

SAND CANYON RESORT

A report on the zoning and development history of the proposed Sand Canyon Resort and its neighbors.

August 2020

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Section 1

PRESERVING OPEN SPACE

I. Residential History of the Area Prior to the Golf Course

Before the golf course was approved as Tract 52004, there were three residential projects approved by the City on and around the Sand Canyon Country Club. These approvals allowed for the construction of 529 homes. The projects were:

- On September 13, 1990, the City approved the 299 home American Beauty project.
- On November 13, 1990, the City approved the 160 home Prime West project.
- On March 24, 1992, the City approved the 70 home Hunter's Green One project.

Included in Section Four of this report are excerpts of the minutes from the City Council meetings showing the approvals and copies of contracts between the City and the developers. The contracts for the 299-home and 160-home projects are both annexation and development agreements. The contract for the 70-home residential project is a development agreement.

It is important to note that there were no conservation easements created on any portion of the land encompassing the 529 homes. The only "Open Space" zoning for any portion of the 529-home developments were two lots comprising an entry area for the 70-home project.

Because of market conditions, none of the 529 homes of the above projects were built.

II. The Golf Course

On October 12, 2000, Tract No. 52004 was recorded. This tract did two things. It allowed the building of the 73-home community now known as Robinson Ranch. It also allowed the construction of what is now known as the Sand Canyon Country Club.

The land comprising the Sand Canyon Country Club was zoned Open Space (OS). This zoning was chosen for a straight-forward reason – it was the most appropriate for the golf course project. Section 17.36.010 of the City municipal code defines the OS zone as follows:

"The open space (OS) zoning designation is intended to identify and reserve land for passive, natural, and active open space uses, including public and private parks, conservancy lands, nature preserves, wildlife habitats, water bodies, and adjacent riparian habitat, wetlands areas dedicated to open space use, drainage easements, cemeteries, golf courses, and other open space areas dedicated for public or private use. Typical uses include recreation, trails, trailheads, paseos, horticulture, limited agriculture, animal grazing, and habitat preservation." [Underlining added.]

Consistent with the above definition, the Sand Canyon Country Club is a private golf course. The golf course includes a restaurant, snack-bar, driving range, club house, retail store, equipment rental, meeting rooms and banquet facilities.

The City has three other Open Space designations: OS-NF (Open Space— National Forest); OS -A (Open Space— Agriculture); and OS -BLM (Open Space—Bureau of Land Management).

III. “Open Space” zoning, “conservation easements,” and open space

The City of Santa Clarita, its residents and elected officials have made the preservation of land in its natural state a priority. Thousands of largely undeveloped, natural acres all around the Santa Clarita Valley have been acquired in dozens of parcels.

When discussing the preservation of land in an undeveloped state, it is important to distinguish between three terms: (A) Open Space (OS) zoning, (B) conservation easements, and (C) the generic term “open space”.

A. Open Space zoning

Some may believe Open Space (OS) zoning stops all development of land. This is not true. This can be seen from the City’s definition of the Open Space zone, set forth above. The golf course, restaurant, snack-bar, driving range, club house, retail store, equipment rental facility, meeting rooms and banquet facilities are some of the uses developed in the Open Space zone. Open Space (OS) zoning allows passive open space, but also allows for private active open space uses, such as the golf course, and arguably other commercial recreation such as tennis, soccer, baseball training and tournament facilities.

B. Conservation easements

A conservation easement is the tool used for stopping all development on a piece of land. “Conservation easement” is a term given to a document recorded by a property owner that limits development on the described land. Section 27255(b) of the California Government Code gives the following definition of conservation easement:

“(b) For the purposes of this section, ‘conservation easement’ means any limitation in a recorded instrument that contains an easement, restriction, covenant, condition, or offer to dedicate, which is or has been executed by or on behalf of the owner of the land subject to that limitation and is binding upon successive owners of the land, and the purpose of which is to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition. ‘Conservation easement’ includes a conservation easement as defined in Section 815.1 of the Civil Code, an open-space easement as defined in Section 51075 of this code, and an agricultural conservation easement as defined in Section 10211 of the Public Resources Code.” (Underlining added.)

Stated more succinctly, a conservation easement is a recorded instrument which has been

executed by the owner of the land with the purpose to retain land predominantly in its natural, scenic, historical, agricultural, forested, or open-space condition.

Recorded conservation easements exist all over California. Huge tracts of the Santa Monica Mountains are subject to such conservation easements.

However, no portion of the golf course land is subject to a conservation easement.

C. The generic term “open space”

The generic term open space is not readily defined because a generic term means different things to different people. However, since it may be the most important concept for the Sand Canyon area, it is important to explore some of its meanings.

Some may think of “open space” as land that must be preserved in its natural state. As was described above, such a meaning requires a recorded conservation easement.

Others may view open space as public and private parks. There are multiple layers of public parks. A public park can be owned and maintained by a city, a county, or a special district. Also, public parks can be owned and maintained by states. Finally, there are huge national parks. All of these have the common element of being owned and maintained by a government agency.

In addition to public parks, there can be private recreation uses. The golf course and its commercial uses would be considered a commercial recreation use.

Still others may view large lot subdivisions as a method of maintaining open space. In this sense, open space is simply a matter of low-density development that creates buffer areas between houses.

Perhaps another example of open space would be the hundreds of acres the City has acquired and maintains in its natural state. Much like a conservation easement, the City has acquired a property right from the property owner.

Finally, some people think of the Sand Canyon Country Club as “open space”. It is “open space” in the sense it is not developed with residential uses and provides an open space area in the midst of an area developed with low-density non-urban residential uses. It is also a privately owned commercial recreational use only accessible to paying members of the public. Although the golf course and its attendant uses do not meet the definition of a conservation easement, the site’s historic record demonstrates that the golf course is preferable to residential development and that golf course uses are important to preserve.

Knowing the extensive history of residential development in this area, the City felt it was important to assure the 73 homes approved by Tract 52004 were accompanied by the generic “open space” provided by the golf course and that the golf course would not be replaced by housing. Therefore, the Owner’s Statement on the tract gave the City the right to restrict **residential construction** over the lots zoned “Open Space”. The Owner’s Statement does

not give the City the right to restrict all development; just residential.

IV. Open Space and Declining Golf Demand

The golf course does meet the generic meaning of open space. It serves as a buffer area between residential uses. It is also a private recreational opportunity. As such, preservation of the golf course is the same as preserving open space.

Unfortunately, the fact is Americans are playing less golf in the last two decades. This has led to the closure of golf courses throughout California and the nation.

A. American Planning Association Seminar on Golf Course Closures

Closure of a golf course can pose difficult planning issues for a city. The problem has become so significant that the American Planning Association devoted an entire seminar to this issue. The American Planning Association is the world's largest planning organization with over 40,000 members. These seminars are non-partisan studies of current planning issues.

Here are some of the facts reported by the American Planning Association:

In 2017, 205 golf courses closed nationwide. In the last five years, California has seen the closure of 68 golf courses.

The reasons for the closures are market driven. Here are the market numbers presented by the American Planning Association: (1) there has been a 25% drop in the number of rounds of golf played nationally in the last ten years, (2) there has been a 28% drop in the golf related industries (club makers, balls and other equipment), and (3) golf participation stands at just 8.2% of American households.

Because the closure of a golf course means an attendant loss of open space, buffer area and recreation amenities, such closings create significant problems for adjacent properties. This is exacerbated because a closed golf course presents a prime redevelopment opportunity in a market hungry for new commercial and residential sites.

Two reasons a closed golf course is attractive for development are: (1) since a golf course is a large site, it does not require the assembly of additional parcels of land; and (2) golf courses are typically in suburban areas near infrastructure and transit.

It is abundantly clear that redevelopment of the 300 acres of golf course if it completely fails, with commercial and/or residential uses would result in a tragic loss for the entire Sand Canyon area. In addition to the loss of private open space and recreation, it would result in the loss of a buffer area that provides a natural firebreak in the event of an emergency. Development of a resort would maintain the open space setbacks and fire break.

For these and other reasons, communities resist redevelopment of golf courses. This can lead to combative situations by a developer who has purchased a failing golf course. For those who think golf courses do not fail in Southern California, they need only look to what happened 60 miles away in La Verne. The tactics used by the buyer of the La Verne

Country Club were documented on ABC news. (See, <https://abc7.com/la-verne-golf-course-country-club-closing/5390422/>)

B. Protection of the Viability of the Golf Course is Consistent with Open Space

Rezoning a small fraction of the existing 300 acres of the Sand Canyon Country Club from a commercial recreational use to a commercial resort use is logical on many levels. First, golf resorts are a common planning practice. Second, the golf resort would be good for the economy. Third, the golf resort would be good for the tax base. Finally, the golf resort would create 500 new jobs in Santa Clarita.

The resort project assures the continued viability of the golf course – and the golf course preserves open space. Even if the planning, economic, employment, and tax base perspectives are ignored, the project is still an excellent method of preserving private open space and preventing redevelopment of the site.

Section 2

Environmental Analysis of the Area

I. California Environment Quality Impact Report

There is a full California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) being prepared for the proposed project, which will thoroughly explore all aspects of what environmental resources are located on the entire Sand Canyon Resort site. A small fraction of the 300-acre Sand Canyon Country Club, approximately one ninth, would be rezoned to Community Commercial (CC) to allow the resort uses; the remaining eight ninths, would retain the Open Space (OS) designation. The majority of the 300-acre site will remain as it is and will not change. The individual and cumulative potential impacts to the proposed resort and recreation uses are being thoroughly analyzed as part of that City-controlled EIR.

II. Previous environmental analysis of the area

The unique history of this site offers historic data about the environmental resources on this project site. Environmental resources on this site were fully studied on many occasions. Below is just a partial list of the previous studies on this very site:

1. EIR for the first City of Santa Clarita General Plan.
2. EIR for the second City of Santa Clarita General Plan.
3. Multiple site-specific environmental assessments for the precise site proposed for the change of zone in Sand Canyon Golf Course, conducted for the first Hunter's Green 70-home approved project.
4. Environmental analysis of the 160-home "Prime West" project indirectly included consideration of this area.
5. Environmental evaluations conducted for the adoption of the Sand Canyon Special Standards District.
6. Environmental assessments conducted for the Santa Clarita Valley network of trails.
7. Environmental evaluations for the second, site-specific "Hunter's Green" project, which included the golf courses.

All of these studies analyzed and disclosed impacts to environmental resources on the project site. None of these studies lead to designation of conservation of natural open

space as a result of sensitive resources.

Because of the thorough history of environmental analysis conducted on this site and the highly disturbed site due to historic and ongoing golf course uses, it is highly unlikely that something never found before will now emerge. Again, the forthcoming EIR is being drafted by consultants under contract to the City of Santa Clarita and will be a complete "new look" at any impacts of constructing the golf resort based on existing conditions.

III. Previous analyses did not result in requests for Conservation Easements

What is clear, is that all the previous environmental studies of this site did not produce any requests for public ownership or discussions or implementation of any Conservation Easements on any portion of the project site.

The purpose of this specific Open Space (OS) zoning designation was to designate the appropriate land use for the commercial recreation use of golf course.

Protecting the open space associated with the existing operational golf course use requires ensuring its long-term viability which is best served by approval of the proposed Sand Canyon Resort Project.

Section 3

HISTORY OF RESIDENTIAL APPROVALS ON, AND NEXT TO, THE GOLF COURSE

This section summarizes approval by the City of Santa Clarita of houses actually on, and directly next to the Sand Canyon Country Club.

I. Prior approval of 529 homes on and adjacent to the golf course.

Section 4 of this report includes copies of City of Santa Clarita documents approving the three residential projects on and adjacent to the area that was later approved for the golf course itself and 73 homes.

A. The 299 homes of the American Beauty Project

Section 4 includes copies of the agenda from the City Council meeting that approved the 299-home project and the contract guaranteeing development of these homes.

This City approved project directly borders the Sand Canyon Country Club to the north.

The American Beauty project required an amendment of both the Land Use Plan and to the Sand Canyon Special Standards District. Instead of the previous standard of one home on two acres, this project approved eight homes on two acres.

No Open Space zoning was part of the project. No conservation easement was discussed to prevent development on the site.

Although fully approved for construction, these homes were never built because of market conditions.

B. The 160 homes project

Section 4 includes copies of the agenda from the City Council meeting that approved the 160 homes project and the contract guaranteeing development of these homes.

The project required an amendment of both the Land Use Plan and to the Sand Canyon Special Standards District. Instead of the previous standard of one home on two acres, this project approved 160 homes on 160 acres.

No Open Space zoning was part of the project. No conservation easement was discussed to prevent development on the site.

Although fully approved for construction, these homes were never built because of market conditions.

C. The 70 homes project

Section 4 includes copies of the agenda from the City Council meeting that approved the 70 homes project and the contract guaranteeing development of these homes over property that is now a part of the Sand Canyon Country Club.

The only Open Space zoning on the project was on two lots adjacent to an entry roadway. No conservation easement was discussed to prevent development on the site.

Although fully approved for construction, these homes were never built because of market conditions.

II. Approval of 73 homes and the golf course

After approval of the above 529 homes on and next to the golf course, the City of Santa Clarita approved the 73 Robinson Ranch homes, bringing the total number of homes approved to 602. At the same time, what is now known as the Sand Canyon Country Club was approved. The golf course was placed in the City's "Open Space" (OS) because section 17.36.010 of the municipal code specifically allows a golf course in such zone.

No conservation easement was discussed to prevent development on the site.

Section 4
**CITY DOCUMENTS APPROVING 529 HOMES ON AND ADJACENT
TO THE GOLF COURSE**

- I. 299 homes of the American Beauty Project**
 - A. First page of approval of 299 homes, City Council Agenda
 - B. City Council minutes approving 299 homes
 - C. Copy of the contract between the City and American Beauty Homes, Inc. allowing construction of the homes

- II. The 160 homes project**
 - A. First page of approval of 160 homes, City Council Agenda
 - B. City Council minutes approving 160 homes
 - C. Copy of the contract between the City and the developer allowing construction of the homes

- III. The 70 homes project**
 - A. First page of approval of 70 homes, City Council Agenda
 - B. City Council minutes approving 70 homes
 - C. Copy of the contract between the City and the developer allowing construction of the homes

[The above documents follow in the above order.]

MINUTES OF REGULAR MEETING

CITY OF SANTA CLARITA
CITY COUNCIL
6:30 p.m.

November 13, 1990

CALL TO ORDER	The regular meeting of the City Council of the City of Santa Clarita was called to order by Mayor Jo Anne Darcy at 6:30 p.m. in the City Council Chambers, 23920 Valencia Blvd., 1st floor, Santa Clarita, CA.
INVOCATION	The invocation was presented by the Masters College Majesty Group Choir.
FLAG SALUTE	Mayor Pro Tem Carl Boyer led the Pledge of Allegiance to the Flag.
ROLL CALL	All Councilmembers were present. Also present were: City Manager, George Carvalho; Assistant City Manager, Ken Pulskamp; City Attorney, Carl Newton; Finance Director, Andrea Daroca; Director of Community Development, Lynn Harris; Director of Public Works, John Medina; Director of Parks & Recreation, Jeff Kolin; City Clerk, Donna Grindey.

(Actual first page, City Council agenda where the 299-house project was approved.)

ITEM 3
PUBLIC HEARING
PREZONE 88-01 &
ANNEXATION
AGREEMENT 89-01

Mayor Darcy opened the public hearing. City Clerk, Donna Grindey, stated that all notices required by law have been provided, therefore, the public hearing was in order. Director of Community Development, Lynn Harris reported that the applicant, American Beauty Homes and F&N Projects, is requesting a prezone to allow the annexation of this site into the City of Santa Clarita. The prezone will change the existing L.A. County zoning of A-1-20,000 to R-1-DP. Principal Planner Rich Henderson exhibited a slide presentation.

Addressing the Council in favor of this item were: Jack Shine, 16830 Ventura Blvd., Encino, 91436; Richard Keysor, 16046 Live Oak Springs, Santa Clarita; George S. Gruber, 21563 Oak Spring Cyn. Rd.

The Mayor closed the public hearing.

Following discussion regarding street names, it was moved by McKeon and seconded by Heidt to adopt Resolution No. 90-192 certifying the final environmental impact report and adopting a Statement of Overriding Consideration.

On roll call vote:
Ayes: Boyer, Heidt, McKeon, Darcy
Noes: Klajic
Resolution No. 90-192 adopted.

It was moved by McKeon and seconded by Heidt to waive further reading and introduce Ordinance No. 90-34 amending the official zoning map and allowing the City to enter into an annexation agreement with an amendment to read that the streets will be named in cooperation with the Historical Society.

On roll call vote:
Ayes: Boyer, Heidt, Klajic, McKeon, Darcy
Noes: None
Ordinance No. 90-34 passed to a second reading.

ITEM 4

(Actual City Council Agenda Minutes of Public Hearing item where 299 houses were approved. This land directly borders the proposed Sand Canyon Resort (SCR) to the north.

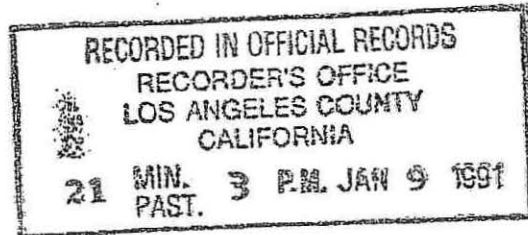
No "Open Space" zoning was requested.

No "Conservation Easement" was sought to prevent development on any part of this site.)

91- 38341

Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF SANTA CLARITA
23920 Valencia Boulevard
Suite 300
Santa Clarita, California 91355



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ANNEXATION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARITA
AND AMERICAN BEAUTY HOMES, INC.
RELATIVE TO THE DEVELOPMENT OF
OAK SPRINGS ESTATES

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO
PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE S65868.5

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement (the "Agreement") is made this 7th day of January, 1998, by and between the City of Santa Clarita, a municipal corporation, organized and existing under the general laws of the State of California (the "City"), and American Beauty Homes, Inc., a California corporation and FN Projects, Inc., a California corporation (collectively the "Developer").

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 (the "Government Code") to enter into binding agreements with persons or entities having legal or equitable interest in real property for the development of such property in order to establish certainty in the development process. The City further enters into this Agreement pursuant to Part 4 of Chapter 22.16 of the Santa Clarita Municipal Code (the "Santa Clarita Code").

B. The Developer is the owner of or has equitable interest in certain real property located in the County of Los Angeles, California, as shown in Exhibit A to this Agreement, which real property is the subject matter of this Agreement (the "Project Site"). The legal description for the Project Site is set forth in Exhibit B to this Agreement. The Project Site consists of approximately 187 acres and is generally located in an unincorporated area of the County and within the southwest portion of the City's planning area.

C. The Parties desire to enter into this Agreement relating to the Project Site in conformance with the Government Code and the Santa Clarita Code in order to achieve the development of the Project as expressly permitted under the terms of this Agreement and the provision of public services, public uses, and urban infrastructure, all in the promotion of the health, safety, and general welfare of the City of Santa Clarita and the residents of the Santa Clarita Valley.

D. The Developer has applied for the following entitlements (collectively referred to as the "Project Approvals"):

- (1) Vesting Tentative Tract Map No. 34466 (the "Tract Map").
- (2) Oak Tree Permit No. 89-062.
- (3) Zone Change, Prezone No. 88-01.
- (4) Annexation No. 88-02.
- (5) Development Agreement No. 89-01.
- (6) Conditional Use Permit No. 89-023.

The development proposed by the Developer for the Project Site will consist of 300 single family homes and related amenities (the "Project").

E. On October 2, 1990, following the public hearing conducted on September 18, 1990, the Planning Commission of the City adopted its Resolution No. P 90-47 approving the Tentative Tract Map, Oak Tree Permit, and Conditional Use Permit, and recommending that the City Council prezone the Project Site to the R-1-DP Zone, and considered the Final Environment Impact Report for this Project. On September 18, 1990, the Planning Commission of the City, held a public hearing on the Developer's application for the Agreement.

F. On November 27, 1990 following a public hearing conducted on 11/13/90, the City Council of the City adopted Ordinance No. 90-33, approving the pre zoning of the Project Site to the R-1-DP Zone. On 11/13/90, 1990, the City Council of the City held a public hearing on the Developer's application for this Agreement and, on November 27, 1990, the City Council of the City adopted Ordinance No. 90-33, approving the Agreement with the Developer.

G. The City desires to obtain the agreement of the Developer for the development of the Project Site in accordance with the provisions of this Agreement and the approved Project.

H. The Developer desires to obtain the agreement of the City that the City will permit the Developer to develop the Project Site in accordance with the "Applicable Rules" (as hereinafter defined), including any modifications permitted by this Agreement. The Developer further desires that it not be required to construct public improvements or make dedications or financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement and the conditions of the Project Approvals.

I. Developer has applied to the City pursuant to the Santa Clarita Code for approval of this Agreement providing for the agreements desired by the Parties to this Agreement. The City Council of the City has given notice of intention to consider this Agreement, has conducted public hearings thereon pursuant to the Government Code and the Santa Clarita Code, and has found that the provisions of this Agreement are consistent with the City's adopted plans and policies and the "Zoning Ordinance" (as hereinafter defined). The City, as a newly incorporated municipal corporation, has not yet adopted a general plan. The City is in the process of preparing, reviewing, and considering a general plan as required by California Government Section 65300, et seq. In pre zoning the Project Site and approving the Project, the City Council and the Planning Commission found, pursuant to the provisions of the California Government Code, as follows:

(a) There is a reasonable probability that the Project will be consistent with the City's proposed general plan under study at the present time; and

(b) There is little or no probability of substantial detriment to, or interference with, a future adopted general plan if the Project is ultimately inconsistent with the proposed general plan.

J. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City.

K. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of Santa Clarita and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the regional welfare.

L. This Agreement will bind future City Councils to the terms and obligations specified in this Agreement and limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to preclude development of the Project on the Project Site.

M. Final Environmental Impact Report has been prepared and certified in conjunction with the consideration of this Agreement in accordance with the applicable statutes, ordinances, and regulations of the State of California and of the City of Santa Clarita.

N. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site, eliminate uncertainty about the validity of exactions imposed by the City, allow installation of necessary improvements, provide for public services appropriate to the development of the Project Site, and generally serve the public interest within the City of Santa Clarita and in the surrounding region.

AGREEMENT

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined), governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project; provided, however, that the term "Applicable Rules" shall include any improvement and construction standards and specifications, including, without limitation, building codes or grading requirements in effect at the time the Developer seeks building permits or grading permits for any part, or all, of the Project Site.

(b) "Discretionary Actions; Discretionary Approval" is an action which requires the exercise of judgment, deliberation, or a decision, and which contemplates and authorizes the imposition of revisions or conditions, by the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" is the date this Agreement is executed by all Parties. In the event this Agreement is executed by the Parties on different dates, the date the last Party to execute this Agreement executes shall constitute the Effective Date.

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(d) "Final Map" is the Final Subdivision Map that is recorded following the satisfaction of the conditions imposed upon the approval of the Tract Map.

(e) "Public Improvements" means those public improvements that the Developer agrees to construct and dedicate to the City, or that the City or such other public entity as the City shall lawfully designate, may acquire, construct, equip, install, operate, or maintain, including, by way of example, but not limitation, (i) those improvements, the provision of which are conditions to the Project Approvals, and (ii) the acquisition, dedication, and construction of easements and facilities described in Section 6 of this Agreement.

(f) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted and effective after the Effective Date of this Agreement, governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project Site to the extent specified in paragraph (a) of Section 7 of this Agreement.

(g) "Zoning Ordinance" is the zoning Ordinance for the City of Santa Clarita (Title 22 of the Santa Clarita Municipal Code).

2. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Project Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record, or has an equitable interest in the Project Site.

3. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Project Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest. This Agreement shall be recorded in accordance with the requirements of the Government Code.

4. Negation of Agency. The Parties acknowledge that, in entering into and performing this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

5. Development of the Property. The following specific restrictions shall govern the use and development of the Project Site:

(a) "Permitted Uses" The Project Site may only be used for the development of no more than 300 detached, single family residences and related amenities.

(b) "Development Standards" The permitted uses of the Project Site, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall be (i) those set forth in the Project Approvals, as approved and as may be amended, and (ii) the Applicable Rules.

6. Agreement and Assurance on the Part of the Developer. The Parties acknowledge and agree that the development of the Project Site will result in substantial public needs and further acknowledge and agree that this Agreement confers unique benefits on the Developer which can only be balanced by the provision of the extraordinary public benefits. The Parties intend by this Agreement to provide consideration to the public to balance the private benefits conferred on Developer by providing for the satisfaction of certain direct and indirect public needs resulting from or relating to the development of the Project Site, and to provide public assurance that this Agreement is fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City. As further consideration for the Agreement, Developer acknowledges that this consideration is reasonably related to the type and extent of the impacts of the development of the Project Site upon the community, and further acknowledges that this consideration is necessary to address the direct and indirect impacts caused by the development of the Project Site. In consideration of the foregoing, and in consideration of the City's assurances for the Developer's rights to complete the development of the Project Site pursuant to the terms and conditions of this Agreement, Developer hereby agrees as follows:

(a) Annexation. The Developer will consent to, and will not protest or contest, the annexation of the Project Site to the City of Santa Clarita.

(b) Development of the Project Site. Developer will use reasonable efforts, in accordance with its conditions and other economic factors influencing the Developer's business decision to commence or to continue development, to develop the Project Site in accordance with the terms and conditions of this Agreement, with the conditions established in the Project Approvals and with the Applicable Rules.

The City acknowledges that the Developer cannot at this time predict when, or the rate at which, the Project will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Because the California Supreme Court held in Pardee Construction Company v. City of Camarillo (1984) 37 Cal.3rd.465 that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties' intent to avoid the effects of this decision. The City

acknowledges and agrees that the Developer shall have the right to develop the Project in such order and at such rate, and at such times as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Applicable Rules and Project Approvals.

