City of Laguna Hills
City Council / Planning Agency

Special Meeting Agenda
Tuesday, July 14, 2026 - 4:00 PM

City Council Chamber
24035 El Toro Road
Laguna Hills, CA 92653

Don Caskey
Mayor

Jared Mathis
Mayor Pro Tempore

Erica Pezold
Council Member

Joshua Sweeney
Council Member

Dave Wheeler
Council Member

In Person Public Comments: Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber and submit the form to the City Clerk. The Request to Speak form assists the Mayor in ensuring that all persons wishing to address the City Council are recognized and ensures accurate identification of meeting participants in the City Council/Planning Agency Minutes. Completion of the form is voluntary. It is City policy to limit public testimony to up to three minutes per person, as determined by the Mayor, for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

Submission of Electronic Public Comments: Those wishing to make electronic public comments may submit their comments by email to the City Clerk no later than 2 hours prior to the meeting on July 14, 2026. In the subject line of the email, please state your name and the item number you are commenting on. Any public comment received that does not specify a particular agenda item number will be announced during the general public comment portion of the agenda. All comments received by the deadline on the date of the meeting will be provided to the City Council and will be provided for public inspection at the meeting. During the applicable agenda item, the City Clerk will announce the name of the sender and subject matter of all electronic comments received by the deadline on July 14, 2026. Email comments will NOT be read by the City Clerk during the meeting. Electronic public comments may only be submitted via email and comments via text and social media (Facebook, X (formerly Twitter), etc.) will not be accepted.

Online Public Comments: Any person wishing to address the City Council/Planning

Agency on any matter, whether or not it appears on this Agenda, can do so via two-way telephonic service by calling the number below and entering the meeting ID and passcode. When participating via two-way telephonic service, follow the instructions below to indicate you wish to speak during the meeting. You will be asked to raise your hands via *9. When recognized by the City Clerk using the last four (4) digits of your phone number, unmute your microphone by pressing *6 (Staff will grant permission) and provide comments. At the conclusion of your time, your ability to unmute will be removed by the Host. Remote participants must be present when called and are responsible for ensuring that they are connected and able to hear the meeting.

Two-way Telephonic Service Information:

Telephone Number: 669-444-9171 or 253-215-8782

Meeting ID: 858 5938 2799
Passcode: 92653

Please be mindful that the meeting will be recorded and all rules of decorum apply for in-person and virtual attendees.

For questions or assistance, please contact the City Clerk's Office at (949) 707-2635 or via email.

Call to Order

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

Roll Call of City Council Members

Invocation: Council Member Wheeler

Pledge of Allegiance: Mayor Caskey

1. Joint City Council/Planning Agency Meeting

1.1 Roll Call of City Council/Planning Agency Members

1.2 Joint City Council/Planning Agency Public Hearings

1.2.1 The Village at Laguna Hills – A Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Village at Laguna Hills Project to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155

and 24300 Laguna Hills Mall, Including an Amendment to Urban Village Specific Plan; Approval of Site Development Permit; Conditional Use Permits; Master Sign Program; Parking Use Permit; Amended Vesting Tentative Tract Map No. 19123 for Residential, Condominium, and Commercial/Retail Purposes to subdivide 10 existing lots into 27 lots; and Amended and Restated Development Agreement No. USE-0239-2025.

Recommendation: That the Planning Agency and City Council:

1. Receive a presentation from Ad Hoc Committee and Staff regarding The Village at Laguna Hills – A Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Village at Laguna Hills Project to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Including an Amendment to Urban Village Specific Plan; Approval of Site Development Permit; Conditional Use Permits; Master Sign Program; Parking Use Permit; Amended Vesting Tentative Tract Map No. 19123 for Residential, Condominium, and Commercial/Retail Purposes to subdivide 10 existing lots into 27 lots; and Amended and Restated Development Agreement No. USE-0239-2025 and
2. Conduct a Joint Study Session and Public Hearing of the Planning Agency and City Council.

1.3 Joint City Council/Planning Agency Meeting Adjournment

CERTIFICATION

I, JOSHUA STEVENSON, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and Knotty Pine Park by July 10, 2026, at 5:00p.m.



