in any significant environmental impacts. The Planning Commission recommends that the City Council find that the MND contains a complete, objective, and accurate reporting of the

environmental impacts associated with the Project and reflects the independent judgment and analysis of the City.

SECTION 4: Wildlife Resources. Pursuant to Fish and Game Code section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each proposed project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a "no effect" finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk's filing of a Notice of Determination.

SECTION 5: Recommendation Regarding Adoptions of the Mitigated Negative Declaration. The Planning Commission hereby recommends that the City Council adopt the MND.

SECTION 6: Adoption of Mitigation Monitoring and Reporting Program. The Planning Commission hereby recommends the City Council adopt the Mitigation Monitoring and Reporting Program prepared for the Project, attached hereto as Exhibit "A".

SECTION 7: Location and Custody of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Avenue, Stanton, CA 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 8. Certification. The Chairman shall sign this Resolution and the Secretary shall attest and certify to the passage and adoption thereof.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on June 22, 2016 by the following vote, to wit:

AYES:	COMMISSIONERS:	_____
NOES:	COMMISSIONERS:	_____
ABSENT:	COMMISSIONERS:	_____
ABSTAIN:	COMMISSIONERS:	_____

Joel Greer, Chairman
Stanton Planning Commission

Kelly Hart
Planning Commission Secretary

City of Stanton

12282 Beach Boulevard Mixed-Use Project

Draft
**Initial Study-
Mitigated Negative
Declaration**

**PROVIDED UNDER SEPARATE
COVER ON CD**



March 2016

Environmental Scientists Planners Engineers

ATTACHMENT B

RESOLUTION NO. 2409

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON RECOMMENDING THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ASSISTED LIVING, LLC FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

THE PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the City of Stanton ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

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

WHEREAS, Stanton Assisted Living, LLC proposes to develop a 1.12-acre site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for mixed-use, commercial and residential uses on the Property ("Project"); and

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

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

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

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

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

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

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State CEQA Guidelines section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 22, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed the impacts related to the proposed Project, including the proposed Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, a Development Agreement and a Mitigated Negative Declaration for the Project ("MND"), by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the subject property, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, the Development Agreement and the Mitigated Negative Declaration for the Project ("MND"), at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

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

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

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

SECTION 2: CEQA. The requirements of the California Environmental Quality Act (CEQA) have been satisfied in that an Initial Study and Mitigated Negative Declaration (IS/MND) were prepared for the Project, and the Planning Commission has recommended that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

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

1. **Public Benefit:** The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes uses including a restaurant, outpatient medical clinic, and offices that generate additional employment opportunities and services for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial parkland improvements for an existing park located on the southwest corner of Beach Blvd. and Orangewood Ave., which the City would not have otherwise been able to achieve.

2. **General Plan, Specific Plan, and Zoning Code Consistency:** The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the South Gateway Mixed-Use District, which allows commercial, office, and residential uses up to five stories in height and a density of 60 units per acre (du/ac) or up to 213 residents per acre. The Project meets those General Plan and Zoning Code standards, with exception of the minimum property size requirement. However, with approval of a variance in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the South Gateway Mixed Use Overlay zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Goal LU-1.1: Create an economic and fiscal balance of residential, commercial and industrial uses. The Project is a blend of residential and commercial uses that will provide housing, a restaurant, medical clinic, and office space.

Goal LU-2.1: Encourage land uses which provide employment opportunities for Stanton residents. The Project includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The three lots where the Project Site lies have been vacant for a period of at least ten years. The Project would fill those vacant lots with a mixed-use development that includes residential and commercial uses.

Goal CD-2.1: Increase the number of public spaces within the city, as well as the quality of existing and new public spaces. Strategy CD-2.1.1: Encourage the provision of public spaces as part of private development and redevelopment projects. The Development Agreement requires the Applicant to redesign and construct the park located on the southwest corner of Beach Blvd. and Orangewood Ave. in the City. Among other things, the park's new design will have permanent seating walls, the installation of new lighting, the installation of a new irrigation system, and design treatments including stonework, stamped concrete walkways, and large potted planting containers. The revitalized park will be a better amenity for Stanton residents.

Goal ED-3.1: Attract emerging growth industries with the potential to provide a range of competitive wages, especially higher paying jobs, for Stanton's residents. Strategy ED-3.1.1 Initiate an economic development strategy that focuses on retail, office, industrial and mixed-uses, to assist in expanding the city's present economic climate. The Project is a mixed-use development that includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which includes a mixture of housing and commercial uses. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a five-year term in which the Applicant has a vested right to develop an assisted living facility and commercial space on the Project Site in accordance to existing City regulations. In exchange, the Project will provide employment opportunities for Stanton residents. Moreover, the Applicant will provide substantial park improvements for the existing park located on the southwest corner of Beach Blvd., and Orangewood Ave.

SECTION 4: Council Body to Approve. As provided in section 8.5 of the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plan of development,

variance, zoning code amendment, and associated MND for the project addressed by the Development Agreement.

SECTION 5: Planning Commission Recommendation: The Planning Commission hereby recommends that the City Council approve and adopt the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Stanton Assisted Living, LLC, a California limited liability company".

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

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

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

ADOPTED, SIGNED, AND APPROVED by the Planning Commission of the City of Stanton at a special meeting held on June 22, 2016 by the following vote, to wit:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

Joel Greer, Chairman
Stanton Planning Commission

Kelly Hart
Planning Commission Secretary

ORDINANCE NO. 1054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ASSISTED LIVING, LLC FOR CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the City of Stanton ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

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

WHEREAS, Stanton Assisted Living, LLC proposes to develop a 1.12-acre site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for mixed-use, commercial and residential uses on the Property ("Project"); and

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

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

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

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

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

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

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State CEQA Guidelines section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 22, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed the impacts related to the proposed Project, including the proposed Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, a Development Agreement and a Mitigated Negative Declaration for the Project ("MND"), by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the subject property, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, the Development Agreement and the Mitigated Negative Declaration for the Project ("MND"), at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

WHEREAS, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on June 28, 2016, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement; and

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council has approved and adopted a Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the proposed project, including this Development Agreement.

SECTION 2. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes uses including a restaurant, outpatient medical clinic, and offices that generate additional employment opportunities and services for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial parkland improvements for [PARK], which the City would not have otherwise been able to achieve.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the South Gateway Mixed-Use District, which allows commercial, office, and residential uses up to five stories in height and a density of 60 units per acre (du/ac) or up to 213 residents per acre. The Project meets those General Plan and Zoning Code standards, with exception of the minimum property size requirement. However, with approval of a variance in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the South Gateway Mixed Use Overlay zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Goal LU-1.1: Create an economic and fiscal balance of residential, commercial and industrial uses. The Project is a blend of residential and commercial uses that will provide housing, a restaurant, medical clinic, and office space.

Goal LU-2.1: Encourage land uses which provide employment opportunities for Stanton residents. The Project includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The three lots where the Project Site lies have been vacant for a period of at least ten years. The Project would fill those vacant lots with a mixed-use development that includes residential and commercial uses.

Goal CD-2.1: Increase the number of public spaces within the city, as well as the quality of existing and new public spaces. Strategy CD-2.1.1: Encourage the provision of public spaces as part of private development and redevelopment projects. The Development Agreement requires the Applicant to redesign and construct [WHICH PARK] in the City. Among other things, the park's new design will have permanent seating walls, the installation of new lighting, the installation of a new irrigation system, and design treatments including stonework, stamped concrete walkways, and large potted planting containers. The revitalized park will be a better amenity for Stanton residents.

Goal ED-3.1: Attract emerging growth industries with the potential to provide a range of competitive wages, especially higher paying jobs, for Stanton's residents. Strategy ED-3.1.1 Initiate an economic development strategy that focuses on retail, office, industrial and mixed-uses, to assist in expanding the city's present economic climate. The Project is a mixed-use development that includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which includes a mixture of housing and commercial uses. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a five-year term in which the Applicant has a vested right to develop an assisted living facility and commercial space on the Project Site in accordance to existing City regulations. In exchange, the Project will provide employment opportunities for Stanton residents. Moreover, the Applicant will provide substantial park improvements for the park located on the southwest corner of Beach Blvd. and Orangewood Ave.

SECTION 3. As provided in section 8.5 of the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the

approving body for the precise plan of development, variance, zoning code amendment, and associated MND for the project addressed by the Development Agreement.

SECTION 4. The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Stanton Assisted Living, LLC, a California limited liability company". The Development Agreement shall not take effect unless and until Precise Plan of Development PPD-766, Variance V14-01, Zoning Code Amendment AZC15-03, and the associated Mitigated Negative Declaration are each approved by the City Council.

SECTION 5. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of these documents.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. This ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CMC
CITY CLERK

APPROVED AS TO FORM:

CERTIFICATION STATEMENT

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 1054, passed by the people of the City of Stanton, as declared by the City Council on the day and year set forth above, and published pursuant to law.

PATRICIA A. VAZQUEZ, CMC
CITY CLERK

EXHIBIT "A"

**CITY OF STANTON AND STANTON ASSISTED LIVING, LLC
DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:
City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: City Manager

Fee Exempt - Gov't Code §6103
(Space above for Recorder's Use)

DEVELOPMENT AGREEMENT

between

**THE CITY OF STANTON,
a California municipal corporation**

and

**STANTON ASSISTED LIVING, LLC
a California limited liability company**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered by and between THE CITY OF STANTON, a California municipal corporation ("City"), and STANTON ASSISTED LIVING, LLC, a California limited liability company ("Owner") with reference to the following facts:

RECITALS.

A. 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 Statute," Sections 65864 et seq., of the California Government Code. City, a general law city, is authorized by the Development Agreement Statute to enter into development agreements with persons and entities having legal or equitable interests in real property for the purpose of establishing predictability for both City and the property owner in the development process. Owner has requested that City enter into a development agreement for the development of the Property, as defined below. City enters into this Agreement pursuant to the provisions of the California Government Code, the City's General Plan, the City Municipal Code, and applicable City policies.

B. Owner has a legal or equitable interest in that certain real property consisting of approximately 1.12 acres of land located in the City of Stanton, County of Orange, State of California, more particularly described in Exhibit "A" (the "Property"). Owner desires to develop the Property for mixed-use, commercial, and residential uses.

C. This Agreement assures that development of the Property may occur in accordance with City's General Plan. The development of the Property pursuant to the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals (as each of those terms and phrases is defined within this Agreement) shall be referred to as the "Development Plan."

D. This Agreement also constitutes a current exercise of City's police powers to provide predictability to Owner in the development approval process by vesting the permitted use(s), density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner's commitment to provide significant public benefits to City (the "Public Benefits") as set forth in Section 9.

E. The provision by Owner of the Public Benefits allows the City to realize significant economic, recreational, park and open space benefits. The Public Benefits will advance the interests and meet the needs of Stanton's residents and visitors.

F. In return for Owner's participation and commitment to these significant contributions of private resources for public purposes, City is willing to exercise its authority to enter into this Agreement and to make a commitment of predictability for the development process for the Property. Absent City's willingness to make such a commitment, Owner would be unwilling to enter into this Agreement or make the

significant investment of private resources for public purposes identified in this Agreement.

AGREEMENT

City and Owner agree as follows:

1. INTEREST OF OWNER. Owner represents that it has a legal or equitable interest in the Property and is authorized to enter into this Agreement.
2. PUBLIC HEARINGS. On _____, 2016, after providing notice as required by law, the City Council held a public hearing on this Agreement and made the findings set forth in Section 3.
3. CITY COUNCIL FINDINGS. The City Council finds that:
 - 3.1 This Agreement provides benefit to the City. Specifically, this Agreement ensures a desirable and functional community environment, provides effective and efficient development of infrastructure and services appropriate for the development of the Project, enhances effective utilization of resources within the City, provides assurances to the developer in an effort to control the cost of housing and development to the consumer, and provides other significant benefits to the City and its residents.
 - 3.2 This Agreement also provides public benefits beyond those which are necessary to mitigate the development of the Project.
 - 3.3 Moreover, this Agreement strengthens the public planning process, encourages private participation in comprehensive planning, particularly with respect to the implementation of the City's General Plan, and reduces the economic costs of development and government.
 - 3.4 In addition, this Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan, any applicable Specific Plan, and the City's Zoning Code.
 - 3.5 This Agreement complies with the requirements of Government Code Sections 65864 through 65869.5.
 - 3.6 The best interests of the citizens of the City and the public health, safety, and welfare will be served by entering into this Agreement.
4. CONTINUING OBLIGATIONS. This Agreement binds the City now and in the future. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than deferring its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by the City staff

and the City Council and have been found to be fair, just, and reasonable. City has concluded that the Project will serve the best interests of its citizens and that the public health, safety, and welfare will be best served by entering into this Agreement.

5. DEFINITIONS. In this Agreement, unless the context otherwise requires, the following terms and phrases shall have the following meanings:

5.1 "Agreement" shall mean this Development Agreement between the City and Owner. The term "Agreement" shall include any amendment properly approved and executed pursuant to Section 7.5.

5.2 "Approval Date" means the date on which the City Council conducted the first reading of the ordinance adopting this Agreement. That date is _____, 2016.

5.3 "City" shall mean the City of Stanton, a California municipal corporation.

5.4 "City Council" shall mean the governing body of the City.

5.5 "City Municipal Code" shall mean the Stanton Municipal Code. However, changes to the Stanton Municipal Code occurring between the Approval Date and the Effective Date shall not be considered part of the City Municipal Code for purposes of this Agreement without Owner's prior written consent.

5.6 "Day" refers to a calendar day unless specifically stated as a "business day."

5.7 "Default" shall refer to a Major Default or Minor Default as defined herein.

5.8 "Development" shall mean the improvement of the Property for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and private facilities related to the Project whether located within the Property; the construction of buildings and structures; the installation of landscaping; and other improvements.

5.9 "Development Approvals" shall mean all permits and other entitlements approved or issued by the City for the use of, construction upon, and/or development of the Property. For the purposes of this Agreement, Development Approvals shall be deemed to include, but are not limited to, the following actions, including revisions, addenda, amendments, and modifications to these actions:

this Agreement;

amendments to this Agreement;

variance;
parcel merger;
precise plan of development permit;
zoning code amendment;
grading and building permits;
certificates of compliance and/or lot line adjustments;
street, drainage, utility, stormwater, and landscape permits;
occupancy permits; and
environmental review documents for the Project.

- 5.10 "Development Impact Fees" shall mean all fees established and imposed upon the Project by the City pursuant to the Mitigation Fee Act as set forth in California Government Code Section 66000 et seq. and this Agreement.
- 5.11 "Development Plan" means the Existing Land Use Regulations, this Agreement, the Subsequent Land Use Regulations to which Owner has consented in writing, and Subsequent Development Approvals.
- 5.12 "Effective Date" shall mean the date the ordinance adopting this Agreement becomes effective.
- 5.13 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date.
- 5.14 "General Plan" shall mean the general plan of the City.
- 5.15 "Implementing Agreement" refers to any agreement entered into by Owner and the City for the implementation of obligations established in this Agreement.
- 5.16 "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, timing and phasing of development, the maximum height and size of buildings, and the design, improvement, construction, and initial occupancy standards and specifications applicable to the Project. Land Use Regulations do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

- The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;
 - Taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Owner is paying any fee or providing any improvement pursuant to this Agreement;
 - The control and abatement of nuisances;
- 5.17 "Major Default" refers to the material and substantial failure (1) City's failure to issue Subsequent Development Approvals in accordance with its obligations under this Agreement, or failure by (2) either Party to provide the agreed upon cooperation needed to implement the Public Benefits and/or the development of the Property pursuant to the Development Plan, including but not limited to a failure to comply with the terms of any Implementing Agreement. This definition is not intended to expand or limit the legal definition of "materiality," but only to establish the agreement of the Parties as to the nature of a default which could lead to an early termination of this Agreement.
- 5.18 "Minor Default" means a failure by Owner or City to comply with the terms and conditions of this Agreement which is not a "Major Default" as defined herein.
- 5.19 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device, a lender, and their successors and assigns.
- 5.20 "Owner" refers to Stanton Assisted Living, LLC, and Owner's successors and assigns as set forth in Section 14.14.
- 5.21 "Owner's Vested Right" refers to Owner's guaranteed right to develop the Property as set forth in this Agreement, with particular reference to Section 8.
- 5.22 "Paragraph" means a lettered or numbered paragraph of an Exhibit to this Agreement, unless specifically stated to refer to another document or matter. (Note below that "Section" means a lettered or numbered section of the main body of this Agreement.) A reference to a Paragraph includes all subparagraphs of that Paragraph.
- 5.23 The "Parties" means the City and Owner. A "Party" refers to either the City or the Owner.

- 5.24 "Precise Plan of Development" means site plan and design review in accordance with Chapter 20.530 of the City Municipal Code.
- 5.25 "Project" means the development of the Property as set forth in the Development Plan.
- 5.26 "Property" means the real property described in Exhibit "A".
- 5.27 "Public Benefits" refers to those benefits provided to the City and the community by Owner pursuant to Section 9 and Exhibit "B" below.
- 5.28 "Reservation of Authority" means the rights and authority specifically reserved to City which limits the assurances and rights provided to the Owner under this Agreement. The Reservation of Authority is described in Section 8.5.
- 5.29 "Section" refers to a numbered section of this Agreement, unless specifically stated to refer to another document or matter.
- 5.30 "Subsequent Development Approvals" means all Development Approvals and permits approved, granted, or issued after the Effective Date for the Project which are required or permitted by the Existing Land Use Regulations, the Subsequent Land Use Regulations to which Owner has consented in writing, and this Agreement. Subsequent Development Approvals include, without limitation, provisions of the City Municipal Code, precise plan of development permits, site development permits, excavation, grading, building, construction, encroachment or street improvement permits, occupancy certificates, utility connection authorizations, drainage, landscape, or other permits or approvals necessary for the grading, construction, marketing, use and occupancy of the Project.
- 5.31 "Subsequent Land Use Regulations" means those Land Use Regulations which are both adopted and effective after the Approval Date and which are not included within the definition of Existing Land Use Regulations. "Subsequent Land Use Regulations" include any Land Use Regulations adopted by moratorium by initiative, City action, or otherwise
- 5.32 "Term" means the term of this Agreement as set forth in Section 7.2 of this Agreement.
- 5.33 "Unit" means a living quarter within an assisted living care facility that may include kitchenettes, and includes a maximum of two written or oral agreements for each living quarter within the Project. This definition is provided solely for the purposes of determining the uses which may be built as a part of the Project and for calculating the public benefit fees described in Exhibit "B", and is not intended to allow for conversion of non-residential uses to residential uses.

6. EXHIBITS. All exhibits attached to this Agreement are incorporated as a part of this Agreement. Those exhibits are:

Exhibit	Description
"A"	Legal Description of the Property
"B"	Public Benefits
"C"	Assignment and Assumption Agreement

7. GENERAL PROVISIONS.

7.1 Binding Effect of Agreement. This Agreement shall be recorded against the Property and shall run with the land. The Development shall be carried out only in accordance with the terms of this Agreement. Until released or terminated pursuant to the provisions of this Agreement or until Owner has fully performed its obligations arising out of this Agreement, no portion of the Property shall be released from this Agreement.

7.2 Term of Agreement. The Term shall commence on the Effective Date. The Term shall continue for a period of five (5) years from the Effective Date, subject to the following:

7.2.1 *Extensions of Term.* The Term shall be extended for periods equal to the time during which:

7.2.1.1 Litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative.

7.2.1.2 Any application by Owner for state or federal regulatory permits and/or approvals required for the Project has been pending more than one year after its submittal, beginning on the 366th day following its submittal for approval.

7.2.1.3 Any other delay occurs which is beyond the control of the Parties, as described in Section 14.10.

7.2.2 As provided in Section 7.3 and elsewhere within this Agreement, the Term may end earlier than the end of the Term specified in this Section.

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

7.3.1 Expiration of the Term as set forth in Section 7.2;

7.3.2 Entry of a final judgment setting aside, voiding, or annulling the adoption of the ordinance approving this Agreement;

7.3.3 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement;

7.3.4 Completion of the Project in accordance with the terms of this Agreement, including issuance of all required occupancy permits and the satisfaction of all of Owner's obligations under this Agreement; and

7.3.5 As may be provided by other specific provisions of this Agreement.

7.4 Effect of Termination. Subject to Section 8.9, upon any termination of this Agreement, the only rights or obligations under this Agreement which either Party shall have are:

7.4.1 The completion of obligations which were to have been performed prior to termination, other than those which are separately addressed by Section 12;

7.4.2 The performance and cure rights set forth in Section 12; and

7.4.3 Those obligations that are specifically set forth as surviving this Agreement, such as those described in Section 9 and in Sections 11.1 through 11.7 and 14.15.

7.5 Amendment or Cancellation of Agreement. This Agreement may be amended from time to time or canceled only by the written consent of both City and Owner in the same manner as its adoption, as set forth in California Government Code Section 65868. Any amendment or cancellation shall be in a form suitable for recording in the Official Records of Orange County, California. An amendment or other modification of this Agreement will continue to relate back to the Effective Date of this Agreement (as opposed to the effective date of the amendment or modification), unless the amendment or modification expressly states otherwise.

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

Accordingly, the Parties may mutually consent to adopting “Minor Changes” through their signing of an “Operating Memorandum” reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are “Minor Changes” subject to this Section 7.6 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

- 7.7 Relationship of City and Owner. The contractual relationship between City and Owner arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.
- 7.8 Notices. All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:
City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: City Manager

With a copy to:
Matthew E. Richardson
Best Best & Krieger LLP
18101 Von Karman Avenue, Suite 1000
Irvine, California 92612

If to Owner, to:
Stanton Assisted Living, LLC
[insert]

With a copy to:

[INSERT]

City or Owner may change its address by giving notice in writing to each of the other names and addresses listed above. Thereafter, notices, demands, and correspondence shall be addressed and transmitted to the new address. Notice shall be deemed given upon personal delivery or, if mailed, two (2) business days following deposit in the United States mail.

7.9 Waiver of Right to Protest. Execution of this Agreement is made by Owner without protest. Owner knowingly and willingly waives any rights it may have under California Government Code Section 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or other exactions imposed on the Project as authorized by this Agreement.

