# City of Loma Linda Official Report

Karen Gaio Hansberger, Mayor
Floyd Petersen, Mayor pro tempore
Robert Christman, Councilmember
Stan Brauer, Councilmember
Robert Ziprick, Councilmember

COUNCIL AGENDA: August 24, 2004

TO: City Council

VIA: Dennis R. Halloway, City Manager

FROM: Deborah Woldruff, Community Development Director

SUBJECT: GENERAL PLAN AMENDMENT (GP) NO. 04-01, ZONE CHANGE (ZC) NO. 04-01, TENTATIVE TRACT MAP 16730 (TT) NO. 04-01 & PRECISE PLAN OF DESIGN (PPD) NO. 04-03 – A REQUEST TO SUBDIVIDE 39.15 ACRES INTO 248 NEW SINGLE FAMILY LOTS WITH 21 LETTERED LOTS FOR PARKS AND OPEN SPACE. THE PROJECT IS LOCATED SOUTH OF MISSION ROAD, EAST OF THE PEPPER WAY AND THE EDISON EASEMENT AND WEST OF CALIFORNIA STREET.

## RECOMMENDATION

Staff recommends that the City Council make the following actions:

1. Adopt the Mitigated Negative Declaration (Attachment 1-A);
2. Approve and adopt General Plan Amendment No. 04-01 (Attachment 1-B) and Zone Change No. 04-01, based on the Findings;
3. Approve the Development Agreement (Attachment 1-C); and,
4. Approve Tentative Tract Map No. 16730 (Attachment 2) and Precise Plan of Design No. 04-03 based on the Findings, and subject to the attached Conditions of Approval (Attachment 1-E).

## SUMMARY OF REQUEST

The project is a request to subdivide a 39.15 - acre property for the purpose of developing 248 single-family detached residences, four large parks, eight pocket parks, and open space, which includes a trail system. The project requires a General Plan Amendment to change the General Plan designation from Mobile Home Subdivision to Mixed Use. The project area currently is not zoned, therefore the project includes a Zone Change to zone the project area Planned Community (PC). The project includes a Planned Community Document for the small lot subdivision proposal. The project also includes the Precise Plan of Design for the housing product and site design of the single-family residential lots and the related amenities of the project site. A development agreement between the City and the applicant is included as part of the project to

assist in the production of future affordable housing throughout the City. A detailed discussion of the existing setting for the project is contained in Section 1.1 of the Initial Study (Attachment 1-A)

## BACKGROUND

On July 26, 2004, the City Council continued this item in order to provide adequate discussion time for the project at the August 24, 2004 meeting. A copy of the July 26, 2004 staff report with attachments has been provided in Attachment 1.

The continuance also provided additional time for the applicant to modify the plans, after hearing discussion on Tentative Tract Map No. 16323 (Mission Lane). The Mission Lane project was approved at the July 26, 2004 City Council meeting. Since the July 26, 2004 meeting the applicant has removed 15 lots and created additional park and open space area. A large park and eight pocket parks have been added to the plan, which increases the total park and open space acreage from 5.32 to 6.45 acres. The density of the project is has been decreased from 6.7 to 6.3 dwelling units per acre. The applicant has been able to reduce the density but still provide park and open space amenities. However, the cost to the homeowner in terms of purchase price in house prices and Homeowner's Association (HOA) dues will increase (Attachment 2).

On the Tentative Tract Map, a modification to the project acreage has been noted. The original application submitted in February 2004, represented 37.59 acres. However, after completion of staff review, the Tentative Tract Map the acreage was corrected to reflect 39.15. This is the acreage presented and approved by the Planning Commission. The corrected acreage was not reflected in the previous project descriptions, but has been corrected as shown above. The number of proposed lots has also been modified in the project description.

In addition, a one-story plan has been provided for front loaded and alley loaded lots (see Attachment 3). This adds two more plans to the six two-story plans that were originally proposed. Three of the two story plans are front loaded and three are alley loaded. There are ten alternative plans including the two new, one-story plans, the six two-story plans, and the two Mission Road plans.

## CONCLUSION

All elements of project are consistent with the existing General Plan and appear to be consistent with the Draft Preferred Land Use Alternative prepared for the City's General Plan Update Project. The proposed Tentative Tract Map No. 16730 conforms to the City's Subdivision regulations and the "Planned Community" (PC) zoning standards. The proposed subdivision is sensitive to the historical significance of the area and compatible with the residential neighborhoods to the west. The granting of this General Plan Amendment, Zone Change and Tentative Tract Map and Precise Plan of Design would not be detrimental to the public welfare or injurious to the properties in the vicinity. The proposed house designs for the ten design types are tailored to the site and environment and will be compatible with the surrounding neighborhood. Approval of the Development Agreement will assist in the production of future affordable housing projects throughout the City.

The Mitigation Measures listed in the Initial Study (Attachment 1-A) will minimize the potential environmental impacts and are the responsibility of the subdivider. They have been made part of the Conditions of Approval (Attachment 1-E).

## ENVIRONMENTAL

On May 21, 2004, a Notice of Intent (NOI) to Adopt a Negative Declaration and Initial Study (Attachment A) were prepared and issued for the mandatory California Environmental Quality Act (CEQA) 20-day public review, which began on May 21, 2004 and ended on June 9, 2004. The Initial Study evaluates potential impacts to the environment and identifies appropriate mitigation measures. The potential impacts of the project can be mitigated to a level of insignificance and mitigation measures have been included as Conditions of Approval (Attachment E). Therefore, the project can be approved with a Mitigated Negative Declaration in accordance with the requirements of CEQA.

## FINANCIAL IMPACT

The amount of revenue that the project will bring to the City from Development Impact fees is currently estimated to be in excess of $ 864,986. In addition, the project will be subject to Plan Check fees, Building Permit fees, Grading Permit fees, and Fire Plan Check/Inspection fees.

The project site is located in a Redevelopment Project Area and as such, the project is required to provide affordable housing. The applicant and the City of Loma Linda will enter into a Development Agreement to assist in the production of future, affordable housing units throughout the City. An in lieu fee in the amount of $ 1,412,112 will be paid to the City as a requirement of the Development Agreement.

Respectfully Submitted,

Lori Lamson

Lori Lamson
Senior Planner

ATTACHMENTS

1. City Council Staff Report from 7-26-04 meeting
2. Revised Tentative Tract Map (TTM) No. 16730
3. One-story floor plans

*I:\Project Files\TTM16730\CC7-26-04sr.doc*

# Attachment 1-B

## Revised Council Bill #R-2004-24
## General Plan Amendment No. 04-01

## Revised Council Bill #O-2004-4
## Zone Change 04-01

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, AMENDING THE LAND USE ELEMENT OF THE ADOPTED GENERAL PLAN (GPA NO. 04-01)

WHEREAS, the City of Loma Linda has adopted a Land Use Element of the General Plan in accordance with State Planning and Zoning law; and

WHEREAS, the Applicant has requested a General Plan Amendment from Mobile Home Subdivision to a Mixed Use designation on the south side of Mission Road, east of Pepper Way and the Edison Easement and west of California Street for approximately 39.15 acres; and

WHEREAS, the General Plan Amendment request is accompanied by a Tentative Tract request to subdivide 39.15 acres into 248 single-family lots and 21 lettered lots for parks and open space; and

WHEREAS, the City Council finds that the General Plan Amendment would be consistent with general goals and objectives of the Land Use Element Policies and other elements of the General Plan, and would allow appropriate land uses for the subject site based on its location, topography and surrounding land uses and its compatibility with other portions of the Land Use Element in the vicinity; and

WHEREAS, the public hearings have been held as provided by law, and other formalities required by law for amending the General Plan have been met; and

WHEREAS, said amendment was reviewed by the Planning Commission at a duly noticed public hearing and approved with findings that said map amendment was compatible with adjacent land use designations in the General Plan; and

WHEREAS, the City Council has reviewed and adopted a Mitigated Negative Declaration of Impact based on a determination that potential impacts can be mitigated to a level of insignificance pursuant to conditions of approval;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda that the adopted land Use Element of the General Plan has hereinbefore been amended per Exhibit "A" attached hereto and made a part hereof, in the following manner:

> That area generally described as approximately 39.15 acres located on the south side of Mission Road, east of Pepper Way and the Southern California Edison Easement and west of California Street AMENDING THE GENERAL PLAN FROM MOBILE HOME SUBDIVISION TO MIXED USE.

BE IT FURTHER RESOLVED that those exhibits comprising the General Plan shall be amended to show the change in land use as above mentioned, and that the City Clerk shall maintain three copies of the amended General Plan available for loan to the public.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2004 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Karen Gaio Hansberger, Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOMA LINDA FROM UN-ZONED TO PLANNED COMMUNITY (PC) FOR THAT AREA ON THE SOUTH SIDE OF MISSION ROAD, EAST OF PEPPER WAY AND THE EDISON EASEMENT, WEST OF CALIFORNIA STREET (Zone Change 04-01)

**Section 1. Adoption of Ordinance:** The City Council of the City of Loma Linda, California, does hereby ordain as follows:

**Section 2. Statement of Intent:** It is the purpose of the Ordinance to amend various zoning designations in this City and adopt a revised Zoning Map.

**Section 3. Amendment of Zoning Designation:** The zoning of the City of Loma Linda is hereby amended to change the following described property within the City of Loma Linda from Un-zoned to Planned Community (PC) zoning per Exhibit "A" attached hereto and made a part hereof:

> That property generally described as approximately 39.15 acres lying on the south side of Mission Road, east of Pepper Way and the Southern California Edison Easement, Avenue and west of California Street.

