

Council/Agency Meeting Held: _____	City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:                      March 7, 2005	Department ID Number:              PL 05-09

**CITY OF HUNTINGTON BEACH  
REQUEST FOR COUNCIL ACTION**

**SUBMITTED TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**SUBMITTED BY:** *P. Culbreth-Graft*  
PENELOPE CULBRETH-GRAFT, City Administrator

**PREPARED BY:** HOWARD ZELEFSKY, Planning Director *Howard Zelefsky*

**SUBJECT:** ***Approve Compliance Report for Annual Review of the Holly Seacliff Development Agreement No. 90-1***

RECEIVED  
 CITY CLERK  
 CITY OF  
 HUNTINGTON BEACH, CA  
 2005 FEB 21 AM 11:41

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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**Statement of Issue:**

Transmitted for your consideration is the 2004 Compliance Report for the annual review of the Holly Seacliff Development Agreement No. 90-1. Section 3.1.1 of the Holly Seacliff Development Agreement requires the Developer to submit an annual monitoring report to the City that itemizes each requirement of the Development Agreement.

Staff has reviewed the 2004 monitoring report submitted by PLC and has prepared a Compliance Report. The Planning Commission and staff have determined that the Developer is in compliance with the Holly Seacliff Development Agreement.

**Funding Source:** Not applicable.

**Recommended Action:**

**PLANNING COMMISSION AND STAFF RECOMMENDATION:**

Motion to:

“Determine that the Developer is in compliance with the Holly Seacliff Development Agreement No. 90-1 by accepting the 2004 Annual Compliance Report and authorize the Mayor and City Clerk to sign and execute the Certificate of Development Agreement Compliance (ATTACHMENT NO. 2) and direct the City Clerk to record said Certificate with the Orange County Recorder.”

D-1

## REQUEST FOR COUNCIL ACTION

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DEPARTMENT ID NUMBER: PL 05-09

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### Planning Commission Action on February 8, 2005:

THE MOTION MADE BY SCANDURA, SECONDED BY LIVENGOOD, TO DETERMINE THAT THE DEVELOPER IS IN COMPLIANCE WITH THE HOLLY SEACLIFF DEVELOPMENT AGREEMENT, APPROVE THE 2004 COMPLIANCE REPORT AND FORWARD TO THE CITY COUNCIL FOR REVIEW AND ACCEPTANCE, CARRIED BY THE FOLLOWING VOTE:

AYES: BURNETT, DINGWALL, FURHMAN, LIVENGOOD, RAY, SCANDURA,  
NOES: NONE  
ABSENT: DWYER  
ABSTAIN: NONE

### MOTION PASSED

### Alternative Action:

The City Council may make the following alternative motion:

"Continue the 2004 Compliance Report for the Annual Review of the Holly Seacliff Development Agreement No. 90-1 and direct staff accordingly."

### Analysis:

#### A. PROJECT PROPOSAL:

Applicant: City of Huntington Beach, 2000 Main Street, Huntington Beach, CA 92648

Location: Approximately 490 acres located between Ellis Avenue on the north, Huntington Street on the east, Edwards Street on the west and the Seacliff Golf Course on the south.

Section 3.1.1 of the Holly Seacliff Development Agreement No. 90-1 requires the Developer to prepare an annual monitoring report and staff to prepare a compliance report both of which ascertain good faith compliance by the Developer with the terms of the agreement. Both reports evaluate the annual progress of improvements made by the Developer associated with required improvements in the Holly Seacliff area.

On November 1, 2004, PLC submitted its 2004 Annual Monitoring Report. Staff has reviewed the report and has determined that the developer has complied with the requirements of the Development Agreement.

D-1.2

## REQUEST FOR COUNCIL ACTION

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### B. BACKGROUND:

The Holly Seacliff Development Agreement (DA) was adopted by the City Council on November 5, 1990. The Development Agreement requires the Developer to dedicate over 41 acres for the proposed Linear Park, construct infrastructure improvements, construct arterial streets and landscape medians, dedicate 12 acres of local parks and contribute toward Fire and Police Department capital facilities and operating costs. In return, the Development Agreement gives the Developer vested rights to proceed with development in accordance with existing land use regulations for a period of 15 years from the effective date of December 5, 1990.

The DA properties were sold to three companies in 1996 as follows: 1) PLC acquired 383 acres primarily in the HSSP area, 2) MS Vickers II, LLC acquired 65 acres in the HSSP area and New Urban West, Inc. (NUWI) acquired 41 acres (The Hamptons project in the EGSP area). This annual review encompasses the DA obligations of PLC; the obligations associated with the MS Vickers II, LLC and NUWI properties have been satisfied. The report focuses on PLC as that company acquired almost all of the significant DA obligations. (PLC has, in turn, sold most of its properties to other developers. In these sales, PLC has retained responsibility for all DA obligations with the exception of payment of fees associated with building permits.)

On April 17, 2000 the City Council approved a Settlement Agreement with PLC regarding reimbursement for excess infrastructure capacity built by PLC per the DA, and on June 17, 2002 the First Amendment to the Settlement Agreement was approved by the City Council. To date, PLC has complied with all Settlement Agreement requirements.

### C. STAFF ANALYSIS AND RECOMMENDATION:

This review is the fourteenth consecutive Holly Seacliff Development Agreement Compliance Report prepared for Planning Commission and City Council review and approval. Each year staff has prepared a Compliance Report that has been approved by the Planning Commission and the City Council. This year, as with years past, staff has determined that the developer is in compliance with the requirements of the Development Agreement from December 6, 2003 through December 5, 2004.

As of this annual review, the Developer has spent approximately \$72.2 million on DA obligations and improvements, including \$37 million for right of way acquisition and related street construction. In terms of the cost of all infrastructure improvements the Developer has completed approximately 98 percent of the work. The Planning Commission staff report provides a complete overview of how the Developer has complied with the obligations of the Development Agreement (Attachment No. 3). The primary outstanding DA obligation is construction of a third neighborhood park (Peter M. Green Park), which is near completion at the intersection of Promenade and Seagate (between Gothard and Main, north of Garfield). In addition, there are minor landscaping improvements that will be installed at the intersection of Seapoint and Garfield.

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PLC has continued to make progress with development for the area. Through 2004, building permits have been issued for almost 1,920 units in the Holly Seacliff Specific Plan area and for 110 units in The Hamptons project on property governed by the DA. This represents approximately 97 percent of the total residential units anticipated to be built within the DA area.

## D. PLANNING COMMISSION MEETING SUMMARY:

The Planning Commission reviewed the 2004 Annual Compliance Report on February 8, 2005 and determined that the Developer is in compliance with the requirements of the Development Agreement. A representative of PLC provided a summary of actions taken by the company in the last year. There were no other speakers. The Commissioners asked questions regarding property ownership and completion of the outstanding improvements.

## E. SUMMARY:

PLC continues to work on completion of required improvements pursuant to the Development Agreement. Staff and the Planning Commission have determined that the Developer is in compliance with the requirements of the Development Agreement and recommend that the City Council approve the annual review and authorize the execution of the Certificate of Development Agreement Compliance.

## Environmental Status:

The annual review of the Holly-Seacliff Development Agreement project is covered by Final Environmental Impact Report No. 89-1 which was certified by the City Council on January 8, 1990. No additional environmental review is necessary. Final Environmental Impact Report No. 89-1 contains mitigation measures which assures that all former oil production land will be cleaned to meet the City's standards for clean soil. Staff has an ongoing mitigation compliance program, which the Developer has complied with as work progresses in the Development Agreement area.

## Attachment(s):

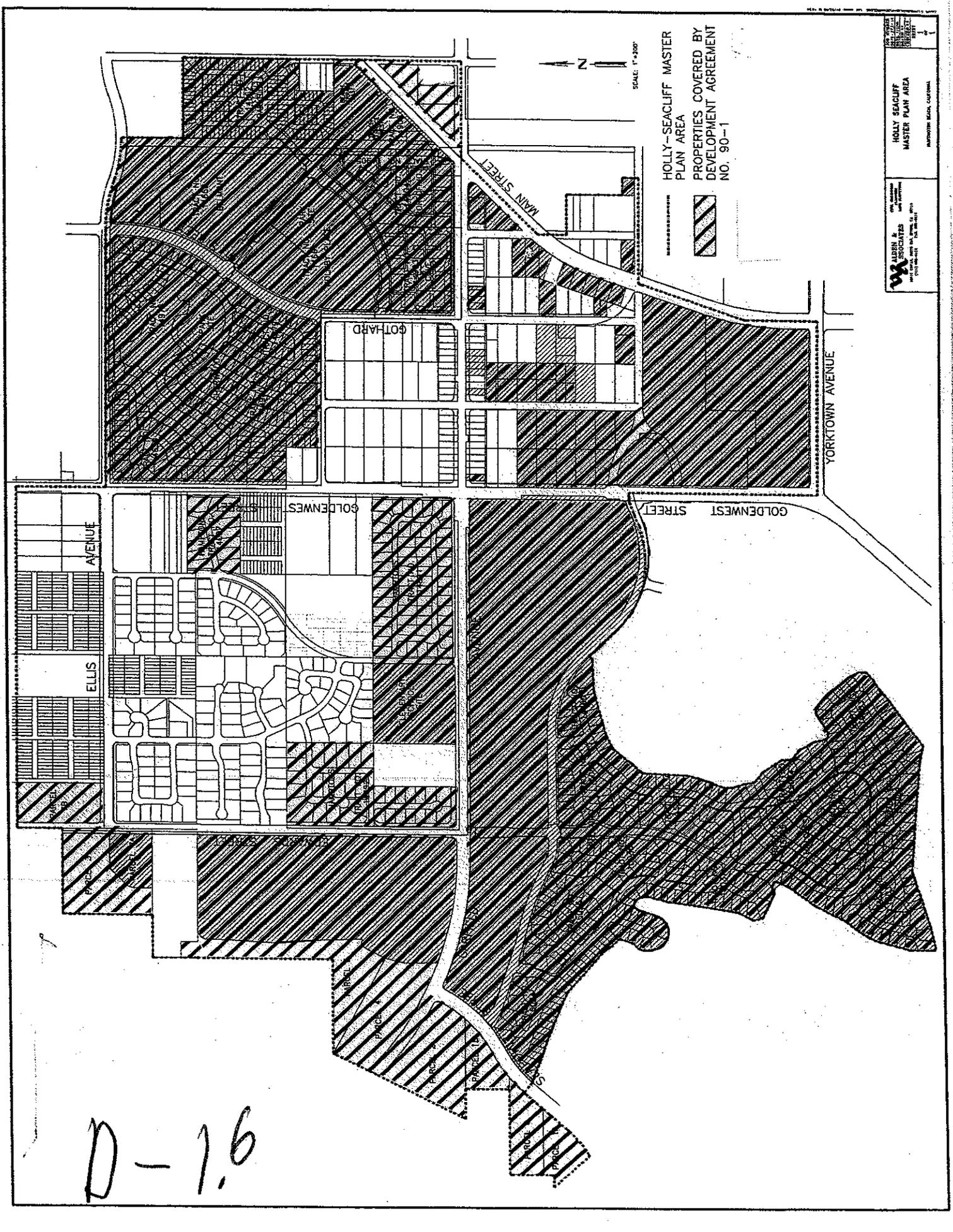
City Clerk's Page Number
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1. Development Agreement Area Map.
2. Certificate of Development Agreement Compliance
3. Planning Commission Staff Report dated February 8, 2005.
4. Powerpoint Presentation

D-1.4

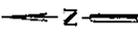
# ATTACHMENT 1

D-15



HOLLY-SEACLIFF MASTER  
PLAN AREA  
PROPERTIES COVERED BY  
DEVELOPMENT AGREEMENT  
NO. 90-1

SCALE: 1"=200'



ALBEN & ASSOCIATES  
INCORPORATED  
1000 W. 10th St., Suite 200  
Burlington, MA 01803  
TEL: 361-233-1111  
FAX: 361-233-1112

HOLLY SEACLIFF  
MASTER PLAN AREA  
MAINTENANCE PLAN, CANTONAL

D-1.6

# ATTACHMENT 2

D-1.7

Recording Requested by,  
And when recorded return to:

The City of Huntington Beach  
P.O. Box 190, 2000 Main Street  
Huntington Beach, CA 92640  
Attn: City Clerk

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(Space above line for Recorder's use only)  
This document is recorded for public purposes by:  
THE CITY OF HUNTINGTON BEACH  
Fee Exempt per Gov't Code Section 6130

CERTIFICATE OF DEVELOPMENT AGREEMENT COMPLIANCE

On November 14, 1990, Development Agreement No. 90-1 ("Agreement") by and between the City of Huntington Beach ("City") and Pacific Coast Homes and Garfield Partners was recorded in the Official Records of Orange County, California as Document No. 90-599766; and

Portions of the property covered by the Agreement were thereafter sold to PLC, a California general partnership, and a portion to MS Vickers II, L.L.C., a Delaware limited liability company, and a portion to New Urban West, Inc. (hereinafter collectively referred to as the "Developer"), along with an assignment of the rights, duties and obligations under the Agreement; and

The property that is the subject of the Agreement is described in the legal description attached hereto as Exhibit "A." The Agreement provides in part at Paragraph 3.1.5 that,

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If at the conclusion of a periodic review the City Council finds that the Developer to be in compliance with this agreement, City shall, upon request by the Developer, issue a Certificate of Development Agreement Compliance ("Certificate") to the Developer stating that after the most recent periodic review and based upon the information known or made known to the Director of Community Development and the City Council that (1) this Agreement remains in effect and (2) Developer is not in default.