8. DEVELOPMENT OF THE PROPERTY.

8.1 Owner's Vested Right. Owner shall have the vested right to complete Development of the Property in accordance with the Development Plan as provided in this Agreement ("Owner's Vested Right"). To enable Owner to complete the Project, Owner's Vested Right shall include, but not be limited to, the rights to (1) develop and build an assisted living facility as per the plans and specifications approved by the City Council, (2) the timely issuance by the City of all Subsequent Development Approvals, and (3) the timely taking by the City of such other actions that are (i) requested by Owner and (ii) consistent with the terms of this Agreement. Where the Development Plan permits the development of some or all of the Property within a specified range of dwelling Units or commercial square footage, Owner's Vested Right shall include the right to develop to the greater of: (i) the minimum number of dwelling Units and/or commercial square footage permitted by the Development Plan permits; and (ii) any greater number of dwelling Units and/or commercial square footage approved by City Council subsequent to the execution of this Agreement, provided that (i) Owner can comply with all development standards contained in the Development Plan and (ii) the Project does not exceed the development limits set forth in the General Plan for the Property as a whole.

Owner's Vested Right shall be subject to the Reservation of Authority set forth in Section 8.5 and all provisions of this Agreement, and may not be modified or terminated except as expressly provided by this Agreement.

8.2 Governing Land Use Regulations. The Land Use Regulations applicable to the Project and the Property shall be those contained in the Development Plan. An amendment or other modification of this Agreement will not change these applicable Land Use Regulations unless the amendment or modification expressly provides otherwise. Subsequent Land Use Regulations shall not apply to the Property except

as authorized in Section 8.7 of this Agreement, unless the Owner and the City mutually agree in writing that the Project will be subject to one or more Subsequent Land Use Regulations.

Nothing contained in this Section shall be deemed to authorize City to withhold any building permit, approval, and/or certificate of occupancy based on Owner's failure to comply with any Land Use Regulation that is not applicable to the Project because of this Agreement.

8.3 Permitted Uses. Except as otherwise provided within this Agreement, the permitted uses on the Property shall be as provided in the Development Plan.

8.4 Density and Intensity; Requirement for Reservation and Dedication of Land. Except as otherwise provided within this Agreement, the density and intensity of use for all Development on the Property, and the requirements for reservation and dedication of land, shall be as provided in the Development Plan.

8.5 Reservation of Authority. The following Land Use Regulations or Subsequent Land Use Regulations shall apply to the Property and the Project, provided that the City Council's determination in subsection 8.5.8 shall be considered an Existing Land Use Regulation implementing the maximum number of Units approved in the General Plan and the Unit range approved in the Zoning Code:

8.5.1 Processing fees and charges imposed by the City to cover the City's estimated or actual costs of reviewing and processing applications for the Project, providing inspections, conducting annual reviews, providing environmental analysis, or for monitoring compliance with this Agreement or any Development Approvals granted or issued, provided such fees and charges are in force and effect on a general basis on the date of filing such applications with the City. This Section shall not be construed to limit the authority of City to charge its then-current, normal and customary application, processing, and permit fees for Subsequent Development Approvals, building permits and other similar permits, which fees are designed to reimburse City's expenses attributable to such application, processing, and permitting and are in force and effect on a City-wide basis at such time as the Subsequent Development Approvals and permits are granted by City, notwithstanding the fact that such fees may have been increased by City subsequent to the Effective Date;

8.5.2 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals, and any other matter of procedure;

- 8.5.3 The following, provided that (i) they are uniformly applied to all development projects within the City and (ii) are not applied retroactively to any Development Approval issued before their adoption or amendment:
- 8.5.3.1 Uniform codes governing engineering and construction standards and specifications adopted by the City pursuant to state law. Such codes include, without limitation, the City's adopted version of the Uniform Administrative Code, California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code, and California Fire Code;
 - 8.5.3.2 Local amendments to those uniform codes which are adopted by the City pursuant to state law, provided they pertain exclusively to the preservation of life and safety; and
 - 8.5.3.3 The City's standards and procedures regarding the granting of encroachment permits and the conveyance of rights and interests which provides for the use of or the entry upon public property.
- 8.5.4 Regulations which may be in conflict with this Agreement, but which are objectively required (and there are no available reasonable alternatives) to protect the public health and safety in the event of a sudden, unexpected occurrence involving a clear and imminent danger, and demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services within the immediate community. Such regulations must be a valid exercise of the City's police power and must be applied and construed so as to provide Owner, to the maximum extent possible, with the rights and assurances provided in this Agreement. To apply to the Property, such regulations must be adopted after a public hearing and must be based upon findings of necessity established by a preponderance of the evidence. Any regulations, including moratoria, enacted by City and imposed on the Property to protect the public health and safety in the circumstances described above shall toll the Term and any time periods for performance by Owner and City set forth in this Agreement;
- 8.5.5 The City's public improvement engineering ordinances, policies, rules, regulations and standards in effect at the time of the construction of the Public Facilities;

- 8.5.6 Owner shall be issued building permits for the Project after permit applications are reviewed and approved by City in the City's customary fashion for such review and approval;
- 8.5.7 The City Council may, concurrently with the approval of: (i) the zoning amendment; (ii) variance, or (iii) precise plan of development determine the specific number of Units which may be built as part of the Project, within the maximum number of Units allowed in the General Plan, and the range of Units allowed in the Zoning Code. Such determination shall not constitute an amendment to this Agreement.
- 8.6 Development Impact Fees. Except as otherwise expressly provided within this Agreement:
- 8.6.1 Owner shall pay only those City Development Impact Fees uniformly applied to all development projects within the City as of the Approval Date and/or permitted under this Agreement, including, without limitation, residential impact fees of One Thousand and Forty-Nine Dollars (\$1049.00) per Unit, and fees levied by the County or regional agencies other than the City, including, without limitation, any and all school impact fees.
- 8.7 County-Mandated Impact Fees. Nothing in this Agreement shall relieve Owner of the responsibility to pay any impact fees established by the County of Orange or associated with any County program and for which Owner is legally responsible. Owner shall pay any such fees the City is required to collect or otherwise collects on behalf of the County of Orange.
- 8.8 Adequacy of Required Infrastructure. Subject to the Reservation of Authority, the City acknowledges and agrees that there will be sufficient capacity to accommodate the Project in the infrastructure and services owned, operated, outsourced, controlled, and/or provided by the City, including, without limitation, traffic circulation, storm drainage, trash collection, and flood control. Where City renders or outsources such services or owns such infrastructure, City shall serve the Project and there shall be no restrictions placed upon Owner concerning hookups or service for the Project, except as provided in Exhibit "B" and for reasons beyond City's control. Notwithstanding the foregoing, City does not warrant the adequacy of and City shall not be responsible or liable for any infrastructure or services that are not owned, operated, outsourced, controlled, and/or provided by City.
- 8.9 Vested Rights Upon Termination. Termination of the Agreement shall not invalidate any Land Use Regulations or terminate any Subsequent Development Approvals obtained prior to the date of termination. Upon any termination of this Agreement, Owner's vested rights, if any, shall be

determined by this Agreement to the extent development has occurred hereunder, and as to the remainder of the Project, by state and federal statutes and case law and then current factual state of the Development. Subject to that determination of rights and all other applicable law, Owner's right to continue development of the Project pursuant to some or all of the Development Plan shall be subject to the ordinary exercise of the City's police power, including the adoption of a zoning change, or other Land Use Regulations applicable to the Property. Owner acknowledges that following termination of this Agreement, except as to any development that has vested, City may amend the general plan designation of the Property and/or the zoning designation applicable to the Property.

- 8.10 Staffing and Expedited Processing. City shall employ all lawful actions capable of being undertaken by City to (i) promptly receive and, when complete, accept all applications for Subsequent Development Approvals and related environmental analysis, if any (collectively, "Applications"), and (ii) expeditiously process and take action upon the Applications in accordance with applicable law. These actions will include, but are not limited to:

8.10.1 In order to expedite either the processing of Applications or the review and "plan-checking" of Owner's submittals, Owner may request the City to retain a consultant or other third party to supplement the work of City staff. Upon such request, the City shall inform Owner within twenty (20) days of the estimated cost of retaining such assistance. If Owner agrees in writing to pay the full cost of retaining such assistance within ten (10) days after the City informs Owner of that estimated cost, the City shall immediately retain the consultant or other third party to provide that assistance. Under such circumstances, the City shall continue to use its best efforts to undertake the most accelerated processing of the Applications which the law permits. The City may require Owner to tender deposits against the estimated cost of retaining such assistance, and may further require Owner to make periodic payments of the costs of retaining such assistance.

8.10.2 With respect to the "plan-checking" of Owner's submittals, the City, directly or through its consultant, shall complete the plan-checking process within thirty (30) days of receiving each plan check submittal from Owner.

- 8.11 Changes in Federal and State Law. The Property may be subject to subsequently enacted state or federal laws or regulations which preempt local regulations or mandate the adoption of local regulations that conflict with the Development Plan. Upon discovery of such a subsequently enacted federal or state law, City or Owner shall provide the other Party

with written notice, a copy of the state or federal law or regulation, and a written explanation of the legal or regulatory conflict created. Within ten (10) days thereafter, City and Owner shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation. In such negotiations, City and Owner agree to preserve the terms of this Agreement and the rights of Owner as derived from this Agreement to the maximum feasible extent while resolving the conflict. City agrees to cooperate with Owner in resolving the conflict in a manner which minimizes any financial impact of the conflict upon Owner. City also agrees to process, in the same expedited manner as set forth for Applications in Section 8.13, Owner's proposed changes to the Development Plan as needed to comply with such federal or state law, and to process those changes in accordance with City procedures. Any delays caused by such changes in state or federal law shall toll the term of this Agreement and the time periods for performance by Owner and City set forth in this Agreement.

- 8.12 Cooperation in Securing Other Governmental Approvals and Permits. City agrees to make its staff available, at Owner's cost, to assist Owner in securing permits and approvals required by other governmental agencies to assure Owner's ability to (i) implement the Development Plan and (ii) perform its obligations under this Agreement in a timely manner. City does not warrant or represent that any other governmental permits or approvals will be granted.
- 8.13 Compliance with CEQA. Where the California Environmental Quality Act requires that an environmental analysis be performed in connection with a future discretionary approval granted by the City for the Project, the City, consistent with Section 8.13, shall provide the cooperation needed to expeditiously complete those actions.
- 8.14 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that, subject to Section 8.19 below, Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.
- 8.15 Refund of Fees. Within ninety (90) days after any termination of this Agreement, any Development Impact Fees or any other funds of any nature which have been paid by Owner to City in connection with the implementation of the Development Plan shall be refunded to Owner to

the extent that those fees were paid for any of the following, provided that no refund or reimbursement shall be required where the City has commenced construction of improvements paid for by such fees or funds, or where the City has committed such fees or funds through a binding agreement of any kind:

- Construction not yet started;
- Construction started, but not yet completed, provided that no refund or reimbursement shall be required for work for which the City is contractually obligated to pay; and
- Onsite or offsite mitigation for the impacts of construction described in the bullet points immediately above.

Any such refunds shall be limited to the actual amounts attributable to the development and/or construction not yet completed or vested at the time of termination.

9. PUBLIC BENEFITS.

9.1 Intent. This Agreement is entered into by the City in consideration of, and in exchange for, Owner's agreement to contribute to the development of the Public Facilities.

9.2 Public Benefits. Owner's Facilities Obligations are set forth in Exhibit "B."

10. ANNUAL REVIEW.

10.1 Timing of Annual Review. Pursuant to California Government Code Section 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Owner with the terms of this Agreement ("Annual Review").

10.2 Standards for Annual Review. During the Annual Review, Owner shall be required to demonstrate good faith compliance with the terms of this Agreement. "Good faith compliance" shall be established if Owner is in compliance with every term and condition of this Agreement. If the City Council or its designee finds and determines, based on substantial evidence, that Owner is not in good faith compliance, then City may proceed in accordance with Section 12 pertaining to the potential Default of Owner and the opportunities for cure. City shall establish and Owner shall pay a reasonable fee to cover the costs incurred by City in connection with the Annual Review.

10.3 Procedures for Annual Review. The Annual Review shall be conducted by the City Council or its designee. Owner shall be given a minimum of sixty (60) days' notice of any date scheduled for an Annual Review. Owner

shall not be limited in the information it presents to the City Council for the Annual Review and may, if needed, provide information to the City Council in the first instance at the City Council hearing on the Annual Review. Should the City Council designate a party other than itself to conduct the Annual Review, these same notice and procedural requirements shall apply to the conduct by the designee of the Annual Review.

- 10.4 Certificate of Compliance. At any time during any year that the City Council or its designee finds that Owner is not in Default under this Agreement, City shall, upon written request by Owner, provide Owner with a written certificate of good faith compliance within fifteen (15) days of City's receipt of that request.

11. THIRD PARTY LITIGATION.

- 11.1 General Plan Litigation. City has determined that this Agreement is consistent with its General Plan. Owner has reviewed the General Plan and concurs with City's determination. Neither Owner nor City shall have any liability under this Agreement or otherwise for any failure of City to perform under this Agreement, or for the inability of Owner to develop the Property as contemplated by the Development Plan or this Agreement, if such failure or inability is the result of a judicial determination that part or all of the General Plan is invalid, inadequate, or not in compliance with law.
- 11.2 Third Party Litigation Concerning Agreement. Owner shall, at Owner's expense, defend, indemnify, and hold City, its officers, employees and independent contractors engaged in project planning or implementation, harmless from any third-party claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and City shall cooperate in the defense. City may in its discretion participate in the defense of any such claim, action or proceeding.
- 11.3 Indemnity. In addition to the provisions of Section 11.2, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors, engaged in project planning or implementation, free and harmless from any third-party liability or claims based or alleged upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or arising from development of the Project, except for claims for damages arising through active negligence or willful misconduct of City, its officers, agents, employees and independent contractors. Owner shall defend, at Owner's expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in

any legal action based upon such alleged acts or omissions of Owner. City may in its discretion participate in the defense of any such legal claim, action, or proceeding.

- 11.4 Environmental Contamination. Owner shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or alleged, upon any act or omission of Owner, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns, and independent contractors, resulting in any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and Owner shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action, or proceeding, but must assume its own costs in participating in the defense. Notwithstanding anything to the contrary set forth in this Section, Owner shall not be responsible for clean-up and removal of groundwater contamination migrating to or from an adjacent property not owned by Owner.
- 11.5 City to Approve Counsel; Conduct of Litigation. With respect to Sections 11.2 through 11.4, City reserves the right either (a) to approve the attorney(s) that Owner selects, hires, or otherwise engages to defend City, which approval shall not be unreasonably withheld or delayed, or (b) if Owner is not agreeable to City's disapproval of counsel, to conduct its own defense. If City elects to conduct its own defense, Owner shall reimburse City. To the extent that Owner does not timely pay its full share of attorneys fees and court costs, the City reserves the right to reduce or abandon its defense of any litigation. Owner shall have the right to audit all billings for such fees and expenses. City shall not have the right to approve counsel selected by Owner to represent Owner's interests in any litigation. In any joint defense between the City and Owner of matters arising under this Agreement, City shall cooperate fully with Owner's counsel. To the extent that Owner has failed to timely pay its full share of attorneys fees and court costs under this section, Owner shall be deemed to have waived any right to participate in the selection of counsel and/or be involved in establishing and implementing litigation strategy, and Owner's rights under this Agreement shall be suspended until Owner has fully reimbursed the City to make up a funding shortfall created by Owner's failure to timely pay.
- 11.6 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Owner relating to this Agreement, the General Plan, any Development Approvals, including Subsequent Development Approvals, or other development issues affecting the Property shall not delay or stop the development, processing, or construction of the Project,

approval of Subsequent Development Approvals, or issuance of "Ministerial Approvals," unless the third party obtains a court order preventing the activity or invalidating this Agreement or any provision thereof. City shall not stipulate to the issuance of any such order without Owner's prior written consent. For purposes of this Section, the term "Ministerial Approvals" shall mean the issuance of approvals or permits requiring the determination of conformance with Land Use Regulations and Development Approvals, including, without limitation, site plans, site development permits, area plans, design review, development plans, land use plans, grading plans, improvement plans, building plans and specifications, ministerial issuance or approval of one or more final maps, zoning clearances, grading permits, improvement permits, stormwater management plans, wall permits, building permits, lot line adjustments, conditional and temporary use permits, certificates of use and occupancy, approvals, entitlements, and related matters as may be necessary for the completion of the Project.

11.7 Survival. The provisions of Sections 11.1 through 11.7 inclusive, shall survive the termination, cancellation, or expiration of this Agreement.

12. DEFAULTS AND REMEDIES.

12.1 Major Default Defined. A Major Default, as defined in Section 5.17 of this Agreement, may establish cause for early termination of this Agreement. This provision does not limit the right of either Party to pursue other non-termination remedies permitted by this Section 12 for Minor Defaults.

12.2 Notice and Termination. Before either Party may declare a Major Default or termination of this Agreement or bring a legal action to terminate this Agreement, the procedures of this Section must be followed. In the case of a Major Default arising from the conduct of an Annual Review, the procedures of this Section shall be strictly followed and shall constitute a second and independent review of the good faith compliance of Owner.

The Party asserting a Default (the "Non-Defaulting Party") may elect to do so by providing written notice to the Party alleged to be in Default (the "Defaulting Party") setting forth the nature of the Default and the actions, if any, required by the Defaulting Party to cure the Default. The Defaulting Party shall be deemed in Default if the Defaulting Party fails to cure the Default within thirty (30) business days after the date of such notice (for monetary defaults) or within sixty business (60) days after the date of such notice (for non-monetary defaults) ("cure periods"). If the nature of the alleged Default is such that it cannot reasonably be cured within the applicable cure period, the Defaulting Party shall not be deemed to be in Default if it has commenced efforts to cure the Default within the applicable cure period and continues to diligently pursue completion of the cure.

- 12.3 Default Remedies. A Party who complies with the notice of Default and opportunity to cure requirements of Section 12.2 may, at its option, institute legal action to cure, correct, or remedy the alleged Default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. These remedies shall be cumulative rather than exclusive, except as otherwise provided by law.

Furthermore, the City, after first following the procedures set forth in Section 12.2, may give notice of its intent to terminate or modify this Agreement for an uncured Major Default, in which event the matter shall be scheduled for consideration and review by the City Council, using the notice and procedure provisions set forth in Section 10.3 for an Annual Review. The "preponderance of evidence" standard of review set forth in Section 12.4, however, shall be employed rather than the substantial evidence standard set forth in Section 10.2.

- 12.4 Standard of Review. Any determination by City that Owner is in Default shall be based on the preponderance of evidence before the City. In any legal action by Owner challenging the City's determination of Default, the court shall conduct a de novo review of Owner's compliance based on the administrative record and determine if the preponderance of evidence supports the City's determination.
- 12.5 Owner's and City's Exclusive Remedy. City and Owner acknowledge that neither City nor Owner would have entered into this Agreement if it were to be liable in damages under or with respect to all or any part of the Development Plan. Accordingly, except as stated below, neither Party shall sue the other for damages or monetary relief for any matter related to the Development Plan. City may, however, sue Owner for the payment of sums due from Owner to City under provisions of this Agreement which are expressly stated to survive termination of this Agreement. With these exceptions, Owner's and City's litigation remedies shall be limited to declaratory and injunctive relief, mandate, and specific performance.
- 12.6 Waiver; Remedies Cumulative. All waivers of performance must be in a writing signed by the Party granting the waiver. There are no implied waivers. Failure by City or Owner to insist upon the strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future.

A written waiver affects only the specific matter waived and defines the performance waived and the duration of the waiver. Unless expressly stated in a written waiver, future performance of the same or any other condition is not waived.

A Party who complies with the notice of Default and opportunity to cure requirements of Section 12.2, where applicable, and elects to pursue a legal or equitable remedy available under this Agreement does not waive its right to pursue any other remedy available under this Agreement, unless prohibited by statute, court rules, or judicial precedent.

Delays, tolling, and other actions arising under Section 14.10 shall not be considered waivers subject to this Section 12.6.

12.7 Alternative Dispute Resolution. Any dispute between the Parties may, upon the mutual agreement of the Parties, be submitted to mediation, binding arbitration, or any other mutually agreeable form of alternative dispute resolution. While an alternative dispute process is pending, the statute of limitation shall be tolled for any claim or cause of action which either of the Parties may have against the other.

13. ENCUMBRANCES, ASSIGNMENTS, AND RELEASES.

13.1 Discretion to Encumber. This Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering some or all of the Property or any improvement on the Property by any mortgage, deed of trust, or other security device to secure financing related to the Property or the Project.

13.2 Mortgagee Protection. City acknowledges that the Lender(s) providing financing secured by the Property and/or its improvements may require certain Agreement interpretations and modifications. City shall, at any time requested by Owner or the lender, meet with Owner and representatives of such lender(s) to negotiate in good faith any such interpretation or modification. City will not unreasonably withhold or delay its consent to any requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

13.2.1 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Property made in good faith and for value.

13.2.2 If City timely receives a request from a Mortgagee requesting a copy of any notice of Default given to Owner under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Default to Owner. The Mortgagee shall have the right, but not the

obligation, to cure the Default during the remaining cure period allowed Owner under Section 12.2 of this Agreement.

13.2.3 Except as otherwise provided within this Agreement, any Mortgagee who comes into possession of some or all of the Property pursuant to foreclosure of a mortgage or deed of trust, or deed in lieu of such foreclosure or otherwise, shall:

13.2.3.1 Take that property subject to the terms of this Agreement and as Owner's successor;

13.2.3.2 Have the rights and obligations of an Assignee as set forth in Sections 13.3 and 13.4;

13.2.3.3 Have the right to rely on the provisions of Section 8 of this Agreement, provided that any development proposed by the Mortgagee is in substantial conformance with the terms of this Agreement; and

13.2.3.4 Not be liable for any defaults, whether material or immaterial, or monetary obligations of Owner arising prior to acquisition of title to the Property by the Mortgagee, except that the Mortgagee may not pursue development pursuant to this Agreement until all delinquent and current fees and other monetary obligations due under this Agreement for the portions of the Property acquired by the Mortgagee have been paid to City.