**Section 4. Validity.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such holding or holdings shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

**Section 5. Posting.** Prior to the expiration of fifteen (15) days from its passage, the City Clerk shall cause this Ordinance to be posted pursuant to law in three (3) public places designated for such purpose by the City Council.

This Ordinance was introduced at the regular meeting of the City Council of the City of Loma Linda, California, held on the _____ day of July 2004, and was adopted on the _____ day of _____ 2004 by the following vote to wit:

Ayes:

Noes:

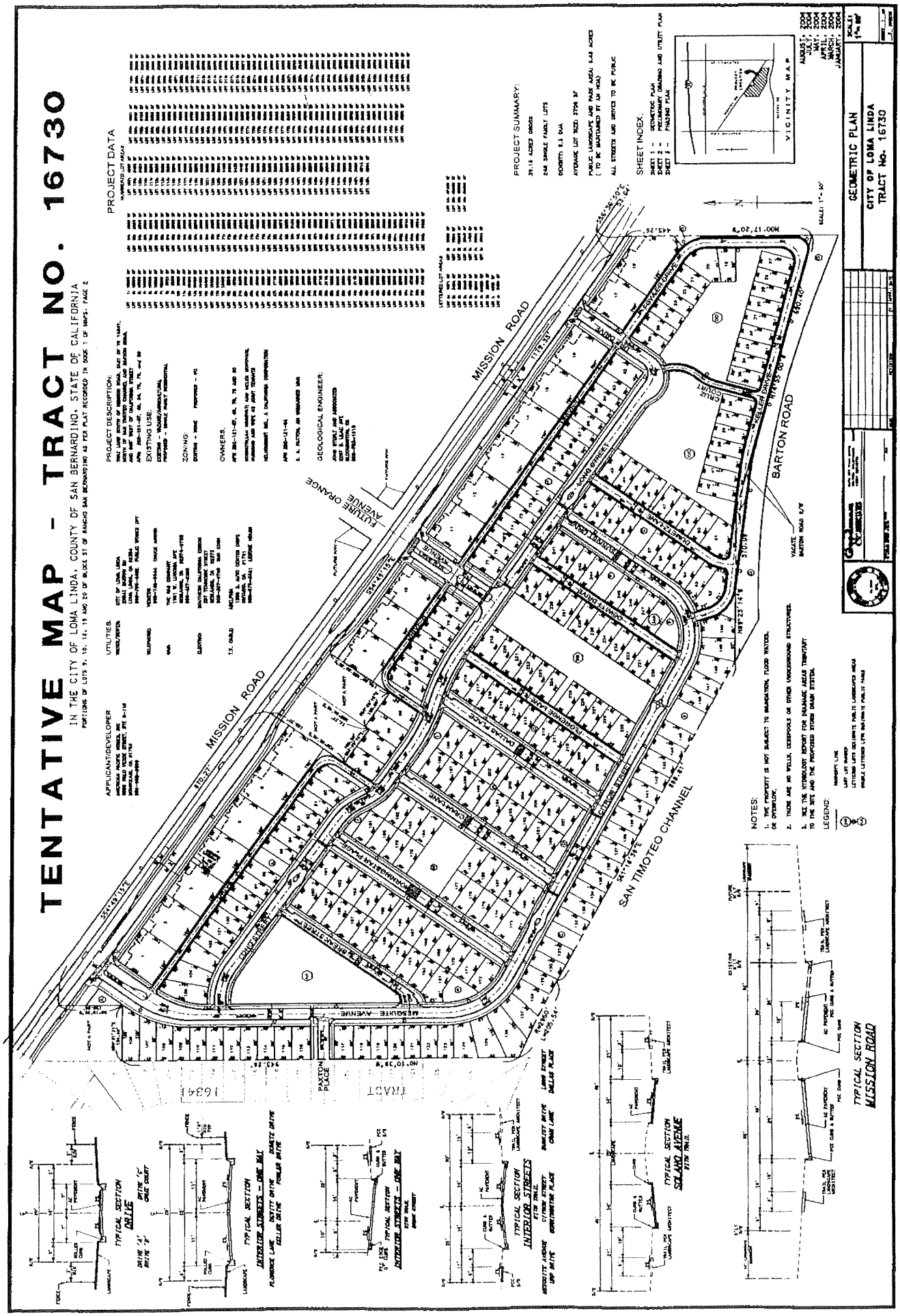
Abstain:

Absent:

_____
Karen Gaio Hansberger, Mayor

Attest:

_____
Pamela Byrnes-O'Camb, City Clerk


TENTATIVE MAP - TRACT NO. 16730
IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
PROJECT DATA
PROJECT DESCRIPTION:
EXISTING USE:
ZONING:
OWNERS:
GEOLOGICAL ENGINEER:
UTILITIES:
APPLICANT/DEVELOPER
PROJECT SUMMARY:
SHEET INDEX:
VICINITY MAP
GEOMETRIC PLAN
CITY OF LOMA LINDA
TRACT No. 16730
MISSION ROAD
FUTURE ORANGE AVENUE
BARTON ROAD
SAN TIMOTEO CHANNEL
MESQUITE AVENUE
BARTON PLACE
TRACT 16341
NOTES:
LEGEND:
TYPICAL SECTION DRIVE
TYPICAL SECTION INTERIOR STREETS
TYPICAL SECTION SOLANO AVENUE
TYPICAL SECTION MISSION ROAD

# Attachment 1-C

## Revised Council Bill #O-2004-5
## And Revised Development Agreement

RECORDING REQUEST BY, AND
WHEN RECORDED, MAIL TO:

City Clerk
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354

EXEMPT FROM FILING FEES. CAL. GOV'T CODE § 6103

(Space above this line for Recorder's use)

# DEVELOPMENT AGREEMENT

**BETWEEN**

**KEYSTONE PACIFIC, LLC**

**AND**

**THE CITY OF LOMA LINDA**

***(Pursuant to California Government Code Sections 65864 – 65869.5 and City of Loma Linda Ordinance No. ____)***

**September___, 2004**

**Tentative Tract No. 16730-TT**

**DEVELOPMENT AGREEMENT NO.**

This Development Agreement (hereinafter "**Agreement**") is entered into effective as of the date approved by the City of Loma (hereinafter the "**Effective Date**") by the **CITY OF LOMA LINDA** (hereinafter "**City**"), and **KEYSTONE PACIFIC, LLC,** a California Limited Liability Company (hereinafter "**Owner**"):

RECITALS

WHEREAS, Owner owns property located in the eastern part of the City consisting of the property generally located along Mission Road, west of California, in the City of Loma Linda, also referred to as A.P.N. 0292-121-37, 40, 64, 78 and 80, which property as combined (the "Property") consists of approximately 39.15 acres. The Property is described on **Exhibit "A"** attached and made a part of this Agreement by this reference; and

WHEREAS, Owner proposes to redevelop (or to cause to be redeveloped) the Property as a single family residential subdivision consisting of approximately two hundred forty-eight (248) houses (the "**Project**"); and

WHEREAS, the Project has received approval for a mitigated negative declaration, general plan amendment, zone change, and tentative tract map as well as a precise plan of design. Owner has applied to City for a subdivision map and this Agreement (the "**Entitlements**"); and

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

WHEREAS, Owner has requested City to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of City; and

WHEREAS, by electing to enter into this Agreement, City shall bind future City Councils of City by the obligations specified herein and limit the future exercise of certain governmental and proprietary powers of City; and

WHEREAS, the terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission and the City Council and have been found to be fair, just and reasonable; and

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

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

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the property subject to this Agreement, ensure progressive installation of necessary public and private improvements, provide for public services appropriate to the

development of Owner's development project, and generally serve the purposes for which development agreements under Sections 65864, et seq. of the Government Code are intended; and

WHEREAS, on _____, 2004, the Planning Commission of the City of Loma Linda (the "Planning Commission"), after giving notice pursuant to Government Code Sections 65854, 65854.5 and 65856, held a public hearing on Owner's application for this Agreement. On _____, 2004, the City Council of the City of Loma Linda (the "City Council"), after providing public notice as required by law, similarly held a public hearing to consider Owner's application for this Agreement; and

WHEREAS, the Planning Commission and the City Council have found that this Agreement and the Project contemplated hereby are consistent with the General Plan, the approved tentative map, related project approvals and all other applicable plans, rules, regulations and official policies of City; and

WHEREAS, in accordance with the requirements of CEQA (Public Resources Code Sections 21000 et seq., appropriate studies, analyses, reports or documents were prepared and considered by the Planning Commission and the City Council. After the Planning Commission and the City Council made appropriate findings, the City Council certified, by Minute Order No. LL-2004-____ adopted on _____, 2004, a Mitigated Negative Declaration (the "Environmental Clearance") for the Project in compliance with CEQA; and

WHEREAS, on _____, 2004, the City Council adopted Ordinance No. ____ approving this Agreement with Owner.

## COVENANTS

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

1. DEFINITIONS.

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

1.1.1 "Agreement" means this Development Agreement.

1.1.2 "City" means the City of Loma Linda, a political subdivision of the State of California.

1.1.3 "City Council" means the City Council of the City of Loma Linda.

1.1.4 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

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

(a) General plan;

(b) Tentative and final subdivision and parcel maps;

(c) Conditional use permits, variances, site plot plans;

(d) Zoning amendments;

(e) Grading and building permits;

(f) Street and utility improvement permits.

1.1.6 "Development Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Development Exaction" or "Exaction" shall not include City administrative, permit processing or other City-wide imposed development fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.

1.1.7 "Development Plan" means the Development Approvals and the Land Use Regulations applicable to development of the Property, including but not limited to the Environmental Clearance and Tentative Tract Map No. 16730-TT.