Joshua Stevenson, City Clerk

It is the intention of the City of Laguna Hills to comply with the Americans with Disabilities Act in all respects. If as an attendee or a participant at this meeting you will need special assistance beyond what is normally provided, the City of Laguna Hills will attempt to accommodate you in every reasonable manner. Please contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours. In addition, such writings or documents will be made available for public review on the Agenda and Minutes public portal website and at the respective public meeting.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.

City of Laguna Hills
City Council / Planning Agency
Staff Report

Date: July 14, 2026

To: City Council and Planning Agency

From: Gena Guisar, Contract Planner
Leila Carver, Contract Planner
Jennifer Lowe, Community Development Director

Issue: The Village at Laguna Hills – A Request by MGP Fund X Laguna Hills, LLC to Modify the Previously Approved Village at Laguna Hills Project to Redevelop the Former Laguna Hills Mall Site Located at 24001 Avenida de la Carlota #B; 23451 Calle de la Louisa; 24162 Ronda del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Including an Amendment to Urban Village Specific Plan; Approval of Site Development Permit; Conditional Use Permits; Master Sign Program; Parking Use Permit; Amended Vesting Tentative Tract Map No. 19123 for Residential, Condominium, and Commercial/Retail Purposes to subdivide 10 existing lots into 27 lots; and Amended and Restated Development Agreement No. USE-0239-2025.

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2. Conduct a Joint Study Session and Public Hearing of the Planning Agency and City Council.

Background:

The Laguna Hills Mall was an approximately 869,000-square-foot indoor mall that originally opened in 1973. After 50 years of operation and amid the decline of traditional

regional malls, the site became a 68-acre redevelopment opportunity ("Project Site" and "Subject Property"). In 2002, the City responded to changing market conditions by adopting the Urban Village Specific Plan ("UVSP") to facilitate the transformation of the mall into a village-style downtown district. MGP FUND X LAGUNA HILLS, LLC ("Applicant" and "Property Owner") acquired the mall in 2013. In 2016, the Planning Agency and City Council approved SDPA-2-15-3114, which included a Site Development Permit, Master Sign program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan to redevelop the mall into a mixed-use urban village center branded as the "Five Lagunas." The Five Lagunas included 988 high-density residential units; health club; cinema; 616,013 square feet of retail; 115,354 square feet of restaurants; and a 9,628 square-foot Village Green.

In 2019, the Property Owners requested to modify the entitlements for the Subject Property to reflect then-market conditions. In 2022, the Planning Agency and City Council approved USE-0010-2019, The Village at Laguna Hills ("VLH"), a mixed-use development that included 1,500 multifamily residential units; approximately 250,000 square feet of retail space for retail, restaurant, cinema, and health club uses; a 150-room, five-story hotel with ground-floor retail; approximately 465,000 square feet of office space; parking for more than 5,000 vehicles in structures and surface lots; a 2.6-acre privately owned central park; more than 11 acres of landscaping; and nearly 6.5 miles of sidewalks and pedestrian paths throughout the Project Site.

The 2022 project approvals included a Precise Plan; Site Development Permit; Conditional Use Permit for the operation of a health club and a hotel, and an application for shared parking; Vesting Tentative Tract Map; and a Development Agreement (collectively, "2022 VLH Project"), which the City evaluated for purposes of the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq., "CEQA") in the Fifth Addendum to the City of Laguna Hills 2009 Program Environmental Impact Report.

The Project Site is bounded by two major arterial highways (El Toro Road to the north and Interstate 5 [I-5] and Avenida de la Carlota to the east), a private street (Calle de la Louisa to the west), and the Oakbrook Village mixed use center to the south. The land uses surrounding the Project Site are described below in Table 1. The Project Site and immediately surrounding land uses are all entirely located within the UVSP.

Table 1: Surrounding Land Uses

Surrounding Land Uses	
North	Laguna Hills Civic Center, Laguna Hills Lodge, and commercial retail uses across El Toro Road.
East	Commercial retail and residential across Avenida de la Carlota and I-5 (uses across the freeway are located in the City of Lake Forest).
South	Oakbrook Village shopping center and residential, Villa Valencia Health Center, and the Laguna Hills Transportation Center.
West	MemorialCare Saddleback Medical Center, multiple medical offices, financial institutions and Post Office.