13.3 Transfer or Assignment. Subject to Section 13.5, Owner shall have the right to sell, transfer, or assign its rights and obligations under this Agreement (collectively, an "Assignment") in connection with a transfer of Owner's interest in all, any portion of, or any interest in the Property (the "Transferred Property"). No Assignment shall be made unless made together with the sale, transfer, or assignment of all or any portion of Owner's interest in the Property.

Within fifteen (15) business days after any Assignment, Owner shall notify City in writing of the Assignment and provide City with an Assignment and Assumption Agreement, in a form substantially similar to Exhibit "C", executed by the purchaser, transferee, or assignee (collectively, the "Assignee") to expressly and unconditionally assume all duties and obligations of Owner under this Agreement remaining to be performed at the time of the Assignment.

13.4 Effect of Assignment. Subject to Section 13.5 and unless otherwise stated within the Assignment, upon an Assignment:

13.4.1 The Assignee shall be liable for the performance of all obligations of Owner with respect to Transferred Property, but shall have no obligations with respect to the portions of the Property, if any, not transferred (the "Retained Property").

13.4.2 The owner of the Retained Property shall be liable for the performance of all obligations of Owner with respect to the Retained Property, but shall have no further obligations with respect to the Transferred Property.

13.4.3 The Assignee's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the Assignee were the Owner.

13.5 City's Consent. The City's consent shall not be required to an Assignment unless, at the time of the Assignment, Owner has been determined to be in Major Default pursuant to Section 12 and the Major Default has not been cured. If Owner is in Major Default, City shall consent to any Assignment which provides adequate security to City, in the reasonable exercise of City's discretion, to guarantee the cure of the Major Default upon completion of the Assignment.

14. MISCELLANEOUS PROVISIONS.

14.1 Rules of Construction. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory; "may" is permissive.

14.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement of City and Owner with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between City and Owner respecting the subject matter of this Agreement including, without limitation, the Original City Agreement.

14.3 Recorded Statement Upon Termination. Upon the completion of performance of this Agreement or its cancellation or termination, a statement evidencing completion, cancellation, or termination signed by the appropriate agents of City, shall be recorded in the Official Records of Orange County, California.

14.4 Project as a Private Undertaking. It is specifically understood by City and Owner that (i) the Project is a private development; (ii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iii) Owner shall have the full power and exclusive control of the Property, subject to the obligations of Owner set forth in this Agreement.

14.5 Incorporation of Recitals. Each of the Recitals set forth at the beginning of this Agreement are part of this Agreement.

- 14.6 Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify, or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.
- 14.7 Consent. Where the consent or approval of City or Owner is needed to implement Development under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- 14.8 Covenant of Cooperation. City and Owner shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement.
- 14.9 Execution and Recording. The City Clerk shall cause a copy of this Agreement to be signed by the appropriate representatives of the City and recorded with the Office of the County Recorder of Orange County, California, within ten (10) days following the effective date of Ordinance No. _____, the ordinance adopting this Agreement. The failure of the City to sign and/or record this Agreement shall not affect the validity of and binding obligations set forth within this Agreement.
- 14.10 Delay for Events Beyond the Parties' Control. Performance by either Party of its obligations under this Agreement shall be excused, and the Term shall be extended, for periods equal to the time during which (1) litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Development Plan. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative; (2) any application by Owner for state or federal regulatory permits and/or approvals required for the Project has been pending more than one year after its submittal; or (3) a delay is caused by reason of any event beyond the control of City or Owner which prevents or delays performance by City or Owner of obligations under this Agreement. Such events shall include, by way of example and not limitation, acts of nature, enactment of new conflicting federal or state laws or regulations (example: listing of a species as threatened or endangered), judicial actions such as the issuance of restraining orders and injunctions, and riots, strikes, or damage to work in process by reason of fire, mud, rain, floods, earthquake, or other such casualties.

If City or Owner seeks excuse from performance, it shall provide written notice of such delay to the other within thirty (30) days of the commencement of such delay. If the delay or default, whether material or immaterial, is beyond the control of City or Owner it shall be excused, and an extension of time for such cause shall be granted in writing for the

period of the enforced delay, or longer as may be mutually agreed upon. Any disagreement between the Parties with respect to whether this Section 14.10 applies to a particular delay or default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

14.11 Interpretation and Governing Law. In any dispute regarding this Agreement, the Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue for any litigation concerning this Agreement shall be in Orange County, California.

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

14.13 Estoppel Certificate. Within ten (10) business days following a written request by either of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured Major Defaults under this Agreement or that the responding Party alleges that specified (date and nature) Major Defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party and that there are no uncured Major Defaults in the performance of the requesting Party, except as may be represented by the requesting Party. Owner shall pay to City all reasonable administrative costs incurred by City in connection with the issuance of estoppel certificates under this Section 14.13 prior to City's issuance of such certificates.

14.14 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

14.15 Future Litigation Expenses.

14.15.1 Payment to Prevailing Party. If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in that proceeding.

14.15.2 Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and in any post-judgment proceedings to collect or enforce the judgment. This provision is

separate and several and shall survive the termination of this Agreement.

14.15.3 Limitation of Liability. Owner's obligations under this Agreement are solely those of Owner. In no event shall any present, past or future officer, director, shareholder, member, employee, partner, affiliate, manager, representative or agent of Owner (a "Related Party") have any personal liability, directly or indirectly, under this Agreement. Recourse in any way connected with or arising from this Agreement shall not be available against any Related Party.

Owner and City have executed this Agreement on the dates set forth below.

CITY

OWNER

City of Stanton, a California municipal corporation

Stanton Assisted Living, LLC, a California limited liability company

By: _____
Brian Donahue
Mayor

By: _____
Allen Othman
Its: Managing Member

Date:

Date:

ATTEST:

By: _____
Patricia A. Vazquez, CMC
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew E. Richardson
City Attorney

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, 2016, before me, _____, (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"¹
PUBLIC BENEFITS

A. Intent. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, Owner has committed by this Agreement to provide certain "Public Benefits." The Parties acknowledge and agree that this Agreement confers substantial private benefits on Owner that should be balanced by commensurate Public Benefits. Accordingly, the Parties intend to provide consideration to the public to balance the private benefits conferred on Owner by providing more fully for the satisfaction of the public needs resulting from the Project.

B. Neighborhood Parks. Owner shall be responsible, at its sole cost, for designing, securing any and all permits and approvals, including, without limitation, environmental clearance, and constructing and delivering to the City park improvements for the public park located at 7972 Orangewood Avenue in the City of Stanton ("Park Improvements"), which is legally described as, "N TR 2544 BLK, LOT 34." Such Park Improvement obligations shall be performed in lieu of any State or local requirement for parkland dedication or park in-lieu fees.

(1) Indemnification. In addition to any indemnification provided for in this Agreement, Owner shall indemnify and hold City, its officers, agents, employees and independent contractors, engaged in project planning or implementation, free and harmless from any third-party liability or claims based or alleged upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (Owner's employees included) or any other element of damage of any kind or nature, relating to or arising from development of the Park Improvements, except for claims for damages arising through active negligence or willful misconduct of City, its officers, agents, employees and independent contractors. Moreover, Owner shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with any prevailing wage laws that may apply to the design and/or construction of the Park Improvements. Owner shall defend, at Owner's expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of Owner. City may in its discretion participate in the defense of any such legal claim, action, or proceeding.

(2) Park Improvements. The Park Improvements shall, at a minimum, include the following:

- a. A walkway from the residential neighborhood southwest of the park that terminates at Stanton Avenue, through the parkland, to the bus stop located on Beach Boulevard, south of the park.

¹ Capitalized terms used in this Exhibit "B" shall have the same meaning as those terms are given in the body of this Agreement.

- b. Permanent seating walls
- c. A redesign and rebuild of the screening structure for the water pumping station
- d. The installation of new lighting for safety during the evening hours
- e. The installation of a new irrigation system to be in compliance with the City's water efficient landscape ordinance
- f. The installation of new water efficient landscape materials to be in compliance with the City's water efficient landscape ordinance
- g. Design treatments to be consistent with the Stanton Plaza design, including but not limited to:
 - i. Stonework, archway design
 - ii. Large potted planting containers
 - iii. Stamped concrete walkways
 - iv. Trees installed a minimum 36" box in size
 - v. Shrubs installed at a minimum 5 gallons
 - vi. Ground cover

(3) Timeframe for Park Improvements. Owner shall meet the following schedule for the Park Improvements:

- a. Design Concept completed. The design of the Park Improvements shall be completed and approved by the City Council prior to issuance of building permits (specifically grading permits) for the Project. Such City Council approval includes the City Council's approval of Park Improvement materials. Notwithstanding anything to the contrary in this Agreement, and including, without limitation, the provisions of Section 12, the City may, in its sole and absolute discretion, withhold the issuance of any and all building permits for Owner's Project unless and until the City Council approves Owner's completed design of the Park Improvements (including materials used), which design approval shall not be unreasonably withheld by the City Council.
- b. Construction documents completed. Within six (6) months of the City Council's design approval of the Park Improvements, Owner shall submit complete construction documents to the City for review and permit plan check. The City shall have the sole and absolute discretion to determine whether the submission of construction documents is complete.
- c. Permits. Within six (6) months of Owner's submittal of complete construction documents for City review and plan check, Owner shall obtain any and all required local, City, State, and federal permits associated with the Park Improvements.
- d. Construction completed. Within six (6) months of the issuance of the City's issuance of building permits for the Park Improvements,

but no later than January 1, 2019, Owner shall complete the Park Improvements' construction and deliver such completed Park Improvements to the City. As used in this Section B(3)(d) and B(5), "completion" shall be all final inspections and final approvals of the Park Improvements by the City, County, and any and all other applicable governmental and quasi-governmental entities or agencies and utility providers have been obtained as necessary and the City Council has taken action to accept the Park Improvements. The City shall have the sole and absolute discretion to determine whether such Park Improvements' construction is complete.

- (4) Park Improvement Costs. The Owner's Park Improvement obligations shall be solely performed by Owner at the Owner's sole cost, including, without limitation, the Park Improvements' design, permitting, construction, and any and all other related costs, per the plans and specifications approved by the City Council.
- (5) Final Approval of Project Contingent on City's Final Approval of Park Improvements. The Project shall not be finalized by the City, and the City shall not release gas for the Project until the Park Improvements have been constructed in accordance with this Agreement and the Park Improvements are complete.
- (6) Payment of In-Lieu Fees. Notwithstanding Section B(5), should the Owner fail to deliver the Park Improvements to the City in the manner and schedule provided in this Agreement, City may, in its sole and absolute discretion, declare Owner to be in Major Default and exercise its remedies under Section 12, or require that Owner pay to the City in-lieu fees ("Fees") to satisfy its Public Benefit obligations. If City exercises its option to collect Fees, the Parties agree that the Fees shall be a total of Six Hundred and Forty Two Thousand and Three Hundred and Twelve Dollars (\$642,312). Upon Owner's payment in full of the Fees, the City shall final the Project, if it is complete, in the City's sole and absolute discretion, and release gas for the Project. Owner's failure to pay the Fees in full, as required under this subsection B(2)(6) shall be a Major Default of this Agreement.

EXHIBIT "C"

ASSIGNMENT AND ASSUMPTION AGREEMENT

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT BETWEEN CITY OF STANTON AND**

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN CITY OF STANTON AND _____ ("**Assignment**") is made as of the ___ day of _____, 20__ ("**Effective Date**"), by and among [ENTITY] ("**[ENTITY]**") a [LEGAL DESIGNATION] and _____ ("**Assignee**") with reference to the following facts:

RECITALS

A. [ENTITY] has entered into that certain Development Agreement, dated _____, 20__ by and between the City of Stanton ("**City**"), on the one hand, and [ENTITY], on the other hand ("**Agreement**") for certain real property consisting of approximately _____ acres of land located in the City, more particularly described in Exhibit "A" ("**Property**").

B. [ENTITY] desires to assign and delegate, and Assignee desires to accept and assume, all of [ENTITY'S] rights and obligations under the Agreement in accordance with the terms and conditions set forth herein.

C. City has approved the Assignment in accordance with the terms and conditions set forth herein and in the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [ENTITY] and Assignee do hereby agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, [ENTITY] hereby assigns, transfers, and conveys to Assignee all of [ENTITY'S] rights, interest, duties, liabilities, and obligations in, to, and under the Agreement, and Assignee hereby accepts and assumes all such rights, interests, duties, liabilities, and obligations under the Agreement from [ENTITY] for [the Property or a portion of the Property] ("**Assigned Property**"), except to the extent [ENTITY] has retained a portion of the Property (the "**Retained Property**").

2. City Consent to Assignment. Effective as of the Effective Date, City hereby consents to the Assignment and hereby fully releases and forever discharges

[ENTITY] from any and all obligations to City under the Agreement for the Assigned Property, [except [ENTITY'S] obligations with respect to the Retained Property].

3. Entire Agreement. This Agreement represents the final and entire agreement between the parties in connection with the subject matter hereof, and may not be modified except by a written agreement signed by both [ENTITY] and Assignee.

4. Governing Law. This Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules.

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

[ENTITY]:

[ENTITY]
a [LEGAL DESIGNATION]

By: _____
Name:
Its:

Assignee:

By: _____
Name:
Its:

City:

City of Stanton,
a California Municipal Corporation

By: _____
Name:
Its:

RESOLUTION NO. 2348

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON APPROVING VARIANCE V14-01 TO ALLOW FOR A VARIANCE FROM THE ZONING REQUIREMENT FOR MINIMUM LOT SIZE IN THE SOUTH GATEWAY MIXED-USE OVERLAY TO ALLOW FOR THE DEVELOPMENT OF A MIXED-USE PROJECT ON A PROPERTY 49,400 SQUARE FEET IN SIZE LOCATED AT 12282 BEACH BLVD. IN THE SGMX (SOUTH GATEWAY MIXED USE) OVERLAY ZONE

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

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,400 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the Project requires the following approvals from the City: (1) adoption of a Mitigated Negative Declaration, (2) Amendment to the Zoning Code; (3) Precise Plan of Development, (4) Variance, and (5) Development Agreement; and

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 25, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed amendment to the zoning code and development proposal including Precise Plan of Development PPD-766, Variance V14-01, Zoning Code AZC15-03, and the Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Variance V14-01 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the Project; and

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

WHEREAS, the findings and conclusions made by the Planning Commission in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

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

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

SECTION 1: Recitals. The Planning Commission hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: CEQA. The requirements of the California Environmental Quality Act (CEQA) have been satisfied in that the Planning Commission had reviewed the administrative record including an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Variance, in Resolution No. 2349. The Planning Commission has recommended to the City Council that the IS/MND be approved.

SECTION 3: Findings. That in accordance with the findings as set forth in Chapter 20.555.050 of the Stanton Municipal Code:

- A. There are special circumstances or conditions applicable to the subject property (e.g., location, shape, size, surroundings, topography, or other physical features, etc.) that do not apply generally to other properties in the vicinity under an identical zoning classification. The project site is bounded by a County Flood Control Channel, generally running from the southwest corner of the site at a forty five degree angle, which forms the north property line of the site. The site depth varies from approximately 60 feet to approximately 235 feet. As a result, this parcel is triangular in shape, which differs significantly from most lots in the General Commercial Zone District and South Gateway Mixed Use Overlay Zone, which are rectangular in shape.
- B. Strict compliance with Zoning Code requirements would deprive the subject property of privileges enjoyed by other property in the vicinity and under an identical zoning classification. Lot development standards, such as setbacks, separation between buildings, density and parcel size are used to determine the

upper limits of development intensity. This information is used for roadway and infrastructure planning and to demonstrate that the City has identified enough land to accommodate their share of future population growth. These standards also serve an aesthetic reason by providing standards for outdoor space, solar access, air circulation and a consistent and cohesive vision for the City's physical development. The subject parcel is 49,500 square feet, and the Municipal Code requires a minimum lot area of 50,000 square feet. The subject property is bounded on the north by an Orange County Flood Control Channel which measures 95 feet across. There is also a small water well parcel which straddles the property line between the subject parcel and the neighboring parcel. As such, the project is next to two pieces of land (the Orange County Flood Control Channel and the water well easement), which cannot be developed. However, proposed design features, such as a public plaza, roof top terraces, and a landscape buffer along the eastern property line, ensure that the development of this parcel will maintain an appearance consistent with similarly zoned parcels that do adhere to the minimum parcel size of 50,000 square feet. All other development standards have been met as part of the development proposal, and the strict compliance of the zoning code would deprive the site privileges other properties in the same zoning classification would observe.

- C. Approving the Variance would not constitute a grant of special privilege inconsistent with the limitations on other properties in the same vicinity and zone in which the subject property is situated. The proposed variance allows development of this triangular site in a manner consistent with similarly zoned, regularly shaped nearby parcels with identical zoning.
- D. The requested Variance would not allow a use or activity that is not otherwise expressly authorized by the regulations governing the subject parcel. The South Gateway Mixed-Use Overlay District permits horizontally and vertically integrated mixed-used developments. The proposed development is a mixed-use residential and commercial building. The proposed variance does not result in the establishment of a use that is not expressly allowed in this zone district.

SECTION 4: Planning Commission Recommendation and Conditions of Approval.

That based upon the above findings, the Planning Commission hereby recommends the City Council approve Variance V14-01 to allow for a variance from the zoning requirement for minimum lot size in the South Gateway Mixed-Use Overlay to allow for the development of a mixed-use project on a property 49,500 square feet in size located at 12282 Beach Blvd. in the SGMX (South Gateway Mixed Use) Overlay Zone, subject to the following Conditions:

- A. **That all conditions of the Planning Division be met, including, but not limited to, the following:**
 - 1. The applicant(s)/owner(s) shall comply with all requirements of the City of Stanton Municipal Code, as it pertains to the application for this proposed project, and such requirements shall be made a condition of permit approval.

2. The proposed project will be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plans, drawings submitted, and conditions imposed in this Resolution of Approval.
3. Approval of Variance V14-01 is contingent upon approval of Precise Development Plan PPD-766, Amendment to the Zoning Code AZC15-03, a Development Agreement (which is not effective unless and until it is executed by the parties thereto) and Mitigated Negative Declaration for the proposed project.
4. The applicant(s)/owner(s) shall agree and consent in writing within 30 days to the conditions of approval as adopted by the Planning Commission. In addition, the applicant(s)/owner(s) shall record the conditions of approval in the Office of the County Recorders. Proof of recordation shall be provided to the Planning Division prior to final of the building permit.
5. In accordance with policies adopted by the City, the applicant(s)/owner(s) shall be responsible for any cost incurred as a result of local law enforcement or code enforcement investigations/inspections, which result in a finding of violation of any applicable laws and/or conditions of approval. The applicant/owner shall have 30 days from the date of receipt of invoices to make payment to the City of Stanton.
6. As a condition of issuance of this approval, the Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the City shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the City's defense, and that Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense of the Action. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in defense of the Action.

- B. That all requirements of the Building Division be met.
- C. That all requirements of the Engineering Division be met.
- D. That all requirements of the Orange County Fire Authority be met.
- E. That all requirements of Caltrans be met.

SECTION 5: Custodian and Location of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 6: Certification. The Planning Commission Secretary shall certify to the adoption of this Resolution and cause a copy to be transmitted to the City Clerk.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on June 22, 2016 by the following vote, to wit:

AYES:	COMMISSIONERS:	_____
NOES:	COMMISSIONERS:	_____
ABSENT:	COMMISSIONERS:	_____
ABSTAIN:	COMMISSIONERS:	_____

 Joel Greer, Chairman
 Stanton Planning Commission

 Kelly Hart
 Planning Commission Secretary

RESOLUTION NO. 2386

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON RECOMMENDING THE CITY COUNCIL APPROVE ZONING CODE AMENDMENT AZC15-03 AND ADOPT ORDINANCE NO. 1053 TO AMEND SECTION 20.230.060 (BUILDING FRONTAGE TYPE STANDARDS) OF THE STANTON MUNICIPAL CODE RELATING TO ALLOWED PROJECTIONS FROM THE STOREFRONT BUILDING FACADES IN THE MIXED-USE OVERLAY ZONES

THE PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the City's Zoning Code includes development standards for the design of building facades in the mixed-use overlay zones, including maximum projections from the facades and into the setback area; and

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 25, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed amendment to the zoning code and development proposal including Precise Plan of Development PPD-766, Variance V14-01, and the Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Zoning Code Amendment AZC15-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Section 20.230.060 of the Stanton Municipal Code, provided comments on the amendment, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

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

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

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

SECTION 2: CEQA. The requirements of the California Environmental Quality Act (CEQA) have been satisfied in that the Planning Commission had reviewed the administrative record including an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Amendment to the Zoning Code, in Resolution No. 2349. The Planning Commission has recommended to the City Council that the IS/MND be approved.

SECTION 3. Findings. The following findings are made in support of Zoning Code Amendment AZC15-03:

1. The City of Stanton has officially adopted a General Plan and there is no applicable Specific Plan that governs the Project Site.
2. The Zoning Code Amendment is compatible with the goals, strategies, general land uses, and actions specified in the General Plan for the following reasons:
 - a. The proposed amendment is consistent with the General Plan, particularly:

Action LU-1.1.1(b) Revise the zoning code and map(s) to include and apply customized incentives and regulations to encourage mixed-use development in Mixed-Use designations. Consider the use of form-based zoning regulations.

The purpose of the proposed Zoning Code Amendment is to allow for greater building projections in the Mixed-Use overlay zones to allow for use of balconies for emergency access and meet accessibility requirements. This amendment would be incorporated into the form-based code regulations created for the mixed-use overlays. It would also provide for greater flexibility of the regulations to allow for different design options.

Strategy CHS-4.2.1 Ensure that existing and new developments maintain or exceed standards for fire prevention to minimize risk of fire.

Action CHS-4.2.1(b) Ensure city building codes and standards provide for adequate fire protection and meet or exceed State standards.

The proposed code amendment furthers Strategy CHS-4.2.1 and Action CHS-4.2.1(b) as the larger projections would allow for alternative building designs to ensure proper fire access is being provided. By extending the maximum projections, this would allow for exterior balconies to be utilized for emergency fire access and meet accessibility requirements, and would provide a design alternative that would allow for the development of properties to its greatest extent.

3. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Zoning Code Amendment promotes the public health, safety and welfare of the community as it will allow for building projections including balconies and elevated walkways to increase in size, which will provide opportunities to utilize these projections as an additional emergency access point in compliance with the Orange County Fire Authority, and allow for sufficient area to provide an accessible path of travel.

4. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. The proposed amendment is internally consistent with the City's Municipal Code, because the proposed projection would not violate any setback requirements. In addition, all other development standards such as lot coverage, built-to-zones, and floor area ratios would still be required to be met as part of a development proposal.

SECTION 4: Custodian and Location of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 5: Planning Commission Recommendation. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt AZC15-03 and Ordinance No. 1053 (set forth in Attachment "H", to the staff report accompanying this Resolution). The Planning Commission's recommendation is made upon review of the Staff Report, all oral and written comments, and all documentary evidence presented on the Amendment.

SECTION 6: Certification. The Planning Commission Secretary shall certify to the adoption of this Resolution and cause a copy to be transmitted to the City Clerk.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a special meeting held on June 22, 2016 by the following vote, to wit:

AYES: COMMISSIONERS: _____

NOES: COMMISSIONERS: _____

ABSENT: COMMISSIONERS: _____

ABSTAIN: COMMISSIONERS: _____

Joel Greer, Chairman
Stanton Planning Commission

Kelly Hart
Planning Commission Secretary

ORDINANCE NO. 1053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.230.060 OF THE STANTON MUNICIPAL CODE RELATING TO MAXIMUM BUILDING PROJECTIONS ON STOREFRONT BUILDING FRONTAGES IN THE MIXED-USE OVERLAY ZONES (AZC15-03)

WHEREAS, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,500 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, the Project requires the following approvals from the City: (1) adoption of a Mitigated Negative Declaration, (2) Amendment to the Zoning Code; (3) Precise Plan of Development, (4) Variance, and (5) Development Agreement; and

WHEREAS, the City's Zoning Code includes development standards for the design of building facades in the mixed-use overlay zones, including maximum projections from the facades and into the setback area; and

WHEREAS, an Initial Study and Notice of Intent to adopt a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy was circulated between March 24, 2016 and April 22, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed amendment to the zoning code and development proposal including Precise Plan of Development PPD-766, Variance V14-01, and the Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Zoning Code Amendment AZC15-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners

within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22,nd 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Section 20.230.060 of the Stanton Municipal Code, provided comments on the amendment, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, at least 10 days before the hearing, the City gave public notice of a City Council public hearing to be held to consider Amendment to the Zoning Code AZC15-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, providing notice to property owners within a 500 foot radius of the Project Site, and was made available through the agenda posting process; and

WHEREAS, on June 28, 2016, the City Council considered the staff report, recommendations by staff, and public testimony regarding Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, the Development Agreement, and the Mitigated Negative Declaration, at which hearing members of the public were afforded the opportunity to comment upon Amendment to the Zoning Code AZC15-03.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1. CEQA. The requirements of the California Environmental Quality Act have been satisfied in that the City Council approved and adopted an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Amendment to the Zoning Code, in Resolution No. 2016-XX.

SECTION 2. Findings. The following findings are made in support of Zoning Code Amendment AZC15-03:

1. The City of Stanton has officially adopted a General Plan and there is no applicable Specific Plan that governs the Project Site.
2. The Zoning Code Amendment is compatible with the goals, strategies, general land uses, and actions specified in the General Plan for the following reasons:
 - a. The proposed amendment is consistent with the General Plan, particularly:

Action LU-1.1.1(b) Revise the zoning code and map(s) to include and apply customized incentives and regulations to encourage mixed-use development in Mixed-Use designations. Consider the use of form-based zoning regulations.

The purpose of the proposed Zoning Code Amendment is to allow for greater building projections in the Mixed-Use overlay zones to allow for use of balconies for emergency access and meet accessibility requirements. This amendment would be incorporated into the form-based code regulations created for the mixed-use overlays. It would also provide for greater flexibility of the regulations to allow for different design options.

Strategy CHS-4.2.1 Ensure that existing and new developments maintain or exceed standards for fire prevention to minimize risk of fire.

Action CHS-4.2.1(b) Ensure city building codes and standards provide for adequate fire protection and meet or exceed State standards.

The proposed code amendment furthers Strategy CHS-4.2.1 and Action CHS-4.2.1(b) as the larger projections would allow for alternative building designs to ensure proper fire access is being provided. By extending the maximum projections, this would allow for exterior balconies to be utilized for emergency fire access and meet accessibility requirements, and would provide a design alternative that would allow for the development of properties to its greatest extent.

3. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council finds this Zoning Code Amendment promotes the public health, safety and welfare of the community as it will allow for building projections including balconies and elevated walkways to increase in size, which will provide opportunities to utilize these projections as an additional emergency access point in compliance with the Orange County Fire Authority, and allow for sufficient area to provide an accessible path of travel.

4. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code. The proposed amendment is internally consistent with the City's Municipal Code, because the proposed projection would not violate any setback requirements. In addition, all other development standards such as lot coverage, built-to-zones, and floor area ratios would still be required to be met as part of a development proposal.

SECTION 3. Section 20.230.060, subsection (D), Figure 2.13, Standard "G" of Title 20 of the Stanton Municipal Code is hereby amended to read as follows:

D. Storefront Standards		Figure 2-13
G	Projecting Elements (Balconies, Shade Structures, and Bay Windows)	Projecting elements on upper floors may project 5 feet from the façade and may project into the setback.

SECTION 4. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 5. Zoning Code Amendment AZC15-03 shall not take effect unless and until the associated MND, Precise Plan of Development PPD-766, and Variance V14-01 are approved by the City Council, and the associated Development Agreement is approved by the City Council and executed by all parties thereto; and

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

SECTION 7. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 8. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 9. This Ordinance is on file and has been available for public review for at least five days prior to the date of this Ordinance, in the City Clerk's office, at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680.

SECTION 10. This ordinance shall be effective thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 12th day of July, 2016.

BRIAN DONAHUE, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1053 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 28th day of June, 2016, and was duly adopted at a regular meeting of the City Council held on the 12th day of July, 2016, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

RESOLUTION NO. 2347

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON, CALIFORNIA APPROVING PRECISE PLAN OF DEVELOPMENT PPD-766 FOR THE CONSTRUCTION OF FIVE-STORY MIXED USE BUILDING, INCLUDING A TWO-STORY PARKING GARAGE, PUBLIC PLAZA, AND ROOF TOP TERRACES FOR THE PROPERTY LOCATED AT 12282 BEACH BLVD. IN THE SGMX (SOUTH GATEWAY MIXED USE) OVERLAY ZONE

WHEREAS, on January 27, 2014, USS Cal Builders, Inc. ("Applicant") filed applications for approval of a Precise Plan of Development PPD-766, Variance V14-01, Amendment to the Zoning Code AZC15-03, and a Development Agreement for the development of a 49,400 square foot site ("Project Site"), located at 12282 Beach Blvd. with a five-story mixed-use development including commercial uses on the ground floor, a two-story parking garage, and an assisted living facility on the top three floors and associated site improvements ("Project"); and

WHEREAS, an Initial Study and a Mitigated Negative Declaration were prepared based on the information received from the applicant as part of the application submittal and in accordance with State California Environmental Quality Act (CEQA) Guidelines Section 15071, commencing the environmental review process and preparation of a Mitigated Negative Declaration; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was filed and a copy of the Mitigated Negative Declaration was circulated between March 24, 2016 and April 25, 2016; and

WHEREAS, the Mitigated Negative Declaration analyzed impacts related to the proposed amendment to the zoning code and development proposal including Precise Plan of Development PPD-766, Variance V14-01, and the Development Agreement; and

WHEREAS, on June 8, 2016, the City gave public notice of a Special Meeting of the Planning Commission to conduct a public hearing to consider Precise Plan of Development PPD-766 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and was made available through the agenda posting process; and

WHEREAS, on June 22, 2016, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the Project; and

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

WHEREAS, the findings and conclusions made by the Planning Commission in this Resolution are based upon the oral and written evidence presented as well as the entirety of the administrative record for the Project, which is incorporated herein by this reference. The findings are not based solely on the information provided in this Resolution; and

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

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

SECTION 1: Recitals. The Planning Commission hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: CEQA. The requirements of the California Environmental Quality Act (CEQA) have been satisfied in that the Planning Commission has reviewed the administrative record including an Initial Study, Mitigated Negative Declaration (IS/MND), and Mitigation Monitoring and Reporting Program for the Project, including the Precise Plan of Development, in Resolution No. 2349. The Planning Commission has recommended to the City Council that the IS/MND be approved.

SECTION 3: Findings. That in accordance with the requirements as set forth in Section 20.530.050 of the Stanton Municipal Code (SMC):

- A. The development is permitted within the South Gateway Mixed Use Overlay zone. Chapter 20.230 (Mixed-Use Overlay Zones) of the Stanton Municipal Code regulates the development of mixed-use projects. The proposed development is consistent with all development standards set forth in Section 20.230.050 of the Stanton Municipal Code, with exception of the minimum property size requirement. However, with approval of a variance in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the South Gateway Mixed Use Overlay zone.
- B. The development is designed so that:
 - 1. The project will not be detrimental to the public health, safety or general welfare and not detrimental to adjacent property. The proposed site design incorporates a safe and convenient pedestrian scaled sidewalk along the full frontage of the site, including appropriately scale lighting fixtures and street trees at 30 feet on center. The proposed building has been designed in a "T-Shape" and oriented at a 45 degree angle to Catherine Avenue. This orientation reduces the bulk of the building along the east property line,

minimizing the visual impact and shadow impacts of the proposed structure to the single family residences to the east.

2. The architectural design and functional plan of the structures and related improvements are of reasonable aesthetic quality and compatible with adjacent improvements. All elevations of the proposed building feature extensive architectural detailing, including stucco walls with varied wall planes, stacked ledger stone, projecting wall sections, raised stucco molding around windows and doors, and balcony railing with vertical pickets punctuated by wrought iron cross details. Furthermore, a fully pitched roof is proposed, which incorporates stucco over foam fascias and simulated exposed rafter-tails.

The surrounding residential neighborhood includes traditional ranch style and contemporary houses and small apartment buildings. The proposed building design incorporates architectural detailing scaled to complement the nearby single family homes and apartments. Furthermore, extensive, habitable outdoor space in the form of balconies and two, second-floor roof gardens, create active project edges that will connect this project to the existing development.

3. The structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site. The proposed development incorporates multiple, human scaled features, including a ground level plaza, two second-floor roof gardens, numerous balconies, and pedestrian scaled street amenities along Catherine Avenue. While larger in scale than nearby development, the proposed structure provides an appropriate transition between the large scaled, commercial development along Beach Boulevard and the multi- and single family residential development of the neighborhoods to the east.
4. The site plan is consistent with the City's Design Standards and Guidelines. The City of Stanton has not approved Design Standards and Guidelines. However, Figure 2-3 (Example Development within South Gateway Mixed-Use Overlay Zone) in Section 20.230.030 of the SMC provides pictorial examples of development that would be consistent within the SGMX overlay zone. The design characteristics include building articulation to break up the building massing, use of high quality design materials such as stone, wood, awnings, and focusing on a pedestrian oriented storefront. The development would be consistent with this general design palette by using similar architectural materials and enhancements; creating a pedestrian oriented storefront by incorporating the public plaza and large glass windows for the restaurant; and focusing on building articulation along Catherine Ave.

C. The development's design addresses the following criteria:

1. The project meets all requirements of Municipal Code Title 16 (Buildings and Construction), Title 20 (Zoning) and all other applicable City regulations and policies. With approval of a variance to allow for the project to be developed on a property less than the minimum property size, all development standards, use provisions, and zoning requirements have been met. The project would be required to obtain building permits. Through the building plan check, the plans would need to be consistent with the California Building Code.
2. The proposed development is designed with efficient placement of structures, circulation areas and private outdoor space; and efficient and safe public access and parking. Vehicle circulation is provided by two driveways which provide access to a centralized drop-off zone and 37 unrestricted, covered parking spaces for clinic and restaurant. A separate driveway which provides access to subterranean resident and employee parking. Private and public outdoor space is provided by a street-level plaza adjacent to the intersection of Beach Boulevard and Catherine Avenue and two rooftop gardens with a combined area of approximately 8,000 square feet. The proposed outdoor spaces and vehicle circulation areas are physically separated, providing safe pedestrian access to outdoor amenities and convenient vehicle access to drop-zones and parking areas.
3. The project provides adequate yards, spaces, walls, fences, parking, loading and landscaping that fit in with neighboring properties and adheres to the requirements of the Municipal Code. All parking, loading and service access is provided within the parking structure, minimizing potential impacts to nearby properties.
4. Relationship to streets and highways that are adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed development. As part of the proposed development, an Initial Study and Mitigated Negative Declaration was prepared. In the environmental analysis for Transportation and Traffic, it was determined that the project would have a less than significant impact with mitigation measures. The mitigation measures included constructing Catherine Ave. and Beach Blvd. to their ultimate half-section width, including landscaping, and parkway improvements. These mitigation measures have been incorporated into the project design. The level of service on Catherine Ave. is already operating at a Level of Service (LOS) F. With the implementation of the proposed mitigation measures in the Mitigated Negative Declaration, the potential impacts to the LOS would be reduced to a less than significant level.
5. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired; Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and

monotonous repetition; Compatible in color, material, and composition of the exterior elevations to neighboring visible structures; The proposed building is designed in a contemporary style, with clean straight lines and complementary layered materials. Elevations are articulated to break up the massing and provide a transition to from the taller portions of the structure to the neighboring properties, and provide designed focal points. Each elevation is comprised of alternating wall planes of medium brown stucco, chocolate brown engineered wood siding applied in a horizontal direction, stonework, wrought iron decorative features, window trim and exposed rafter tails along the fully pitched roof. Neighboring residential properties include similar contemporary style, however, the proposed building incorporates different building massing, and use of wood treatments which avoid monotonous repetition.

6. The project includes appropriate exterior lighting that provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties. Along Catherine Ave., pedestrian scaled lighting is proposed to illuminate the public right-of-way to enhance the safety and well being of pedestrians during the evening hours. In addition, to ensure that the lighting of the facility would not constitute a hazard or a nuisance to the adjacent properties, particularly from the parking garage, three foot barrier walls would be placed along the parking area to block the headlights as the vehicles travel through the structure. In addition, on the exterior of the building, decorative awnings are proposed, which also act to obscure the light produced from the overhead lighting, and direct the ambient light toward the ground.
7. Compatible and appropriate scale to neighboring properties and developments; appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design; proper utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the sites. The proposed development incorporates multiple, human scaled features, including a ground level plaza, two second-floor roof gardens, numerous balconies, and pedestrian scaled street amenities along Catherine Avenue. While larger in scale than nearby development, the proposed structure provides an appropriate transition between the large scaled, commercial development along Beach Boulevard and the multi- and single family residential development of the neighborhoods to the east. In addition, with the building setback from Beach Boulevard, view of signage for neighboring businesses would not be obstructed.
8. Compatible in scale and aesthetic treatment of proposed structures with public areas; appropriate open space and use of water efficient landscaping. A public plaza is proposed as part of the development. This public plaza will include water efficient landscaping, seating areas, and a water feature of art sculpture. The public plaza area would include design features that would

compliment the building, such as use of similar color palettes for street furniture, similar stonework for seating areas, and a similar landscape palette for the remainder of the landscape areas on the site.

9. The development is consistent with the Stanton General Plan. The proposed Project meets the following General Plan Goals and Strategies:

Goal LU-1.1: Create an economic and fiscal balance of residential, commercial and industrial uses. The Project is a blend of residential and commercial uses that will provide housing, a restaurant, medical clinic, and office space.

Goal LU-2.1: Encourage land uses which provide employment opportunities for Stanton residents. The Project includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites. The three lots where the Project Site lies have been vacant for a period of at least ten years. The Project would fill those vacant lots with a mixed-use development that includes residential and commercial uses.

Goal CD-2.1: Increase the number of public spaces within the city, as well as the quality of existing and new public spaces. Strategy CD-2.1.1: Encourage the provision of public spaces as part of private development and redevelopment projects. The Development Agreement requires the Applicant to redesign and construct the park located at the southwest corner of Beach Blvd. and Orangewood Ave. in the City. Among other things, the park's new design will have permanent seating walls, the installation of new lighting, the installation of a new irrigation system, and design treatments including stonework, stamped concrete walkways, and large potted planting containers. The revitalized park will be a better amenity for Stanton residents.

Goal ED-3.1: Attract emerging growth industries with the potential to provide a range of competitive wages, especially higher paying jobs, for Stanton's residents. Strategy ED-3.1.1 Initiate an economic development strategy that focuses on retail, office, industrial and mixed-uses, to assist in expanding the city's present economic climate. The Project is a mixed-use development that includes a variety of employment opportunities for Stanton residents, including positions at the assisted living facility, restaurant, medical clinic, and office component.

SECTION 4: That based upon the above findings, the Planning Commission recommends the City Council approve Precise Development Plan PPD-766 for the construction of a five-story mixed-use building, including a two-story parking garage,

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public plaza, and roof top terraces for the property located at 12282 Beach Blvd. in the SGMX (South Gateway Mixed Use) Overlay Zone, subject to the following Conditions:

A. That all conditions of the Planning Division be met, including, but not limited to, the following:

1. Precise Plan of Development PPD-766 shall not be effective unless and until Amendment to the Zoning Code AZC15-03, Variance V14-01, the associated MND are approved, and the associated Development Agreement is approved and executed by the parties thereto.
2. The project/use shall be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plan drawings submitted and conditions imposed in this Resolution of Approval and the Development Agreement.
3. The development and/or use shall be in conformity with all applicable provisions of the Stanton Municipal Code and shall conform to the requirements of the Subdivision Map Act, as applicable.
4. Low-water use landscaping shall be installed and permanently maintained in a neat and orderly manner in the area indicated in the approved Site Plan and Preliminary Landscape Plan. Each planter area shall be enclosed with raised minimum 6-inch concrete curbing and shall be provided with an automatic sprinkler system that shall guarantee an adequate supply of water to fulfill the intent of continual plant maintenance.
5. Landscape and Irrigation Plans must be submitted in compliance with the Water Efficient Landscape Ordinance and in accordance with Chapter 20.315 of the Stanton Municipal Code.
6. Final design of the public plaza shall be approved by the Community Development Director prior to issuance of building permits.
7. There shall be no access to the roof terraces permitted between the hours of 10:00pm and 6:00am, daily.
8. The rooftop terraces must be under constant surveillance when residents are present. Staff of the assisted living facility must be present on the terrace with residents at all times.
9. For the restaurant use, a conditional use permit must be obtained if alcohol sales are proposed.
10. A glass wall barrier shall be installed at a minimum height of eight (8) feet around the perimeter of the rooftop terraces.
11. A minimum of 68 parking spaces must, and one loading space must be continually maintained on-site at all times.
12. The assisted living facility would be limited in housing a total of 120 resident occupancy limit in 66 rooms. If expansion beyond the 120 resident occupancy

limit is proposed and approved, additional parking shall be provided on the site to the satisfaction of the Community Development Director.

13. Three foot concrete barrier walls must be constructed as indicated on the approved site plan within the second floor of the parking structure in order to block headlight glare from vehicles traveling within the structure.
14. Decorative awnings proposed on the eastern elevation over the two levels of the parking garage shall be installed and permanently maintained.
15. Based on calls for service, or complaints from neighboring residents, additional measures may be required to reduce any observed light glare from the parking structure to the satisfaction of the Community Development Director.
16. A minimum of ten (10) mature trees, a minimum 36 inch box shall be planted along the eastern property lines. Trees shall be fast growing, and grow to a minimum height of 30 feet. Final tree determination shall be approved by the Community Development Director.
17. A minimum of seven (7) tree wells should be constructed on the public right-of-way along Catherine Ave. Trees shall be a minimum 36 inch box at time of planting. Final determination of tree species shall be approved by the City Engineer.
18. A minimum of five (5) trees shall be included in the landscaping in the public plaza adjacent to Beach Blvd. Trees shall be a minimum 36 inch box at time of planting.
19. The public plaza shall include a water feature or public art piece. Final design of the design element shall be approved by the Community Development Director.
20. The area designated as a public plaza shall be permanently maintained as a publicly accessible public plaza. No portion of the plaza shall be restricted for use by the patrons of the businesses.
21. Approval from the Community Development Director must be obtained prior to any modification to the design or alteration of the public furniture in the public plaza area.
22. Obtain approval from CR&R, the local trash purveyor, for the location of the trash enclosures and the trash compactor.
23. Tenant Improvement Plans shall be submitted for review and approval by the Planning Division for the outpatient clinic.
24. Product deliveries for the commercial uses and assisted living facility shall not occur between the hours of 8:00pm to 7:00am, daily.
25. The following must be observed in regards to the water well on-site:
 - a. To obtain a baseline on the water quality of the private well, a water sample from the well shall be taken and tested to identify the existing level(s) of pollutants. The results of the baseline water quality test shall be submitted to the City's Community Development Director for review prior

to issuance of building permits, and prior to initiation of construction practices.

- b. During the construction phase of the project, and a minimum of six months after the completion of construction, the water well shall be tested for pollutants at minimum of once per month to ensure the water does not become contaminated beyond the baseline measurement.
 - c. Prior to issuance of building permits, the Applicant shall submit documentation to the City's Community Development Director to demonstrate how the water well will be protected during and after construction.
 - d. If at any time during construction the water well becomes contaminated, the Applicant shall be responsible for providing a clean water source to the four properties that are connected to the site.
 - e. If the water well is destroyed due to actions by the Applicant, the Applicant shall provide a clean source of potable water to all affected properties, and the Applicant shall pay for each of the affected properties to be connected to the City's water system.
 - f. The easement along the eastern property line shall be continuously maintained until such time as the well is closed and destroyed.
 - g. The City, its staff, agents, and consultants, shall, at all times and without advanced notice, have access to the well.
26. The project shall install dual-glazed windows.
 27. All mitigation measures as part of the Mitigated Negative Declaration shall be observed and maintained through construction and operations.
 28. The trash compactor shall not be operated between the hours of 8:00pm to 8:00am daily.
 29. The cooling towers in the northeast corner of the property shall be screened to the satisfaction of the Community Development Director.
 30. All mechanical equipment and utilities shall be screened to the satisfaction of the Community Development Director.
 31. All utility lines shall be undergrounded on the property.
 32. A lighting and photometric plan shall be provided to the Planning Division for review and approval prior to building permit issuance.
 33. All exterior lighting fixtures and lighting fixtures within the parking garage shall be directed away from adjacent properties and public right-of-way.
 34. The street improvements shall be constructed to the satisfaction of the City Engineer.
 35. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare.