1.1.8 "Effective Date" means the date this Agreement is approved by the City.

1.1.9 "Existing Development Approvals" means all Development Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

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

(a) The conduct of businesses, professions, and occupations;

(b) Taxes and assessments;

(c) The control and abatement of nuisances;

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

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

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

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

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

1.1.15 "Property" means the real property described on **Exhibit "A"** to this Agreement and made a part herein by this reference.

1.1.16 "Subsequent Development Approvals" means all Development Approvals required subsequent to the Effective Date in connection with development of the Property.

1.1.17 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. Owner represents and covenants that it is the Owner of the fee simple title to the Property.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of seven (7) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

2.4 Assignment.

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

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

(b) Concurrent with any such sale, transfer or assignment, or within fifteen (15) business days thereafter, Owner shall notify City, in writing, of such sale, transfer or assignment and shall provide City with an executed agreement, in a form reasonably acceptable to City, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties and obligations of Owner under this Agreement which apply to the Property in whole or in part being sold, transferred or assigned.

2.4.2 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one year) of any lot which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and shall no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of all of the following conditions:

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

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

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868.

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

(a) Expiration of the stated term of this Agreement as set forth in Section 2.3.

(b) Completion of a referendum proceeding or entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

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

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property prior to the Entitlements approved in connection with this Agreement. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination.

2.7 Notices.

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

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

If to City:

City of Loma Linda
Attn: City Clerk
25541 Barton Road
Loma Linda, CA 92354
Facsimile: (909) 799-2890

With copies to:

Stradling Yocca Carlson & Rauth
Attention: Mark J. Huebsch, Esq.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Facsimile: (949) 725-4100

and

Director of the Community Development Department
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
Facsimile: (909) 799-2890

If to Owner:

Keystone Pacific, LLC
Attn: John Snell
4959 Palo Verde Street, Suite B110
Montclair, CA 91763
Facsimile: (909) 988-5122
Telephone: (909) 988-9000

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Right to Develop. Subject to the terms of this Agreement including the Reservations of Authority, Owner shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The City shall issue all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan and consistent with the Entitlements. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation of dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Subsequent Development Approvals. This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with the Development Plan, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulations not in conflict with the Development Plan.

3.3 Timing of Development. The parties acknowledge that Owner cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo (1984) 37 Cal. 3d 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 cure that deficiency by acknowledging and providing that Owner shall have the right to develop the Property in such order and at such rate and at such time as Owner deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Development Plan.

3.4 [Intentionally Omitted.]

3.5 Changes and Amendments. The parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Development Approvals. In the event Owner finds that a change in the Existing Development Approvals is necessary or appropriate, Owner shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Development Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

(a) Alter the permitted uses of the Property as a whole; or

(b) Increase the density or intensity of use of the Property as a whole; or

(c) Increase the maximum height and size of permitted buildings; or

(d) Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

(e) Constitute a project requiring a subsequent or environmental impact report pursuant to Section 21166 of the Public Resources Code.

(f) [Installation of Communications Facilities. To Come]

3.6 Reservations of Authority.

3.6.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the development of the Property.

(a) Processing fees and charges imposed by City to cover the estimated actual costs to City of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted and amended by the City of Loma Linda.

(d) Regulations which may be in conflict with the Development Plan but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide Owner with the rights and assurances provided under this Agreement.

(e) Regulations which are not in conflict with the Development Plan. Any regulation, whether adopted by initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the Development of the Property.

3.6.2 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.7 Referenda and Moratorium. It is the express intent of City and Owner that as of the date of this Agreement, this Agreement is a legally binding contract which shall, to the extent permitted by law, prevail over the provisions of any subsequently enacted moratorium, statute, ordinance, limitation or other measure, whether or not enacted by City, or by voter initiative or referendum, and whether or not such initiative, moratorium, referendum, statute, ordinance, limitation or other measure relates, in whole or in part, to the rate, timing, sequencing or phasing of

the development or construction of all or part of the Project or the Development Plan or affects Development Approvals which are issued by City.

In the event any initiative, moratorium, referendum, statute, ordinance, limitation or other measure is enacted subsequent to the Effective Date that would otherwise modify the development rights vested pursuant to this Agreement, Owner reserves the right to challenge any such enactment in a court of law should it become necessary to protect the development rights vested in Owner pursuant to the terms and conditions of this Agreement. Should any initiative or referendum be enacted which would preclude or make not feasible construction of all or any part of the Project, and should such enactment be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Agreement, Owner shall have no recourse against City for any damage Owner might sustain as a result thereof so long as the City did not participate in nor support any such initiative or referendum, except City shall provide for and timely implement an equitable program to reimburse Owner for unused fees and for an equitable reimbursement for Public Improvements or fees theretofore made but not required by the extent of development as of the date of the enactment.

3.8 Exactions. All further applications for Development Approvals contemplated by this Agreement, or made in connection with the development, construction, use or operation of the Project hereunder, shall be processed in accordance with the Existing Rules and the standards, terms and conditions of this Agreement, except that (a) City shall not impose thereunder any further Exactions other than those called for under the Existing Approvals and/or as permitted under the provisions of this Agreement, and (b) such applications and Development Approvals thereunder shall not result in the imposition upon Owner of any additional requirements, other than those already imposed pursuant to the Development Approvals, or otherwise permitted under the provisions of this Agreement.

3.9 Tentative Subdivision Map Extension. Tentative subdivision map(s), heretofore or hereafter approved in connection with development of the Property, shall be granted an extension of time for up to the seven (7) year term of this Agreement.

3.10 City Fees.

3.10.1 Payment of Fees. Owner shall pay all City administrative, permit processing and other city-wide imposed development fees in accordance with the master City Fees Schedule in effect at the time fees are paid.

4. PUBLIC BENEFITS.

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

4.2 Development Agreement Fee. Owner agrees to pay to City in connection with each residential dwelling built within the Project the corresponding amounts as set forth in **Exhibit "C"**, including escalation, as a Development Agreement Fee; Exhibit "C" is attached and made a part of

this Agreement by this reference ("Development Agreement Fee Schedule"). The Development Agreement Fee shall be paid, on a per-unit basis as shown at Exhibit "C", within two (2) business days after final building inspection or if certificate(s) of occupancy are issued, then concurrent with issuance of such certificate(s).

4.3 Street Names. All streets and public facilities located in the Development shall require approval by the City Department of Community Development.

5. REVIEW FOR COMPLIANCE.

5.1 Periodic Review. The Director of the Community Development Department shall review this Agreement on or before the first anniversary of the Effective Date, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. Owner shall submit a Monitoring Report, in a form acceptable to the Director of the Community Development Department, within thirty (30) days after written notice from the Director of the Community Development Department.

5.2 Procedure.

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

(b) Upon completion of a periodic review, the Director of the Community Development Department shall submit a report to the City Council setting forth the evidence concerning good faith compliance by Owner with the terms of this Agreement and his or her recommended finding on that issue.

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

(d) If the City Council makes a preliminary finding that Owner has not complied in good faith with the terms and conditions of this Agreement, the City Council may modify or terminate this Agreement as provided in Section 5.3 and Section 5.4. Notice of default as provided under Section 6.3(b) of this Agreement shall be given to Owner prior to or concurrent with, proceedings under Section 5.3 and Section 5.4 or Section 6.5.

5.3 Proceedings Upon Modifications or Termination. If, upon a finding under Section 6.2, City determines to proceed with modification or termination of this Agreement, City shall give written notice to Owner of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing; and

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

(c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

5.4 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, Owner shall be given an opportunity to be heard. Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

5.5 Certificate of Agreement Compliance. If, at the conclusion of a Periodic Review, Owner is found to be in compliance with this Agreement, City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("Certificate") to Owner stating that after the most recent Periodic Review and based upon the information known or made to the Director of the Community Development Department and the City Council that (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Owner may record the Certificate with the County Recorder.

6. DEFAULT AND REMEDIES.

6.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any party to it notwithstanding a change in the applicable general or specific plan, zoning, subdivision, or building regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Development Plan.

6.2 Events of Default. A party to this Agreement is in default under this Agreement upon the happening of one or more of the following events or conditions:

(a) If a warranty, representation or statement made or furnished by Owner to City or City to Owner is false or proves to have been false in any material respect when it was made;

(b) A finding and determination by City or Owner that upon the basis of substantial evidence the City or Owner has not complied in good faith with one or more of the terms or conditions of this Agreement.

6.3 Procedure Upon Default.

(a) Upon the occurrence of an event of default, the non-defaulting party may terminate or modify this Agreement in accordance with the procedures set fort in Subsection 6.3(b) below.

(b) The party claiming default shall provide written notice to the other party specifying the event of default and the steps the other party must take to cure the default. If, within thirty (30) days after the effective date of such notice, the other party does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then the other party shall be deemed to be in default under the terms of this Agreement.

(c) All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing development agreements are available to the parties to pursue in the event there is a breach.

6.4 Owner's Default. In the event of any default by Owner, in addition to any other remedies which may be available to City, whether legal or equitable, City shall be entitled to retain any fees, grants, dedications or improvements to public property which it may have received prior to Owner's default without recourse from Owner or its successors or assigns.

6.5 Indemnity. Owner shall indemnify and hold City, its officers, agents and employees and independent contractors free and harmless from any claims or liability based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (Owner's employees included) or any other element or damage of any kind or nature, relating to or in any way connected with or arising from the activities provided in this Agreement. Owner shall defend, at its expense, including payment of attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City may in its discretion participate in the defense of any such legal action.