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Pursuant to Section 3 of the Agreement, the City has conducted its periodic review of the Agreement and the City Council found on \_\_\_\_\_ 2005 that the Developer is in compliance with the terms of the Agreement and that (1) the Agreement remains in effect and (2) the Developer is not in default, and therefore issued this Certificate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

REVIEWED AND APPROVED:

*Penelope Cullin*  
City Administrator

APPROVED AS TO FORM:

*John P. ...* 2/23/05  
City Attorney  
12/14/04

INITIATED AND APPROVED:

*[Signature]*  
Director of Planning

D-1.9

HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
EXHIBIT "A"

PARCEL 1: (AP NOS. 23-010-10, 12 & 13)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF GOLDENWEST STREET AND MANSION AVENUE AS SHOWN ON A MAP FILED IN BOOK 95, PAGE 20 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY; THENCE ALONG THE CENTERLINE OF MANSION AVENUE, SOUTH 89°40'01" EAST 1,350.15 FEET TO A POINT ON THE CENTERLINE OF MAIN STREET; THENCE ALONG THE CENTERLINE OF MAIN STREET, NORTH 00°19'43" EAST 545.92 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE CENTERLINE OF MAIN STREET, NORTH 19°15'35" EAST 829.22 FEET TO A POINT ON THE CENTERLINE OF CLAY AVENUE; THENCE ALONG THE CENTERLINE OF CLAY AVENUE, NORTH 89°41'24" WEST 1136.80 FEET TO A POINT WHICH IS AT OR NEAR A CENTERLINE POINT OF INTERSECTION OF CIRCLE DRIVE; THENCE ALONG A TRAVERSE LINE THROUGH FOUND MONUMENTATION AT OR NEAR CENTERLINE POINTS OF INTERSECTION OF CIRCLE DRIVE, NORTH 48°13'25" WEST 141.03 FEET, NORTH 58°13'25" WEST 168.45 FEET, AND NORTH 88°13'25" WEST 225.92 FEET TO A POINT ON THE CENTERLINE OF GOLDENWEST STREET; THENCE ALONG THE CENTERLINE OF GOLDENWEST STREET, SOUTH 00°18'57" WEST 187.10 TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE CENTERLINE OF GOLDENWEST STREET, SOUTH 00°17'56" WEST 1320.74 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG THE CENTERLINE OF GOLDENWEST STREET, SOUTH 41°38'50" WEST 11.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (AP NOS. 111-130-016 THROUGH 023)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 25, BLOCK 'D' AS SHOWN ON SAID MAP; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 25 AND ITS EASTERLY PROJECTION 330.00 FEET, MORE OR LESS, TO THE CENTERLINE OF STEWART STREET (SHOWN AS SMELTZER AVENUE ON SAID MAP) BEING 60.00 FEET WIDE; THENCE SOUTHERLY ALONG SAID CENTERLINE OF STEWART STREET

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**WALDEN &  
ASSOCIATES**

HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
EXHIBIT "A"

PARCEL 2: (CONTINUED)

900.00 FEET, MORE OR LESS TO THE CENTERLINE OF CLAY AVENUE (SHOWN AS CLAY STREET ON SAID MAP) BEING 60.00 FEET WIDE; THENCE ALONG THE CENTERLINE OF CLAY AVENUE, AS SHOWN ON A MAP FILED IN BOOK 95, PAGE 20 OF RECORD OF SURVEYS, RECORDS OF SAID COUNTY, NORTH  $89^{\circ}41'24''$  WEST 185.28 FEET TO A POINT WHICH IS AT OR NEAR A CENTERLINE POINT OF INTERSECTION OF CIRCLE DRIVE; THENCE ALONG A TRAVERSE LINE THROUGH FOUND MONUMENTATION AT OR NEAR CENTERLINE POINTS OF INTERSECTION OF CIRCLE DRIVE, NORTH  $48^{\circ}13'25''$  WEST 141.03 FEET, NORTH  $58^{\circ}13'25''$  WEST 168.45 FEET, AND NORTH  $88^{\circ}13'25''$  WEST 225.92 FEET TO A POINT ON THE CENTERLINE OF GOLDENWEST STREET, BEING 60.00 FEET WIDE; THENCE ALONG THE CENTERLINE OF GOLDENWEST STREET, NORTH  $00^{\circ}18'57''$  EAST 710.80 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 15, BLOCK 'D' OF SAID GARFIELD STREET ADDITION; THENCE EASTERLY ALONG SAID WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 15 AND THE NORTH LINE OF LOT 15, 330.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 3: (AP NOS. 111-140-28 THROUGH 33)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 'C' OF SAID GARFIELD STREET ADDITION, THENCE WEST 330.00 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID LOT 17 AND ITS WESTERLY PROLONGATION TO THE CENTERLINE OF STEWART STREET (SHOWN AS SMELTZER AVENUE ON SAID MAP) BEING 60.00 FEET WIDE; THENCE NORTH 675.00 FEET, MORE OR LESS, TO THE WESTERLY PROLONGATION OF THE CENTER OF LOT 29, BEING 10 FEET WIDE; THENCE EAST 330.00 FEET, MORE OR LESS, ALONG THE WESTERLY PROLONGATION AND THE CENTER OF LOT 29, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 13; THENCE SOUTH 675.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 4: (AP NOS. 111-140-34 THROUGH 35)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH. A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDED OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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PARCEL 4: (CONTINUED)

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, BLOCK 'C' OF SAID GARFIELD STREET ADDITION; THENCE EAST 330.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID LOT 21 AND ITS EASTERLY PROLONGATION TO THE CENTERLINE OF CRYSTAL STREET (SHOWN AS CRYSTAL AVENUE ON SAID MAP) 60.00 FEET WIDE; THENCE SOUTH 1750.00 FEET, MORE OR LESS, ALONG THE CENTERLINE OF CRYSTAL STREET TO ITS INTERSECTION WITH THE CENTERLINE OF CLAY AVENUE (SHOWN AS CLAY STREET ON SAID MAP) 60.00 FEET WIDE; THENCE WEST, 330.00 FEET, MORE OR LESS, ALONG THE CENTERLINE OF SAID CLAY AVENUE TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 21; THENCE NORTH, 175.00 FEET, MORE OR LESS, ALONG THE SOUTHERLY PROLONGATION AND THE WEST LINE OF SAID LOT 21 TO THE POINT OF BEGINNING.

PARCEL 5: (AP NOS. 111-150-18, 22, 23, 26-29, 31-33, 44 & 47)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 23, BLOCK 'B' OF SAID GARFIELD STREET ADDITION; THENCE NORTH  $71^{\circ}$  WEST 149.27 FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 23 TO THE MOST WESTERLY CORNER OF SAID LOT 23; THENCE NORTH  $19^{\circ}$  EAST 100.00 FEET ALONG THE NORTHWEST LINE OF LOT 23 TO THE SOUTHEAST CORNER OF LOT 20; THENCE WEST 149.96 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF LOT 20 AND ITS WESTERLY PROLONGATION TO THE CENTERLINE OF CRYSTAL STREET (SHOWN AS CRYSTAL AVENUE ON SAID MAP) BEING 60.00 FEET WIDE; THENCE NORTH 94.55 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTHERLY 94.55 FEET OF LOT 20; THENCE EAST 182.52 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 20; THENCE NORTH  $19^{\circ}$  EAST 300.00 FEET, MORE OR LESS, ALONG THE NORTHWEST LINE OF LOTS 25, 26 AND 27 TO THE SOUTHEAST CORNER OF LOT 17; THENCE WEST 280.50 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF LOT 20 AND ITS WESTERLY PROLONGATION TO THE CENTERLINE OF SAID CRYSTAL STREET; THENCE NORTH 123.60 FEET ALONG THE CENTERLINE OF CRYSTAL STREET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT 17; THENCE EAST 322.76 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 17 AND ITS WESTERLY PROLONGATIONS TO THE SOUTHWEST CORNER OF LOT 30; THENCE NORTH 200.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF LOTS 30 AND 31 TO THE NORTHWEST CORNER OF LOT 31; THENCE EAST 330.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 31 AND ITS EASTERLY PROLONGATION TO THE CENTERLINE OF HOLLY STREET (SHOWN AS HOLLY AVENUE ON SAID MAP) BEING 60.00 FEET WIDE; THENCE SOUTH ALONG THE CENTERLINE OF HOLLY STREET TO ITS

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**WALDEN &  
ASSOCIATES**

HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
EXHIBIT "A"

PARCEL 5: (CONTINUED)

INTERSECTION WITH THE CENTERLINE OF MAIN STREET (SHOWN AS TWENTY-THIRD STREET ON SAID MAP) BEING 120.00 FEET WIDE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1360.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE OF MAIN STREET TO A POINT OF TANGENCY, SAID POINT BEING NORTH 19° EAST, 290.45 FEET, MORE OR LESS, FROM THE CENTERLINE INTERSECTION OF MAIN STREET AND CLAY AVENUE AS SHOWN ON SAID MAP; THENCE SOUTH 19° WEST 217.98 FEET, MORE OR LESS TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 23; THENCE NORTH 71° WEST 60.00 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY PROLONGATION TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: LOT 28, BLOCK 'B' AND THE NORTHWEST QUARTER OF THE EAST HALF OF LOT 30, BLOCK 'B'.

PARCEL 6: (AP NO. 111-150-47)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 'B' OF SAID GARFIELD STREET ADDITION; THENCE NORTH 177.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID LOT 11 AND ITS NORTHERLY PROLONGATION TO THE NORTH LINE OF SAID SECTION 2; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 2, 175.00 FEET, MORE OR LESS, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST HALF OF LOT 8; THENCE SOUTH 182.00 FEET MORE OR LESS, ALONG THE EAST LINE OF THE WEST HALF OF LOT 8 AND ITS NORTHERLY AND SOUTHERLY PROLONGATIONS TO THE CENTER OF LOT 39, 10.00 FEET WIDE; THENCE WEST 175.00 FEET, MORE OR LESS, ON A LINE 5.00 FEET SOUTHERLY AND PARALLEL WITH THE SOUTH LINE OF LOTS 8 THROUGH 11, TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 11; THENCE NORTH 5.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 7: (AP NOS. 159-281-01, 02 & 05)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

D-1.13  
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PARCEL 7: (CONTINUED)

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 'A' OF SAID GARFIELD STREET ADDITION; THENCE NORTH 32.00 FEET, MORE OR LESS, ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 6 TO THE NORTH LINE OF SAID SECTION 2; THENCE EAST 497.15 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SECTION 2 TO ITS INTERSECTION WITH THE CENTERLINE OF MAIN STREET (SHOWN AS TWENTY-THIRD STREET ON SAID MAP); THENCE SOUTH 45° WEST 743.80 FEET, MORE OR LESS, ALONG THE CENTERLINE OF MAIN STREET AND ITS SOUTHWESTERLY PROLONGATION TO ITS INTERSECTION WITH THE CENTERLINE OF HOLLY STREET (SHOWN AS HOLLY AVENUE ON SAID MAP); THENCE NORTH 395.15 FEET, MORE OR LESS, ALONG THE CENTERLINE OF HOLLY STREET TO ITS INTERSECTION WITH THE WESTERLY PROLONGATION OF A LINE 5.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 33; THENCE EAST 80.00 FEET, MORE OR LESS, ALONG A LINE 5.00 SOUTH AND PARALLEL TO THE NORTH LINE OF LOT 33 TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 6; THENCE NORTH 150.00 FEET ALONG SAID SOUTHERLY PROLONGATION AND THE WEST LINE OF LOT 6 TO THE POINT OF BEGINNING.

PARCEL 8: (AP NOS. 111-150-40)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 38, BLOCK 'B' AS SHOWN ON SAID MAP; THENCE EAST 260.07 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID LOT 38 AND ITS EASTERLY PROLONGATION TO THE CENTERLINE OF HOLLY STREET (SHOWN AS HOLLY AVENUE ON SAID MAP) 60.00 FEET WIDE; THENCE SOUTH 130.00 FEET, MORE OR LESS, ALONG THE CENTERLINE OF HOLLY STREET TO ITS INTERSECTION WITH THE CENTERLINE OF CLAY AVENUE (SHOWN AS CLAY STREET ON SAID MAP) 60.00 FEET WIDE; THENCE WEST 368.29 FEET, MORE OR LESS, ALONG THE CENTERLINE OF CLAY AVENUE TO ITS INTERSECTION WITH THE CENTERLINE OF MAIN STREET (SHOWN AS TWENTY-THIRD STREET ON SAID MAP) 120.00 FEET WIDE; THENCE NORTH 19° EAST 147.82 FEET, MORE OR LESS, ALONG THE CENTERLINE OF MAIN STREET TO A POINT THAT IS RIGHT ANGLES TO, AND 30.00 FEET FROM, THE NORTHWEST CORNER OF LOT 38; THENCE SOUTH 71° EAST, 30.00 FEET TO THE POINT OF BEGINNING.

D-1.14

D-2.16

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 **WALDEN &  
ASSOCIATES**

CIVIL ENGINEERS - PLANNERS - LAND SURVEYORS

HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
EXHIBIT "A"

PARCEL 9: (AP NO. 159-282-12)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 'A' OF SAID MAP, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON A MAP FILED IN BOOK 134, PAGE 38 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE NORTH  $00^{\circ}19'38''$  EAST, 90.00 FEET ALONG THE WEST LINE OF SAID LOT 25 AND PARCEL 1; THENCE SOUTH  $89^{\circ}41'06''$  EAST 135.00 FEET; THENCE SOUTH  $00^{\circ}19'38''$  WEST, 120.00 FEET ALONG THE EAST LINE OF SAID PARCEL 1 AND ITS SOUTHERLY PROLONGATION TO THE CENTERLINE OF CLAY AVENUE (SHOWN AS CLAY STREET ON SAID GARFIELD STREET ADDITION MAP); THENCE NORTH  $89^{\circ}41'06''$  WEST 135.00 FEET, MORE OR LESS, ALONG THE CENTERLINE OF CLAY AVENUE TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 25 AND PARCEL 1; THENCE NORTH  $00^{\circ}19'38''$  EAST 30.00 FEET ALONG SAID PROLONGATION TO THE POINT OF BEGINNING.