36. A comprehensive sign program in compliance with Section 20.325.120 (Comprehensive Sign Program) of the Stanton Municipal Code shall be submitted and approved by the Planning Division prior to the issuance of sign permits for the property.
37. New perimeter walls must be constructed of decorative split-face block, or other decorative masonry to the satisfaction of the Community Development Director, and improved with anti-graffiti coating. If a dual wall is proposed, the applicant shall provide a cap over the dual walls to prevent rodent infestation and debris build up.
38. If any perimeter wall that is proposed to remain that is damaged by the Applicant during any portion of the demolition and construction process, the damaged property must be repaired at the cost of the Applicant.
39. All perimeter walls must satisfy the traffic visibility area requirements as outlined in Section 20.305.100 of the Stanton Municipal Code.
40. All utilities within the development including electrical and/or cable TV service, shall be installed underground in compliance with the Stanton Municipal Code.
41. All required school impact fees shall be paid prior to issuance of building permits.
42. All required sewer connection fees shall be paid prior to the issuance of building permits.
43. All required residential impact fees shall be paid prior to issuance of building permits. The required fee for medium density residential units is \$1,049 per unit.
44. Applicant must execute the reimbursement agreement, and pay all City-costs associated with the processing of this development proposal prior to the issuance of building permits.
45. No person on vehicle machinery related to the construction of the project shall be on the property prior to 7:30 a.m. No construction shall occur until 8:00 a.m. The Public Works Director or the Community Development Director may further restrict the hours and days of construction based on substantiated complaints received from surrounding neighbors and/or require an onsite inspector to be paid for by the Applicant/Developer (1-4 hour minimum charge per day).
46. Any color scheme or materials alterations from those approved by the Planning Commission must be approved through the Community Development Director.
47. Any changes to the approved plans, which occur through Building plan check must be previously approved by authorized Planning Staff.
48. Any deviations to the approved Site Plan, Floor Plans, Elevations and Landscape Plan must first be approved by the Planning Division. Any approval by the Building Division does not constitute approval by the Planning Division.
49. Any deviations from the approved Site Plan, Floor Plans, Elevations, and Landscape Plan must be clearly identified by a unique indicator on each submittal to the Building Division.

50. Prior to initiation of any work in the public right-of-way, an encroachment permit must be obtained from the Engineering Division or Caltrans.
51. The Applicant shall acknowledge the conditions of approval as adopted by the City Council. Such acknowledgment shall be in writing and received by the City within 30 days of approval by the City Council. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided to the Planning Division prior to Certificate of Occupancy.
52. THERE SHALL BE NO RELEASE OF UTILITIES IN CONNECTION WITH THIS PERMIT UNTIL ALL STANDARD AND/OR SPECIAL PLANNING, ENGINEERING, BUILDING, AND FIRE CONDITIONS HAVE BEEN COMPLETED TO THE SATISFACTION OF THE CITY OF STANTON.
53. If it becomes necessary for the City to take any legal action or commence any administrative proceedings against the Applicant or any successor in interest in order to enforce any of the conditions of approval set forth herein, the City shall recover from the Applicant or successor in interest reasonable Attorney's fees and other reasonable costs incurred in such action or proceeding, provided that the City obtains a judgment in its favor in any portion of such action or proceeding.
54. By accepting approval of PPD-766, subject to the conditions set forth herein, the Applicant or successor in interest shall be deemed to have agreed to the terms and conditions set forth herein and the City shall have the right to enforce in its sole discretion such terms and conditions by pursuing any and all available legal and equitable remedies.
55. As a condition of issuance of this approval, the Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials (appointed or elected), officers, employees, agents, departments, agencies, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, Planning and Zoning Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed the City shall have the right to approve, which approval will not be unreasonably withheld, legal counsel providing the City's defense, and that

Applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense of the Action. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in defense of the Action.

B. That all requirements of the Building Division be met, including but not limited to the following:

1. Applicant shall furnish, three (3) complete sets of plans (Structural, Mechanical, Electrical, and Plumbing) designed and signed in ink by the required licensed professionals. Said plans submitted shall contain structural calculations. Mechanical plans shall include duct and equipment data. Plumbing plans shall include isometric drawing of drain vents and water system.
2. All plans shall meet the 2013 Title 24 Energy Code.
3. All plans shall be designed in conformance with the 2013 California Building Code, 2013 California Plumbing Code, 2013 California Mechanical Code, the 2013 California Electrical, the 2013 Green Building Standards, 2013 Title 24 Energy Code and Code as amended by City Ordinance. Plans submitted after January 2017 shall comply with the all 2016 Building codes.
4. Electrical plans shall include service, panel schedules and feeder size. Panel schedules and motors shall comply with requirements of the 2013 edition of the California Electrical Codes.
5. Provide approval by the Orange County Fire Authority.
6. Provide approval by the South Coast Air Quality Management District.
7. The conditions of approval will be required to be copied on the approved set of plans prior to issuance of building permits. All the conditions must be completed prior to final approval and issuance of the Certificate of Occupancy.
8. Applicant will be required to have all the contractors and sub-contractors recycle construction materials to the maximum feasible extent. All recyclable construction materials are to be taken to an approved Transfer Station.
9. Applicant will be required to submit a Waste Management plan (WMP) for the demolition and new construction phases of the project. All recyclable construction materials are to be taken to an approved Transfer Station.
10. Address Accessibility requirements in accordance with California Building Code Chapter 11A.
11. Plans need to show compliance with the 2013 California Building Code (CBC), 2013 California Fire Code (CFC), NFPA standards, and local amendments.

C. That all requirements of the Engineering Division be met, including but not limited to the following:

12. Applicant shall reconstruct two pedestrian accessibility ramps at Beach/Catherine to upgrade them to ADA standards.
13. The applicant shall conduct a sewer study to show the proposed project will not have an adverse affect on the capacity of the City's sewer system.
14. Applicant will be responsible for installing a grease interceptor for the proposed restaurant and operate the facility in accordance with the City's FOG ordinance.
15. On the north side of Catherine Avenue fronting on the property, construct two (2) private drive entrances and remove/replace any damaged concrete sidewalk panels. The driveway width is subject to approval by the City and cannot exceed 58'.
16. Applicant shall submit offsite improvement plans showing at a minimum: sewer improvements, location of new and existing utilities, and location/dimensions of new driveway approaches, and concrete repairs. Additional sewer manholes shall be placed along the new sewer line at a maximum of 150' apart.
17. Applicant shall coordinate with Southern California Edison to relocate the existing power poles that are currently shown to conflict the proposed driveway approaches.
18. Applicant shall obtain a permit from the County of Orange if there are potential discharges to the flood control channel to the north of the property.
19. Applicant shall coordinate with Caltrans for any work done on Beach Boulevard and for any traffic control associate with the project along Beach Boulevard.
20. All utility services to the property along Catherine Avenue and Beach Boulevard fronting on the property, and within the private property, shall be installed underground.
21. The property drives shall be constructed with cement concrete 6" curb and 2' gutter with a width of 25' curb to curb with adjacent appropriate width public utility easement and shall be paved with minimum 6" asphalt concrete on 8" crushed aggregate base.
22. The private drive entrance, private drives, and end of private drive turn-around areas of the Property shall be approved by the Orange County Fire Authority.
23. Street lights shall be installed along the private drive within the Property as approved by the City.

24. Landscaping with plants, shrubs, trees, and irrigation system shall be installed within the Property as approved by the City.
25. A 6' high cement block wall shall be constructed on all exterior property lines of the Property as approved by the City.
26. Grading and drainage of the Property shall provide for minimum 1% lot line slopes from street top of curb, and minimum 0.2% longitudinal cement concrete gutter slopes. Building finish floor levels shall be minimum 1' above the 100 year flood level surface overflow elevation calculated with all storm drain systems not functioning in conformance with the Orange County Hydrology Manual.
27. All existing facilities fronting on and adjacent to the Property damaged by the Property work shall be repaired or replaced by the Applicant as approved by the City.
28. All existing fencing on adjacent property damaged by the Property work shall be repaired or replaced by the applicant as approved by the City.
29. All other existing permanent improvements damaged by the Property work shall be repaired or replaced by the Applicant as approved by the City.
30. All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
31. All improvements shall meet the City Flood Management requirements.
32. Applicant shall submit a Final Priority WQMP and have it approved by the City prior to the issuance of any building permits.
33. Applicant shall submit a SWPPP to the City for review and approval by the City Engineer.
34. Applicant shall submit to the City a traffic impact analysis report for the project, prepared by a registered Traffic Engineer.
 - a. The contents of the TIA shall meet the requirements of the 2013 Orange County Congestion Management Program
35. Applicant shall obtain a public works encroachment permit for all offsite improvements and follow all requirements stated on the permit.
36. Street trees within the public right of way shall be planted at the direction of the City Forester/Engineer

37. The Applicant and Property construction shall meet all of the City's Stormwater/NPDES Requirements, City Local Implementation Plan (LIP), California's General Permit for Stormwater Discharges Associated with Construction Activity, Notice of Intent (NOI) requirements of the State Water Resources Control Board and notification of the issuance of a Waste Discharge Identification (WDID) Number for Projects subject to this requirement, and shall provide a Water Quality Management Plan (WQMP), and a Stormwater Pollution Prevention Plan (SWPPP), and shall use Best Management Practices (BMP).
 38. The applicant shall provide City with access to inspect post-construction BMPs onsite after the completion of the project. access for inspection will be allowed by City personnel during regular business hours.
 39. Applicant shall provide easements for public and private utilities as needed and as approved by the City.
 40. The applicant shall submit to the City a lot line adjustment plat stamped by a licensed land surveyor. The applicant shall submit to the County of Orange an application to review the lot line adjustment prior to submittal to the City. This submittal shall include a current preliminary title report, legal descriptions, a site plan.
- D. That all requirements of the Orange County Fire Authority be met, including but not limited to the following:**
1. Alternate Methods and Materials – PR 910 – Prior to issuance of building permits, an alternate methods and materials application must be reviewed and approved by the Fire Chief.
 2. Automatic Fire Sprinkler Systems – PR430-PR-455 – Prior to the issuance of a building permit and concealing of the interior construction, the Applicant shall submit plans for the required automatic fire sprinkler system in all the structures to the Fire Chief for review and approval. Prior to the issuance of a certificate of use and occupancy, this system shall be operational in a manner meeting the approval of the Fire Chief.
 3. Applicant shall meet all Orange County Fire Authority requirements for and have an approved fire master plan prior to issuance of building permits.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on June 22, 2016 by the following vote, to wit:

AYES: **COMMISSIONERS:** _____

NOES: **COMMISSIONERS:** _____

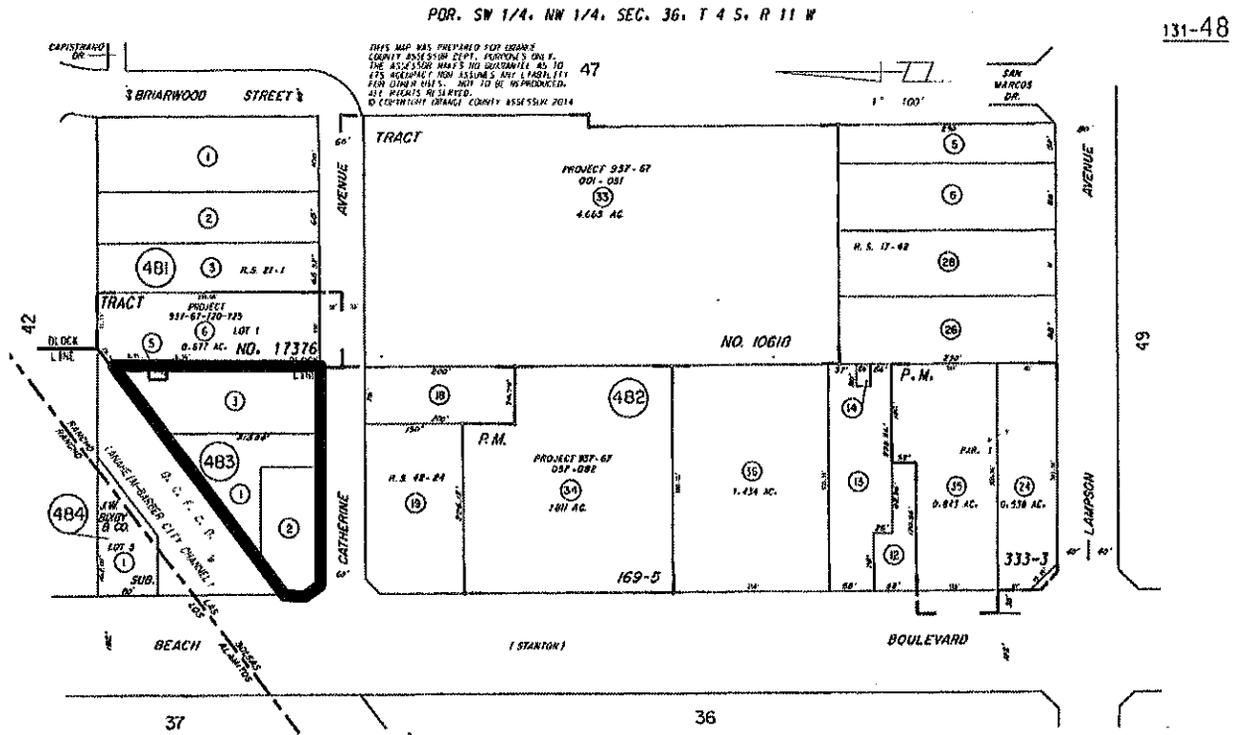
ABSENT: **COMMISSIONERS:** _____

ABSTAIN: COMMISSIONERS:

Joel Greer, Chairman
Stanton Planning Commission

Kelly Hart
Planning Commission Secretary

Vicinity Map
12282 Beach Blvd.



Aerial Map



Address: 12282 Beach Boulevard, Stanton CA 90680

Program Description:

Proposed project shall be a mixed use – restaurant, an outpatient clinic and a continuing care style assisted living facility comprised of assisted living and dementia care. This allows the project to target a wider range of clientele and allows the resident to grow within the community as their needed levels of care change and fluctuate.

Physical Description:

- A 66 unit, four story superstructure with approx. 85,000 SF of interior space plus 34,000 of integrated parking.
- 120 bed assisted living for memory / dementia care facility, licensed by the Department of Social Services.
- Reception area, Lobbies, Library, Resident Lounges, Hair Salon, Spa, Health Fitness Center, Movie Theatre.
- Multiple nurse stations.
- Large commercial kitchen with walk-in fridge and freezer.
- Multipurpose rooms and multiple dining halls.
- Multiple courtyards and outdoor spaces including; gardens, shuffle boards and golf putting green.
- Commercial restaurant, an outpatient clinic accessible to the public to add a mix-use aspect to the project.
- Restaurant shall be healthy gourmet buffet-style and shall be served by the existing commercial kitchen.

It has been our great pleasure to be doing business in the City of Stanton for over a decade. As we grow and expand, we would like to see the City of Stanton grow and prosper along with us. This opportunity will allow both the city and our company to grow symbolically.

This project shall be a tremendous asset to the City of Stanton as follows:

- **Project in Stanton – (not another city).**
- In excess of 100 new jobs shall be created with pooling targeted to local community.
- City shall experience property tax revenues greater on such a project than any other proposed use on the property.

- **Beautify the Community and “Clean Up Streets”**

- **Tax Revenue**
- Adjacent properties will benefit from increased value due to the size, stature and nature of the project.
- Commercial restaurant & outpatient clinic shall generate sales tax.

ASSISTED LIVING FACILITY
MIXED-USE



ATTACHMENT K

ASSISTED LIVING FACILITY MIXED-USE

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Architecture + Design

WWW.STUDIOPT2.COM

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ROCKY CA 92686
PHONE: (714) 251-1544

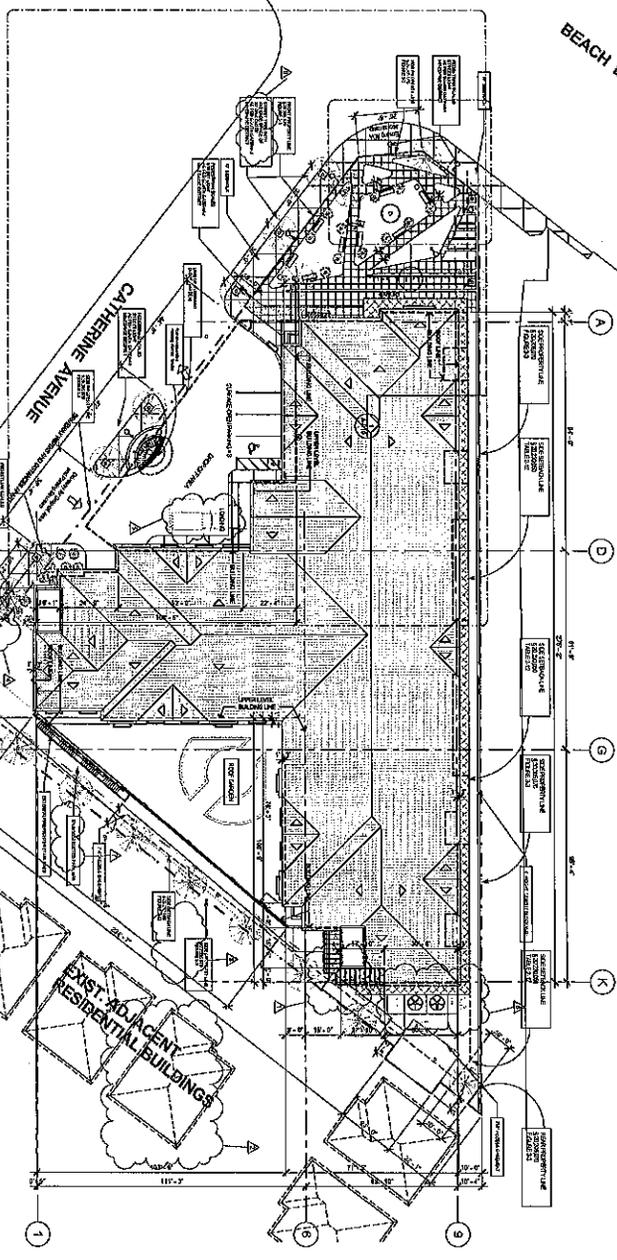


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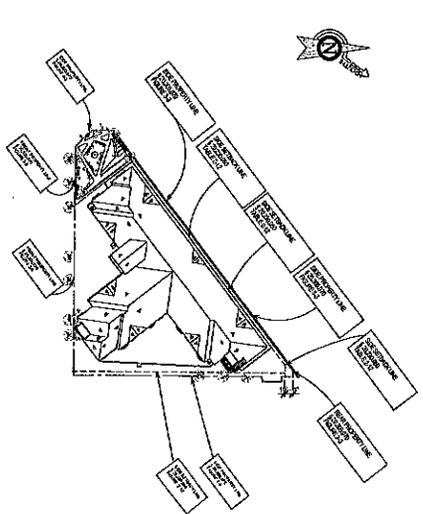
ADDRESS: 381 MAIN STREET, STANTON, CA 95888
PHONE: (714) 251-4822

BEACH BOULEVARD

STORM WATER CHANNEL



1 SITE PLAN
SCALE: 1" = 20'-0"



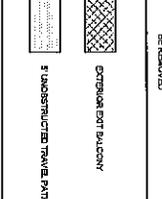
2 KEY SITE PLAN (PROPERTY LINE)
SCALE: 1" = 60'-0"

SITE GENERAL NOTES

1. THIS PLAN IS FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND REQUIREMENTS (MINIMUM OF 24 HRS.)
2. PLEASE REFER TO THE PLANNING SHEET FOR ALL INFORMATION REGARDING THE SITE OR, ALLOWING LOT'S DIMENSION OF 20 FEET.
3. PLEASE REFER TO GROUND FLOOR PLAN FOR ALL INFORMATION REGARDING THE PROJECT. ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE. MOTORCYCLE PARKING AREA WITHIN PERMITS OF 20'x20' FT.

