



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 18, 2018

SUBJECT: **DEVELOPMENT PLAN REVIEW (DPR) NO. 2018-06, USE PERMIT (UP) NO. 2018-06, DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) NO. 2018-02, AND ADDENDUM TO MITIGATED NEGATIVE DECLARATION (MND) NO. 2017-03 TO DEVELOP A 116-ROOM HOTEL AND ASSOCIATED IMPROVEMENTS ON AN UNIMPROVED +/-2.1-GROSS ACRE SITE LOCATED AT 380 S. PLACENTIA AVENUE, NORTH OF W. CROWTHER AVENUE, SOUTH OF W. SANTA FE AVENUE (PLACENTIA HOSPITALITY, LLC)**

FISCAL  
IMPACT: REVENUE: \$211,775 DEVELOPMENT IMPACT FEES  
\$1,552,000 PROPERTY SALE  
\$455,520 ANNUAL ESTIMATED TRANSIT OCCUPANCY TAX (TOT)

### **SUMMARY:**

At the Planning Commission meeting held November 13, 2018, the Planning Commission voted 5-0-2 (Ayes: 5, Noes: 0, absent: 2) to recommend approval of DPR 2018-06, UP 2018-06, and DDA 2018-02, and recommended adoption of an Addendum to Mitigated Negative Declaration (MND) 2017-03 to the City Council. The applications for a DPR, UP, and DDA are requested to allow for the development of an approximately 69,663-square foot, five-story, 116-room hotel building on an approximately 2.1-gross acre, unimproved site. The development will feature a 116-space parking lot, decorative hardscape and landscape improvements, outdoor pool area, and associated hotel guest amenities, including the onsite sale and consumption of sealed beer and wine associated with a proposed hotel convenience market. The DDA will outline the sale and terms for the transfer of ownership of a City-owned site to Placentia Hospitality, LLC. Furthermore, an Addendum to MND No. 2017-03 has been prepared to address minor technical changes or modifications resulting from refinement of the overall development project not fully evaluated by the prior environmental analysis.

### **RECOMMENDATION:**

It is recommended that the City Council take the following actions:

1. Open the Public Hearing concerning DPR 2018-06, UP 2018-06, and DDA 2018-02; and

**2. a.**  
**December 18, 2018**

2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Adopt Resolution No. R-2018-XX, A resolution of the City Council of the City of Placentia, California adopting an Addendum to Mitigated Negative Declaration (MND) 2017-03 and approval of Development Plan Review (DPR) No. 2018-06 and Use Permit (UP) No. 2018-06 for the proposed development, establishment, and operation of a five-story building on an unimproved +/- 2.1- acre site located at 380 S. Placentia Avenue; and
5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2018-XX, An ordinance of the City Council of the City of Placentia, California approving Disposition and Development Agreement 2018-02 with Fine Hospitality Group (Placentia Hospitality, LLC) related to the sale and terms for the transfer of ownership for an approximately 2.1-gross acre, unimproved site located at 380 S. Placentia Avenue, Placentia, California.

**BACKGROUND:**

The project site is located within a highly urbanized and developed area of the City, surrounded by existing residential, commercial, and industrial land uses. On September 12, 2017, the City of Placentia City Council approved General Plan Amendment (GPA) No. 2017-03 to change the General Plan Land Use designation from Industrial to Commercial and Zone Change (ZC) No. 2017-03 from Commercial Manufacturing (C-M) and Manufacturing (M) to Community Commercial (C-2) zoning classification for eight parcels encompassing a total area of approximately 7.3 acres located at the northeast corner of Placentia Avenue and Crowther Avenue. Additionally, the City proposed Zoning Code Amendment (ZCA) No. 2017-04 for the establishment of a Height Overlay for the project site that increased the C-2 height limitation of 35 feet to 65 feet in an effort to attract a potential hotel operator. MND 2017-03 evaluated potential environmental impacts associated with the aforementioned GPA, ZC, and ZCA.

The subject site is triangular shaped and bound by the Orange Freeway/State Route 57 (SR 57) on the east, Burlington Northern and Santa Fe Railway (BNSF) tracks to the south, and Placentia Avenue on the west. The City acquired the subject property from the Orange County Transportation Authority (OCTA) as a result of right-of-way needed for the Placentia Avenue Grade Separation Project. The property was originally purchased utilizing Caltrans restricted funds and eventually paid for with a loan from OCTA. In compliance with OCTA Cooperative Agreements No. C-9-0864 and C-9-0412, upon completion of the project, the City was required to pay OCTA the full market value of the property. On October 18, 2016, the City Council authorized a Loan and Repayment Agreement between the City's Sewer Maintenance Fund and the City of Placentia General Fund to pay OCTA the full market value of the property, which was determined to be \$1,552,000. Amongst other requirements, the loan documents required the City to market the property for sale. While ultimately, the loan was never effectuated, the City still began the process of marketing the property, via a comprehensive Request for Proposals (RFP), for a future hotel development for the purpose of repaying its General Fund for the amount remitted to OCTA. The RFP was presented to several brand name hospitality groups at several International Council of Shopping Center conferences. Ultimately, on April 3, 2018 the City

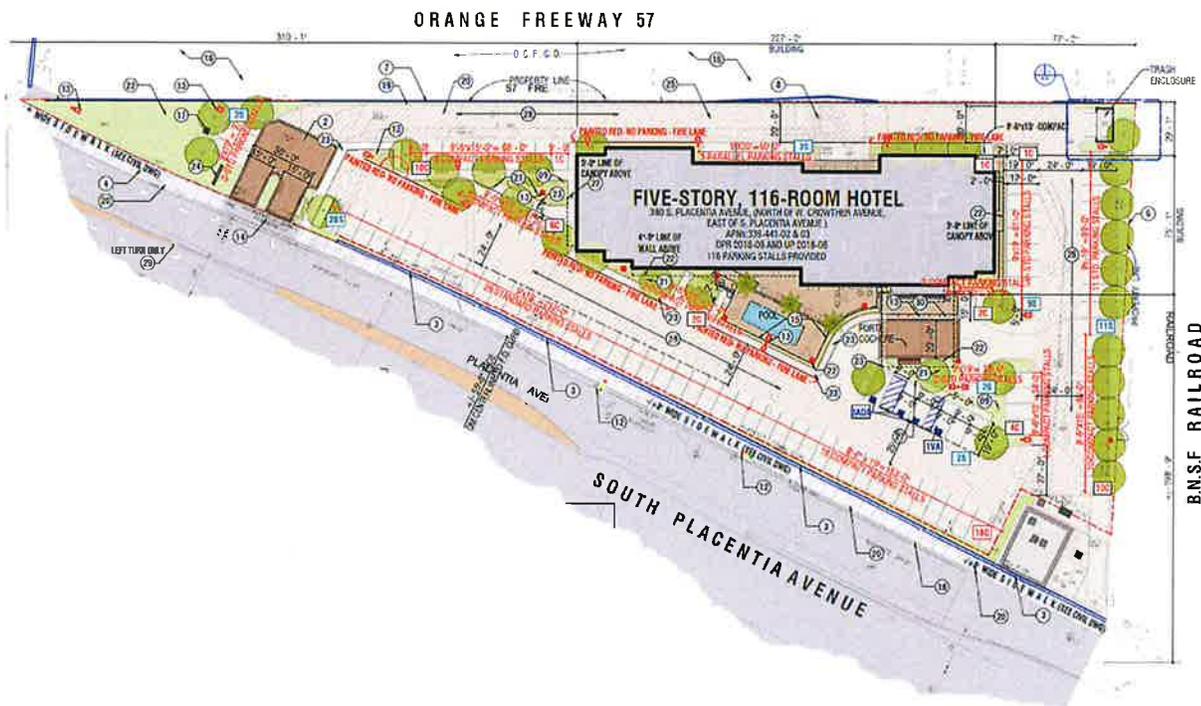
Council approved an Exclusive Negotiating Agreement (ENA) with Fine Hospitality Group (FHG) for the development of a hotel project at this site.

**DISCUSSION:**

**Existing Condition**

The proposed project will result in development of an existing undeveloped 2.1-acre site located within the C-2-H65 (Community Commercial – Height Overlay Districts) Zoning District with a 69,663-square foot, 64-foot high hotel building. The relatively flat property is comprised of two lots and bound by S. Placentia Avenue to the west/north, Orange County Flood Control Channel and Orange Freeway/State Route 57 (SR 57) to the east, and BNSF right-of-way to the south. The site is partially improved with a City maintained and owned electronic billboard sign located along the easterly periphery of the site. Access to the site is provided by a driveway along S. Placentia Avenue that serves northbound Placentia Avenue traffic only. Access to the site from southbound traffic is inhibited by a protected landscaped median. The City-owned electronic billboard sign and a 966-square foot pump station will both remain after the hotel building and all associated improvements are completed. The property featuring the billboard will continue to be owned by the City of Placentia.

**Site Design**



The proposed five-story hotel building will be centrally located on the subject site, with the primary hotel entrance oriented westward facing Placentia Avenue. Vehicular access is proposed around the building with parking equally distributed throughout the property. Orange County Fire Authority (OCFA) has reviewed the proposed development plans and has deemed the emergency access

to be adequate. Onsite parking is provided by a combination of both standard and compact parking stalls. Access to the site will be modified for southbound Placentia Avenue traffic. The existing Placentia Avenue median will be modified to allow for a protected left turn lane, thereby eliminating the need for U-turns for future southbound traveling hotel guests. The driveway leading to the site will be enhanced with a combination of decorative brick paving and a decorative landscape median. Americans with Disabilities Act (ADA) access will be demarcated with distinguishable paving starting from the Placentia Avenue right-of-way to the primary hotel entrance. The site placement of the hotel building encroaches into a series of existing easements that benefit the City (e.g., access for electronic billboard) and BNSF for maintenance purposes, including utility easements, that will be modified to the satisfaction of all parties prior to issuance of building permits.

### **Landscaping**

Landscaping for the project will include a mix of drought tolerant trees, shrubs, and ground cover along the exterior boundary and interior of the project site. A landscaping plan is required to meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO) as required by the City's Municipal Code. The landscape palette will feature Crape Myrtle, Brisbane Box, Australian Willow, and Date Palm trees. All landscaping will be equally distributed on the site with exception of landscaping along the westerly property line (street side) which will only feature ground cover and shrubs in order to avoid tree root damage to the existing retaining wall that was constructed as part of the Placentia Avenue Grade Separation Project. The low-profile landscaping along the westerly edge effectively assists in showcasing the building's overall high-quality architecture and all associated onsite amenities/improvements.

### **Fencing**

The perimeter of the site will incorporate decorative fencing along the easterly property line with an eight (8)-foot high masonry block wall along the easterly property line with the existing chain-link fencing along the south end and the open work metal fence atop of the Placentia Avenue retaining wall to remain. As a condition of approval, City Staff is recommending the southerly chain-link fence be removed and replaced with a decorative masonry block wall with decorative access gate(s) to be consistent with the proposed block wall along the easterly property line.

### **Floor Plan & Operations**

The hotel development will have 60 King Rooms plus 10 King accessible rooms, 38 Double-Queen Rooms plus 8 Double Queen accessible rooms. Guests will have the option of breakfast within a lounge area, as well as the convenience market located in the lobby of the hotel where, along with the sale of various snacks, hygiene products, and magazines/newspapers, beer and wine beverages are proposed to be sold for onsite consumption. Also provided will be an onsite outdoor pool along with ample outdoor guest seating within the patio area, which will act as an outdoor extension of the breakfast area during morning hours. Additional amenities include a fitness center and meeting/conference area.

The hotel will operate 24 hours per day, seven days a week. A total of 30 employees will assist in the day-to-day operations of the hotel which will be comprised of 20 full-time and ten (10) part-

time staff members. All 30 members of staff will not work at once, but at intermittent times depending on the level of demand during the hotel’s peak hours.

**Applicable Code Section – Placentia Municipal Code**

The subject property is currently zoned C-2-H65 with an underlying land use designation of “Commercial”. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects within the C-2-H65 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission, including a UP pursuant to PMC Section 23.36.040 for the establishment and operation of a hotel and the onsite sale of alcoholic beverages. Furthermore, in accordance with procedures described in California Government Code §65867.060 a DDA between the City of Placentia and Placentia Hospitality, LLC, is being processed for the terms and conditions for the transfer of ownership between both parties. State law requires Planning Commission review at a noticed public hearing to review and solicit a recommendation for final action on the proposed DDA by the City of Placentia City Council. To avoid bifurcation in the final action of each entitlement by two separate hearing bodies (e.g., Planning Commission and City Council), City Staff opted to have all entitlements follow an identical processing track with final action to be rendered by the City Council.

**Subject Site and Surrounding Land Uses**

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Vacant Unimproved Lot	Commercial	C-2-H65 (Community Commercial – Height Overlay Districts)
<b>Proposed</b>	Springhill Suites Marriott: An +/- 69,663-square foot, five-story hotel building measuring 64 feet high.	Commercial	C-2-H65
<b>North (across S. Placentia Avenue)**</b>	Single-Family Residences	Residential	R-1-6 (One-Family Residential)
	Orange Freeway/State Route 57 (SR 57)	Public Right-of-Way (PROW)	PROW
<b>South (across BNSF railway)</b>	Industrial Buildings	Commercial	C-2-H65
<b>East</b>	SR 57	PROW (non-designated)	PROW (non-designated)

<b>West (across S. Placentia Avenue)**</b>	Single-Family Residences	Residential	R-1-6
	Small Industrial Buildings	Manufacturing	M-G (Manufacturing, General)
	Commercial Shopping Center	Manufacturing	M-P (Manufacturing Park)

\*\* City of Fullerton

**ZONING COMPLIANCE ANALYSIS**

**Site Development Standards**

The project is located within the C-2-H65 with an underlying land use designation of “Commercial”. Based on Staff’s analysis, the hotel project fully meets development standards of PMC Chapter 23.36, including minimum setbacks, maximum building height, and minimum off-street parking requirements. The following matrix provides a summary of the development’s compliance with the identified development standards.

<b>Standard</b>	<b>Project</b>
<b>Height</b> 65 ft. maximum	64 ft., excluding rooftop stairwell access.  Exception: Overall 68’-7” building height permitted to accommodate a rooftop emergency access stairwell pursuant to PMC Section 23.81.090.
<b>Setbacks</b> Front Yard Setback – 15 ft. minimum  Side Yard Setback - 0 feet min.  Rear Yard Setback - 0 ft. min.	Front: +45 ft.  East Side Yard: +62 ft.  Rear Yard: +20 ft.
<b>Parking</b> One space per sleeping room – 116 spaces	116 spaces
<b>Lot Area and Dimensions</b> Minimum Lot Area: 1.5 acres	2.1 gross acres
<b>Loading Spaces</b> Unit Size (sq. ft.) 20,000-and over – 1 Type B	1 Type B space

## **Other Departments' Concerns and Requirements**

The Divisions of Planning and Building, Public Works Department, Community Services Department, Police Department, as well as the OCFA have reviewed the application and submitted comments but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council.

## **ISSUES ANALYSIS:**

### **Consistency with the General Plan**

The General Plan features policies that promote the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on City services and facilities. The proposed development and subdivision is consistent with the following Land Use policies of the General Plan:

*Policy 1.1* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City suburban atmosphere.

*Policy 2.1* – The distribution of land uses within the general plan shall be such as to achieve an economical community which will not require added public expenditures per household, per commercial establishment, or per employee to finance new development or to update existing development.

*Policy 2.5* – Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services and facilities.

Development of a large vacant property will promote further compatibility with existing developments within the surrounding area and stimulate investment and business activity which will strengthen the economic vitality of the City. Impact fees will be required to be paid by the developer to offset any associated impacts on City services and facilities. Overall, the proposed development will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area.

### **Land Use Compatibility**

The project will be compatible with the surrounding area as the development will revitalize an underutilized and undeveloped property with an 69,663-square foot, five-story, 116-room hotel building on an unimproved 2.1-acre site. The development project will be located within a developed and established area that aims to establish and foster a symbiotic relationship with nearby land uses. The hotel will cater to the market needs of both the community and region by

fulfilling a demand for easily accessible and upscale hotels near regional tourist destinations. The development will provide a compatible transition between nearby land uses with a commercial retail center to the west (City of Fullerton) and high density mixed use development to the east (TOD). Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any adverse impacts to the surrounding area.

### **Architecture, Materials and Color Palette**



The proposed project will upgrade an undeveloped site with five-story hotel building with a modern geometric architectural design theme. The exterior elevations will incorporate a series of high-relief architectural design elements that will project portions of the building façade more than four to seven feet from the main building volume. The building breaks commence from the base to the roofline of the building. The projections will be emphasized with height variations and changes in wall finishes by utilizing contrasting color, texture, and material changes. The facades will feature horizontal and vertical reveals emphasizing an overall geometric design theme. Windows will be offset from the window frame creating additional shadow and depth providing further visual relief. The primary volume of the building will be stuccoed with either a sand/float or smooth finish texture treatment. Additional monolithic (e.g., tower) architectural elements will be affixed to north and south elevations. A metal porte-cochere will visually accentuate the main entry to the hotel with a strong emphasis on architectural details such as enhanced paving, lighting, window treatments, and stone wall cladding.

### **Housing, Community and Economic Development Ad-Hoc Committee**

All major development projects within the City of Placentia require review by the Housing, Community and Economic Development Ad-Hoc Committee. The Committee reviewed this

project on two occasions, on October 25, 2017 and October 22, 2018, and collectively the development project was well received. The Committee did request that the applicant make some changes, all of which were addressed in the revised plans:

1. Enhanced architecture and building mass break up, employing 360-degree design through four-sided architectural enhancements along each building facade; and
2. City use of the conference rooms for City government purposes; and
3. Disaster Service Workers or Public Safety personnel employed by the City of Placentia shall have a discount rate for rooms at the hotel when they are required to work special shifts.

The abovementioned requests have been incorporated into the final building design and into the DDA attached to this report.

### **Planning Commission**

On November 13, 2018, the City of Placentia Planning Commission held a noticed public hearing to (a) review and solicit a recommendation to the City Council to certify and adopt an Addendum to MND 2017-03, (b) recommend to the City Council approval of DPR 2018-06, UP 2018-06, and DDA 2018-02, and (c) approve General Plan Conformity (GPC) finding GPC 2018-01 that the proposed disposition of the property to the applicant is consistent with and fits into a goal or implementation policy outlined in the adopted General Plan. No members of the general public spoke in favor or in opposition of the development project. The project applicant expressed support of City Staff's recommendations. Subsequently the Planning Commission voted to recommend approval (5-0-2) of the entitlements and approval of the GPC.

### **CEQA:**

An Addendum to MND No. 2017-03 was completed by PGN, a professional environmental firm. This document evaluated all CEQA (California Environmental Quality Act) issues contained in the prior environmental analysis. The evaluation determined that with refinement in the overall project proposal no impact or less than significant impacts would be associated within all environmental categories, excluding Transportation/Traffic. The required implementation of a mitigation measure is to reduce impacts to a less than significant level. The required mitigation remains the same as the prior environmental analysis.

Based on the findings in this Initial Study, the City of Placentia proposes to adopt an Addendum to MND No. 2017-03 for the DPR and UP. A Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) is not required for the proposed Addendum. However, any comments received during the 10-day entitlement notification period will be responded to and will be available for City Council review at the December 18, 2018 meeting.

### **FISCAL IMPACT:**

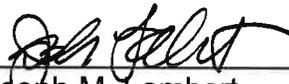
The proposed development will provide one-time revenue in the form of 1) development impact fees of approximately \$211,755.52; and 2) sale of the property for \$1,552,000. Ongoing revenue will be generated through Transient Occupancy Tax (TOT) at a rate of ten (10) percent. According to the project applicant, a 68% occupancy rate is anticipated for 2020 in conjunction with a lodging rate of \$160.00 per night. Should these projections hold true, the City is anticipated to generate approximately \$455,520.00 in TOT for the 2020 calendar year. In addition to the aforementioned information, there will be additional positive revenue impacts associated with permanent job creation and construction job creation.

Prepared by:



Andrew A. Gonzales  
Senior Planner

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachments:

1. Resolution No. R-2018-XX Relating to Addendum to MND No. 2017-03, DPR No. 2018-06, and Use Permit No. 2018-06  
Attachment A: Conditions of Approval for Development Plan Review No. 2018-06
2. Ordinance No. O-2018-XX Relating to DDA No. 2018-02  
Exhibit A: Disposition and Development Agreement
3. Addendum to Mitigated Negative Declaration (MND) 2017-03 and Mitigation Monitoring & Reporting Program, Appendices (<http://www.placentia.org/index.aspx?NID=776>)
4. Project Plans including the Site Plan, Building Elevations, Color Renderings, Preliminary Landscape Plan
5. Colors and Materials Board
6. Site Photographs
7. Draft Planning Commission Minutes for the November 13, 2018 Meeting

## RESOLUTION NO. R-2018-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING AN ADDENDUM TO MITIGATED NEGATIVE DECLARATION (MND) NO. 2017-03 AND APPROVAL OF DEVELOPMENT PLAN REVIEW (DPR) NO. 2018-06 AND USE PERMIT (UP) NO. 2018-06 FOR THE PROPOSED DEVELOPMENT, ESTABLISHMENT, AND OPERATION OF A FIVE-STORY HOTEL BUILDING ON AN UNIMPROVED +/-2.1-ACRE SITE LOCATED AT 380 S. PLACENTIA AVENUE.**

### **A. Recitals.**

(i) On November 13, 2018, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and recommended that to the City Council of the City of Placentia, adopt an Addendum to Mitigated Negative Declaration (MND) No. 2017-03, and approval of Development Plan Review (DPR) No. 2018-06 and Use Permit (UP) No. 2018-06 for the project located at 380 S. Placentia Avenue.

(ii) The proposed project would allow the development and operation of an approximately 69,663-square foot, five-story, 116-room hotel building on an approximately 2.1-gross acre, unimproved site, including including the onsite sale and consumption of sealed beer and wine associated with a proposed hotel convenience market.

(iii) On or about December 5, 2018, the City provided notice of public hearing for the City Council's consideration and approval of the aforementioned entitlements.

(iv) All other legal prerequisites to the adoption of this resolution have occurred.