In addition to, and not in limitation of, the foregoing, it is the intent of the Developer and the City that no moratorium or other limitations including initiatives (whether relating to the rate, timing, or sequencing of the development of construction of all or any part of the Project whether imposed by ordinance, resolution, or otherwise, and whether enacted by the City Council or any agency of the City or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, certificates of occupancy, or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within the City, or portions of the City, shall apply to the Project to the extent such moratorium or other limitations including initiatives is in conflict with this Agreement.

(c) **School Fees.** Developer covenants and agrees that prior to recordation of any Final Maps on the Project Site, the Developer will pay, or enter into binding agreements with Hart and Sulphur Springs School Districts to pay all school fees adopted by each affected school district and applicable to the development of the Project Site.

(d) **Easements.** Prior to recordation of any Final Map(s) on the Project Site, Developer shall acquire and grant to the City the public street easements and public utility easements set forth in the Tract Map, the terms and conditions therein, and the conditions of the Project Approvals, and the public street easements which would be reasonably necessary to facilitate the construction of the infrastructure items set forth in Paragraph (e) of this Section 6. "A" street shall be named in cooperation with the Santa Clarita Historical Society.

(e) **Infrastructure.** Prior to recordation of any Final Map(s) on the Project Site, Developer shall construct, install, complete, or enter into a binding agreement for the installation, construction, and completion of the public improvements set forth in the Project Approvals and the conditions of approval thereto, including, but not limited to:

- o An access road from Soledad Canyon Road through the Project Site to the southerly tract boundary of the Project Site.
- o A protective levee along the south side of the above access road for the length of such road as that road runs generally parallel to the Santa Clara River bed.
- o An undercrossing of the Southern Pacific Transportation Company's railroad right-of-way.

- o A bridge over the Santa Clara River (the "Oak Springs Bridge") The Developer's obligation to construct the Oak Springs Bridge shall be deemed a contribution in lieu of the payment of the Route 126 Bridge and Major Thoroughfare Construction Fee and the Developer's obligation to pay such fee shall be reduced in an amount equal to the Developer's actual cost in the design and construction of the Oak Springs Bridge and acquisition of necessary right of way, and in the event the Developer's costs exceed the Route 126 Bridge and Major Thoroughfare Construction Fee, as determined on the date the final tract map is recorded, then the Developer shall be relieved of the obligation of paying said fee.
- o A protective levee along the south side of the bridge and 100 feet on each side of the bridge alongside the Santa Clara River bed.
- o Pave Oak Springs Canyon Road from Lost Canyon Road to the westerly property line of Tract 47803 subject to the necessary easements being provided by affected homeowners adjacent to Oak Springs Canyon Road.
- o Extending water line main within Oak Springs Canyon Road from Lost Canyon Road to the road terminus a distance of approximately 1-3/4 miles and along White Water Canyon Road, Graceton Road and Pashley Street, subject to the necessary easements being provided by affected homeowners.

(f) Sewer Fees. Prior to recordation of any Final Map(s) on the Project Site, the Developer shall contribute to the capital improvement fund of the County Sanitation District (the "Sanitary District"), for use in future expansion of the Sanitary District's Sewer Treatment facility, a sum equal to the difference between the sewer connection fees applicable on the Effective Date of this Agreement and any increased sewer connection fees applicable at the time that a building permit is issued for the development of a lot or lots on the Project Site.

7. Agreement and Assurances on the Part of the City. In order to effectuate the provisions of this Agreement, and as an inducement for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 6 of this Agreement, and in consideration for the Developer doing so, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of this Project Site, subject to the terms and conditions of the Agreement, the conditions of the Project Approvals, and the Applicable Rules. In furtherance of such agreement and assurances, and pursuant to the authority and provisions set forth in the Government Code and the Santa Clarita Code, the City, in entering into this Agreement, hereby agrees and acknowledges that:

(a) Entitlement to Develop. The Developer has acquired and been granted the vested right to develop the Project Site to the extent

and in the manner provided in this Agreement, subject to the conditions of the Project Approvals and in accordance with the Applicable Rules and Subsequent Applicable Rules, and City hereby finds the Project consistent with the City's adopted plans and policies and the Zoning Ordinance. Any change in the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, Zoning Ordinance, growth management, or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project Site unless the City finds that failure to make such changes would place residents of the City in a condition substantially dangerous to their health or safety. Any Subsequent Applicable Rule can be applied to the Project Site only if the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner, as determined by the Council in its sole discretion.

(b) **Consistency With Applicable Rules.** City finds, based upon all information made available to City prior to or concurrently with the execution of this Agreement, that there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the development of the Project Site in accordance with uses and densities incorporated and agreed to in this Agreement.

(c) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is required subsequent to the execution of this Agreement, the City agrees that it will not condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed to construction and occupancy. In addition, no condition shall preclude or otherwise limit the Developer's ability to develop the Project Site in accordance with the density and intensity of use set forth in this Agreement, unless the City determines that the failure to the City to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner, as determined by the Council in its sole discretion.

(d) **Term of Tentative Map.** Pursuant to California Government Code Section 66452.6(a), the term of the Tract Map and Conditional Use Permit shall be extended for any reasonable period of time, up to and including the scheduled Termination Date of this Agreement as set forth in Section 10 below, upon application by Developer.

(e) **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate fees, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of

this Agreement and the development of the Project Site in accordance with the terms of this Agreement, including, but not limited to, the processing and checking of any and all Project Approvals, agreements, covenants, applications, and related matters required under the conditions of this Agreement, building plans and specifications and any other plans necessary for the development of the Project Site, filed by Developer and the issuance of all necessary building permits, occupancy certificates, or other required permits for the construction, use, and occupancy of the Project Site. Developer will, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this Agreement.

8. Review of Compliance

(a) **Periodic Review.** The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedures and standards set forth in this Agreement and in the Santa Clarita Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time. The Community Development Director or the City Council, as determined from time to time by the City Council, shall conduct such special reviews.

(c) **Procedure.** During either a periodic review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The Parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitute grounds for termination or modification of this Agreement in accordance with the provisions of this Agreement. Upon completion of a periodic review or a special review, the Community Development Director shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and recommended finding on that issue. All compliance review shall be conducted pursuant to the provisions of Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code.

If, on the basis of her review of this Agreement, the Community Development Director concludes that the Developer has not complied in good faith with the terms of this Agreement, then the Community Development Director may issue a written "Notice of Non-compliance" specifying the grounds therefore and all facts demonstrating such Non-compliance. The Developer's failure to cure the alleged Non-compliance for a period of thirty (30) days after receipt of said notice, shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. If the nature of the alleged Non-compliance is such that it cannot reasonably be cured

within such thirty (30) day period, the commencement of the cure within such time period and a diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the City may pursue any remedy available under this Agreement.

(d) **Proceedings Upon Modification or Termination.** If the City determines to proceed with modification or termination of this Agreement after completing the reviews specified in Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code, the City shall give written notice to the Developer of its intention to modify or terminate this Agreement. Notice shall be given at least sixty (60) calendar days before the scheduled hearing and shall contain such information as may be reasonably necessary to inform the Developer of the nature of the proceeding. At the time and place set for the hearing on modification or termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Developer. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such agreements as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final and subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

9. **Modification, Amendment, or Cancellation.** Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code and the applicable provisions of the Santa Clarita Code, this Agreement may be modified or amended from time to time by mutual consent of the parties with its successors in interest in accordance with the provisions of Section 65868 of the Government Code and the Santa Clarita Code.

10. **Term of Agreement.** This Agreement shall become operative upon the annexation of the Project Site to the City; provided, however, the Project Site is annexed to the City prior to September 1, 1991, or as otherwise mutually agreed to by the Parties hereto. If the Project Site is not annexed prior to the time specified herein, this Agreement shall be null and void. This Agreement shall commence upon the Effective Date and shall remain in effect for a term of twelve (12) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement, or by mutual consent of the Parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right arising from City approvals on the Project Site prior to, concurrently with, or subsequent to the Effective Date of this Agreement; and provided further, that such termination shall not automatically affect any right the City may have by reason of the Developer's covenants to dedicate land or provide public improvements in conjunction with any portion of the Project Site which is under construction at the time of the termination.

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Project Site, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal statutes or regulations, judicial decisions, or any similar basis for excuse performance which is not within the reasonable control of the Party to be excused. If any such events shall occur, the term of this Agreement, and the time for performance by either Party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

11. Remedies for Default. It is acknowledged by the Parties that the City would not have entered into this Agreement if it were to have unlimited liability and damages under this Agreement, or with respect to this Agreement, or the application thereof. The Parties agree and recognize that, as a practical matter, it will not be possible physically, financially, and as a matter of land use planning, to restore the Project Site to its prior state once the construction is commenced. Moreover, Developer has invested a considerable amount of time and financial resources in planning to arrive at the time, location, and intensity of use, improvements, and structure for the development of the Project Site. For these reasons, the Parties agree that it will not be possible to determine an amount of monetary damages which would adequately compensate the Developer for this work. Therefore, the Parties agree that monetary damages will not be an adequate remedy for Developer if the City fails to carry out its obligations under this Agreement. The Parties further agree that the Developer's remedies under this Agreement shall be limited to the right to specifically enforce the terms of this Agreement.

The City's remedies under this Agreement shall also be limited to the right to specifically enforce the terms of this Agreement. In addition to specific performance, if the Developer fails to make any payment or complete any other act or performance specified in this Agreement, the Developer shall have no further right or entitlement to any building permit or certificate of occupancy for any portion of the Project Site until the default has been cured as provided in this Agreement. The Parties recognize that this section may result in the limitation or cessation of the rights otherwise conferred by this Agreement upon the Developer, including any of the Developer's successors, assigns, transferees, or other persons or entities acquiring title to or who are interested in the Project, or any portion thereof.

12. Assignment. The rights of the Developer under this Agreement may be transferred or assigned in whole or in part by the Developer only upon prior written approval of the City which shall not be unreasonably withheld or delayed. Express assumption of any of the Developer's obligations under this Agreement by any such assignee shall relieve the Developer from such obligation.

13. Notices. All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon receipt after deposit

in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to City: City of Santa Clarita
23920 Valencia Boulevard
Suite 300
Santa Clarita, CA 91355
Attention: City Manager

With a copy to: Carl K. Newton, City Attorney
C/o Burke, Williams & Sorensen
624 South Grand Avenue,
11th Floor
Los Angeles, California 90017

If to Developer: American Beauty Homes
C/o Greg Medeiros
16830 Ventura Boulevard
Suite 600
Encino, CA 91436

FN Projects, Inc.
C/o Don Sarno
9800 South Sepulveda Boulevard
Suite 202
Los Angeles, CA 90045

With a copy to: Cox, Castle & Nicholson
Ronald I. Silverman, Esq.
2049 Century Park East
28th Floor
Los Angeles, CA 90067

14. **Severability and Termination.** If any provision of this Agreement should be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

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

16. **Amendment or Cancellation.** Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be amended from time to time, or cancelled in whole or in part, by mutual consent of the Parties or their successors in interest in accordance with the provisions of Section 65868 of the Government Code; provided, however, that any amendment which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent Discretionary Actions, or any conditions or covenants relating to the use of the Project Site, shall not require notice or public hearing before the Parties may execute an amendment hereto.

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

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and subsequent owner of all or any portion of the Project Site and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the Government Code.

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

20. Constructive Notice and Acceptance. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

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

22. Attorney's Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance for the breach hereof, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

23. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

24. Incorporation of Attachments. All attachments to this Agreement, including Exhibits A and B, and all subparts thereto, are incorporated herein by this reference.

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

CITY OF SANTA CLARITA

Dated: 1/7/91, 1990 BY J. Anne Wacey
Mayor

CAT. NO. NND0737
TO 1945 CA (8-84)
(Corporation)

 TICOR TITLE INSURANCE

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On December 21, 1990 before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Shine

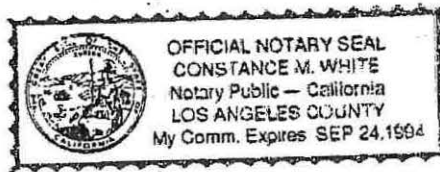
personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and David Bock

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Constance M. White

91- 038341



(This area for official notarial seal)

CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }
County of Los Angeles } SS.

On this the 24th day of December, 1990, before me,

Angela Anderson

the undersigned Notary Public, personally appeared

John E. Dean, 1st Vice Pres. & Carol Gallagher, Asst. Sec.

personally known to me

proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as

_____ or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Angela Anderson
Notary's Signature

91- 038341



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Annexation and Development Agreement

Number of Pages 16 Date of Document _____

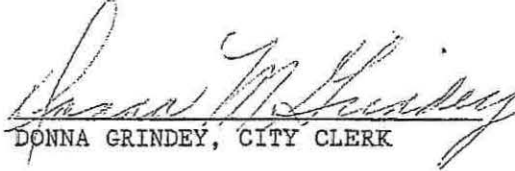
Signer(s) Other Than Named Above _____

I HEREBY CERTIFY that the foregoing was duly adopted by the City Council of the City of Santa Clarita, at a regular meeting thereof, held on the _____ day of _____, 1990, by the following vote of the Council:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:


DONNA GRINDEY, CITY CLERK

[ATTACH EXHIBITS A AND B]

EXHIBIT B
LEGAL DESCRIPTION

DEVELOPMENT AGREEMENT BOUNDARY FOR
TENTATIVE TRACT 34466

THOSE PORTIONS OF SECTIONS 12, 13 AND 24, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE CITY OF SANTA CLARITA AS EXISTED ON NOVEMBER 18, 1988, SAID POINT BEING A POINT ON THE WESTERLY LINE OF SAID SECTION 13, DISTANT THEREON NORTH 00°02'46" WEST 547.31 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 89°30'34" EAST LEAVING SAID BOUNDARY 1232.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°56'29" A DISTANCE OF 190.96 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE EASTERLY ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 08°22'03" A DISTANCE OF 146.04 FEET; THENCE SOUTH 87°55'00" EAST 1048.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2469.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°20'51" A DISTANCE OF 704.45 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE SOUTH 00°17'03" WEST ALONG SAID EASTERLY LINE 377.01 FEET TO A POINT DISTANT THEREON 170.00 FEET FROM THE NORTHERLY LINE OF SAID SECTION 24, SAID POINT BEING A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN PARCEL 3 OF DEED RECORDED IN BOOK 20551, PAGE 196, OF OFFICIAL RECORDS IN THE OFFICE OF THE REGISTRAR-RECORDER OF THE COUNTY OF LOS ANGELES; THENCE SOUTH 49°22'39" WEST ALONG SAID NORTHWESTERLY LINE 262.46 FEET TO THE NORTHERLY LINE OF SAID SECTION 24; THENCE NORTH 89°44'42" EAST ALONG

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LEGAL DESCRIPTION

SAID NORTHERLY LINE 347.14 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1522.47 FEET, A RADIAL OF SAID CURVE TO SAID POINT BEARS SOUTH 43°36'08" EAST, SAID CURVE ALSO BEING THE SOUTHEASTERLY LINE OF THE 165.00 FEET WIDE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY DESCRIBED IN DEED RECORDED IN BOOK 21140, PAGE 141, OF SAID OFFICIAL RECORDS; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'18" A DISTANCE OF 274.27 FEET; THENCE SOUTH 19°34'21" EAST ALONG THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED DECEMBER 27, 1972 AS DOCUMENT NO. 4240, OF SAID OFFICIAL RECORDS 367.89 FEET; THENCE NORTH 70°25'39" EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND 640.20 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTHERLY LINE OF THE NORTH HALF OF SAID SECTION 24; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE WESTERLY LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTHERLY ALONG SAID WESTERLY LINE 2297.49 FEET TO THE SOUTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS SHOWN ON RECORDER'S FILED MAP NO. 18759 ON FILE IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE WESTERLY, SOUTHERLY AND WESTERLY ALONG THE SOUTHERLY, EASTERLY, AND SOUTHERLY LINES OF SAID RIGHT-OF-WAY TO THE EASTERLY LINE OF PARCEL 1 AS SHOWN ON MAP FILED IN BOOK 147, PAGES 36 AND 37, OF PARCEL MAPS IN THE OFFICE OF SAID REGISTRAR-RECORDER; THENCE NORTHERLY AND WESTERLY ALONG THE EASTERLY AND NORTHERLY LINES OF SAID PARCEL MAP FOLLOWING THE SAME IN ALL ITS VARIOUS COURSES AND CURVES TO SAID EASTERLY BOUNDARY OF THE CITY OF SANTA CLARITA; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AS DESCRIBED IN DEED RECORDED IN BOOK 20607 PAGE 205 OF SAID

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LEGAL DESCRIPTION

OFFICIAL RECORDS LYING NORTHERLY OF A LINE WHICH LIES 17.00 FEET NORTHERLY OF, MEASURED RADially AND AT RIGHT ANGLES TO, THE CENTERLINE OF THE RAILROAD TRACKS AS EXISTED ON JULY 6, 1990, BOUNDED ON THE EAST BY SAID EASTERLY LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24 AND BOUNDED ON THE WEST BY THE WESTERLY LINE OF SAID SECTION 24.

EXCEPT FROM THE ABOVE DESCRIBED LAND THOSE PORTIONS DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF THE 165.00 FOOT WIDE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY DESCRIBED IN DEED RECORDED IN BOOK 21140 PAGE 141, OF SAID OFFICIAL RECORDS LYING SOUTHERLY OF A LINE, WHICH LIES 17.00 FEET NORTHERLY OF, MEASURED AT RIGHT ANGLES TO AND RADially TO, AND LYING NORTHERLY OF A LINE WHICH LIES 36.00 FEET SOUTHERLY OF, MEASURED AT RIGHT ANGLES TO AND RADially TO, THE CENTERLINE OF THE RAILROAD TRACKS AS EXISTED ON JULY 6, 1990, BOUNDED ON THE EAST BY THE EASTERLY LINE OF THE LAND DESCRIBED IN DEED RECORDED DECEMBER 27, 1972 AS INSTRUMENT NO. 4240 OF SAID OFFICIAL RECORDS AND BOUNDED ON THE WEST BY SAID WESTERLY LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 24.

91- 038341

COFO CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
10/29/90

PRODUCER

James Econn & Co.
3055 Wilshire Blvd., #800
Los Angeles, CA 90010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Scottsdale Insurance Co.
COMPANY LETTER B	United National Insurance Co.
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

American Beauty Homes, Inc.
First Financial Housing Co., Inc.;
American Beauty Homes, Inc.;
First National Group
26830 Ventura Boulevard
Encino, CA 90210

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CG (L/R)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	GLS372716	10/01/90	10/01/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				BI & PD COMBINED	\$1,000,	\$1,000,
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS						
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
A	EXCESS LIABILITY	UMB052752	10/01/90	10/01/91	BI & PD COMBINED	\$5,000,	\$ 5,000,
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$ (EACH ACCIDENT)		
					\$ (DISEASE-POLICY LIMIT)		
					\$ (DISEASE-EACH EMPLOYEE)		
B	OTHER		BI & PD Combined		5,000	<input type="checkbox"/> 5,000	
	Excess Umbrella	Binder #1006	10/01/90	10/01/91	Excess of 5,000	<input type="checkbox"/> Excess of 5,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

All operations of the namrd insured.

GENERAL OVERHOLDER

City of Santa Clarita Building
and Engineering Services
23920 W. Valencia Blvd., 3rd Floor
Santa Clarita, CA 91355

SALES REPRESENTATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

John A. Herty

MINUTES OF REGULAR MEETING

CITY OF SANTA CLARITA
CITY COUNCIL
6:30 p.m.

November 13, 1990

CALL TO ORDER	The regular meeting of the City Council of the City of Santa Clarita was called to order by Mayor Jo Anne Darcy at 6:30 p.m. in the City Council Chambers, 23920 Valencia Blvd., 1st floor, Santa Clarita, CA.
INVOCATION	The invocation was presented by the Masters College Majesty Group Choir.
FLAG SALUTE	Mayor Pro Tem Carl Boyer led the Pledge of Allegiance to the Flag.
ROLL CALL	All Councilmembers were present. Also present were: City Manager, George Carvalho; Assistant City Manager, Ken Pulskamp; City Attorney, Carl Newton; Finance Director, Andrea Daroca; Director of Community Development, Lynn Harris; Director of Public Works, John Medina; Director of Parks & Recreation, Jeff Kolin; City Clerk, Donna Grindey.

(Above, is the first page, taken directly from City's website for November 13, 1990. On the next page, please see agenda item 4 (Tab Eleven). This will show the approval of 160 equestrian (horse) estate homes.

After extensive analysis, no "open space" zoning was included by the City in this approval. No "Conservation Easement" was sought to limit any development.

Two Sand Canyon residents: Howard "Buck" McKeon and Jan Heidt were on the City Council.

This land is now part of the Sand Canyon Resort (SCR) Proposal.)

ITEM 4
PUBLIC HEARING

ANNEXATION AGREEMENT
ORDINANCE NO. 90-33

Mayor Darcy opened the public hearing. City Clerk, Donna Grindey stated that all notices required by law have been provided, therefore, the public hearing was in order. Director of Community Development, Lynn Harris reported that the applicant, Prime West, Inc., is requesting an Annexation and Development Agreement between the City and the applicant to allow a 12 year time period to complete the build-out of the project located at the Easterly terminus of Oak Springs Rd. The applicant has been required to construct several major improvements in the Oak Springs area prior to construction of any homes.

Addressing the Council in favor of this item was Batta Vujicic, 973 S. Westlake Blvd. #103, Westlake Village, 91361.

-3-

The Mayor closed the public hearing.

It was moved by McKeon and seconded by Boyer to approve the negative declaration with a finding that the proposed project will not have a significant effect on the environment.

On roll call vote:

Ayes: Boyer, Heidt, McKeon, Darcy

Noes: Klajic

Motion carried.

It was moved by McKeon and seconded by Boyer to waive further reading and introduce Ordinance No. 90-33 allowing the City to enter into an annexation and development agreement as amended.

On roll call vote:

Ayes: Boyer, Heidt, Klajic, McKeon, Darcy

Noes: None

Ordinance No. 90-33 passed to a second reading.

(Above, please see actual minutes of the City Council approval of the 160 houses in the "Prime West" Project.

This required an amendment to the "Sand Canyon Special Standards District" and City land use plan to allow 160 one-acre lots instead of 80 two-acre lots.

This land is now downzoned to "golf course Open Space". The proposed Sand Canyon Resort (SCR) Project will make no changes to this site's Open Space zoning. The 34.5-acre change of zone to resort compatible uses will preserve this golf-course Open Space zoning.)

ORDINANCE NO. 90-33

A ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SANTA CLARITA, CALIFORNIA,
ALLOWING THE CITY TO ENTER INTO
ANNEXATION AND DEVELOPMENT AGREEMENT 90-01 FOR ANNEXATION 89-04,
VESTING TENTATIVE TRACT MAP 47803 AND OAK TREE PERMIT 89-049

WHEREAS, the subject parcel consists of 160 acres located south of Oak Springs Canyon Road, adjacent to the Angeles National Forest

WHEREAS, applications for a vesting tentative tract map, and related entitlements have been considered and approved by the Planning Commission of the City of Santa Clarita on April 3, 1990; and

WHEREAS, applications for rezoning and annexation have been considered and approved by the City Council of the City of Santa Clarita on May 22, 1990; and

WHEREAS, determination has been made by the Planning Commission and the City Council that a mitigated Negative Declaration be certified for these applications; and

WHEREAS, the proposed Annexation Agreement does not alter the environmental factors previously considered for these approved applications; and

WHEREAS, the City Council has determined that the existing certified Mitigated Negative Declaration adequately addresses the proposed Annexation Agreement for Annexation 89-04.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Santa Clarita does hereby certify the Mitigated Negative Declaration and approves Annexation Agreement 90-01.

SECTION 1. The project site contains mineral resources (construction aggregate) as determined by the State Geologist pursuant to the provisions of the State Mining and Reclamation Act (SMARA), Section 2760 etseq of the Public Resources Code. While findings for this project are not required per SMARA, the City Council has considered the statewide and regional significance and value of the mineral resources potentially impacted by the approval and construction of this project. Based upon this consideration, the City Council hereby declares that the project will not significantly impact the availability of construction aggregate resource for the following reasons:

- a. The mineral resources present on the project site (a portion of Sector A-12 of the SMARA map for the area) are not currently being mined, nor has mining been proposed, nor is future mining of the resource anticipated.
- b. Existing residential development in the immediate vicinity of the resource area represents a long-term land use which is incompatible with mining operations. Effectively, mining of these resources has been previously precluded by land use decisions and entitlements granted under the jurisdiction of the County of Los Angeles.

- c. The amount of available construction aggregate identified on the project site is less than four percent (4%) of all such resources so designated on the Mineral Resource Zone (MRZ) map for this area. (SMARA Designation Map No. 85-3, Saugus-Newhall-Palmdale, Plate 3.) Additionally, in the context of the identified availability of this resource elsewhere in the Santa Clarita Valley (and the nearby Antelope Valley), this incremental loss of construction aggregate is considered to have no statewide or regional significance and is negligible.

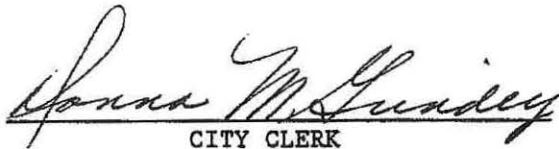
SECTION 2 This ordinance shall become effective 30 days after adoption or recordation of a notice of agreement, whichever occurs last.

SECTION 3 The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED AND ADOPTED this 27th day of November, 1990.