Figure 1: Project Location



Authority:

In accordance with Section 1.49 of the Development Agreement approved for the 2022 VLH Project, a Major Project Modification means any Discretionary Approval or Discretionary Permit requested by Owner that is approved, granted, or issued after the Development Agreement Date, which would result in the authorization for any of the following:

i) the Development of more than five (5) Residential Buildings and/or more than 1,500 residential units on the Property;

ii) the Development of fewer than four (4) Residential Buildings on the Property;

iii) the Development of fewer than 200 Affordable Units on the Property;

iv) the Development of fewer than one hundred (100) hotel rooms on the Property;

v) the Development of less than 210,000 square feet of space within Retail Buildings on the Property;

vi) the Development of more than four (4) Office Buildings and/or 465,000 square feet of space within Office Buildings on the Property;

vii) the Development of a Village Park that is less than two (2) acres in size; and/or

viii) the construction or relocation of any Residential Building, Retail Building, Office Building, or Parking Structure to a location on the Property different from that authorized by the Existing Development Approvals provided, however, that a minor change to the orientation, location, and/or building footprint of such a structure within the boundaries of the same legal lot shall not be deemed to be a Major Project Modification.

The proposed Project includes more than five (5) residential buildings and less than 210,000 square feet of retail. As a result, the proposed modification constitutes a Major Project Modification under the existing Development Agreement and subject to City Council approval. Section 12.3 of the 2022 Development Agreement states that while the Development Agreement is in effect, City shall have absolute discretion whether to approve, conditionally approve, or deny any Major Project Modification requested by Property Owner.

The Laguna Hills Municipal Code ("LHMC") Section 9-92.030 states that following discretionary approvals for the modification to the 2022 VLH Project shall be subject to the Planning Agency approval:

1. Specific Plan Amendment ("SPA"): amend the UVSP to allow single-family detached dwelling units, modify applicable development standards
2. Site Development Permits ("SDP"): for the development and construction of retail buildings over 20,000 square feet, modified residential areas and product types, modified street network, and a new 3.1-acre park
3. Precise Plan ("PP"): to permit a mix of land uses on a single property or contiguous properties.
4. Amendment to the Vesting Tentative Tract Map ("VTTM") No. 19123: to facilitate a subdivision of 10 existing lots into 27 lots for Residential, Condominium, and Commercial Purposes.
5. Amendment to Conditional Use Permit ("CUP"): amend the previously approved CUP to change the location of Hotel #1.
6. Conditional Use Permit ("CUP"): to permit a second hotel (Hotel #2).
7. Conditional Use Permit ("CUP"): to permit temporary and seasonal activities operated and managed by the Property Owner at the Village Park
8. Master Sign Program ("MSP"): to a comprehensive signage and branding strategy for the regional retail, hospitality, and residential districts.
9. Parking Use Permit ("PUP"): to allow the joint use of parking facilities.

Accordingly, LHMC Section 9-92.030 establishes the City Council as the reviewing body for the following ordinances for the Project:

1. Amendment to the UVSP: to modify permitted uses and applicable development standards.
2. Amended and Restated Development Agreement ("DA"): to formalize the scope of

work, schedule of development, vesting of developmental rights, and payment of fees.

Proposal & Analysis:

MGP FUND X LAGUNA HILLS, LLC submitted an application on September 29, 2025, to the City of Laguna Hills ("City") requesting modifications to the Village at Laguna Hills Project, originally approved in 2022. The approximately 68-acre former Laguna Hills Mall site is situated within the boundaries of the 240-acre Urban Village Specific Plan ("UVSP"), Figure 1: Project Location.

Overview

The Project modifies the previously approved 2022 VLH Project by redesigning the Subject Property to incorporate additional land uses authorized under the UVSP, remove uses (office and movie theater) that are no longer economically feasible, diversify housing types (add townhomes and Single Family Detached housing units), addition of a second hotel and re-orient the Village Park.