### **B. Resolution.**

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

Section 1. The City Council certifies an Addendum to Mitigated Negative Declaration 2017-03 and and find that the Addendum to the Mitigated Negative Declaration, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the CEQA Guidelines of the City of Placentia and that the Council reviewed and considered the information contained in said Addendum to Mitigated Negative Declaration No. 2017-03 with respect to the Application:

- a. The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and
- b. The City Council find that facts supporting the above-specified findings are contained in the Addendum to the Mitigated Negative Declaration, the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Addendum to the Mitigated Negative Declaration. Mitigation measures are made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Addendum to the Mitigated Negative Declaration.

Section 2. The City Council approves Development Plan Review 2018-06, as modified herein, and specifically subject to the conditions set forth in Attachment "A" of this Resolution and by this reference incorporated herein. The development meets the overall requirements of PMC Section 23.36 of the Zoning Code ("C-2" – Community Commercial District), PMC Section 23.61 (Height Overlay Districts), and PMC Section 23.75 (Development Plan Review). As such, the City Council finds as follows:

- a. The project meets or exceeds the criteria established in PMC Section 23.75.020 because the hotel development meets all minimum and maximum development requirements required for the project; and
- b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city, and
- c. The proposed development will be consistent with the latest adopted general plan as the hotel development will establish a vibrant commercial use on an underutilized site within an underlying commercially designated land use area, thereby furthering established policies located within the General Plan; and
- d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval to lessen potential impacts and enhance the functionality of the subject site.

Section 3. The City Council approves Use Permit 2018-06, as modified herein, and specifically subject to the conditions set forth in Attachment "B" of this Resolution and by this reference incorporated herein. In accordance with PMC Section 23.36.040 (Uses Permitted Subject to Obtaining a Use Permit) for the development, establishment, operation of a hotel, including the onsite sale and consumption of sealed beer and wine

associated with a proposed hotel convenience market, and established PMC Chapter 23.87 (Use Permits), this City Council hereby specifically finds as follows:

- a. The proposed use will not be: (A) detrimental to the general health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city because the hotel development and onsite beer and wine sales is a conditionally permitted use within the C-2 zoning district and has been designed minimize and potentially adverse impacts onto sensitive land use receptors within the surrounding area, or (B) injurious to the property or improvements within the neighborhood or within the city as the proposed hotel location is within an established urbanized area and is properly buffered to nearby uses with streets and railways, thereby minimizing any potential impacts onto nearby properties; and
- b. The proposed uses will be consistent with the latest adopted general plan as the proposed project is a commercial use that is supported by the underlying General Plan Land Use designation of "Commercial", including established policies; and
- c. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the Use Permit approval.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Development Plan Review (DPR) No. 2018-06 and Use Permit (UP) No. 2018-06, and adoption of an Addendum to Mitigated Negative Declaration (MND) No. 2017-03 as modified herein, and specifically subject to the conditions set forth in this Resolution and by this reference incorporated herein.

Section 6. The City Council shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

PASSED, APPROVED AND ADOPTED this 18th day of December 2018.

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Rhonda Shader, Mayor

ATTEST:

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Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 18th day of December 2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

\_\_\_\_\_  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Attachment A: Conditions of Approval for Development Plan Review No. 2018-06 & UP  
No. 2018-06

**ATTACHMENT A**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Development Plan Review (DPR) No. 2018-06 &**  
**Use Permit (UP) No. 2018-06**  
**380 S. Placentia Avenue (north of W. Crowther Avenue, east of S. Placentia**  
**Avenue)**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.**

**DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:**

1. Development Plan Review (DPR) No. 2018-06 and Use Permit (UP) No. 2018-06 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Section 23.75.080 and PMC Section 23.87.080. If the development or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. DPR 2018-06 and UP 2018-06 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year. One (1) year after issuance of the final Certificate of Occupancy for the project, staff shall conduct a review of the project for compliance with these conditions of approval and findings of said review shall be placed on a Planning Commission Agenda as a non-Public Hearing item as a “receive and file” action at the discretion of the Development Services Director.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning

applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

5. Any significant modifications to the approved site plan, floor plans, and elevation plans, including any modifications which will change, expand or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.
6. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.
7. Prior to issuance of building permits, except as otherwise noted, the project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:
  - a. All Special Conditions of Approval and Standard Development Requirements of DPR 2018-06 and Use Permit 2018-06. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
  - b. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
  - d. Location of transformers, meters and other aboveground appurtenances.
  - e. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:
    - i. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner

along the perimeter of the site.

- ii. A flag person shall be employed to direct traffic when construction vehicles access the project site and the construction staging area.
  - iii. Alternate pedestrian routes to the site shall be clearly delineated with safe access to and from the site.
  - iv. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
  - v. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
  - vi. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
  - vii. Any easement(s) that are encumbered by the placement of the hotel building shall be revised to the satisfaction of the corresponding easement holder(s) and subsequently recorded on the subject property. A copy of said recordation shall be submitted to the City for inclusion in the entitlement file.
  - viii. The southerly chain-link fence shall be removed and replaced with an eight-foot masonry block wall with decorative access gate(s). The wall shall be designed to replicate the proposed easterly perimeter block wall in terms of design, materials, and colors to the satisfaction of the Development Services Director or his/her designee.
8. All waste bins shall be kept within the fully secured and lockable trash enclosure so as not to be visible from the parking lot and adjacent street.
  9. Prior to any modification of the floor plans that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
  10. All at-grade and roof mounted mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.
  11. The applicant and/or property owner(s) shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.
  12. Prior to issuance of building permits, the applicant must follow the procedure for approval under the MWELo for all proposed landscaping on the subject site. A

MWELo procedure and approval package is available from the front counter in the Development Services Department.

13. At the request of the Director of Development Services, applicant and/or property owner will provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the parking management plan will be at the expense of the property owner/property management company.
14. Developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10 prior to issuance of the first building permit.
15. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
17. Developer and/or property owner agrees that the City may, at its sole election, require that, instead annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.
18. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
  - a. An exterior lighting (photometric) plan showing location, type of fixtures and areas of illumination shall be submitted and reviewed for compliance with City standards and the PMC. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
  - b. Complete landscape and irrigation plans

19. The building cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:

- a. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. 15-17 above. If any of the subject property is sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificate of Occupancy shall be issued prior to completion of annexation.
- b. The property owner(s) shall pay in full all applicable impact fees associated with the development project.

20. The final action of DPR 2018-06 and Use Permit 2018-06 shall be contingent upon final approval of Development Agreement (DA) No. 2018-02. In the event the Disposition and Development Agreement is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.

## **21. CEQA MITIGATION MEASURES:**

### Transportation/Traffic

**CIR-1:** At the intersection of Placentia and Crowther, upgrade existing left turn phasing from permitted left-turns to protected/permitted left-turns for the northbound, southbound and eastbound approaches.

## **DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:**

22. Building plans (architectural and structural) shall be designed and prepared by a licensed California architect or civil/structural engineer.
23. Grading plans (rough and precise) shall be designed and prepared by a licensed California civil engineer. Grading plans shall include erosion control, perimeter walls, utility, sewer and water, power poles (overhead to underground), street improvement plans.
24. Entire building shall be equipped with automatic fire-sprinkler plans throughout. Fire sprinkler plans shall be reviewed and approved by the O.C. Fire Authority prior to the installations.
25. Type of construction will be III-A and type of occupancy will be R-1 & B.
26. Total actual floor area shall not exceed allowable floor area set by the 2016 California Building Code.

27. Landscape plans shall be designed and prepared by a licensed California landscape architect; all related plumbing fixtures shall be in compliance with the 2016 California Plumbing and Green Building Codes.
28. Building plans related to the kitchen and food preparations shall be reviewed and approved by the O.C. Health Department prior to any food service operations.
29. Proper separation/distance between existing freeway sign and new hotel shall be maintained per 2016 California Building Code requirements.

**PUBLIC WORKS DEPARTMENT:**

30. All improvement and grading plans shall be drawn on the City's templates, twenty-four (24) inch by thirty-six (36) inch Mylar in size and signed by a registered civil engineer or other registered/licensed professional as required.
31. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.
32. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
33. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project and site improvements plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. The applicant shall pay for and provide the City with copies of as-built plans.
34. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post excavation activities.

**Demolition**

35. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drain pipes, waterlines, etc., Plans shall address conditions and procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.
36. A copy of the Grant deed and owner's permission on the application for demolition is

required at the time of issuance of the permit.

37. The existing sanitary sewer lines will have to be removed and capped at the property line. The sewer cap shall be inspected and shall not be covered until an inspection has been made by the Department of Public Works Inspector. This inspection shall be requested at least 24 hours before the inspection is needed.
38. Provide AQMD Rule 1403 permit number, prior to starting any demolition work.
39. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults and meters. It is also the applicant's responsibility to insure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
40. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post demolition and excavation activities.

### **Grading**

41. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
42. Prior to the issuance of a grading permit, the applicant shall prepare and submit a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>).
43. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City

Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Storm Water Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.

44. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
45. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
46. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
47. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
48. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.
49. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of

grading permits.

50. The final grading plan for this parcel shall be substantially the same, specifically with regard to pad elevations, size, and configuration; as the proposed grading illustrated on the approved site plan.
51. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.
52. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
53. The applicant shall provide a quitclaim or provide new easements for any existing easement that may be in conflict with the proposed improvements prior to issuance of grading permit.
54. Provide and identify all pavement and driveway paving materials used inside the development areas.
55. Identify all storm drain structures, types, sizes and specifications on the plans.
56. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD.

#### **Public Improvements and Construction**

57. The proposed building site is elevated and supported by existing retaining walls which was constructed by OCTA as part of the Placentia Avenue grade separation project. The as-built plans for the grade separation project have been provided to the applicant for performing an independent study and analysis to ensure that the existing retaining walls are capable of withstanding surcharge loads due to the weight of the new structures. Also, as part of the construction of the retaining walls for the grade separation project, certain structural elements may have been used, such as tie-backs, straps, etc., which should be fully identified and protected as part of this study and during construction. The applicant is solely responsible for investigating, evaluating and analyzing the site to determine the feasibility of the proposed project, with full knowledge of all structural and geotechnical issues related to the existing building site.
58. All ADA ramps require review and approval by the City's CASP inspector, BOA Architecture. Provide a note on the plans, that the Contractor is required to have hold point inspections for CASP and BOA architecture's inspection prior to pouring and installing the ADA ramps. Provide ADA ramps at the Main Entrance to the

sidewalk in a manner as approved by all applicable State and Federal laws and standards.

### **Storm Drain Improvements and Construction**

59. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.
60. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments are allowed."
61. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
62. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
63. The post development peak flow rate generated from the project site shall be less than or equal to the pre-development peak flow rate from the site for all frequency storms up to and including 100-year return.
64. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

### **Sewer Line Improvements and Construction**

65. Sewer flow calculations justifying pipe line design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity

analysis to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability.

66. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
67. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.
68. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
69. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company.

**POLICE DEPARTMENT:**

70. All exterior walking and driving surfaces are to be illuminated with a minimum maintained one foot-candle light during the hours of darkness.
71. The applicant for a Use Permit, prior to its approval, shall submit to the Police Chief a Convenience Store Supplemental Security Plan (C-Store Security Plan) prepared to the Chief's satisfaction outlining implementation of the following measures, which shall be monitored by the Police Department. Said plan shall be incorporated into the plan set approved for building permits. At a minimum the security plan shall provide the following:
  - a. A Closed-Circuit Television System capable of viewing and recording events inside the premises as follows:
    - i. A minimum of one color camera at each cash register that views the front of a customer, from the waist to the top of the head, mounted no higher than 8' from the floor.
    - ii. A minimum of one color camera that views the full-length side of a customer at the cash register area.
    - iii. A color camera recorder capable of recording events on all cameras simultaneously.
    - iv. A tape or disc storage library of recorded cameras kept for a minimum of 60 days.

- v. If video tape is used, tapes cannot be taped over more than six times.
- vi. The recorder must be kept locked in a cabinet within the office and not within the store area. The key to the cabinet must be accessible to employees on duty but kept secured inside the office and not left in plain view.
- b. A money drop safe capable of easily providing the cashier the ability to quickly deposit money into it.
- c. Windows clear of any signs or other materials at all times, between three and six feet in height from ground level, consistent with the City's sign code.
- d. Clearly distinguishable height markers on the interior side of the door jamb, or on the interior edge of a pair of doors, of all doors used by the public to access the store. Horizontal marks, one-inch wide by three inches long, in different colors, and in a contrasting color to the background, shall be placed every six inches beginning at 5' and ending at 6'6". A standard marking system used by the applicant may be substituted subject to review and approval by the Police Chief.
- e. A written policy of limiting cash in the cash register and a procedure for placing excessive amounts of cash into the safe.
- f. "No Loitering" signs placed on the building exterior conforming to California Penal Code Section 602.

72. The use shall comply with the following security measures prior to the commencement of the use:

- a. All displays of alcoholic beverages shall be locked to prevent access to these beverages by the general public between the hours of 2:00 AM and 6:00 AM.
- b. The plans shall clearly identify which areas of the interior will be used to display alcoholic beverages. Subject to the review and approval by the Chief of Police or his designee, the plans shall show how these displays will be secured/locked to prevent access to these beverages by the general public between the hours of 2:00 AM and 6:00 AM.
- c. A company person, who can operate the camera recorder and obtain video footage/pictures from the recorder, must be able to respond to the hotel store within 30 minutes of an event where the Police Department needs access to the recorded cameras for investigative purposes.

**ORANGE COUNTY FIRE AUTHORITY:**

73. The following plans shall be submitted to the Orange County Fire Authority for review and approval. Approval shall be obtained on each plan prior to the event specified below:

- a. A fire master plan (service code PR145) shall be submitted for review and approval prior to issuance of a grading permit, or a building permit if a grading permit not required;

- b. Architectural (service codes PR200-PR2285), underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475), and fire sprinkler system (service codes PR400-PR465) plans shall be submitted for review and approval prior to the issuance of a building permit; and
- c. Sprinkler monitoring system (service code PR500), fire alarm system (service code PR500-PR520), and hood and duct extinguishing system (service code PR335) plans shall be submitted for review and approval prior to the concealing interior construction.

**ORDINANCE NO. O-2018-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING DISPOSITION AND DEVELOPMENT AGREEMENT 2018-02 WITH FINE HOSPITALITY GROUP (PLACENTIA HOSPITALITY, LLC) RELATED TO THE SALE AND TERMS FOR THE TRANSFER OF OWNERSHIP FOR AN APPROXIMATELY 2.1-GROSS ACRE, UNIMPROVED SITE LOCATED AT 380 S. PLACENTIA AVENUE, PLACENTIA, CALIFORNIA**

**City Attorney's Summary**

An ordinance of the City of Placentia, California approving Disposition and Development Agreement 2018-02 between the City of Placentia and Fine Hospitality Group (Placentia Hospitality, LLC) related to the sale and terms for the transfer of ownership of a 2.1-acre City-owned site for the development of an approximately 69,663-square foot, five-story, 116-room hotel building at 380 S. Placentia Avenue. The City Council has adopted an Addendum to Mitigated Negative Declaration No. 2017-03 for the project in accordance with the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR §15074 and §15164 and the City of Placentia Environmental Guidelines.

**A. Recitals.**

(i) Fine Hospitality Group (Placentia Hospitality, LLC) ("Applicant"), which will be the owner of the property located at 380 S. Placentia Avenue, Placentia, California filed an application for Development Plan Review 2018-06, Use Permit 2018-06, and Disposition and Development Agreement 2018-02 to develop and operate a five-story, 116-room hotel development.

(ii) California Government Code § 65867 authorizes the City of Placentia to enter into a disposition and development agreement that gives the applicant certain vested rights. In this case, Disposition and Development Agreement 2018-02 would, in pertinent part, memorialize sale and terms for the transfer of ownership from the City of Placentia to Fine Hospitality Group.

(iii) On November 13, 2018, the Planning Commission conducted a duly noticed public hearing, as required by law, and after holding the public hearing, recommending to the City Council approval of the aforementioned entitlements and Disposition and Development Agreement No. 2018-02.

(iv) All other legal prerequisites to the adoption of this Ordinance have occurred.

**B. Ordinance.**

NOW, THEREFORE, it is hereby found, determined and resolved by the City Council of the City of Placentia as follows:

1. The City Council hereby finds that the Disposition and Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. The City Council hereby approves the Disposition and Development Agreement between the City and Fine Hospitality Group in the form attached hereto as "Exhibit A" and incorporated by this reference.

3. The City Council of the City of Placentia hereby finds from the evidence in the record based on its independent judgment that the Addendum to Mitigated Negative Declaration No. 2017-03, certified by the City Council, as part of the project, reduces the environmental impacts of Disposition and Development Agreement 2018-02 to a level less than significant based on the mitigation measures set forth therein.

4. Non-Substantive Changes to the Disposition and Development Agreement. The City Council hereby grants to the City Administrator and/or his designee the authority to make non-substantive changes to the Disposition and Development Agreement subsequent to the date of adoption of this Ordinance as may be necessary to effectively memorialize the intent of the parties consistent with the City Council's findings and direction herein.

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

6. The Secretary shall certify the adoption of this Resolution.

7. Effective Date. This ordinance shall be in full force and effect commencing thirty (30) days after its final adoption and a summary hereof shall be published once within fifteen (15) days in the Placentia News Times, a newspaper of general circulation printed and published in the County of Orange and circulated in the City of Placentia and hereby designated for that purpose by the City Council.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on December 18, 2018.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.**

\_\_\_\_\_  
Rhonda Shader, Mayor

ATTEST:

\_\_\_\_\_  
Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the \_\_\_\_\_ day of \_\_\_\_\_-2018 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

\_\_\_\_\_  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

**EXHIBIT "A"**  
**DISPOSITION AND DEVELOPMENT AGREEMENT 2018-02**

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**DISPOSITION AND DEVELOPMENT AGREEMENT BY  
AND BETWEEN THE CITY OF PLACENTIA  
AND PLACENTIA HOSPITALITY, LLC**

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is hereby entered into as of \_\_\_\_\_, 2018 by and between the CITY OF PLACENTIA, a California charter city, ("City" or "Seller") and Placentia Hospitality, LLC, a Nevada limited liability company ("Developer" or "Buyer"; "Buyer" and "Seller" may collectively be referred to herein as "the Parties").

**I. DEFINITIONS**

"Agreement" means this Disposition and Development Agreement between the City and the Developer.

"Budget" means the budget for the design and construction of the Hotel, which Developer shall create for approval by the Franchisor and City in accordance with the Schedule of Performance.

"City or Seller" means the City of Placentia.

"City's Condition(s) Precedent" means the condition(s) precedent to the Conveyance for the benefit of the City, as set forth in Section VI.A of this Agreement.

"Closing Date" means the date on which transfer of the Property from City to Developer occurs.

"Closing(s) or Close" means the close of escrow for the Conveyance of title to the Property.

"Commence(s) Operations" or "Commencement of Operations" means the date on which the Hotel opens for business to the general public.

"Completion of Construction" means the completion of construction and operational readiness of the Hotel in accordance with this Agreement and the Scope of Development as determined by the City Administrator or his/her designee as evidenced by the issuance of the Release of Construction Covenants.

"Condition(s) Precedent" means, collectively the City's Condition(s) Precedent and the Developer's Condition(s) Precedent as set forth in Section VI of this Agreement.

"Conveyance(s)" means the transfer of title to the Property from the City to Developer upon satisfaction of all Conditions Precedent and Close of Escrow.

"County" means the County of Orange.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the Schedule of Performance following Notice and opportunity to cure, as set forth in Section XI of this Agreement.

"Developer" means Placentia Hospitality, LLC, a Nevada limited liability company.

"Developer's Condition(s) Precedent" means the condition(s) precedent to the

Conveyance for the benefit of the Developer, as set forth in Section VI.B of this Agreement.

**"Environmental Law"** means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §§ 9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 USC §§ 1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 USC §§ 6901 *et seq.*), the Toxic Substances Control Act (15 USC §§ 2601 *et seq.*), the Insecticide, Fungicide, Rodenticide Act (7 USC §§ 136 *et seq.*), the Superfund Amendments and Reauthorization Act (42 USC §§ 6901 *et seq.*), the Clean Air Act (42 USC §§ 7401 *et seq.*), the Safe Drinking Water Act (42 USC §§ 300f *et seq.*), the Solid Waste Disposal Act (42 USC § 6901 *et seq.*), the Surface Mining Control and Reclamation Act (30 USC §§ 1201 *et seq.*), the Emergency Planning and Community Right to Know Act (42 USC §§ 11001 *et seq.*), the Occupational Safety and Health Act (29 USC §§ 655 and 657), the California Underground Storage of Hazardous Substances Act (Health and Safety Code §§ 25280 *et seq.*), the California Hazardous Substances Account Act (Health & Safety Code §§ 25300 *et seq.*), the Porter-Cologne Water Quality Act (Water Code §§ 13000 *et seq.*), together with any amendments of or regulations promulgated thereunder and any other federal, state, and local Government Requirements, statutes, ordinances, or regulations now in effect that pertain to occupational health or industrial hygiene protect health, safety and the environment.

**"Escrow"** is defined in Section IV of this Agreement.

**"Escrow Agent"** is defined as the entity identified in Section IV of this Agreement.

**"FIRPTA"** means the Foreign Investment in Real Property Transfer Act.

**"Franchise Agreement"** means an agreement between the Developer and SpringHill Suites by Marriott Hotel which provides for the use of the SpringHill Suites by Marriott flag or brand, and describes, in detail, the standards of construction and standards of operation for the Hotel, as amended or replaced from time to time.

**"Franchisor"** means SpringHill Suites by Marriott Hotel or such other hotel franchise approved by the City acting in its sole and absolute discretion.

**"Governmental Requirements"** means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over the City, the Developer or the Site, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Sections 51, *et seq.* Developer and its contractors and subcontractors shall comply with all governmental requirements applicable to public works, including without limitation the payment of prevailing wages in compliance with Labor Code Section 1770, *et seq.*, keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto, to the extent such requirements are applicable to the Hotel Project.

**"Grading"** is defined as the excavation and removal of at least 75% of dirt and/or soil

beyond clearing and grubbing on the Property required to create a level base where the hotel structure, subterranean parking structure and any other related building or structure will be erected.

**"Hazardous Materials"** means any substance, material, or waste which is now or becomes, regulated by any local governmental authority, the State of California, or the United States Government under any Environmental Law, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7 or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) a petroleum or refined petroleum product, including without limitation petroleum-based paints and solvents, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether (MTBE), (ix) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903), or (xii) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*, (xiii) any flammable or explosive materials, (xiv) a radioactive material, or (x) lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, PCBs and similar compounds including any different products and materials which have been found to have adverse effects on the environment or the health and safety of persons.