MAYOR

ATTEST:


CITY CLERK

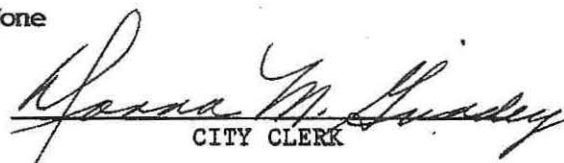
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SANTA CLARITA)

I, Donna M. Grindey, City Clerk of the City of Santa Clarita, do hereby certify that the foregoing Ordinance No. 90-33 was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 13th day of November 1990. That thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 27th day of November, 1990, by the following vote, to wit:

AYES: COUNCILMEMBERS: Boyer, Heidt, Klajic, McKeon, Darcy

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


CITY CLERK

Recording Requested By
and When Recorded Return to:

CITY CLERK
CITY OF SANTA CLARITA
23920 Valencia Boulevard
Suite 300
Santa Clarita, California 91355

**ANNEXATION AND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARITA
AND THE VUJICIC FAMILY TRUST,
THE STAMEGNA FAMILY TRUST AND THE
SCHIAPPA FAMILY TRUST RELATIVE TO THE DEVELOPMENT OF
OAK PARK ESTATES**

**THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO
PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE S65868.5**

ANNEXATION AND DEVELOPMENT AGREEMENT

This Annexation and Development Agreement (the "Agreement") is made this 27th day of November, 1990, by and between the City of Santa Clarita, a municipal corporation, organized and existing under the general laws of the State of California (the "City"), and the Vujicic Family Trust, the Stamegna Family Trust, and the Schiappa Family Trust (collectively, the "Developer").

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 (the "Government Code") to enter into binding agreements with persons or entities having legal or equitable interest in real property for the development of such property in order to establish certainty in the development process. The City further enters into this Agreement pursuant to Part 4 of Chapter 22.16 of the Santa Clarita Municipal Code (the "Santa Clarita Code").

B. The Developer consists of bona fide recorded family trusts in good standing and collectively these family trusts are the owners of or have equitable interest in certain real property located in the County of Los Angeles, California, as shown in Exhibit A to this Agreement, which real property is the subject matter of this Agreement (the "Project Site"). The legal description for the Project Site is set forth in Exhibit B to this Agreement. The Project Site consists of approximately 160 acres and is generally located in an unincorporated area of the County and within the southwest portion of the City's planning area.

C. The Parties desire to enter into this Agreement relating to the Project Site in conformance with the Government Code and the Santa Clarita Code in order to achieve the development of the Project as expressly permitted under the terms of this Agreement and the provision of public services, public uses, and urban infrastructure, all in the promotion of the health, safety, and general welfare of the City of Santa Clarita and the residents of the Santa Clarita Valley.

D. The Developer has applied for the following entitlements (collectively referred to as the "Project Approvals"):

- (1) Vesting Tentative Tract Map No. 47803 (the "Tract Map").
- (2) Oak Tree Permit No. 89-049.
- (3) Zone Change, Prezone No. 89-004.

The development as proposed by the Developer for the Project Site will consist of 140 single family homes and related amenities (the "Project").

E. On April 3, 1990, following the public hearing conducted on March 20, 1990, the Planning Commission of the City adopted its Resolution No. P90-14 approving the Tentative Tract Map and Oak Tree Permit and recommending that the City Council prezone the Project Site to the A-1-1 Zone, and certify

the negative declaration in connection with such actions. On October 2, 1990 1990, the Planning Commission of the City, held a public hearing on the Developer's application for this Agreement.

F. On June 13th, _____, 1990, the City Council of the City adopted its Resolution No. 89-63, initiating annexation proceedings for the Project Site (the "Annexation"). On May 22, 1990, following a public hearing conducted on May 8, 1990, the City Council of the City adopted Ordinance No. 90-11, approving the rezoning of the Project Site to the A-1-1 Zone. On Nov. 13th, _____, 1990, the City Council of the City held a public hearing on the Developer's application for this Agreement and, on Nov. 27th _____, 1990, the City Council of the City adopted Ordinance No. 90-33, approving the Agreement with the Developer.

G. The City desires to obtain the agreement of the Developer for the development of the Project Site in accordance with the provisions of this Agreement and the approved Project.

H. The Developer desires to obtain the agreement of the City that the City will permit the Developer to develop the Project Site in accordance with the "Applicable Rules" (as hereinafter defined), including any modifications permitted by this Agreement. The Developer further desires that it not be required to construct public improvements or make dedications or financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement and the conditions of the Project Approvals.

I. Developer has applied to the City pursuant to the Santa Clarita Code for approval of this Agreement providing for the agreements desired by the Parties to this Agreement. The City Council of the City has given notice of intention to consider this Agreement, has conducted public hearings thereon pursuant to the Government Code and the Santa Clarita Code, and has found that the provisions of this Agreement are consistent with the City's adopted plans and policies and the "Zoning Ordinance" (as hereinafter defined). The City, as a newly incorporated municipal corporation, has not yet adopted a general plan. The City is in the process of preparing, reviewing, and considering a general plan as required by California Government Section 65300, et seq. In rezoning the Project Site and approving the Project, the City Council and the Planning Commission found, pursuant to the provisions of the California Government Code, as follows:

(a) There is a reasonable probability that the Project will be consistent with the City's proposed general plan under study at the present time; and

(b) There is little or no probability of substantial detriment to, or interference with, a future adopted general plan if the Project is ultimately inconsistent with the proposed general plan.

J. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City.

K. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of Santa Clarita and the surrounding region. The City has specifically considered and approved the impact and benefits of this Project upon the regional welfare.

L. This Agreement will bind future City Councils to the terms and obligations specified in this Agreement and limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to preclude development of the Project on the Project Site.

M. A negative declaration has been prepared and certified in conjunction with the consideration of this Agreement in accordance with the applicable statutes, ordinances, and regulations of the State of California and of the City of Santa Clarita.

N. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site, eliminate uncertainty about the validity of exactions imposed by the City, allow installation of necessary improvements, provide for public services appropriate to the development of the Project Site, and generally serve the public interest within the City of Santa Clarita and in the surrounding region.

AGREEMENT

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means the rules, regulations, and official policies of the City in force as of the "Effective Date" (as hereinafter defined), governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project; provided, however, that the term "Applicable Rules" shall include any improvement and construction standards and specifications, including, without limitation, building codes or grading requirements in effect at the time the Developer seeks building permits or grading permits for any part, or all, of the Project Site.

(b) "Discretionary Actions; Discretionary Approval" is an action which requires the exercise of judgment, deliberation, or a decision, and which contemplates and authorizes the imposition of revisions or conditions, by the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(c) "Effective Date" is the date this Agreement is executed by all Parties. In the event this Agreement is executed by the Parties on different dates, the date the last Party to execute this Agreement executes shall constitute the Effective Date.

(d) "Final Map" is the Final Subdivision Map that is recorded following the satisfaction of the conditions imposed upon the approval of the Tract Map.

(e) "Public Improvements" means those public improvements that the Developer agrees to construct and dedicate to the City, or that the City or such other public entity as the City shall lawfully designate, may acquire, construct, equip, install, operate, or maintain, including, by way of example, but not limitation, (i) those improvements, the provision of which are conditions to the Project Approvals, and (ii) the acquisition, dedication, and construction of easements and facilities described in Section 6 of this Agreement.

(f) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted and effective after the Effective Date of this Agreement, governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project Site to the extent specified in paragraph (a) of Section 7 of this Agreement.

(g) "Zoning Ordinance" is the zoning Ordinance for the City of Santa Clarita (Title 22 of the Santa Clarita Municipal Code).

2. **Interest of Developer.** The Developer represents to the City that, as of the Effective Date, it owns the Project Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record, or has an equitable interest in the Project Site.

3. **Binding Effect.** This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Project Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest. This Agreement shall be recorded in accordance with the requirements of the Government Code.

4. **Negation of Agency.** The Parties acknowledge that, in entering into and performing this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

5. **Development of the Property.** The following specific restrictions shall govern the use and development of the Project Site:

(a) **"Permitted Uses"** The Project Site may only be used for the development of no more than 140 detached, single family residences and related amenities.

(b) **"Development Standards"** The permitted uses of the Project Site, the density and intensity of use, the location of uses, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location of public improvements, and other terms and conditions of development applicable to the Project Site shall be (i) those set forth in the Project Approvals, as approved and as may be amended, and (ii) the Applicable Rules.

6. **Agreement and Assurance on the Part of the Developer.** The Parties acknowledge and agree that the development of the Project Site will result in substantial public needs and further acknowledge and agree that this Agreement confers unique benefits on the Developer which can only be balanced by the provision of the extraordinary public benefits. The Parties intend by this Agreement to provide consideration to the public to balance the private benefits conferred on Developer by providing for the satisfaction of certain direct and indirect public needs resulting from or relating to the development of the Project Site, and to provide public assurance that this Agreement is fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City. As further consideration for the Agreement, Developer acknowledges that this consideration is reasonably related to the type and extent of the impacts of the development of the Project Site upon the community, and further acknowledges that this consideration is necessary to address the direct and indirect impacts caused by the development of the Project Site. In consideration of the foregoing, and in consideration of the City's assurances for the Developer's rights to complete the development of the Project Site pursuant to the terms and conditions of this Agreement, Developer hereby agrees as follows:

(a) **Annexation.** The Developer will consent to, and will not protest or contest, the annexation of the Project Site to the City of Santa Clarita.

(b) **Development of the Project Site.** Developer will use reasonable efforts, in accordance with its conditions and other economic factors influencing the Developer's business decision to commence or to continue development, to develop the Project Site in accordance with the terms and conditions of this Agreement, with the conditions established in the Project Approvals and with the Applicable Rules.

The City acknowledges that the Developer cannot at this time predict when, or the rate at which, the Project will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Because the California Supreme Court held in Pardee Construction Company v. City of Camarillo (1984) 37 Cal.3rd.465 that the failure

of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties' intent to avoid the effects of this decision. The City acknowledges and agrees that the Developer shall have the right to develop the Project in such order and at such rate, and at such times as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Applicable Rules and Project Approvals.

In addition to, and not in limitation of, the foregoing, it is the intent of the Developer and the City that no moratorium or other limitations including initiatives (whether relating to the rate, timing, or sequencing of the development of construction of all or any part of the Project whether imposed by ordinance, resolution, or otherwise, and whether enacted by the City Council or any agency of the City or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, certificates of occupancy, or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within the City, or portions of the City, shall apply to the Project to the extent such moratorium or other limitations including initiatives is in conflict with this Agreement.

(c) **School Fees.** Developer covenants and agrees that prior to recordation of any Final Maps on the Project Site, the Developer will pay, or enter into binding agreements with Hart and Sulphur Springs School Districts to pay all school fees adopted by each affected school district and applicable to the development of the Project Site.

(d) **Easements.** Prior to recordation of any Final Map(s) on the Project Site, Developer shall acquire and grant to the City the public street easements and public utility easements set forth in the Tract Map, the terms and conditions therein, and the conditions of the Project Approvals, and the public street easements which would be reasonably necessary to facilitate the construction of the infrastructure items set forth in Paragraph (e) of this Section 6.

(e) **Infrastructure.** Prior to recordation of any Final Map(s) on the Project Site, Developer shall construct, install, complete, or enter into a binding agreement for the installation, construction, and completion of the public improvements set forth in the Project Approvals and the conditions of approval thereto, including, but not limited to:

- o An access road from Soledad Canyon Road through Tract 34466 and through Tract 47803 to the southerly tract boundary of Tract 47803.
- o A protective levee along the south side of the above access road for the length of such road as that road runs generally parallel to the Santa Clara River bed.

- o An undercrossing of the Southern Pacific Transportation Company's railroad right-of-way.
- o A bridge over the Santa Clara River (the "Oak Springs Bridge"). The Developer's obligation to construct the Oak Springs Bridge shall be deemed a contribution in lieu of the payment of the Route 126 Bridge and Major Thoroughfare Construction Fee and the Developer's obligation to pay such fee shall be reduced in an amount equal to the Developer's actual cost in the design and construction of the Oak Springs Bridge and acquisition of necessary right if way and in the event the Developer's costs exceed the Route 126 Bridge and Major Thoroughfare Construction Fee, as determined on the date the final tract map is recorded, then the Developer shall be relieved of the obligation of paying said fee.
- o A protective levee along the south side of the bridge and 100 feet on each side of the bridge alongside the Santa Clara River bed.
- o Sewer mains and "backbone" utility systems across Tract 34466 so as to reach, connect, and service Tract 47803.
- o Pave Oak Springs Canyon Road from Lost Canyon Road to the westerly property line of Tract 47803 subject to the necessary easements being provided by affected homeowners adjacent to Oak Springs Canyon Road.
- o Extending water line main within Oak Springs Canyon Road from Lost Canyon Road to the road terminus a distance of approximately 1-3/4 miles and along White Water Canyon Road, Graceton Road, and Pashley Street, subject to the necessary easements being provided by affected homeowners.

(f) Sewer Fees. Prior to recordation of any Final Map(s) on the Project Site, the Developer shall contribute to the capital improvement fund of the County Sanitation District (the "Sanitary District"), for use in future expansion of the Sanitary District's Sewer Treatment facility, a sum equal to the difference between the sewer connection fees applicable on the Effective Date of this Agreement and any increased sewer connection fees applicable at the time that a building permit is issued for the development of a lot or lots on the Project Site.

(g) Developer shall provide effective tree screening along the southeast property line of the project and developer shall provide detailed disclosure information in the Department of Real Estate Subdivision Report provided to future subdivided property owners (Buyers) to include disclosure of the existence of mining (quarry) activities which may cause negative impacts to adjacent users such as noise, dust, vibration and visual effects connected with heavy machinery and mineral transport equipment.

7. **Agreement and Assurances on the Part of the City.** In order to effectuate the provisions of this Agreement, and as an inducement for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 6 of this Agreement, and in consideration for the Developer doing so, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of this Project Site, subject to the terms and conditions of the Agreement, the conditions of the Project Approvals, and the Applicable Rules. In furtherance of such agreement and assurances, and pursuant to the authority and provisions set forth in the Government Code and the Santa Clarita Code, the City, in entering into this Agreement, hereby agrees and acknowledges that:

(a) **Entitlement to Develop.** The Developer has acquired and been granted the vested right to develop the Project Site to the extent and in the manner provided in this Agreement, subject to the conditions of the Project Approvals and in accordance with the Applicable Rules and Subsequent Applicable Rules, and City hereby finds the Project consistent with the City's adopted plans and policies and the Zoning Ordinance. Any change in the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, Zoning Ordinance, growth management, or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project Site unless the City finds that failure to make such changes would place residents of the City in a condition substantially dangerous to their health or safety. Any Subsequent Applicable Rule can be applied to the Project Site only if the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner, as determined by the Council in its sole discretion.

(b) **Consistency With Applicable Rules.** City finds, based upon all information made available to City prior to or concurrently with the execution of this Agreement, that there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the development of the Project Site in accordance with uses and densities incorporated and agreed to in this Agreement.

(c) **Subsequent Discretionary Actions.** With respect to any Discretionary Action or Discretionary Approval that is required subsequent to the execution of this Agreement, the City agrees that it will not condition or delay any such Discretionary Action or Discretionary Approval which must be issued by the City in order for the development of the Project Site to proceed to construction and occupancy. In addition, no condition shall preclude or otherwise limit the Developer's ability to develop the Project Site in accordance with the density and intensity of use set forth in this Agreement, unless the City determines that the failure to the City to impose such condition would place residents of the City in a

condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner, as determined by the Council in its sole discretion.

(d) **Term of Tentative Map.** Pursuant to California Government Code Section 66452.6(a), the term of the Vesting Tract Map shall be extended for any reasonable period of time, up to and including the scheduled Termination Date of this Agreement as set forth in Section 10 below, upon application by Developer.

(e) **Cooperation and Implementation.** The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate fees, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project Site in accordance with the terms of this Agreement, including, but not limited to, the processing and checking of any and all Project Approvals, agreements, covenants, applications, and related matters required under the conditions of this Agreement, building plans and specifications and any other plans necessary for the development of the Project Site, filed by Developer and the issuance of all necessary building permits, occupancy certificates, or other required permits for the construction, use, and occupancy of the Project Site. Developer will, in a timely manner, provide the City with all documents, plans, and other information necessary for the City to carry out its obligations under this Agreement.

8. Review of Compliance

(a) **Periodic Review.** The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedures and standards set forth in this Agreement and in the Santa Clarita Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) **Special Review.** The City Council of the City may order a special review of compliance with this Agreement at any time. The Community Development Director or the City Council, as determined from time to time by the City Council, shall conduct such special reviews.

(c) **Procedure.** During either a periodic review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The Parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitute grounds for termination or modification of this Agreement in accordance with the provisions of this Agreement. Upon completion of a periodic review or a special review, the Community Development Director shall submit a report to the City Council setting forth the

evidence concerning good faith compliance by the Developer with the terms of this Agreement and recommended finding on that issue. All compliance review shall be conducted pursuant to the provisions of Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code.

If, on the basis of her review of this Agreement, the Community Development Director concludes that the Developer has not complied in good faith with the terms of this Agreement, then the Community Development Director may issue a written "Notice of Non-compliance" specifying the grounds therefore and all facts demonstrating such Non-compliance. The Developer's failure to cure the alleged Non-compliance for a period of thirty (30) days after receipt of said notice, shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. If the nature of the alleged Non-compliance is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and a diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the City may pursue any remedy available under this Agreement.

(d) **Proceedings Upon Modification or Termination.** If the City determines to proceed with modification or termination of this Agreement after completing the reviews specified in Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code, the City shall give written notice to the Developer of its intention to modify or terminate this Agreement. Notice shall be given at least sixty (60) calendar days before the scheduled hearing and shall contain such information as may be reasonably necessary to inform the Developer of the nature of the proceeding. At the time and place set for the hearing on modification or termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Developer. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such agreements as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final and subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

9. Modification, Amendment, or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code and the applicable provisions of the Santa Clarita Code, this Agreement may be modified or amended from time to time by mutual consent of the parties with its successors in interest in accordance with the provisions of Section 65868 of the Government Code and the Santa Clarita Code.

10. **Term of Agreement.** This Agreement shall become operative upon the annexation of the Project Site to the City; provided, however, the Project Site is annexed to the City prior to September 1, 1991, or as otherwise mutually agreed to by the Parties hereto. If the Project Site is not annexed prior to the time specified herein, this Agreement shall be null and void. This Agreement shall commence upon the Effective Date and shall remain in effect for a term of twelve (12) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement, or by mutual consent of the Parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right arising from City approvals on the Project Site prior to, concurrently with, or subsequent to the Effective Date of this Agreement; and provided further, that such termination shall not automatically affect any right the City may have by reason of the Developer's covenants to dedicate land or provide public improvements in conjunction with any portion of the Project Site which is under construction at the time of the termination.

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, the discovery and resolution of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Project Site, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal statutes or regulations, judicial decisions, or any similar basis for excuse performance which is not within the reasonable control of the Party to be excused. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

11. **Remedies for Default.** It is acknowledged by the Parties that the City would not have entered into this Agreement if it were to have unlimited liability and damages under this Agreement, or with respect to this Agreement, or the application thereof. The Parties agree and recognize that, as a practical matter, it will not be possible physically, financially, and as a matter of land use planning, to restore the Project Site to its prior state once the construction is commenced. Moreover, Developer has invested a considerable amount of time and financial resources in planning to arrive at the time, location, and intensity of use, improvements, and structure for the development of the Project Site. For these reasons, the Parties agree that it will not be possible to determine an amount of monetary damages which would adequately compensate the Developer for this work. Therefore, the Parties agree that monetary damages will not be an adequate remedy for Developer if the City fails to carry out its obligations under this Agreement. The Parties further agree that the Developer's remedies under this Agreement shall be limited to the right to specifically enforce the terms of this Agreement.

The City's remedies under this Agreement shall also be limited to the right to specifically enforce the terms of this Agreement. In addition to specific performance, if the Developer fails to make any payment or complete

any other act or performance specified in this Agreement, the Developer shall have no further right or entitlement to any building permit or certificate of occupancy for any portion of the Project Site until the default has been cured as provided in this Agreement. The Parties recognize that this section may result in the limitation or cessation of the rights otherwise conferred by this Agreement upon the Developer, including any of the Developer's successors, assigns, transferees, or other persons or entities acquiring title to or who are interested in the Project, or any portion thereof.

12. **Assignment.** The rights of the Developer under this Agreement may be transferred or assigned in whole or in part by the Developer only upon prior written approval of the City which shall not be unreasonably withheld or delayed. Express assumption of any of the Developer's obligations under this Agreement by any such assignee shall relieve the Developer from such obligation.

13. **Notices.** All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to City:

City of Santa Clarita
23920 Valencia Boulevard
Suite 300
Santa Clarita, CA 91355
Attention: City Manager

With a copy to:

Carl K. Newton, City Attorney
C/o Burke, Williams & Sorensen
624 South Grand Avenue,
11th Floor
Los Angeles, California 90017

If to Developer:

The Vujicic Family Trust
973 S. Westlake Blvd.
Suite 103
Westlake Village, California 91361

The Stamegna Family Trust
15342 Hawthorne Blvd.
Lawndale, California 90260

The Schiappa Family Trust
220 S. Pacific Coast Highway
Suite 112
Redondo Beach, California 90277

Sikand Engineering
15230 Burbank Blvd.
Van Nuys, California 91411
Attention: Ron Horn

With a copy to:

Steve Anderson
800 W. 1st Street
Suite 200
Los Angeles, CA 90012

14. **Severability and Termination.** If any provision of this Agreement should be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agreement shall not be affected to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

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

16. **Amendment or Cancellation.** Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be amended from time to time, or cancelled in whole or in part, by mutual consent of the Parties or their successors in interest in accordance with the provisions of Section 65868 of the Government Code; provided, however, that any amendment which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent Discretionary Actions, or any conditions or covenants relating to the use of the Project Site, shall not require notice or public hearing before the Parties may execute an amendment hereto.

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

18. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and subsequent owner of all or any portion of the Project Site and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the Government Code.

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

20. **Constructive Notice and Acceptance.** Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

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

22. **Attorney's Fees.** If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance for the breach hereof, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs.

23. **Counterparts.** This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

24. **Incorporation of Attachments.** All attachments to this Agreement, including Exhibits A and B, and all subparts thereto, are incorporated herein by this reference.

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

CITY OF SANTA CLARITA

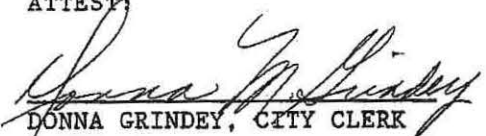
Dated: November 27th, 1990

BY


Mayor

[ATTACH INDIVIDUAL ACKNOWLEDGMENTS FOR FEE OWNERS]

ATTEST

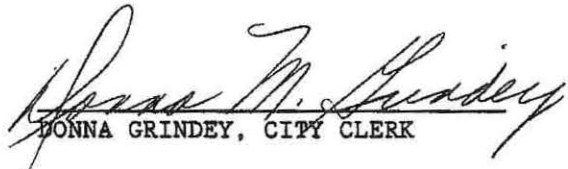

DONNA GRINDEY, CITY CLERK

I HEREBY CERTIFY that the foregoing was duly adopted by the City Council of the City of Santa Clarita, at a regular meeting thereof, held on the 27th day of November, 1990, by the following vote of the Council:

AYES: COUNCILMEMBERS: **Boyer, Heidt, Klajic, McKeon, Darcy**

NOES: COUNCILMEMBERS: **None**

ABSENT: COUNCILMEMBERS: **None**


DONNA GRINDEY, CITY CLERK

[ATTACH EXHIBITS A AND B]

FLF/165

MINUTES OF REGULAR MEETING

CITY OF SANTA CLARITA
CITY COUNCIL

6:30 p.m.

MARCH 24, 1992

EXECUTIVE MEETING	<p>Mayor Klajic called the executive session to order at 6:30 p.m.</p> <p>This time has been set aside for Councilmembers to review the agenda and obtain any further information that may be needed. No action will be taken prior to 7:30 p.m. This session is open to the public.</p>
CITY CLERK ANNOUNCEMENT	<p>City Clerk, Donna Grindey announced that anyone wishing to address an item on the agenda should fill out a speaker's slip and submit it to the City Clerk before the item is discussed.</p>
PUBLIC PARTICIPATION	<p>Addressing the Council with matters of public concern were: Lee Schramling, 19851 W. Sandpiper Place, Santa Clarita; Ray Phillips, 28316 Oak Spring Canyon Road, Santa Clarita; Dean Sword, 28304 Oak Spring Canyon Road, Santa Clarita; David Deck, 27862 Oak Spring Canyon Road, Santa Clarita; Marybelle Knight, 23431 Maple, Newhall, 91322; Roland A. Childs, 9601 Wilshire Blvd. 4th Floor, Beverly Hills, 90210; Joe Schulman, 16050 Comet Way, Santa Clarita, 91351; Jeffrey Price, 16075 Comet Way, Santa Clarita, 91351; Frank Gibbs, 16072 Comet Way, Santa Clarita, 91351; Gary Chiurazzi, 16047 Comet Way, Santa Clarita, 91351; Steve Bisfora, 16044 Comet Way, Santa Clarita, 91351; Shari Gibbs, 16072 Comet Way, Santa Clarita, 91351; Dwight Weir, 16060 Comet Way, Santa Clarita, 91351.</p>
CALL TO ORDER	<p>The regular meeting of the City Council of Santa Clarita was called to order by Mayor Jill Klajic at 7:38 p.m. in the City Council Chambers, 23920 Valencia Blvd., 1st floor, Santa Clarita, CA.</p>
INVOCATION	<p>Councilmember Boyer began the Council Meeting with a moment of silent meditation.</p>
FLAG SALUTE	<p>Councilmember Boyer led the Pledge of Allegiance to the flag.</p>
ROLL CALL	<p>All Councilmembers were present. Also present were: City Manager, George Carvalho; Assistant City Manager, Ken Pulskamp; City Attorney, Carl Newton; Director of Community Development, Lynn Harris; Acting Director of Public Works, Jeff Kolin; Acting Director of Parks and Recreation, Cecilia Burda; City Clerk, Donna Grindey.</p>

(This is an exact copy of the Santa Clarita City meeting (initial page), where 70 houses were approved.)