LEGEND

- PP POWER POLE
 - DWY DRAINWAY
 - HTD FIRE HYDRANT
 - CB CATCH BASIN
 - SMH SLOPE MAN HOLE
 - E ELECTRICAL FACILITIES
- NOTE: ONE FIVE POSTING WIRE FENCE TO BE INSTALLED



REV NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/09/2016
2	ISSUED FOR PERMIT	02/09/2016
3	ISSUED FOR PERMIT	02/09/2016
4	ISSUED FOR PERMIT	02/09/2016
5	ISSUED FOR PERMIT	02/09/2016
6	ISSUED FOR PERMIT	02/09/2016
7	ISSUED FOR PERMIT	02/09/2016
8	ISSUED FOR PERMIT	02/09/2016
9	ISSUED FOR PERMIT	02/09/2016

CLIENT:
USS CAL BUILDERS
1295 BEACH BLVD
STANTON, CA 95880
PHONE: (714) 928-4822

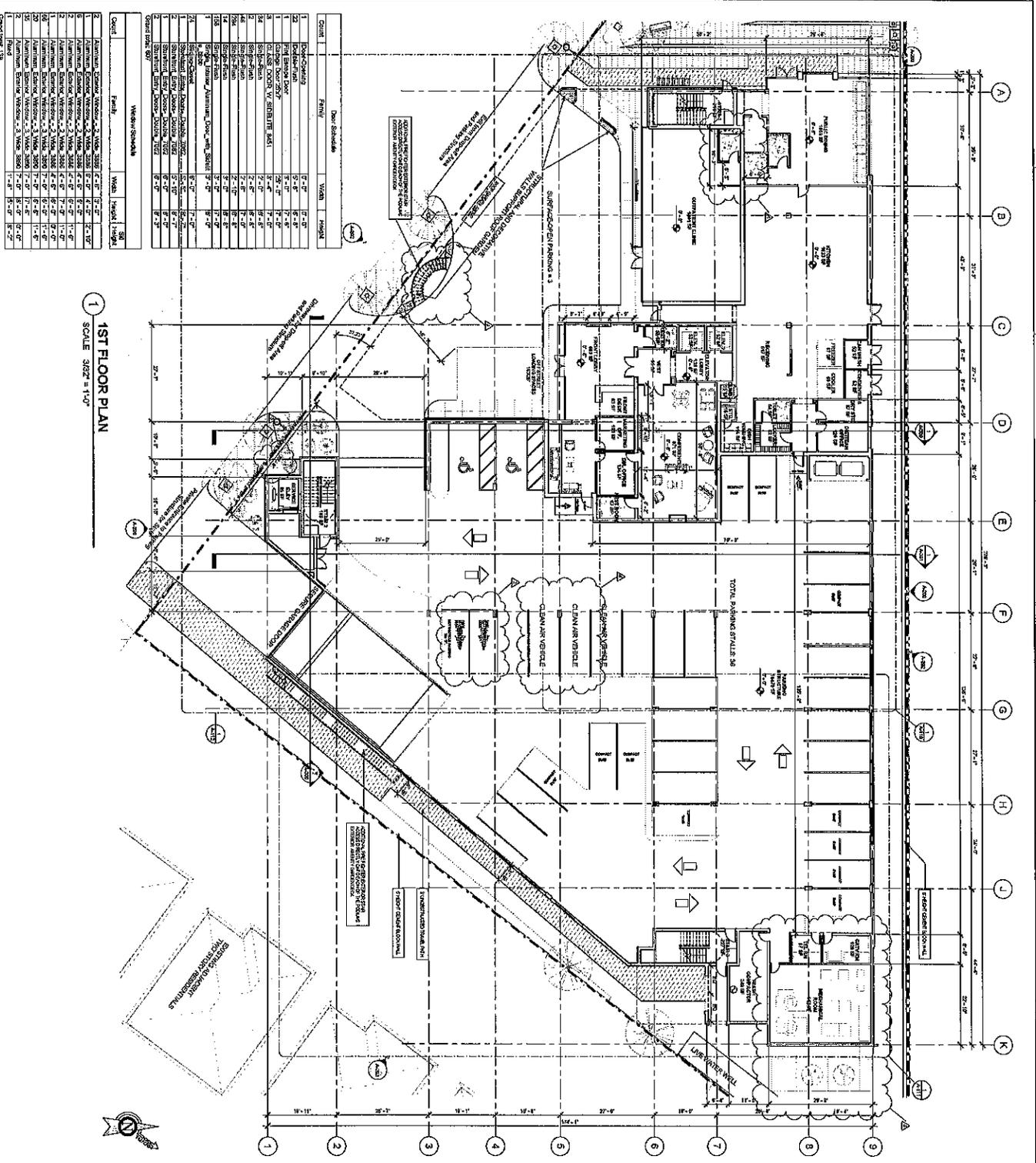
PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE
PROPERTY ADDRESS:
1295 BEACH BLVD
STANTON, CA 95880

SITE PLAN

PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: P. MOJIBI
CHECKED BY: B. KHADIVI

A-100

SCALE: AS INDICATED



1
1ST FLOOR PLAN
SCALE 3/32" = 1'-0"

Count	Material	Quantity	Notes
1	WOOD	1	WOOD
2	WOOD	2	WOOD
3	WOOD	3	WOOD
4	WOOD	4	WOOD
5	WOOD	5	WOOD
6	WOOD	6	WOOD
7	WOOD	7	WOOD
8	WOOD	8	WOOD
9	WOOD	9	WOOD
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96	WOOD	96	WOOD
97	WOOD	97	WOOD
98	WOOD	98	WOOD
99	WOOD	99	WOOD
100	WOOD	100	WOOD

OVERALL PLAN NOTES

1. REFER TO PARTIAL FLOOR PLAN FOR NOTES INDICATED AS 0-1.
2. REFER TO PARTIAL FLOOR PLAN FOR NOTES.

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Architectural & Design

ADDRESS: 20 TRUMAN SUITE 210
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PHONE: (949) 888-0245
EMAIL: map@studioπ2.com
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CLIENT:
USS CAL BUILDERS
ADDRESS: 8651 MAIN STREET
STANTON, CA 95880
PHONE: (714) 922-4882

PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE
PROPERTY ADDRESS:
1288 BEACH BLVD
STANTON, CA 95880

FIRST FLOOR PLAN

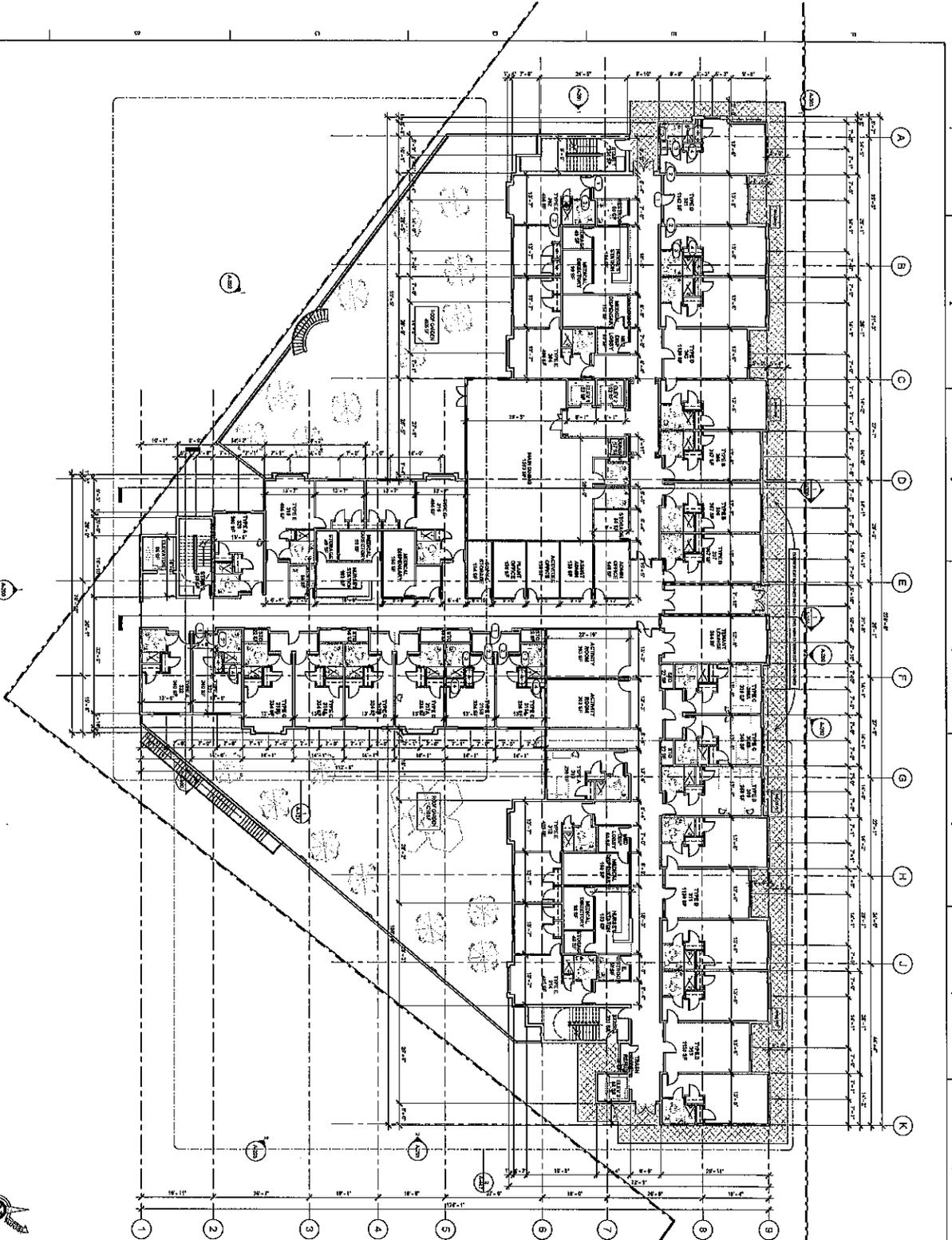
PROJECT NUMBER: G902
DATE: 02/09/2016
DRAWN BY: P. MOSENI
CHECKED BY: B. KHADIVI

A-102

SCALE: AS INDICATED

REV. NO.	DESCRIPTION	DATE
1	ACQUISITION FOR 1500L	10/20/15
2	CONCEPT PROGRAM	2/18/2016
3	PERMIT SETBACKS	2/18/2016
4	CLEAN AIR VEHICLE	10/16/2014
5	PERMITTING SERVICE	10/16/2014
6	PROPOSED DESIGN	10/16/2014
7	CONCEPT DESIGN	10/16/2014

1 3RD FLOOR PLAN
SCALE 3/32" = 1'-0"



OVERALL PLAN NOTES

- 1. REFER TO OVERALL FLOOR PLAN FOR DIMENSIONS AND ELEVATIONS.
- 2. REFER TO PARTIAL FLOOR PLAN FOR NOTES.

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EMAIL: studio2@studioπ2.com

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REV. NO.	DESCRIPTION	DATE

CLIENT:
USS CAL BUILDERS
Building Your Future
ADDRESS: 8051 MAIN STREET
STANTON, CA 95880
PHONE: (714) 822-4822

PROJECT:
**ASSISTED LIVING FACILITY
MIXED-USE**

PROPERTY ADDRESS:
12085 BEACH BLVD.
STANTON, CA 95880

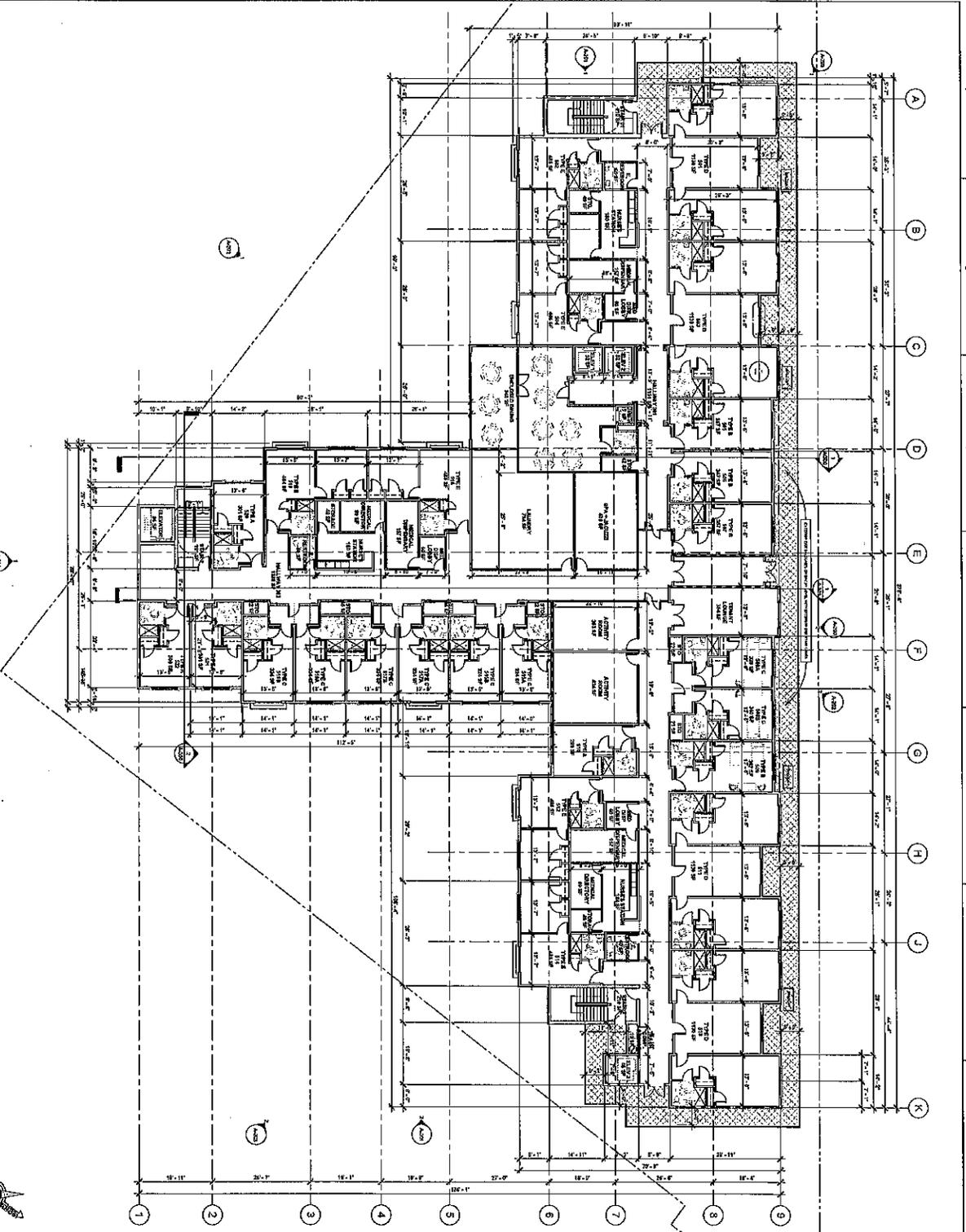
OVERALL THIRD FLOOR PLAN

PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: F. MOJIBI
CHECKED BY: B. KHADIVI

A-104

SCALE: As Indicated

1 5TH FLOOR PLAN
SCALE 3/32" = 1'-0"



OVERALL PLAN NOTES
1. REFER TO PLAN AND ACTUAL FIELD FOR CORRECTIONS
2. REFER TO PARTIAL FLOOR PLANS FOR NOTES

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SOLUTIONS • DESIGN

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REV. NO.	DESCRIPTION	DATE

USS CAL BUILDERS
Building Your Future
ADDRESS: 8051 MAIN STREET
STANTON, CA 95950
PHONE: (714) 928-4882

CLIENT:
PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE
PROPERTY ADDRESS:
12289 BEACH BLVD
STANTON, CA 95980

FIFTH FLOOR PLAN
PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: FLORENTINI
CHECKED BY: EKHADIVI

SCALE: As Indicated
A-106

GENERAL NOTES

1.00

studioπ²
ARCHITECTURE + DESIGN

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PHONE: (949) 808-0246
EMAIL: studioπ2.com

www.studiopi2.com

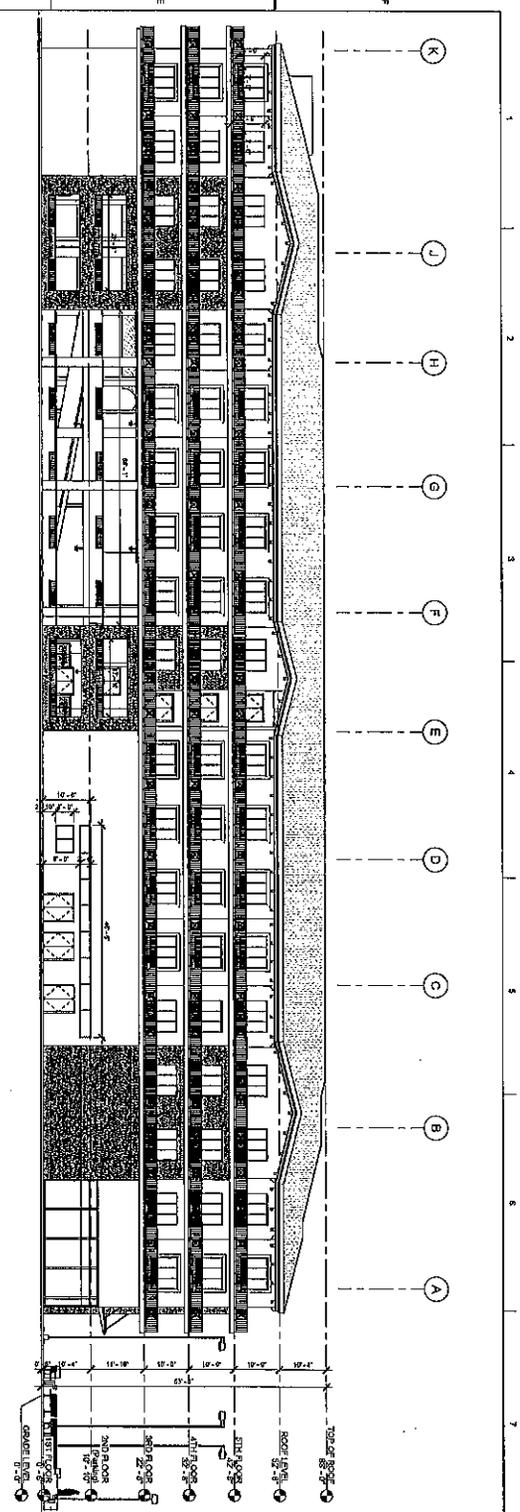
REV.	NO.	DESCRIPTION	DATE
1	AWNING FOR PARKING	2/20/2014	

CLIENT:
USS CAL BUILDERS
Building Your Future
ADDRESS: 8871 MAIN STREET
STANTON, CA 95080
PHONE: (714) 928-4882

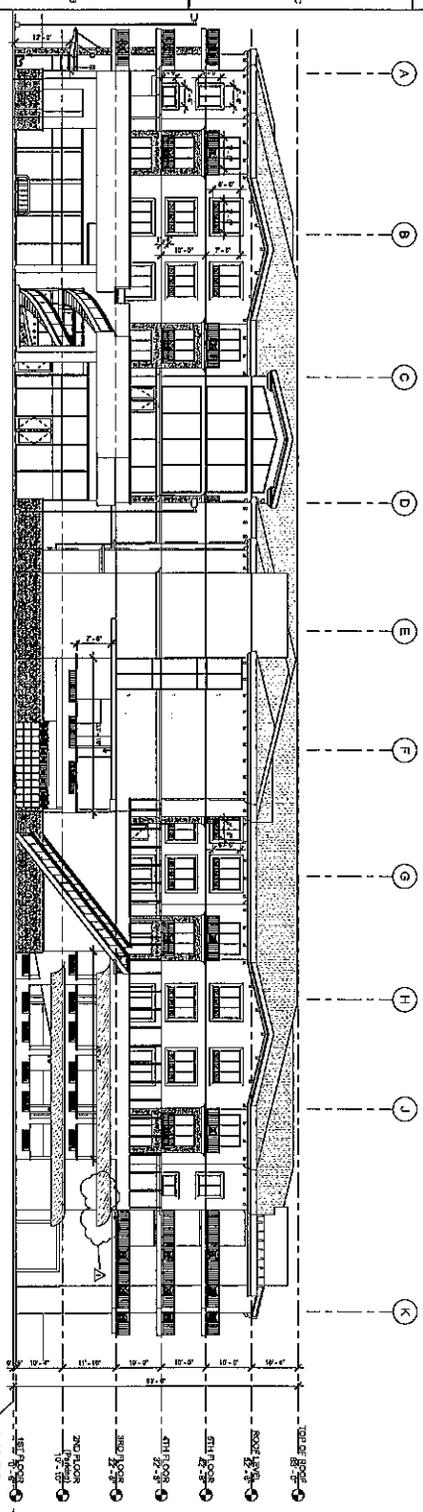
PROJECT:
ASSISTED LIVING FACILITY
MIXED USE
PROPERTY ADDRESS:
12061 BECHTEL BLVD
STANTON, CA 95080

EXTERIOR ELEVATION
PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: P. MOJIBI
CHECKED BY: R. KHADIVI

A-200
SCALE: 3/32" = 1'-0"



2 NORTH ELEVATION
SCALE 3/32" = 1'-0"



1 SOUTH ELEVATION
SCALE 3/32" = 1'-0"

1 2 3 4 5 6 7

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ADDRESS: 20 TRUMAN SUITE 210
IRVINE, CA 92620

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E-MAIL: studio2@studioπ2.com

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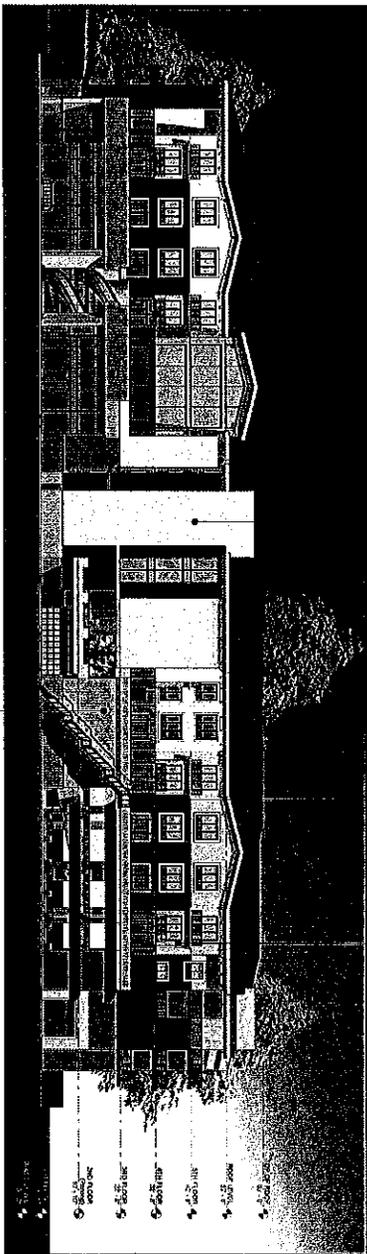