**"Hotel"** means the SpringHill Suites by Marriott Hotel as described in the Scope of Development and this Agreement.

**"Hotel Manager"** means Fine Hospitality Group, LLC, a Nevada limited liability company or such other person or entity approved by the City acting in its reasonable discretion.

**"Hotel Management Agreement"** means an agreement between the Developer and the Hotel Manager which describes, in detail, the standards of construction and standards of operation for the Hotel, as amended or replaced from time to time.

**"Hotel Owner"** means Placentia Hospitality LLC, a Nevada limited liability company.

**"Indemnify"** means indemnify, defend and hold harmless as provided in Section X of this Agreement.

**"Indemnitee(s)"** means the City, City and their respective representatives, elected officials, officers, employees and agents.

**"Land Use Approvals and Permits"** means Development Plan Review (DPR) No. 2018-16 and Use Permit (UP) No. 2018-06, compliance with the California Environmental Quality Act.

**"Legal Description"** means the legal description of the Site which is attached hereto as Exhibit 1 and incorporated herein by this reference.

**"Memorandum of Agreement"** means that attached hereto as Exhibit 5.

**"Project"** means the construction and operation of Hotel in accordance with this Agreement.

**"Project Construction Lender"** means the institutional lender, or lenders providing funds for the construction of the Hotel as approved by the City pursuant to Section VII of this Agreement.

**"Project Construction Loan"** means the construction loan approved by the City pursuant to Section VII in an amount sufficient (together with the Hotel Project Equity) to fund the cost of construction of the Hotel pursuant to the Budget.

**"Report"** means the preliminary title report for the Site, as described in Section IV.D of this Agreement.

**"Repurchase Right"** means the City's right to repurchase the Property from Developer if Developer does not meet the requirements set forth in Section XII.

**"Right of Entry Agreement"** is defined in Section XIII.B of this Agreement.

**"Schedule of Performance"** means the Schedule of Performance attached hereto as Exhibit 4 and incorporated herein by this reference, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

**"Scope of Development"** means the Scope of Development attached hereto as Exhibit 3 and incorporated herein by this reference, which describes the scope, amount and quality of development of the Hotel to be constructed by the Developer pursuant to the terms and conditions of this Agreement.

**"Site"** or **"Property"** means the approximately 2.1 acres owned by the City, located at 380 S. Placentia Blvd. Placentia, CA also identified by Assessor's Parcel Number 339-441-02 as described in the Legal Description as set forth in Exhibit 1 of this Agreement.

**"Site Condition"** means the condition of the Site with respect to soil, geology, the presence of known or unknown faults, and the Release of known or unknown Hazardous Materials or toxic substances.

**"Site Map"** means the map of the Site, which is attached hereto as Exhibit 1 and incorporated herein by this reference.

**"State"** means the State of California.

**"Title Company"** means North American Title Company or such other title company as may be approved by the parties.

**"Title Policies"** means, collectively, the Developer Title Policy and the City Title Policy.

## II. SUBJECT OF AGREEMENT

A. **Purpose of Agreement.** The purpose of this Agreement is Developer desires to purchase the Property from the City and develop a Marriott SpringHill Suites Hotel ("Project" or "Hotel") more particularly described in the Scope of Development attached hereto as Exhibit 3.

B. **Project Site.** The project site ("Site" or "Property") consists of approximately 69,663 square foot, five-story, 64-foot high, 116-room hotel building on a +/-2.1 gross acre unimproved site. The development will feature a 116-space parking lot, decorative hardscape and

landscape improvements, outdoor pool area, and associated amenities for hotel guests including the onsite sale and consumption of beer and wine that is intended to be provided by a proposed hotel convenience market and includes all of the City's right, title and interest in and to the Property, including all privileges, easements, improvements and appurtenances benefiting the Property, except as expressly excluded, all of the City's interest, if any, in all mineral and water rights and all easements, rights-of-way and other appurtenances used or connected with the beneficial use or enjoyment of the Property, and all tangible and intangible personal property located on or related to the Property, as legally described in Exhibit 1 attached hereto and incorporated herein.

### III. PURCHASE

A. **Purchase Price.** The purchase price ("Purchase Price") of the Property shall be One Million Five Hundred and Fifty Two Thousand Dollars (\$1,552,000).

B. **Deposit.** Within three (3) business days following the Effective Date of this Agreement, Developer shall deposit the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("**Deposit**") with Escrow Holder. If the Escrow closes successfully the Developer's Escrow Deposit shall be credited toward the Purchase Price. If the Escrow fails to close successfully due to the default of the Developer, the Developer's Deposit shall be transferred to City as liquidated damages pursuant to Section XI of this Agreement.

C. **Balance of Purchase Price.** The balance of the Purchase Price shall be paid prior to the Close of Escrow subject to Developer's completion, to the satisfaction of City, of the Conditions Precedent set forth in Section VI. The Closing Costs attributed to Developer as set forth herein, shall be paid by federal wire transfer of immediately available funds by Developer at Close of Escrow.

### IV. ESCROW, CONVEYANCE, AND TITLE INSURANCE

A. **Escrow Holder.** Upon mutual delivery of a fully executed counterpart of this Agreement to North American Title Company, Attn: Erin Tweedy ("**Escrow Holder**") as chosen by the City, which is located at 6 Hutton Center Drive, Suite 550, Santa Ana, CA 92707, the Parties shall open escrow ("**Escrow**"). The "**Effective Date**" shall be the date Escrow Holder receives this Agreement fully executed by both Parties.

B. **Close of Escrow.** The date Escrow actually closes and the "**Deed**" (defined below) is recorded in the official records of the County of Orange ("**County**") shall be referred to as the "**Closing**" or the "**Close of Escrow.**" The Closing or Close of Escrow shall occur upon satisfaction by the Parties of the Conditions Precedent to the Close of Escrow set forth in Section VI of this Agreement. Escrow Holder is hereby authorized and instructed to act in accordance with the provisions of this Agreement, which Agreement, together with Escrow Holder's standard general escrow instructions, if executed by the Parties, shall constitute Escrow Holder's Escrow instructions. As between the Parties, if there is a conflict between Escrow Holder's general instructions and this Agreement, this Agreement will control.

C. **Taxes and Assessments.** All property taxes and assessments assessed against the Property, if any, shall be prorated and paid in full at Close of Escrow by the City using the most recent tax bill issued by the County Assessor. If and when received, City shall deposit

the tax bill for the fiscal year in which the Close of Escrow occurs with Escrow Holder at Close of Escrow. Any taxes and/or assessments assessed after the Close of Escrow, Developer shall be paid for by Developer.

D. Title Policy. The Escrow Agent shall provide Developer with a standard ALTA preliminary title report or reports (the "**Report(s)**") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("**Exceptions**") set forth in the Reports, within fifteen (15) days from the date of this Agreement. The Developer shall have the right to reasonably approve or disapprove the Exceptions within thirty (30) days from the date of receipt of the Report and all Exceptions at which time Developer will provide written notice to City and Escrow Agent of Developer's approval or disapproval of any of such Exceptions set forth in the Report. Developer's failure to give written disapproval of the Report within such time limit shall be deemed approval of the Report. If Developer notifies City of its disapproval of any Exceptions in the Report, City shall have the right, but not the obligation, to remove any disapproved Exceptions within thirty (30) days after receiving written notice of Developer's disapproval or provide assurances satisfactory to Developer that such Exception(s) will be removed at City cost on or before the Closing for the Conveyance. If City cannot or does not elect to remove any of the disapproved Exceptions within that period, Developer shall have fifteen (15) days after the expiration of such thirty (30) day period to either give the City written notice that Developer elects to proceed with the purchase of the Property subject to the disapproved Exceptions not removed by the City or to give the City written notice that the Developer elects to terminate this Agreement. The Exceptions to title to the Property approved by Developer as provided herein shall hereinafter be referred to as the "**Condition of Title**" of the Property. The Developer shall have the right to approve or disapprove any further Exceptions reported by the Title Company after the Developer has approved the Condition of title for the Property with the exception of the Memorandum of Agreement, Repurchase Agreement and any other exception contemplated in this Agreement. On or before the Closing, Title Company shall have committed to issue to Developer the Title Policy. As used herein, the term "Title Policy" shall mean an ALTA extended coverage Owner's Policy of Title Insurance with liability in the amount of the Purchase Price, and such other endorsements as reasonably requested by Developer, showing title to the Property vested in Developer, subject only to the preprinted standard exceptions in such Title Policy, exceptions approved or deemed approved by Developer as provided above, and non-delinquent real property taxes and special assessments (collectively, the "**Permitted Exceptions**"). If Developer fails to provide an ALTA survey for the Real Property acceptable to the Title Company for purposes of issuing the Title Policy, then the Title Policy to be issued on the Close of Escrow shall include a general survey exception.

E. Escrow and Title Policy Fees. City shall pay the cost of the standard CLTA Title Policy coverage. Developer shall pay the documentary transfer tax, recording fees for the Deed (defined below), and the cost of the ALTA extended coverage and any other endorsements to the Title Policy. Otherwise the Parties shall each pay one-half of the reasonable and customary Escrow fees and any other closing costs not specifically allocated herein. In the event of a default, the defaulting party shall pay the Escrow Holder's Escrow cancellation fees, if any ("**Closing Costs**").

F. Deed. Title shall be conveyed by grant deed (the "**Deed**") in a form similar

to the Deed attached hereto as Exhibit 2.

G. Documents to Be Deposited Into Escrow by City. On or before the date one day prior to the Closing Date, City shall deposit into Escrow for recordation and/or delivery to Developer upon the Close thereof:

1. The executed and acknowledged Deed in proper form for recording conveying the Property to Developer;
2. All other instruments and documents reasonably required by Escrow Holder to close the Escrow in accordance with the terms of this Agreement.

H. Documents and Sums to Be Deposited Into Escrow by Developer. On or before 10:00 a.m. (local time) on the Closing Date and conditioned upon Developer satisfying the Conditions Precedent set forth in Section VI to the satisfaction of City, City having deposited the Deed and other instruments and documents referred to in the preceding Section IV.G, Developer shall deposit into Escrow for delivery to City upon the Close thereof:

1. A wire transfer in the amount of the Purchase Price less any Deposit that has been paid and is held in Escrow;
2. Executed and acknowledged Memorandum of Agreement;
3. Franchise Agreement approved by the City;
4. Hotel Management Agreement approved by the City;
5. All other instruments and documents reasonably required by Escrow Holder to close the Escrow in accordance with the terms of this Agreement.

I. Duties of Title Company/Escrow Holder. At Close of Escrow, Title Company and/or Escrow Holder shall (i) cause the Deed and the Memorandum of Agreement in substantial conformance with Exhibits 2 and 5 to be recorded in the Office of the Orange County Recorder (ii) deliver to City a duplicate original of the Title Policy, (iii) deliver to Developer the Title Policy; (iv) forward to Developer and City an accounting of all funds received and disbursed and copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date endorsed thereon; and (v) any other actions specified in this Agreement that is/are necessary to comply with the Agreement's terms.

J. Escrow Holder Authorized to Complete. If necessary, Escrow Holder is hereby authorized to insert the date of Close of Escrow as the execution date of the Deed, and is further authorized to insert the date of Close of Escrow and to fill in blank spaces in any and all documents and instructions delivered to it so long as it is done in conformance with this Agreement. Additionally, Escrow Holder is authorized to complete other actions as required by law including, but not limited to directing the City and the Developer to execute and deliver any instrument, affidavit, and statement, and to perform any act reasonably necessary to comply with the provisions of FIRPTA and any similar state act and regulation promulgated there under. City agrees to execute a Certificate of Non-Foreign Status by individual transferor and/or a Certification of Compliance with Real Estate Reporting Requirement of the 1986 Tax Reform Act as may be required by Escrow Agent, on the form to be supplied by Escrow Agent. Additionally, Escrow Holder is authorized to prepare and file with all appropriate governmental or taxing authorities a

uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.

## V. REPRESENTATIONS, WARRANTIES AND DISCLOSURES

A. City's Representations, Covenants, Warranties, And Obligations. City represents, covenants, and warrants as follows and all of these representations and warranties shall be true and correct as of the Effective Date, shall be true and correct at Close of Escrow, and shall survive the Close of Escrow:

1. City is a California municipal corporation, duly formed and validly existing under the laws of the State of California, is legally permitted to enter into this Agreement and to issue the permits and entitlements required to perform this Agreement, and has or will have obtained all required authorizations prior to the Close of Escrow.

2. City shall, no later than (5) days following the Effective Date, provide Developer with a complete compilation of all engineering plans and studies, surveys, soils, environmental, and biological reports, and all other documents concerning the physical condition or development of the Property, if any, in possession of City (collectively, the "**Property Documents**") all of which shall be conveyed to Developer, and become the property of Developer, at no additional cost to Developer, at Close of Escrow.

3. Except as disclosed in the Property Documents, to City's knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, and other than as may be reflected in the title commitment, no party has been granted by City any license, lease, or other right relating to use or possession of the Property that would be binding on the Developer after Close of Escrow.

4. Except as disclosed in the Property Documents, to City's knowledge, there is no violation of any ordinance, regulation, law, or statute of any governmental authority or City pertaining to the Property.

5. To the best of City's knowledge, there are no threatened or pending annexation, condemnation, or other proceedings or litigation against or affecting any part of the Property.

6. City shall, prior to the Close of Escrow, keep the Property free of encumbrances except as contemplated by this Agreement.

7. Until the Close of Escrow, City shall not use the Property for any purpose other than its current use, and City shall use the Property in accordance with all applicable laws. Following the Effective Date, City shall not release, and shall not cause or permit any other party to release, any "Hazardous Materials" on the Property.

8. To the best of City's knowledge, no trash, garbage, construction materials, manure or other debris has been buried in any refuse pits within the Property.

9. Neither the entering into this Agreement nor the consummation of this sale constitutes a violation or breach by City of any contract or other instrument to which it is a party, or to which it is subject, or by which any of its assets or properties may be affected, or a violation of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or, to the best

of City's knowledge, will result in a violation of any applicable law, order, rule or regulation of any governmental authority.

10. The Close of Escrow is contingent on the City providing clean title to Buyer. As of the date hereof, City has not received any written notice of any actions, suits or arbitrations pending or, to City's knowledge, threatened, against City with respect to the Property before any court, governmental authority or otherwise.

11. No elected official or employee of City, during the term of his or her office or service with City, shall have any direct or indirect interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

12. City shall not be responsible for conducting or financing processes nor any testing of the Property for Hazardous Materials pursuant to any Hazardous Materials Laws. The City has not conducted any testing of the Property for any Hazardous Materials pursuant to any applicable Environmental Law.

13. City is not relying upon any representations or warranties by Developer other than those expressly set forth in this Agreement and the representations and warranties of Developer set forth herein constitute all of the representations and warranties of Developer in regard to this transaction.

14. To the best of the City's knowledge, there are no conditions or restrictions which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement, that have not been disclosed in writing to Developer.

15. To the City's knowledge, there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon City or, which to City's best knowledge, is otherwise pending or threatened against City in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of City under this Agreement or adversely interfere with the ability of City to consummate the transactions contemplated herein.

16. The City has not entered into any agreements which will adversely affect title to the Property or Developer's right to construct the Project.

B. Developer's Representations, Covenants, Warranties and Obligations. Developer makes the following representations and warranties, which shall be true and correct at the Effective Date and as of Close of Escrow:

1. Developer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of California and is qualified to do business in the State of California. Developer has duly authorized, executed, and delivered this Agreement, all consents required under Developer's organizational documents have been obtained, the person signing this Agreement on Developer's behalf are authorized and empowered to do so, this Agreement is binding upon Developer, all documents that are to be executed by Developer and delivered hereunder have been, or on the Closing Date will be, duly executed, authorized by, delivered by, and binding upon Developer and will constitute legal, valid and binding obligations of Developer.

2. No other authorizations or approvals will be necessary in order to enable Developer to enter into or to comply with the terms of this Agreement.

3. Neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, agreement or instrument to which Developer is a party or by which it is bound.

4. Developer will commence work on the Project Land Use Entitlements and building permits and will diligently pursue completion of the Project in accordance with the "Schedule of Performance" set forth in Exhibit 4 attached hereto.

5. This Agreement is a valid and binding agreement enforceable against Developer in accordance with its terms, subject to laws relating to bankruptcy and creditor's rights and generally applicable equitable principles.

6. Developer is not relying upon any representations or warranties by Seller other than those expressly set forth in this Agreement and the representations and warranties of Seller set forth herein constitute all of the representations and warranties of Seller in regard to this transaction.

7. Developer has not entered into any agreements which will adversely affect the title to the Property or Developer's right to construct the Project, as provided in this Agreement.

8. Developer represents and warrants to the Seller that there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon Developer or, which to Developer's best knowledge, is otherwise pending or threatened against Developer in which any party is making or has made a claim or defense that, if sustained, would adversely affect the performance of Developer under this Agreement or adversely interfere with the ability of Developer to consummate the transactions contemplated herein.

9. Developer possesses adequate financial resources and has the skill and experience to develop and operate the Project.

10. Developer is entering into this Agreement for the purpose of redeveloping the Property and not for speculation in land holding or land banking. In this regard, Developer recognizes the importance of the development of the Project on the Property to the general welfare of the residents of the City, and the fact that the qualifications and identity of Developer are of particular concern to Seller and that it is because of such qualifications and identity that Seller is entering into this Agreement with Developer.

11. Covenants Related to Construction, Use and Operation of the Property. Developer covenants and agrees for itself, its successors, assigns, and every successor in interest to the Site, as follows:

a) To construct the Project pursuant to this Agreement, the Scope of Development and the Schedule of Performance. The physical quality of the Hotel, including without limitation the construction quality, finish material, lighting, landscaping and site amenities shall, in no event, fail to meet the minimum construction quality, finish material, lighting, landscaping and site amenities approved by the City.

b) To Commence Operations of the Hotel as a first quality, hotel in accordance with the Scope of Development, Franchise Agreement, and/or Hotel Management Agreement, as applicable, and this Agreement.

c) From the date upon which the Hotel Commences Operation, the Developer shall continuously use and operate the Hotel. During such Operating Period the Hotel shall be operated under the name of Franchisor, as previously approved by the City, and be operated by the Hotel Manager. In addition, the City shall have the right, acting in its reasonable discretion, to approve any proposed replacement Franchisor and/or Hotel Manager provided that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall operate the Hotel at a quality standard not less than that required by this Agreement, or imposed by the original Franchisor and/or Hotel Manager, as applicable, pursuant to the original Franchise Agreement and/or original Hotel Management Agreement initially executed hereunder, which ever Agreement requires the higher standard; provided further, that such proposed replacement Franchisor and/or proposed replacement Hotel Manager shall have the financial capability and operating experience equivalent to, or greater than, the original Franchisor and/or Hotel original Hotel Manager, as the case may be, of the Hotel Project in the condition and at a quality level substantially equivalent to the condition and quality level, as the case may be, as existed as of the date of Commencement of Operation in compliance with this Agreement, which standard shall, in no event be less than AAA 3 Diamond standard as to physical condition and service as that standard is defined as of the date of execution of this Agreement.

d) Compliance with Franchise Agreement and/or Hotel Management Agreement. After the Conveyance, the Developer shall provide City with any amendments of the Franchise Agreement and/or Hotel Management Agreement, as applicable, within fifteen (15) working days after execution thereof. In addition, the Developer shall remain at all times in full compliance with the Franchise Agreement and/or Hotel Management Agreement, as applicable.

e) Maintenance Covenants. Developer covenants and agrees for itself, its successors and assigns and any successor in interest to the Hotel or part thereof to maintain, at no cost or expense to the City, the Hotel and all improvements thereon to the property and curb line, in compliance with the terms of this Agreement, the Land Use Approvals and Permits, and with all applicable provisions of the City Municipal Code. Such maintenance and repair shall also conform to the requirements of Developer's Franchisor and Hotel Management Agreement and/or Franchise and Hotel Management Agreement, as applicable. Maintenance and security of the Hotel Project shall be consistent with other similar class hotel projects in Orange County, and shall include, without limitation, regular graffiti removal, and trash and debris removal. The Site shall be kept free from any accumulation of debris or waste materials. The Developer shall maintain the landscaping required to be planted on the Site in a healthy condition in accordance with the approved landscape plan for the Hotel Project.

f) Minimum Hotel Project Value Covenant. The Developer covenants and agrees by and for itself, its successors, assigns and every successor in interest to the Property or any part thereof that commencing upon the Completion of Construction of the Hotel, the Developer shall not take action to decrease the assessed value (including the value of the improvements thereon and/or possessory interest therein) of the Property for property tax purposes below the assessed value as determined by the Orange County Assessor's Office at the time the Hotel opens. ("**Minimum Hotel Value**").

12. Each of the foregoing items (1) through (11), above, shall be deemed to be an on-going representation and warranty. Developer shall advise the City in writing if there is

any change pertaining to any matters set forth or referenced in the foregoing items (1) through (11). No member, manager, agent, employee or representative of Developer or the Hotel Manager, including their attorneys and accountants, nor any of their affiliates or spouses, shall have any personal liability for any breach of any representation or warranty or any other obligation by Developer under this Agreement.

## **VI. CONDITIONS PRECEDENT TO CLOSE OF ESCROW**

A. City's Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of City, which conditions may be waived by City in City's sole discretion.

1. Developer shall have deposited into Escrow the documents and funds required to be deposited by Developer under the terms of this Agreement.

2. All "Matters to be Completed Prior to Conveyance" set forth in the Schedule of Performance have been completed by the Developer within the timeframes set forth to the reasonable satisfaction of the City unless waived by the City.

3. At Developer's own expense, Developer shall have obtained all Land Use Entitlements for use and subject to approval the City of Placentia Planning Department, Planning Commission and City Council including, but not limited to Development Plan Review (DPR) No. 2018-16 and Use Permit (UP) No. 2018-06, compliance with the California Environmental Quality Act and Final Building Plans for all of the construction of the Project.

4. Developer shall have submitted approved building plans to the City for issuance of building permit and be in a position to obtain issuance of building permits at the Closing upon the payment of applicable building permit fees and posting of any normally required security as required in the Schedule of Performance attached hereto as Exhibit 4.