ITEM 2
PUBLIC HEARING
ORDINANCE 92-7 SAND
CANYON ESTATES LTD
(STAN FARGEON,
GENERAL PARTNER),
CLEM & PAULA COX,
EDITH PALMER & MARY
DAPAS, TRUSTEE

Mayor Klajic opened the public hearing. City Clerk, Donna Grindey stated that all notices required by law have been provided, therefore, the public hearing was in order.

Director of Community Development, Lynn Harris exhibited a slide presentation and reported that the applicant is requesting to enter into a formal agreement to allow for a seven year build out for the approved Vesting Tract Map 47324, Conditional Use Permit 89-007, Prezone 89-003, and Oak Tree Permit 89-046. The approved project consists of 70 single family homes on 137 vacant acres. On January 28th Council adopted Resolution 92-24 which established policies, provisions and criteria for Development Agreements.

Addressing the Council in favor of this item were: Stan Fargeon, 18988 Soledad Canyon Road, Santa Clarita; Lee Schramling, 19851 W. Sandpiper Place, Santa Clarita, 91321; Dorothy Riley, 21224 Placerita Canyon Road, Newhall, 91321.

Mayor Klajic closed the public hearing.

Following discussion regarding amending the agreement with the condition that any oak tree replacements be made with native species, length of the development agreement, amount of the development agreement fee, and after reading the title of Ordinance No. 92-7, it was moved by McKeon and seconded by Boyer to approve the Negative Declaration and approve Development Agreement 91-008 subject to language revisions made by the City Attorney, with the amendment of using native species of oak trees for any necessary replacements, waive further reading on Ordinance No. 92-7 and pass to second reading.

On roll call vote:

Ayes: Boyer, Darcy, McKeon, Klajic

Noes: None

Abstain: Heidt

Ordinance No. 92-7 passed to second reading.

It was moved by Boyer and seconded by McKeon to schedule an adjourned meeting on April 2, 1992 at 5:00 p.m. to discuss the development agreement revisions.

Hearing no objections, it was so ordered.

(These are the actual minutes of the City of Santa Clarita meeting where 70 houses were approved. This land is now part of the "Sand Canyon Country Resort" (SCR) Proposal.

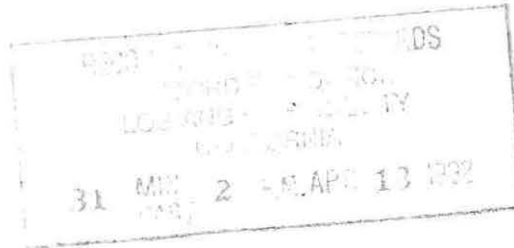
No land was proposed to have all development prevented, via the "Purchase and Conservation Easement" mechanism. No land was proposed to be zoned "Open Space".

88% of the "golf course Open Space" will remain as it is, if the "SCR" proposal is approved.)

92- 647946

Recording Requested by
and When Recorded Return to:

CITY CLERK
CITY OF SANTA CLARITA
23920 Valencia Boulevard
Suite 300
Santa Clarita, California 91355



DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARITA
AND SAND CANYON ESTATES LTD.,
A CALIFORNIA LIMITED PARTNERSHIP,
CLEM AND PAULA COX, EDITH PALMER,
AND MARY DAPAS, TRUSTEE

FEE \$ 185.00 D

61

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS
OF EXECUTION BY ALL PARTIES HERETO
PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE 65868.5

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made this 24th day of September, 1992, by and between the City of Santa Clarita, a municipal corporation, organized and existing under the general laws of the State of California (the "City"), and Sand Canyon Estates Ltd., a California Limited Partnership, Clem and Paula Cox, Edith Palmer and Mary Dapas, Trustee (collectively, the "Developer").

RECITALS

A. The City is authorized pursuant to Government Code Sections 65864 through 65869.5 (the "Government Code") to enter into binding agreements with persons or entities having legal or equitable interest in real property for the development of such property in order to establish certainty in the development process. The City further enters into this Agreement pursuant to Part 4 of Chapter 22.16 of the Santa Clarita Municipal Code (the "Santa Clarita Code").

B. The Developer consists of a bonafide recorded California Ltd. Partnership in good standing and collectively the above mentioned are the owners of certain real property located in the County of Los Angeles, California, as shown in Exhibit A and incorporated herein to this Agreement, which real property is the subject matter of this Agreement (the "Project Site"). The legal description for the Project Site is set forth and incorporated herein as Exhibit B to this Agreement. The Project Site consists

of approximately 137.23 acres and is generally located within the Southeast portion of the City.

C. The Parties desire to enter into this Agreement relating to the Project Site in conformance with the Government Code and the Santa Clarita Code in order to achieve the development of land uses expressly permitted under the terms of this Agreement and the provision of public services, public uses, and urban infrastructure, all in the promotion of the health, safety, and general welfare of the City of Santa Clarita and the residents of the Santa Clarita Valley.

D. The Developer has applied for the following entitlements (collectively to as the "Project Approvals"):

- (1) Vesting Tentative Tract Map No. 47324 (the "Tract Map").
- (2) Oak Tree Permit No. 89-046.
- (3) Conditional Use Permit 89-007.
- (4) Pre Zone No. 89-003.

The development as proposed by the Developer for the Project Site will consist of 70 single family homes and related amenities (the "Project").

E. On April 24, 1990, following several public hearings, the Planning Commission of the City adopted its Resolution No. P90-05 approving the Tract Map and Oak Tree Permit and recommending that the City Council prezone the Project Site to the A-1-2 and A-1-1 Zone, and certify the negative declaration in connection with such actions. On March 17, 1992, the Planning Commis-

sion of the City held a public hearing on the Developer's application for this Agreement.

F. On December 12, 1989, the City Council of the City adopted its Resolution No. 89-152, initiating annexation proceedings for the Project Site (the "Annexation"). On April 24, 1990, following several public hearings, the City Council of the City adopted Ordinance No. 89-003 approving the rezoning of the project Site to the A-1-1 and A-1-2 Zones. On March 24, 1992, the City Council of the City held a public hearing on the Developer's application for this Agreement and on April 2, 1992, the City Council of the City adopted Ordinance No. _____, approving the Agreement with the Developer.

G. The City desires to obtain the binding agreement of the Developer for the development of the Project Site in accordance with the provisions of this Agreement and the approved Project.

H. The Developer desires to obtain the binding agreement of the City so that the City will permit the Developer to develop the Project Site in accordance with the "Applicable Rules" (as hereinafter defined), including any modification permitted by this Agreement. The Developer further desires that it not be required to construct public improvements or make dedications or financial contributions to the City in lieu of public improvements, except as expressly set forth in this Agreement and the conditions of the Project Approvals.

I. Developer has applied to the City pursuant to the Santa Clarita Code for approval of this Agreement providing for the

binding agreements desired by the Parties to this Agreement. The City Council of the City has given notice of intention to consider this Agreement, has conducted public hearings thereon pursuant to the Government Code. This Agreement is consistent with the City's adopted plans and policies and the "Zoning Ordinance" (as hereinafter defined). The City has recently adopted a General Plan required by California Government Code Section 65300, et seq. The previous approval of the Project occurred prior to adoption of the General Plan and the City Council and the Planning Commission found pursuant to the provisions of the California Government Code, as follows:

(a) There is a reasonable probability that the Project will be consistent with the City's proposed general plan.

(b) There is little or no probability of substantial detriment to, or interference with, a future adopted general plan if the Project is ultimately inconsistent with the proposed general plan.

J. The terms and conditions of this Agreement have been found by the City to be fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City. Since the adoption of the General Plan, it has been determined that findings (a) and (b) above, hold true.

K. This Agreement is consistent with the present public health, safety, and welfare needs of the residents of the City of Santa Clarita and the surrounding region. The City has specifi-

cally considered and approved the impact and benefits of this Project upon the regional welfare.

L. This Agreement will bind future City Councils to the terms and obligations specified in this Agreement and limit, to the degree specified in this Agreement and under State law, the future exercise of the City's ability to preclude development of the Project on the Project Site.

M. A negative declaration has been prepared and certified in conjunction with the consideration of this Agreement in accordance with the applicable statutes, ordinances, and regulations of the State of California and of the City of Santa Clarita.

N. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Project Site, eliminate uncertainty about the validity of exactions imposed by the City, allow installation of necessary improvements, provide for public services appropriate to the development of the Project Site, and generally serve the public interest within the City of Santa Clarita and in the surrounding region.

AGREEMENT

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Agreement, the City and the Developer agree as follows:

1. Definitions. In this Agreement, unless the context otherwise requires:

(a) "Applicable Rules" means the rules, regulations, and official policies of the City in force as of the "Effec-

tive Date" (as hereinafter defined) governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project; provided, however, that the term "Applicable Rules" shall include any improvement and construction standards and specifications, including, without limitation, building codes or grading requirements in effect at the time the Developer seeks building permits or grading permits for any part or all, of the Project Site.

(b) "Consumer Price Index" or "CPI" is the Consumer Price Index (All Items) prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area relating to all urban consumers (1967=100).

(c) "Discretionary Action; Discretionary Approval" is an action which requires the exercise of judgment, deliberation, or a decision, and which contemplates and authorizes the imposition of revisions or conditions, by the City, including any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval.

(d) "Effective Date" is the date this Agreement is executed by all Parties. In the event this Agreement is

executed by the Parties on different dates, the date the last Party to execute this Agreement shall constitute the Effective Date.

(e) "Final Map" is the Final Subdivision Map that is recorded following the satisfaction of the conditions imposed upon the approval of the Project.

(f) "Public Improvements" means those public improvements that the Developer agrees to construct and dedicate to the City, or that the City or such other public entity as the City shall lawfully designate, may acquire, construct, equip, install, operate, or maintain, including, by way of example, but not limitation, (i) those improvements, the provision of which are conditions to the Project Approvals, and (ii) the acquisition, dedication, and construction of easements and facilities described in Section 6 of this Agreement.

(g) "Subsequent Applicable Rules" means the rules, regulations, and official policies of the City, as they may be adopted and effective after the Effective Date of this Agreement, governing development, density, permitted uses, growth management, environmental consideration, and design criteria applicable to the Project Site. The Parties intend the development of the Project Site to be subject to Subsequent Applicable Rules only to the extent specified in paragraph (a) of section 7 of this Agreement. In addition, any Subsequent Applicable Rule can be applied to the Project

Site if the City determines that the failure to apply a Subsequent Applicable Rule will place residents of the City in a condition subsequently dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner, as determined by the Council in its sole discretion.

(h) "Zoning Ordinance" is the Zoning Ordinance for the City of Santa Clarita (Title 22 of the Santa Clarita Municipal Code).

2. Interest of Developer. The Developer represents to the City that, as of the Effective Date, it owns the Project Site in fee, subject to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

3. Binding Effect. This Agreement, and all of the terms and conditions of this Agreement, shall run with the land comprising the Project Site and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, or other successors in interest.

4. Negation of Agency. The Parties acknowledge that, in entering into and performing this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein shall be construed as making the City and Developer joint venturers or partners.

5. Development of the Property. The following specific restrictions shall govern the use and development of the Project Site:

(a) "Permitted Uses." The Project Site may only be used for the development of no more than 70 detached, single family residences and related amenities.

(b) "Development Standards." All design and development standards applicable to the development of the Project Site shall be in accordance with the Applicable Rules, including, by way of example, but not limitation, the Zoning Ordinance and the conditions of the Project Approvals. In the event a conflict arises in the application of any of the Applicable Rules, the most restrictive standard shall control, unless the City Council, in the exercise of its sole discretion, determines otherwise.

6. Agreement and Assurance on the Part of the Developer.

The parties acknowledge and agree that the development of the Project Site will result in substantial public needs and further acknowledge and agree that this Agreement confers unique benefits on the Developer which can only be balanced by the provision of extraordinary public benefits. The Parties intend by this Agreement to provide consideration to the public to balance the private benefits conferred on Developer by providing for the satisfaction of certain direct and indirect public needs resulting from or relating to the development of the Project Site, and to provide public assurance that this Agreement is fair, just, and reasonable, and prompted by the necessities of the situation so as to provide extraordinary benefits to the City. Developer acknowledges that this consideration is reasonably related to the

type and extent of the impacts of the development of the Project Site upon community, and further acknowledges that this consideration is necessary to address the direct and indirect impacts caused by the development of the Project Site. In consideration of the foregoing, and in consideration of the City's assurance for the Developer's rights to complete the development of the Project Site pursuant to the terms and conditions of this Agreement, Developer hereby agrees as follows:

(a) Development of the Project Site.

Developer will use reasonable efforts, in accordance with its business judgment, taking into consideration market conditions and other economic factors influencing the Developer's business decision, to commence or to continue development, to develop the Project Site in accordance with the terms and conditions of this Agreement with the conditions established in the approval of the Project Approvals and with the Applicable Rules.

(b) The City acknowledges that the Developer can not at this time predict when, or the rate at which, the Project will be developed. Such decisions depend upon numerous factors which are not within the control of the Developer, such as market orientation and demand, interest rates, absorption, completion, and other similar factors. Because the California Supreme Court held in Pardee Construction Company v. City of Camarillo (1984) 37 Cal. 3rd. 465 that the failure of the parties therein to provide for the timing

of development resulted in a later adopted initiative restricting the timing of development to prevail over such Parties' agreement, it is the Parties intent to avoid the effects of this decision. The City acknowledges and agrees the Developer shall have the right to develop the Project in such order and at such rate, and at such time as the Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Applicable Rules and Project Approvals.

In addition to, and not in limitation of, the foregoing, it is the intent of the Developer and the City that no moratorium (whether relating to the rate, timing, or sequencing of the development or construction of all or any part of the Project, whether imposed by ordinance, resolution, or otherwise, and whether enacted by the City Council or any agency of the City) affecting parcel or subdivision maps (whether tentative, vesting tentative, or final), building permits, certificates of occupancy, or other entitlements to use or service (including, without limitation, water and sewer) approved, issued, or granted within the City, or portions of the City, shall apply to the Project to the extent such moratorium is in conflict with this Agreement.

(c) School Fees. Developer warrants that Agreements for payments of school fees with Wm. S. Hart Union High

School District and Sulphur Springs Union School District have been executed on 1/8/90 and 12/13/89, respectively.

(d) Easements. Prior to recordation of a Final Map on the Project Site, Developer shall acquire and grant to the City public utility easements set forth in the Tract Map, the terms and conditions therein, and the conditions of the Project Approval, and the public street easements and public utility easements which would be reasonably necessary to facilitate the construction of the infrastructure items set forth in Paragraph (e) of this Section 6.

(e) Infrastructure. A payment of \$500,000 to be made by the Developer for public improvements in the vicinity of Tract Map 47324. This benefit will be provided by the Developer to be used at the discretion of the City for what ever benefit it sees fit, and will be paid prior to, or at the time of, the Final Tract Map Recordation. This amount shall be adjusted annually for inflation as indicated by the Consumer Price Index (C.P.I.) commencing from April 1990. This amount shall be multiplied by the increase in the C.P.I. for each subsequent year after 1990 until the fee is paid.

Prior to recordation of any Final Map on the Project Site, Developer shall construct, install, complete or provide sufficient construction bonding for the installation, construction, and completion of the public improvements or proportional share thereof, as set forth in the

Project Approvals and the conditions of approval thereto, including but not limited to:

- (1) Traffic signalization and associated roadway improvements at Soleded Canyon Road and Southbound Route 14 access ramps.
- (2) Widening of Soleded Canyon Road from Sand Canyon Road to the previous easterly city limits.
- (3) Widening of Sand Canyon Road to include a left turn lane at the junction with Live Oak Springs Road.
- (4) Left turn signalization modes on Soleded Canyon Road at the Sand Canyon intersection.

(f) Sewer Fees. Prior to recordation of a Final Map on the Project Site, the Developer shall contribute to the capital improvement fund of the County Sanitation District (the "Sanitary District"), for use in future expansion of the Sanitary District's Sewer Treatment Facility, a sum equal to the difference between the sewer connection fees applicable on the Effective Date of this Agreement and any increased sewer connection fees applicable at the time that a building permit is issued for the development of a lot of lots on the Project Site.

(g) Within eight (8) months of the recordation date of this Agreement, the Developer shall have recorded the Final Vesting Tract Map. Notwithstanding any other provision on this Agreement, including provisions regarding modification,

revocation, amendment, extension, or default, if the Developer has not recorded the Final Vesting Map within eight (8) months of the recordation date of this Agreement, this Agreement shall be automatically null and void.

(h) Concurrent with the issuance of building permits on a lot-by-lot basis, the Developer shall pay the Bridge and Thoroughfare fees at the rate which has been established by the City Council as of the time of building permit application.

(i) All replacement oak trees as identified by Vesting Tentative Tract Map 47324 and Oak Tree Permit 89-046 shall be of the same species as those removed.

(j) All oak trees located on the Project Site shall be monitored by the Developer's oak tree consultant for the entire term of this Agreement. Said monitoring shall include, at a minimum, an annual report by the Developer's oak tree consultant and submitted to the City for review and approval by the City's oak tree consultant.

7. Agreement and Assurance on the part of the City. In order to effectuate the provisions of the Agreement, and as an inducement for the Developer to obligate itself to carry out the covenants and conditions set forth in the preceding Section 6 of this Agreement, and in consideration for the Developer doing so, the City hereby agrees and assures Developer that Developer will be permitted to carry out and complete the development of the Project Site subject to the terms and conditions of this Agree-

ment, the conditions of the Project Approvals, and the Applicable Rules. In furtherance of such agreement and assurances, and pursuant to the authority and provisions set forth in the Government Code and the Santa Clarita Code, the City, in entering into this Agreement, hereby agrees and acknowledges that:

(a) Entitlement to Develop. The Developer has acquired and been granted the vested right to develop the Project Site to the extent and in the manner provided in this Agreement, subject to the conditions of the Project Approval and in accordance with the Applicable Rules and Subsequent Applicable Rules, the City hereby finds the Project consistent with the City's adopted plans and policies and the Zoning Ordinance. Any change in the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, Zoning Ordinance, growth management, or any subdivision regulation of the City, adopted or becoming effective after the Effective Date, shall not be applied by the City to the Project Site unless the City finds that failure to make such changes would place residents of the City in a condition dangerous to their health or safety. Any Subsequent Applicable Rule can be applied to the Project Site only if the City determines that the failure of the City to apply Subsequent Applicable Rules will place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reason-

able manner, as determined by the Council in its sole discretion.

(b) Consistency with Applicable Rules. City finds, based upon all information made available to City prior to or concurrently with the execution of this Agreement, that there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the development of the Project Site in accordance with uses and densities incorporated and agreed to in this Agreement.

(c) Subsequent Discretionary Action. With respect to any discretionary action or discretionary approval that is required subsequent to the execution of this Agreement, the City agrees that it will not unreasonably withhold from Developer or unreasonably condition or delay any such discretionary action or discretionary approval which must be issued by the City in order for the development of the Project Site to proceed to construction and occupancy. In addition, no condition shall preclude or otherwise limit the Developer's ability, to develop the Project Site in accordance with the density and intensity of use set forth in this Agreement, unless the City determines that the failure of the City to impose such condition would place residents of the City in a condition substantially dangerous to their health or safety, which condition cannot otherwise be mitigated in a reasonable manner as determined by the Council in its sole discretion.

(d) Term of Tentative Map. Pursuant to California Government Code Section 66452.6(a) the term of the Vesting Tentative Tract Map shall be extended for any reasonable period of time, up to and including the scheduled Termination Date of this Agreement as set forth in Section 10 below, upon application by Developer.

(e) Cooperation and Implementation. The City agrees that it will cooperate with Developer to the fullest extent reasonable and feasible to implement this Agreement. Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate fees, the City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and the development of the Project Site in accordance with the terms of this Agreement, including, but not limited to, the processing and checking of any and all Project approvals, agreements, covenants, applications, and related matters required under the conditions of this Agreement, building plans and specifications and any other plans necessary for the development of the Property filed by Developer and the issuance of all necessary building permits, occupancy certificates, or other required permits for the construction, use, and occupancy of the Project Site. Developer will, in a timely manner, provide the City with all documents, plans and other information necessary for the City to carry out his obligations under this Agreement.

8. Review of Compliance.

(a) Periodic Review. The City shall review this Agreement annually, on or before the anniversary of the Effective Date, in accordance with the procedures and standards set forth in this Agreement and in the Santa Clarita Code in order to ascertain compliance by the Developer with the terms of this Agreement.

(b) Special Review. The City Council of the City may order a special review of compliance with this Agreement at any time. The Community Development Director or the City Council, as determined from time to time by the City Council, shall conduct such special reviews.

(e) Procedure. During either a periodic review or a special review, the Developer shall be required to demonstrate good faith compliance with the terms of this Agreement. The burden of proof on this issue shall be on the Developer. The parties acknowledge that failure by the Developer to demonstrate good faith compliance shall constitute grounds for termination or modification of this Agreement in accordance with the provisions of this Agreement. Upon completion of a periodic review or a special review, the Community Development Director shall submit a report to the City Council setting forth the evidence concerning good faith compliance by the Developer with the terms of this Agreement and the recommended finding on that issue. all compliance review shall be conducted pursuant to the provi-

sions of Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code.

If, on the basis of her review of this Agreement, the Community Development Director concludes that the Developer has not complied in good faith with the terms of this Agreement, then the Community Development may issue a written "Notice of Non-compliance" specifying the grounds therefor and all facts demonstrating such Non-compliance. The Developer's failure to cure the alleged Non-compliance for a period of thirty (30) days after receipt of said notice, shall constitute a default under this Agreement, subject to extensions of time by mutual consent in writing. If the nature of the alleged non-compliance is such that it cannot reasonably be cured within such thirty (30) day period, the commencement of the cure within such time period and a diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the thirty (30) day period without cure, the City may pursue any remedy available under this Agreement.

(d) Proceedings Upon Modification or Termination. If the City determines to proceed with modification or termination of this Agreement after completing the reviews specified in Sections 22.16.460, 22.16.470, and 22.16.480 of the Santa Clarita Code, the City shall give written notice to the Developer of its intention to modify or terminate this

Agreement. Notice shall be given at least sixty (60) calendar days before the scheduled hearing and shall contain such information as may be reasonably necessary to inform the Developer of the nature of the proceeding. At the time and place set for the hearing on modification or termination, the Developer shall be given an opportunity to be heard. The Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Developer. If the City Council finds, based upon substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such agreements as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final and subject to judicial review pursuant to Code of Civil Procedure Section 1094.5.

9. Modification, Amendment, or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code and the applicable provisions of the Santa Clarita Code, this Agreement may be modified or amended from time to time by mutual consent of the parties with its successors in interest in accordance with the provisions of Section 65868 of the Government Code and the Santa Clarita Code.

10. Term of Agreement. This Agreement shall become operative upon agreement by all parties or as otherwise mutually agreed to by the parties hereto. This Agreement shall commence upon the Effective Date and shall remain in effect for a term of seven (7) years, unless said term is terminated, modified, or extended by circumstances set forth in this Agreement, or by mutual consent of the parties hereto. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect; provided, such termination shall not automatically affect any right arising from City approvals on the Project Site prior to, concurrently with, or subsequent to the Effective Date of this Agreement; and provided further, that such termination shall not automatically affect any right the City may have by reason of the Developer's covenants to dedicate land or provide public improvements in conjunction with any portion of the Project Site which is under construction at the time of the termination.

11. Remedies For Default. It is acknowledged by the Parties that the City would not have entered into this Agreement if it were to have unlimited liability and damages under this Agreement, or with respect to this Agreement, or the application thereof. The Parties agree and recognize that, as a practical matter, it will not be possible physically, financially, and as a matter of land use planning, to restore the Project Site to its prior site once the construction is commenced. Moreover, Developer has invested a considerable amount of time and financial

resources in planning to arrive at the time, location, and intensity of use, improvements, and structure for the development of the Project Site. For these reasons, the Parties agree that it will not be possible to determine an amount of monetary damages which would adequately compensate the Developer for this work. Therefore, the Parties agree that monetary damages will not be an adequate remedy for Developer if the City fails to carry out its obligations under this Agreement. The Parties further agree that the Developer's remedies under this Agreement shall be limited to the right to specifically enforce the terms of this Agreement.

The City's remedies under this Agreement shall also be limited to the right to specifically enforce the terms of this Agreement. In addition to specific performance, if the Developer fails to make any payment or complete any other act or performance specified in this Agreement, the Developer shall have no further right or entitlement to any building permit or certificate of occupancy for any portion of the Project Site until the default has been cured as provided in this Agreement. The Parties recognize that this section may result in the limitation of cessation of the rights otherwise conferred by this Agreement upon the Developer, including any of the Developer's successors, assigns, transferees, or other persons or entities acquiring title to or are interested in the Project, or any portion thereof.

12. Assignment. The rights of the Developer under this Agreement may be transferred or assigned in whole or in part by the Developer only upon prior written approval of the City which shall not be unreasonably withheld or delayed. Express assumption of any of the Developer's obligations under this Agreement by any such assignee shall relieve the Developer from such obligation.