The Village at Laguna Hills 2026 involves the following development activities:

1. Development of up to 140,120 square feet of new retail building area, resulting in a total of 163,215 square feet of commercial uses at full buildout. Retail uses will be located throughout the site, including free-standing building pads along the Modified Project Site boundary, internally as anchor buildings, or integrated into residential buildings as vertical mixed-use components — including a pavilion and kiosk within the Village Park and retail, services, and restaurants along The Village Drive. The total retail square footage includes the existing BJ's Brewhouse, Kings Fish House, and In-N-Out restaurants, which will be retained.
2. Development of 1,457 residential units (with the potential for up to 1,500 units as described in the Amended and Restated Development Agreement) within four multifamily residential buildings (one mixed-use retail/residential wrap building, two market-rate residential wrap buildings, and one affordable residential podium building); 18 three-story townhomes; 8 three-story split townhomes; 36 three-story duplexes; and 78 three-story single-family detached units. Development of two upscale, four-story hotels; one 120-key and one 119-key.
3. Development of a +/-3.1-acre Village Park, privately owned, operated, and maintained but open to the public, including passive and active open space and recreation uses/areas, and various hardscape (e.g., walkways, outdoor seating, performance stage and jumbo-tron screen areas) and landscape (e.g., trees, shrubs, ground cover, water features) improvements.
4. Development of vehicular access, circulation, and parking improvements, including new entry ways (signalized and non-signalized), private streets, and parking areas.
5. Subdivision of the site from 10 lots (existing) to 27 lots (proposed) to allow for the mix of uses and improvements.
6. Removal, relocation, replacement, and/or construction of new utility systems

(water, sewer, storm drain, and other public utilities) necessary to support the Modified Project.

7. Installation of Project signage, which includes wall signs, freeway pylon signs, large entryway pylon and monument signs, secondary entryway monument signs, tenant signs, banner signs, and directional signs.

The following **Error! Reference source not found.** compares the 2026 Modified Project with the 2022 VLH Project approvals, and Table 3 includes a breakdown of the proposed uses, buildings and areas of the Modified Project.

Table 2: 2022 VLH Project Approvals vs. 2026 Modified Project

Proposed Use/Project Component	2022 VLH Project Approvals	2026 Modified Project	Net Change
Commercial/Retail/ Restaurant/Cinema/Health Club	250,000 square feet	163,215 square feet	-86,785 square feet
Office	465,000 square feet	0 square feet	-465,000 square feet
Hotel	150 rooms	239 rooms	+89 rooms
Parking	5,939 parking spaces	4,013 parking spaces	−1,926 spaces

The Modified Project will result in significant public benefits to the City, community, and surrounding regional area, including the following:

- Fee payments of almost $29 million at full build-out ($8.5 million of which have already been paid) that can be used to improve City public facilities, which includes over $20 million in funding for parks and recreation facilities.
- Anticipated annual general fund fiscal surplus of over $2 million from property, sales, and TOT taxes.
- Development of a primarily vacant 68-acre former mall site into an urban village with mixed-use retail spaces, park and recreation areas, and diverse residential neighborhoods. The Project will be connected internally by well-designed streets and sidewalks that create a comfortable pedestrian environment for outdoor dining and retail, centered around a +/-3.1-acre park for formal and informal community gatherings.
- Potential to create more jobs, including temporary construction jobs and permanent employment opportunities as development of the commercial areas are completed.
- Development of over 60 percent of the housing the City is required to plan for in the 2021-2029 Housing Element.

The Village at Laguna Hills conceptual site plan is depicted in Figure 2: Conceptual Site Plan.

Figure 2: Conceptual Site Plan



Table 3: Proposed 2026 Project Summary

Proposed Use/ Project Component	No. of Buildings/Structures	Square Footage/Units
Commercial, retail, restaurant	One two-story retail core building (Anchor 1 & 2) with attached one story Shop A; two one-story shops (Shops B and C) integrated in the North residential mixed-use building; nine stand-alone pad buildings	Up to 63,000 sq. ft. in core building anchors with 11,100 Shops A Up to 9,300 sq. ft. in Mixed Use Shops B and C Up to 136,515 sq. ft. in nine pad buildings (23,095 sq. ft. existing)
Hotels	Two four-story buildings	Up to 240 keys
Residential	Four multi-story residential buildings and 143 buildings that include some combination of three-story townhomes, duplexes and single-family residential buildings, as further outlined below	Up to 1,101 total units within multi-story residential buildings Up to 356 total units within townhome, duplex, and single-family buildings