5. Developer shall have been able to obtain and the City Council shall have approved Developer's evidence of Financing Commitment(s) and Budget, as provided for in Section VII of this Agreement, and Developer's lender and equity sources for the financing and equity are prepared and willing to close and fund such financing and equity at the Close of Escrow.

6. Developer shall have executed and acknowledged a Memorandum of Agreement in substantially the form attached hereto as Exhibit 5.

7. Approval of lot line adjustment for the portion of the Site to be retained by City.

8. BNSF has provided written approval of a modification to its existing easement on the Property in substantial conformity with the form set forth in Exhibit 6.

9. The Developer shall have conducted its own due diligence and successfully received all necessary approvals required by law from public entities other than the City.

10. All representations and warranties of Developer in Section V.B shall be true and correct as of the Close of Escrow.

In the event the foregoing conditions precedent are not satisfied within the timeframes set forth in the Schedule of Performance, City, may either (i) waive such conditions and proceed to Close of

Escrow or (ii) terminate the Escrow and this Agreement by giving a written notice of termination to Developer and Escrow Holder and in such case, this Agreement shall terminate and each party shall be released from its obligations under this Agreement. However, if the timeframes for completion of the conditions precedent as set forth in the Schedule of Performance have expired, City shall be entitled to retain the Deposit paid to City as Liquidated Damages consistent with Section XI of this Agreement. Upon the Close of Escrow, the foregoing conditions precedent, and any Developer breach hereunder, shall be deemed satisfied or waived.

B. Developer's Conditions Precedent. The following shall constitute conditions precedent to the Close of Escrow for the Property for the benefit of Developer, which conditions may be waived by Developer, in Developer's sole and absolute discretion.

1. The Title Company shall be unconditionally committed to issue the Title Policy and the endorsements referred to in the List Title Exceptions and Endorsements.
2. All representations and warranties of City set forth in Section V.A shall be true and correct as of the Close of Escrow.
3. City shall have good and marketable title to the Property in fee and be able to convey the same to Developer in the condition required under this Agreement.
4. All leases and tenancies affecting the Property shall have been terminated, all tenants and other parties shall have vacated the Property, and all personal property shall have been removed from the Property.
5. There shall be no material adverse change in the physical condition of the Property, from the condition in which it existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development.
6. Developer has received all Land Use Entitlements and submitted building plans required for the City to issue building permits required for completion of the Project.

In the event any of the foregoing conditions precedent are not satisfied by the Closing Date, Developer may elect any of the following: (i) terminate Escrow and this Agreement by giving a written notice of termination to City and Escrow Holder, in which case, Escrow Holder shall return the Deposit to Developer, and thereafter neither Party shall have any further rights, obligations or liabilities under the Agreement; (ii) waive any such conditions and close Escrow; provided however, if such failure was due to a City default, then, Developer shall be entitled to exercise all remedies set forth in Section XI; or (iii) extended the Closing Date sixty (60) days, which may be further extended in Developer's sole discretion, so that City may satisfy the foregoing conditions.

## **VII. DEVELOPER'S EVIDENCE OF FINANCING**

A. Submission of Evidence of Construction Contract. In the event Developer proposes financing the Project through a construction contract, the evidence of financing shall be the following.

1. By the deadlines specified therefor in the Schedule of Performance, the Developer agrees to deliver to City, for its reasonable approval, a written commitment(s) (“**Financing Commitment**”), from a lender acceptable to City in its reasonable discretion and licensed to do business in California, that is financially secure and possesses a sound credit rating (“**Project Construction Lender**”), by which said Construction Lender shall represent that it has agreed, subject to customary closing conditions and final loan documentation consistent with the terms of said written commitment(s), to make a construction loan to Developer (“**Project Construction Loan**”) for the development and construction of the Project.

2. In the event of any disapproval, City shall, concurrently with delivery of the notice of such disapproval to Developer, inform Developer in writing of the reasons for disapproval and the required changes to the Financing Commitment. Developer shall have ten (10) business days from receipt of any notice from the City specifying required changes (“**Commitment Disapproval Notice**”) within which to notify City that Developer and Construction Lender agree to make such changes or object to any requested changes. If Developer timely notifies City of its objections to the requested changes, then the City and Developer shall meet at a mutually acceptable time to discuss the differences within ten (10) days after the Developer gives such notice. Following such meeting, Developer and Construction Lender shall revise the Financing Commitment and resubmit it for approval to the City, as required by this Agreement, by the later of (i) thirty (30) days after receipt of the Commitment Disapproval Notice, or (ii) ten (10) days after such meeting. Any such resubmissions shall be approved or disapproved and revised within the times set forth herein with respect to the initial submission, and, so long as the City does not unreasonably delay the resubmission process, such resubmissions shall not extend any of the outside dates set forth in the Schedule of Performance.

3. The amount of the Financing Commitment shall not be less than (i) the amount of the construction contract for the Project, plus (ii) an amount equal to all consultant and loan fees, “points,” commissions, charges, furnishings, fixtures, taxes, interest, start-up costs, Developer’s overhead and administration, and other costs and expenses of developing and completing the Project (the costs listed in clauses (i) and (ii) of this Section are sometimes referred to collectively as “**Development Costs**”), less (iii) the amount of the Developer’s documented and committed equity contribution to the cost of constructing the Project. Developer is required to fully fund all of the Development Costs.

4. In the event Developer will finance a portion of the Development Costs by means of an equity contribution or equity financing source, Developer agrees to demonstrate, to City’s reasonable satisfaction, the source of the funds providing the equity contribution and that (i) such funds are committed without qualification to funding of the Development Costs, and (ii) the amount of funds committed is sufficient to cover all contemplated Development Costs (other than those financed by the Construction Loan) necessary to fully complete and render the Project operational.

5. In connection with submission of the Financing Commitment, Developer shall submit to and obtain City’s approval, which approval shall not be unreasonably withheld, conditioned or delayed, of a construction budget, showing the projected pre-development and development costs of the Project and a sources and uses statement showing that the projected funding sources will be available as needed to fund all such projected costs at the time incurred

("Budget").

6. The Construction Loan shall be consistent with the terms and provisions of this Agreement. Prior to execution of any final Construction Loan documents by Developer, Developer shall secure the City's approval of the terms and conditions of those Construction Loan documents, which approval shall be limited to and only for the purpose of assuring compliance of the Construction Loan documents with the requirements of this Agreement and the previously approved Financing Commitment and which shall not be unreasonably withheld, conditioned or delayed. City shall approve or disapprove said Construction Loan documents within ten (10) working days of their submission. Concurrent with any disapproval, City shall inform Developer in writing of the reasons for such disapproval. Developer shall draw upon and utilize the full amount of the Construction Loan only for financing the Development Costs for the Site and any other purposes approved by City, acting in its sole and absolute discretion, and the Construction Loan shall be disbursed and applied in accordance with the approved construction budget.

### **VIII. OTHER PROPERTY RELATED REQUIREMENTS**

A. Operating Memoranda. It is recognized that performance under this Agreement will require a considerable degree of cooperation between the City and Developer. It is further realized that subsequent events may demonstrate that revisions will be required in the performance hereunder, and that a certain degree of flexibility will be required. It is to preserve such flexibility that certain provisions may have been delineated in this Agreement in general terms only, with the understanding that more precise details may be sent forth in "Operating Memoranda" as may be required from time to time. Each operating memorandum shall be approved by the City Council or City Administrator and Developer's designated representative and shall be attached hereto as an addendum, and become a part hereof, and may be further changed and amended from time to time as necessary upon approval by the City and Developer.

B. No Reimbursement of Transient Occupancy Tax. It is fully understood by the Developer that 100% of the City's Transient Occupancy Tax will be collected by the Developer at whatever level has been established by the City Council and that none of this tax is being shared with the Developer in any way.

C. Utilities and Street Improvements. To the extent any new, additional, increased or changed utility connections, or any street improvements are undertaken by the City wholly unrelated to the Project, the City shall diligently undertake all activities (including without limitation permitting and construction costs) so as not to impair or delay the construction and opening of the Hotel.

D. Advertising. The City entered into a Design, Build, Operate and Maintain (DBOM) Agreement with Lamar Central Outdoor, LLC on or about October 6, 2015 that authorizes the City a limited right to assign advertising space to promote economic development, as defined in the DBOM, on a space-available basis and subject to limitations on timeframes for advertising. The City and Developer agree for a period of two (2) years to cooperate in the placement of advertising for economic development purposes related to the operation of the Hotel subject to the terms and conditions of the DBOM.

E. Developer agrees to allow the City, at no cost, to use meeting rooms for City of Placentia purposes no less than ten (10) times per year based upon space availability.

F. Developer agrees to provide, based upon availability, hotel rooms to City of Placentia public safety personnel as required by the City to respond to public safety issues at a rate of 75% of the average standard rate.

G. BNSF Easement. Parties will cooperate in obtaining BNSF's written approval of the modification and/or extinguishment of the BNSF Easement in substantially the form set forth in Exhibit 6.

H. OCTA Retaining Wall. Condition of Approval #58 of the Land Use Entitlements require Developer to construct the Project without interfering with the existing retaining wall. The Parties understand and agree that, upon completion of construction of the Project, Developer shall not have any responsibility to maintain the wall.

#### **IX. AS-IS SALE AND RELEASE OF LIABILITY**

A. Developer acknowledges the following: (i) that it is an experienced and sophisticated purchaser of commercial real estate projects such as the Property; (ii) that Developer is familiar with the Property, and (iii) that, the Developer has had full and complete opportunity to conduct such investigations, examinations, inspections, and analysis of the Property, the Property Documents and market conditions as Developer, in its absolute discretion, may deem appropriate. Developer further acknowledges that, except for the City's Representations, Covenants, Warranties and the conditions and other terms of this Agreement, Developer has not relied upon any statements, representations or warranties by City or any agent of City.

B. Except as otherwise expressly provided in this Agreement, Developer agrees that the Property shall be sold and that Developer shall accept possession of the Property on the Closing Date strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis.

C. Release of Liability. Developer acknowledges that it will have the opportunity to inspect the property during its due diligence of the Property, and during such period, observe its physical characteristics, environmental conditions and existing conditions and the opportunity to conduct such investigation and study as Developer deems necessary. Except for the representations, warranties and covenants set forth in this agreement, Developer agrees to the following releases, waivers and assumptions of risks. Developer hereby forever releases and discharges Seller from all responsibility and liability relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the effective date, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures, and surface and subsurface waters, or hazardous materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous materials on, under, adjacent to or otherwise affecting the property of its use and operations. Developer further hereby waives (and by closing this transaction will be deemed to have waived) any and all objections, complaints and actions (including, but not limited to, federal state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines who which the property is or may be subject.

Developer further hereby expressly assumes the risk and changes in applicable laws and regulations relating to past, present and future environmental conditions on the property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials or other contaminants, may not have been revealed by its investigation.

\_\_\_\_\_  
Sellers Initials

\_\_\_\_\_  
Buyers Initials

## X. INSURANCE AND INDEMNIFICATION

A. Insurance. Developer shall maintain a commercial general liability insurance policy with respect to Developer's activities on or about the Property with liability limits of at least Two Million and no/100 Dollars (\$2,000,000.00) per occurrence and shall cause City to be named as an additional insured by way of endorsement thereto. Developer shall also maintain Automobile Insurance with liability limits of at least One Million no/100 Dollars (\$1,000,000.00) per accident for owned, non-owned, and hired autos and Workers Compensation Insurance as required by law.

1. Nature of Insurance. All Liability Insurance and Automobile Liability Insurance policies required herein shall be issued by carriers that: (a) are listed in the then current "Best's Key Rating Guide-Property/Casualty-United States & Canada" publication (or its equivalent, if such publication ceases to be published) with a minimum financial strength rating of "A-" and a minimum financial size category of "VII" (exception may be made for the State Compensation Insurance Fund when not specifically rated); and (b) are authorized to do business in the state. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that: (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Property and the Project which amount(s) shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other properties or projects; and (ii) such policy otherwise complies with this Agreement.

2. Policy Requirements and Endorsements. All insurance policies as required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

(a) Insured. Liability Insurance and Automobile Liability Insurance policies shall name the City Parties as "additional insured." The coverage afforded to the City shall be at least as broad as that afforded to Developer and may not contain any terms, conditions, exclusions, or limitations applicable to the City that do not apply to Developer.

(b) Primary Coverage. All policies shall be written as primary policies, respecting the City. Any insurance or self-insurance maintained by the City shall be excess of all insurance required under this Agreement and shall not contribute with it.

(c) Contractual Liability. Liability Insurance policies shall contain contractual liability coverage, for the Developer's indemnity obligations under this Agreement.

3. Deliveries to the City. Evidence of Developer's maintenance of all

insurance policies required by this Agreement shall be delivered to the City prior to the Close of Escrow. No later than three (3) days before any insurance required by this Agreement expires, is cancelled or its liability limits are reduced or exhausted, Developer shall deliver to the City evidence of such Party's maintenance of all insurance this Agreement requires. Each insurance cancelled, except after thirty (30) calendar days' advance written notice of cancellation or non-renewal has been given to City by certified mail, return receipt requested. Phrases such as "endeavor to" and "but failure to mail such Notice shall impose no obligation or liability of any kind upon the company" shall not be included in the cancellation wording of any certificates or policies of insurance applicable to the City Parties pursuant to this Agreement.

4. Waiver of Certain Claims. Developer shall cause each insurance carrier providing any Liability Insurance, Worker's Compensation Insurance, or Automobile Liability Insurance under this Agreement to endorse their applicable policy(ies) with a Waiver of Subrogation with respect to the City, if not already in the policy.

5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions under insurance policies required by this Agreement shall be declared to and approved by City. The insurer under each such insurance policy shall eliminate such deductibles or self-insured retentions as respects the City Parties.

6. Insurance Independent of Indemnification. The insurance requirements of this Agreement are independent of the Parties' indemnification and other obligations under this Agreement and shall not be construed or interpreted in any way to satisfy, restrict, limit, or modify the parties' indemnification or other obligations or to limit the parties' liability under this Agreement, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall the provision of such insurance preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise at law or in equity.

B. Indemnification. Developer shall, and hereby does, indemnify, defend, protect and hold harmless City, and each of its managers, officers, directors, employees, agents, affiliates, representatives, attorneys, successors, and assigns (collectively with City, the ("**City Parties**") from and against all third party losses, liabilities, claims, demands, costs, damages (including liens, fines, or penalties), obligations, causes of action, disbursements, or expenses of any kind or nature whatsoever, including actual attorneys' fees, court costs, costs of arbitration, and litigation expenses (collectively, "**Claims**"), resulting from the Developer's activities on the Property before the Close of Escrow, including any mechanic's lien claims, and resulting from any governmental approval or determination made by City in relation to this Agreement and environmental compliance. The foregoing indemnity and defense obligations do not apply to (a) any loss, liability, cost or expense to the extent arising from or related to the sole negligence or willful misconduct of City, (b) any diminution in value of the Property arising from or relating to matters discovered by Developer during its investigation of the Property, (c) any latent defect in the Property discovered by Developer, or (d) the release or spread of any hazardous materials or regulated substances which are discovered (but not deposited) on or under the Property by Developer. The obligations of Developer under this Section shall survive the Close of Escrow or any earlier termination of this Agreement for a period of two (2) years.

C. Public Works Determination. Developer has been alerted to the requirements of California Labor Code section 1770, et seq., including, without limitation S.B. 975, which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement or any portion of the Project constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Development.

D. Survival. The covenants set forth in this Section shall survive the Close of Escrow.

## **XI. REMEDIES FOR DEFAULT**

A. Developer's Default. In the event of Developer's failure to comply with the timelines set forth in the Schedule of Performance or purchase the Property due to a default or breach by Developer of this Agreement, where such default or breach is not cured by Developer within ten (10) business days after Developer's receipt from City of written notice of such default or breach, the amount of the Deposit (the "**Liquidated Damages Amount**") shall constitute liquidated damages as follows:

**BY PLACING THEIR INITIALS HERE, CITY OF PLACENTIA AND DEVELOPER EACH AGREE THAT IN THE EVENT OF DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, THE DAMAGES TO CITY WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN THE EVENT OF DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, WHICH DEFAULT OR BREACH IS NOT CURED WITHIN THIRTY (30) DAYS AFTER WRITTEN NOTICE IS GIVEN BY CITY TO DEVELOPER, THE LAND PURCHASE DEPOSIT AMOUNT SHALL SERVE AS DAMAGES FOR SUCH BREACH OR DEFAULT BY DEVELOPER, AS A REASONABLE ESTIMATE OF THE DAMAGES TO CITY, INCLUDING COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER DEVELOPER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith. DELIVERY TO AND RETENTION BY CITY OF THE LAND PURCHASE DEPOSIT AMOUNT SHALL BE CITY'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER, AND CITY WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF**

**CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO CITY PURSUANT TO PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. CITY HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON DEVELOPER'S FAILURE TO PURCHASE THE PROPERTY ON ACCOUNT OF A MATERIAL DEFAULT OR BREACH HEREUNDER BY DEVELOPER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF CITY TO RETAIN SUCH LIQUIDATED DAMAGES.**

B. City's Default. In the event that the Close of Escrow does not occur within the time required herein due to a breach of this Agreement by City this Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and City of written notice of termination from Developer, in which event Escrow Holder shall automatically return all sums (including the Deposit) deposited by Developer and City shall, within ten (10) days after receipt of Developer's written demand accompanied by appropriate documentation, return to Developer its Deposit in the amount of Twenty-Five Thousand Dollars (\$25,000), plus reasonable expenses whereupon Developer and City shall each be released from all liability hereunder (except for those provisions which recite that they survive termination). In the event Developer does not terminate the Agreement, the Developer retains the right to seek specific performance or other equitable relief in the event of a breach of this Agreement by City.

C. Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party (a "Force Majeure Delay"): (i) failure to perform by Developer attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either party to pay money to the other party or to close escrow) provided that the Party claiming the Force Majeure Delay notifies the other Party of the Force Majeure Delay within a reasonable time (not to exceed ten business days) after the commencement of the Force Majeure Delay.

D. Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any escrow cancellation fee.

## **XII. RIGHT TO REPURCHASE**

A. Repurchase Rights And Obligations. A memorandum of Repurchase Right

in the form attached hereto as Exhibit 5 (“**Memorandum of Agreement**”) shall be recorded at the Close of Escrow. In the event that Developer has not completed Grading of the Project within one (1) year of issuance of building permits and/or laid the foundation within eighteen (18) months following issuance of building permits, the City shall have the right to repurchase the Property. The amount of the Purchase Price paid by Developer for the Property or the appraised value of the Property at or near the time the City exercises its Repurchase Price, whichever is lower, less all costs including the cost of escrow which shall be borne by Developer (“**Repurchase Price**”). Such Repurchase Price shall be payable as set forth in subparagraph B below. Within thirty (30) days after delivery of the Repurchase Notice, City and Developer shall open an escrow with Escrow Holder or other escrow holder as agreed to, in writing, by the City and Developer, for the sale of the Property. Thereafter, Developer and City shall cooperate in City’s repurchase of the Property upon the terms and conditions set forth in the following paragraphs.

B. Terms of Repurchase. The terms and provisions governing the repurchase of the Property by the City shall include the following:

1. The closing date for such repurchase shall be on or before the date that is ninety (90) days after the date of the delivery of the Repurchase Notice (“**Repurchase Closing Date**”).

2. The City will repurchase the property in an AS IS condition free of any encumbrances that the Developer may have placed against the property. Title to the Property shall be conveyed to City free and clear of any encumbrances or exceptions on the Property.

3. Customary Escrow and title costs shall be paid by Developer, provided, however, in the event that City desires to obtain an extended coverage Title Policy or any endorsements to the title policy, the incremental costs thereof shall be borne by City.

4. The Liquidated Damages provision herein shall be inapplicable and either party hereto may compel the specific performance of the Repurchase Right or Put Right, as applicable.

5. The sale of the Property by Developer to City shall be made without representation or warranty of any kind except that for each representation and warranty made by City under this Agreement in relation to the City’s sale to Developer, Developer shall represent and warrant to City in substantially similar form and manner in relation to City repurchase or shall disclose to City in writing any material fact or alteration to the Property as applicable.

6. City and Developer shall execute such other documents as are reasonably necessary to effectuate the intent of this Section XII.

### **XIII. MISCELLANEOUS PROVISIONS**

A. Assignment. Developer understands that City is entering into this Agreement based on the prior experience and qualifications of Developer, its members and affiliates. Therefore, prior to the issuance of certificates of occupancy for the entire Project, Developer shall not assign, sell or otherwise transfer any or all of its rights under this Agreement to any third party without the prior written approval of the City. Approval of any assignment shall be in the reasonable discretion of the City. City understands and acknowledges that in connection with Developer may partner with additional development, equity and debt persons and entities

and/or may create new affiliate entities to be the developer thereafter, and expects to continue as the manager of such entities.

B. Right Of Entry. In connection with Developer's feasibility of the Property and of this transaction, Developer may, at its sole cost and expense, consider any matter and conduct any investigations of the Property that it desires. Developer, its agents, its employees, its consultants, and/or its prospective tenants/users/purchasers (collectively with Developer, the "**Developer Parties**"), upon signing a Right of Entry Agreement approved by the City, may enter the Property at any time prior to the Close of Escrow and perform any inspections and investigations desired by Developer, including without limitation, engineering, water, ecological, and other studies, soils testing, surveys. None of the Developer Parties shall cause any adverse impact to the Property and to the extent reasonably practicable will restore the Property in a timely manner at Developer's sole cost to the condition that existed immediately prior to the Developer Parties' entry thereon. Developer shall keep the Property free and clear of all mechanics' or materialman's liens arising from or related to Developer Parties' entry onto the Property, and shall take all necessary actions, at Developer's sole cost and expense, to remove any such liens that encumber the Property.

C. Real Estate Commission; Licensee Status. Developer and City each represent and warrant to the other that it has had no other dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, and no broker or other person, firm or entity is/are entitled to any City or finder's fee in connection with this transaction as the result of any dealings or acts of such party. Buyer and City hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, City or charges which may be claimed by any broker, finder or other similar party.

D. Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Developer and City.