13. Notices. All notices under this Agreement shall be in writing and shall be effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the parties at the addresses indicated below:

If to City: City of Santa Clarita
23920 Valencia Boulevard
Suite 300
Santa Clarita, CA 91355
Attention: City Manager

With a copy to: Carl K. Newton, City Attorney
c/o Burke, Williams & Sorensen
624 South Grand Avenue
11th Floor
Los Angeles, CA 90017

If to Developer: Sand Canyon Estates Ltd.
18988 Soledad Canyon Road
Santa Clarita, CA 91351

14. Severability and Termination. If any provision of this Agreement should be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any law which becomes effective after the Effective Date, the remainder of this Agree-

ment shall not be affected to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

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

16. Amendment or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Agreement may be amended from time to time, or cancelled in whole or in part, by mutual consent of the parties or their successors in interest in accordance with the provisions of Section 65868 of the Government Code; provided, however, that any amendment which does not relate to the term, permitted uses, density or intensity of use, height or size of buildings, provisions for reservation and dedication of land, conditions, terms, restrictions and requirements relating to subsequent discretionary actions, or any conditions or covenants relating to the use of the Project Site, shall not require notice or public hearing before the parties may execute an amendment hereto.

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

18. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and subsequent owner of all or any portion of the Project Site and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in Sections 65868.5 of the Government Code.

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

20. Constructive Notice and Acceptance. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

21. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall

have any right of action based upon any provision of this Agreement.

22. Attorney's Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance for the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

23. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrumental when each Party signs each such counterparts.

24. Incorporation of Attachments. All attachments to this Agreement, including Exhibits A and B, and all subparts thereto, are incorporated herein by this reference.

25. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any and all successor statutes or ordinances enacted to govern the activity now governed by the statute or ordinance noted herein.

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

CITY OF SANTA CLARITA

Dated: 4-2, 1992

By 
Mayor

ATTEST: 

Approved as to Form:

[Signature]
City Attorney

[Signature]
City Clerk 4/3/92

(ATTACH INDIVIDUAL ACKNOWLEDGEMENTS FOR FEE OWNERS)

(ATTACH EXHIBITS A AND B)

IN WITNESS THEREOF, the Parties below have each executed this Agreement of the date first written above.

Dated: 3-31-92, 1992

[Signature]
Paula Cox
Trustee for Edith S. Palmer
Living Trust
Own

Dated: 3-31-92, 1992

[Signature]
Clement Cox
Owner

Dated: 3-31-92, 1992

[Signature]
Paula Cox
Owner

Dated: 3-31-92, 1992

[Signature]
Mary Dapas, Trustee
Mary Dapas, Trustee
Owner

Dated: 4/1/92, 1992

[Signature]
Sand Canyon Estates Ltd.
A California Limited Partnership
Owner
Stan Fargeon, General Partner

Dated: 4/1/92, 1992

[Signature]
Sand Canyon Estates Ltd.
A California Limited Partnership
Owner
Morton Forshpan, General Partner

State of California)
)
County of San Diego)

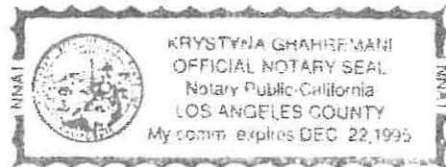
On April 12, 1995 before me, Krystyna Grahremani,
personally appeared _____

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

WITNESS my hand and official seal.

Signature Krystyna Grahremani

92- 647946



92- 647946

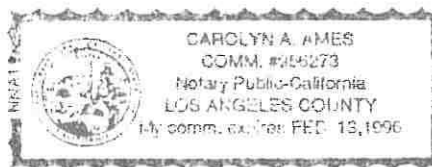
State of California)
County of LOS ANGELES)

On MARCH 30, 1992 before me, CAROLYN A. AMES,
personally appeared PAOLA COX, TRUSTEE
FOR THE EDITH S. PALMER LIVING TRUST

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

WITNESS my hand and official seal.

Signature Carolyn A. Ames



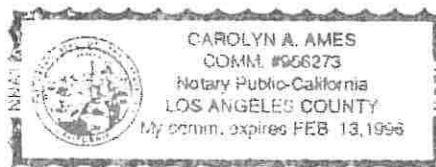
State of California)
County of LOS ANGELES)

On MARCH 30, 1992 before me, CAROLYN A. AMES,
personally appeared CLEMENT K. COX

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

WITNESS my hand and official seal.

Signature Carolyn A. Ames



92- 647946

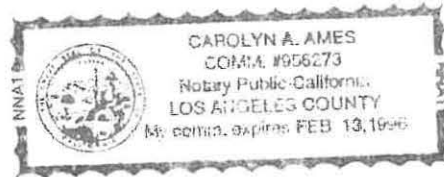
State of California)
)
County of LOS ANGELES)

On MARCH 30, 1992 before me, CAROLYN A. AMES,
personally appeared PAULA COX

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

WITNESS my hand and official seal.

Signature Carolyn A. Ames



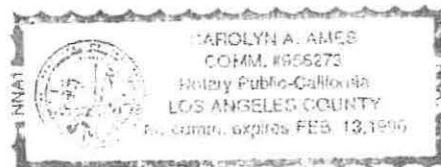
State of California)
)
County of LOS ANGELES)

On MARCH 31, 1992 before me, CAROLYN A. AMES,
personally appeared MARY DADAS TRUETTE

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

WITNESS my hand and official seal.

Signature Carolyn A. Ames



92- 647946

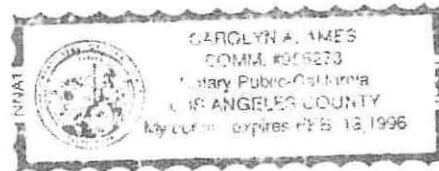
State of California)
)
County of LOS ANGELES)

On APRIL 1, 1992 before me, CAROLYN A. AMES,
personally appeared STAN FARLEEN, GENERAL PARTNER
OF SAND CANYON ESTATES LTD.

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

WITNESS my hand and official seal.

Signature Carolyn A Ames



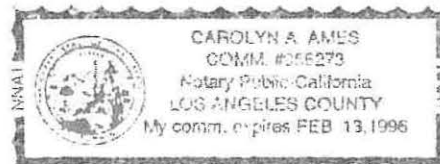
State of California)
)
County of LOS ANGELES)

On APRIL 1, 1992 before me, CAROLYN A. AMES,
personally appeared MORTON FORBESMAN, GENERAL PARTNER
OF SAND CANYON ESTATES LTD.

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

WITNESS my hand and official seal.

Signature Carolyn A Ames



92- 647946

EXHIBIT "B"

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

PARCELS 2 TO 4 INCLUSIVE IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 10561, FILED IN BOOK 109 PAGES 31 AND 32 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON MARCH 29, 1877, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID SECTION 23; THENCE NORTH 0 DEGREES 09 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID SECTION, A DISTANCE OF 730.13 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 40 SECONDS WEST A DISTANCE OF 600.00 FEET; THENCE NORTH 70 DEGREES 59 MINUTES 37 SECONDS WEST A DISTANCE OF 209.92 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 00 SECONDS EAST A DISTANCE OF 652.86 FEET TO THE NORTHEASTERLY LINE OF LIVE OAK SPRINGS CANYON ROAD, 50.00 FEET WIDE, AS DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON MARCH 26, 1945 AS INSTRUMENT NO. 1065 IN BOOK 21797 PAGE 180 OFFICIAL RECORDS, OF SAID COUNTY; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION, ALONG SAID ROAD TO THE SOUTHERLY LINE OF SAID SECTION 23; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 470.90 FEET TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 41 MINUTES 31 SECONDS WEST, 1300.78 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 0 DEGREES 13 MINUTES 49 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 200.00 FEET; THENCE EAST 210.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 49 SECONDS WEST PARALLEL WITH SAID WEST LINE, 210.00 FEET; THENCE SOUTH 70 DEGREES 59 MINUTES 37 SECONDS EAST 522.04 FEET TO THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT WESTERLY 600.00 FEET MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID SECTION 23, AND A LINE PARALLEL WITH AND DISTANT NORTHERLY 730.13 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 23; THENCE NORTH 89 DEGREES 39 MINUTES 40 SECONDS EAST ALONG SAID LAST MENTIONED PARALLEL LINE 600.00 FEET TO THE EAST LINE OF SAID SECTION; THENCE NORTH 0 DEGREES 09 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE OF SAID SECTION, 583.46 FEET TO THE POINT OF BEGINNING.

PARCEL D:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND DESCRIBED AS FOLLOWS:

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, THENCE WEST ALONG THE SOUTHERLY LINE OF SAID SECTION DISTANT 150 FEET, THENCE NORTH PARALLEL WITH THE EASTERLY LINE OF SAID SECTION 290 FEET, THENCE EAST PARALLEL WITH THE SAID SOUTHERLY LINE OF SAID SECTION 150 FEET TO THE EASTERLY LINE OF SAID SECTION, THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID SECTION 290 FEET TO THE POINT OF BEGINNING.

PARCEL E:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 24, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

PARCEL F:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 15 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF SANTA CLARITA, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND.

PARCEL F-1:

AN EASEMENT PURSUANT TO THAT JUDGMENT OF THE LOS ANGELES SUPERIOR COURT CASE NO. C 431903 WHICH RECORDED DECEMBER 2, 1983 AS INSTRUMENT NO. 83-1423941 OFFICIAL RECORDS, FOR INGRESS AND EGRESS AND ROAD PURPOSES AND TELEPHONE AND POWER LINES DESCRIBED AS FOLLOWS:

(A) THE EASTERLY 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, AND

(B) THAT PART OF THE NORTHERLY 30 FEET OF THE WEST HALF OF THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, WHICH LIES TO THE WEST OF OAK SPRING CANYON ROAD.

92- 647946

92- 647946

LEGAL DESCRIPTION

That portion of the Southeast quarter of Section 23 and Southwest quarter of Section 24, Township 4N, Range 15 W, SBM as described as follows:

The Southwest Quarter of said Section 24 except therefrom the following 3 parcels; (1) The Northeast Quarter of said Southwest Quarter, (2) the Northwest Quarter of the Southeast Quarter of said Southwest Quarter, and (3) the Northeast Quarter of the Northwest Quarter of said Southwest Quarter.

and

Parcels 2, 3 and 4 as shown on Parcel Map 10561, Book 109, page 31, 32 of Parcel Maps in the office of County Recorder, Los Angeles County, CA, being in the Southeast Quarter of said Section 23.

and

Beginning at the Southeast corner of said Section 23;

THENCE North $0^{\circ}04'00''$ West 1309.76 feet along the East line of Section 23 to the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 23;

THENCE South $89^{\circ}48'41''$ West along the North line of the Southeast Quarter of the Southeast Quarter, 1151.56 feet to a point;

THENCE continuing along said North line being also the South of Parcel Map 10561, Bk 109, page 31, 32, L.A. County Re South $89^{\circ}24'26''$ West, 149.25 feet to the Northwest corner of the Southeast Quarter of said Southeast Quarter;

THENCE South $0^{\circ}18'29''$ West along the West line of the Southeast Quarter of said Southeast Quarter, 200.00 feet;

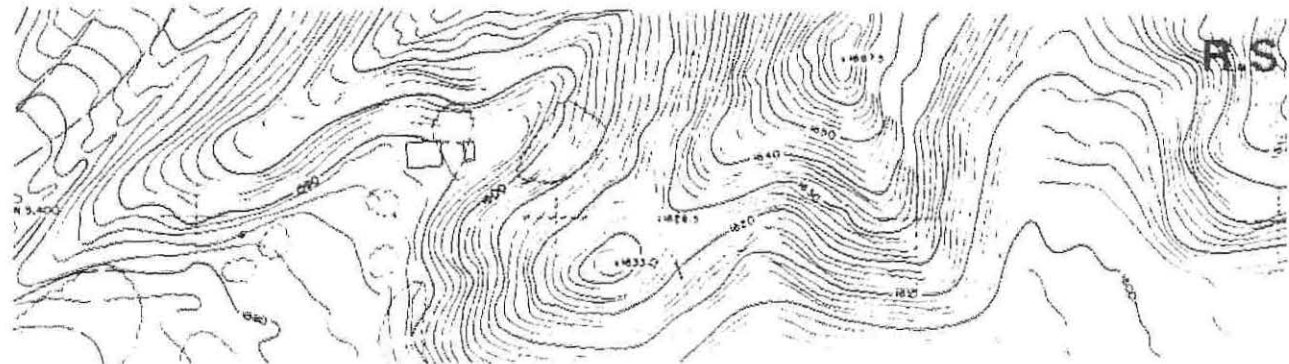
THENCE South $89^{\circ}55'00''$ East 210.00 feet to a point;

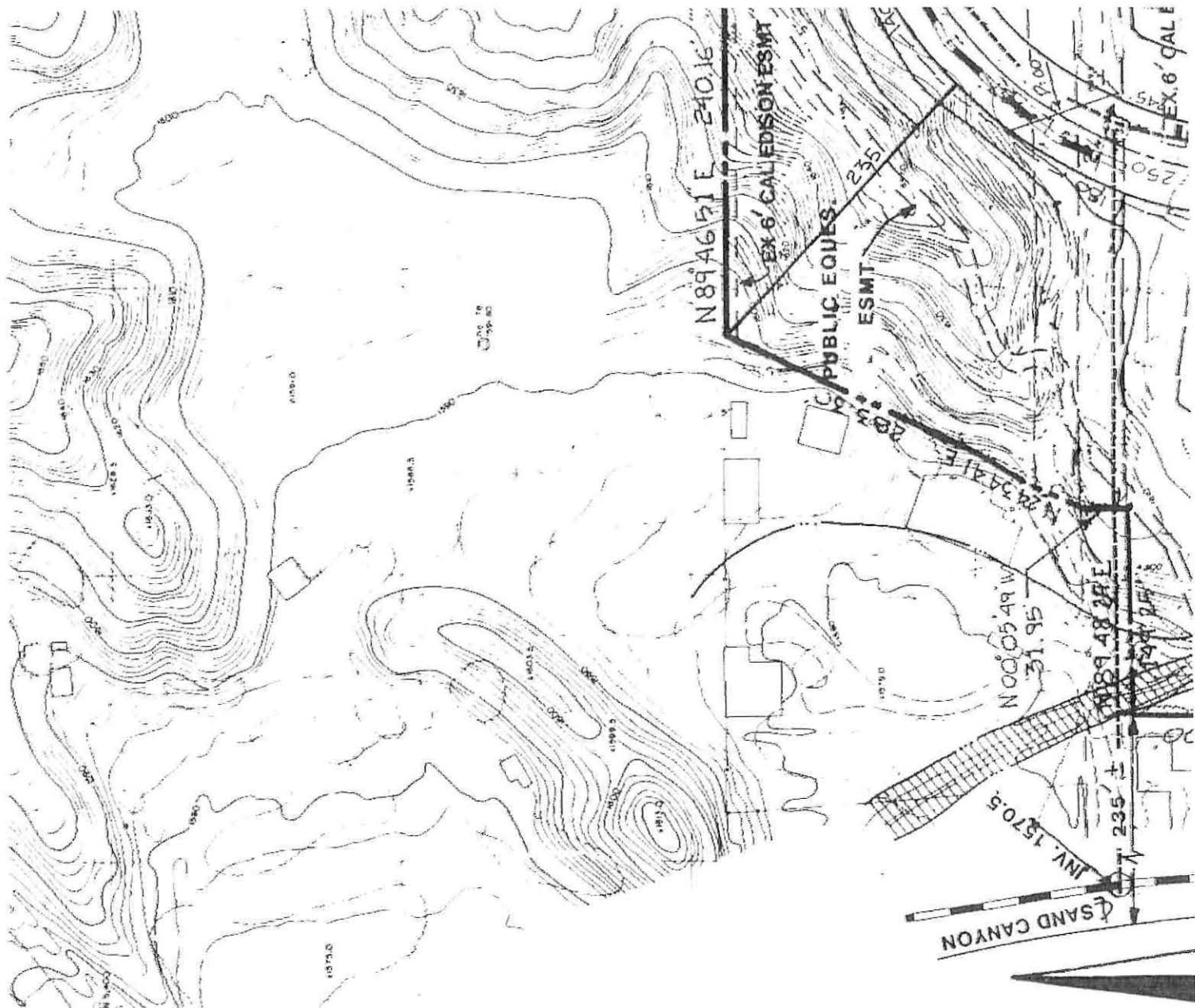
THENCE South $0^{\circ}18'29''$ West, parallel to said West line, 210.0 feet to a point;

THENCE South $70^{\circ}54'37''$ East, 312.12 feet to a point;

THENCE South $0^{\circ}03'02''$ East, 649.62 feet to the Northerly Right of Way of Live Oak Springs Rd.;

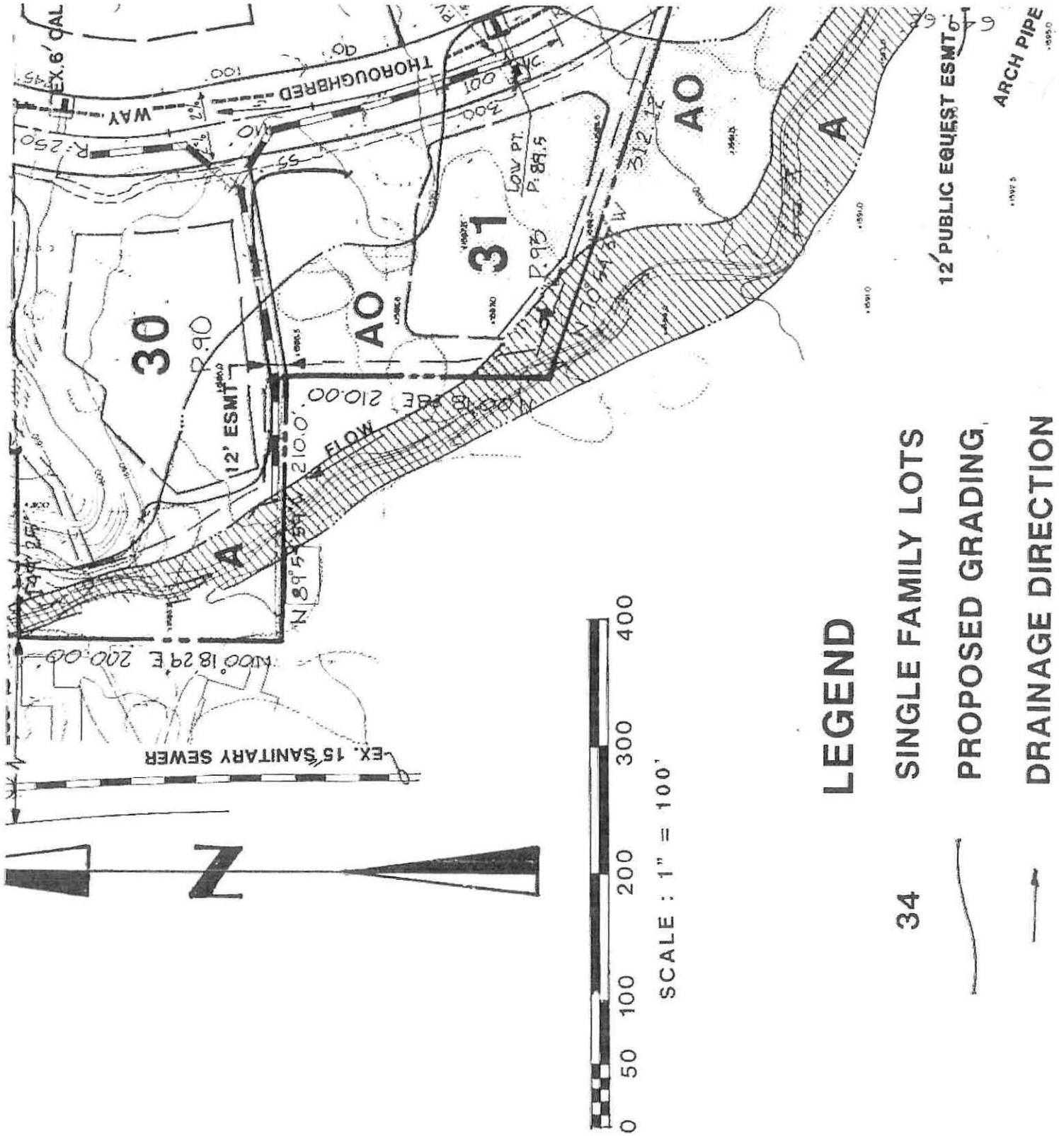
THENCE South $52^{\circ}55'00''$ East, 155.22 feet along said Right of Way to a point of curve being concave to the North;





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LEGEND

34 SINGLE FAMILY LOTS

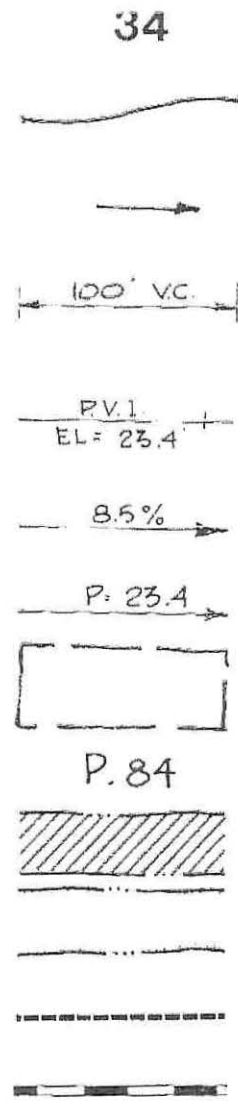
PROPOSED GRADING

DRAINAGE DIRECTION

12' PUBLIC EQUEST ESMT

ARCH PIPE

92- 647946



SINGLE FAMILY LOTS
PROPOSED GRADING
DRAINAGE DIRECTION
VERTICAL CURVE LENGTH
POINT OF VERTICAL INTERSECTION ELEVATION
SLOPE OF PAVEMENT
PAVEMENT ELEVATION
BUILDING ENVELOPE
PAD ELEVATION
FLOOD ZONE A (undetermined elevation)
FLOODZONE AO (average 1'-3'depth)
SANITARY SEWER (8")
STORM DRAIN (ONSITE)



TECHNICAL CONSULTANTS

GEOLOGIST JEFF JOHNSON
31220 LA BAYA STE. 110

TECHNICAL CONSULTANTS

92- 647946

GEOLOGIST **JEFF JOHNSON**
31220 LA BAYA STE. 110
WESTLAKE CA. 91361
PH.818-889-4947

SOILS **MASTERMAN AND ASSOC.**
14535 HAMLIN ST
VAN NUYS CA. 91411
PH.818-994-8057

OAK TREES **LEE NEWMAN AND ASSOC.**
31320 VIA COLINAS STE.108
WESTLAKE CA. 91362
PH.818-991-5056

SURVEYOR **RES LAND SURVEYS**
1524 E. BLACKLIDGE
TUCSON AZ.85719
PH.602-795-7328
R.L.S.# 5048

92- 647946

DESCRIPTION

line of the Southeast
56 feet to a point.

along also the South line
2, L.A. County Records,
the Northwest corner
East Quarter;

line of the Southeast
100 feet;

to a point;

West line, 210.00

to a point;

the Northerly Right

along said Right of
Way to the North;

THENCE 87.98 feet along the arc of said curve whose radius is
135.00 feet, having a central angle of $37^{\circ}20'20''$ to a point
(chord bearing = $S 71^{\circ}35'10''E$);

THENCE continuing along said Right of Way South $89^{\circ}34'40''$ East,
28.75 feet to a point of curve, being concave to the South;

THENCE 97.27 feet along the arc of said curve whose radius is
185.00 feet having a central angle of $30^{\circ}07'27''$ (chord
bearing = $S 75^{\circ}11'36'' E$); to a point at which said Right
of Way intersects the South line of Section 23;

THENCE North $89^{\circ}43'55''$ East along said South line 471.48 feet to
the True Point of Beginning.

and

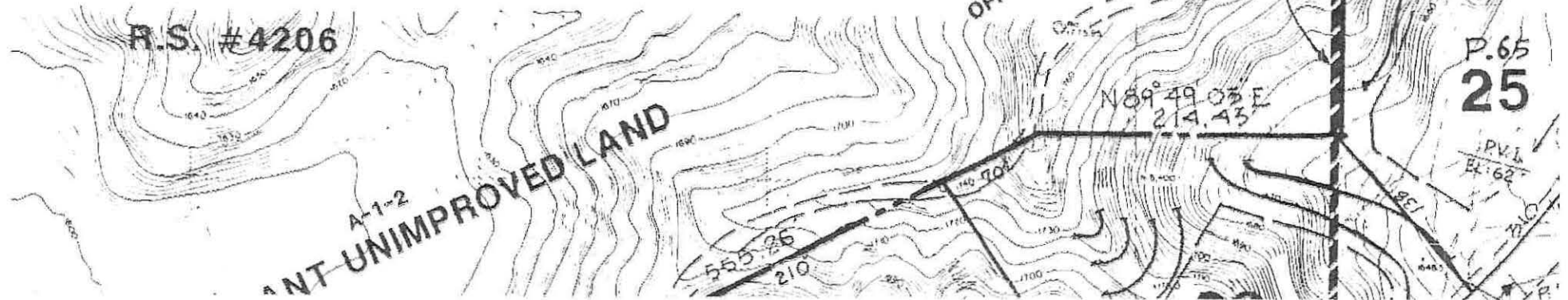
EXCEPT therefrom the South 220 feet of the East 260 feet of said
Section 23;

and

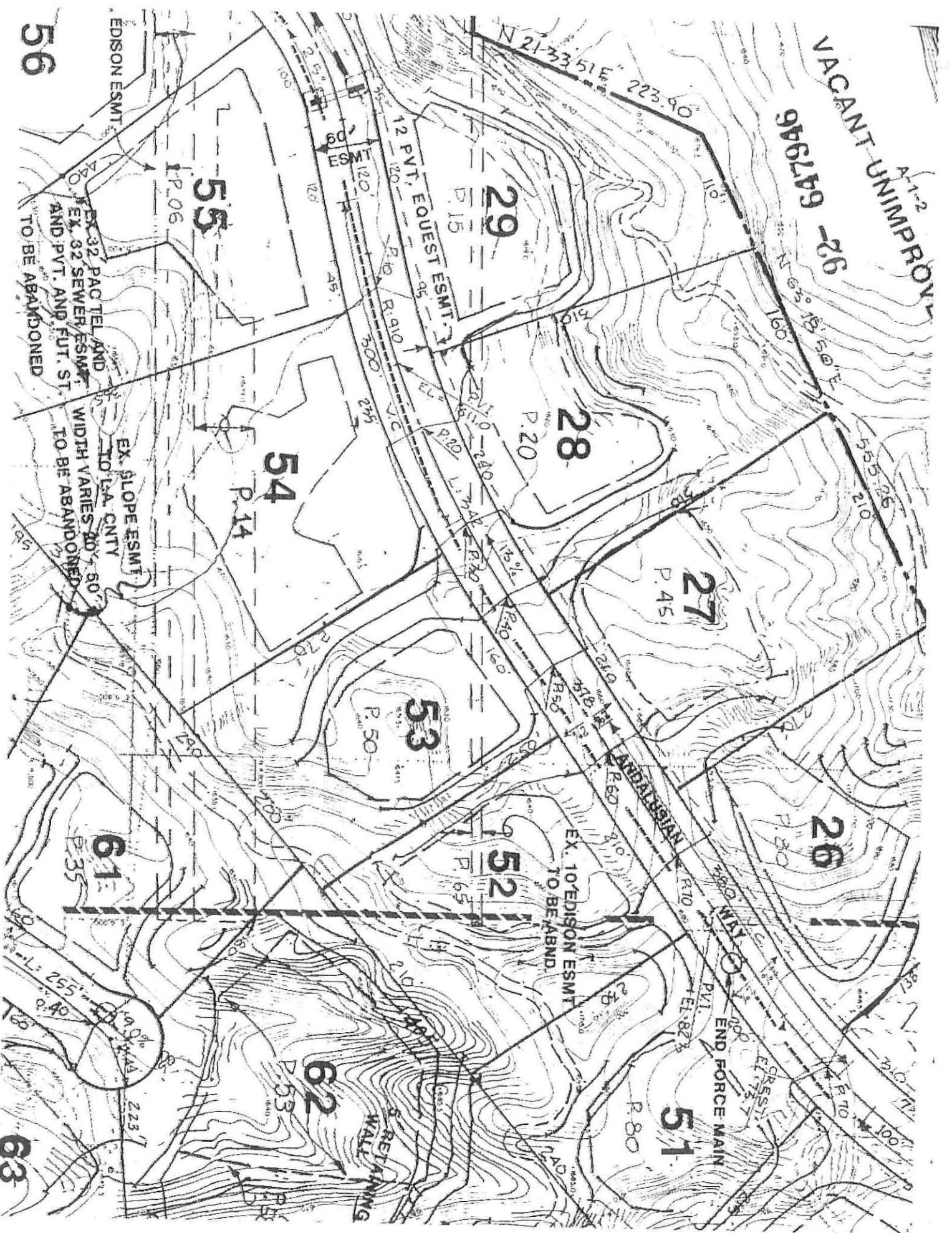
EXCEPT therefrom the South 220 feet of the West 400 feet of said
Section 24.