Proposed Use/ Project Component	No. of Buildings/Structures	Square Footage/Units
North Residential	Six-story building with wrapped parking garage	230 dwelling units Private recreation amenities and facilities 9,300 sq. ft. of ground-level shops (as described above) 664 parking stalls
Central Residential	Five-story building with wrapped parking garage	358 dwelling units Private recreation amenities and facilities 661 parking stalls
South Residential	Six-story building with wrapped parking garage	313 dwelling units Private recreation amenities and facilities 570 parking stalls
Affordable Residential Building	Four-story building with parking garage at ground floor	200 dwelling units Private recreation amenities and facilities 100 parking stalls
Townhomes (UA-TOWNS)	18 three-story buildings	110 dwelling units 110 standard 2-car garages
Townhomes (UA-SPLIT)	8 three-story buildings	60 dwelling units 60 mix of standard and tandem 2-car garages
Duplexes	36 three-story buildings	72 dwelling units 72 standard 2-car garages
Townhomes (MR2; Motor Court)	3 two- to three-story buildings	36 dwelling units 36 standard 2-car garages
Single-Family Detached (Paseo)	78 three-story buildings	78 dwelling units 78 standard 2-car garages
Overall Parking	Provided in residential-wrapped parking garages, a residential podium garage, private garages, surface lots, and on-street parking	4,013 parking spaces
Village Park	Features a kiosk, pavilion, and four small retail pads, serving as a transition from the commercial core areas and residential districts	+/- 3.1-acre open space includes several passive and active open space and recreation uses/areas, 1,000 sq. ft. Pavilion; 26,000 sq. ft. retail space

Proposed Use/ Project Component	No. of Buildings/Structures	Square Footage/Units
Dog Park	Fenced dog play area	0.21 acre

Site Design/Circulation

The project includes a Village Park, with buildings arranged to support a walkable and integrated urban village environment. Site connectivity is anchored by four main private roads—The Village Drive, Calle de la Magdalena, Health Center Drive, and Calle Zocalo.

Table 4, Table 5, and Table 6 compare the Project's proposed residential and non-residential components with the development standards of the UVSP.

Table 4: Multifamily Residential Consistency with UVSP Standards

UVSP Development Standards		Multifamily Residential
Min. Lot Size	10,000 sq. ft.	Min. 141,439 sq. ft.
Min. Lot Width	100 ft.	Min. 424.7 ft.
Min. Lot Depth	100 ft.	Min. 478.08 ft.
Max Lot Coverage	70%	Max. 70%
Density	30-50 DU/AC (gross)	36.41 DU/AC
Max Building Height	75 ft.	Max 74'-9" to top of parking garage elevator
Min. Setback*		
Front-Parking Lot Front-Parking Structure Front-Building	10 ft. 20 ft. 20 ft.	Min. 10' n/a n/a
Side (Interior)	10 ft. abutting residential/ 0 ft. commercial abutting non-residential	Min. 10 ft. n/a
Street Side	10 ft.	Min. 10 ft.
Rear	20 ft. abutting residential/ 10 ft. abutting non-residential	n/a Min. 10 ft.
Min. Building Separation		
Main to Main	6 ft. (SFD) 10 ft. (all other)	n/a
Main to Accessory	2.5 ft.	n/a

UVSP Development Standards		Multifamily Residential
Accessory to Accessory	2.5 ft.	n/a
Min. Open Space/Amenity Area**	10% of lot	Min. 11.4% (16,122 sq. ft.)
Min. Landscape Coverage	15%	Min. 19%
Pedestrian Plaza	3% of total floor area	n/a

Table 5 Townhome Product Consistency with UVSP Standards

UVSP Development Standards		Townhomes (including SFD)
Min. Lot Size	10,000 sq. ft.	Min. 66,167.64 sq. ft.
Min. Lot Width	100 ft.	Min. 242.71 ft.
Min. Lot Depth	100 ft.	Min. 165.5 ft.
Max Lot Coverage	70%	Max. 70%
Density	30-50 DU/AC (gross)	36.41 DU/AC
Max Building Height	75 ft.	Max. 37’-2”
Min. Setback*		
Front-Parking Lot Front-Parking Structure Front-Building	10 ft. 20 ft. 20 ft.	Min. 10’ n/a Min. 20’
Side (Interior)	10 ft. abutting residential/ 0 ft. commercial abutting non-residential	Min. 10’ n/a
Street Side	10 ft.	Min. 10 ft.
Rear	20 ft. abutting residential/ 10 ft. abutting non-residential	Min. 20 ft. n/a
Min. Building Separation		
Main to Main	6 ft. (SFD) 10 ft. (all other).	Min 6’ SFD Min. 10 ft. all other
Main to Accessory	2.5 ft.	n/a
Accessory to Accessory	2.5 ft.	n/a
Min. Open Space/Amenity Area**	10% of lot	Min. 10 %