6.6 Environmental Indemnity. Owner shall defend, indemnify and hold City, its officers, agents, employees, and independent contractors free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Owner acquired the Property pursuant to real property purchase and sales agreements entered into with Nosratollah Morovati, et al., and R.H. Paxton (collectively, the "**Purchase Agreements**"). To the extent that Owner is or may be entitled to defense or indemnification from one or more of the Prior Owners in connection with the presence of any such Hazardous Substances on the Property as provided in one or more of the Purchase Agreements, Owner shall assert any such defenses or indemnification rights on behalf of City, its officers, agents, employees, and independent contractors, or assign such rights to City, at City's option. However, Owner's obligation to defend, indemnify and hold harmless City and its officers, employees, agents or independent contractors from any claims or liability in connection with or arising from the presence of any Hazardous Substance on the Property or any portion thereof shall not be in any way limited or eliminated by the terms of the Purchase Agreements, and Owner's

obligation hereunder shall survive the termination of this Development Agreement, no matter how caused. Notwithstanding anything herein to the contrary, Owner shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by Owner to have been first brought onto the Property subsequent to the sale by the Owner of the Property, or the affected portions thereof.

7. MORTGAGEE PROTECTION.

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

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

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

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

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have any obligation or duty under this Agreement to perform any of Owner's obligations or other affirmative covenants of Owner hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by Owner is a condition precedent to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.4 of this Agreement.

8. MISCELLANEOUS PROVISIONS.

8.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Section 65868.5 of the Government Code.

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

8.3 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions of Development of the Property set forth in Section 3 and the Public Benefits set forth in Section 4 of this Agreement, including the payment of the fees set forth therein, are essential elements of this Agreement and City and Owner would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

8.4 Interpretation and Governing 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 by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

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

8.6 Singular and Plural. As used herein, the singular of any word includes the plural.

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

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

8.9 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.

8.10 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the terms of this Agreement shall not be extended tinder any circumstances for more than two (2) years as a result of any such force majeure event.

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

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

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

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

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

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

8.17 Authority to Execute. The person(s) executing this Agreement on behalf of Owner warrants and represents that he, she or they has/have the authority to execute this Agreement on behalf of his, her or their corporation, partnership or business entity and warrants and represents that he, she or they has/have the authority to bind Owner to the performance of its obligations hereunder.

8.18 Cooperation. City agrees that it shall accept for processing and promptly take action on all applications, provided they are in a proper form and acceptable for required processing, for discretionary permits, tract or parcel maps, or other land use entitlements for development of the Project in accordance with the provisions of this Agreement. City shall cooperate with Owner in providing expeditious review of any such applications, permits or land use entitlements and, upon request and payment of any costs and/or extra fees associated therewith by Owner, City shall assign such review to Project planner(s), building inspector(s), other staff personnel and/or contract planning or engineering consultants as required to insure the expeditious review, processing and completion of the Project.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date as described above.

**"CITY"**

THE CITY OF LOMA LINDA, a municipal corporation of the State of California

By: _____
Mayor

ATTEST:

_____
Pamela Byrnes-O'Camb, City Clerk

APPROVED AS TO FORM:

_____
Stradling Yocca Carlson & Rauth
By: Mark J. Huebsch, Esq.

**"OWNER"**

KEYSTONE PACIFIC, LLC a California Limited Liability Company

By: Apex Holdings, LLC, a Delaware Limited Liability Company, Managing Member

By: _____
Its: Alex S. Xu, Managing Member

*ALL SIGNATURES ARE TO BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC*

STATE OF CALIFORNIA )
) ss.
COUNTY OF _____ )

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

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 Of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

### DESCRIPTION OF ATTACHED DOCUMENT

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

STATE OF CALIFORNIA )
) ss.
COUNTY OF _____ )

On _____, before me, _____, Notary Public,
(Print Name of Notary Public)

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 Of Notary

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**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title Or Type Of Document

_____
Number Of Pages

_____
Date Of Documents

_____
Signer(s) Other Than Named Above

# EXHIBIT "A"

## DESCRIPTION OF PROPERTY

Assessor's Parcel Nos.: 0292-121-37, 40, 64, 78 and 80.

# EXHIBIT "B"

## LAND USE MAP

## EXHIBIT "C"

## DEVELOPMENT AGREEMENT FEE SCHEDULE[1]

| Number of bedrooms | Per unit affordable payment fee[2] |
|---|---|
| 1-4 br | $5,694 |
| 5 br | $6,887 |
| 6 br | $8,418 |
| 7 or more br | $9,107 |

[1] All amounts set forth shall increase three percent (3%) as of the first anniversary of the Effective Date and each anniversary thereafter.

[2] Amounts shown are based upon 248-unit development. If the number of units is modified, higher per unit fees may apply based upon a schedule maintained by the City on file with the City Clerk.

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EXHIBIT A Description of Property ..... A-1
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EXHIBIT C Development Agreement Fee Schedule ..... C-1

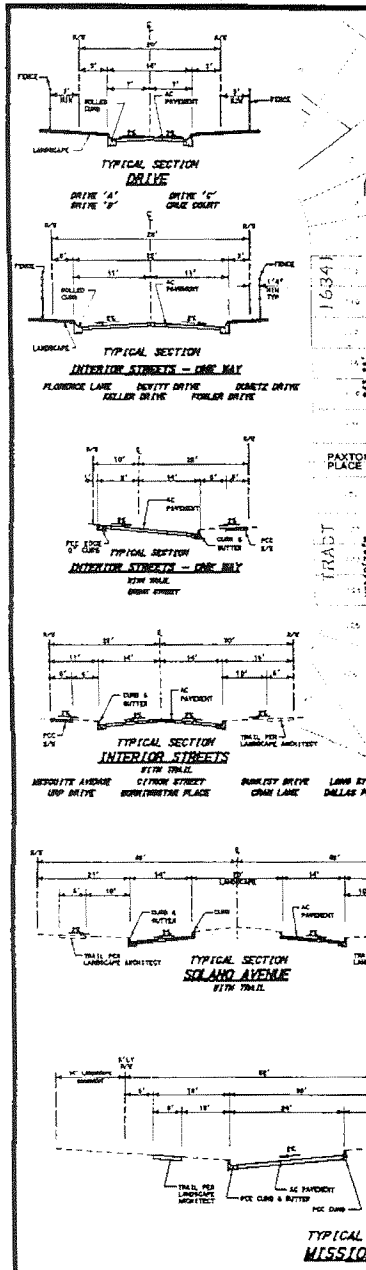
# Attachment 2

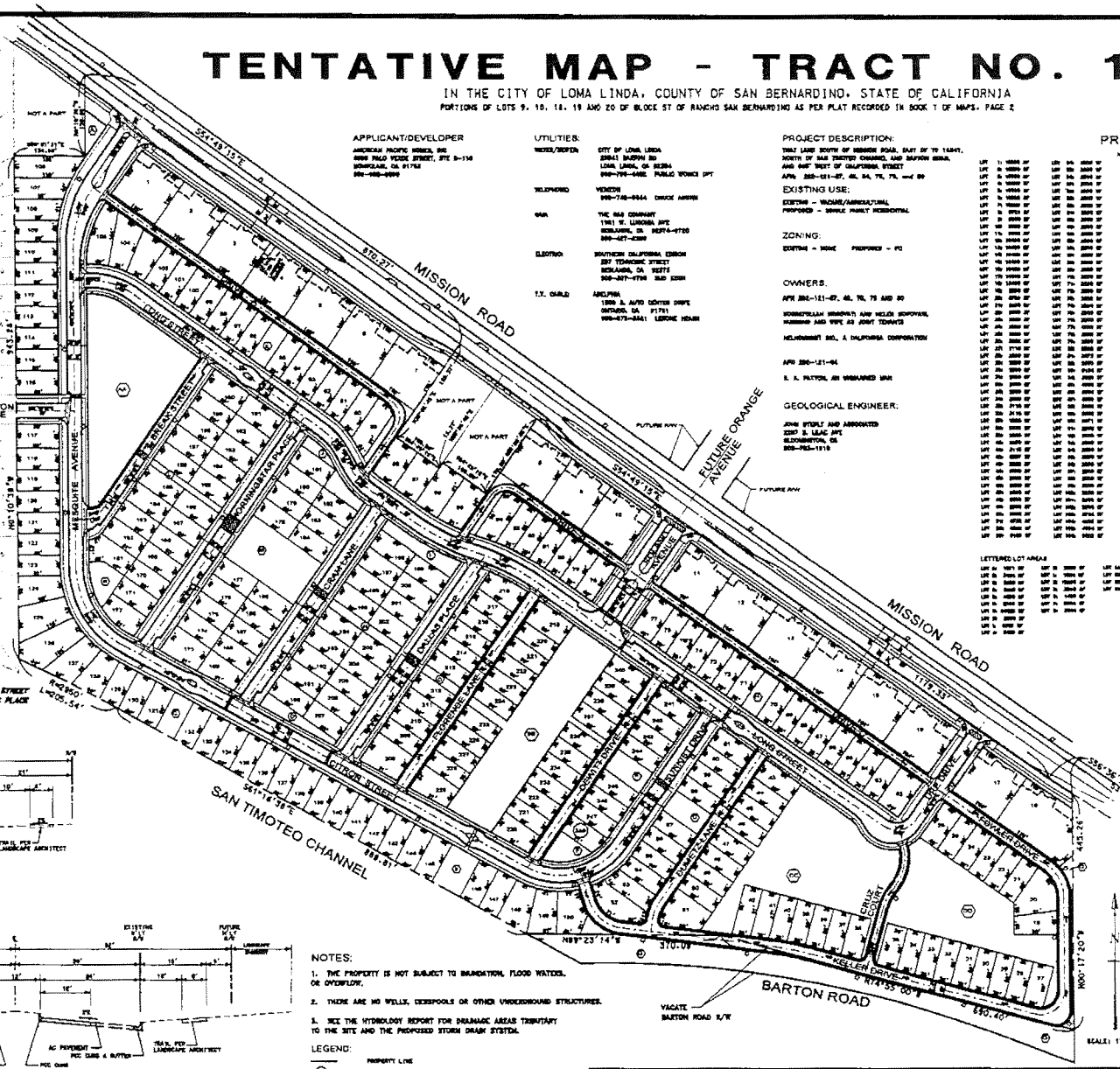
## Revised Tentative Tract Map 16730

# TENTATIVE MAP - TRACT NO. 16730

IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PORTIONS OF LOTS 9, 10, 18, 19 AND 20 OF BLOCK 57 OF RANCHO SAN BERNARDINO AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2