E. Notices. No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless personally delivered, delivered by commercial overnight delivery service, sent by certified or registered mail, return receipt requested, to the appropriate address set forth below, or transmitted via electronic mail (email) or fax to the email address or fax number set forth below or to such other place as notified hereunder:

If to Developer:

Attention: Ken Pansuria, Manager  
Placentia Hospitality, LLC  
640 W. Lambert Road  
Brea, CA 92821  
Telephone: (714) 990-8800, Ext. 101  
Facsimile: (714) 990-8848  
Email: kenp@finehospitality.com

With copy to:

Attention: David J. Myers  
Law Offices of David J. Myers

ATTACHMENT 2  
EXHIBIT A

4340 Von Karman Ave, Ste 380  
Newport Beach, CA 92660  
Telephone: (949) 340-0130  
Email: dmyers@djmyers-lalaw.com

If to City, to:

Attention: City Administrator  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
Telephone: (714) 993-8124  
Facsimile: (714) 961-0283  
Email: darrula@placentia.org

With copy to:

Attention: Christian L. Bettenhausen  
Jones & Mayer  
3777 N. Harbor Blvd.  
Fullerton, CA 92835  
Telephone: (714) 446-1400  
Facsimile: (714) 446-1448  
Email: clb@jones-mayer.com

If to Escrow, to:

Attention: Erin Tweedy  
North American Title Company  
6 Hutton Center Drive, Suite 550  
Santa Ana, CA 92707  
Telephone: (714) 419-9459  
Facsimile: (714) 550-6411  
Email: etweedy@nat.com

F. Attorneys' Fees. In the event that any dispute between City and Developer should result in litigation, the prevailing Party in that dispute shall be entitled to recover from the other Party all reasonable and necessary fees, costs and expenses of enforcing any right of the prevailing Party, including, without limitation, actual attorneys' fees and expenses, and the other costs of such litigation that were reasonable and necessary to enforce the terms of this Agreement. In addition to the foregoing award of attorney's fees and costs, the prevailing party shall be entitled to its attorney's fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment. This provision is separate and shall survive the merger of this provision into any judgment on this Agreement.

G. Computation Of Periods. All periods of time referred to in his Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not Saturday, Sunday, or

state or national holiday. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

H. Interpretation. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes uncertainty to exist or against the draftsman.

I. Survivability. All covenants of Developer or City which are intended hereunder to be performed in whole or in part after Close of Escrow and all representations and warranties (to the extent set forth above), and indemnities by either Party to the other, shall survive Close of Escrow and delivery of the deed, and be binding upon and inure to the benefit of the respective Parties.

J. Third Party Reports. In the event Developer cancels the Escrow except in the event of a default by City, Developer agrees to provide City with copies of any reports, maps, studies or other information (including draft reports and government data) generated or compiled with respect to the Property or the Developer's investigations. Such third party work product, if any, is delivered on an "AS-IS, WITH ALL FAULTS, ERRORS, AND OMISSIONS" basis and Developer does not make, and hereby disclaims, any representations or warranties as to the accuracy or completeness of any such work product. Notwithstanding the foregoing, Developer shall not be obligated to provide any proprietary analysis prepared by Developer with respect to the Property.

K. Authority Of Parties. Any individual signing this Agreement on behalf of a partnership or other business entity represents that he or she is authorized by such entity and has the power to enter into this Agreement and by such person's act such partnership or other business entity is bound hereto. Any individual signing this Agreement in the capacity of a trustee or co-trustee represents that he or she is authorized under the appropriate trust documents to enter into this Agreement and by such person's act such trust is bound hereto.

L. Amendment. This Agreement (including, without limitation, this Section) may only be amended by written amendment executed by City and Developer.

M. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which when executed and delivered shall be an original, but all such counterparts, shall constitute but one and the same instrument, and may be delivered electronically.

N. Choice Of Law. This Agreement shall be governed by the laws of the State of California.

O. No Third Party Beneficiary. This Agreement is between Developer and City only and no third party not signatory hereto is intended expressly or by implication to be benefited hereby, including without limitation any brokers. No person or entity not signatory to this Agreement shall have any rights or causes of action against either City or Developer arising out of, related to, or due to City's or Developer's entry into this Agreement.

P. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from

their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Q. Time of Essence. Time is expressly made of the essence with respect to the performance by the City, the Developer of each and every obligation and condition of this Agreement.

R. Cooperation. Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, City and Developer have duly executed this Agreement as of the Effective Date.

“CITY”

“DEVELOPER”

CITY OF PLACENTIA

PLACENTIA HOSPITALITY LLC,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: City Attorney

Dated: \_\_\_\_\_

List of Attachments:

- Exhibit 1      Legal Description of the Property & Site Map
- Exhibit 2      Form of Grant Deed
- Exhibit 3      Scope of Development
- Exhibit 4      Schedule of Performance
- Exhibit 5      Form of Memorandum of Agreement
- Exhibit 6      Site Plan of Proposed BNSF Easement

**EXHIBIT 1**  
**LEGAL DESCRIPTION OF THE PROPERTY & SITE MAP**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, APN: 339-441-02 AND 339-441-03 AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THOSE PORTIONS OF LOTS 6 AND 7 IN BLOCK C OF THE KRAEMER TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 87, OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE OF INTERSECTION OF PLACENTIA AVENUE AND SANTA FE AVENUE AS SAID INTERSECTION IS SHOWN ON A MAP OF TRACT NO. 1405, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG SAID CENTER LINE OF PLACENTIA AVENUE, SOUTH 14 DEGREES 04' 00" WEST 1218.37 FEET; THENCE LEAVING SAID CENTER LINE, NORTH 81 DEGREES 03' 06" EAST 45.21 FEET; THENCE NORTH 15 DEGREES 46' 27" EAST 207.72 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 15 DEGREES 46' 27" EAST 55.29 FEET TO A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1240.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1 DEGREE 42' 27" AN ARC LENGTH OF 36.95 FEET; THENCE LEAVING SAID TANGENT CURVE NORTH 14 DEGREES 04' 00" EAST 194.12 FEET; THENCE SOUTH 75 DEGREES 56' 00" EAST 87.06 FEET; THENCE SOUTH 12 DEGREES 02' 12" EAST 228.97 FEET; THENCE SOUTH 81 DEGREES 03' 06" WEST 206.43 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL 2:**

THAT PORTION OF LOT 7 IN BLOCK C OF THE KRAEMER TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 12, PAGE 87 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA" DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER LINE INTERSECTION OF PLACENTIA AVENUE AND SANTA FE AVENUE AS SAID INTERSECTION IS SHOWN ON A HAP OF TRACT NO. 1405, RECORDED IN OFFICIAL. RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTHERLY ALONG SAID CENTER LINE OF PLACENTIA AVENUE, SOUTH 14 DEGREES 04' 00" WEST 1218.37 FEET; THENCE LEAVING SAID CENTER LINE NORTH 81 DEGREES 03' 06" EAST 45.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 15 DEGREES 46' 27" EAST 207.72 FEET; THENCE NORTH 81 DEGREES 03' 06" EAST 206'43 FEET; THENCE SOUTH 12 DEGREES 02' 12" EAST 188.97 FEET; THENCE SOUTH 81 DEGREES 03' 06" WEST 303.49 FEET TO THE TRUE POINT OF BEGINNING.

6

EXCEPTING FROM PARCEL 1 ONE-HALF OF ALL MINERALS, ORES, PRECIOUS AND USEFUL METALS SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM OIL, GAS, ASPHALT AND TAR THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER, OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE

SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF, AS EXCEPTED IN THE DEED FROM WILLIAM T. RODGER TO JACOB PURE, RECORDED OCTOBER 13, 1955 IN BOOK 3242, PAGE 27 OF OFFICIAL RECORDS. ALSO EXCEPTING FROM PARCELS 1 AND 2 ONE-HALF OF ALL MINERALS, ORES, PRECIOUS AND AND USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND TAR THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF, AS RESERVED BY ROYCE NEAL CROOKS AND WIFE IN DEED RECORDED JANUARY 28, 1955 IN BOOK 2939, PAGE 503 OF OFFICIAL RECORDS.

PARCEL 3:

THAT PORTION OF LOT 6 IN BLOCK "C" OF THE KRAEMER TRACT, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 12; PAGES 87 AND 88 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

7

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF PLACENTIA AVENUE AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE, RECORDED OCTOBER 22, 1913 IN BOOK 243, PAGE 3 OF DEEDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, WITH THE CENTERLINE OF SANTA FE AVENUE AS DESCRIBED IN DEED TO THE COUNTY OF ORANGE, RECORDED MARCH 12, 1930 IN BOOK 359, PAGE 413, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY; THENCE SOUTH 14° 37' 12" WEST 567.93 FEET ALONG SAID CENTER LINE OF PLACENTIA AVENUE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 22' 48" EAST, 50.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 706.14 FEET; A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT BEARS NORTH 75° 22' 48" WEST; THENCE NORTHERLY 36.87 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2° 59' 31" TO THE GENERAL SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION, FILED AS CASE NO. 148341, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 14, 1967 IN BOOK 8279, PAGE 947 OF SAID OFFICIAL RECORDS, A RADIAL LINE OF SAID CURVE PASSING THROUGH SAID POINT BEARS NORTH 72° 23' 17" WEST; THENCE ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE SOUTH 11° 29' 007" EAST 195.67 FEET TO A POINT THEREIN; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 6 TO THE CENTERLINE OF SAID PLACENTIA AVENUE; THENCE NORTH 14° 37' 12" EAST ALONG SAID CENTERLINE OF SAID PLACENTIA AVENUE TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ONE HALF OF ALL MINERALS, ORES, PRECIOUS AND USEFUL METALS, SUBSTANCES AND HYDROCARBONS OF EVERY KIND AND CHARACTER, INCLUDING PETROLEUM, OIL, GAS, ASPHALTUM AND TAR, THAT

MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR  
TAKEN ON, IN UNDER OR FROM SAID LAND, BUT WITHOUT THE RIGHT TO USE  
THAT PORTION OF SAID LAND ABOVE A DEPTH OF 500 FEET FROM THE  
SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF,  
AS EXPECTED IN THE DEED FROM WILLIAM T. RODGER AND JACOB PURO,  
RECORDED OCTOBER 13, 1955 IN BOOK 3243

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**EXHIBIT 2  
FORM OF GRANT DEED**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

---

MAIL TAX STATEMENTS TO:

SIGNATURE PAGE FOLLOWS

“CITY”

CITY OF PLACENTIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: City Attorney

Dated: \_\_\_\_\_

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

STATE OF CALIFORNIA)  
COUNTY OF ORANGE )

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT 3**  
**SCOPE OF DEVELOPMENT**  
**TO BE INSERTED**

APPROVED AS TO FORM

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: City Attorney

Dated: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
a notary public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

---

Notary Public

(Seal)

## SCOPE OF DEVELOPMENT

The Developer shall develop the Hotel Project in accordance with the Development Agreement and the Land Use Approvals noted herein as Development Plan Review (DPR) No. 2018-06, Use Permit (UP) No. 2018-06, and Addendum to Mitigated Negative Declaration (MND) No. 2017-03. The proposed development shall comply with all applicable provisions of the Placentia Municipal Code.

The following is a general description of the Development Elements:

### 1. Hotel

- a. Full-service Hotel constructed at approximately 64 feet tall, with 116-guestroom keys, approximately 69,663 sq. ft. of total buildable area, approximately 14,079 sq. ft. of first floor area, approximately 13,896 sq. ft. of buildable area per floor (2<sup>nd</sup> through 5<sup>th</sup>), approximately 1,600 sq. ft. of lounge and food preparation area, inclusive of a breakfast area, approximately 1,176 of outdoor pool area, gym area, and a meeting space room.
- b. The Hotel shall be designed, developed, and operated in full compliance with the Land Use Approvals and conditions of approval adopted for DPR 2018-06, UP 2018-06, and Addendum to MND 2017-03.

### 2. Surface Parking

- a. Exactly 116 parking spaces shall be located within an at-grade parking lot. The parking lot shall contain 58 standards, 54 compact, and 4 ADA parking stalls dimensioned in compliance with the Placentia Municipal Code.

### 3. Landscaping

- a. Approximately 13,825 sq. ft. of onsite decorative landscaping. Landscaping will include a mix of drought tolerant trees, shrubs, and ground cover along the exterior boundary and interior of the project site. A landscaping plan is required to meet the requirements of the MWELo (Model Water Efficient Landscape Ordinance) as required by the Placentia Municipal Code. The landscape palette will feature Crape Myrtle, Brisbane Box, Australian Willow, and Date Palm trees. All landscaping will be equally distributed on the site with exception of landscaping along the westerly property line (street side) which will only feature ground cover and shrubs.

**EXHIBIT 4**  
**SCHEDULE OF PERFORMANCE**  
**TO BE INSERTED**

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## SCHEDULE OF PERFORMANCE

PERFORMANCE ITEM		DEADLINE TO PERFORM TASK
<b>I.</b>	<b>MATTERS TO BE COMPLETED PRIOR TO CONVEYANCE</b>	
	<b>Execution of the Disposition and Development Agreement ("DDA")</b>	
A.	City consider DDA.	December 18, 2018
B.	Developer executes DDA and delivers to City for approval and execution.	Within 10 days of Effective Date of DDA.
C.	If approved, City execute DDA.	Within 7 days of Developer execution.
D.	Delivery of duly executed Memorandum of Agreement.	Concurrent with execution of DDA.
	<b>Escrow and Title</b>	
A.	Developer open escrow.	Within 5 days following the date of the DDA.
B.	City delivers to Developer a preliminary title report and all underlying documents with respect to the title to the Site.	Within 15 days following the date of the DDA.
C.	Developer review and approval of title.	Within 30 days following the receipt of reports by Developer.
D.	Developer approval or disapproval of Site Condition.	Within 30 days following execution of DDA by Developer.
E.	Conditions Precedent to the Close of Escrow set forth in Section ___ of the DDA Satisfied.	Prior to the Close of Escrow.
F.	City and Developer submit escrow documents.	At least 2 days prior to close of escrow.
G.	Close of Escrow	Within ten (10) days of conditions precedent being satisfied or waived.
	<b>Financing</b>	
A.	Developer submission of Franchise Agreement.	Within 60 days following the execution of the DDA.
B.	City approval or conditional approval or rejection of Franchise Agreement.	Within 30 days following receipt of a complete submittal of Franchise Agreement.

<b>PERFORMANCE ITEM</b>		<b>DEADLINE TO PERFORM TASK</b>
	C. Developer submission of Budget.	Within 60 days following the execution of the DDA.
	D. Developer submittal of Financing Commitment.	Within 15 days prior to the close of escrow.
	E. Execute Hotel Management Agreement	Within 60 days following the execution of the DDA.
<b>Construction Permits</b>		
	A. Developer shall submit application and plan submissions for all building plan approvals ("Plan Submission").	On or before one hundred twenty (120) days of execution of DDA.
	B. City plan checks building plans of Plan Submission and submits correction comments to Developer.	Within 30 days of Plan Submission.
	C. Developer makes all building plan corrections and resubmits to City for comment.	Within 15 days of City's plan check corrections.
	D. City rechecks building plans and submits correction comments to Developer, if necessary.	Within 15 days following receipt of Developer's resubmission.
	E. If necessary, Developer makes all building plan corrections necessary for building plan approval and resubmits for building plan approval.	Within 10 days following receipt of City's plan check corrections.
	F. If necessary, City identifies all outstanding correction items necessary for building plan approval.	Within 10 days following receipt of Developer's resubmission.
	G. If necessary, Developer makes all building plan corrections necessary to obtain building plan approval and resubmits for building plan approval.	Within 10 days following receipt of City's plan check corrections.
	H. Developer submits approved building plans to the City for issuance of building permit.	No later than Closing.
	I. City issues building permit.	Within 7 days following receipt of Developer's submission of approved building plans.
	J. Developer submits required insurance.	Prior to construction.
<b>II.</b>	<b>MATTERS TO BE PERFORMED BY DEVELOPER FOLLOWING CLOSING OF ESCROW</b>	
	A. Commence construction of Hotel.	Within 45 days after Closing.

<b>PERFORMANCE ITEM</b>		<b>DEADLINE TO PERFORM TASK</b>
B.	Hotel Construction Loan records and funds.	Within 90 days of Close of Escrow.
C.	Completion of Hotel.	18 months following start of construction.
D.	Hotel is open the public.	24 months following start of construction.
<b>Release of Construction Covenants</b>		
A.	Developer delivers written request for release of Construction Covenants for Hotel.	Following completion, final inspection and issuance of Final Certificate of Occupancy for a Hotel.
B.	City delivers a Release of Construction Covenants to Developer or gives reasons for not releasing covenants.	Within 5 days following Developer's submission of written request for release.
<b>III.</b>	<b>RIGHT TO REPURCHASE IN THE EVENT CONSTRUCTION HAS NOT COMMENCED</b>	
A.	Failure to complete Grading.	One year following issuance of building permits.
B.	City provides Developer with written notice of Option to Repurchase Property to due failure to comment Grading.	One year + 60 days following issuance of building permits and failure to grade.
C.	City and Developer open escrow for Repurchase due to failure to commence Grading.	Within 30 days of City providing notice of Repurchase Right.
D.	Repurchase Closing Date based upon failure to commence Grading.	Within 90 days of City providing notice of Repurchase Right.
E.	Failure to commence laying foundation within 18 months years of issuance of building permits.	Eighteen months following issuance of building permits.
F.	City provides Developer with written notice of Option to Repurchase Property to due failure to lay foundation.	Eighteen months + 60 days following issuance of building permits and failure to lay foundation.
G.	City and Developer open escrow for Repurchase due to failure to lay foundation.	Within 30 days of City providing notice of Repurchase Right.
H.	Repurchase Closing Date based upon failure to lay foundation.	Within 90 days of City providing notice of Repurchase Right.



**EXHIBIT 5**

**MEMORANDUM OF AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Attention: City Administrator  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 90670

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**MEMORANDUM OF AGREEMENT**

This Memorandum of Purchase Agreement (“**Memorandum**”) is entered into as of \_\_\_\_\_, 20\_\_, by and between the **CITY OF PLACENTIA**, a California charter city, (“**City**” or “**Seller**”) and Placentia Hospitality, LLC, a California limited liability company (“**Developer**”).

1. **Sale of Property to Developer.** Pursuant to the Disposition and Development Agreement dated [INSERT DATE], by and between City and Developer (the “**DDA**”), which DDA is by the reference incorporated herein, City plans to sell and convey to Developer fee title to that certain real property particularly described in EXHIBIT 1 attached hereto and incorporated herein by this reference (the “**Property**”).
2. **Right of Repurchase.** The City retains the right of repurchase as delineated in Section \_\_\_\_ of the Disposition and Development Agreement attached hereto as EXHIBIT 2,
3. **Automatic Termination.** This Memorandum shall automatically terminate and be of no further force or effect upon occurrence of the conditions stated in the Repurchase Agreement.
4. **Successors and Assigns.** This Memorandum and the DDA shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.
5. **No Alteration of DDA.** This Memorandum is subject to the terms, covenants, conditions and provisions of the DDA and is not intended and shall not be constructed to alter, modify, limit, abridge or enlarge any of the terms, covenants, conditions or provisions of the DDA.
6. **Governing Law.** This Memorandum and the DDA shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

ATTACHMENT 2  
EXHIBIT A

IN WITNESS WHEREOF, the undersigned have caused this Memorandum to be executed by their duly authorized representative as of the date first set forth above.

“CITY”

“DEVELOPER”

CITY OF PLACENTIA

PLACENTIA HOSPITALITY, LLC  
Limited Liability Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Attorney

Dated: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
a notary public, personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

(Seal)

# Springhill Suites by Marriott

380 S. Placentia Avenue, north of W. Crowther Avenue  
DPR 2018-06 and UP 2018-06  
Associated Projects - GPA 2017-03; ZC 2017-03;  
ZCA 2017-04; & MND 2017-03

Addendum to Mitigated Negative Declaration  
for Environmental Assessment No. 2017-03

November 2018

Lead Agency:  
City of Placentia  
Development Services Department  
Planning Division  
401 E Chapman Avenue  
Placentia, CA 92870

Contact: Joe Lambert  
Director of Development Services

## **1. INTRODUCTION**

On September 12, 2017, the City of Placentia City Council adopted an Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring Program for Environmental Assessment No. 2017-03 (Placentia Avenue/Crowther Avenue – GPA 2017-03, ZC 2017-03, ZCA 2017-04). The proposal consisted of a City-initiated General Plan amendment to change the land use designation from Industrial to Commercial on a 7.3-gross acre (6.1-net acres) site together with a zone change to modify the zoning classification from Commercial Manufacturing (C-M) and Manufacturing (M) to a Community Commercial (C-2) zoning classification. Additionally, the City proposed a Zoning Code Amendment (ZCA) for the establishment of a Height Overlay for a maximum height of 65 feet. The Height Overlay over the project site would permit an increased height limit from 35 feet to 65 feet in order to accommodate an anticipated 150-room hotel.

The Initial Study and Mitigated Negative Declaration evaluated the impacts of an intended 7.3-gross acre commercial development with a combination of retail uses and a 150-room hotel with on-site parking. The impacts evaluated in the adopted MND included aesthetics, air quality, cultural resources, geology & soils, hazards, public services, transportation and water quality. The analysis identified one mitigation measure to address and mitigate potentially significant impacts to less than significant levels for traffic and circulation.

Since the project approval in 2017, a hotel operator has been identified and the project details and design have been refined. Placentia Hospitality, LLC has submitted an application for a Development Plan Review (DPR No. 2018-06), and Use Permit (UP No. 2018-06) for the establishment and operation of a hotel and associated alcohol sales (Type 20 – Off Sale Beer and Wine license). This addendum addresses the proposed modifications to the project and comparison of potential environmental impacts. The addendum is an informational document, intended to be used in the planning and decision making process as provided for under Section 15164 of the California Environmental Quality Act (CEQA) Guidelines. The Addendum does not recommend approval or denial of the proposed modification to the project. The fundamental conclusion of this addendum is that the proposed changes to the Project will not result in new significant impacts nor substantially increase the severity of previously disclosed impacts beyond those already identified in the previously adopted Mitigated Negative Declaration. Thus, a Subsequent Negative Declaration need not be prepared.

## **2. STATUTORY BACKGROUND**

The City of Placentia is the CEQA Lead Agency responsible for the proposed hotel project. Under CEQA, an Addendum to an adopted Negative Declaration or Mitigated Negative Declaration is needed if minor technical changes or modifications to the proposed project occur (CEQA Guidelines §15164). An addendum is appropriate only if these minor technical changes or modifications do not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts. The Addendum need not be circulated for public review (CEQA Guidelines §15164[c]); however, an addendum is to be considered by the decision-making body prior to making a decision on the project (CEQA Guidelines §15164[d]).