UVSP Development Standards		Townhomes (including SFD)
Min. Landscape Coverage	15%	Min. 19%
Pedestrian Plaza	3% of total floor area	n/a

Table 6 Non-Residential Consistency with UVSP Standards

UVSP Development Standards		Retail	Hotels
Min. Lot Size	10,000 sq. ft.	Min. 20,400 sq. ft.	Min. 69,800 sq. ft.
Min. Lot Width	100 ft.	Min. 100 ft.	Min. 100 ft.
Min. Lot Depth	100ft.	Min. 100 ft.	Min. 100 ft.
Max Lot Coverage	75%	Max. 75%	Max. 75 ft
Density	n/a	n/a	n/a
Max Building Height	75 ft.	Max. 74’-9” to top of parking garage elevator	Max. 53’-10”
Min. Setback*			
Front-Parking Lot Front-Parking Structure Front-Building	Varies n/a 20 ft.	Min. 10 ft n/a Min. 20 f.	Min. 10 ft. n/a n/a
Side (Interior)	n/a	n/a	n/a
Street Side	n/a	n/a	n/a
Rear	20 ft. abutting residential/ 10 ft. abutting non-residential	n/a Min. 10 ft	n/a n/a
Min. Building Separation			
Main to Main	6 ft. (SFD) 10 ft. (all other)	Min. 10’	Min. 10 ft.
Main to Accessory	2.5 ft.	n/a	n/a
Accessory to Accessory	2.5 ft.	n/a	n/a
Min. Open Space/ Amenity Area**	10% of lot	n/a	n/a
Min. Landscape Coverage	15%	Min. 19%	Min. 19%
Pedestrian Plaza	3% of total floor area	n/a	16%

Commercial Retail

Retail uses are oriented toward El Toro Road to maximize visibility. The Village Drive functions as the Main Street and pedestrian promenade, lined with shops, the Village Park Pavilion, and other activity nodes. Retail pads along The Village Drive are designed to activate Village Park and provide clear pedestrian and vehicular connections among the park, retail core, hotels, and residential districts (See Attachment 4, Village at Laguna Hills Modified Project Plan Set). Private streets also connect these areas to satellite pads for single- and multi-tenant commercial uses.

The primary anchor retail building fronts El Toro Road and adjacent surface parking and includes a 28,000-square-foot soft-goods anchor (Anchor 1), 35,000-square-foot specialty grocer (Anchor 2), and an 11,100-square-foot shop building (Shops A).

Eight standalone one-story shop/restaurant pads will provide a mix of restaurants, cafés, and retail. Pads 1-4 front El Toro Road, while Pads 5-8 cluster around the Village Park. An additional 9,300 square feet of retail (Shops B and C) will face Village Park within the North Residential parcel (either as ground-floor space in a mixed-use building or as one-story shops). Village Park will also include a 1,000-square-foot Pavilion and a 420-square-foot kiosk. A 1,200-square-foot space (Pad 9) is located within the for-sale residential recreation center at the corner opposite Village Park and Hotel 2. The existing BJ's Restaurant & Brewhouse, King's Fish House, and In-N-Out Burger will remain and are included in the total retail square footage.

The anchor's loading docks and service bays are located at the rear of the site and screened from public view. Service access is provided from Calle Zocalo, a private street on the opposite side of Village Park, separating heavy-vehicle movements from the pedestrian-oriented Village. Calle Zocalo also serves the North Residential garage and includes vehicular gates that provide additional visual screening.

Village Park and Dog Park

The ±3.1-acre Village Park is a centralized open space that will be privately owned, operated and maintained, but open to the public and Project residents, workers, and visitors. The park includes passive and active open spaces, and various hardscape areas (pathways, plazas, seating, etc.) in addition to landscaped areas (trees, shrubs, ground cover, water features, etc.)