PARCEL 10: (AP NO. 111-130-10)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH A MAP RECORDED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 11, BLOCK 'D' OF SAID MAP; THENCE NORTH 177.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF LOT 11 AND ITS NORTHERLY PROLONGATION TO THE NORTH LINE OF SAID SECTION 2; THENCE EAST 50.00 FEET ALONG SAID NORTH LINE OF SECTION 2 TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF LOT 11; THENCE SOUTH 182.00 FEET, MORE OR LESS, ALONG THE EAST LINE OF LOT 11 AND ITS NORTHERLY AND SOUTHERLY PROLONGATION TO THE CENTER OF LOT 28, 10.00 FEET WIDE, SAID POINT BEING 5.00 FEET FROM THE SOUTHEAST CORNER OF LOT 11; THENCE WEST 50.00 FEET, MORE OR LESS, ALONG A LINE 5.00 FEET FROM AND PARALLEL WITH THE SOUTH LINE OF LOT 11 TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF LOT 11; THENCE NORTH 5.00 FEET TO THE POINT OF BEGINNING.

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D-1/15  
D-2.17

PARCEL 11: (AP NOS. 159-191-01, 02, 03 & 05)

THAT PORTION OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 11 WEST, AS SHOWN ON TRACT NO. 7 RECORDED IN BOOK 9, PAGE 8 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 BLOCK 'E' OF SAID TRACT NO. 7; THENCE SOUTH 328.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF LOT 3 AND THE SOUTHERLY PROLONGATION OF SAID WEST LINE TO AN INTERSECTION WITH THE SOUTH LINE OF SECTION 35; THENCE WEST 564.56 FEET, MORE OR LESS, TO THE CENTERLINE INTERSECTION OF MAIN STREET PROLONGED SOUTHWESTERLY AS SHOWN ON SAID MAP; THENCE NORTH  $44^{\circ}59'45''$  EAST 1053.00 FEET, MORE OR LESS, ALONG SAID CENTERLINE OF MAIN STREET TO AN INTERSECTION WITH THE CENTERLINE OF HUNTINGTON STREET (SHOWN AS HUNTINGTON AVENUE ON SAID MAP) 60.00 FEET WIDE; THENCE SOUTH 414.52 FEET, MORE OR LESS, ALONG THE CENTERLINE OF HOLLY STREET TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 4; THENCE WEST ON SAID EASTERLY PROLONGATION 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL 12: (AP NOS. 159-311-02, 03, 04, 05, 06 & 07)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 11 WEST, AS SHOWN ON TRACT NO. 7 RECORDED IN BOOK 9, PAGE 8 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 9 OF TRACT NO. 37 AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGE 34 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE EAST, 239.42 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 9 AND ITS EASTERLY PROLONGATION TO THE CENTERLINE OF HUNTINGTON STREET (SHOWN AS HUNTINGTON AVENUE ON SAID TRACT 37) 60.00 FEET WIDE; THENCE SOUTH 211.58 FEET, MORE OR LESS, ALONG THE CENTERLINE OF HUNTINGTON STREET TO THE CENTERLINE OF MAIN STREET, 120.00 FEET WIDE; THENCE SOUTH  $44^{\circ}59'45''$  WEST 904.70 FEET, MORE OR LESS, TO A LINE 20.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 84.86 FEET ALONG A LINE PARALLEL WITH AND 20.00 FEET EAST FROM THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 35, SAID POINT ALSO BEING ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF MAIN STREET, 120.00 FEET WIDE; THENCE NORTH  $44^{\circ}59'45''$  EAST 141.44 FEET, MORE OR LESS, ALONG SAID SOUTHWESTERLY PROLONGATION OF THE NORTHWEST LINE OF MAIN STREET, AS SHOWN ON SAID TRACT NO. 7 TO THE SOUTHWEST CORNER OF BLOCK 'B' OF SAID TRACT NO. 7, SAID POINT BEING ON A LINE 120.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER SECTION OF SAID SECTION 35; THENCE NORTH 369.51 FEET, MORE

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PARCEL 12: (CONTINUED)

OR LESS, ALONG A LINE PARALLEL WITH AND 120.00 FEET EASTERLY FROM THE WEST LINE OF THE SOUTHEAST QUARTER SECTION OF SAID SECTION 35, TO A LINE THAT IS PARALLEL WITH AND DISTANT 1980.6 FEET SOUTHERLY FROM THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION; THENCE NORTH 363.42 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID BLOCK 'B' TO A LINE THAT IS PARALLEL WITH AND DISTANT 1980.6 FEET FROM THE NORTH LINE OF SAID SOUTHEAST QUARTER SECTION; THENCE WEST 75.00 FEET TO A LINE 45.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE NORTH 1411.25 FEET, MORE OR LESS, ALONG A LINE PARALLEL WITH AND 45.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35 TO THE SOUTHWEST CORNER OF PARCEL 1 AS SHOWN ON A MAP FILED IN BOOK 132, PAGES 35 AND 36 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY; THENCE EAST 614.60 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID PARCEL 1 TO THE CENTERLINE OF HUNTINGTON STREET, 60.00 FEET WIDE; THENCE SOUTH 854.89 FEET, MORE OR LESS, ALONG THE CENTERLINE OF HUNTINGTON STREET TO THE EASTERLY PROLONGATION OF THE NORTH LINE OF THE SOUTH 52.00 FEET OF LOT 7; THENCE WEST 239.42 FEET, MORE OR LESS, ALONG SAID EASTERLY PROLONGATION AND THE NORTH LINE OF THE SOUTH 52.00 FEET OF LOT 7 TO THE WEST LINE OF SAID LOT 7; THENCE SOUTH 260.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF LOT 7 AND 8 TO THE POINT OF BEGINNING.

PARCEL 13: (AP NOS. 111-072-02, 03, 04, 05, 07, 08, 09, 10, 11, 12, 14, 15, 17, 18, 20, 21, 22, & 23)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 35, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF GOLDENWEST STREET (FORMERLY WESTMINSTER AVENUE) AND ELLIS AVENUE; THENCE EAST 1982.27 FEET, MORE OR LESS, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35 TO THE CENTERLINE INTERSECTION OF GOTHARD STREET; THENCE EAST 33.82 FEET, MORE OR LESS, ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY 339.26 FEET, MORE OR LESS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°26'18" TO A POINT OF REVERSING CURVATURE WITH A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1000.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 19°26'18" EAST; THENCE SOUTHEASTERLY 320.18 FEET, MORE OR LESS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°20'42" TO AN INTERSECTION WITH A LINE 20.00 FEET EAST OF THE EAST LINE OF

8 D-1.17 D-2.19

PARCEL 13: (CONTINUED)

THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 2,421.15 FEET, MORE OR LESS, ALONG SAID LINE 20.00 FEET EAST OF THE EAST LINE OF THE SOUTHWEST QUARTER TO THE CENTERLINE OF MAIN STREET, 120.00 FEET WIDE; THENCE SOUTH 44°59'40" WEST, 148.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE WEST 1320.51 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID LINE ALSO BEING THE CENTERLINE OF CRYSTAL STREET, 60.00 FEET WIDE; THENCE NORTH 1055.00 FEET, MORE OR LESS, ALONG THE CENTERLINE OF CRYSTAL STREET TO THE NORTH LINE OF BOLSA STREET (NOW KNOWN AS ERNEST AVENUE) 30.00 FEET WIDE, AS SHOWN ON THE GARFIELD STREET ADDITION TO HUNTINGTON BEACH, A MAP FILED IN BOOK 7, PAGES 27 AND 28 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE WEST 1000.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF SAID BOLSA STREET TO THE SOUTHEAST CORNER OF LOT 19, BLOCK 'F' OF SAID GARFIELD STREET ADDITION; THENCE NORTH 263.00 FEET, MORE OR LESS, ALONG THE EAST LINE OF LOTS 19 AND 20 TO THE NORTHEAST CORNER OF LOT 20; THENCE WEST 320.00 FEET, MORE OR LESS, ALONG THE NORTH LINE OF LOT 20 AND ITS WESTERLY PROLONGATION TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35, SAID LINE ALSO BEING THE CENTERLINE OF GOLDENWEST STREET (SHOWN AS WESTMINSTER AVENUE ON SAID GARFIELD STREET ADDITION) 60.00 FEET WIDE; THENCE NORTH 1320.00 FEET, MORE OR LESS, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 35 AND THE CENTERLINE OF GOLDENWEST STREET, TO THE POINT OF BEGINNING.

PARCEL 14: (AP NOS. 110-210-08 & 09)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT NO. 62, AS SHOWN ON A MAP FILED IN BOOK 10, PAGE 7 OF MISCELLANEOUS MAPS; THENCE NORTH 396.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 66.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE EAST 660.00 FEET, MORE OR LESS, ALONG LAST MENTIONED NORTH LINE TO THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID POINT ALSO BEING THE CENTERLINE OF GOLDENWEST STREET, 60.00 FEET WIDE; THENCE SOUTH 396.00 FEET, MORE OR LESS, ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER TO THE SOUTH LINE OF THE NORTH HALF OF THE

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PARCEL 14: (CONTINUED)

SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE WEST 660.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 15: (AP NOS. 110-200-17, 18, 19 & 20)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE WEST 1980.00 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE EAST 1980.00 FEET, MORE OR LESS, ALONG SAID LAST MENTIONED NORTH LINE TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34, SAID EAST LINE ALSO BEING THE CENTERLINE OF GOLDENWEST STREET, 60.00 FEET WIDE; THENCE SOUTH 660.00 FEET, MORE OR LESS, ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 34 TO THE POINT OF BEGINNING.

PARCEL 16: (AP NOS. 110-200-13, 14 & 22)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 34, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF GARFIELD AVENUE, 60.00 FEET WIDE, AND EDWARDS STREET 40.00 FEET WIDE; THENCE NORTH 1320.00 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE EAST ALONG SAID LAST MENTIONED NORTH LINE 660.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 660.00 FEET, MORE OR LESS, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34 TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE WEST 330.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34; THENCE SOUTH 660.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF

D-1.19  
D-2.2

PARCEL 16: (CONTINUED)

SECTION 34; THENCE WEST 330.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 17: (AP NOS. 110-015-56, 57 & 58)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, PARTLY IN THE RANCHO LAS BOLSAS AND PARTLY IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34, SAID POINT ALSO BEING 2.00 FEET NORTH OF THE CENTERLINE OF GARFIELD AVENUE 60.00 FEET WIDE AND THE CENTERLINE OF EDWARDS STREET 40.00 FEET WIDE; THENCE NORTH  $00^{\circ}15'54''$  EAST 50.00 FEET ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34 TO THE POINT OF BEGINNING; THENCE NORTH  $89^{\circ}42'05''$  WEST 178.97 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2350.00 FEET; THENCE NORTHWESTERLY 1156.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $28^{\circ}12'19''$ , A RADIAL BEARING BEARS SOUTH  $28^{\circ}30'14''$  WEST; THENCE NON-TANGENT TO LAST MENTIONED CURVE NORTH  $63^{\circ}13'21''$  WEST 98.14 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2355.00 FEET, A RADIAL BEARING TO SAID POINT BEARS SOUTH  $30^{\circ}53'28''$  WEST; THENCE NORTHWESTERLY 591.88 FEET, MORE OR LESS, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $14^{\circ}24'00''$  TO THE BOUNDARY LINE OF THE CITY OF HUNTINGTON BEACH, AS SHOWN ON A MAP FILED IN BOOK 92, PAGES 19 THROUGH 28 OF RECORDS OF SURVEYS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE ALONG SAID CITY BOUNDARY LINE THE FOLLOWING THREE COURSES, NORTH  $26^{\circ}49'24''$  EAST, 287.04 FEET; SOUTH  $89^{\circ}41'05''$  EAST 726.01 FEET, NORTH  $00^{\circ}17'53''$  EAST 780.72 FEET TO THE NORTHWEST CORNER OF PARCEL 2 AS SHOWN ON A MAP FILED IN BOOK 42 PAGE 25 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY; THENCE ALONG THE NORTH AND EAST LINE OF SAID PARCEL 2 THE FOLLOWING THREE COURSES; SOUTH  $89^{\circ}34'20''$  EAST 124.00 FEET; THENCE SOUTH  $00^{\circ}17'53''$  WEST 120.00 FEET; THENCE SOUTH  $89^{\circ}34'20''$  EAST 864.71 FEET, MORE OR LESS, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34 AND THE CENTERLINE OF EDWARDS STREET; THENCE SOUTH  $00^{\circ}15'30''$  WEST 1929.87 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

D-1.20

D.L.<sup>22</sup>

PARCEL 18: (AP NOS. 110-015-60 & 61)

THAT PORTION OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, PARTLY IN THE RANCHO LAS BOLSAS AND PARTLY IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 34, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF EDWARDS STREET, 40.00 FEET WIDE, AND ELLIS AVENUE, 40.00 FEET WIDE, SAID POINT AS SHOWN ON A MAP FILED IN BOOK 92 PAGES 19 THROUGH 28 OF RECORDS OF SURVEYS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH  $00^{\circ}16'41''$  WEST 329.97 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF PARCEL 1 AS SHOWN ON A MAP FILED IN BOOK 42, PAGE 25 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE NORTH  $89^{\circ}32'15''$  WEST 988.55 FEET ALONG THE NORTH LINE OF SAID PARCEL 1; THENCE NORTH  $00^{\circ}14'01''$  EAST 659.39 FEET; THENCE SOUTH  $89^{\circ}39'57''$  EAST, 660.03 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 34 AND THE CENTERLINE OF EDWARDS STREET; THENCE SOUTH  $00^{\circ}16'56''$  WEST 329.90 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL 19: (AP NOS. 110-151-15 & 16)