This Addendum to the previously adopted Mitigated Negative Declaration demonstrates that the environmental analysis, impacts, and mitigation requirements identified in the 2017 IS/MND for Environmental Assessment No. 2017-03 remain substantively unchanged despite project revisions described herein, and supports the finding that the proposed project does not raise any new issues and does not exceed the level of impacts identified in the previous Mitigated Negative Declaration. Accordingly, recirculation of the MND for public review is not necessary pursuant to Section 15164 of

the CEQA Guidelines. Therefore, a decision was made by the City of Placentia not to prepare a Subsequent EIR or Negative Declaration pursuant to Section 15162 of the CEQA Guidelines. To support this decision, the following discussion describes the proposed project modifications and the environmental analysis.

### **3. SUMMARY OF ORIGINAL PROJECT DESCRIPTION**

The original project description analyzed under the 2017 IS/MND for Environmental Assessment No. 2017-03 consisted of 7.3-gross acres (6.1 net acres) spread over four (4) vacant parcels, four (4) occupied parcels, and additional site coverage totaling approximately 318,000 square feet (sf). In 2017, 63,780 sf of operational industrial use was occupied on four (4) of the eight (8) parcels. The site had approximately 119,000 sf of vacant land. The City proposed to change the existing zoning district and General Plan land use designation from "Industrial" to "Commercial" use for the project site. The assumption was that 92,220 sf of commercial use could be established under the Community Commercial (C-2) zoning designation for the project site. Included as part of the project was a zoning code amendment for the establishment of a Height Overlay for a maximum height of 65 feet that is an increased height limit from 35 feet to 65 feet in order to accommodate an anticipated 150-room hotel. The site envisioned the existing industrial to remain and the addition of a maximum 150-room hotel and specialty retail as commercial uses. Site access was proposed via two points: 1) primary full-access from Crowther Avenue to the south; and 2) secondary restricted right-in/right-out access from S. Placentia Avenue to the west.

### **4. PROJECT REVISIONS**

The revised project description includes a hotel facility on the same project site and incorporates minor modifications to site design that would result in a smaller hotel with fewer rooms, and a lower height. The balance of the original project assumptions remain the same. Access for the northern parcel would be the same, from S. Placentia Avenue. There is an existing driveway on S. Placentia Avenue. In addition, landscaping and lighting would be incorporated throughout the site in accordance with City standards.

The primary revisions to the project description consist of the following:

- The assignment of a single address (380 S. Placentia Avenue) to the project site. The northernmost address (350 S. Placentia Avenue) will no longer be utilized. The location of the project site would not change; only the street address would be revised;
- The number of hotel rooms would be reduced from 150 to 116;
- The hotel square footage would decrease from an assumed 84,000 sf to 69,663 sf;
- The building height would decrease from a maximum of 65 feet to 58 feet, 10 inches at the highest building parapet, with a corresponding decrease in building mass and visibility; and
- The revised project proposes a new median opening and southbound left-turn lane on S. Placentia Avenue to allow direct ingress of southbound traffic. Egress at the project driveway will be restricted to allow right turns only. The following improvements are recommended for the project:
  1. Install a STOP sign (R1-1) and "Right Turn Only" Sign (R3-5R) at the driveway egress facing outbound traffic.

2. Install a "No Left/U Turn" sign (R3-18) on the median of Placentia Avenue at facing outbound traffic.
3. Corner sight distance for the driveway should be maintained free of visual obstruction to ensure turning safety.

The revised project proposes the development of the hotel on 2.27 acres under Development Plan Review (DPR No. 2018-06) together with Use Permit (UP No. 2018-06). The Use Permit will allow the establishment and operation of a 5-story hotel with 116 guest rooms, 116 parking stalls, a conference/meeting room, a lounge/dining room, a buffet area, a fitness center, a business center office area and an outdoor patio area/pool together with the allowance for alcohol sales (Type 20 – Off Sale Beer and Wine license).

## **5. IMPACT COMPARISON**

Through the course of evaluating the revised project description, the City of Placentia determined that no new significant impacts or substantial increase in the severity of impacts would occur upon project implementation. A comparison of impacts between the original project description (as analyzed in the 2017 IS/MND for Environmental Assessment No. 2017-03) and the revised project description is provided below.

### **Aesthetics**

The revised project description would result in a hotel facility with a decreased square footage and a lower building height than previously evaluated. The revised project would result in a reduced building mass and aesthetic impact. The revised project description would include similar landscaping, and nighttime lighting allowed under the original project. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to aesthetics as a result of project revisions.

### **Agriculture and Forest Resources**

The original project and revised project would affect the same project site, consists of the same type of land use and operations, and would be constructed using similar grading/building practices. There are no agriculture or forest lands on the subject site. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to agriculture or forest resources.

### **Air Quality**

The revised project involves an overall reduction in the building mass for the hotel. It would result in similar demolition, site preparation, construction, and project operation activities to those identified in the previously analyzed project description. Additionally, the revised project description would result in a reduction of hotel rooms from 150 to 116, thereby resulting in a lower trip generation and reduced operational air quality emissions. As a result, construction-related and project-level long-term operational air quality impacts would be similar to those identified for the original project description. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to air quality as a result of project revisions.

### **Biological Resources**

The hotel facility project would be constructed as part of the same site as the original project evaluated. The project site is completely disturbed and exists within a fully urbanized area. No

sensitive plants, animals, or habitats exist on-site. The revised project would not conflict with any local policies or ordinances relating to biological resources, and no Habitat Conservation Plans, Natural Community Conservation Plans, or other approved plans apply to the site. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to biological resources as a result of project revisions.

### **Cultural Resources**

Environmental analysis for the original project description concluded that impacts to historical resources would not occur, since no existing structures would be impacted by the project. The revised project description would occur on the same site as the original project. However, the revised project would result in slightly less grading and excavation, due to a smaller building footprint. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to cultural resources as a result of project revisions.

### **Geology and Soils**

The revised project would be located on the same project site as the original project description evaluated. Thus, on-site geologic conditions related to earthquake faulting, seismicity, liquefaction, erosion, soil instability, and expansive soils would remain the same. Since the proposed use and general arrangement/design of on-site facilities would also remain the same, the revised project description would result in impacts similar to those described within the 2017 IS/MND for Environmental Assessment No. 2017-03. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to geology and soils as a result of project revisions.

### **Greenhouse Gas Emissions**

The revised project involves an overall reduction in the building footprint, and would result in similar project operation activities to those identified in the previously analyzed project description. Additionally, the revised project would result in a reduction of hotel rooms from 150 to 116, thereby resulting in a lower trip generation and reduced operational air quality emissions. As a result, project-level long-term operational impacts would be similar to those identified for the original project description. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to greenhouse gas emissions as a result of project revisions. Greenhouse gas emissions would also be reduced as the hotel facility would be constructed to maximize energy efficiency and sustainability. Therefore, impacts related to greenhouse gas emissions under the revised project would continue to be less than significant.

### **Hazards and Hazardous Materials**

The 2017 IS/MND for Environmental Assessment No. 2017-03 included an examination of potential sources of hazardous materials on the project site and in the surrounding vicinity. The analysis concluded that, although sources of hazardous materials are known to occur on and surrounding the site, adherence to federal, State, and local standards would minimize impacts to a less than significant level. Since the original and revised project descriptions would share the same project site and be constructed with similar techniques, the revised project would also result in a less than significant impact in regards to the potential disturbance of existing hazardous materials during construction.

Similar to the original project description, the revised project would involve the storage, use and transport of common household cleaning products, in addition to the limited use of pesticides and/or herbicides for landscape maintenance. The proposed hotel facility would also require the use of

chemicals for swimming pool maintenance. These chemicals would be utilized in limited quantities on-site, in compliance with federal, State, and local standards. The revised project would also result in less than significant impacts during project operations.

In addition, since the revised project would be constructed on the same site, the project would not affect any existing or proposed school within one-quarter mile of the site, an airport land use plan, or a private airstrip in the vicinity. Since primary site access would remain the same, no impacts to emergency response would occur. Further, the project would not result in any additional impacts related to wildland fires. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to hazards and hazardous materials as a result of project revisions.

### **Hydrology and Water Quality**

The original and revised project descriptions would affect the same project site, consist of the same type of land use and operations, affect similar project footprints, and would be constructed using similar grading/building practices. In addition, the same water quality standards would be applicable to the revised project. The revised project is anticipated to continue to result in less than significant impacts during the project construction process, upon adherence to National Pollutant Discharge Elimination Systems (NPDES) standards and implementation Best Management Practices (BMPs). Moreover, the requirement for a Water Quality Management Plan (WQMP) to minimize impacts during long-term hotel operations would remain applicable to the revised project. In addition, given the developed and impervious nature of the existing project site, the revised project description would not result in any increased impacts related to off-site drainage or flooding. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to hydrology and water quality as a result of project revisions.

### **Land Use and Planning**

The revised project would consist of a hotel facility on the same project site as the original project description, which is designated Commercial by the City's General Plan and Community Commercial (C-2) and H65 (Height Overlay District) in the Placentia Municipal Code (PMC). Given the developed nature of the site vicinity, neither the original or revised project would result in the division of an established community, nor would they result in conflicts with an established Habitat Conservation Plan or Natural Community Conservation Plan.

The revised project would require approval of a Development Plan Review and Use Permit. These new project approvals would be applicable only to the area to be affected by the proposed hotel facility. The original General Plan Amendment, Zone Change, and Zoning Code Amendment are effective. Thus, upon approval of these land use entitlements, the revised project would be consistent with the City's land use plan, policies, and regulations applicable to the site. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to land use and planning as a result of project revisions.

### **Mineral Resources**

Since the revised project would occur on the same site as the original project description, the project would not interfere with the availability of a mineral resource or result in the loss of a mineral recovery site. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to mineral resources as a result of project revisions.

### **Noise**

The revised project involves an overall reduction in the building footprint, and would result in similar demolition, site preparation, construction, and project operation activities to those identified in the previously analyzed project description. The revised project description would result in a reduction of average daily trips along the City's roadway network, consequently resulting in a decrease in traffic noise levels. The on-site uses would remain similar (i.e., hotel use, parking, mechanical equipment, etc.), thus creating a similar level of on-site stationary noise. As a result, noise impacts from the proposed project would be similar to those identified in the 2017 IS/MND for Environmental Assessment No. 2017-03. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to noise as a result of project revisions.

### **Population and Housing**

The revised project would result in a hotel facility similar in nature to the original project description. In regards to population growth, the proposed project would have the potential to induce growth within the City due to the need for employees for hotel staff. Given that the revised project would also be a hotel facility with a smaller number of hotel rooms and similar amenities, the revised project is not anticipated to result in a substantial increase in employment. Thus, the revised project would not induce substantial population growth within the City, either directly or indirectly. In addition, given the lack of structures on the proposed 2.27-acre project site, the revised project would not result in the displacement of housing or people. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to population and housing as a result of project revisions.

### **Public Services**

As stated above, the revised project would consist of a hotel facility of a similar size/layout, equipped with similar amenities, and located at the same site. The 2017 IS/MND for Environmental Assessment No. 2017-03 concluded that impacts related to fire protection, police protection, schools, parks, and other public facilities would be less than significant. None of the revisions to the project would result in an increase in the need for these public services or facilities in comparison to the original project description. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to public services as a result of project revisions.

### **Recreation**

The proposed project could generate demand for recreational facilities through the use of such facilities by hotel guests or employees. As shown within the 2017 IS/MND for Environmental Assessment No. 2017-03, as a lodging facility the project is not expected to result in a substantial increase in the use of neighborhood or regional parks or other recreational facilities. Since the revised project description would not result in a change in land use or a substantial increase in hotel guests or employees, impacts to recreational facilities would be similar in comparison to the original project description. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to recreational facilities as a result of project revisions.

### **Transportation/Traffic**

The 2017 IS/MND for Environmental Assessment No. 2017-03 included a Traffic Impact Analysis (TIA) assessing the original project description's effects on the surrounding roadway network. Based on the results of the TIA, it was determined that the original project description would not significantly affect roadways surrounding the site upon implementation of recommended mitigation.

The mitigation would consist of improvements along S. Placentia Avenue at Crowther Avenue.

Within the TIA, the trip generation for the original project description was calculated utilizing a standard multiplier based on the number of hotel rooms. Since the revised project description would result in a reduction of hotel rooms from 150 to 116, the revised project would result in a lower trip generation under the methodology of the TIA. Thus, the revised project's impacts related to the local roadway system would be reduced in comparison to the original project description. Likewise, since the overall trip generation would be decreased, the revised project would not exceed any level of service standard established by the Orange County Congestion Management Program (CMP).

Mitigation Measure CIR-1 would remain applicable to the revised project.

Mitigation Measure: CIR-1- At the intersection of Placentia and Crowther, upgrade existing left turn phasing from permitted left-turns to protected/permitted left-turns for the northbound, southbound and eastbound approaches.

Mitigation Monitoring: CIR-1. The City of Placentia Development Services Department will condition the implementing project to prepare and submit both street improvement and traffic signal plans, associated with MM CIR-1. The Development Services Department – City Traffic Engineer and Public Works will review and approve such plans. The traffic upgrades, namely, upgrading of the existing left turn phasing and left turn lanes, will be completed prior to the issuance of certificate of use and occupancy.

Similar to the original project description, the revised project would not have the capability to affect air traffic patterns. In addition, the revised project would not result in any hazardous design features or inadequate emergency access, since ingress and egress would be provided by the same access points as the original project description. The revised project would not conflict with policies, plans, or programs supporting alternative transportation. The project area is served by multiple forms of bus and rail transport, and the revised project would not result in a conflict with any policies or facilities related to alternative transportation. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to transportation and traffic as a result of project revisions.

### **Tribal Cultural Resources**

Environmental analysis for the original project description concluded that impacts to tribal cultural resources would not occur, since no existing structures would be impacted by the project. The revised project description would occur on the same site as the original project. The revised project would result in slightly less grading and excavation, due to a smaller building footprint. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to tribal cultural resources as a result of project revisions.

### **Utilities and Services Systems**

As stated above, the revised project would consist of a hotel facility of a similar size/layout, equipped with similar amenities, and located at the same site as the original project description. Given the similar nature of the revised project description, none of the project revisions would result in a substantial increase in the need for these services or facilities in comparison to the original project description. Thus, no new significant impacts or substantial increase in the severity of impacts would occur in regards to utilities and service systems as a result of project revisions.

## **Mandatory Findings of Significance**

Based on the impact comparison provided above, the revised project would not result in new significant impacts or a substantial increase in the severity of impacts under CEQA. Thus, in comparison to the analysis provided in the 2017 IS/MND for Environmental Assessment No. 2017-03, the revised project would not: a) result in increased impacts related to degradation of the environment or impacts to biological or cultural resources; b) result in increased cumulative impacts; or c) result in increased substantial adverse effects on human beings, either directly or indirectly.

## **6. CONCLUSION**

For all impact areas, a preliminary review indicated that the proposed modifications are in substantial conformance with the original project and therefore would have no new impacts not already identified in the Mitigated Negative Declaration (IS/MND 2017-03). Based on the impact comparison provided above, the revised project would not result in new significant impacts or a substantial increase in the severity of impacts under CEQA. Thus, the revised project would not: a) result in increased impacts related to degradation of the environment; b) result in increased cumulative impacts; or c) result in increased substantial adverse effects on human beings, either directly or indirectly. No significant impacts to the environment as a result of this project have been identified when considering the mitigation measures included as part of the development plan.

Approval of the project is not expected to have any significant impacts, either long-term or short-term, nor will it cause substantial adverse effect on human beings, either directly or indirectly provided all mitigation measures and normal project conditions are followed. The Mitigation Monitoring and Reporting Program remains valid and in force as approved with the project, and no additions or changes are necessary. In summary, the analysis concludes that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a Subsequent EIR or Negative Declaration have occurred, and thus an Addendum to the Mitigated Negative Declaration is appropriate to satisfy CEQA requirements for the proposed project. The evidence, in the file, supports that no circumstances or conditions requiring the preparation of a Subsequent Negative Declaration are present in this case.

§15073.5 of the CEQA Guidelines states that a lead agency is required to recirculate an IS/MND when a document has been substantially revised after public notice of its availability has previously been given. However, recirculation is not required when new information is added to the IS/MND, which merely clarifies, amplifies, or makes insignificant modifications to the document. The project revisions described above in Section 4, PROJECT REVISIONS do not result in significant modifications. In addition, the impact comparison provided above demonstrates that no new significant impacts or substantial increase in the severity of impacts would occur upon implementation of the revised project description. Therefore, no recirculation is required.

While the proposed changes do not warrant the recirculation of the IS/MND, this document should be made part of the administrative record and transmitted to the City's decision-making body along with the previously-approved IS/MND to provide clarification regarding proposed changes outlined above and to comply with CEQA Guidelines §15164.

**CITY OF PLACENTIA**  
**CEQA Initial Study/Environmental Checklist Form for Addendum Analysis**

**1.0 Project Description and Information**

1. **Project title:** Placentia Avenue/Crowther Avenue GPA 2017-03; ZC 2017-03; ZCA 2017-04; and MND 2017-03 together with DPR 2018-06 and UP 2018-06
2. **Lead agency name and address:** City of Placentia – Development Services Department, Planning Division, 401 East Chapman Avenue Placentia, CA 92870
3. **Contact person and phone number:** Andrew Gonzales, Senior Planner, City of Placentia
4. **Project location:** East of S. Placentia Avenue and northerly of W Crowther Avenue and the railroad tracks.
  - A. Total Project Area: 2.27 acres of a 7.3 gross acre site (6.1 net acres)
  - B. Assessor's Parcel No: 339-441-02 and 03; 339-442-01, 02, 03; 339-443-03, 05, 06
  - C. Map: Thomas Brothers Orange County Street Guide 2013 Pages , grids
  - D. Section 36, Township 3S and Range 10W of the San Bernardino Base and Meridian.
  - E. Longitude: 33 52' 01.64"N                      Latitude: 117 52' 48.80"W
5. **Project Sponsor Name and Address:** Placentia Hospitality, LLC, 640 W. Lambert Road, Brea, CA 92821 **Representative:** Ashil Pansuria
6. **General Plan Designation:** The City's General Plan Land Use Element, Land Use Map identifies the existing land use designation as Industrial. The parcels have been changed to Commercial with GPA 2017-03.
7. **Zoning:** The City's Zoning Map identifies the existing zoning designation for the project site as Commercial Manufacturing, (C-M), and Manufacturing (M). The parcels have been changed to Community Commercial (C-2) and H65 (Height Overlay District) with ZC 2017-03.
8. **Description of Project:** The project site is approximately 7.3 acres located at the northeast corner of Placentia Avenue and West Crowther Avenue. The triangular site is bordered by the Orange Freeway/Route 57 on the east, West Crowther Avenue on the south, Placentia Avenue on the west. Currently, industrial land uses exist on the project site.

Under the original proposal, the City initiated a General Plan Amendment to change the existing land use designation of Industrial to Commercial, recommended a Zone Change to modify the zoning for the project site from the existing Commercial Manufacturing (C-M) and Manufacturing (M) zoning classifications to the Community Commercial (C-2) zoning classification and established a Height Overlay District for a maximum height of 65 feet. The Height Overlay District over the project

site would permit an increased height limit from 35 feet to 65 feet in order to accommodate the anticipated 150-room hotel. In addition, the City proposed a Zoning Code Amendment (ZCA 2017-04), to provide and codify the Development Standards of the proposed Height Overlay, which is associated with the proposed 150-room hotel. The intended commercial development consists of a combination of retail uses and a 150-room hotel with on-site parking.

Since the project approval in 2017, a hotel operator has been identified and the project details and design have been refined. Placentia Hospitality, LLC has submitted an application for a Development Plan Review (DPR No. 2018-06), and Use Permit for the establishment and operation of a hotel and associated alcohol sales (Type 20 – Off Sale Beer and Wine license). The project proposes the development of 2.27 acres with the construction of 116 guest rooms, 116 parking stalls, a conference/meeting room, a lounge/dining room, a buffet area, a fitness center, a business center office area and an outdoor patio area/pool. The structure is proposed to be five stories, with a maximum height of 58 feet, 10 inches.

The following public services are available to the Project:

- Fire Protection Services Orange County Fire Authority
- Police Protection Services Placentia Police Department
- Public Schools Placentia-Yorba Linda Unified School District
- Library Services Placentia Library District
- City Administrative Services City of Placentia

The following utilities/infrastructure systems and services are available to the Project:

- Water/Sewer Golden State Water
- Electricity Southern California Edison
- Natural Gas The Gas Company
- Telephone/Communications Verizon, or other contract services

**9. Surrounding Land Uses and Environmental Setting:**

The adjacent General Plan Area Plan(s), Land Use Designation(s), and Zoning(s), if any:

Direction	General Plan Designation	Zoning District	Existing Land Use
Project Site	Commercial	Community Commercial	Industrial, vacant
North**	Single-Family Residential	Single-Family Residential	Single-Family Residences & State Route 57
South	Industrial	Manufacturing	Commercial
East	R-O-W and Transit- Oriented Development (TOD)	R-O-W and TOD	SR-57 & Industrial
West**	Industrial	M-P-200	Commercial

\*\* City of Fullerton

10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):**

Based on the current project design concept, other permits necessary to realize the proposal will likely include, but are not limited to, the following:

- Stormwater management and associated permitting will be required consistent with the provisions of the Clean Water Act Section 401 and the Santa Ana Regional Water Quality Control Board (SARWQCB) pursuant to requirements of the National Pollutant Discharge Elimination System (NPDES) Permit;
- Permitting may be required by/through the South Coast Air Quality Management District (SCAQMD) for certain of the project operations and its associated equipment.

11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun? No.**

**2.0 ENVIRONMENTAL ISSUES ASSESSMENT**

I. AESTHETICS -- Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The 2017 project involved a General Plan Amendment, Zone Change and establishment of a Height Overlay with a 65-foot height maximum over the project site. The new construction of a 116-room hotel facility on 2.27-acres will not create any new aesthetic impacts. The new hotel is projected to have a maximum height of 58 feet, 10 inches that is lower than the maximum height allowed by the Height Overlay District.

Impact I.a): The proposed project is in a highly urbanized and fully developed area of the City surrounded by existing residential, commercial, and industrial land uses. There are no scenic vistas into or from the project site. The proposed project will not have an adverse effect on a scenic vista.