WOOD PLANK
HORIZONTAL ARRANGEMENT



WHITE BRICK
FRENCH STYLE

MARBLE TILE
WHITELANTOUR SURFACE



SOUTH ELEVATION

FACIA PAINTED FACIA LIGHT GREY

PAINTED OPAL WHITE BOSSBELL

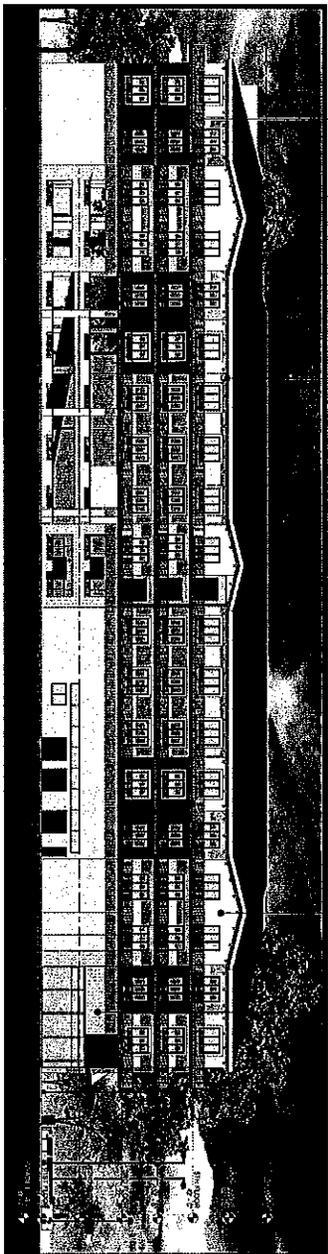
WOOD PLANK DARK BROWN
HORIZONTAL ARRANGEMENT

WHITE BRICK FRENCH STYLE

MARBLE TILE
WHITELANTOUR SURFACE

FACIA PAINTED FACIA LIGHT GREY

WOOD PLANK DARK BROWN
HORIZONTAL ARRANGEMENT



NORTH ELEVATION

PAINTED OPAL WHITE BOSSBELL

WHITE BRICK FRENCH STYLE

USS CAL BUILDERS
Building Your Future

ADDRESS: 8051 MAIN STREET
STANTON, CA 95828
PHONE: (714) 238-4882

PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE

PROPERTY ADDRESS:
12881 BELCORA BLVD
STANTON, CA 95828

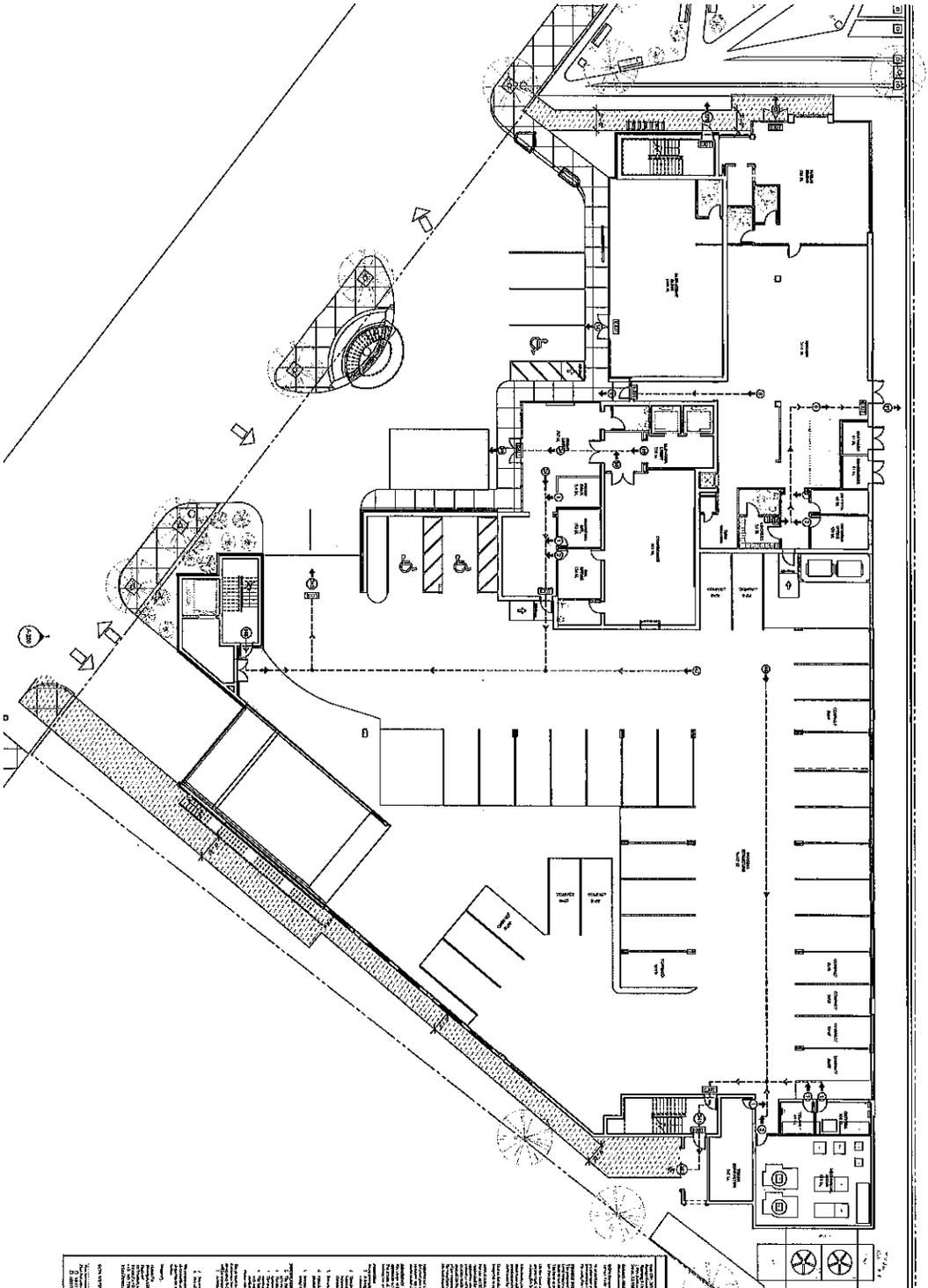
EXTERIOR ELEVATION

PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: P. MOBINI
CHECKED BY: E. KHADIVI

A-205

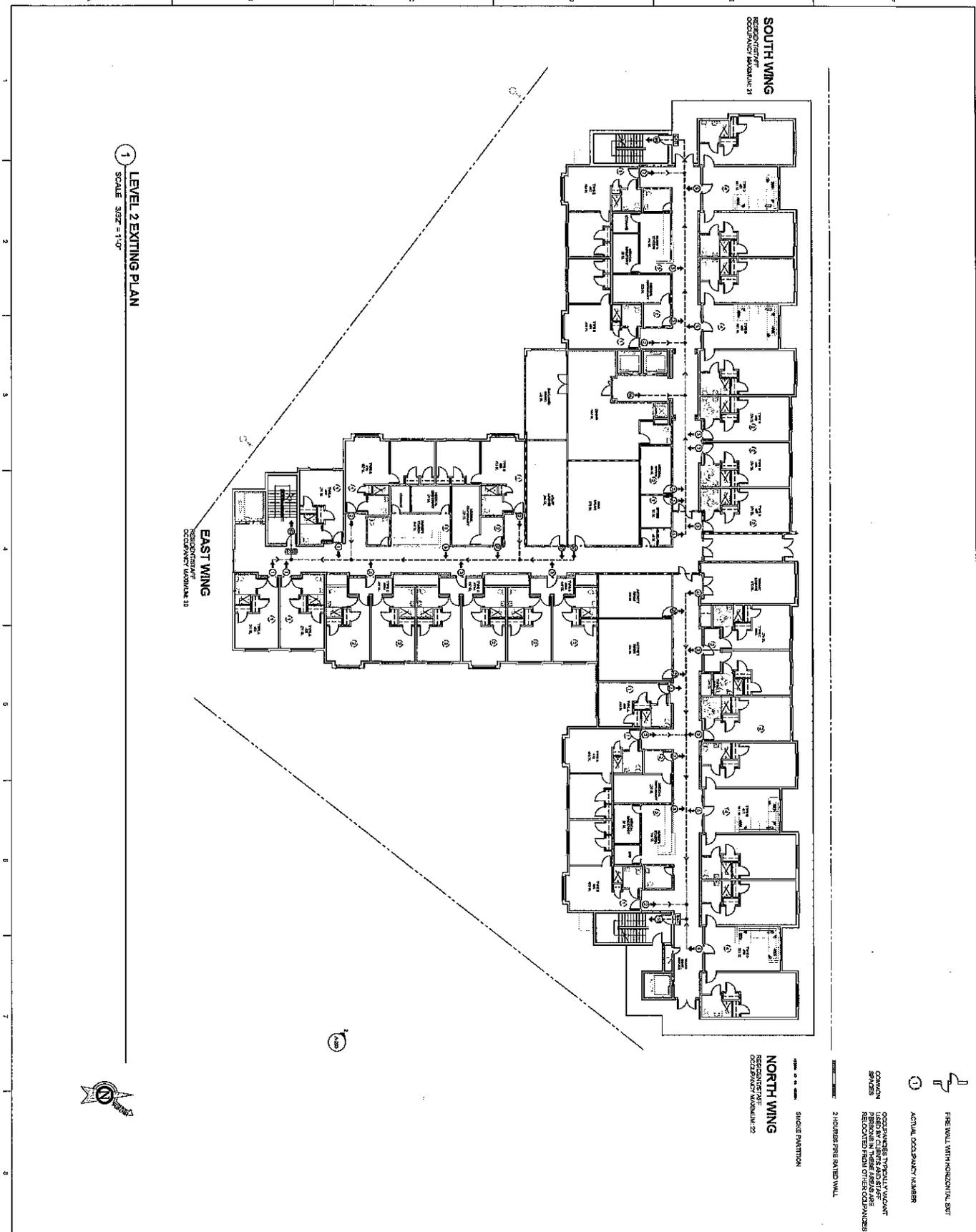
SCALE

1 GROUND FLOOR EXITING PLAN
SCALE: 3/32" = 1'-0"



ALL OUTDOORS:
 1. All outdoor areas shall be finished with a slip-resistant material.
 2. All outdoor areas shall be finished with a material that is resistant to staining and discoloration.
 3. All outdoor areas shall be finished with a material that is resistant to weathering and fading.
 4. All outdoor areas shall be finished with a material that is resistant to cracking and spalling.
 5. All outdoor areas shall be finished with a material that is resistant to abrasion and wear.
 6. All outdoor areas shall be finished with a material that is resistant to impact and damage.
 7. All outdoor areas shall be finished with a material that is resistant to fire and smoke.
 8. All outdoor areas shall be finished with a material that is resistant to theft and vandalism.
 9. All outdoor areas shall be finished with a material that is resistant to graffiti and tagging.
 10. All outdoor areas shall be finished with a material that is resistant to graffiti and tagging.

		ADDRESS: 20 TRUMAN SUITE 210 IRVINE, CA 92620 PHONE: (949) 268-0245 EMAIL: manju@studioip2.com www.studioip2.com	
CLIENT: SUSS CAL BUILDERS Building Your Future ADDRESS: 951 MAIN STREET STANTON, CA 95890 PHONE: (714) 928-4882		PROJECT: ASSISTED LIVING FACILITY MIXED USE PROPERTY ADDRESS: 1280 BEACH BLVD STANTON, CA 95880	
Ground Floor Exiting Plan PROJECT NUMBER: 0903 DATE: 02/09/2016 DRAWN BY: P. MOSENI CHECKED BY: B. KHADIVI		A-900 3/32" = 1'-0"	



1 LEVEL 2 EXITTING PLAN
SCALE 3/32" = 1'-0"



- FIRE WALL WITH HORIZONTAL EXIT
- ACTUAL OCCUPANCY NUMBER
- COMMON FIRE WALL
- 2-HOUR FIRE RATED WALL
- SMOKE PARTITION
- OCCUPANT EGRESS ROUTE
- COMMON FIRE WALL WITH HORIZONTAL EXIT
- FIRE WALL

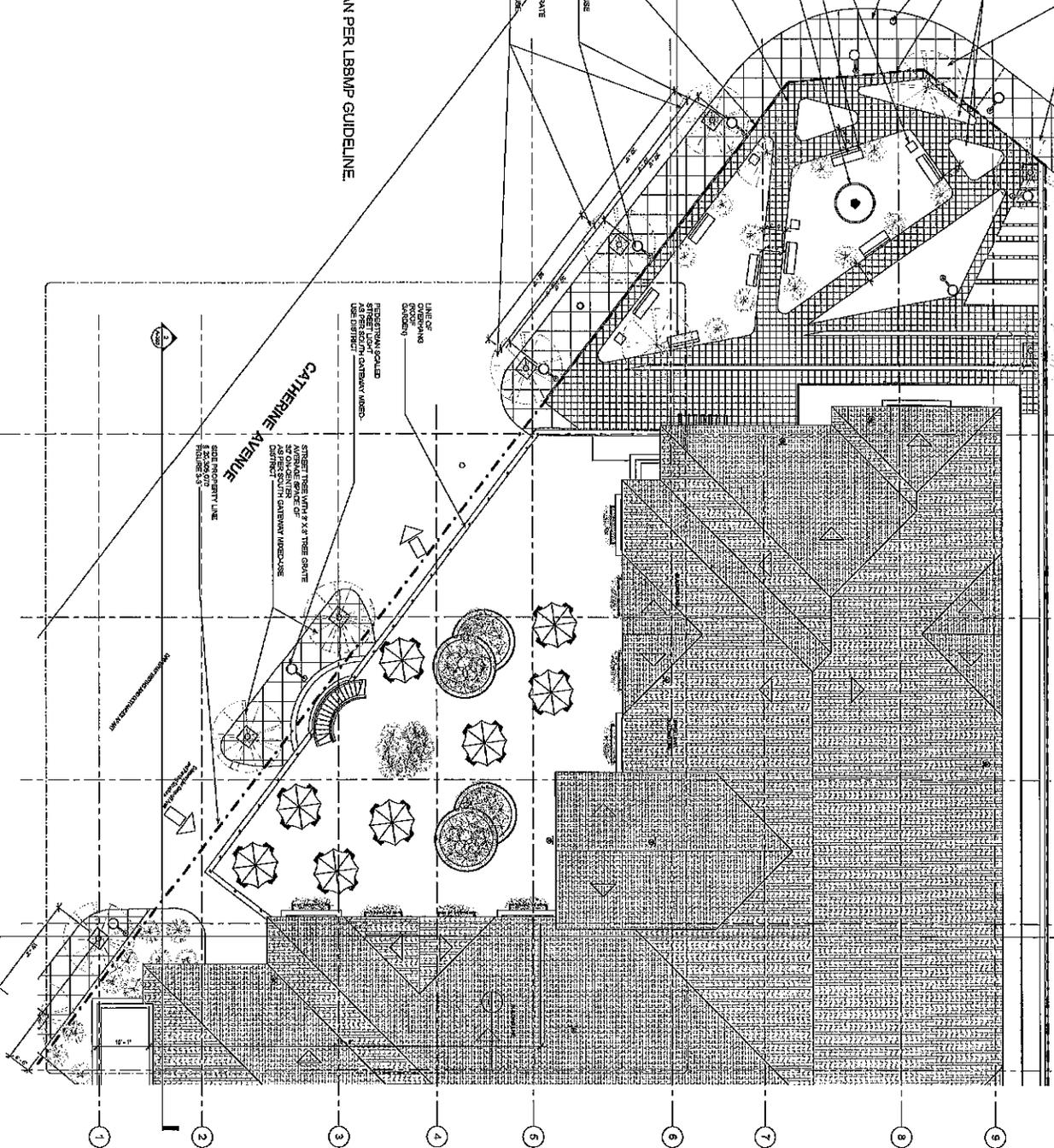
<p style="font-size: 8px; margin: 0;">Innovation • Design</p>	<p>ADDRESS: 20 TRILWAN SUITE 210 IRVINE, CA 92620 PHONE: (949)668-0245 E-MAIL: manjiv@studioπ2.com</p> <p>www.studioπ2.com</p>	<p>CLIENT: USS CAL BUILDERS <i>Building Your Future</i></p> <p>ADDRESS: 8251 MAIN STREET STANTON, CA 95680 PHONE: (714)828-4822</p>	<p>PROJECT: ASSISTED LIVING FACILITY MIXED-USE</p> <p>PROPERTY ADDRESS: 1283 BEACH BLVD. STANTON, CA 95680</p>	<p>Level 2 Exitting Plan</p> <p>PROJECT NUMBER: 0903 DATE: 02/09/2016 DRAWN BY: P. MOBINI CHECKED BY: B. K. JADIV</p> <p style="font-size: 24px; font-weight: bold; text-align: center;">A-903-</p> <p style="font-size: 8px;">SCALE: As Indicated</p>
---	---	--	--	--

REV. NO.	DESCRIPTION	DATE

PER FULL DIMENSIONING SEE

- GRASS AREA
- 5" DEEP PROPERTY LINE
- 5" DEEP DRAIN
- FOURTEEN 3" X 3"
- UTILITY POLE
- ORIGINAL CONCRETE
- SURFACE PAVEMENT
- TROUSER CAN
- PARK BENCH
- WATER FOUNTAIN
- LANDSCAPE PLANTS
- PERIODIC PLANTS
- PARK BENCHES
- FRONT PROPERTY LINE
- 5" DEEP DRAIN
- FOURTEEN 3" X 3"
- PERMANENT SCALED
- AS PER SOUTH GATEWAY WARDENUSE
- DISTRICT
- STREET TREE WITH 7" X 7" TREE GAUGE
- AS PER SOUTH GATEWAY WARDENUSE
- 20' DEEP DRAIN
- FOURTEEN 3" X 3"

LANDSCAPE PLAN PER LBSMIP GUIDELINE



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ADDRESS: 20 TRUMAN SUITE 210
IRVINE, CA 92614
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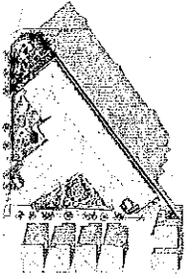
USS CAL BUILDERS
Building Your Future
CLIENT:
ADDRESS: 8081 MAIN STREET
STANTON, CA 90680
PHONE: (714) 625-4922

PROJECT:
ASSISTED LIVING FACILITY
MIXED USE
PROPERTY ADDRESS:
12002 BRADY BLVD
STANTON, CA 90680

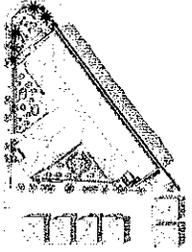
LANDSCAPE
PROJECT NUMBER: 09013
DATE: 02/09/2018
DRAWN BY: P. MOJIBI
CHECKED BY: B. KHADIVI

A-910
SCALE: 1/8" = 1'-0"

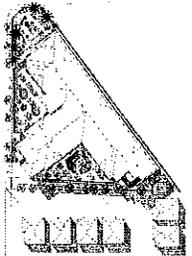
SPRING



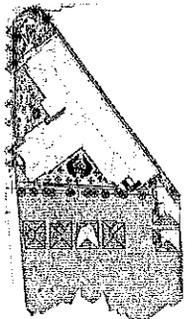
1 SHADOW SPRING APRIL 8 AM
SCALE 1" = 80'-0"



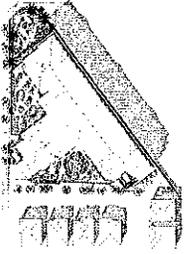
4 SHADOW SPRING APRIL 11 AM
SCALE 1" = 80'-0"



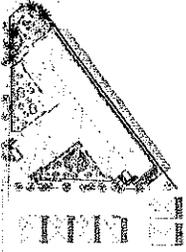
7 SHADOW SPRING APRIL 2 PM
SCALE 1" = 80'-0"



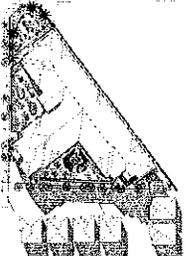
10 SHADOW SPRING APRIL 5 PM
SCALE 1" = 80'-0"



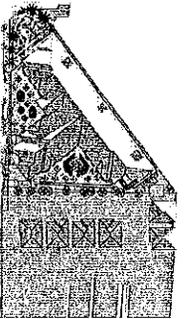
2 SHADOW SPRING APRIL 9 AM
SCALE 1" = 80'-0"



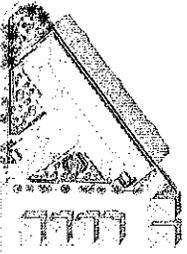
5 SHADOW SPRING APRIL 12 NOON
SCALE 1" = 80'-0"



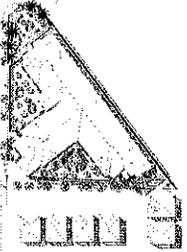
8 SHADOW SPRING APRIL 3 PM
SCALE 1" = 80'-0"



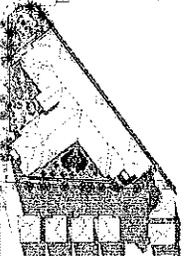
11 SHADOW SPRING APRIL 6 PM
SCALE 1" = 80'-0"



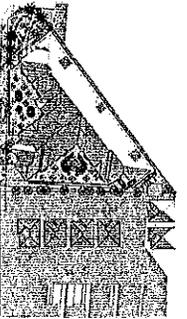
3 SHADOW SPRING APRIL 10 AM
SCALE 1" = 80'-0"



6 SHADOW SPRING APRIL 1 PM
SCALE 1" = 80'-0"



9 SHADOW SPRING APRIL 4 PM
SCALE 1" = 80'-0"



12 SHADOW SPRING APRIL 7 PM
SCALE 1" = 80'-0"

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CLIENT:
ADDRESS: 8021 MAIN STREET
STANTON, CA 95680
PHONE: 714-823-4922

PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE

PROPERTY ADDRESS:
1293 BEACH BLVD
STANTON, CA 95680

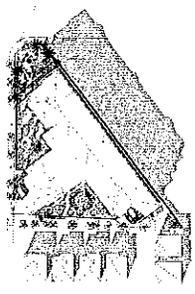
SITE SHADOW STUDY SPRING

PROJECT NUMBER: 0003
DATE: 02/09/2016
DRAWN BY: P. MIOBINI
CHECKED BY: B. KHADIVI

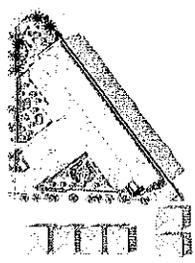
G-003

SCALE: 1" = 80'-0"