FARM LOT 48, BEING THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST, PARTLY IN THE RANCHO LA BOLSA CHICA PARTLY IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SECTION 34, SAID POINT ALSO BEING THE CENTERLINE INTERSECTION OF EDWARDS STREET, 40 FEET WIDE, AND ELLIS AVENUE; THENCE NORTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID FARM LOT 48; THENCE EAST 330.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF FARM LOT 48; THENCE SOUTH 660.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 AND THE CENTERLINE OF ELLIS AVENUE; THENCE WEST 330.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 20: (AP NOS. 23-181-34, 110-015-56, 110-200-31, 110-230-08)

BEING A PORTION OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 11 WEST AND SECTIONS 3 AND 4, TOWNSHIP 6 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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D-1.21  
D-2.73

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PARCEL 20: (CONTINUED)

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE SOUTH 89°42'05" EAST 2639.70 FEET ALONG THE NORTHERLY LINE OF SAID NORTHEAST ONE-QUARTER TO THE NORTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER OF SECTION 3, SAID CORNER BEING THE CENTERLINE INTERSECTION OF GARFIELD AVENUE AND GOLDENWEST STREET AS SHOWN ON THE MAP OF TRACT NO. 7656 RECORDED IN BOOK 295, PAGES 28 THROUGH 31 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00°16'53" WEST 1177.92 FEET ALONG SAID CENTERLINE OF GOLDENWEST STREET TO A POINT ON THE EASTERLY PROJECTION OF A LINE PARALLEL WITH AN SOUTHERLY 7.50 FEET FROM THAT CERTAIN COURSE DESCRIBED AS "SOUTH 88°17'35" WEST 193.77 FEET" FOR A PORTION OF THE CENTERLINE OF A 15.00 FOOT STRIP OF LAND DESCRIBED AS PARCEL "G" OF THAT CERTAIN RIGHT OF WAY AND EASEMENT AGREEMENT RECORDED IN BOOK 9943, PAGE 221 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID CENTERLINE OF GOLDENWEST STREET SOUTH 88°17'08" WEST 241.54 FEET ALONG SAID PARALLEL LINE; THENCE LEAVING SAID PARALLEL LINE SOUTH 56°04'07" WEST 31.20 FEET; THENCE SOUTH 00°55'43" EAST 116.12 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT NO. 7656, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 800.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 15°41'15" EAST; THENCE WESTERLY 783.80 FEET ALONG SAID CURVE AND SAID NORTHERLY LINE OF TRACT NO. 7656 AND ALONG THE NORTHERLY LINE OF TRACT 7421 RECORDED IN BOOK 302, PAGES 20 THROUGH 23 OF MISCELLANEOUS MAPS ON THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 800.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 40°26'54" EAST; THENCE NORTHWESTERLY 249.63 FEET ALONG SAID CURVE AND SAID NORTHERLY LINE OF TRACT NO. 7421 THROUGH A CENTRAL AVENUE OF 17°52'42" THENCE NORTH 00°22'36" EAST 24.68 FEET; THENCE NORTH 44°22'22" WEST 78.12 FEET; THENCE SOUTH 48°52'36" WEST 27.00 FEET; THENCE SOUTH 79°52'36" WEST 248.95 FEET; THENCE SOUTH 00°22'36" WEST 5.90 FEET; THENCE NORTH 89°37'24" WEST 72.36 FEET; THENCE SOUTH 80°35'37" WEST 262.07 FEET; THENCE SOUTH 56°52'22" WEST 157.58 FEET; THENCE SOUTH 36°35'30" WEST 109.38 FEET; THENCE SOUTH 43°48'10" WEST 151.41 FEET; THENCE SOUTH 02°06'09" WEST 384.31 FEET; THENCE SOUTH 22°47'17" WEST 236.88 FEET; THENCE SOUTH 11°43'51" EAST 123.87 FEET; THENCE SOUTH 35°08'20" EAST 258.90 FEET; THENCE SOUTH 27°31'58" EAST 336.22 FEET; THENCE SOUTH 37°12'45" EAST 170.83 FEET; THENCE SOUTH 57°19'50" EAST 67.67 FEET; THENCE NORTH 34°15'43" WEST 68.56 FEET; THENCE NORTH 47°12'59" EAST 106.40 FEET; THENCE SOUTH 52°33'36" EAST 202.68 FEET; THENCE SOUTH 56°02'22" EAST 89.12 FEET; THENCE SOUTH 85°36'09" EAST 148.27 FEET; THENCE SOUTH 42°33'44" EAST 151.24 FEET; THENCE SOUTH 26°13'49" WEST 112.82 FEET; THENCE SOUTH 47°37'07" WEST 178.23 FEET; THENCE SOUTH 56°31'48" WEST 90.34 FEET;

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ASSOCIATES

HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
EXHIBIT "A"

PARCEL 20: (CONTINUED)

THENCE SOUTH 52°26'55" WEST 109.64 FEET; THENCE SOUTH 53°34'35" WEST 199.31 FEET; THENCE SOUTH 53°21'07" WEST 144.84 FEET; THENCE SOUTH 53°34'54" WEST 79.68 FEET; THENCE NORTH 78°49'50" WEST 129.11 FEET; THENCE NORTH 82°26'29" WEST 132.50 FEET; THENCE NORTH 87°53'06" WEST 142.58 FEET; THENCE NORTH 88°34'45" WEST 482.97 FEET; THENCE SOUTH 79°09'09" WEST 427.24 FEET; THENCE SOUTH 78°11'24" WEST 320.84 FEET; THENCE NORTH 09°07'55" EAST 186.17 FEET; THENCE NORTH 11°03'24" EAST 248.08 FEET; THENCE NORTH 19°01'22" EAST 142.80 FEET; THENCE NORTH 36°57'38" EAST 41.06 FEET; THENCE NORTH 35°24'38" EAST 689.02 FEET; THENCE NORTH 05°02'22" WEST 61.09 FEET; THENCE NORTH 85°46'51" WEST 28.56 FEET; THENCE SOUTH 53°58'25" WEST 49.15 FEET; THENCE NORTH 78°51'01" WEST 62.70 FEET; THENCE SOUTH 59°32'35" WEST 112.08 FEET; THENCE NORTH 70°28'27" WEST 109.58 FEET; THENCE NORTH 27°44'02" EAST 108.69 FEET; THENCE NORTH 17°29'33" EAST 232.75 FEET; THENCE NORTH 09°47'41" EAST 224.74 FEET; THENCE NORTH 06°41'28" EAST 218.10 FEET; THENCE NORTH 12°50'02" EAST 125.61 FEET; THENCE NORTH 11°12'50" WEST 67.15 FEET; THENCE NORTH 76°16'19" WEST 54.17 FEET; THENCE SOUTH 68°56'58" WEST 44.19 FEET; THENCE SOUTH 13°42'05" WEST 241.82 FEET; THENCE SOUTH 32°53'58" WEST 74.39 FEET; THENCE NORTH 83°32'50" WEST 85.42 FEET; THENCE NORTH 84°43'58" WEST 68.77 FEET; THENCE NORTH 53°16'51" WEST 49.91 FEET; THENCE NORTH 06°04'10" EAST 55.63 FEET; THENCE NORTH 03°04'00" WEST 150.41 FEET; THENCE NORTH 45°52'33" EAST 85.70 FEET; THENCE NORTH 15°45'53" EAST 122.97 FEET; THENCE NORTH 44°48'17" WEST 98.42 FEET; THENCE NORTH 35°04'20" WEST 62.07 FEET; THENCE NORTH 49°18'15" WEST 427.57 FEET; THENCE NORTH 70°42'04" WEST 751.89 FEET; TO A POINT ON THE NORTHEASTERLY PROJECTION OF THAT CERTAIN COURSE DESCRIBED AS "NORTH 41°42'13" EAST 164.55 FEET" FOR A PORTION OF THE SOUTHEASTERLY LINE OF SEAPOINT STREET (FORMERLY SEAVIEW AVENUE), 100.00 FEET IN WIDTH, AS SHOWN ON THE MAP FILED IN BOOK 166, PAGES 10 AND 11 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 41°42'13" WEST 243.13 FEET ALONG SAID NORTHEASTERLY PROJECTION TO THE MOST NORTHERLY CORNER OF PARCEL 1 AS SHOWN ON SAID LAST MENTIONED MAP; THENCE ALONG THE NORTHERLY LINE OF SAID MAP THE FOLLOWING COURSES: NORTH 48°17'47" WEST 100.00 FEET, SOUTH 41°42'13" WEST 164.55 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET AND SOUTHWESTERLY 259.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°49'31" TO THE MOST NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THAT CERTAIN PARTIAL RECONVEYANCE RECORDED AS INSTRUMENT NO. 82-222367 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE LEAVING SAID NORTHERLY LINE OF SAID LAST MENTIONED MAP NORTH 42°11'18" WEST 360.45 FEET ALONG SAID NORTHEASTERLY OF THE ABOVE DESCRIBED PARTIAL RECONVEYANCE TO A POINT ON THE NORTHERLY LINE OF THE HUNTINGTON

D-1.23 D.2.5

PARCEL 20: (CONTINUED)

BEACH CITY LIMIT BOUNDARY, AS SHOWN ON THE MAP FILED IN BOOK 97, PAGES 35 THROUGH 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES: SOUTH 89°37'14" EAST 91.97 FEET, NORTH 00°15'23" EAST 328.98 FEET, SOUTH 89°43'03" EAST 660.16 FEET; NORTH 00°19'15" EAST 328.84 FEET, NORTH 89°41'36" WEST 231.59 FEET AND NORTH 26°49'24" EAST 820.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2355.00 FEET, A RADIAL LINE TO CURVE BEARS SOUTH 45°17'28" WEST; THENCE LEAVING SAID HUNTINGTON BEACH CITY LIMIT BOUNDARY, SOUTHEASTERLY 591.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°24'00"; THENCE SOUTH 63°13'21" EAST 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2350.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 28°30'14" WEST; THENCE EASTERLY 1156.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°12'19" TO A POINT ON A LINE PARALLEL WITH AND 50.00 NORTHERLY FROM THE NORTHERLY LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 3; THENCE SOUTH 89°42'05" EAST 178.97 FEET ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 34; THENCE SOUTH 00°15'54" WEST 50.00 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

D-129

D-L 26

D-1.25

# ATTACHMENT 3



City of Huntington Beach Planning Department  
**STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Howard Zelefsky, Director of Planning  
**BY:** Mary Beth Broeren, Principal Planner *MB*  
**DATE:** February 8, 2005

**SUBJECT: ANNUAL REVIEW OF THE HOLLY SEACLIFF DEVELOPMENT AGREEMENT (NO. 90-1) 2004 COMPLIANCE REPORT**

**APPLICANT:** City of Huntington Beach, 2000 Main Street, Huntington Beach, CA 92648

**PROPERTY**

**OWNER:** Various, see Attachment No. 1

**LOCATION:** Approximately 490 acres located between Ellis Ave. on the north, Huntington St. on the east, Edwards St. on the west and the Seacliff Golf Course on the south

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**STATEMENT OF ISSUE:**

- ◆ Annual Review of Holly Seacliff Development Agreement No. 90-1 request:
  - Purpose to ascertain good faith compliance by Developer with terms of the Agreement and evaluate annual progress with required improvements.
  - Fourteenth consecutive review; previous reviews have determined compliance.
  
- ◆ Staff's Recommendation:

Determine Developer is in compliance and forward to City Council based upon the following:

  - Reasonable progress has been made in completing required improvements
  - Developer has complied with terms of 1990 Development Agreement and 2000 Settlement Agreement to-date.

**RECOMMENDATION:**

Motion to:

“Determine that the Developer is in compliance with the Holly Seacliff Development Agreement, approve the 2004 Compliance Report and forward to the City Council for review and acceptance.”

*D-1,26*

*B-1*

**ALTERNATIVE ACTIONS:**

The Planning Commission may take alternative actions such as:

- A. "Determine that the Developer is not in compliance and forward to the City Council for review."
- B. "Continue the Annual Review of the Development Agreement Compliance Report and direct staff accordingly."

**PROJECT PROPOSAL:**

The Holly Seacliff Development Agreement (DA) Compliance Report (Attachment No. 2) is being submitted to the Planning Commission for annual review purposes to determine whether or not the Developer has complied with the terms and conditions of the DA as of December 5, 2004, pursuant to Section 3.1.1 of the DA.

**Background:**

The Holly Seacliff Development Agreement was adopted by the City Council on November 5, 1990. The DA covers 490 gross acres in the west central area of the city, including most of the Holly Seacliff Specific Plan (HSSP) area and approximately 51 acres in the Ellis Goldenwest Specific Plan (EGSP) area. It requires the developer to dedicate 41.3 acres for the proposed Harriett M. Wieder Regional Park, construct infrastructure improvements, construct arterial streets and landscape medians, provide 12 acres of local parks and contribute toward Fire and Police costs and infrastructure. In return, the DA gives the Developer vested rights to proceed with development in accordance with existing land use designations for a period of 15 years from the effective date of December 5, 1990.