APPLICANT/DEVELOPER

AMERICAN PACIFIC HOMES, INC.
8888 PALO VERDE STREET, STE 5-150
HONOLULU, CA 91762
808-[illegible]-8888

UTILITIES:

WATER/SEWER: CITY OF LOMA LINDA
25541 BARTON RD
LOMA LINDA, CA 92354
909-799-5400 PUBLIC WORKS DPT

TELEPHONE: VERIZON
909-748-9944 DAVID ARNOW

GAS: THE GAS COMPANY
1981 W. LUGONIA AVE
REDLANDS, CA 92374-9720
800-427-2200

ELECTRIC: SOUTHERN CALIFORNIA EDISON
257 TEMPERANCE STREET
REDLANDS, CA 92373
909-307-7700 BUD EDSON

T.V. CABLE: ADELPHIA
1300 S. AUTO CENTER DRIVE
ONTARIO, CA 91761
909-673-8441 LORENE HENSON

PROJECT DESCRIPTION:

THAT LAND SOUTH OF MISSION ROAD, EAST OF TR 14847, NORTH OF SAN TIMOTEO CHANNEL, AND BARTON ROAD, AND WEST OF CALIFORNIA STREET

APN: 280-121-07, 08, 04, 75, 76, and 80

EXISTING USE:

EXISTING - VACANT/AGRICULTURAL
PROPOSED - SINGLE FAMILY RESIDENTIAL

ZONING:

EXISTING - RDMS PROPOSED - PD

OWNERS:

APN 280-121-07, 08, 76, 75 AND 80

KENNETH/LAURA MINNEMAN AND HELEN SOPOVAN, HUSBAND AND WIFE AS JOINT TENANTS

HELMSMART INC., A CALIFORNIA CORPORATION

APN 280-121-04

E. A. PATTON, AN UNMARRIED MAN

GEOLOGICAL ENGINEER:

JOHN STOLPE AND ASSOCIATES
2207 S. LILAC AVE
BLOOMINGTON, CA
909-763-1318

PROJECT DATA

NUMBERED LOT AREAS:

| | | | |
|---|---|---|---|
| LOT 1 [illegible] SF | LOT 51 [illegible] SF | LOT 101 [illegible] SF | LOT 151 [illegible] SF |
| LOT 2 [illegible] SF | LOT 52 [illegible] SF | LOT 102 [illegible] SF | LOT 152 [illegible] SF |
| LOT 3 [illegible] SF | LOT 53 [illegible] SF | LOT 103 [illegible] SF | LOT 153 [illegible] SF |
| LOT 4 [illegible] SF | LOT 54 [illegible] SF | LOT 104 [illegible] SF | LOT 154 [illegible] SF |
| LOT 5 [illegible] SF | LOT 55 [illegible] SF | LOT 105 [illegible] SF | LOT 155 [illegible] SF |
| LOT 6 [illegible] SF | LOT 56 [illegible] SF | LOT 106 [illegible] SF | LOT 156 [illegible] SF |
| LOT 7 [illegible] SF | LOT 57 [illegible] SF | LOT 107 [illegible] SF | LOT 157 [illegible] SF |
| LOT 8 [illegible] SF | LOT 58 [illegible] SF | LOT 108 [illegible] SF | LOT 158 [illegible] SF |
| LOT 9 [illegible] SF | LOT 59 [illegible] SF | LOT 109 [illegible] SF | LOT 159 [illegible] SF |
| LOT 10 [illegible] SF | LOT 60 [illegible] SF | LOT 110 [illegible] SF | LOT 160 [illegible] SF |
| LOT 11 [illegible] SF | LOT 61 [illegible] SF | LOT 111 [illegible] SF | LOT 161 [illegible] SF |
| LOT 12 [illegible] SF | LOT 62 [illegible] SF | LOT 112 [illegible] SF | LOT 162 [illegible] SF |
| LOT 13 [illegible] SF | LOT 63 [illegible] SF | LOT 113 [illegible] SF | LOT 163 [illegible] SF |
| LOT 14 [illegible] SF | LOT 64 [illegible] SF | LOT 114 [illegible] SF | LOT 164 [illegible] SF |
| LOT 15 [illegible] SF | LOT 65 [illegible] SF | LOT 115 [illegible] SF | LOT 165 [illegible] SF |
| LOT 16 [illegible] SF | LOT 66 [illegible] SF | LOT 116 [illegible] SF | LOT 166 [illegible] SF |
| LOT 17 [illegible] SF | LOT 67 [illegible] SF | LOT 117 [illegible] SF | LOT 167 [illegible] SF |
| LOT 18 [illegible] SF | LOT 68 [illegible] SF | LOT 118 [illegible] SF | LOT 168 [illegible] SF |
| LOT 19 [illegible] SF | LOT 69 [illegible] SF | LOT 119 [illegible] SF | LOT 169 [illegible] SF |
| LOT 20 [illegible] SF | LOT 70 [illegible] SF | LOT 120 [illegible] SF | LOT 170 [illegible] SF |
| LOT 21 [illegible] SF | LOT 71 [illegible] SF | LOT 121 [illegible] SF | LOT 171 [illegible] SF |
| LOT 22 [illegible] SF | LOT 72 [illegible] SF | LOT 122 [illegible] SF | LOT 172 [illegible] SF |
| LOT 23 [illegible] SF | LOT 73 [illegible] SF | LOT 123 [illegible] SF | LOT 173 [illegible] SF |
| LOT 24 [illegible] SF | LOT 74 [illegible] SF | LOT 124 [illegible] SF | LOT 174 [illegible] SF |
| LOT 25 [illegible] SF | LOT 75 [illegible] SF | LOT 125 [illegible] SF | LOT 175 [illegible] SF |
| LOT 26 [illegible] SF | LOT 76 [illegible] SF | LOT 126 [illegible] SF | LOT 176 [illegible] SF |
| LOT 27 [illegible] SF | LOT 77 [illegible] SF | LOT 127 [illegible] SF | LOT 177 [illegible] SF |
| LOT 28 [illegible] SF | LOT 78 [illegible] SF | LOT 128 [illegible] SF | LOT 178 [illegible] SF |
| LOT 29 [illegible] SF | LOT 79 [illegible] SF | LOT 129 [illegible] SF | LOT 179 [illegible] SF |
| LOT 30 [illegible] SF | LOT 80 [illegible] SF | LOT 130 [illegible] SF | LOT 180 [illegible] SF |
| LOT 31 [illegible] SF | LOT 81 [illegible] SF | LOT 131 [illegible] SF | LOT 181 [illegible] SF |
| LOT 32 [illegible] SF | LOT 82 [illegible] SF | LOT 132 [illegible] SF | LOT 182 [illegible] SF |
| LOT 33 [illegible] SF | LOT 83 [illegible] SF | LOT 133 [illegible] SF | LOT 183 [illegible] SF |
| LOT 34 [illegible] SF | LOT 84 [illegible] SF | LOT 134 [illegible] SF | LOT 184 [illegible] SF |
| LOT 35 [illegible] SF | LOT 85 [illegible] SF | LOT 135 [illegible] SF | LOT 185 [illegible] SF |
| LOT 36 [illegible] SF | LOT 86 [illegible] SF | LOT 136 [illegible] SF | LOT 186 [illegible] SF |
| LOT 37 [illegible] SF | LOT 87 [illegible] SF | LOT 137 [illegible] SF | LOT 187 [illegible] SF |
| LOT 38 [illegible] SF | LOT 88 [illegible] SF | LOT 138 [illegible] SF | LOT 188 [illegible] SF |
| LOT 39 [illegible] SF | LOT 89 [illegible] SF | LOT 139 [illegible] SF | LOT 189 [illegible] SF |
| LOT 40 [illegible] SF | LOT 90 [illegible] SF | LOT 140 [illegible] SF | LOT 190 [illegible] SF |
| LOT 41 [illegible] SF | LOT 91 [illegible] SF | LOT 141 [illegible] SF | LOT 191 [illegible] SF |
| LOT 42 [illegible] SF | LOT 92 [illegible] SF | LOT 142 [illegible] SF | LOT 192 [illegible] SF |
| LOT 43 [illegible] SF | LOT 93 [illegible] SF | LOT 143 [illegible] SF | LOT 193 [illegible] SF |
| LOT 44 [illegible] SF | LOT 94 [illegible] SF | LOT 144 [illegible] SF | LOT 194 [illegible] SF |
| LOT 45 [illegible] SF | LOT 95 [illegible] SF | LOT 145 [illegible] SF | LOT 195 [illegible] SF |
| LOT 46 [illegible] SF | LOT 96 [illegible] SF | LOT 146 [illegible] SF | LOT 196 [illegible] SF |
| LOT 47 [illegible] SF | LOT 97 [illegible] SF | LOT 147 [illegible] SF | LOT 197 [illegible] SF |
| LOT 48 [illegible] SF | LOT 98 [illegible] SF | LOT 148 [illegible] SF | LOT 198 [illegible] SF |
| LOT 49 [illegible] SF | LOT 99 [illegible] SF | LOT 149 [illegible] SF | LOT 199 [illegible] SF |
| LOT 50 [illegible] SF | LOT 100 [illegible] SF | LOT 150 [illegible] SF | LOT 200 [illegible] SF |