Being **137.23** gross Ac.

INGRESS LOCATION
CONTINUATION NORTH PER
S.C. EQUEST. COM.



VACANT UNIMPROVED
A-1-2
696749-26



56

55

29

28

27

54

53

26

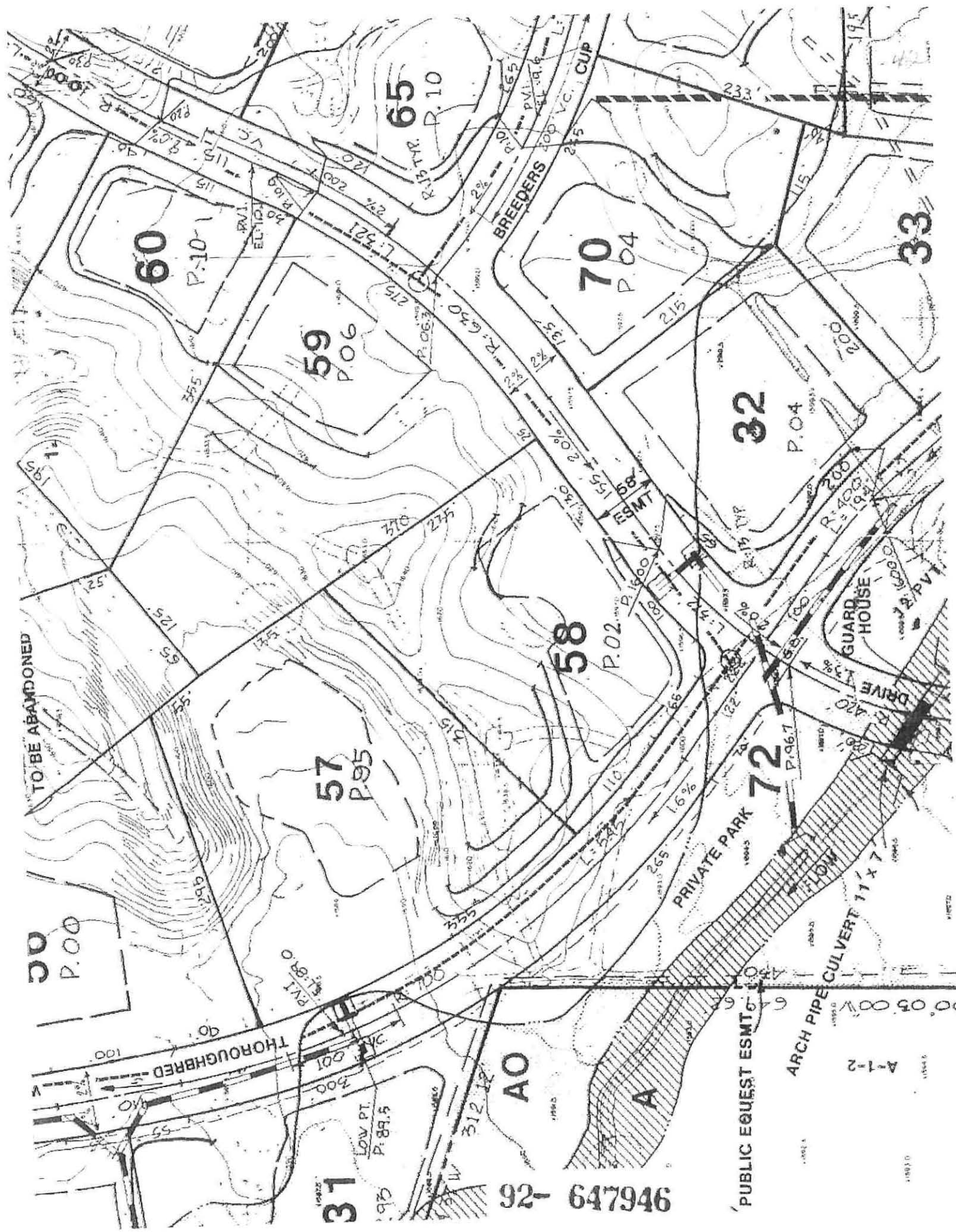
52

61

62

51

63



TO BE ABANDONED

30
P.00

31

57
P.95

92-647946

AO

58
P.02

LOW PT.
P. 89.5

59
P.06

60
P.10

65
P.10

70
P.04

32
P.04

72
P.96.7

33
P.04

THOROUGHBRD

BREEDERS CUP

PRIVATE PARK

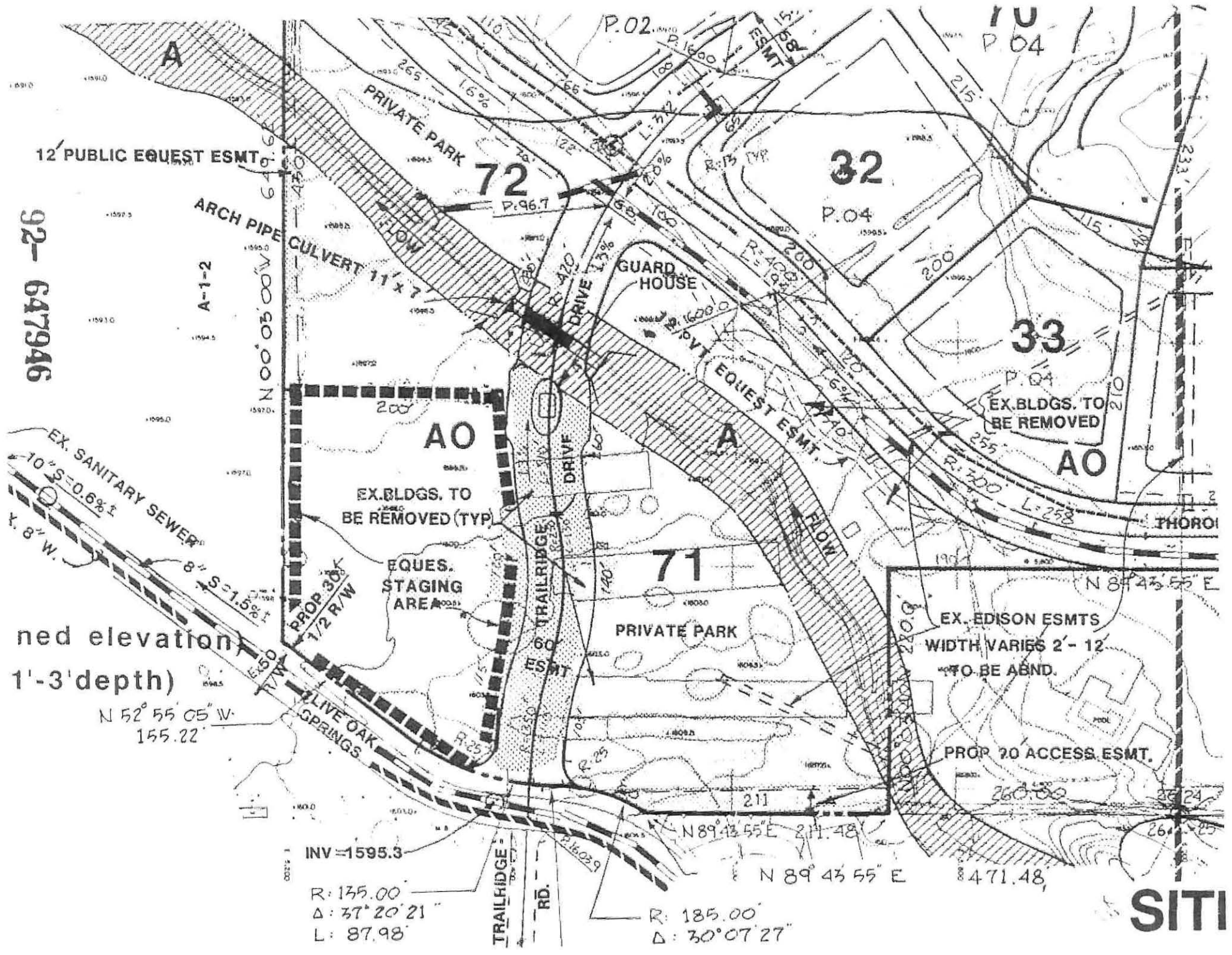
GUARD HOUSE

ARCH PIPE CULVERT 11 x 7

PUBLIC EQUEST ESMT

A-1-2

92-647946



12' PUBLIC EQUEST ESMT

ARCH PIPE CULVERT 11' x 7'

72

32

33

AO

AO

71

EQUES. STAGING AREA

PRIVATE PARK

EX. EDISON ESMTS
WIDTH VARIES 2' - 12'
TO BE ABND.

PROP 70 ACCESS ESMT.

EX. SANITARY SEWER
10" S=0.6%
8" W.

ned elevation
1'-3' depth)

N 52° 55' 05" W
155.22

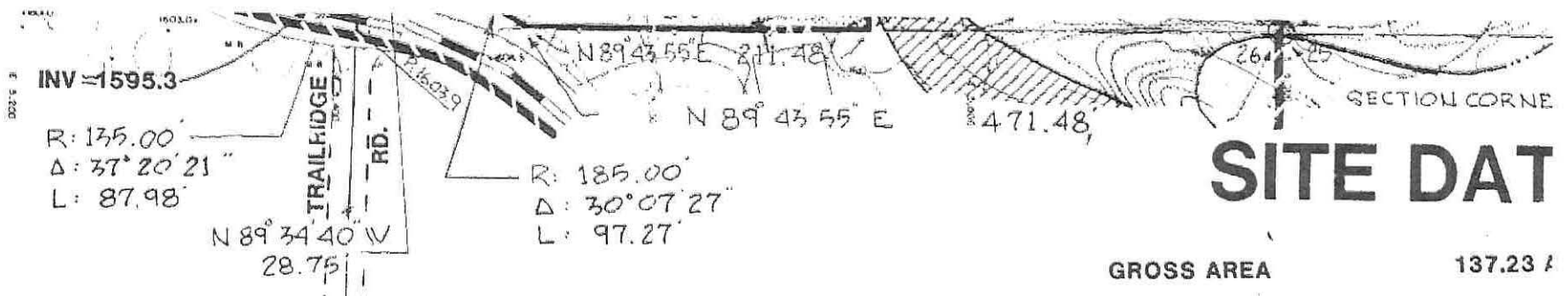
INV = 1595.3

R: 135.00
Δ: 37° 20' 21"
L: 87.98

R: 135.00
Δ: 30° 07' 27"

SITI

32-647946



SITE DATA

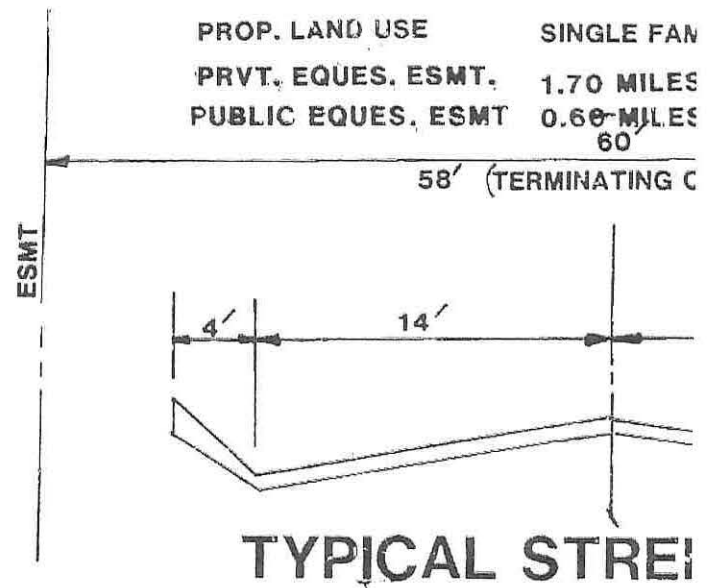
GROSS AREA	137.23 A
EX. RIGHT OF WAY	0.19 AC
NET AREA	137.04
EX. ZONING	A-1-2 (107.35 AC.)
PARK LOTS	2
S.F. LOTS	70
OPEN SPACE	
EX. LAND USE	AGRICULTURE
PROP. LAND USE	SINGLE FAMILY
PRVT. EQUES. ESMT.	1.70 MILES
PUBLIC EQUES. ESMT	0.60 MILES

NOTES:

- 1) ACTUAL LOT OWNERSHIP LINES EXTEND TO CENTER OF FRONT AND OR SIDE STREETS.
- 2) LOT AREAS EXCLUDE STREET ESMTS.
- 3) DOMESTIC WATER TO BE SERVED FROM LIVE OAK SPRINGS. LINES TO BE 6" MIN. AND 8" MAX.
- 4) MIN SEWER SLOPE=0.4%. MAX SLOPE=5%.

DRAINAGE CONCEPT NOTES

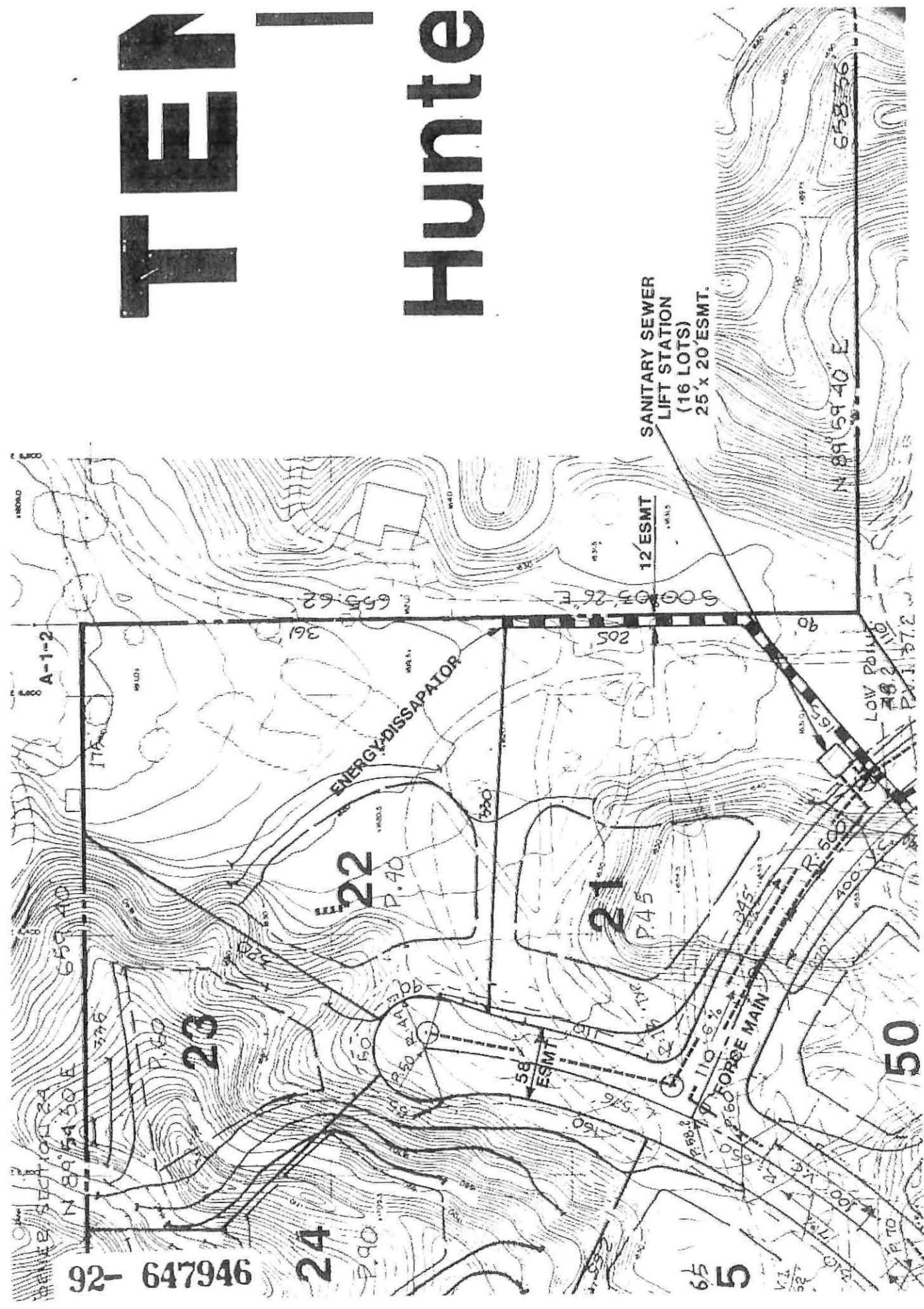
1. HYDROLOGY INFORMATION AND STORM DRAIN ALIGNMENTS SHOWN ARE NOT NECESSARILY APPROVED.
2. COMPLIANCE OF ALL STREET DRAINAGE REQUIREMENTS WILL BE MET TO THE SATISFACTION OF THE DEPARTMENT OF PUBLIC WORKS.
3. NECESSARY EASEMENTS WILL BE DEDICATED FOR THE STORM DRAIN SYSTEM TO THE SATISFACTION OF THE DEPARTMENT OF PUBLIC WORKS.
4. VEHICULAR ACCESS WILL BE PROVIDED TO ALL INLETS AND OUTLETS TO THE SATISFACTION OF THE DEPARTMENT OF PUBLIC WORKS.
5. APPROVAL OF THE DRAINAGE CONCEPT DOES NOT CONSTITUTE DETERMINATION THAT THE OFFSITE IMPROVEMENTS ARE REQUIRED WITHIN THE MEANING OF GOVERNMENT CODE SECTION 66462.5, (EXCEPT AS NOTED);
6. AN OFFSITE DRAINAGE COVENANT FOR ACCEPTANCE OF DRAINAGE (AND DRAINAGE FACILITIES) MAY BE REQUIRED WHERE INDICATED.

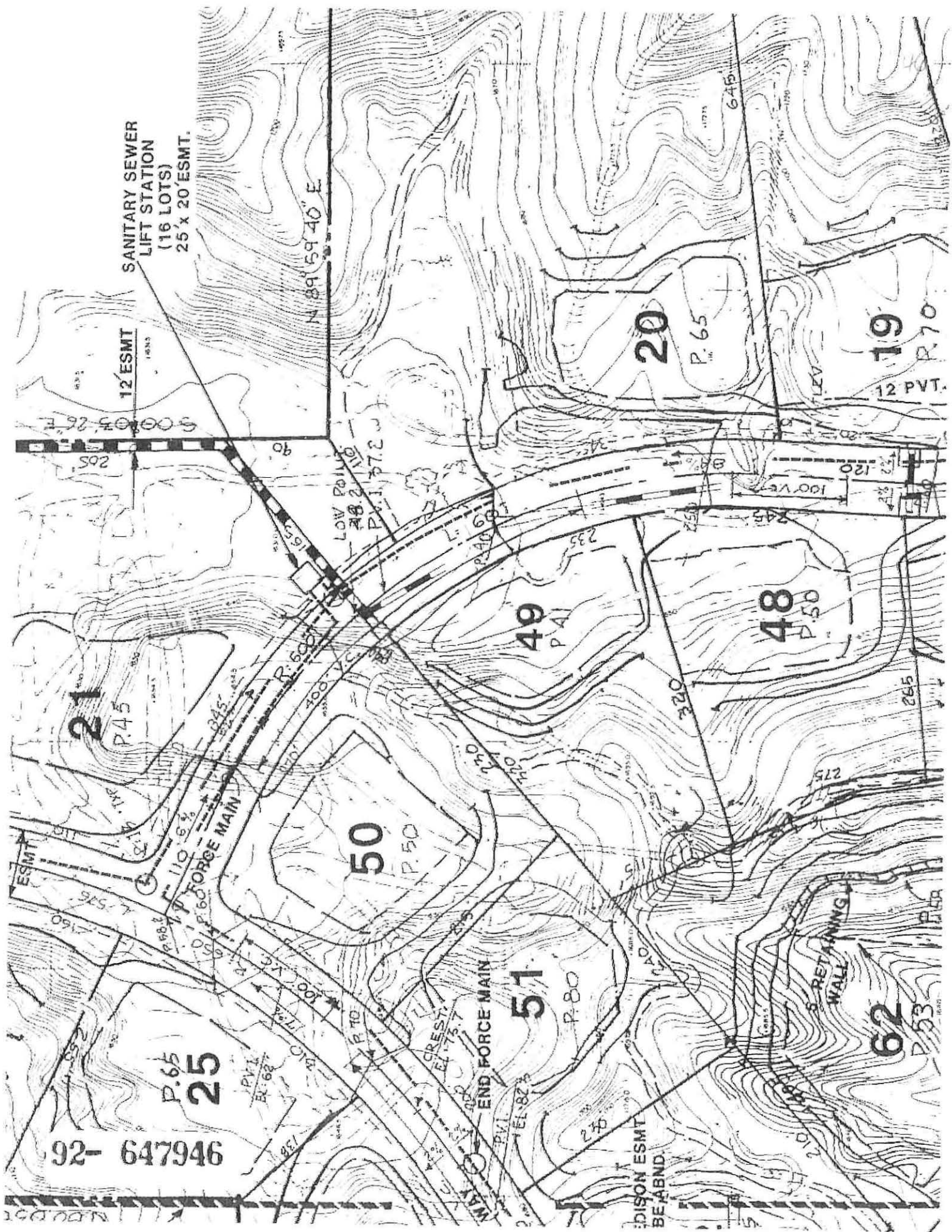


TYPICAL STREET

NOTE: ALL STREETS TO BE PRIVATE

TEI Hunte





SANITARY SEWER
LIFT STATION
(16 LOTS)
25' x 20' ESMT.