The DA properties were sold to three companies in 1996 as follows: 1) PLC acquired 383 acres primarily in the HSSP area, 2) MS Vickers II, LLC acquired 65 acres in the HSSP area and New Urban West, Inc. (NUWI) acquired 41 acres (The Hamptons project in the EGSP area). This annual review encompasses the DA obligations of PLC; the obligations associated with the MS Vickers II, LLC and NUWI properties have been satisfied. The report focuses on PLC as that company acquired almost all of the significant DA obligations. (PLC has, in turn, sold most of its properties to other developers. In these sales, PLC has retained responsibility for all DA obligations with the exception of payment of fees associated with building permits.) On November 1, 2004, PLC submitted its 2004 Annual Monitoring Report (Attachment No. 3), and staff has reviewed the report for compliance with the requirements of the DA.

On April 17, 2000 the City Council approved a Settlement Agreement with PLC regarding reimbursement for excess infrastructure capacity built by PLC per the DA. PLC has complied with all Settlement Agreement requirements.

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**ISSUES:**

**Subject Property And Surrounding Land Use, Zoning And General Plan Designations:**

LOCATION	GENERAL PLAN	ZONING	LAND USE
Subject Property:	Residential Low Density, Residential Medium Density and Residential Medium High Density, Commercial General, Industrial General, Mixed Use, Open Space-Park, Open Space-Commercial Recreation	Holly Seacliff Specific Plan and Ellis Goldenwest Specific Plan	Residential, Commercial, Industrial and Vacant
North of Subject Property (across Ellis Avenue)	Open Space-Park	Open Space-Parks and Recreation	Huntington Central Park
East of Subject Property	Residential Medium Density	Medium Density Residential	Condominiums, Apartments
South of Subject Property:	Open Space-Commercial Recreation, Public	Open Space-Parks and Recreation	Golf Course, High School
West of Subject Property	Open Space-Park	Open Space-Parks and Recreation	Proposed Linear Park

**General Plan Conformance:**

On January 8, 1990, the City Council approved the Holly Seacliff General Plan Amendment, which established the Master Plan for the Holly Seacliff area. The DA is based on the Master Plan and all proposed development must conform to the land use designations as identified in the General Plan, Specific Plans and the DA, or as such plans may be amended by mutual consent of the City and developer.

**Zoning Compliance:**

The Holly-Seacliff Development Agreement covers properties located in the Holly Seacliff Specific Plan and the Ellis Goldenwest Specific Plan. These two zoning documents are incorporated by reference in the DA and prescribe the development standards for properties located in the DA area. The DA itself complies with the Huntington Beach Ordinance Code in effect when the DA was adopted.

**Urban Design Guidelines Conformance:**

The Urban Design Guidelines are not applicable to the annual review of the Development Agreement. However, construction within the DA area would be reviewed in the context of the Guidelines.

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**Environmental Status:**

The Holly Seacliff Development Agreement No. 90-1 is covered by Final Environmental Impact Report No. 89-1, which was certified by the City Council on January 8, 1990. No additional environmental review is required for this report.

**Coastal Status:**

A portion of the Holly Seacliff Development Agreement No. 90-1 is located within the City's Certified Coastal Zone. No action is necessary for this review.

**Redevelopment Status:** Not applicable.

**Design Review Board:** Not applicable.

**Subdivision Committee:** Not applicable.

**Other Departments Concerns:**

**Public Works**

The Public Works Department is responsible for reviewing, approving and monitoring all infrastructure development such as grading, street improvements, traffic signals, water and sewer system improvements and public area landscaping improvements. The Public Works staff has concluded that the Developer is in compliance with the DA.

**Fire Department**

The Fire Department is responsible for monitoring compliance with emergency response requirements such as requiring opticom devices on traffic signals, compliance with soil remediation of the development areas and the land dedicated for park purposes and design/construction of the new fire station identified in the DA. The Fire Station was completed in October 2000. The Fire Department did not have any concerns for this annual review.

**Community Services Department:**

The Community Services Department indicates that the Development Agreement obligations have been met to-date.

**Police Department:**

PLC has completed its payment of \$850,000 to the City for police-related purposes. PLC has no further obligations related to police services under the Development Agreement.

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**Public Notification:**

Legal notice was published in the Huntington Beach/Fountain Valley Independent on January 27, 2005, and notices were sent to property owners of record, individuals/organizations requesting notification and interested parties. As of February 1, 2005, no communication supporting or opposing the request has been received.

**Application Processing Dates:**

<b><u>DATE OF COMPLETE APPLICATION:</u></b>	<b><u>MANDATORY PROCESSING DATE(S):</u></b>
November 1, 2004	Not applicable

**ANALYSIS:**

This review is the fourteenth consecutive Holly Seacliff Development Agreement Compliance Report prepared for Planning Commission and City Council review and approval. Each year, staff has prepared a Compliance Report that has been approved by the Planning Commission and the City Council. This year, as with years past, staff has determined that the Developer is in compliance with the requirements of the Development Agreement from December 6, 2003 through December 5, 2004. The following is an overview of the requirements of the DA, including a summary of infrastructure improvements, phasing of street construction and construction of public safety requirements. Attachment No. 4 summarizes the status of all improvements.

**Park Improvements**

Section 2.2.1 of the DA requires land dedication of 41.3 acres for Linear Park (Harriett M. Wieder Regional Park). The dedications were completed as of the 1995 annual review. Section 2.2.2 requires dedication of 12 acres for neighborhood parks and construction of park improvements. PLC has completed two of the three local parks required by the DA. Improvements to Baca Park (formerly Seagate Park), south of Ellis Avenue between Goldenwest and Gothard Streets, were completed in August 1997. Discovery Well Park (formerly Peninsula Park) was completed in August 2000 along Summit Drive, west of Goldenwest Street.

The third neighborhood park will be located along Promenade Parkway, pursuant to the HSSP. Approximately two acres of the four acre site has soil contamination. On October 21, 2002, the City Council approved acceptance of the park parcel and an environmental indemnification agreement with Chevron Land and Development Company (responsible for the capping) and PLC (responsible for construction of the park). On November 13, 2002, the Community Services Commission approved the conceptual design plan for the park. On February 17, 2004, the City Council approved naming the neighborhood park after former mayor and council member Peter M. Green. Precise grading plans were signed June 3, 2004, Clean Cap construction drawings and monitoring plans were signed June 11, 2004, and landscape construction drawings were signed September 7, 2004. As of September 30, 2004, Chevron's contractor had completed removal of the surcharge stockpile and begun installation of the subdrain and vent systems, liner and clean soil cap. PLC completed final grading of the park in October

D-1.30

2004 and began installation of the park improvements. PLC and Chevron plan to complete installation of all park improvements and soil gas monitoring systems by the end of February 2005.

#### Overview of Street Improvements and Phasing

Section 2.2.4 of the DA requires the developer to design and construct circulation and streetscape improvements in the Holly Seacliff area, including 4.5 miles of arterial highways, eight traffic signals, and 3.2 miles of landscaped medians. A summary and schedule of the street improvement phases is included as Attachment 1 to the 2004 Annual Monitoring Report prepared by PLC (Attachment No. 3 in this report). To date, the Developer has spent in excess of \$37 million for right of way acquisition and construction and has completed all of the roadway construction. However, some additional landscape improvements are still pending at the intersection of Seapoint and Garfield.

#### Status of Water Reservoir

The water reservoir was completed and made operational in 2001.

#### Relationship of Development Agreement and Ellis Goldenwest Specific Plan

The Ellis Goldenwest Specific Plan was adopted by the City in June, 1989 and is part of the Existing Land Use Regulations that govern development of the property covered by the Development Agreement. Approximately 51 acres of property within the 160-acre Ellis Goldenwest Specific Plan are subject to the Agreement. This property includes The Hamptons project, developed by NUWI, and the elementary school site. The school site was acquired by the Huntington Beach City School District in November 1997. School construction was completed in Fall 1999.

#### Overall status of development

Through December 5, 2004, building permits have been issued for almost 1,920 units in the Holly Seacliff Specific Plan area and for 110 units in The Hamptons project on property governed by the DA. This represents approximately 97 percent of the total residential units anticipated to be built within the DA area (Attachment No. 4).

#### SUMMARY:

The 2004 Annual Monitoring Report conforms with the requirements of the Holly Seacliff Development Agreement No. 90-1. Infrastructure improvements have been completed per the Agreement and the last remaining public improvement, i.e. the third neighborhood park, is near completion. Staff recommends that the Planning Commission approve this annual monitoring report and forward it to the City Council for review and approval.

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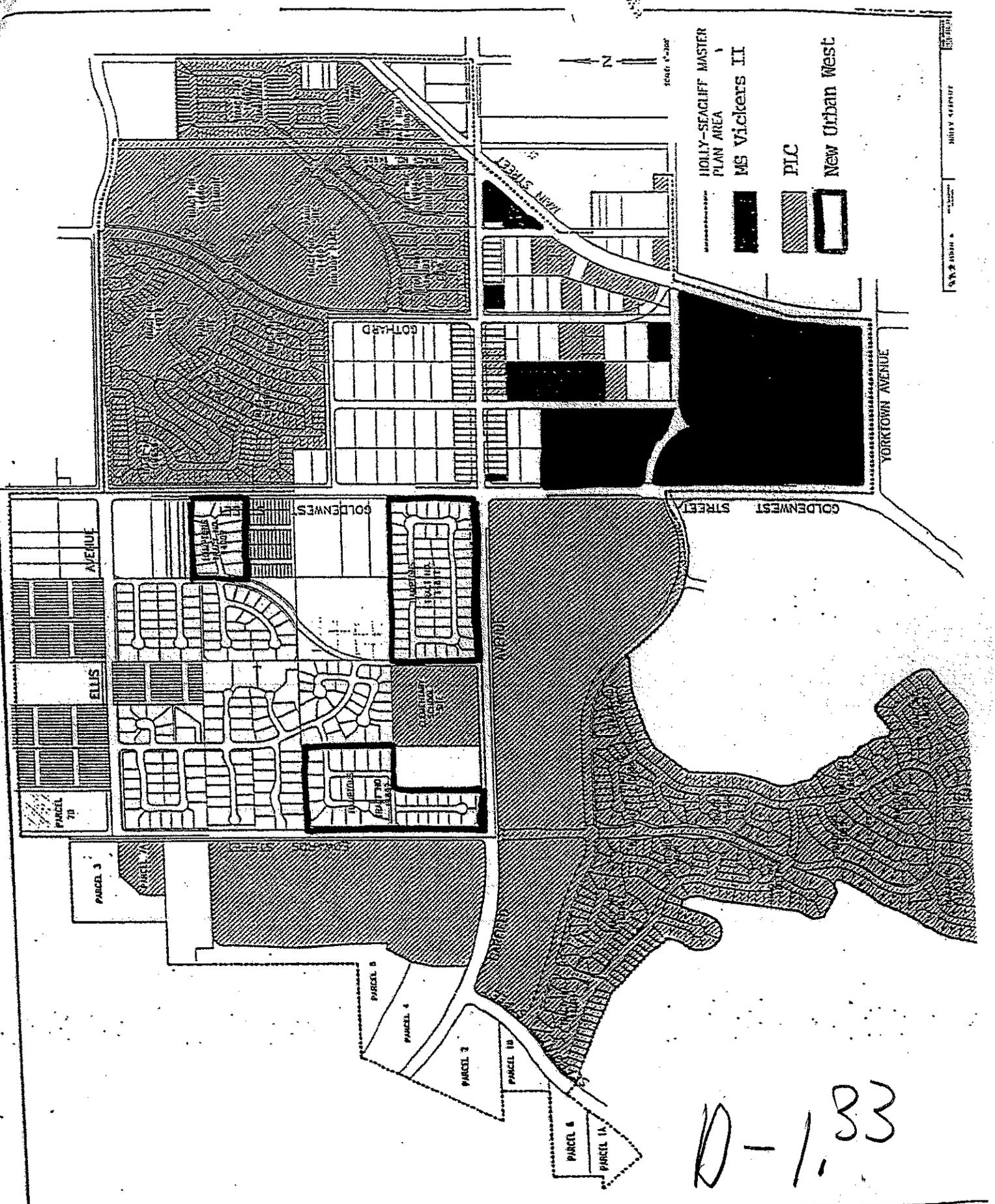
**ATTACHMENTS:**

1. Property Owner Map
2. The 2004 Holly Seacliff Development Agreement No. 90-1 Compliance Report prepared by staff.
3. The Annual Monitoring Report prepared by PLC dated November 1, 2004.
4. Summary of Infrastructure Obligations and Development

SH:HF:MBB:rl

(05sr01)

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**THE 2004 ANNUAL  
HOLLY-SEACLIFF  
DEVELOPMENT AGREEMENT  
COMPLIANCE REPORT  
(From December 6, 2003 through December 5, 2004)**

	<u>Status</u>
<b>2.2.1      <i>Linear Park</i></b>	
(a)      Dedicate 41.3 acres for Linear Park:	
(1) 4.9 acres by 2/5/91	C
(2) 7.9 acres by 6/30/91	C
(3) 6.7 acres by 12/31/91	C
(4) 7.7 acres by 6/30/92	C
(5) 7.8 acres by 12/31/92	C
(6) 3.6 acres after Shell gas plan removed, by 12/31/94	C
(7) City has option for 5 years for additional 2.7 acres or 4.5 acres. City has opted for 4.5 acres	C
(b)      Dedicate land free and clear of oil and gas equipment	C
(c)      Rough grade portion of Park adjacent to Tentative Tract 14355; cooperation other rough grading	C
(d)      Provide landscaped buffer between park and new tracts	C
(e)      Provide CLTA preliminary title report on dedicated land	C
(f)      Receive credit for 35.6 acres of park dedications	C
(g)      If City requests additional 2.7 acres, then credit is 41.3 acres; if City requests additional 4.5 acres, then credit is 43.1 acres	C
(h)      Park credit can be applied to other residential developments	P
(i)      Additional dedication or fees may be required by law	F