Impact I.b): The site has been used as a parking lot. The proposed project site does not contain any scenic resources, including trees, rock outcroppings or historic buildings within viewshed of a State scenic highway. Thus, the proposed project will not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.

Impact I.c): As noted above, the project is located in a highly urbanized and fully developed area of the City, surrounded by existing residential, commercial and industrial land uses, as well as the 57 Freeway. The Height Overlay was implemented on the project site including the area where the anticipated 150-room hotel is proposed for development. The northern portion of the project site is constrained by its irregular shape. The hotel will be located parallel to the 57 Freeway with parking along the western and southern sides of the site. This would increase the distance from the existing residences across S. Placentia Avenue, reducing the impact to the visual character of the area. Thus, the proposed project will not substantially degrade the existing visual character or quality of the site or its surroundings.

Impact I.d): The proposed project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. The 116-room hotel will create a new source of light. In accordance with Placentia Municipal Code (PMC) Section 23.78.080 – Lights, all lighting within the parking lot or building lights are required to direct light away from the public right-of-way and any adjoining residential uses. Site specific design details for the hotel, in compliance with City requirements, will be submitted for review and approval prior to the issuance of building permits so as to reduce the potential impact to a less than significant level.

Mitigation Measures: No mitigation measures are necessary.

<b>II. AGRICULTURE AND FOREST RESOURCES:</b> Would the Project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Source: State of California, Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring

**Analysis of Project Effect and Determination of Significance:**

The 2017 project involved a General Plan Amendment, Zone Change and establishment of a Height Overlay with a 65-foot height maximum over the project site. The new construction of a 116-room hotel facility on 2.27-acres will not create any new impacts to agriculture or forest resources.

Impacts II.a-b): The proposed project involves land which is not designated as having prime, unique or farmland of statewide importance, nor is the land under a Williamson Act contract. The project is located in a highly urbanized and fully developed area of the City, surrounded by existing commercial and industrial land uses.

Impacts II.c): The proposed project does not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use.

Impact II.d): The proposed project will not result in the loss of forest land or conversion of forest land to non-forest use.

Impact II.e): The proposed project does not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use.

Mitigation Measures: No mitigation measures are necessary.

<b>III. AIR QUALITY --</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sources: South Coast Air Quality Management District, *CEQA Air Quality Handbook*, 1993 and CalEEMod 2016.3.2.

**Analysis of Project Effect and Determination of Significance:**

The 2017 project involved a General Plan Amendment, Change of Zone and a Height Overlay with a 65-foot maximum over the project site. The proposed project will facilitate the redevelopment of the existing industrial use to commercial uses, it is not anticipated that the implementing projects will result in a significant increase in vehicle trips over existing conditions.

The revised project involves an overall reduction in the building footprint, and would result in similar demolition, site preparation, construction, and project operation activities to those identified in the previously analyzed project description. Additionally, the revised project description would result in a reduction of hotel rooms from 150 to 116, thereby resulting in a lower trip generation and reduced operational air quality emissions. As a result, construction-related and project-level long-term operational air quality impacts would be similar to those identified for the original project description.

An Air Quality analysis for the revised project was completed using CalEEMod 2016.3.2. that concluded impacts for the project are below the South Coast Air Quality Management District’s thresholds of significance. The revised project involves a decrease in the square footage of the building, thus the project revisions are not anticipated to result in an increase in vehicle trips.

Impact III.a): The proposed project will not conflict with or obstruct implementation of the applicable air quality plan.

Impacts III.b): The proposed project will induce the redevelopment of the project site. The CalEEMod runs determined no significant impacts are anticipated with the redevelopment of the site and potential short-term and long-term construction emissions that could contribute to a violation of ambient air quality standards. As shown in Table III-1, the unmitigated construction pollutant emissions fall below the established thresholds for ROG, NOx, CO, SO<sub>2</sub>, PM10 and PM2.5.

**Table III-1  
 Estimated Unmitigated Construction Pollutant Emissions**

	Pollutant Emissions (pounds/day)					
	ROG	NOx	CO	SO <sub>2</sub>	PM10	PM2.5
<b>Maximum Total</b>	<b>36.45</b>	<b>83.93</b>	<b>219.23</b>	<b>0.66</b>	<b>63.31</b>	<b>18.87</b>
<b>SCAQMD Thresholds</b>	<b>75</b>	<b>100</b>	<b>550</b>	<b>150</b>	<b>150</b>	<b>55</b>
<b>Exceeds Thresholds</b>	<b>no</b>	<b>no</b>	<b>no</b>	<b>No</b>	<b>no</b>	<b>no</b>

As shown in Table III-2, the operational regional pollutant emission fall below the established thresholds for ROG, NOx, CO, SO<sub>2</sub>, PM10 and PM2.5 for area sources, energy usage, and mobile sources.

**Table III-2  
 Operational Regional Pollutant Emissions**

Activity <sup>1</sup>	Pollutant Emissions (pounds/day)					
	ROGs	NOx	CO	SO <sub>2</sub>	PM10	PM2.5
Area Sources <sup>2</sup>	1.58	2.2000e004	0.02	0.00	9.0000e005	9.0000e005
Energy Usage <sup>3</sup>	0.07	0.64	0.54	3.8500e003	0.05	0.05
Mobile Sources <sup>4</sup>	1.59	8.10	18.34	0.06	4.88	1.34
<b>Total Emissions</b>	<b>3.24</b>	<b>8.74</b>	<b>18.90</b>	<b>0.06</b>	<b>4.93</b>	<b>1.40</b>
SCAQMD Thresholds	<b>55</b>	<b>55</b>	<b>550</b>	<b>150</b>	<b>150</b>	<b>55</b>
Exceeds Threshold?	<b>no</b>	<b>no</b>	<b>no</b>	<b>no</b>	<b>no</b>	<b>no</b>

Notes:

1. Source: CalEEMod Version 2016.3.2.
2. Area sources consist of emissions from consumer products, architectural coatings, hearths and landscaping equipment.
3. Energy usage consists of emissions from generation of electricity and on-site non-hearth natural gas usage.
4. Mobile sources consist of emissions from vehicles and road dust.

Therefore, anticipated traffic-related impacts to air quality would not be considered significant. The revised project would result in demolition, site preparation, grading, construction and project operation similar to those identified in the previously analyzed project description and adopted MND. As a result, construction related and project-level, long-term operational air-quality impacts would be similar to those identified in the original project description.

Impact III-c): The project is within a state or federally designated non-attainment area for ozone, CO and PM10. Short-term emissions of NOx, ROC and PM10 during the development construction phases and long-term emissions of NOx, CO and ROC would be below the SCAQMD thresholds for these criteria pollutants.

Impact III-d): The project under consideration will adhere to Placentia Municipal Code requirements for building construction and operational hours. Staging for the hotel construction activities will occur adjacent

to the southern portion of the site. Thus, the proposed project would not expose sensitive receptors to substantial pollutant concentrations.

Impact III.e): The proposed project would not create objectionable odors affecting a substantial number of people.

Mitigation Measures: No mitigation measures are proposed.

IV. BIOLOGICAL RESOURCES -- Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The proposed project involved a General Plan Amendment, Change of Zone and Height Overlay District of 65-foot height maximum. The new construction of a 116-room hotel on 2.27-acres will not create any new impacts to biological resources as the site is devoid of habitat, streams, watercourses or wildlife corridors.

Impact IV.a): In that the project site is located in a highly urbanized, fully developed area of the City, the proposed project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Impact IV.b): The proposed project will not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or US Fish and Wildlife Service.

Impact IV.c): The proposed project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

Impact IV.d): Given the physical location and existing urbanized conditions of the project site and the surrounding area, the proposed project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Impact IV.e): The proposed project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Impact IV.f): The project site is not within any conservation plan area. As such, the proposed project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Mitigation Measures: No mitigation measures are necessary or proposed.

<b>V. CULTURAL RESOURCES -- Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The proposed project involved a General Plan Amendment, Change of Zone and Height Overlay of 65-foot height maximum. The new construction of a 116-room hotel on 2.27-acres will not create any new impacts to

cultural resources.

Impact V.a): The existing industrial structures on the southern portion of the project site do not possess historic value or of historic significance. On the northern section of the site, there is one billboard that will remain adjacent to the eastern property line. No other structures are on the northern piece of land. As such, redevelopment of the project site, induced by the proposed project, will not cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines.

Impact V.b): The project site does not contain any archeological resources. Thus, the proposed project will not cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines.

Impact V.c): The proposed project site does not contain any paleontological resources and thus will not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Impact V.d): The proposed project will not disturb any human remains, including those interred outside of formal cemeteries.

Mitigation Measures: No mitigation measures are necessary or proposed.

VI. GEOLOGY AND SOILS -- Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	●	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	●	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
f) Be impacted by or result in an increase in wind erosion and blowsand, either on or off site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●

Source: Geotechnical Engineering Investigation by Salem Engineering Group, Inc. in October 2018.

**Analysis of Project Effect and Determination of Significance:**

The proposed project involves a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The proposed 116-room hotel project will induce the redevelopment of the project site with commercial uses. A Geotechnical Engineering Investigation for the proposed 2.27 acres project area was prepared by Salem Engineering Group, Inc. in October 2018. The conclusions and recommendations are summarized below. Implementation of and compliance with various City design standards and applicable ordinances will reduce the impacts to geotechnical and soils resources to a less-than-significant level and no additional mitigation measures were proposed.

Impact VI.a.i): The project site, located in the seismically active region of Southern California, is susceptible to earthquakes and seismic ground motion. The nearest faults to the project site are associated with the Puente Hills (Coyote Hills) fault system located approximately 1.4 miles from the site. There are no known active fault traces in the project vicinity. Based on mapping and historical seismicity, the seismicity of the Peninsular Range has been generally considered high by the scientific community. The project area is not within an Alquist-Priolo Earthquake Fault (Special Studies) Zone and will not require a special site investigation by an Engineering Geologist. Soils on site are classified as Site Class D in accordance with Chapter 16 of the California Building Code. It can be anticipated that, through compliance with existing City and State grading and construction standards, the proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault.

Impact VI.a.ii): The geotechnical engineering investigation determined using the USGS web-based application *US Seismic Design Maps* to estimate the peak ground acceleration adjusted for site class effects (PGAM) that because of the proximity to the subject site and the maximum probable events for these faults, it appears that a maximum probable event along the fault zones could produce a peak horizontal acceleration of approximately 0.648 g (2% probability of being exceeded in 50 years). While listing PGA is useful for comparison of potential effects of fault activity in a region, other considerations are important in seismic design, including frequency and duration of motion and soil conditions underlying the site. It can be anticipated that, through compliance with existing City and State grading and construction standards, the proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking.

Impact VI.a.iii): Soil liquefaction is a state of soil particles suspension caused by a complete loss of strength when the effective stress drops to zero. Liquefaction normally occurs under saturated conditions in soils such as sand in which the strength is purely frictional. Primary factors that trigger liquefaction are: moderate to strong ground shaking (seismic source), relatively clean, loose granular soils (primarily poorly graded

sands and silty sands), and saturated soil conditions (shallow groundwater). Due to the increasing overburden pressure with depth, liquefaction of granular soils is generally limited to the upper 50 feet of a soil profile. However, liquefaction has occurred in soils other than clean sand. The soils encountered within the depth of 50½ feet on the project site consisted predominately of clayey sand, sandy clay, silty sand, sandy silt, and sand. The historically highest groundwater is estimated to be at a depth of more than 50 feet below ground surface according to the Seismic Hazard Zone Report 03, Anaheim 7.5-Minute Quadrangle, Plate 1.2 (Open-File Report 97-08). Low to very low cohesion strength is associated with the sandy soil. A seismic hazard, which could cause damage to the proposed development during seismic shaking, is the post-liquefaction settlement of the liquefied sands. In accordance with the State of California, Seismic Hazard Zone Map, Anaheim Quadrangle, dated April 15, 1998, the site is not located within the potential liquefaction zone. Therefore no mitigation measures are warranted. Through compliance with the City's existing grading standards, the proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction.

Impact VI.a.iv): There are no known landslides at the site, nor is the site in the path of any known or potential landslides. The investigation concluded that they do not consider the potential for a landslide to be a hazard to this project. Through compliance with the City's existing grading standards, the proposed project will not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides.

Impact VI.b): The project site is fully developed with all necessary improvements in place, including streets, curbs, gutters, water and sewer lines, and electrical service lines. The proposed project will not result in substantial soil erosion or the loss of topsoil.

Impact VI.c): The proposed project is not located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

Impact VI.d): The proposed project is not located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.

Impact VI.e): The proposed project will not have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water.

Impact VI.f): The proposed project will not be impacted by or result in an increase in wind erosion and blowsand, either on or off site.

Mitigation Measures: No mitigation measures are required.

VII. GREENHOUSE GAS EMISSIONS -- Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	●	<input type="checkbox"/>
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	●	<input type="checkbox"/>

Sources: OPR’s Technical Advisory and CalEEMod 2016.3.2 Annual run.

**Applicable General Plan Goals and Policies:**

Existing Setting:

*Global Warming and Greenhouse Gases*

Global climate change refers to changes in average climatic conditions on earth as a whole, including temperature, wind patterns, precipitation and storms. Global warming, a related concept, is the observed increase in average temperature of the earth’s surface and atmosphere. The six major greenhouse gases (GHGs) identified by the Kyoto Protocol are carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), sulfur hexafluoride (SF<sub>6</sub>), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs). GHGs absorb longwave radiant energy reflected by the earth, which warms the atmosphere. GHGs also radiate long wave radiation both upward to space and back down toward the surface of the earth. The downward part of this longwave radiation absorbed by the atmosphere is known as the “greenhouse effect.” The potential effects of global climate change may include rising surface temperatures, loss in snow pack, sea level rise, more extreme heat days per year, and more drought years.

CO<sub>2</sub> is an odorless, colorless natural GHG. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic (human caused) sources of CO<sub>2</sub> are from burning coal, oil, natural gas, wood, butane, propane, etc. CH<sub>4</sub> is a flammable gas and is the main component of natural gas. N<sub>2</sub>O, also known as laughing gas, is a colorless GHG. Some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to the atmospheric load of GHGs. HFCs are synthetic man-made chemicals that are used as a substitute for chlorofluorocarbons (whose production was stopped as required by the Montreal Protocol) for automobile air conditioners and refrigerants. The two main sources of PFCs are primary aluminum production and semiconductor manufacture. SF<sub>6</sub> is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF<sub>6</sub> is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semi-conductor manufacturing, and as a tracer gas for leak detection.

Events and activities, such as the industrial revolution and the increased combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.), have heavily contributed to the increase in atmospheric levels of GHGs. An air quality analysis of GHGs is a much different analysis than the analysis of criteria pollutants for the following reasons. For criteria pollutants significance thresholds are based on daily emissions because attainment or non-attainment is based on daily exceedances of applicable ambient air quality standards. Further, several ambient air quality standards are based on relatively short-term exposure effects on human health, e.g., one-hour and eight-hour. Since the half-life of CO<sub>2</sub> in the atmosphere is approximately 100 years, for example, the effects of GHGs are longer-term, affecting global climate over a relatively long time

frame. As a result, the SCAQMD's current position is to evaluate GHG effects over a longer timeframe than a single day.

In its CEQA & Climate Change document (January 2008), the California Air Pollution Control Officers Association (CAPCOA) identifies many potential GHG significance threshold options. The CAPCOA document indicates that establishing quantitative thresholds is a balance between setting the level low enough to capture a substantial portion of future residential and non-residential development, while also setting a threshold high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions. Two potential significance thresholds were 10,000 metric tons per year and 25,000 metric tons per year.

Finally, another approach to determining significance is to estimate what percentage of the total inventory of GHG emissions are represented by emissions from a single project. If emissions are a relatively small percentage of the total inventory, it is possible that the project will have little or no effect on global climate change.

According to available information, the statewide inventory of CO<sub>2</sub> equivalent emissions is as follows: 1990 GHG emissions were estimated to equal 427 million metric tons of CO<sub>2</sub> equivalent, and 2020 GHG emissions are projected to equal 600 million metric tons of CO<sub>2</sub> equivalent, under a business as usual scenario. Interpolating an inventory for the year 2011 results in an estimated inventory of approximately 121 million metric tons of CO<sub>2</sub> equivalent. Interpolating an inventory for the year 2012 results in an estimated inventory of approximately 127 million metric tons of CO<sub>2</sub> equivalent. These amounts assume that between 1990 and 2020 there is an average increase of 5.76 million tons per year of GHG.

#### **Analysis of Project Effect and Determination of Significance:**

The proposed project involved a General Plan Amendment, Change of Zone and Height Overlay with 65-foot height maximum. The revised project involves construction of a hotel facility with an overall reduction in the building footprint, and would result in similar demolition, site preparation, construction, and project operation activities to those identified in the previously analyzed project description. Additionally, the revised project would result in a reduction of hotel rooms from 150 to 116, thereby resulting in a lower trip generation and reduced operational air quality emissions. As a result, construction-related and project-level long-term operational air quality impacts would be similar to those identified for the original project description.

A Greenhouse Gas Emissions analysis for the revised project was completed using CalEEMod 2016.3.2., it concluded that impacts for the project are below the South Coast Air Quality Management District's thresholds of significance. The revised project involves a decrease in the square footage of the building, thus the project revisions are not anticipated to result in an increase in vehicle trips or increased operational emissions.

Impacts VII.a) For purposes of this Initial Study, it will be assumed that the proposed project will not result in potentially significant impacts and will not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. As seen in Table VII-1, Greenhouse Gas Emissions Inventory, the total annualized direct, and indirect operational emissions would be below the SCAQMD and CAPCOA recommended threshold.

**Table VII-1  
Greenhouse Gas Emissions Inventory**

Category	Greenhouse Gas Emissions (Metric Tons/Year)					
	Bio-CO2	NonBio-CO2	CO2	CH4	N2O	CO2e
Area Sources <sup>2</sup>	0.00	5.7600e003	5.7600e003	2.0000e005	0.00	6.1400e-003
Energy Usage <sup>3</sup>	0.00	332.97	332.97	0.01	4.0900e003	334.46
Mobile Sources <sup>4</sup>	0.00	980.79	980.79	0.05	0.00	982.12
Waste <sup>5</sup>	12.89	0.00	12.89	0.76	0.00	31.93
Water <sup>6</sup>	0.93	13.36	14.29	0.09	2.3800e003	17.42
<b>Total Emissions</b>	<b>13.82</b>	<b>1,327.14</b>	<b>1,340.96</b>	<b>0.92</b>	<b>6.4700e003</b>	<b>1,365.95</b>
<b>SCAQMD and GHG Reduction Plan Screening Threshold</b>						<b>3,000</b>
<b>Exceeds Threshold?</b>						<b>No</b>

Notes:

- 1 Source: CalEEMod Version 2016.3.2. Year 2020 emissions (opening year).
- 2 Area sources consist of GHG emissions from consumer products, architectural coatings, and landscape equipment.
- 3 Energy usage consists of GHG emissions from electricity and natural gas usage.
- 4 Mobile sources consist of GHG emissions from vehicles.
- 5 Solid waste includes the CO2 and CH4 emissions created from the solid waste placed in landfills.
- 6 Water includes GHG emissions from electricity used for transport of water and processing of wastewater.

Greenhouse gas emissions would also be reduced as the hotel facility would be constructed to maximize energy efficiency and sustainability. Therefore, impacts related to greenhouse gas emissions under the revised project would continue to be less than significant.

Impacts VII.b): The proposed project will not conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

Mitigation Measures: No mitigation measures are required at this point in time.

<b>VIII. HAZARDS AND HAZARDOUS MATERIALS --</b> Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	●

**Analysis of Project Effect and Determination of Significance:**

The proposed project involves a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The proposed 116-room hotel project will involve the redevelopment of the project site with commercial uses. Implementation of and compliance with various City design standards and applicable ordinances will reduce the impacts to hazards and hazardous materials to a less-than-significant level and no additional mitigation measures were proposed.

Impact VIII.a): The proposed project is not expected to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. This is because the proposed project would not involve the routine transport, use, or disposal of hazardous materials as defined by the Hazardous Materials Transportation Uniform Safety Act. During construction, the proposed project would include the transport of general construction materials (i.e., concrete, wood, metal, fuel, etc.). Project-related infrastructure would not emit hazardous materials, or be constructed of acutely hazardous materials or substances, that could adversely impact the public or on-site workers. Wastes to be generated during construction of the proposed project would also be non-hazardous, and would consist of cardboard, wood pallets, copper wire, scrap steel, and common trash. Although field equipment used during construction activities could contain various hazardous materials (i.e., hydraulic oil, diesel fuel, grease, lubricants, solvents, adhesives, paints, etc.), these materials are not considered to be acutely hazardous and would be used in accordance with the manufacturers specifications and all applicable regulations. In addition, hazardous fuels and lubricants used on field equipment would be subject to a Construction Waste Management Plan and, if required, a Spill Prevention, Containment and Countermeasure Plan. Impacts resulting from the transport, use or disposal of hazardous materials during construction of the proposed project would be less than significant.

The proposed project would be subject to all local, state, and federal laws pertaining to the use of hazardous materials on-site and would be subject to review by the Orange County Health Care Agency, Environmental Health Division. Through the review process, the project would be required to submit a complete list of all

materials used on-site, how the materials would be transported, and in what form they would be used to maintain safety and prevent possible environmental contamination or worker exposure. During construction of the proposed project, Material Safety Data Sheets (MSDS) for all applicable materials present at the site would be made readily available to on-site personnel. During construction of the facilities, non-hazardous construction debris would be generated and disposed of in approved facilities. During construction of the facility, sanitary waste would be managed using portable toilets located at reasonably accessible on-site locations. Therefore, project construction would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Impact VIII.b): Construction and operation of the proposed project may include the accidental release of storage materials, such as cleaning fluids and petroleum products including lubricants, fuels, and solvents. Electrical transformer equipment that would be installed as part of the proposed project may include various hazardous substances, including polychlorinated biphenyls. The toxicity and potential release of these materials would depend on the quantity, type of storage container, safety protocols used on the site, location and/or proximity to schools and residences, frequency and duration of spills or storage leaks, and the reactivity of hazardous substances with other materials. The proposed project would be subject to all local, state, and federal laws pertaining to the use of hazardous materials onsite and would be subject to review by the Orange County Health Care Agency, Environmental Health Division. Through the review process, the project proponent would be required to submit a complete list of all materials used on-site, how the materials would be transported, and in what form they would be used. This would be recorded to maintain safety and prevent possible environmental contamination or worker exposure. This would include submission of MSDS for all applicable materials present at the site, and the MSDS would be made readily available to on-site personnel. It is anticipated that adherence to regulations and standard protocols during the storage, transportation, and usage of any hazardous materials would avoid significant impacts. Thus the project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Impact VIII.c): There are no existing or proposed schools located within one-quarter mile of the project site. The project will not emit hazardous materials or involve handling hazardous or acutely hazardous materials, substances or waste within one-quarter miles of an existing or proposed school. No significant impacts are anticipated.