An approximately 200 square foot digital screen will also be located on the southern portion of the open space park facing the Village Park and the Main Street Pedestrian Promenade, which will play videos, animations, and events such as the Olympics, World Cup, and Movies in the Park. The screen sits above a stage adorned on both sides with vine-wrapped trellises and decorative portals. The Village Park provides amenities such as water features, raised decks, iconic art elements, and retail kiosks. The area will also allow for seasonal activities, such as an ice rink, and a dedicated holiday tree location.

A 0.21-acre dog park will be located within the for-sale residential area. The dog park is an amenity intended to provide pet-friendly recreational green space and provide a desirable amenity for residents and the community-at-large.

Hotels

The Modified Project proposes two new hotels. Hotel 1 will be a 119-key, upscale Extended Stay hotel in a 4-story building consisting of 74,490 square feet adjacent to the freeway and Avenida Carlota with parking on its parcel along with 'hotel reserved' parking along an adjacent section of Calle Magdalena. Hotel 2 will be a 120-key Upscale hotel in a 4-story building consisting of 69,800 square feet adjacent to the medical center and Village Park with parking on its parcel and some reserved parking adjacent on The Village Drive, Calle Louisa, and Calle Magdalena. This location allows Hotel 2 views of Village Park from many guest rooms and lodging options for visitors and patrons of the adjacent medical facilities.

Residential

The Modified Project includes 1,457 residential units (with potential for up to 1,500 units per the Amended and Restated Development Agreement), primarily situated within the southern portion of the Modified Project Site, comprising five- to six-story multifamily residential buildings, townhomes, duplexes, and single-family detached units. This mix beyond traditional apartments facilitates both rental and ownership opportunities with the UVSP.

Townhomes

The Modified Project incorporates five distinct "for-sale" townhome and SFD configurations, totaling 356 dwelling units. These products were selected to balance land-use efficiency with high-quality architectural character and include Single-Family Attached Motor Court Units (UA MR2), Single-Family Attached Split-Level Units (UA SPLIT), Single-Family Attached Vertical Units (UA TOWNS), Single-Family Attached (DUPLEX), and Single-Family Detached (UA PASEOS).

Multifamily Market Rate Residential Buildings

The market rate multifamily component of the Modified Project consists of three five- to six-story multifamily residential buildings- North, Central, South and Affordable Residential -consisting of a total of 1,101 dwelling units. Each building provides one vehicular driveway entry to the parking structures from private roads. Parking structures for the market rate apartment buildings will be "wrapped" by residential units, effectively screening structured parking from view. Dedicated residents and guest parking facilities would be included in each of the three residential buildings. Trash service routes have been included in the plans. Each residential building will function as a self-contained community, featuring private amenities, open space, and recreation areas/uses for residents, including community pools, clubhouses, and pet use areas.

Affordable Housing Development

The Modified Project incorporates a consolidated affordable housing strategy by transferring a fully entitled development-ready pad to a qualified affordable housing developer. This consolidated approach is intended to prevent piecemealing the delivery of affordable housing across multiple multifamily development and helps ensure the City meets its RHNA obligations for low-income units. The affordable housing building is a

podium building that will include at least 200 units of below-market rate multifamily housing located at southeastern portion of the site which will allow access to the adjacent medical facilities. All of the affordable units will be reserved for households at seventy percent (70%) or less of Area Median Income (AMI) and ten percent (10%) of the units will be reserve for households at thirty percent (30%) or less of AMI. Affordability requirements will include specified compliance reporting and monitoring, property maintenance, and payment of annual monitoring and administration fees to the City. As set forth in the Amended and Restated Development Agreement, these regulations will be memorialized in regulatory agreements with the City that will be recorded against each parcel containing affordable units prior to the issuance of vertical building permits for the residential building.