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C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

- 2.2.2 Neighborhoods Parks**
- (a) Dedicate 12 acres for neighborhood parks P
  - (b) Identify sites on tentative maps and dedicate at recordation P
  - (c) Construct improvements for \$1,200,000. Complete each park at one-half (1/2) unit occupancy for each planning unit P
  - (d) Maintain Park until City acceptance C
- 2.2.3 Public Right-of-Way and Private Streetscape Improvements**
- (a) Dedicate and improve public rights-of-way per phasing plan P
  - (b) Improve Perimeter streetscape and trails on Developer's property P
  - (c) Maintain perimeter streetscape improvements C
- 2.2.4 Traffic Circulation Improvements**
- (a) Dedicate, design and improve arterials. Prepare plans within 120 days of effective date, and submit improvements plans within one (1) year of adoption of precise plans. Commence construction within 120 days of City right-of-way acquisition and plan approval. Complete within three (3) years C
  - (b) Prepare local street plans C
  - (c) Design and construct intersection improvements C
  - (d) Construct and landscape medians C
  - (e) Maintain Transportation Corridor in Area C C
  - (f) Pay \$150 per trip traffic impact fee P
  - (g) If Cross-Gap Connector not built during term of Agreement, pay additional traffic fees if required F
  - (h) Construct street improvements to north half of Ellis and Edwards north of Ellis; receive credit against traffic impact fees C

C=Compliance  
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D-1.35

- (i) Lower 42 inch water main at Edwards and Garfield C
- (j) Developer eligible for Reimbursable Costs for off-site infrastructure improvements P
- (k) Dedicate all Developer's property within rights-of-way for arterials C
- (l) Above improvements mitigate all traffic impacts C

**2.2.5 Water, Sewer Drainage and Utility Improvements**

- (a) Construct all master plan sewer facilities to serve Project C
- (b) Construct all drainage improvements to serve Project C
- (c) Upsize infrastructure if necessary because of density transfer C
- (d) Underground overhead utilities except 66kv C
- (e) Construct Cross-Gap water main, or its equivalent within project area C
- (f) Install "green acres" distribution and service lines C
- (g) Developer eligible for Reimbursable Costs for (a) through (f) C
- (h) Construct nine (9) million gallon water reservoir, booster stations, well and transmission lines. Start pre-design within 180 days of Effective Date. Start construction within 120 days of City site acquisition and City approval of plans C

**2.2.6 Fire and Emergency Medical**

- (a) At first building permit, start annual payments of \$223,300 for paramedic services, until 1,000 units or assessed value increase of \$775 million C
- (b) Construct, furnish and equip fire station on land provided by City, not to exceed cost of \$3,150,000, subject to adjustment, Developer eligible for Reimbursable Costs C

11-1.36

C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

- 2.2.7 Police**
- (a) Construct, furnish and equip police substation at a fire station, cost, not to exceed \$654,000 subject to adjustment. Developer eligible for Reimbursable Costs C
- 2.2.8 School Facilities**
- (a) Designate school site as provided by law, and encourage Developer and District to negotiate in good faith C
- 2.2.9 Other Development Controls**
- (a) Maintain minimum of 100,000 square feet GLA in "mixed development" area C
- (b) Prepare a Holly-Seacliff Specific Plan C
- 2.2.10 Fees**
- (a) Pay all fees as required by Existing Land Use Regulations C
- (b) Pay any increases to existing fees adopted on City-wide basis F
- (c) Pay proposed "planning permit processing fee" if adopted C
- (d) Pay any police/fire operating fee adopted, subject to 2.2.6(a) F
- (e) Pay any increase in water service fee, subject to 2.2.5(h) F
- (f) Pay any new City-wide fee imposed on all F
- (g) Pay any new fee for new development impacts, based on City study F
- (h) Pay traffic impact fee, subject to 2.2.4 C
- (i) Pay annual Report Review Fee C
- (j) Pay only fees that are legally valid; increases in building fees are not retroactive C

C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

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**2.2.11 Reimbursement Agreements**

- (a) City shall reimburse Developer upon receipt of fees generated from other development served by excess capacity P
- (b) Director of Public Works verify Developer's actual costs and determine Reimbursable Costs. C
- (c) Disputes appealable to City Administrator, then City Council. C
- (d) Reimbursable Costs based on 3,780 units, even if fewer units built C
- (e) Apportion any unrecoverable costs in an equitable manner between Developer and subsequent developers F
- (f) City to use best efforts to obtain maximum Reimbursable Costs for Developer from future development P
- (g) Balance of Reimbursable Costs adjusted annually, not to exceed 200% of original cost P

**2.2.12 Approval as to Form by City Attorney**

City Attorney must approve form of instruments conveying dedications C

**2.3 Development Standards and Schedule**

**2.3.1 Permitted uses and development standards are those set forth in Existing Land Use Regulations (ELUR) and Agreement**

**2.3.3 The only Development Exactions applicable are those in ELUR and this Agreement**

**2.3.4 No additional Subsequent Land Use Regulations shall apply**

**2.3.5 Developer may apply to form an assessment district, community facilities district or similar special district to finance public improvements**

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C=Compliance  
P=In Progress  
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N=Non Compliance

**2.4 Amendments to Existing Land Use Regulations**

- 2.4.1 Developer and City may seek mutually desired changes to the Project or Existing Land Use Regulations (ELUR). If mutually agreeable Holly-Seacliff Specific Plan is approved, its standards become part of ELUR. Developer to notify City in writing if Specific Plan agreeable**
- 2.4.2 If ELUR conflict with State or Federal laws, those portions of ELUR will be modified or suspended to comply**
- 2.4.3 Developer to comply with all state-mandated Uniform codes**
- 2.4.4 City can modify or suspend Developer's right to proceed, if necessary, to protect against immediate or serious threat to public health or safety. Public hearing required if Developer disputes**

**2.5 Processing of Development Approvals**

- 2.5.1 City agrees to review all applications in accordance with ELUR. No subsequent or supplemental EIR's shall be required unless impacts exceed level of impacts addressed in ELUR**

- 2.6 City to cooperate to secure permits and approvals required by City or other agencies having jurisdiction**

**Section 3 Periodic Review Default; Remedies; Termination**

**3.1 Periodic Review**

- 3.1.1 Developer to prepare and City to review an Annual Monitoring Report** C

- 3.1.2 City Council may review Report at public hearing** P

- 3.1.3 & 3.1.4 Provides procedure for notice and hearing on modification or termination, if necessary**

- 3.1.5 City to issue certificate of compliance, if appropriate**

C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

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- 3.2 *Failure to perform is a default. Provides time period for cure*
- 3.3 *City may terminate in event of default*
- 3.4 *Disputes are referred to a retired judge*
- 3.5 *Remedies are cumulative. Inaction not a waiver of default*
- 3.6 *No cross defaults*
- 3.7 *Termination in event of judicial invalidation*
- 3.8 *Restitution to Developer if City terminates without just cause*

**Section 4** *General Provisions*

- 4.1 *Indemnification, defense, and hold harmless*
- 4.2 *Assignment*
- 4.3 *Encumbrances of the property; rights of mortgagees*
- 4.4 *No third party beneficiaries*
- 4.5 *Term of the Agreement is 15 years (December 5, 2005)*
- 4.6 *Agreement runs with the land*
- 4.7 *Project is a private undertaking*
- 4.8 *Consent shall not be unreasonably withheld*
- 4.9 *Covenant of good faith and fair dealing*
- 4.10 *Cooperation in execution of documents*
- 4.11 *Cooperation in the event of legal challenge*
- 4.12 *Amendments and waivers*
- 4.13 *Time of essence*
- 4.14 *Extension of times of performance*

D-1.40

C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

**4.15 Severability**

**4.16 Notices**

**4.17 Interpretation**

**4.18 Compliance with City's procedures**

**Section 5 Authority to Execute**

**5.1 City Authority**

**5.2 Developer Authority**

**5.3 Recordation**

**5.4 Entire Agreement**

C=Compliance  
P=In Progress  
F=Future Obligation  
N=Non Compliance

D-1.41



October 28, 2004

City of Huntington Beach

NOV 01 2004

Ms. Mary Beth Broeren, Principal Planner  
Planning Department  
2000 Main Street  
Huntington Beach, CA 92648

Subject: Holly Seacliff Development Agreement No. 90-1  
PLC Land Company Annual Monitoring Report

Dear Mary Beth:

Enclosed please find PLC Land Company's 2004 Annual Monitoring Report as required by the Holly Seacliff Development Agreement No. 90-1. The attached table identifies all developer obligations and the status of compliance with each obligation as of September 30, 2004.

In accordance with Section 3.1 of the Agreement, would you please forward this report to all affected departments, Planning Commission and City Council for their review and approval and issuance of a certificate of development agreement compliance.

Please let me know if there is any additional information you need.

Sincerely,

William D. Holman  
Vice President, Planning & Community Development

Enclosures: Annual Monitoring Report  
Review Fee

cc: Penny Culbreth-Graft, City Administrator  
Howard Zelefsky, Planning Director  
Jennifer McGrath, City Attorney  
Joan Flynn, City Clerk

D-1.42

PLC Land Company

19 Corporate Plaza Drive  
Newport Beach, California 92660

949.721.9777 Telephone  
949.729.1214 Facsimile

ATTACHMENT NO. 3.1

Fire Section I Definitions

Section 2 Development of the Property

2.1 Developer's Right to Develop: City's Right to Regulate Development

Developer has vested legal right to proceed with Development of Project in accordance with Agreement. City has right to regulate Development of Project consistent with Developer's vested rights and terms and conditions of Agreement.

2.2 Developer's Obligations

2.2.1 Linear Park

(a) Dedicate 41.3 acres for Linear Park:

- |     |  |   |     |  |
|-----|--|---|-----|--|
| (1) | 4.9 acres by 2/5/91.   | C | (1) | Deed to Parcel 1 (5.2 acres) delivered to City on February 4, 1991. Deed recorded June 3, 1994 and Parcel 1 transferred to County of Orange July 14, 1994.   |
| (2) | 7.9 acres by 6/30/91.  | C | (2) | Deed to Parcel 2 (7.7 acres) delivered to City on June 28, 1991 and recorded December 18, 1992. Parcel 2 transferred to County of Orange September 1997.   |
| (3) | 6.7 acres by 12/31/91.   | C | (3) | Deed to Parcel 3 (6.7 acres) delivered to City on December 20, 1991 and recorded December 4, 1992. Parcel 3 transferred to County of Orange September, 1997.   |
| (4) | 7.7 acres by 6/30/92.  | C | (4) | Deed to Parcel 4 (7.4 acres) delivered to City on June 26, 1992 and recorded March 14, 1995.   |
| (5) | 7.8 acres by 12/31/92.   | C | (5) | Deed to Parcel 5 (7.7 acres) delivered to City on December 15, 1992 and recorded March 14, 1995.   |
| (6) | 3.6 acre after Shell gas plant removed, by 12/31/94.               | C | (6) | Parcel 6 deeded to County of Orange on May 27, 1994 per Amendment I to Development Agreement 90-1.   |
| (7) | City has option for 5 years for additional 2.7 acres or 4.5 acres. | C | (7) | City Council authorized exercise of option to acquire Parcel 7b on April 4, 1994. City Council released option to acquire Parcel 7a by quitclaim deed recorded December 22, 1994. Deed to Parcel 7b accepted by City on December 4, 1995 and recorded on December 8, 1995. |

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Development Agreement No. 90-1

Comments

Status

- (b) Dedicate land free and clear of oil and gas equipment. (Does not apply to Parcel 7b.) C
- (c) Rough grade portion of Park adjacent to Tentative Tract 14355; cooperate on other rough grading. C
- (d) Provide landscaped buffer between park and new tracts. C
- (e) Provide CLTA preliminary title report on dedicated land. C
- (f) Receive credit for 35.6 acres of park dedications. C
- (g) If City requests additional 2.7 acres, then credit is 41.3 acres; if City requests additional 4.5 acres, then credit is 43.1 acres. C
- (h) Park credit can be applied to other residential developments. P
- (i) Additional dedication or fees may be required by law. F
- 2.2.2 Neighborhood Parks
- (a) Dedicate 12 acres for neighborhood parks. P
- (b) Identify sites on tentative maps and dedicate at recordation. P
- (c) Construct improvements for \$1,200,000. Complete each park at one-half unit occupancy of each planning unit. P
- (d) Maintain park until City acceptance at final release of tract. C

(b) All oil and gas wells on dedicated parcels (except Parcel 7b) have been abandoned in compliance with the State of California Division of Oil and Gas standards and all production equipment was removed prior to dedication. Oil well abandonment and disposition reports and environmental site assessments have been submitted evidencing compliance with applicable regulations and accepted by the Fire Department.

(c) Rough grading completed June 1998.

(d) Landscaped buffer adjacent to park within Tract 14355 (Bluffs) completed.

(e) Title reports were delivered with above deeds for dedicated parcels.

(f-g) City has authorized a credit of 42.32 acres for Parcels 1-7.

(h) To date, City has applied 35.21 acres of credit to new developments, leaving PLC a balance of 7.11 acres (6/29/04).

(a) A 3.1-acre portion of the SeaGate Neighborhood Park within Tract 14978 was dedicated, improved and accepted by the City in April 1999. 7.03 acres of neighborhood parkland were dedicated as part of Tracts 15675 and 15728. Park improvements were accepted by the City in August 2000. City has not issued credits for 10.13 acres of neighborhood parks dedicated and accepted.

(b) A 4-acre neighborhood park (Peter Green Park) is being developed at the corner of Promenade Parkway and Seagate Drive. A conceptual design for the park was approved by the Community Services Commission on March 12, 2003. An Environmental Indemnification Agreement for City acceptance of the park site and improvements was approved by the City Council on October 21, 2002. The park site is included in Tentative Tract Map No. 16490, approved by the Planning Commission on September 9, 2003.