Impact VIII.d): The proposed project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would not create a significant hazard to the public or the environment.

Impact VIII.e-f): The proposed project, including the 65-foot Height Overlay, is not located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, and thus would not result in a safety hazard for people residing or working in the project area. The proposed project is not within the vicinity of a private airstrip, and thus the project would not result in a safety hazard for people residing or working in the project area.

Impact VIII.g): The proposed project will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

Impact VIII.h): As noted above, the project site is located in a heavily urbanized, fully developed area of the City with little natural open space in the vicinity. The proposed project is not located in an area that is considered to be subject to wildland fire hazards and thus would not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

Mitigation Measures: No mitigation measures are required.

<b>IX. HYDROLOGY AND WATER QUALITY -- Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

Impact IX.a): Project construction activities have the potential to result in erosion, sedimentation, and the discharge of construction debris. It is anticipated that appropriate BMPs and compliance with applicable regulations, including the NPDES CGP, would reduce potential water quality impacts to a less than significant level. Soil stabilization measures would be used to prevent soil erosion caused by storm water runoff. The proposed project contractor(s) would apply for coverage under the state's General Construction Permit for stormwater discharges from construction activities and would prepare a SWPPP that would include implementation of BMP erosion-control measures to control stormwater runoff. Site-specific BMPs would be designed by the contractor in compliance with regulations and permit conditions.

A. Development must recognize potential permits that may be required and identify specific activities that may trigger those permitting actions.

1. National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit, Water Quality Order.
2. Individual projects may require a NPDES General Industrial Storm Water Permit.

Appropriate design features and improvements will address any potential impacts. The proposed project will not violate any water quality standards or waste discharge requirements.

Impact IX.b): The existing commercial/industrial businesses within the project site are served by local water agencies and do not affect groundwater supplies or groundwater recharge efforts. The proposed project will not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted).

Impact IX.c): The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The revised project includes on-site drainage facilities that will accommodate the development of the project site. The proposed project will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site.

Impact IX.d): The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The Development Plan Review and Use Permit applications fully addresses drainage, surface runoff and potential flooding impacts and proposes improvements to mitigate all impacts as appropriate. The proposed project will not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site.

Impact IX.e): The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The development applications for Development Plan Review and the Use Permit identify grading, drainage, stormwater pollution prevention measures and flood control design features that are in compliance with master drainage plans and stay within existing and planned stormwater system capacities, including the existing storm water facility adjacent to the eastern boundary of the project site. The proposed project will not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

Impact IX.f): The proposed project will not otherwise substantially degrade water quality.

Impact IX.g): The proposed project will not place housing within a 100-year flood hazard area as mapped on

a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

Impact IX.h): The proposed project will not place within a 100-year flood hazard area structures which would impede or redirect flood flows.

Impact IX.i): The proposed project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

Impact IX.j): The proposed project will not cause inundation by seiche or mudflow.

Mitigation Measures: No mitigation measures are required.

X. LAND USE AND PLANNING - Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Applicable General Plan Goals and Policies:**

**General Plan Land Use Element Consistency Assessment**

Goal 1: A suburban community atmosphere should be maintained as the City experiences future growth.		
Policy No.	Land Use Element Policy	Consistency Assessment
1-1	Large, vacant or underutilized parcels should be comprehensively planned for development to minimize effects on the City's suburban atmosphere.	The project site is located in a highly urbanized and fully developed area of the City, surrounded by existing commercial and industrial land uses. The project will not affect the City's suburban atmosphere.
1-4	Minimize traffic generated during peak hours by future developments to ensure that existing traffic level of service is not decreased.	A Traffic Impact Analysis (TIA) was prepared in June 2017 and updated in October 2018 and is fully discussed in Section XVI of this Initial Study. Site specific development applications demonstrate consistency with the TIA and address traffic impacts as well as propose appropriate mitigation measures.
Goal 2: Provide and maintain an adequate level of service for all community public services and facilities.		

2-1	The distribution of land uses within the general plan shall be such as to achieve an economical community which will not require added public expenditures per household, per commercial establishment, or per employee to finance new development or to update existing development.	The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. Site specific development applications for DPR 2018-06 and UP 2018-06 fully identify necessary improvements to be borne by the developer.
2-2	Increase the tax base of the City through land use planning while maintaining the City's suburban atmosphere.	It is anticipated that the redevelopment of the project site will increase the tax base for the City.
2-3	Develop commercial centers to provide employment and a strong fiscal base for the City.	The Development Plan Review and Use Permit applications will result in employment and a strong fiscal base to the City.
2-4	Work closely with developers and other interested parties to develop means by which needed capital facilities can be provided on a long-term basis at little or no capital costs to the City. This could include the use of special assessment districts, developer reimbursement techniques, private-public joint ventures, tax increment financing.	The project site is fully developed with necessary improvements and facilities installed in S. Placentia Avenue. Site specific development applications for DPR 2018-06 and UP 2018-06 identify necessary capital facilities and address financial mechanisms available to fund the improvements.
2-5	Ensure new developments provide adequate improvements, dedications, and fees to the City to fully cover the project's demand costs on City services.	New development for DPR 2018-06 and UP 2018-06 within the project site is subject to all applicable fees, dedications and improvements.
Goal 3: Promote future development which is compatible with existing and future surrounding land uses		
3-1	Orient land uses that create employment opportunities toward major and primary arterial streets so that activities associated with these uses will have a minimal effect upon adjacent residential neighborhoods.	Placentia Avenue is a primary north/south oriented street.
3-2	Plan for phasing which provides incremental development that is coordinated with the existing adjacent development, infrastructure and market opportunities.	The individual parcels are being developed independently. The City will ensure that infrastructure improvements, as necessary, will be coordinated between parcels and property owners.
3-3	Ensure new development provides an appropriate buffer to adjacent existing uses of less intensity.	Specific-use development applications such as for DPR 2018-06 and UP 2018-06 identify buffering issues, address impacts as well as propose appropriate mitigation measures.
3-5	Ensure new developments provide sufficient noise barriers to adjacent existing use of less intensity.	Site specific development applications such as for DPR 2018-06 and UP 2018-06 identify and address noise generation and noise attenuation measures to be approved by the City.
3-6	Limit noise sensitive land uses within noise impacted areas.	Site specific development applications such as for DPR 2018-06 and UP 2018-06 identify and address noise generation and propose appropriate mitigation measures.

3-7	Promote exterior signage and lighting to be subdued in character and non-intrusive upon neighboring uses.	Specific-use development applications such as for DPR 2018-06 and UP 2018-06 propose site specific signage and lighting plans that will comply with City requirements.
3-8	Repeat or complement in new developments, a strong design theme that has been established in a particular neighborhood.	Site specific development applications such as for DPR 2018-06 and UP 2018-06 include an architectural design package that will comply with City requirements.
3-9	Protect the privacy of adjacent uses with building mass that reflects lot size.	Specific-use development applications for DPR 2018-06 and UP 2018-06 include site plans, building elevations and information that addresses privacy issues.
<b>Goal 4: Promote the development of activity centers to be conveniently located for residents within the City.</b>		
4-1	Encourage neighborhood shopping centers that are conveniently accessible to neighborhoods.	The proposed project will promote the development of retail commercial uses, including neighborhood shopping establishments.
4-2	Promote the redevelopment and revitalization of older commercial areas to serve the needs of the community as a whole, as well as adjacent residential neighborhoods.	The DPR 2018-06 and UP 2018-06 applications will allow the redevelopment and revitalization of the existing industrial area to commercial land uses.

**Analysis of Project Effect and Determination of Significance:**

Impact X.a): The proposed project will not physically divide an established community.

Impact X.b): The original project amended the existing land use designation of the Land Use Element of the General Plan to Commercial. It also changed the existing zoning district to Community Commercial (C-2) and created a Height Overlay District with a maximum height of 65 feet over the eight subject parcels. The proposed project with the hotel facility is consistent with the Commercial General Plan land use designation and the Community Commercial zoning. The new hotel is projected to have a maximum height of 58 feet, 10 inches that is lower than the maximum height allowed by the Height Overlay District. The land use designation was not adopted for the purpose of avoiding or mitigating and environmental effect. The same finding applies to the existing zoning district. The impacts of the proposed project are less than significant.

Impact X.c): The proposed project will not conflict with any applicable habitat conservation plan or natural community conservation plan.

Mitigation Measures: No mitigation measures are proposed.

<b>XI. MINERAL RESOURCES -- Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

Impact XI.a): The original project involved a General Plan Amendment, Zone Change and Height Overlay with a 65-foot height maximum. The project site is in an urbanized area of the City and is fully developed. No known mineral resources exist on the project site. The proposed project will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

Impact XI.b): The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot maximum. The project site is in an urbanized area of the City and is fully developed. No known mineral resources exist on the project site. The proposed project will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

Mitigation Measures: No mitigation measures are required.

XII. NOISE -- Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

Impact XII.a): The proposed project will not expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Impact XII.b): The proposed project will not expose persons to or generate excessive ground borne vibration or ground borne noise levels.

Impact XII.c): The proposed project will not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

Impact XII.d): The proposed project will not result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Impact XII.e): The proposed project is not located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, and thus would not expose people residing or working in the project area to excessive noise levels.

Impact XII.f): The proposed project is not located within the vicinity of a private airstrip, and thus would not expose people residing or working in the project area to excessive noise levels.

Mitigation Measures: No mitigation measures are proposed.

<b>XIII. POPULATION AND HOUSING --</b> Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

Impact XIII.a): The proposed project will not induce substantial population growth in an area beyond that which has already been planned for, either directly or indirectly.

Impact XIII.b): The proposed project will not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

Impact XIII.c): The proposed project will not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

Mitigation Measures: No mitigation measures are required.

<b>XIV. PUBLIC SERVICES</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The original project involved a General Plan Amendment, Zone Change and Height Overlay District with a 65-foot height maximum. The change from commercial/industrial land uses to commercial land uses did not result in significant increases to the public services being provided. The proposed revisions to the project will result in fewer rooms down from 150 to 116 and a smaller total square footage of the facility.

Impacts XIV.a): The payment of applicable development impact fees, the implementation of fire suppression measures in compliance with City Fire codes, and proximity to existing Fire Station #35 (located at 120 South Bradford Avenue, less than 0.75 mile from the project site) will ensure that impacts to fire safety service will be less than significant.

Impact XIV.b): The payment of applicable development impacts fees, implementation of safety, lighting and defensible space measures as well as proximity to the Police Station (located at Civic Center less than 1.5 miles from the project site, will ensure that impacts to police protection services will be less than significant.

Impacts XIV.c): No residential uses are permitted under the proposed land use designation and zoning, therefore, no students will be generated by the project. No significant impacts are anticipated.

Impacts XIVd): While future employees and visitors may utilize existing nearby parks and recreational facilities, no significant impacts are anticipated.

Impact XIV.e): Payment of applicable development impact fees as well as the provision and/or extension of public facilities to the project site will ensure that no significant impacts will result from the project.

Mitigation Measures: No mitigation measures are required.

<b>XV. RECREATION</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The original project involved a General Plan Amendment, Change of Zone and Height Overlay District with a 65-foot height maximum. The proposed project will result in the redevelopment of the project site with commercial land uses. The existing uses include commercial and commercial/industrial land uses. The change will not result in a significant increase in demand for and use of recreational facilities.

Impact XV.a): The proposed project will not result in an increase in population and thus will not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

Impact XV.b): The proposed project does not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.

Mitigation Measures: No mitigation measures are required.

<b>XVI. TRANSPORTATION/TRAFFIC -- Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Sources: A Traffic Impact Analysis (TIA) was prepared in June 2017 by DKS Associates and updated in October 2018 by K2 Traffic Engineering, Inc. regarding impacts to traffic and circulation.

**Analysis of Project Effect and Determination of Significance:**

The original project involved a General Plan Amendment, Change of Zone and Height Overlay with a 65-foot height maximum. The proposed project for DPR 2018-06 and UP 2018-06 will induce the redevelopment of the project site with a commercial land use, a hotel facility on 2.27 acres of the site.

The City’s General Plan Update, currently in process, proposes a Metrolink train station be constructed at the intersection of Melrose Avenue and Crowther Avenue, just east of the project site. In support of the future Metrolink station and consistent with Transit-Oriented Policies, the Land Use Element envisions an intensification of commercial and mixed-use/commercial in the immediate area of the project area. The Traffic Study prepared for the Transit Oriented Development (TOD) – Mitigated Negative Declaration (MND) (GPA 2017-01 & ZC 2017-01 to “Establish the Packing House District TOD Project” (dated January 19, 2017) analyzed the LOS of 15 intersections under six scenarios for both morning and afternoon peak hours. The study is hereby incorporated by reference, as it included the intersection of Placentia Avenue/Crowther Avenue (PM) in its analysis. This TIA, for the Packing House TOD MND, found that the intersection of Placentia/Crowther Avenue will be required to upgrade the left turn signal phasing for all movements from permissive left turns to protected/permissive left turn phasing.

A Traffic Impact Analysis (TIA) was prepared by DKS Associates (prepared on May 19, 2017 and incorporated herein by reference) under the direction of the City of Placentia to assess the traffic impacts of the proposed project. The zoning change was projected to generate approximately 3,261, net new trip-ends per day, with 21 (-41 inbound, 20 outbound) less trips during the AM peak hour and 135 (96 inbound, 39 outbound) net new trips during the PM peak hour. The TIA concluded that the change in traffic generation between commercial/industrial land uses and commercial land uses may have an impact at the intersection of Placentia and Crowther, unless mitigated further. Secondly, the project-generated trips would only cause an impact at the intersection of Placentia Avenue and Crowther Avenue at the time frame identified for the City of Placentia General Plan Buildout, which is the year 2035. Thirdly, the possible impacts are only related to the PM peak hour trips, as referenced in Section 5 (page 30 of 82) of the 2017 TIA referenced herein. However, since the proposed project will likely occur prior to the General Plan Buildout scenario, in 2035, it is recognized that Mitigation Measure (MM) CIR-1 will need to be implemented prior to General Plan Buildout in 2035. It is also understood that the project will be implemented with a number of independent commercial business establishments.

In that the timing of entitlement and development of each of the future commercial business establishments is not known, the City shall set forth the following process for all future projects within the project boundary:

- Upon submittal of specific development applications to the City for each commercial establishment within the project site, an updated traffic assessment will be prepared which will demonstrate consistency with the current analysis, include existing traffic generated from within the project and determine what the resulting LOS will be at the affected intersections;
- Each implementing project will be conditioned and required to pay a fair-share fee to the City for the cost of the future improvements as specified in CIR-1. Said fees shall be paid prior to the issuance of building permits, retained by the City and released when the improvements of CIR-1 are undertaken;
- The City shall establish a fair-share fee based on the percentage of trips contributed to the intersection of Crowther Avenue and Placentia Avenue. The fair-share fee shall include the percentage of trips contributed to the subject intersection and participation in mitigation from the developments within the Packing House District Transit-Oriented Development Project as referenced herein;
- When the updated traffic analysis for each implementing project indicates that the LOS at the Crowther/Placentia intersection will reach an unacceptable level, the improvements to the intersection as identified in CIR-1 will be required, with completion of said improvements prior to the issuance of certificates of use and occupancy. Said improvements will be the responsibility of the developer whose project triggers the need for the improvements, as identified in the updated traffic analysis;
- Each implementing project of both the project as well as the Packing House District Transit-Oriented Development Project will continue to pay the fair-share fee to the City for reimbursement of costs for completed improvements.

The revised implementing project under DPR 2018-06 and UP 2018-06 for the hotel facility complies with the standards listed above. An updated TIA was prepared in October 2018 by K2 Traffic Engineering, Inc. to verify the finding of the DKS Associates TIA regarding impacts to traffic and circulation. The revised project proposes a new median opening and southbound left-turn lane on S. Placentia Avenue to allow direct ingress of southbound traffic. Egress at the project driveway will be restricted to allow right turns only. The following improvements are recommended for the project:

1. Install a STOP sign (R1-1) and "Right Turn Only" Sign (R3-5R) at the driveway egress facing outbound traffic.
2. Install a "No Left/U Turn" sign (R3-18) on the median of Placentia Avenue at facing outbound traffic.
3. Corner sight distance for the driveway should be maintained free of visual obstruction to ensure turning safety.

As such, MM CIR-1 remains in effect to reduce the potential impacts to a less than significant level.

Impact XVI.a): A Traffic Impact Analysis (TIA) was prepared in June, 2017 by DKS Associates under the direction of the City of Placentia to assess the traffic impacts of the original project. The TIA concluded that the change in traffic generation between commercial/industrial land uses and commercial land uses would have a significant impact at the intersection of Placentia and Crowther and mitigation measure CIR-1 was proposed to reduce the impact to less than significant. According to the K2 TIA, the 116-room hotel development is expected to generate 21 inbound and 19 outbound trips in the AM peak hour, 20 inbound and 22 outbound trips in the PM peak hour, and 517 daily trips. With implementation of mitigation measure CIR-1, the proposed project as revised will not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian

and bicycle paths, and mass transit.

Impact XVI.b): The DKS TIA prepared for the project, as discussed above, indicates that the project will contribute to adverse impacts to level of service (LOS) in the immediate area. The DKS TIA recommended Mitigation Measure CIR-1, below, that will reduce said impacts to a less-than-significant level. The updated K2 TIA verified the finding of the DKS Associates TIA regarding impacts to traffic and circulation. With the implementation of Mitigation Measure CIR-1, the proposed project will not conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

Impact XVI.c): The proposed project site is not associated with nor impacts any local or regional airport facilities and will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

Impact XVI.d): Mitigation Measure CIR-1, identified below and discussed above, requires improvements for left turn movements at the intersection of Crowther Avenue and Placentia Avenue. Design plans for said improvements will be reviewed and approved by the City of Placentia, consistent with City standards. Therefore, the proposed project will not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

Impact XVI.e): The improvements associated with Mitigation Measure CIR-1 will ensure that traffic flow operates at acceptable service levels and thus will not result in inadequate emergency access.

Impact XVI.f): The improvements associated with Mitigation Measure CIR-1 will ensure that traffic flow operates at acceptable service levels and thus the proposed project will not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

Mitigation Measures: CIR-1 At the intersection of Placentia and Crowther, upgrade existing left turn phasing from permitted left-turns to protected/permitted left-turns for the northbound, southbound and eastbound approaches.

Mitigation Monitoring: CIR-1. The City of Placentia Development Services Department will condition the implementing project to prepare and submit both street improvement and traffic signal plans, associated with MM CIR-1. The Development Services Department – City Traffic Engineer and Public Works will review and approve such plans. The traffic upgrades, namely, upgrading of the existing left turn phasing and left turn lanes, will be completed prior to the issuance of certificate of use and occupancy.

<p><b>XVII. TRIBAL CULTURAL RESOURCES --</b> Would the project:</p> <p>Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>	<p><b>Potentially Significant Impact</b></p>	<p><b>Less Than Significant with Mitigation Incorporated</b></p>	<p><b>Less Than Significant Impact</b></p>	<p><b>No Impact</b></p>
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a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

Impact XVII.a) and b): A letter dated July 12, 2017 was received by the City from the Gabrieleno Band of Mission Indians – Kizh Nation. A tribal representative and City consultant discussed the details of the project more fully on August 1, 2017. It became clear to the tribe that no physical development was being proposed with the GPA and ZC applications. The tribal representative was comfortable with the understanding that future development applications may well trigger the need to comply with AB 52 consultation requirements and that the Gabrieleno tribe will be fully involved at that time, as determined appropriate.

<b>XVIII. UTILITIES AND SERVICE SYSTEMS --</b> Would the project:	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Analysis of Project Effect and Determination of Significance:**

The original project involved a General Plan Amendment, Zone Change and establishment of a Height Overlay District with a 65-foot height maximum. The proposed project revisions will induce the redevelopment of the project site with commercial land uses on the 2.27 acres. The change in demand and use of utilities and service systems between commercial/industrial land uses and commercial land uses is negligible and it is anticipated that the impacts would be less than significant.

Impact XVII.a): Implementing projects such as DPR 2018-06 and UP 2018-06 identify precise wastewater quantities that will be generated, demonstrate compliance with wastewater treatment requirements, including the payment of all applicable development impact and/or connection fees. Therefore, it is anticipated that the proposed project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

Impact XVII.b): The proposed project will not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Impact XVII.c): The proposed project will not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Impact XVII.d): The proposed project will have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed.

Impact XVII.e): The development anticipated by this proposed project has addresses the amount of wastewater generated as well as the treatment facilities required, resulting in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.

Impact XVII.f): Presently, the City of Placentia, including the project site, is serviced by Republic Services/Placentia Disposal. The Olinda Alpha Landfill in Brea, the facility that accepts solid waste from the City of Placentia, estimates that the landfill has sufficient capacity through the year 2030. Therefore, the Olinda Landfill will serve the proposed project with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

Impact XVII.g): Solid waste collection and disposal services will be provided by Republic Services/Placentia Disposal. The proposed project will comply with federal, state, and local statutes and regulations related to solid waste.

Mitigation Measures: No mitigation measures are proposed.

<b>XVIV. MANDATORY FINDINGS OF SIGNIFICANCE</b>	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="checkbox"/>

Findings of Fact:

- a) The proposed project will not degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
- b) The proposed project will facilitate the redevelopment of the project site from the existing industrial land uses to commercial uses. As such, it is anticipated that the change from existing impacts on traffic, vehicle mile traveled, air quality and greenhouse gas emissions will be negligible. Thus, it is anticipated that the cumulative effects of the proposed project will be less than significant.
- c) The proposed project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

**XVIII. EARLIER ANALYSES**

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration as per California Code of Regulations, Section 15063 (c) (3) (D).

Mitigated Negative Declaration 2017-03 for Placentia Avenue/Crowther Avenue GPA 2017-03; ZC 2017-03; and ZCA 2017-04

**XIX. REFERENCES**

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## Appendices