LETTERED LOT AREAS:

| | | |
|---|---|---|
| LOT A [illegible] SF | LOT G [illegible] SF | LOT M [illegible] SF |
| LOT B [illegible] SF | LOT H [illegible] SF | LOT N [illegible] SF |
| LOT C [illegible] SF | LOT I [illegible] SF | LOT O [illegible] SF |
| LOT D [illegible] SF | LOT J [illegible] SF | LOT P [illegible] SF |
| LOT E [illegible] SF | LOT K [illegible] SF | LOT Q [illegible] SF |
| LOT F [illegible] SF | LOT L [illegible] SF | |

PROJECT SUMMARY:

39.13 ACRES GROSS

248 SINGLE FAMILY LOTS

DENSITY: 6.3 DUA

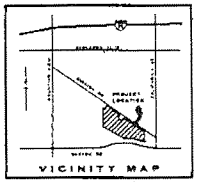
AVERAGE LOT SIZE: 5706 SF

PUBLIC LANDSCAPE AND PARK AREA: 5.48 ACRES
( TO BE MAINTAINED BY AN HOA)

ALL STREETS AND DRIVES TO BE PUBLIC

SHEET INDEX:

SHEET 1 - GEOMETRIC PLAN
SHEET 2 - PRELIMINARY GRADING AND UTILITY PLAN
SHEET 3 - PHASING PLAN




NOTES:

1. THE PROPERTY IS NOT SUBJECT TO INUNDATION, FLOOD WATERS, OR OVERFLOW.
2. THERE ARE NO WELLS, CESSPOOLS OR OTHER UNDERGROUND STRUCTURES.
3. SEE THE HYDROLOGY REPORT FOR DRAINAGE AREAS TRIBUTARY TO THE SITE AND THE PROPOSED STORM DRAIN SYSTEM.

LEGEND:

PROPERTY LINE
LAST LOT NUMBER
LETTERED LOTS DESIGNATE PUBLIC LANDSCAPED AREAS
DOUBLE LETTERED LOTS DESIGNATE PUBLIC PARKS

AUGUST, 2004
JULY, 2004
MAY, 2004
APRIL, 2004
MARCH, 2004
JANUARY, 2004

Goodman Associates

GEOMETRIC PLAN

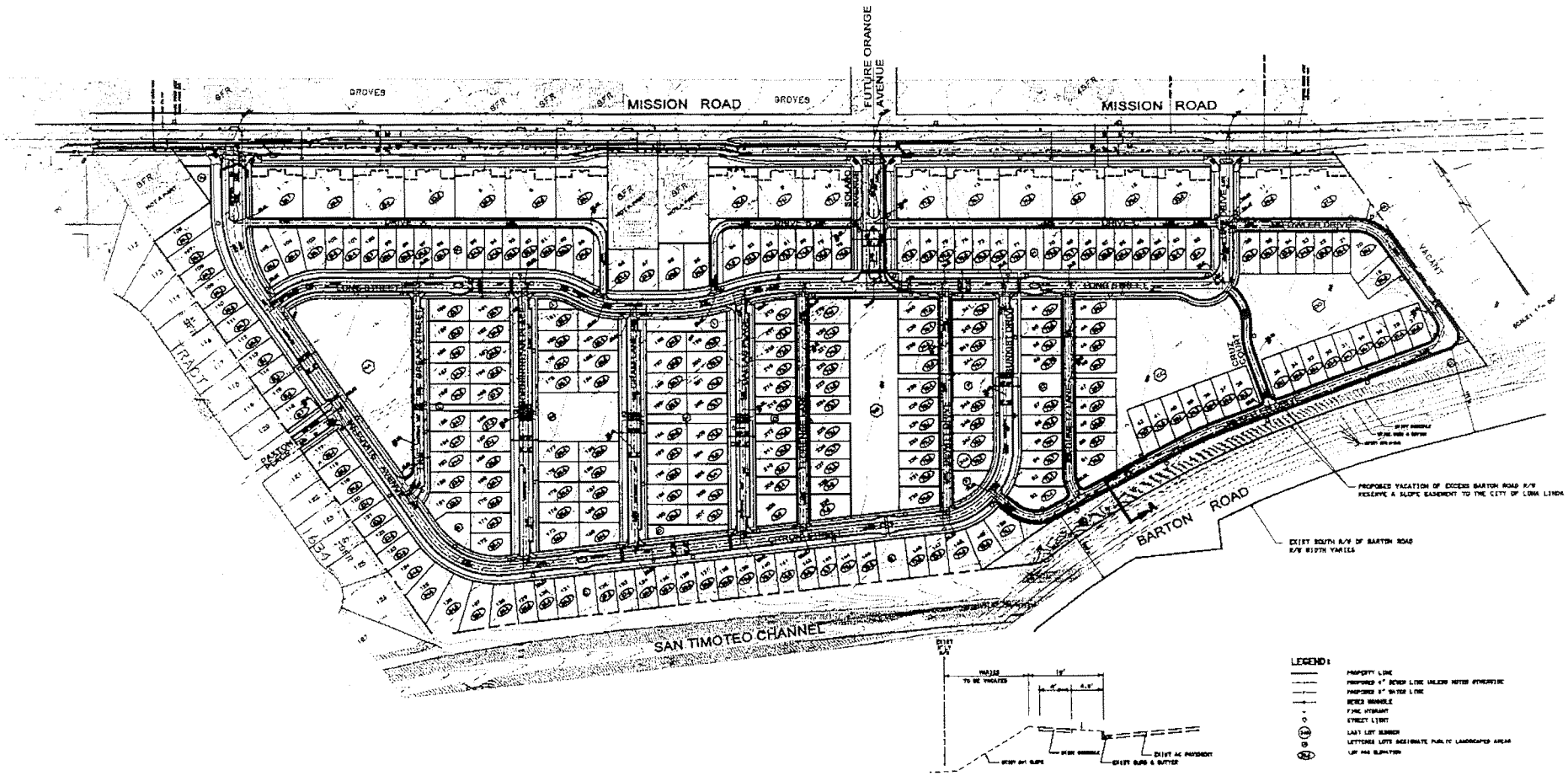
CITY OF LOMA LINDA
TRACT No. 16730

SCALE: 1" = 60'

# PRELIMINARY GRADING AND UTILITY EXHIBIT
# TENTATIVE MAP - TRACT NO. 16730

IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PORTIONS OF LOTS 9, 10, 19, 19 AND 20 OF BLOCK 57 OF RANCHO SAN BERNARDINO AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2




SECTION A-A

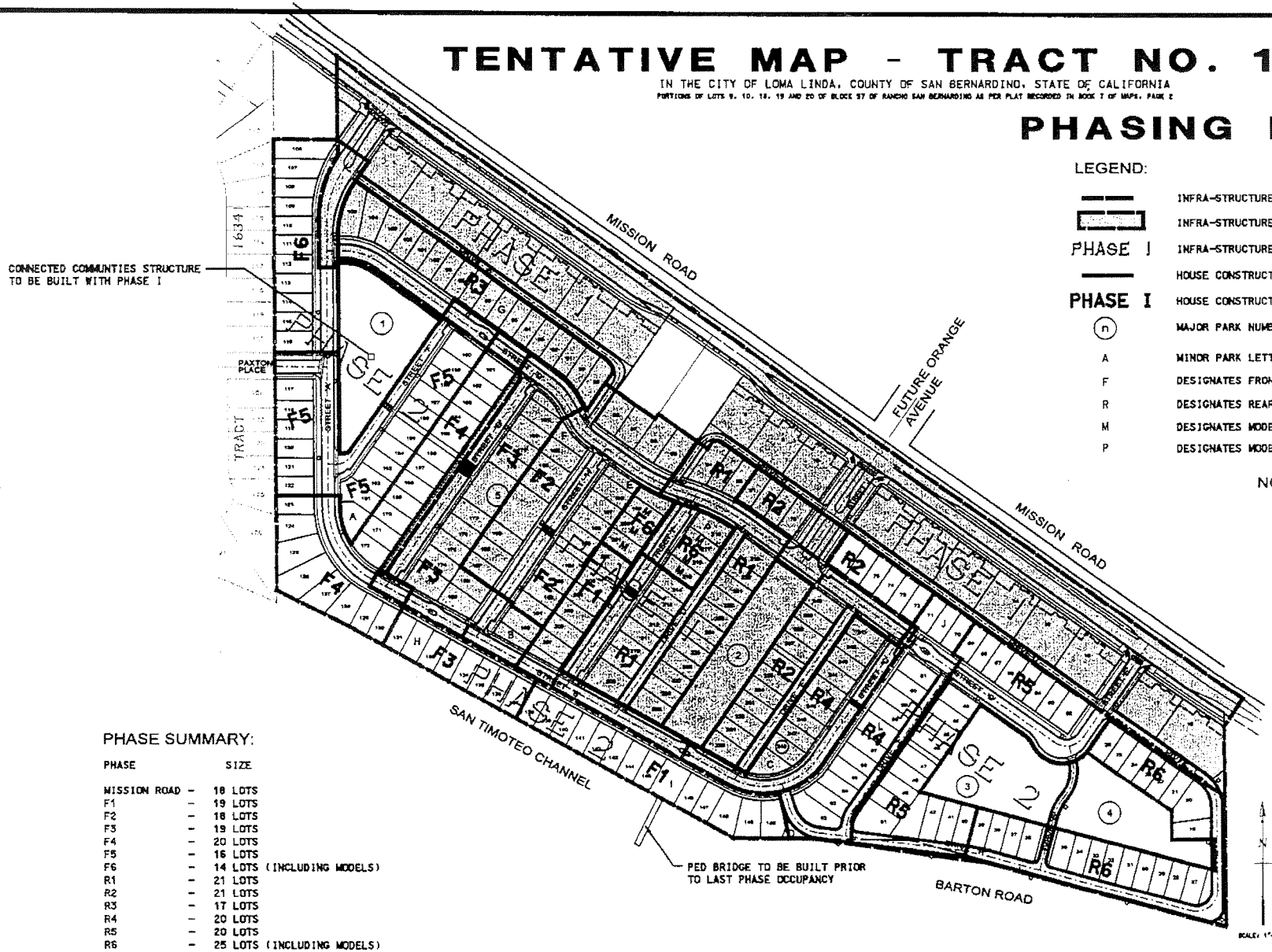
| | | | |
|---|---|---|---|
| | | PRELIMINARY GRADING AND UTILITY PLAN | SCALE: |
| | | CITY OF LOMA LINDA | |
| | | TRACT No. 16730 | |