(c) Improvements to the SeaGate Neighborhood Park totaling \$725,000 were completed in August 1997. Improvements to the Peninsula Neighborhood Park totaling \$1,208,900 were completed in August 2000. Park improvements totaling \$1,350,000 are presently under construction, with completion scheduled for February 2005.

(d) The City has accepted maintenance of both neighborhood parks dedicated

C = Complete P = In Progress F = Future Obligation

Development Agreement No. 90-1

Comments

Status

2.2.3 Public Right of Way and Private Streetscape Improvements

(a) Dedicate and improve public rights of way per Facilities Improvement Plan.

C (a) Phase 1 improvements to Garfield Avenue, Seapoint Street and Edwards Street north to Ellis Avenue completed October 1992. Phase 2A (Ellis Avenue-Goldenwest to Gothard) completed December 1995. Phase 3A (Gothard Street-Ellis to Garfield) completed June 1997. Phases 4A and 4B (Garfield Avenue-Goldenwest to Main, and Main Street-Garfield to Huntington) completed August 1998. Phase 1B (Edwards Street-Ellis to Inlet) completed September 1999 and 4C (Main Street-Garfield to Clay) completed June 1999. Phase 2C and 2D (Goldenwest Street-Ellis to Yorktown) completed August 2000. Phase 3C (Gothard Street - Garfield to Clay) completed September 2001. Phase 2B (Ellis Avenue - Edwards to Goldenwest) construction completed September 2003.  
 P (b) Phase 1, 1A, 2A-D, 3A, 4A and 4B perimeter landscaping completed. Landscaping is currently being installed along Gothard Street and Promenade Parkway as part of the Bel Air development.

(b) Improve perimeter streetscape and trails on Developer's Property

(c) Maintain perimeter streetscape improvements.

C (c) Private homeowners associations are maintaining all perimeter landscaping.

2.2.4 Traffic and Circulation Improvements

(a) Dedicate, design and improve arterials. Prepare precise plans within 120 days of Effective Date, and submit improvement plans within 1 year of adoption of precise plans. Commence construction within 120 days of City right of way acquisition and plan approval. Complete within 3 years.  
 (b) Prepare local street plans.  
 (c) Design and construct intersection improvements.

C (a) All required arterial highway improvements have been completed.  
 City completed acquisition of all right of way in 2001. Developer spent a total of \$3,578,525 to fund City's right of way acquisition and related legal service costs.

C (b) Local street improvement plans were submitted with each tentative tract map.  
 C (c) New traffic signals have been installed at the following intersections: Ellis/Edwards, Ellis/Goldenwest, Ellis/Gothard, Promenade/Gothard, Promenade/Main, Garfield/Seapoint, Garfield/Edwards, Garfield/Saddleback, Garfield/Goldenwest, Garfield/Gothard, Garfield/Main and Main/Gothard. Opticom devices installed on all new signals.

(d) Construct and landscape medians.

(e) Maintain Transportation Corridor in Area C.

C (d) All medians complete.  
 C (e) Requirements for the designation and maintenance of the Transportation Corridor were adopted as part of the Holly Seaciff Specific Plan. Corridor maintained in approved Tracts 14660 and 15520.

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Development Agreement No. 90-1

Comments

Status

(f) As of September 30, 2004, Developer has spent \$5,123,358 on eligible street improvements (including ENR adjustments). City has applied a total of \$3,181,940 in traffic impact fee credits and paid \$1,938,053 in reimbursements, leaving a balance due Developer of \$3,375.

(g) If Cross-Gap Connector not built during term of Agreement, pay additional traffic impact fees, if required by traffic study.  
 (h) Construct street improvements to north half of Ellis and Edwards north of Ellis; receive credit against traffic impact fees or reimbursement.

(h) Edwards Street improvements complete. Revised Ellis Avenue improvement plans approved April 30, 2003 and construction completed September 30, 2003.

(i) Lower 42" water main at Edwards and Garfield.  
 (j) Developer eligible for Reimbursable Costs for offsite infrastructure improvements.

(i) Completed as part of Phase I improvements.  
 (j) PLC and City entered into agreement for excess capacity reimbursement for April 2000. Developer has received \$523,302 reimbursement for Goldenwest and Gothard Streets. Per amended settlement agreement dated June 17, 2002, Developer is eligible for up to \$204,373 in additional fees collected from future development in Area of Benefit District. Right of way dedications have been made on final maps or by separate instrument if improvements constructed prior to final map recordation.

(k) Dedicate all Developer's property within rights of way for arterials.

(l) Above improvements mitigate all traffic impacts.

2.2.5 Water, Sewer, Drainage and Utility Improvements

(a) Construct all master plan sewer facilities to serve Project.  
 (b) Construct all drainage improvements to serve Project.  
 (c) Upsize infrastructure if necessary because of density transfer.

(a) All master plan sewer facilities complete.  
 (b) All master plan drainage facilities complete.  
 (c) Approved density transfers have not resulted in upsized infrastructure requirements.

(d) Underground overhead utilities except 66kv transmission lines.  
 (e) Construct Cross-Gap water main, or its equivalent within project area.  
 (f) Install "green acres" distribution and service lines.

(d) All phases of undergrounding complete.  
 (e) 16- and 20-inch water mains installed in Garfield Avenue as part of Phase I improvements.

(g) Developer eligible for Reimbursable Costs for (a) through (f).

(f) All reclaimed water lines complete. Developer has received final reimbursement for excess capacity from Orange County Water District.  
 (g) Developer has received final reimbursements from City and Orange County Water District for water, sewer, drainage and utility improvements

D-1.46

C = Complete P = In Progress F = Future Obligation

Development Agreement No. 90-1

Comments	Status	Comments
(h) Construct 9 million gallon water reservoir, booster station, well and transmission lines. Start design within 180 days of Effective Date. Start construction within 120 days of City site acquisition. Developer eligible for Reimbursable Costs.	C	(h) Reservoir and booster station completed October 2001 for total Actual Costs of \$8,821,990. Developer received final excess capacity reimbursement of \$1,190,368 in November 2001.
<u>2.2.6 Fire and Emergency Medical</u>		
(a) At first building permit, start annual payments of \$223,300 for paramedic services, until 1000 units or assessed value increase of \$775 million.	C	(a) Developer completed six annual payments totalling \$1,506,947. Paramedic unit on-line at Gothard Station July 1993. 1,000-unit threshold met May 1999. No further payments due.
(b) Construct, furnish and equip fire station on land provided by City, not to exceed cost of \$3,150,000, subject to adjustment. Developer eligible for Reimbursable Costs	C	(b) Fire station site acquired by City September 17, 1997. Construction commenced July 1999 and completed October 2000. Developer's costs totaled \$3,868,443. Final payment made March 8, 2002.
<u>2.2.7 Police</u>		
(a) Construct, furnish and equip police substation at fire station at cost not to exceed \$654,000, subject to adjustment. Developer eligible for Reimbursable Costs.	C	(a) Developer has made payments totaling \$850,000 to complete obligation. No Reimbursable Costs due Developer.
<u>2.2.8 School Facilities</u>		
(a) Designate school site as provided by law, and encourage Developer and District to negotiate in good faith.	C	(a) Designated elementary school site acquired by Huntington Beach City School District on November 25, 1997. Construction completed and school opened in September 1999.
<u>2.2.9 Other Development Controls</u>		
(a) Maintain minimum of 100,000 sq. ft. GLA in "mixed development" area.	C	(a) Obligation assumed by Shea Vickers Development
(b) Prepare a Holly-Seacliff Specific Plan.	C	(b) The Holly Seacliff Specific Plan was adopted by the City Council on April 20, 1992.
<u>2.2.10 Fees</u>		
(a) Pay all fees as required by Existing Land Use Regulations.	C	(a) Developer has paid all required application, plan check, permit and impact fees associated with Project for all applications submitted. In addition, Developer has reimbursed City for staff costs related to right of way acquisition and project management.

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Development Agreement No. 90-1

Comments

Status

- (b) Pay any increases to existing fees adopted on City-wide basis. C
- (c) Pay proposed "planning permit processing fee" if adopted. F
- (d) Pay any police/fire operating fee adopted, subject to 2.2.6(a). F
- (e) Pay any increase in water service fee, subject to 2.2.5(h). C
- (f) Pay any new city-wide fee imposed on all owners, businesses, and residents. C
- (g) Pay any new fee for new development impacts not otherwise mitigated, based on City study. F
- (h) Pay traffic impact fee, subject to 2.2.4. C
- (i) Pay annual Report Review Fee. C
- (j) Pay only fees that are legally valid; increases in building fees are not retroactive. C

Refer to 2.2.4 (f).  
Fee paid with each Annual Monitoring Report.

2.2.11 Reimbursement Agreements

The following apply to Reimbursable Costs and agreements:  
City shall reimburse Developer upon receipt of fees generated from other development served by excess capacity.

- (a) Holly Seacliff Specific Plan requires City to establish and administer a program for developer fair share funding of required public improvements. Traffic Impact Fee Credit and Reimbursement Agreement approved by the City Council on February 20, 1996 and amended as part of the April 2000 Settlement Agreement for Reimbursement for Excess Capacity. Reimbursement agreement for Green Acres Reclaimed Water Lines approved by OCWD on April 18, 1997. Ordinance creating Area of Benefit District approved by City Council June 17, 2002. Reimbursable Costs determination complete. P (a)
- (b) Director of Public Works verify Developer's actual costs and determine Reimbursable Costs. C (b)
- (c) Disputes appealable to City Administrator, then City Council. Dispute over Developer reimbursements for excess capacity of public improvements settled by approval of Settlement Agreement dated April 17, 2000 (amended June 17, 2002). Settlement and Release Agreement pertaining to City's denial of entitlements for Developer's 2.7-acre property at Ellis and Edwards approved February 4, 2002. C (c)

- (d) Reimbursable Costs based on 3,780 units, even if fewer units built. C
- (e) Apportion any unrecoverable costs in an equitable manner between Developer and subsequent developers. F

C = Complete P = In Progress F = Future Obligation

D-1.48

Development Agreement No. 90-1

Comments	Status
<p>(f) City and Developer have entered into an agreement for excess capacity reimbursement. Developer has received \$2,251,734 in reimbursements and is eligible for an additional \$204,373 from future development.</p>	P
<p>(g) City Attorney (and City Council) approved grant deed form for park dedication February 4, 1991. Environmental Indemnification Agreement for City acceptance of Promenade Neighborhood Park environmental mitigation and park improvements approved October 21, 2002.</p>	C
<p>2.2.12 Approval as to Form by City Attorney</p> <p>City Attorney must approve form of instruments conveying dedications.</p>	C
<p>2.3 <u>Development Standards and Schedule</u></p> <p>2.3.1 Permitted uses and development standards are those set forth in Existing Land Use Regulations (ELUR) and Agreement.</p> <p>2.3.2 Developer has right to develop at rate it deems appropriate. Minimum schedule is Exhibit J. Rights are cumulative.</p> <p>2.3.3 The only Development Exactions applicable are those in the ELUR and this Agreement.</p> <p>2.3.4 No additional Subsequent Land Use Regulations shall apply.</p> <p>2.3.5 Developer may apply to form an assessment district, community facilities district or similar special district to finance public improvements.</p> <p>2.3.5 Proposed Cost Reimbursement District 93-1 denied by City Council February 22, 1994. Area of Benefit District approved June 17, 2002.</p>	
<p>2.4 <u>Amendments to Existing Land Use Regulations</u></p> <p>2.4.1 Developer and City may seek mutually desired changes to the Project or Existing Land Use Regulations (ELUR). If mutually agreeable Holly Sealcliff Specific Plan is approved, its standards become part of ELUR. Developer to notify City in writing if Specific Plan agreeable.</p> <p>2.4.1 Holly Sealcliff Specific Plan adopted April 20, 1992 (Ord. 3128). Developer agreed to incorporating HSSP into ELUR December 2, 1992. Amendments to Holly Sealcliff Specific Plan adopted May 19, 1992 (Ord. 3145), September 21, 1992 (Ord. 3170), August 2, 1994 (Ord. 3243), August 15, 1994 (Ord. 3244), April 21, 1997 (Ord. 3350), July 6, 1998 (Ord. 3402) and February 4, 2002 (Ord. 3536). Affordable Housing Plan for Sealcliff Partners' properties approved by City Council February 28, 1994.</p>	
<p>2.4.2 If ELUR conflict with State or Federal laws, those portions of ELUR will be modified or suspended to comply.</p>	
<p>2.4.3 Developer to comply with all state-mandated Uniform Codes.</p>	

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D  
1  
1-50

2.4.4 City can modify or suspend Developer's right to proceed, if necessary, to protect against immediate or serious threat to public health or safety. Public hearing required if Developer disputes.

2.5 Processing of Development Approvals

2.5.1 City agrees to review all applications in accordance with ELUR. No subsequent or supplemental EIRs shall be required unless impacts exceed level of impacts addressed in ELUR.

2.6 Cooperation in Securing Approvals

City to cooperate to secure permits and approvals required by City or other agencies having jurisdiction.

Section 3 Periodic Review Default; Remedies; Termination

3.1 Periodic Review

3.1.1 Developer to prepare and City to review an Annual Monitoring Report. C

3.1.1.1 2003 annual report approved by City Council on January 20, 2004.

3.1.2 City Council may review Report at public hearing.

3.1.3 &

3.1.4 Provides procedure for notice and hearing on modification or termination, if necessary.

3.1.5 City to issue certificate of compliance, if appropriate. C

3.1.5.1 City has issued certificates confirming Developer's compliance with the terms of the Development Agreement for the period through 2004.