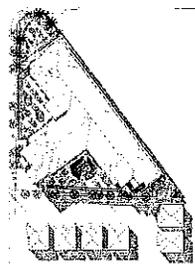
AUTUMN



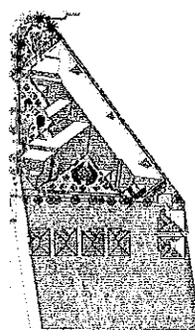
1 SHADOW AUTUMN OCTOBER 8 AM
SCALE 1" = 80'-0"



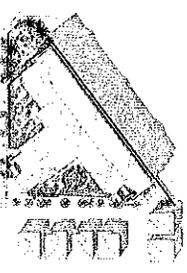
4 SHADOW AUTUMN OCTOBER 11 AM
SCALE 1" = 80'-0"



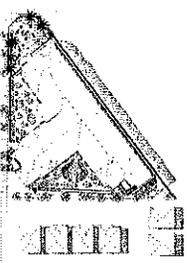
7 SHADOW AUTUMN OCTOBER 2 PM
SCALE 1" = 80'-0"



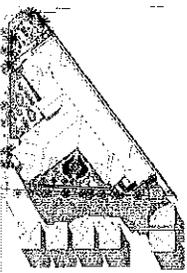
10 SHADOW AUTUMN OCTOBER 5 PM
SCALE 1" = 80'-0"



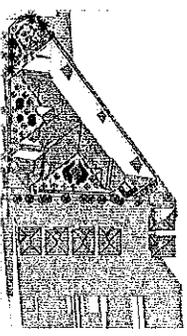
2 SHADOW AUTUMN OCTOBER 9 AM
SCALE 1" = 80'-0"



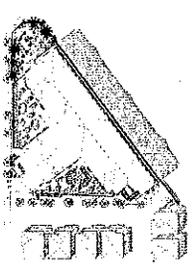
5 SHADOW AUTUMN OCTOBER 12 NOON
SCALE 1" = 80'-0"



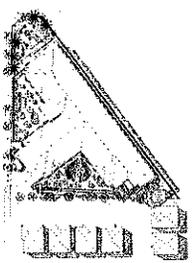
8 SHADOW AUTUMN OCTOBER 3 PM
SCALE 1" = 80'-0"



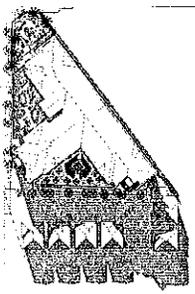
11 SHADOW AUTUMN OCTOBER 6 PM
SCALE 1" = 80'-0"



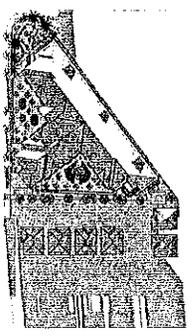
3 SHADOW AUTUMN OCTOBER 10 AM
SCALE 1" = 80'-0"



6 SHADOW AUTUMN OCTOBER 1 PM
SCALE 1" = 80'-0"



9 SHADOW AUTUMN OCTOBER 4 PM
SCALE 1" = 80'-0"



12 SHADOW AUTUMN OCTOBER 7 PM
SCALE 1" = 80'-0"

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ADDRESS: 8021 MAIN STREET
STANTON, CA 90680
PHONE: (714) 828-4882

PROJECT:
ASSISTED LIVING FACILITY
MIXED-USE

PROPERTY ADDRESS:
1285 BEACH BLVD.
STANTON, CA 90680

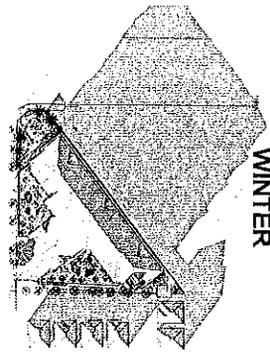
SITE SHADOW STUDY AUTUMN

PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: P. MOENI
CHECKED BY: B. KHADIVI

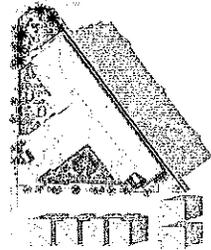
G-005

SCALE: 1" = 80'-0"

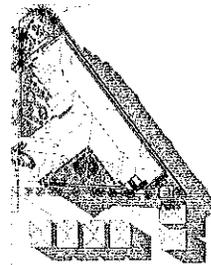
WINTER



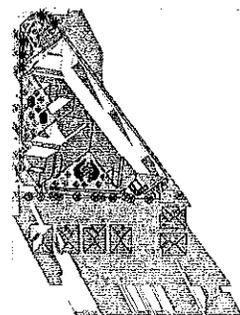
1 SHADOW WINTER JANUARY 8 AM
SCALE 1" = 80'-0"



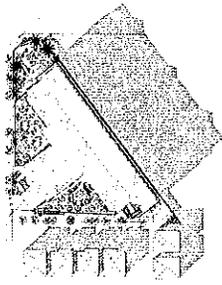
4 SHADOW WINTER JANUARY 11 AM
SCALE 1" = 80'-0"



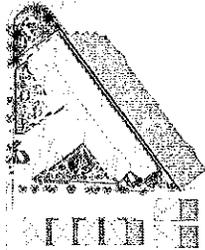
7 SHADOW WINTER JANUARY 2 PM
SCALE 1" = 80'-0"



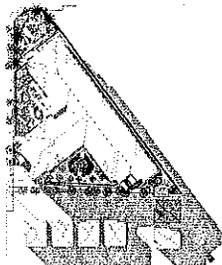
10 SHADOW WINTER JANUARY 5 PM
SCALE 1" = 80'-0"



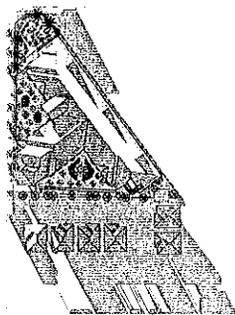
2 SHADOW WINTER JANUARY 9 AM
SCALE 1" = 80'-0"



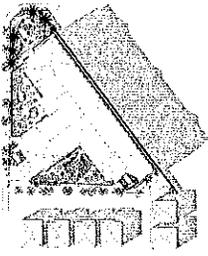
5 SHADOW WINTER JANUARY 12 NOON
SCALE 1" = 80'-0"



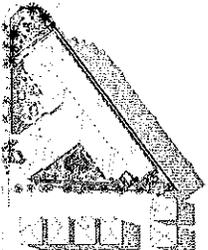
8 SHADOW WINTER JANUARY 3 PM
SCALE 1" = 80'-0"



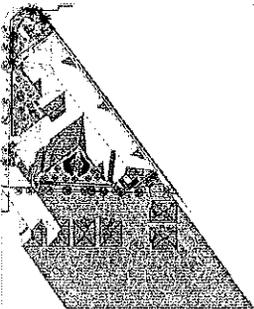
11 SHADOW WINTER JANUARY 6 PM
SCALE 1" = 80'-0"



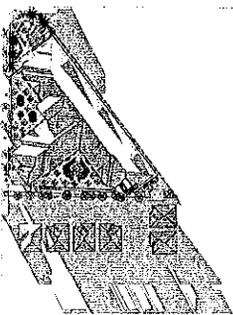
3 SHADOW WINTER JANUARY 10 AM
SCALE 1" = 80'-0"



6 SHADOW WINTER JANUARY 1 PM
SCALE 1" = 80'-0"



9 SHADOW WINTER JANUARY 4 PM
SCALE 1" = 80'-0"



12 SHADOW WINTER JANUARY 7 PM
SCALE 1" = 80'-0"

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IRVINE, CA 92620
PHONE: (949) 858-0245
EMAIL: meryll@studioπ2.com
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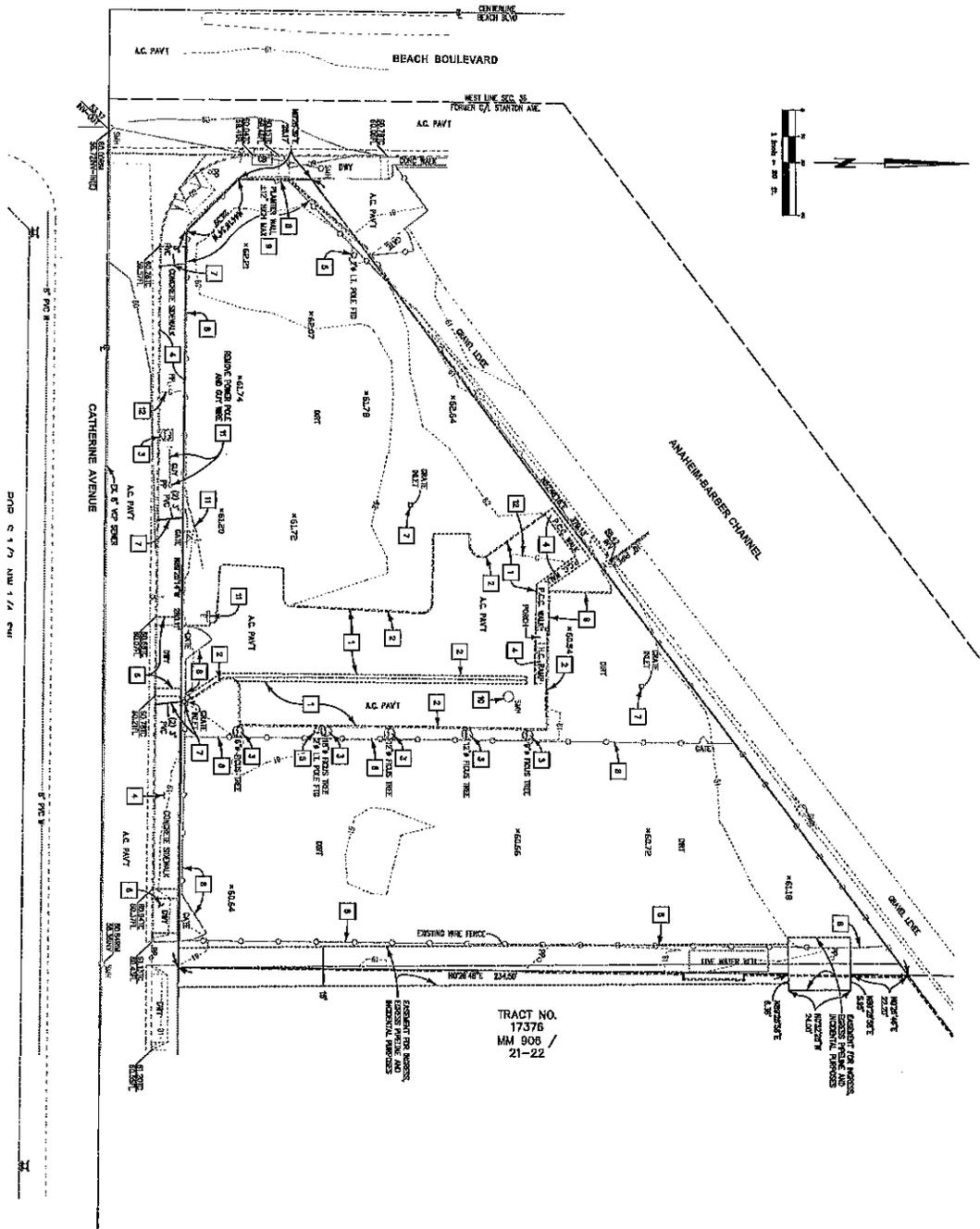
CLIENT:
ADDRESS: 6091 MAIN STREET
STANTON, CA 95920
PHONE: (714) 923-1822
PROJECT:
ASSISTED LIVING FACILITY
MIXED USE
PROPERTY ADDRESS:
12951 BEACH BLVD
STANTON, CA 95980
SITE SHADOW STUDY WINTER

PROJECT NUMBER: 0903
DATE: 02/09/2016
DRAWN BY: P. MOBINI
CHECKED BY: B. KHALIL

G-006

SCALE

1" = 80'-0"



TRACT NO.
17376
MM 906 /
21-22

- DEMOLITION NOTES**
- 1 REMOVE EXISTING AC PAVEMENT
 - 2 REMOVE EXISTING CURB & GUTTER
 - 3 REMOVE EXISTING INTERLOCKERS
 - 4 REMOVE EXISTING CONCRETE SIDEWALK/DRIVE
 - 5 REMOVE EXISTING LIGHT POLE FOUNDATION
 - 6 REMOVE EXISTING DRIVEWAY APPROACH
 - 7 REMOVE EXISTING PAINT MARKS AND MARKS
 - 8 REMOVE EXISTING FENCE & GATES
 - 9 REMOVE EXISTING WALL
 - 10 REMOVE EXISTING SIGNAGE AND MARKS
 - 11 REMOVE EXISTING SIGNAGE STRUCTURES
 - 12 REMOVE/ABANDON EXISTING GAS FACILITIES

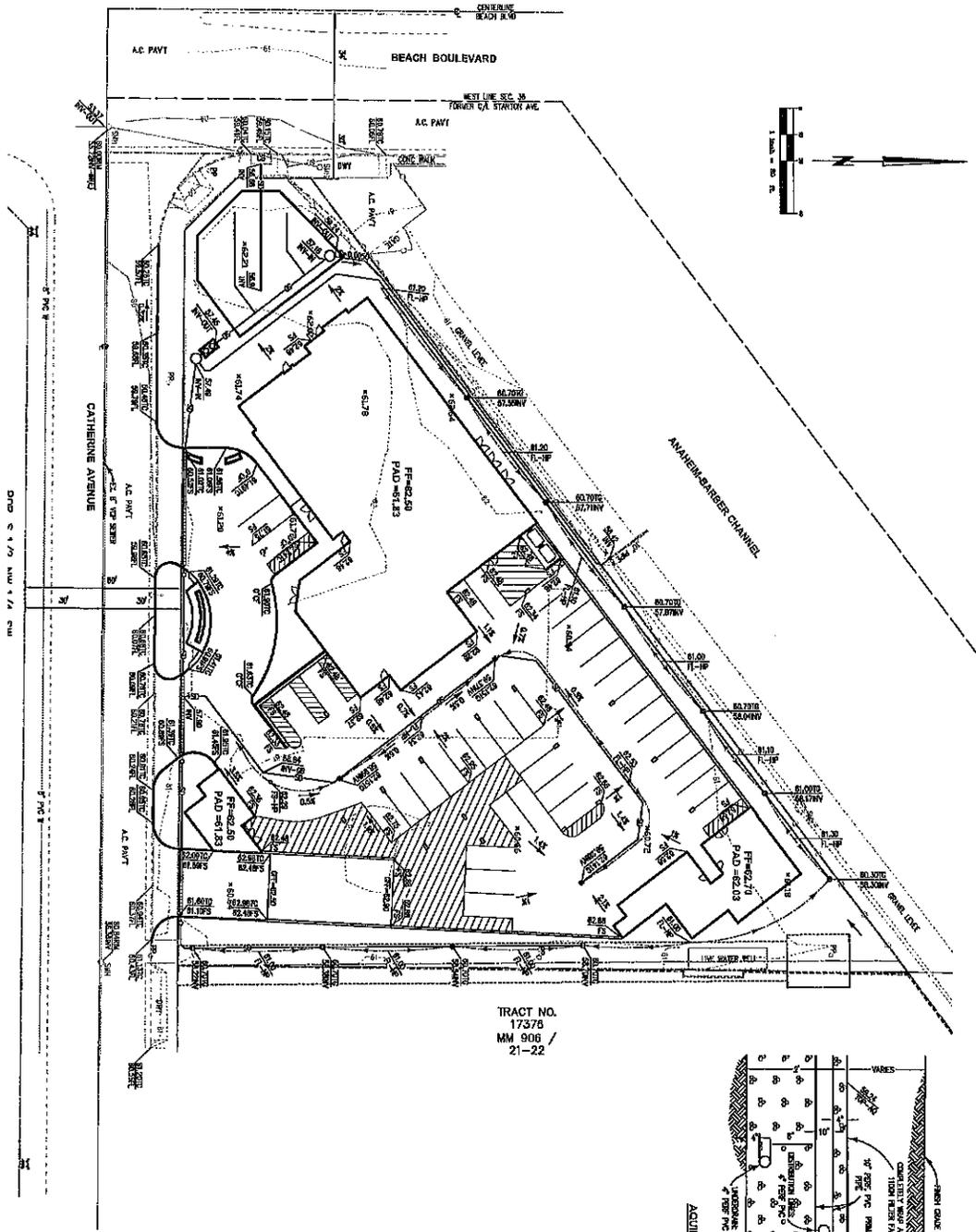
CIVIL ENGINEER

Seasongs Engineers
 281 E. Imperial Ave. Ste. 200, San Juan Capistrano, CA 92675
 (949) 278-2855 Fax: (949) 278-2856
 www.seasongsengineers.com

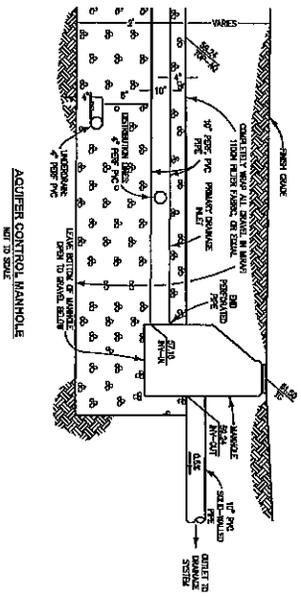


TOPOGRAPHIC MAP & DEMOLITION PLAN
ASSISTED LIVING PROJECT
 12282 BEACH BLVD.
 STANTON, CA

PROJECT NO.	17376
DATE	06/11/15
SHEET	1
TOTAL SHEETS	9



TRACT NO.
17376
MM 906 /
21-22

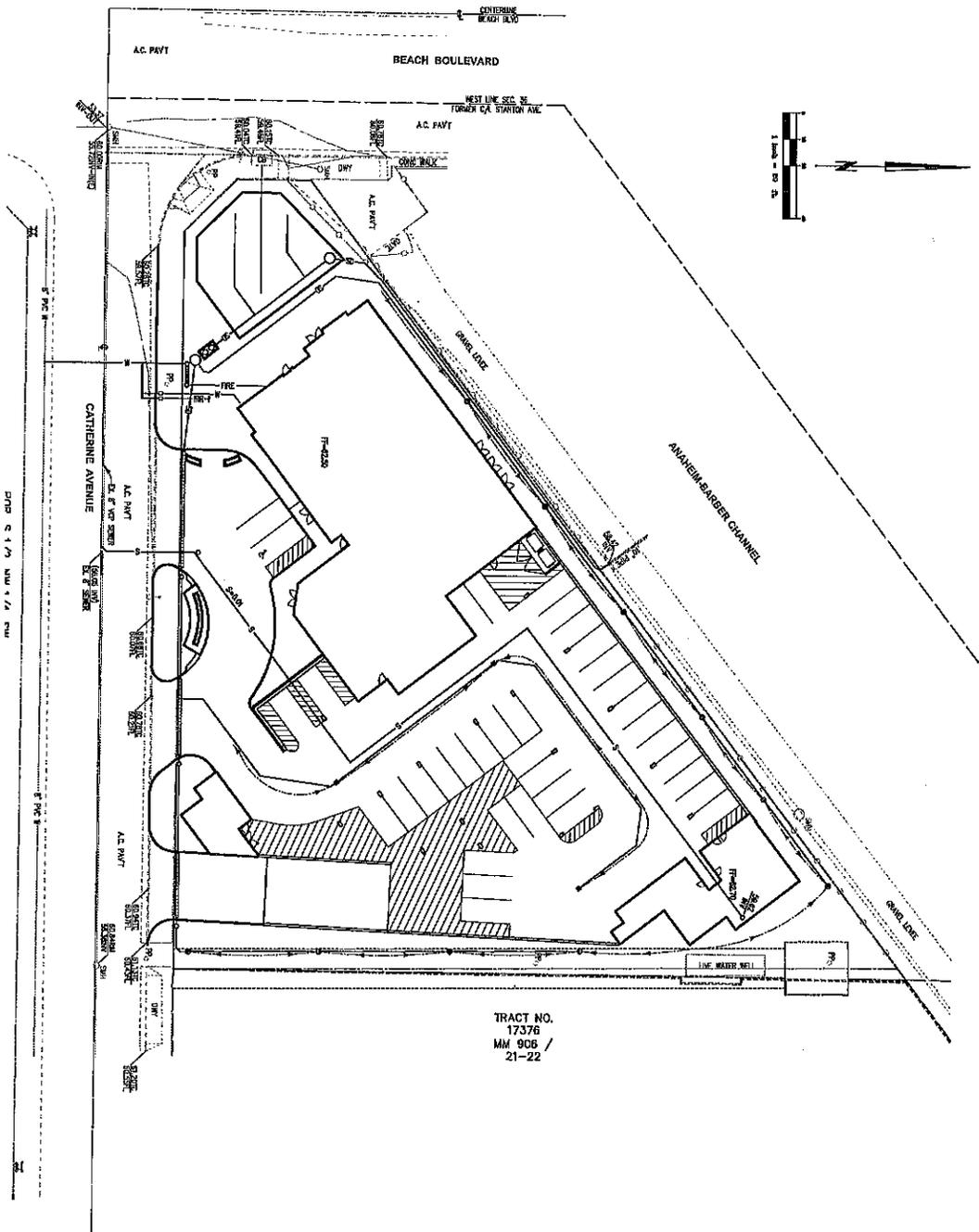


CIVIL ENGINEER
Sessions Consulting Engineers
1714 E. Imperial Ave., Suite 202, Anaheim, CA 92701
(714) 941-2941 Fax: (714) 941-2942
www.sessionsconsulting.com



PRELIMINARY GRADING PLAN
ASSISTED LIVING PROJECT
12282 BEACH BLVD.
STANTON, CA

PROJECT NO.
17376-01
DATE
9/11/15
SHEET
2
OF
3



TRACT NO.
17376
MM 906 /
21-22

CIVIL ENGINEER

Sessions Consulting Engineers
 771 S. Vermont Ave., Ste. 200, Pasadena, CA 91105
 (714) 799-9900 Fax: (714) 799-9901



PRELIMINARY UTILITY PLAN
 ASSISTED LIVING PROJECT
 12282 BEACH BLVD.
 STANTON, CA

PROJECT NO.	76-222-0
DATE	06/11/15
BY	3/5
CS	3/5
CS	3/5