# TENTATIVE MAP - TRACT NO. 16730

IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

PORTIONS OF LOTS 9, 10, 18, 19 AND 20 OF BLOCK 97 OF RANCHO SAN BERNARDINO AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2

## PHASING PLAN




LEGEND:

| | |
|---|---|
| | INFRA-STRUCTURE PHASE LINE |
| | INFRA-STRUCTURE PHASE 1 |
| PHASE I | INFRA-STRUCTURE PHASE NUMBER |
| | HOUSE CONSTRUCTION PHASE LINE |
| PHASE I | HOUSE CONSTRUCTION PHASE NUMBER |
| (n) | MAJOR PARK NUMBER |
| A | MINOR PARK LETTER |
| F | DESIGNATES FRONT GARAGE PHASE |
| R | DESIGNATES REAR GARAGE PHASE |
| M | DESIGNATES MODEL |
| P | DESIGNATES MODEL PARKING LOT |

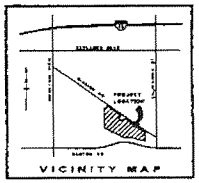
NOTE:

PARK PHASING - PARK TO BE COMPLETE PRIOR TO OCCUPANCY OF ANY ADJACENT HOME, BY PHASE

PARK 1 - PHASE R3
PARK 2 - PHASE R1
PARK 3 - PHASE R5
PARK 4 - PHASE R6
PARK 5 - PHASE F2
PARK A - PHASE F4
PARK B - PHASE F1
PARK C - PHASE R2
PARK D - PHASE F1
PARK E - PHASE F2
PARK F - PHASE F2
PARK G - PHASE R3
PARK H - PHASE F3
PARK I - PHASE F1
PARK J - PHASE R4
PARK K - PHASE R4
PARK L - PHASE R4

PHASE SUMMARY:

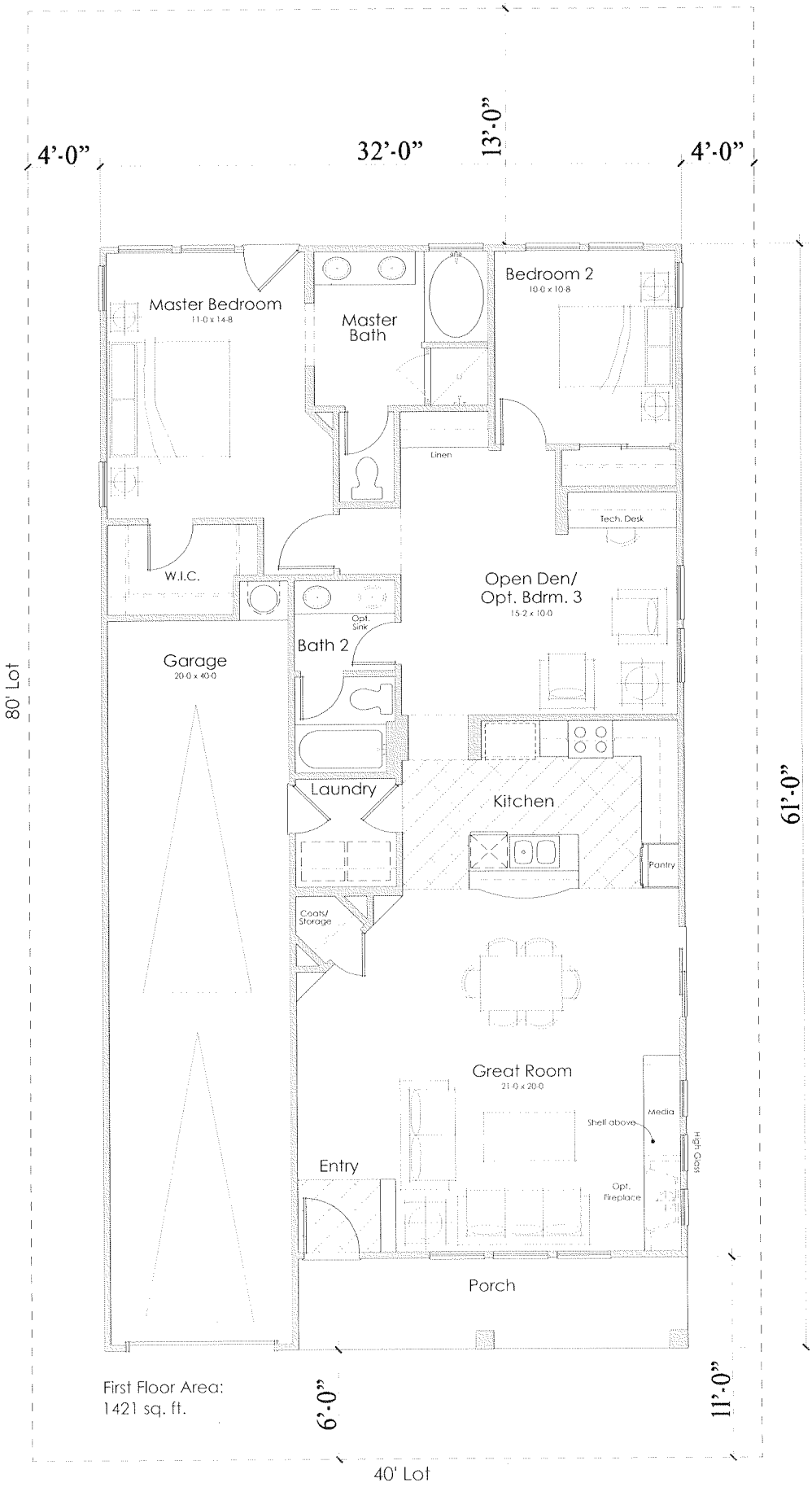
| PHASE | SIZE |
|---|---|
| MISSION ROAD - | 18 LOTS |
| F1 - | 19 LOTS |
| F2 - | 18 LOTS |
| F3 - | 19 LOTS |
| F4 - | 20 LOTS |
| F5 - | 16 LOTS |
| F6 - | 14 LOTS (INCLUDING MODELS) |
| R1 - | 21 LOTS |
| R2 - | 21 LOTS |
| R3 - | 17 LOTS |
| R4 - | 20 LOTS |
| R5 - | 20 LOTS |
| R6 - | 25 LOTS (INCLUDING MODELS) |
| TOTAL | 248 LOTS |