3.2 Failure to perform is a default. Provides time period for cure.

3.3 City may terminate in event of default.

3.4 Disputes are referred to a retired judge.

3.5 Remedies are cumulative. Inaction not a waiver of default.

3.6 No cross defaults.

3.7 Termination in event of judicial invalidation.

3.8 Restitution to Developer if City terminates without just cause.

C = Complete P = In Progress F = Future Obligation

Section 4 General Provisions

- 4.1 Indemnification, defense, and hold harmless
- 4.2 Assignment
- 4.3 Encumbrances of the property, right of mortgagees
- 4.4 No third party beneficiaries
- 4.5 Term of the Agreement is 15 years (December 5, 2005)
- 4.6 Agreement runs with the land
- 4.7 Project is a private undertaking
- 4.8 Consent shall not be unreasonably withheld
- 4.9 Covenant of good faith and fair dealing
- 4.10 Cooperation in execution of documents
- 4.11 Cooperation in the event of legal challenge
- 4.12 Amendments and waivers
- 4.13 Time of essence
- 4.14 Extension of times of performance
- 4.15 Severability
- 4.16 Notices
- 4.17 Interpretation
- 4.18 Compliance with City's procedures

4.2 The City has consented to the following sales or assignments of properties covered by the Development Agreement:

Date	Assignor	Assignee	Description
11/18/91	Pacific Coast Homes	Hunt, Signal Oil Co.	3.5 acres
6/6/94	Seacliff Partners	HB City School District	8.9 acres
5/6/96	Pacific Coast Homes	PLC	387 acres
5/6/96	Pacific Coast Homes	MS Vickers II, L.L.C.	61 acres
5/20/96	PLC	Carl M. Weaver	0.8 acre
10/7/96	PLC	Lennar Homes	34.1 acres
10/7/96	PLC	Polygon Communities	24.0 acres
10/7/96	PLC	Shea Homes	25.6 acres
10/7/96	PLC	Taylor Woodrow Homes	22.9 acres
12/2/96	PLC	Greystone Homes	16.3 acres
1/6/97	PLC	SeaCountry Homes	11.39 acres
1/6/97	PLC	Rielly Homes	12.46 acres
1/6/97	PLC	William Lyon Homes	23.3 acres
9/2/97	PLC	OC Ventures	15.5 acres
11/17/97	PLC	The Promenade at Seagate, LLC	7.8 acres
12/15/97	PLC	John Laing Homes	13.0 acres
12/15/97	PLC	Polygon Communities	14.5 acres
12/15/97	PLC	Seacliff Ventures, L.P.	14.2 acres
7/20/98	PLC	Shea Vickers Residential	21.0 acres
4/19/99	PLC	St. Augustine II LLC	15.6 acres
8/16/99	PLC	Peninsula Park LLC	18.3 acres
2/22/00	PLC	Huntington Beach Company	10.45 acres
7/1/02	PLC	Lennar Homes	2.71 acres

Section 5 Authority to Execute

- 5.1 City Authority
- 5.2 Developer Authority
- 5.3 Recordation
- 5.4 Entire Agreement

D-1.51

**ATTACHMENT 1 TO 2004 ANNUAL MONITORING REPORT  
HOLLY SEACLIFF ARTERIAL HIGHWAY IMPROVEMENT STATUS REPORT**

	DEVELOPER SUBMIT ALIGNMENT PLANS		CITY ADOPT ALIGNMENT	DEVELOPER SUBMIT IMPROVEMENT PLANS		CITY APPROVE IMP. PLANS	CITY COMPLETE ROW ACQ.	DEVELOPER COMMENCE IMP.		DEVELOPER COMPLETE IMP.	
	ACTUAL	DEADLINE		ACTUAL	DEADLINE			ACTUAL	DEADLINE	ACTUAL	DEADLINE
<b>PHASE 1</b>											
GARFIELD (Seapoint to Goldenwest)	2/12/1991	4/13/1991	1/6/1992	10/16/1990	1/6/1993	9/13/1991	2/5/1992	9/13/1991	6/4/1992	10/19/1992	8/13/1994
EDWARDS (Ellis to Garfield)	2/12/1991	4/13/1991	4/20/1992	10/16/1990	4/20/1993	9/13/1991	3/5/1992	9/13/1991	7/3/1992	10/19/1992	9/13/1994
EDWARDS (Inlet to Ellis)	2/12/1991	4/13/1991	4/20/1992	4/16/1991	4/20/1993	7/22/1998	2/3/1997	9/8/1998	11/19/1998	3/3/1999	9/8/2001
SEAPOINT (Garfield to Dorral)	10/18/1990	4/13/1991	7/16/1990	10/16/1990	7/16/1991	9/13/1991	10/30/1991	9/13/1991	2/27/1992	10/19/1992	9/13/1994
<b>PHASE 2</b>											
ELLIS (Edwards to Goldenwest)	2/12/1991	4/13/1991	5/3/2000	7/3/2000	8/1/2000	4/30/2003	3/3/1997	5/1/2003	8/30/2003	9/30/2003	5/1/2006
ELLIS (Goldenwest to Gothard)	2/12/1991	4/13/1991	4/20/1992	8/9/1991	4/20/1993	7/22/1993	1/16/1996	10/17/1994	5/15/1996	12/14/1995	10/17/1997
GOLDENWEST (Ellis to Yorktown)	2/12/1991	4/13/1991	4/20/1992	7/13/1992	4/20/1993	3/12/1999	4/23/1999	5/3/1999	8/21/1999	8/3/2000	5/3/2002
<b>PHASE 3</b>											
GOTHARD (Ellis to Garfield)	2/12/1991	4/13/1991	4/15/1991	2/10/1992	4/15/1992	9/2/1994	1/11/1995	9/2/1994	5/11/1995	3/28/1997	9/2/1997
GOTHARD (Garfield to Main)	2/12/1991	4/13/1991	4/15/1991	2/10/1992	4/15/1992	4/8/2000	3/8/2000	5/15/2000	7/8/2000	9/21/2001	5/15/2003
<b>PHASE 4</b>											
GARFIELD (Goldenwest to Gothard)	2/12/1991	4/13/1991	4/20/1992	8/19/1991	4/20/1993	7/2/1997	5/5/1997	4/15/1997	10/30/1997	9/11/1998	4/15/2000
GARFIELD (Gothard to Huntington)	2/12/1991	4/13/1991	4/20/1992	7/28/1992	4/20/1993	7/2/1997	4/10/1998	4/15/1997	8/10/1998	9/11/1998	4/15/2000
MAIN (Huntington to Garfield)	2/12/1991	4/13/1991	4/20/1992	7/28/1992	4/20/1993	7/2/1997	4/10/1998	4/15/1997	8/10/1998	11/4/1998	4/15/2000
MAIN (Garfield to City)	2/12/1991	4/13/1991	4/20/1992	2/10/1993	4/20/1993	6/20/1998	3/4/1999	8/17/1996	7/2/1999	6/22/1999	8/17/2001

10/16/2004

4/30/2003 = MILESTONE ACHIEVED IN CURRENT REVIEW PERIOD

21-1-02

**Holly Seacliff Area  
Development Agreement Obligations Timetable**

<b>Year</b>	<b>Obligations Completed</b>
<b>1992</b>	Dedicate 14.4 ac. for Linear Park Edwards (Ellis to Garfield) Garfield (Seapoint to Goldenwest) Seapoint (Garfield to Doral) Domestic Water (9) (Garfield & Seapoint) Nondomestic Water (4, 5, 6 & 14) (Garfield, Edwards & Seapoint) Right of Way Acquisition (Garfield & Edwards, Phase I) Sewer (1 & 6) (Seapoint & Garfield) Storm Drain (1) (Garfield & Seapoint) Traffic Signals (Garfield/Edwards, Garfield/Saddleback) Traffic Beacon (Seapoint/Garfield)
<b>1993</b>	None
<b>1994</b>	Dedicate 8.8 ac. for Linear Park Sewer (2C & 2D) (Gothard) Storm Drain (6B) (Gothard)
<b>1995</b>	Dedicate 19.6 ac. for Linear Park Ellis (Goldenwest to Gothard) Domestic Water (4A, 4B & 5) (Ellis & Gothard) Nondomestic Water (8, 11 & 12) (Ellis and Gothard) Sewer (2A, 2B & 4) (Ellis & Gothard) Storm Drain (6A, 6B, 7A, 7D, 4A, 4B, 5, 2) (Gothard, Sherwood & Saddleback) Crossing & Outlet Storm Drain (8) (Ellis)
<b>1996</b>	Sewer Lift Station Sewer (5) (Hamptons -14007 & Sherwood) Traffic Signals (Goldenwest/Ellis)
<b>1997</b>	Dedicate & Improve 4 ac. of Neighborhood Park (Seagate) Gothard (Ellis to Garfield) Domestic Water (2, 6, 7, 10-12 & 14) (Garfield, Main, Clay, Edwards & Promenade) Nondomestic Water (16 & 17, 13 & 9) (Garfield, Promenade & Sherwood) Right of Way Acquisition (Garfield, Phase 4A & 4B; Edwards, Phase 1A; Ellis) Sewer (7) (Main) Storm Drain (2A, 9) (Saddleback, Garfield) Traffic Signals (Main/Garfield, Garfield/Gothard, Goldenwest/Clay & Ellis/Gothard)
<b>1998</b>	Garfield (Goldenwest to Main) Main (Huntington to Garfield) Right of Way Acquisition (Gothard, Phase 3B; Goldenwest Phase 2C & 2D) Domestic Water (1) (Ellis/Gothard/Huntington) Storm Drain (7B, 7C) (Belmont) Traffic Signals (Goldenwest/Garfield)
<b>1999</b>	Edwards (Ellis to Inlet) Main (Garfield to Clay) Domestic Water (8, 3, 13) (Goldenwest, future street, & Saddleback) Nondomestic Water (15) (Goldenwest) Storm Drain (3) (Goldenwest) Traffic Signals (Edwards/Ellis) Dedicate 4 acre Neighborhood Park (Peninsula Park & Paseo--7 acres)
<b>2000</b>	Improve 4 ac. of Neighborhood Park (Peninsula Park & Paseo) Goldenwest (Ellis to Yorktown) Public Safety Facility (Fire Station) Public Safety Facility Payment (Police) Traffic Signal (Gothard/Clay)
<b>2001</b>	Gothard (Garfield to Main) Sewer (3) (Stewart) (Shea Vickers) Water Reservoir & Booster Station (Edwards)
<b>2002</b>	None
<b>2003</b>	Ellis (Edwards to Goldenwest)
<b>2004</b>	None
<b>Obligations Under Construction or To Be Completed</b>	
Dedicate & Improve 4 ac. of Neighborhood Park (Promenade)	

D-1.53

**Holly Seacliff Area  
Status of Development Agreement Obligations**

<b>Year</b>	<b>Obligation<sup>1</sup> Cost (millions \$)</b>	<b>Percent of Total</b>	<b>Development Agreement Housing Permits<sup>2</sup></b>	<b>Percent of Total</b>
1992	14.5	19.7%	0	0.0%
1993	—	—	0	0.0%
1994	1.7	2.3%	21	1.0%
1995	9.2	12.5%	50	2.4%
1996	0.3	0.4%	62	3.0%
1997	6.0	8.2%	597	28.7%
1998	7.4	10.1%	398	19.1%
1999	16.0	21.7%	304	14.6%
2000	12.2	16.6%	141	6.8%
2001	1.7	2.3%	65	3.1%
2002	0.8	1.1%	279	13.4%
2003	1.8	2.4%	41	2.0%
2004	0.6	0.8%	70	3.4%
<b>Subtotal</b>	<b>\$72.2</b>	<b>97.6%</b>	<b>2028</b>	<b>97.4%</b>
<b>2005</b>	<b>1.8</b>	<b>2.4%</b>	<b>55</b>	<b>2.6%</b>
<b>Total</b>	<b>\$74.0</b>	<b>100.0%</b>	<b>2083</b>	<b>100.0%</b>

<sup>1</sup> See accompanying table for list of Development Agreement Obligations. Pursuant to Settlement Agreement Developer is reimbursed \$2.3-3.0 million of the total for excess capacity.

<sup>2</sup> Only includes Development Agreement Units; a total of 2,083 DA units projected. To date a total of 2,280 permits have been issued in the Holly Seacliff area for new units.

D-1.54

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**ATTACHMENT 4**

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## Annual Holly Seacliff Development Agreement Compliance Report



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## PURPOSE

- ❖ Determine if Developer is in compliance with Agreement.
- ❖ City Council approved Agreement in November 1990.
- ❖ This is the fourteenth annual review.
- ❖ PLC has all of the significant Agreement obligations.

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## Background

- ❖ DA required numerous improvements:
  - ❖ Park land dedication & 3 neighborhood parks
  - ❖ 9 million gallon water reservoir
  - ❖ New fire station, paramedic fees & equipment
  - ❖ Arterial Street improvements, signals, etc.
  - ❖ Payment of fees for police facilities
  - ❖ Sewer, water, storm drain infrastructure
- ❖ DA vested certain level of development

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## Analysis

- ❖ Remaining infrastructure improvement:
  - ❖ Approval and construction of final neighborhood park
- ❖ All other DA obligations completed
- ❖ Approximately 98% of infrastructure costs have been incurred and 97% of the projected residential building permits have been issued.

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## Recommendation

- ❖ Developer has proceeded in good faith to meet Agreement obligations.
- ❖ Planning Commission approved the annual review on February 8, 2005
- ❖ Staff recommends that the City Council approve this annual review of the Holly Seacliff Development Agreement finding that the Developer is in compliance with the terms of the Agreement.

D-1.56