12 ESMT

20

P. 65

19

12 PVT.

N 89° 59' 40" E

LOW POINT
P.V.I. 37.2

49

P. 41

48

P. 50

21

P. 45

50

P. 50

51

P. 80

62

P. 53

P. 65

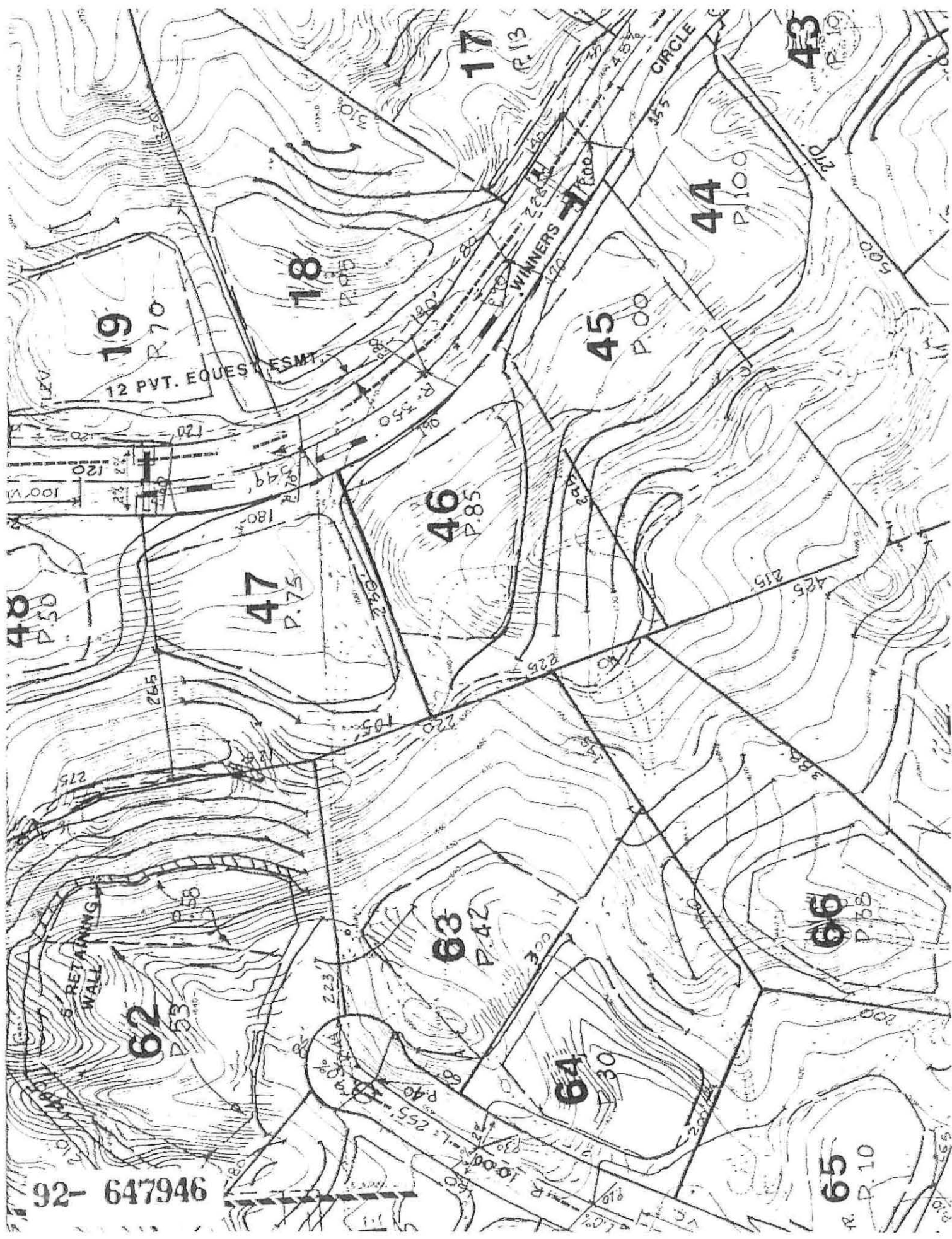
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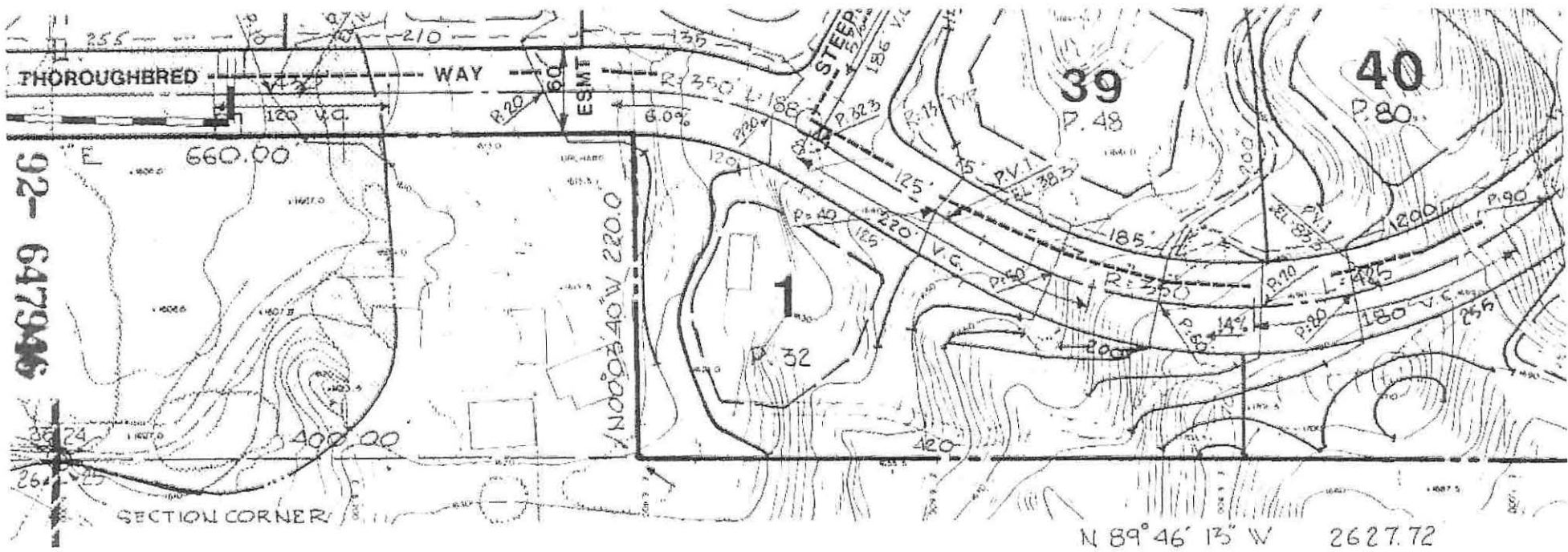
92- 647946

END FORCE MAIN

RETAINING WALL

DISON ESMT
BE ABND.





SITE DATA

RE

REA 137.23 AC.

OF WAY 0.19 AC.

137.04 AC.

G A-1-2 (107.35 AC.), A-1-1 (THE EASTERLY 29.87 AC.)

S 2

70

CE

USE AGRICULTURAL (25%), VACANT (75%)

ND USE SINGLE FAMILY RESIDENCE, PUBLIC/PRIVATE PARKS

UES. ESMT. 1.70 MILES ±

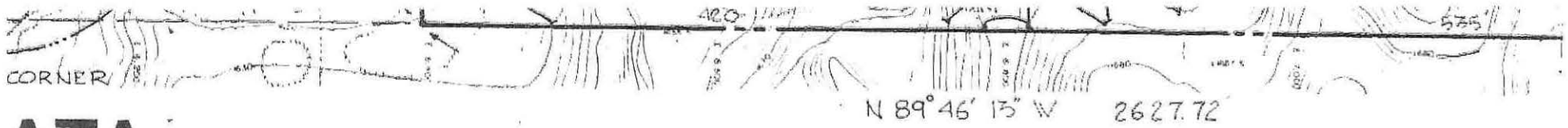
QUES. ESMT 0.60 MILES ±

60

58' (TERMINATING CUL-DE-SAC ONLY)

APPROX. LOT AREAS

Lot	Area	Lot	Area	Lot	Area
1	1.377 Ac.	25	1.079 Ac.	49	1.336 Ac.
2	1.630 "	26	1.263 "	50	1.258 "
3	1.400 "	27	1.377 "	51	1.118 "
4	1.308 "	28	1.412 "	52	1.12 "
5	1.400 "	29	1.951 "	53	1.010 "
6	1.710 "	30	2.801 "	54	2.112 "
7	1.58 "	31	1.308 "	55	1.807 "
8	1.74 "	32	1.090 "	56	1.625 "
9	3.75 "	33	1.000 "	57	1.836 "
10	5.06 "	34	1.085 "	58	1.371 "
11	4.913 "	35	1.012 "	59	1.763 "
12	2.525 "	36	1.371 "	60	1.304 "
13	2.054 "	37	1.446 "	61	1.331 "
14	1.205 "	38	1.061 "	62	2.43 "



ATA

RECORDED TR

37.23 AC. 92- 647946

A-1-

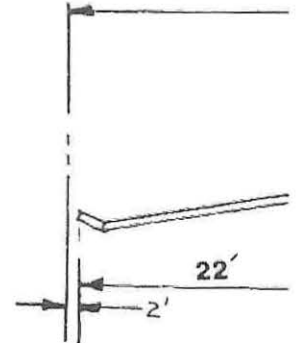
1.19 AC.

APPROX. LOT AREAS

37.04 AC.

35 AC.), A-1-1 (THE EASTERLY 29.87 AC.)

Lot	Area	Lot	Area	Lot	Area
1	1.377 Ac.	25	1.079 Ac.	49	1.336 Ac.
2	1.630 "	26	1.263 "	50	1.258 "
3	1.400 "	27	1.377 "	51	1.118 "
4	1.308 "	28	1.412 "	52	1.12 "
5	1.400 "	29	1.951 "	53	1.010 "
6	1.710 "	30	2.801 "	54	2.112 "
7	1.58 "	31	1.308 "	55	1.807 "
8	1.74 "	32	1.090 "	56	1.625 "
9	3.75 "	33	1.000 "	57	1.836 "
10	5.06 "	34	1.085 "	58	1.371 "
11	4.913 "	35	1.012 "	59	1.763 "
12	2.525 "	36	1.371 "	60	1.304 "
13	2.054 "	37	1.446 "	61	1.331 "
14	1.205 "	38	1.061 "	62	2.43 "
15	1.263 "	39	1.074 "	63	1.504 "
16	1.602 "	40	1.159 "	64	1.102 "
17	1.742 "	41	1.423 "	65	1.056 "
18	1.873 "	42	1.109 "	66	1.308 "
19	2.617 "	43	1.010 "	67	1.756 "
20	5.643 "	44	1.637 "	68	1.276 "
21	2.135 "	45	1.483 "	69	1.054 "
22	2.158 "	46	1.180 "	70	1.125 "
23	1.244 "	47	1.118 "	71	2.915 " (Park)
24	2.105 "	48	1.389 "	72	2.245 " (Park)



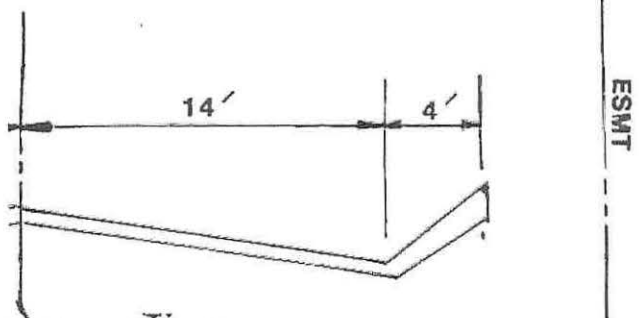
2
0

CULTURAL (25%), VACANT (75%)

LE FAMILY RESIDENCE, PUBLIC/PRIVATE PARKS

MILES ±
R MILES ±
80

ATING CUL-DE-SAC ONLY)



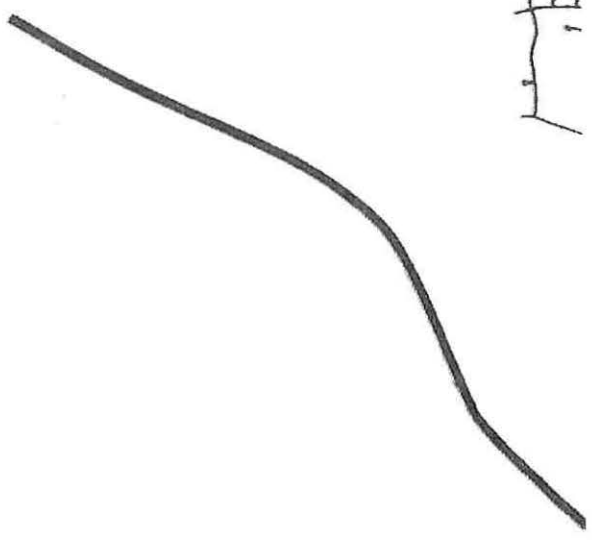
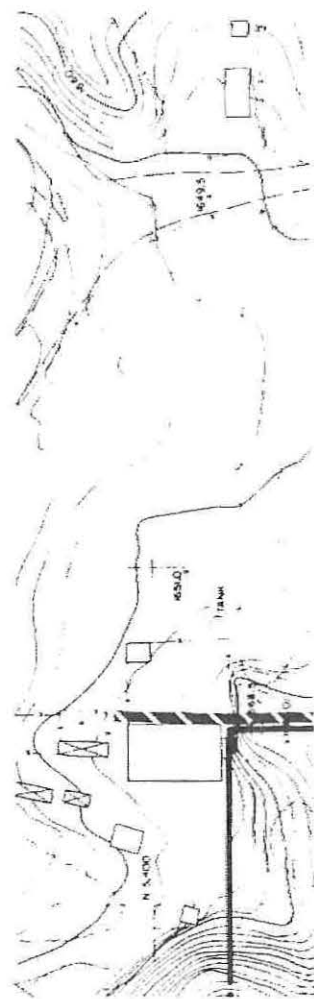
REET SECTION

BE PRIVATE AND FUTURE

VESTING ATTACTIVE TRAC

92- 647946

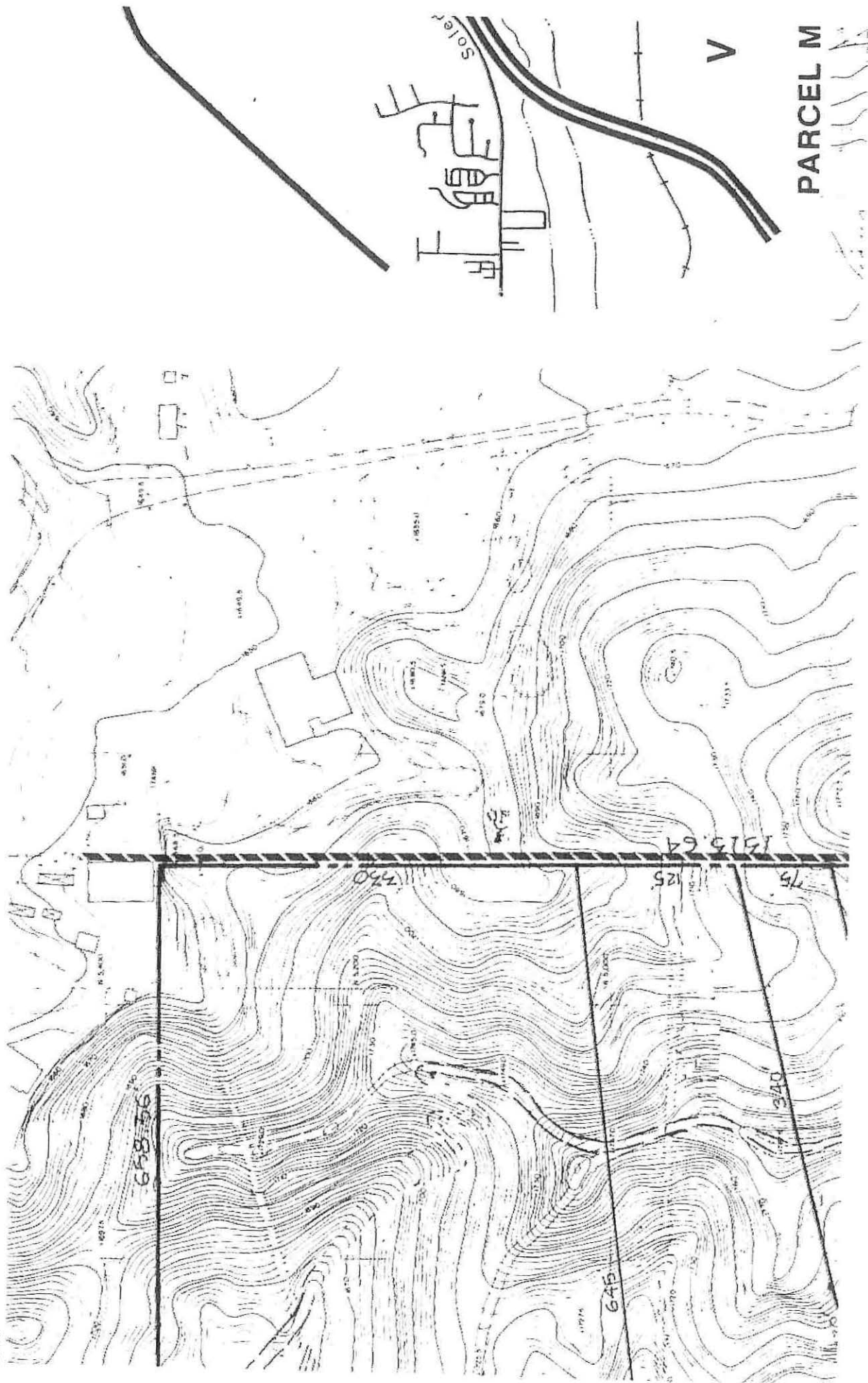
Number 4732, Mrs Green at Sand Canyon



4732

WER 92- 647946
ON

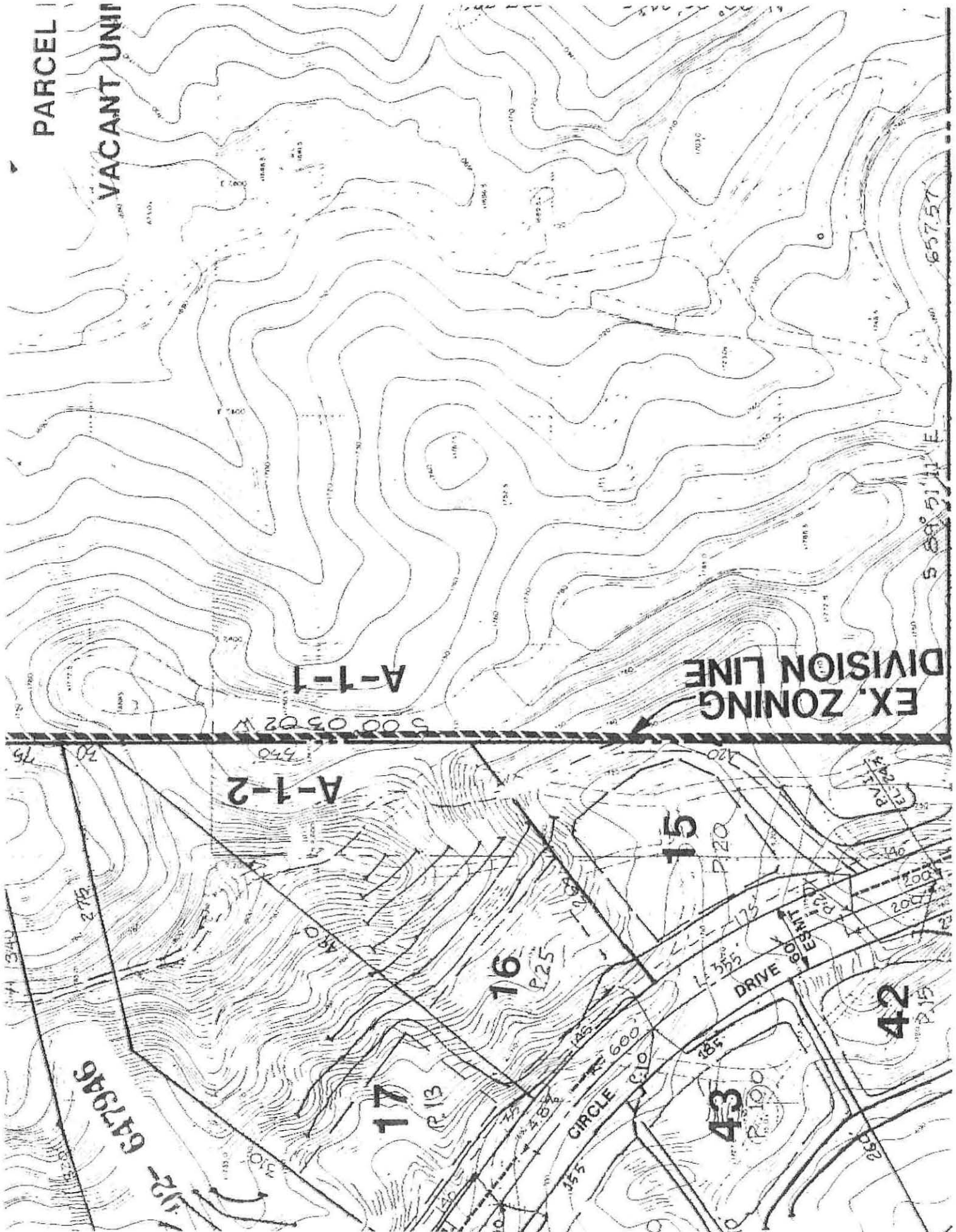
MT.



PARCEL M

V

PARCEL
VACANT UNIT



EX. ZONING
DIVISION LINE

A-1-1
A-1-2

17
R.13

16
P.25

15
P.20

42
P.15

43
P.100

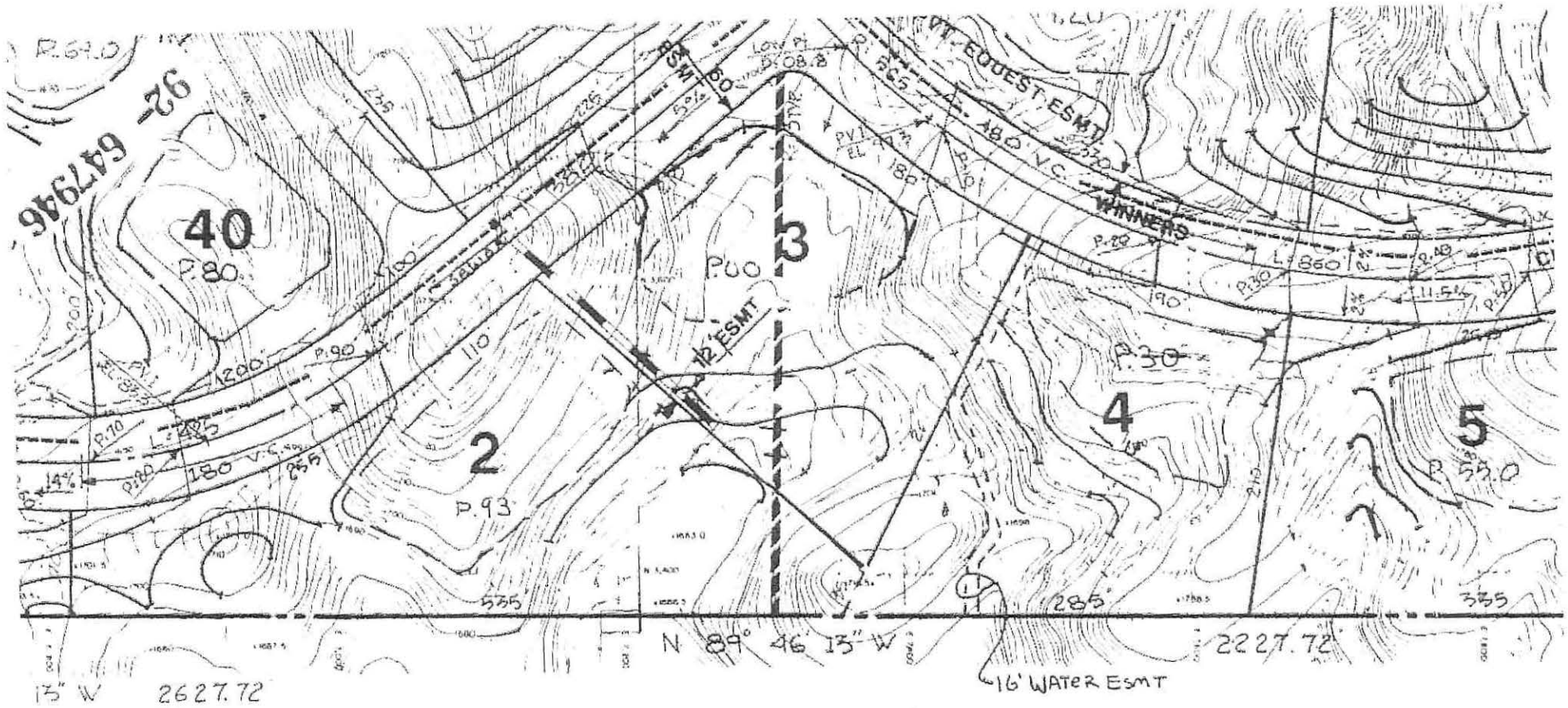
647946
112

DRIVE 600
E. 600

CIRCLE 600
P.10

657.57

5 69° 51' 11" E



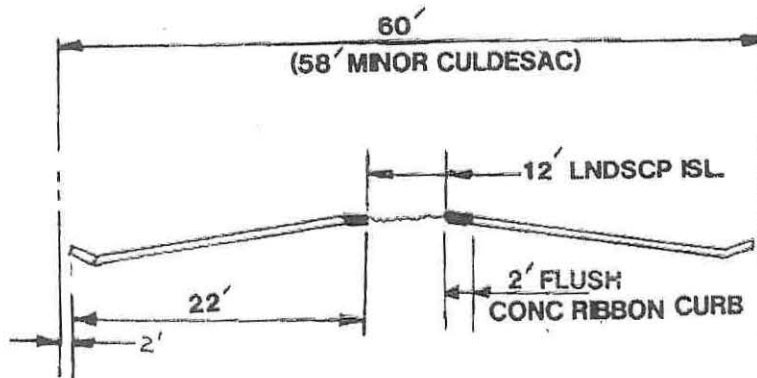
RECORDED TRACT #37573

A-1-2

OWNER/APPLIC

OT AREAS

Area	Lot	Area
.079 Ac.	49	1.336 Ac.
.263 "	50	1.258 "
.377 "	51	1.118 "
.412 "	52	1.12 "
.951 "	53	1.010 "
.801 "	54	2.112 "
.308 "	55	1.907 "
.090 "	56	1.625 "
.000 "	57	1.836 "
.085 "	58	1.371 "