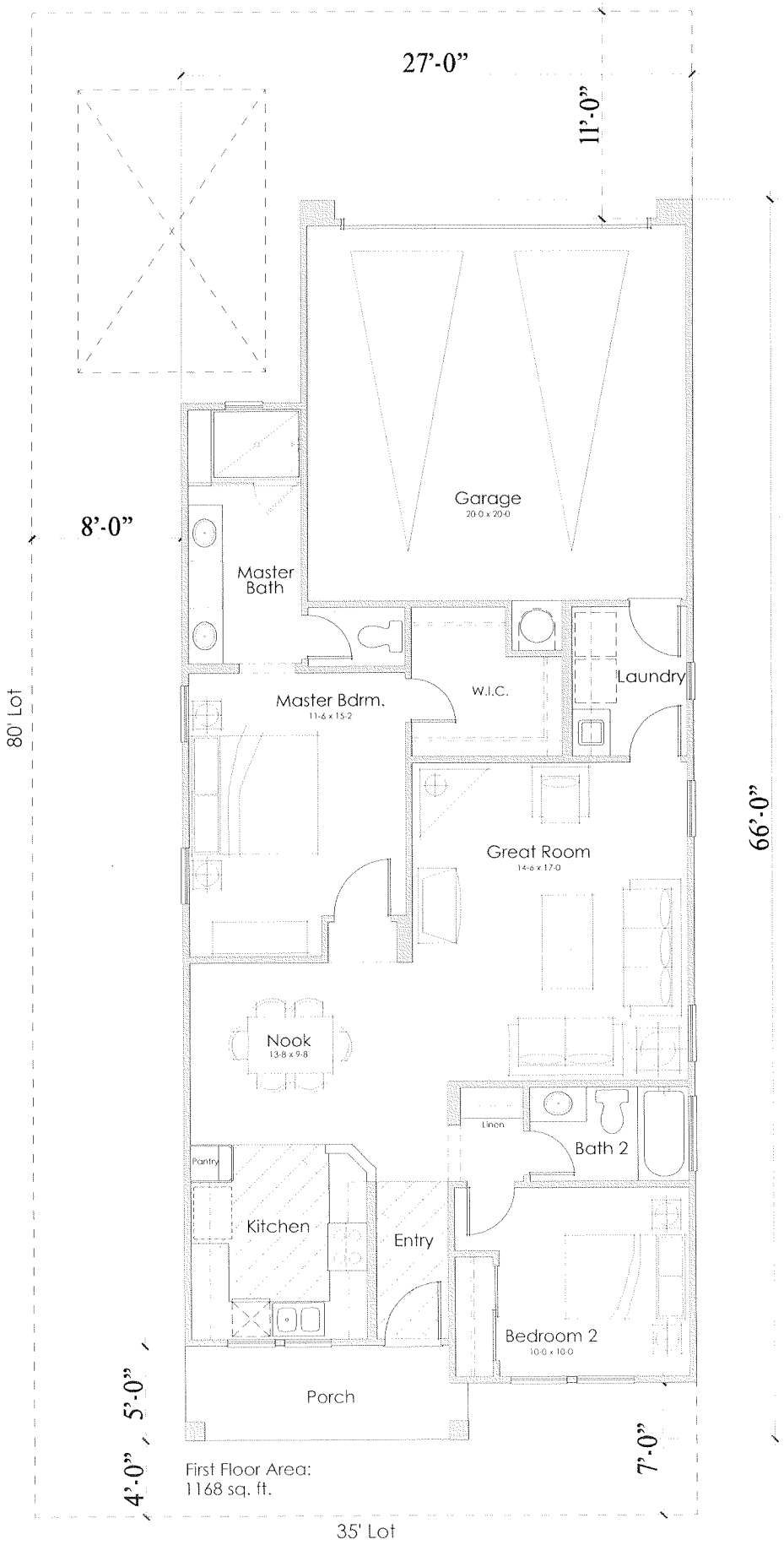



PHASING PLAN
CITY OF LOMA LINDA
TRACT No. 16730

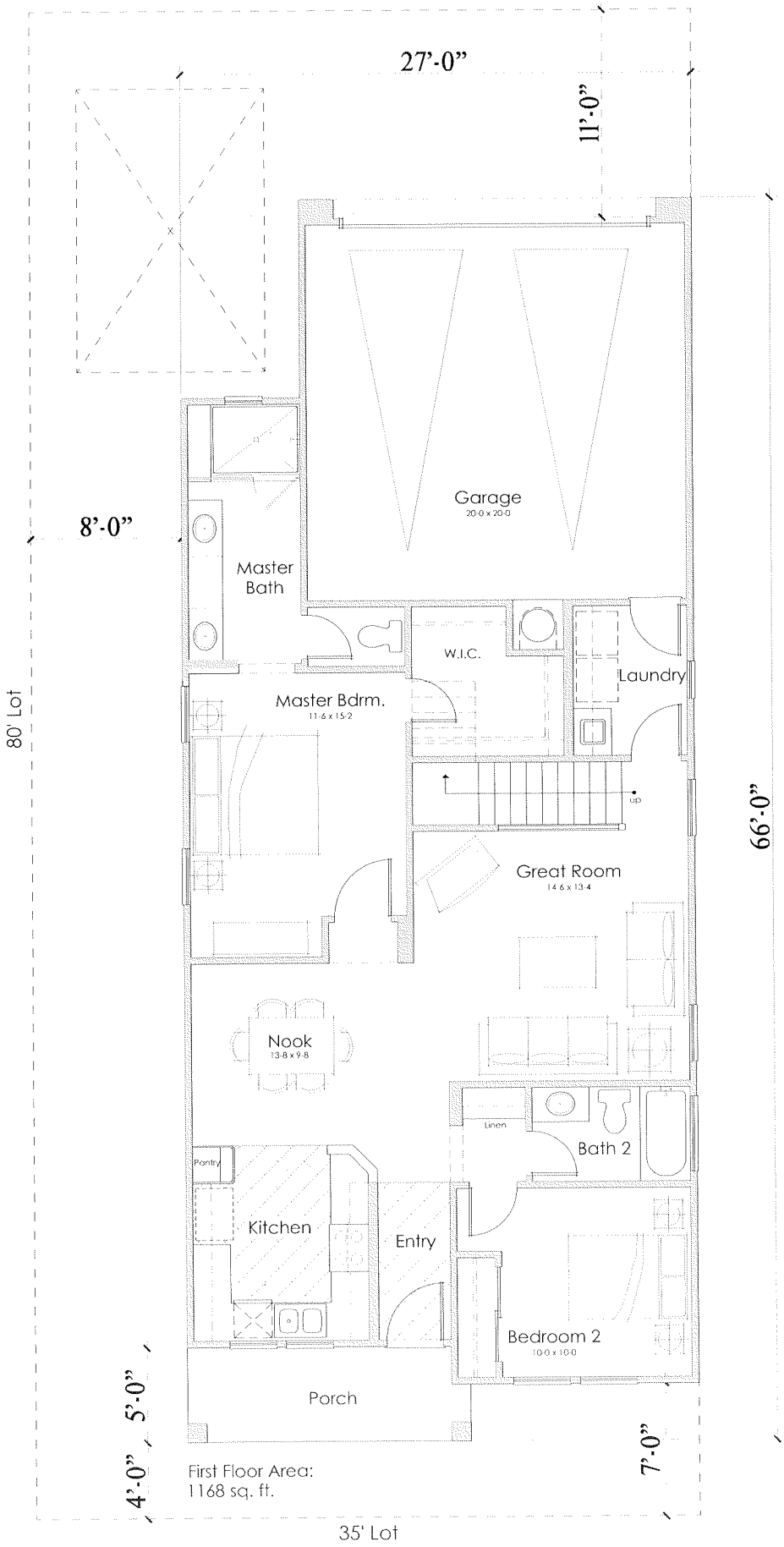
# Attachment 3

## One Story Floor Plans

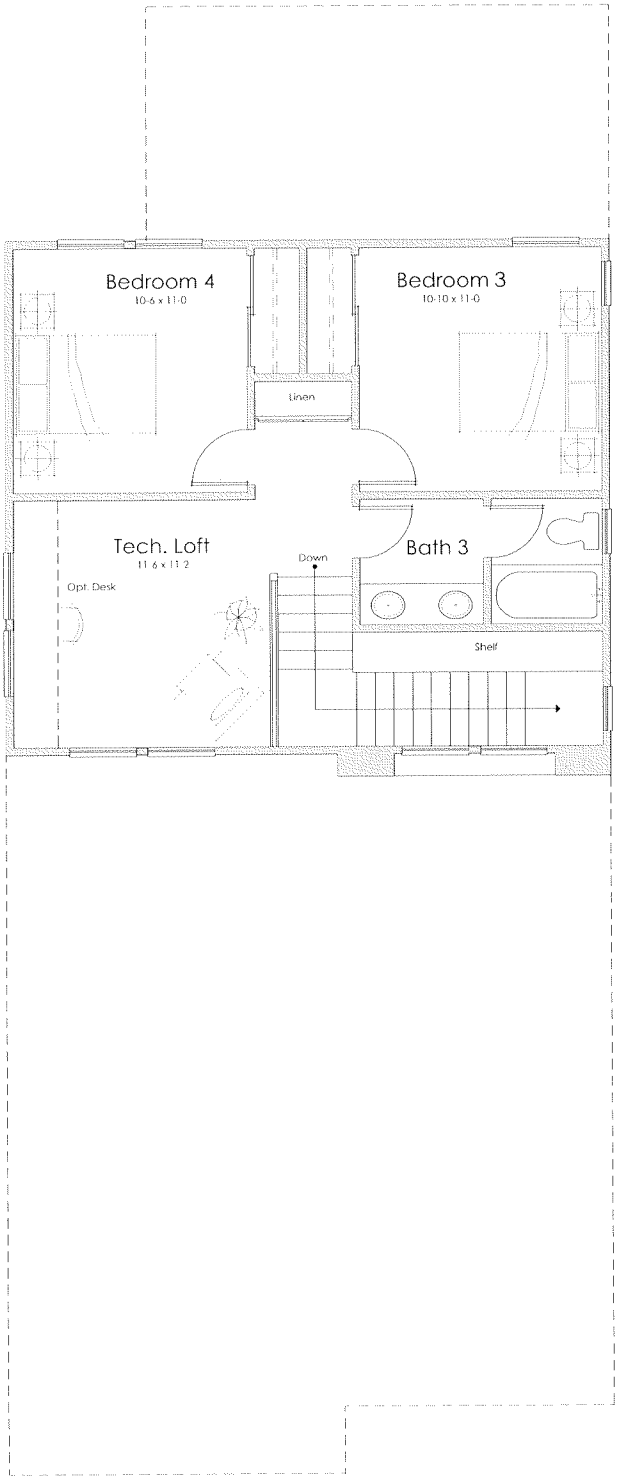

4'-0"
32'-0"
13'-0"
4'-0"
Master Bedroom
11-0 x 14-8
Master Bath
Bedroom 2
10-0 x 10-8
Linen
Tech. Desk
W.I.C.
Open Den/
Opt. Bdrm. 3
15-2 x 10-0
Opt. Sink
Bath 2
Garage
20-0 x 40-0
80' Lot
Laundry
Kitchen
Pantry
61'-0"
Coats/ Storage
Great Room
21-0 x 20-0
Media
Shelf above
High Ceiling
Entry
Opt. Fireplace
Porch
First Floor Area:
1421 sq. ft.
6'-0"
11'-0"
40' Lot




First Floor Area:
1168 sq. ft.




First Floor Area:
1168 sq. ft.




Second Floor Area:
571 sq. ft.