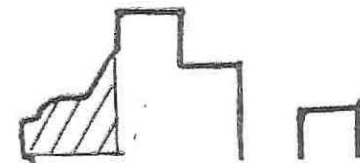


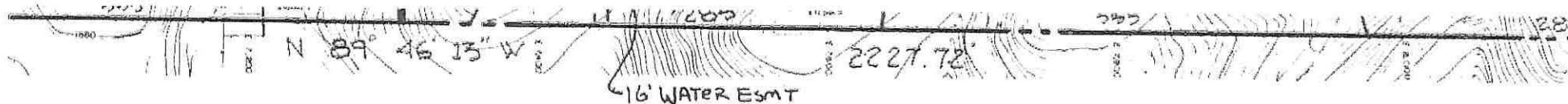
ALTERNATE STREET SECTION

MARY BARBOUR TRUST
 MARY DAPAS TRUSTEE
 17429 SAN FERNANDO MISSION RD.
 GRANADA HILLS, CA. 91344

EDITH P
 1609
 SA

818-363-4969



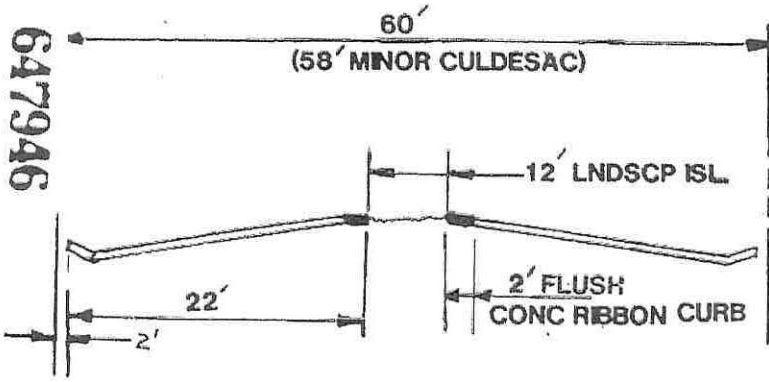


CORDED TRACT #37573

A-1-2

OWNER/APPLICANTS

92-647946

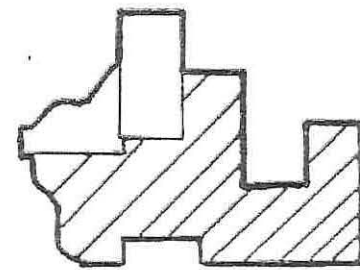
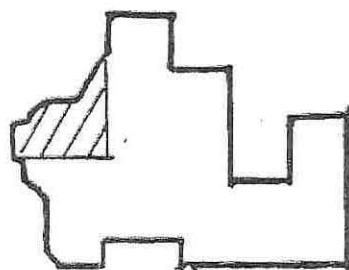


ALTERNATE STREET SECTION

MARY BARBOUR TRUST
 MARY DAPAS TRUSTEE
 17429 SAN FERNANDO MISSION RD.
 GRANADA HILLS, CA. 91344

EDITH PALMER, CLEMENT AND PAULA CO:
 16093 WEST LIVE OAK SPRINGS
 SANTA CLARITA, CA. 91351
 805-252-2409

818-363-4969



ink)
 ink)

6-30-93

Signature

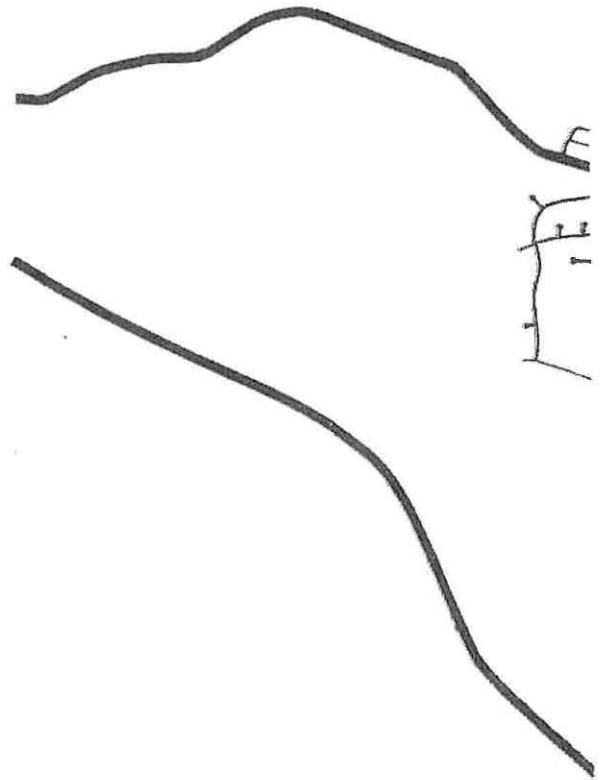
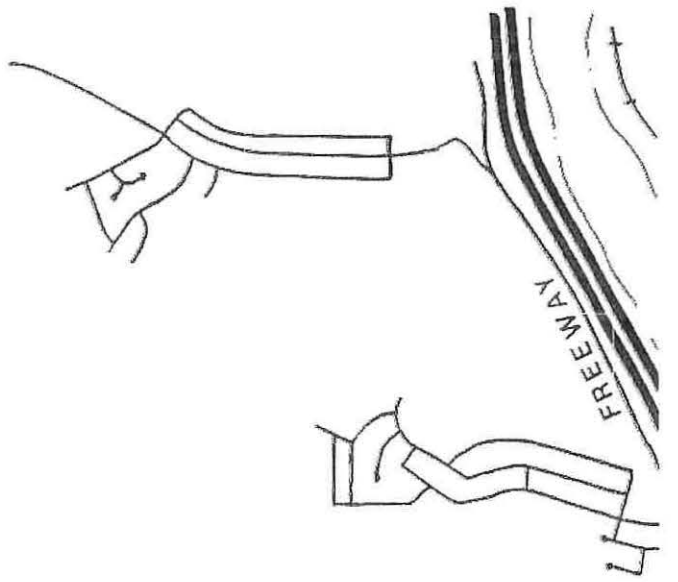
REV.	DATE	DESCRIPTION
1	8-10-89	DROP 5 LOTS, W.C. DRIVE GRAD EQUEST TRAILS, ENTRY RD
2	12-10-89	Pvt. Equest ESMTS, WINNERS CIRCLE
3	2/1/90	Slope + PADS - Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 37, 44, 45, 64, 66, 67
4	4/9/90	VESTING, WATER ESMT LOT 4, ELIMINATE 32' LOT 8, 9, ALT STREET SECTION

STING TRACT

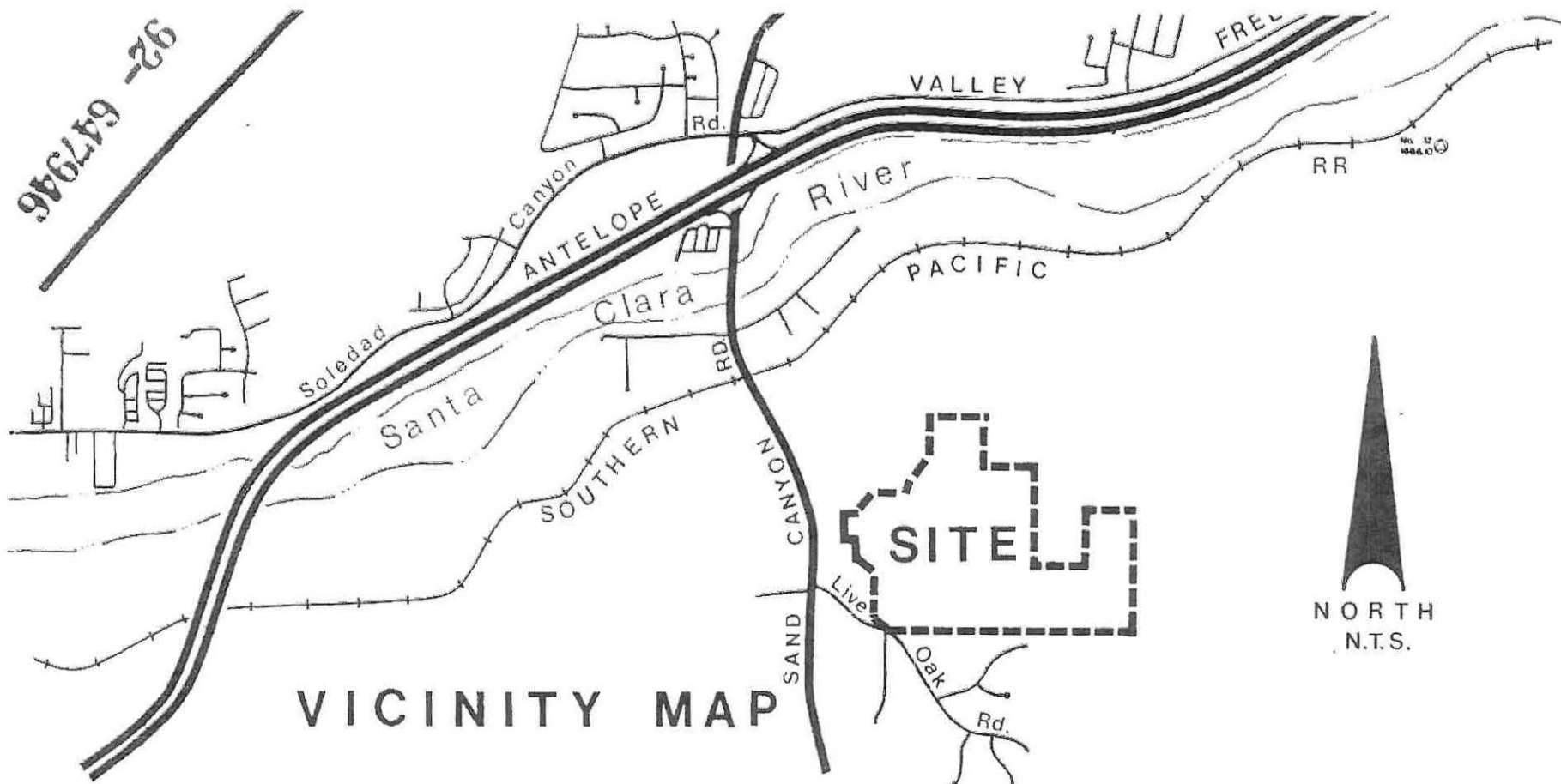
47324

Sand Canyon

92- 647946

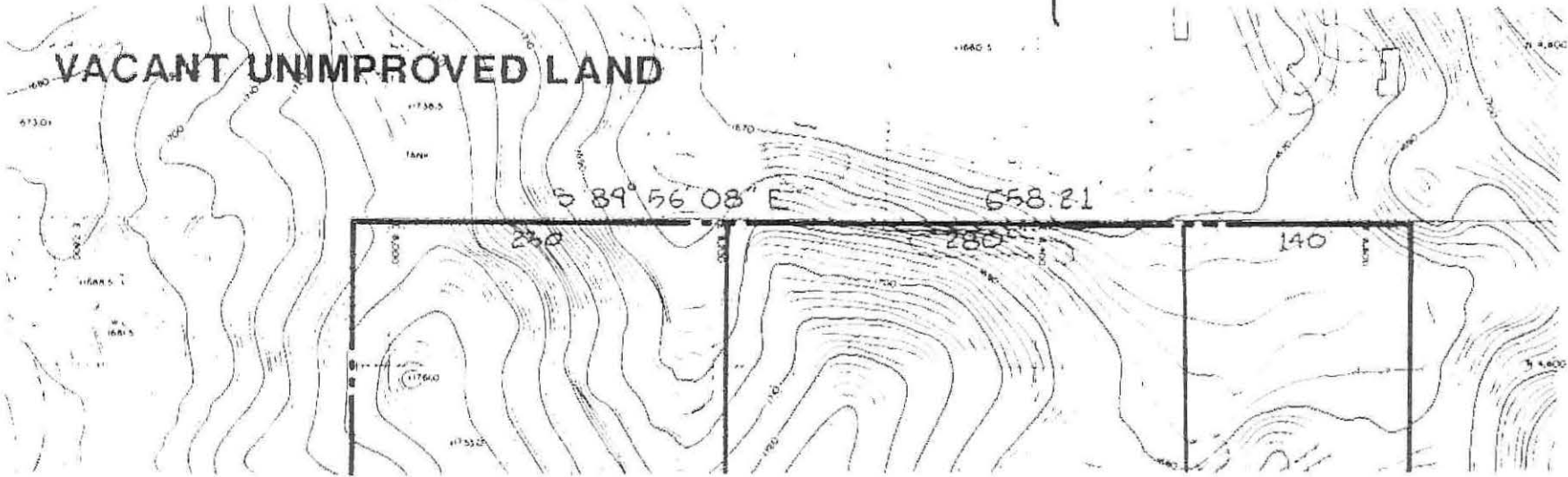


WALL PAPER

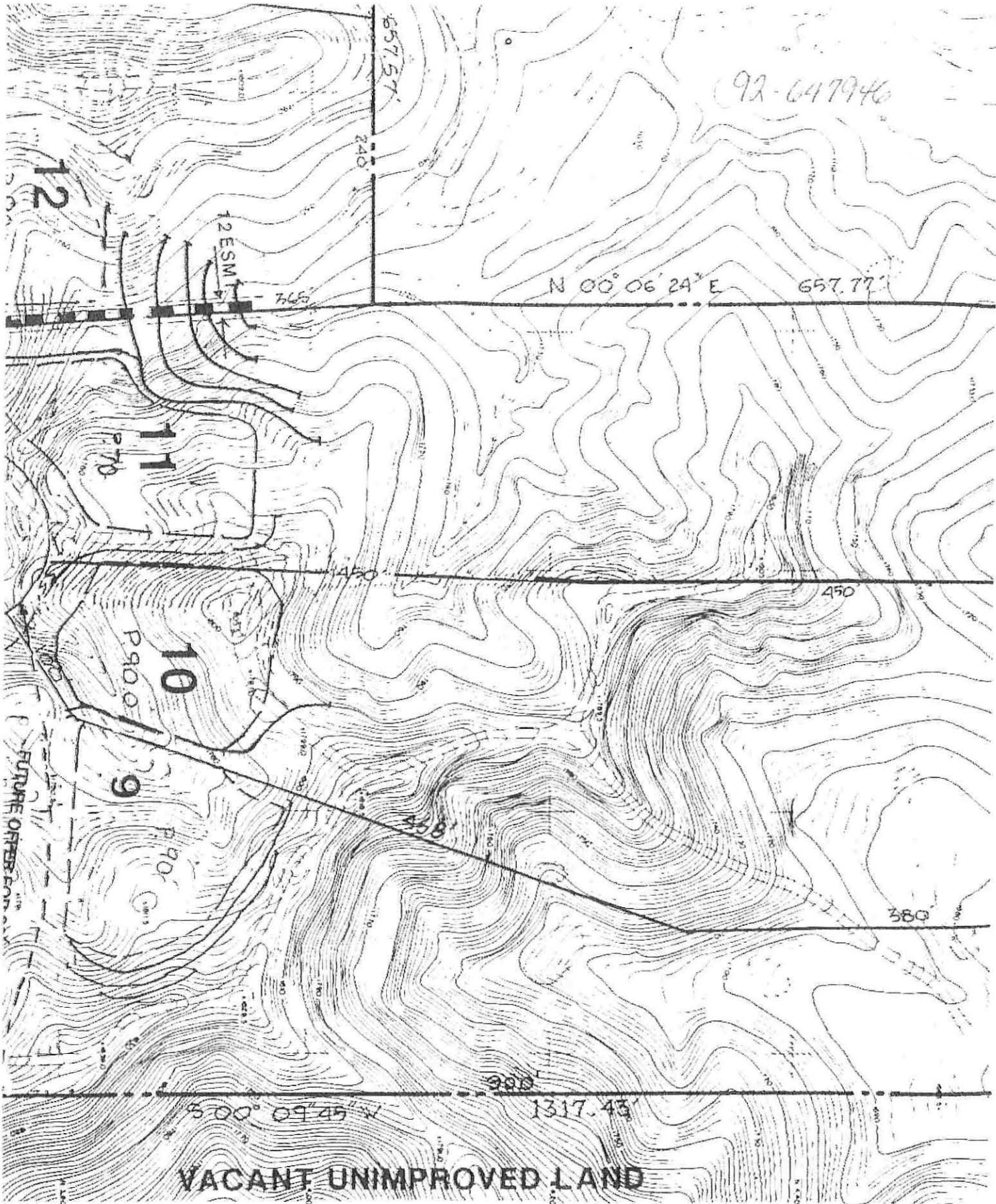


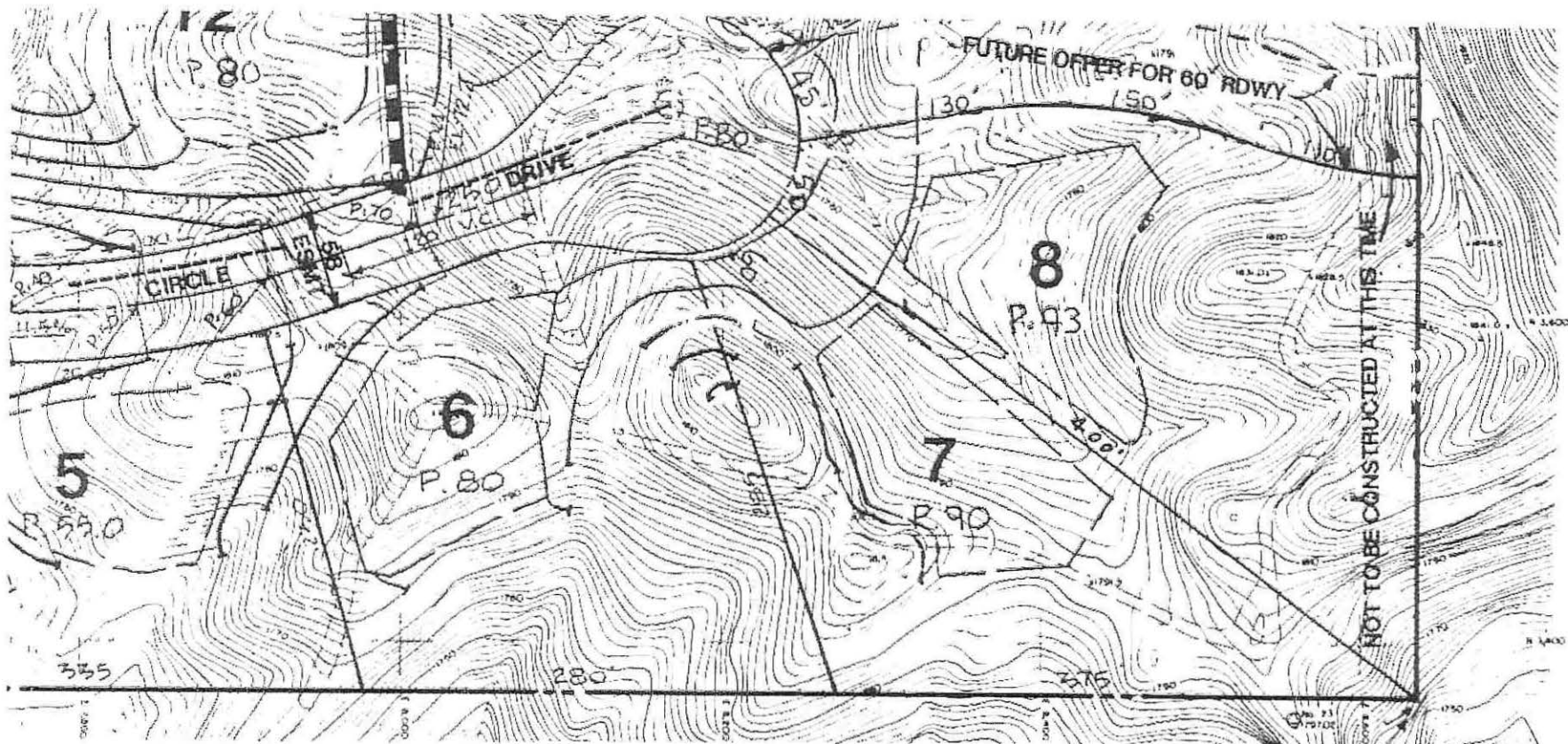
VICINITY MAP

PARCEL MAP #6280 A-1-1



92-647946





92- 647946

PACIFIC NEST DEVELOPMENT CORP., Sections 23 and 24 T4N R15W

SOUTH 1/4 CORNER, SEC. 24

Photo Date: 11-9-88

(C.A.S. No. 881401)

APPLICANTS

EDITH PALMER, CLEMENT AND PAULA COX

16093 WEST LIVE OAK SPRINGS

SANTA CLARITA, CA. 91351

805-252-2409

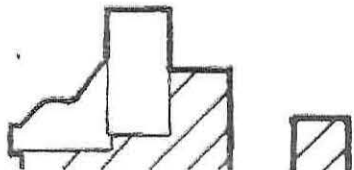
AERIAL PHOTOGRAPHY & TOPOGRAPHIC CONTOURS

Cooper Aerial Survey Co.

4621 North 16th Street

Phoenix, AZ. 85016

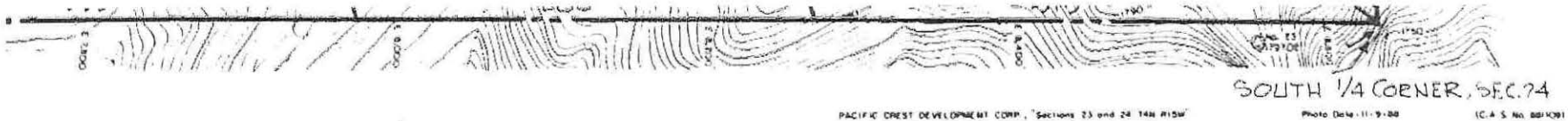
FLOWN 12/88



OWNER/APPLICANT/SUBDIVIDER

SAND CANYON ESTATES LTD.





APPLICANTS

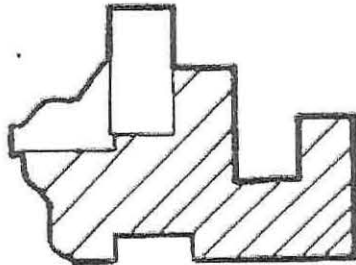
EDITH PALMER, CLEMENT AND PAULA COX

16093 WEST LIVE OAK SPRINGS

SANTA CLARITA, CA. 91351

805-252-2409

92-647946



AERIAL PHOTOGRAPHY & TOPOGRAPHIC CONTOURS

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4621 North 16th Street

Phoenix, AZ. 85016

FLOWN 12/88

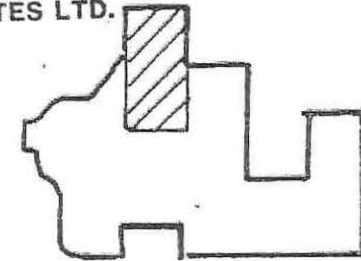
OWNER/APPLICANT/SUBDIVIDER

SAND CANYON ESTATES LTD.

18988 SOLEDAD CANYON RD.

SANTA CLARITA, CA. 91351

805-251-9990



DESCRIPTION	
9	DROP 5 LOTS, W. C. DRIVE GRADING, EQUEST TRAILS, ENTRY RD. J.P.
19	Prt. Eques Estms, Winners Circle
	Slope + PADS - Lots 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 21, 22, 31, 44, 45, 64, 66, 67, 68
	Vesting, WATER SPLIT LOT 4, Eliminate 32' Fire Access Easmt, Lot 8, 9, All Street Section



PACIFIC CREST ENGINEERING

A Division of P.C.D.

18988 Soledad Canyon Road
Santa Clarita, California 91351

(805) 251-9990

FAX (805) 251-0293

Section 5

CONCLUSION

The purpose of this document is two-fold:

Initially, I wanted to present the residential history of the 602 homes approved on and adjacent to the Sand Canyon Country Club. This history is significant on a number of levels.

First, context is useful. In this case, the City had repeatedly viewed the area on and adjacent to the Sand Canyon Country Club as a residential opportunity. Two of the three previous projects significantly increased the density and required amendments of both the City's Land Use Plan and the Sand Canyon Special Standards District.

Second, at no time has the City purchased or acquired a conservation easement over any portion of the property that comprises the Sand Canyon Country Club. As stated earlier, if the City wished to prohibit development, the acquisition of a conservation easement is the appropriate instrument.

Third, with the approval of the golf course, the City created a buffer to residential development and recreational amenity. To many this buffer area and recreational amenity is open space. The project will assure the continued economic vitality of this non-residential open space area and recreational amenity. The resort will need a zone change on less than one-ninth of the golf course property.

In addition to the residential history, it also seemed important to underscore the unique opportunity the project would play in assuring the continued vitality of this commercial recreation buffer area that adds so much to the Sand Canyon community. It is unique because the resort is not being sought by a multinational company with dozens of other properties around the world and headquarters in New York. It is being sought by my brother-in-law who loves the golf course and the surrounding community. It is not being run by proxy from a CEO's telephone, thousands of miles away. It is run by a man who knows everyone working at the golf course because he is constantly at the golf course. With this project, he presents a land use change that preserves the open space and character of this unique community, while providing an economically viable project.