Architectural Design

The Modified Project's architecture includes high-quality development features influenced by Spanish Colonial Revival architecture as defined using terra cotta tile roofing, bright white and tan paint colors, and decorative elements such as rounded arches, tile accents, wrought-iron railings, and other materials. All new buildings and associated improvements have been designed with an appropriately scaled framework of architectural and landscape elements that create individual variety while ensuring a cohesive "sense of place" throughout the 68-acre Project Site, while creating and urban village as required by the UVSP. In addition to the Spanish Colonial Revival details, the following general design elements for all buildings on the Modified Project Site include:

- Building projections and overhangs that allow for visual breaks and substantial building articulation.
- Varied roof heights for an articulated roofline that helps break up the mass of the building along the long sides.
- Use of enhanced material including horizontal siding, metal, tile, stone or raked stucco in key areas at the base of all buildings to provide a substantial base and break up the façade vertically.
- Architectural frames at varying scales to break up larger volumes on multiple façades. These frames serve to highlight corner elements, balconies, project entry points, and parking structure entrances.
- Enhanced glazing in amenity areas as well as key Project corners that serve as visual connections into the residential buildings for onlookers and as gateways to the overall mixed-use community for residents.
- Screening of roof mounted equipment from a ground view.

Parking

The Modified Project reduces parking intensity compared to the 2022 VLH Approvals, which included large-scale office, entertainment, and health club uses that required higher parking ratios and a large, stand-alone parking structure. By removing those uses in favor of a balanced mix of retail and residential uses, the Modified Project reduced its parking requirement. The total parking allocation includes 1,550 surface parking stalls (which accommodates much of the parking requirement for all commercial, hotels, and

townhome uses), private garages, a podium garage within the affordable housing building, and multifamily-wrapped parking structures. Surface parking stalls are dispersed throughout the site in a mix of angled, parallel, and perpendicular configurations and include standard, compact, ADA, van-accessible, leasing, EV Charger/Ready, and USPS spaces. Short- and long-term bicycle parking is also provided for retail, hotel, and multifamily residential uses. A Parking Use Permit for Joint Use of Parking Facilities will be required to allow surface parking on multiple lots. Parking ratios and requirements are provided in Table 7 below.

Table 7: Required Parking Table

Land Use	Allocation Category	Unit Count / Square Footage	Ratio per LHMC 9-44.050	Parking Required Per BDRM	Total Parking Required	Total Parking Provided
Retail and Restaurants	Gross Floor Area	163,125 sq. ft.	1 stall/200 sq. ft. of GFA		816	1,130
Hotel 1	Keys/Guest Rooms	119	1 stall/ guest room		119	239
North Residential	Studio 1-BDRM 2-BDRM Guest	24 156 50	1.5/unit 1.5/unit 2.0/unit 0.2/unit	36 234 100 46	420	1,751
	USPS Leasing	- -	- -	1 3		
Central Residential	Studio 1-BDRM 2-BDRM Guest	66 197 95	1.5/unit 1.5/unit 2.0/unit 0.2/unit	99 296 190 72	661	
	USPS Leasing	- -	- -	1 3.0		
South Residential	Studio 1-BDRM 2-BDRM Guest	48 198 67	1.5/unit 1.5/unit 2.0/unit 0.2/unit	72.0 297.0 134.0 63	570	
	USPS Leasing	- -	- -	1.0 3.0		
Affordable Residential Building	Studio 1-BDRM 2-BDRM	65 124 11	0.5/unit 0.5/unit 0.5/unit	32 62 5	100	
	Leasing	-	-	1.0		

Land Use	Allocation Category	Unit Count / Square Footage	Ratio per LHMC 9-44.050	Parking Required Per BDRM	Total Parking Required	Total Parking Provided
Single-Family Detached - (PASEO)	3-BDRM Guest	78	2.0/unit 0.3/unit	156.0	156	156
Townhomes (DUPLEX)	4-BDRM	72	2.0/unit	144.0	144	144
Townhomes (TOWNS)	2-BDRM 3-BDRM 4-BDRM Guest	58 102 40	2.0/unit 2.5/unit 2.5/unit 0.2/unit	116 255 100 40	511	593
Townhomes (SPLIT)						
Townhomes (Motor Court)						
TOTALS			REQUIRED	3,497	PROVIDED	4,013

Table 8: Short Term Bicycle Parking

Building	Ratio per CALGreen 2025 §4.106.4.4.1	Required	Provided
Retail	20% of total parking (1,130 stalls)	226 spaces	226 spaces
Hotels	20% of total parking (239 stalls)	48 spaces	48 spaces
North Residential*	1 space per 10 units	23 spaces	23 spaces
Central Residential*	1 space per 10 units	36 spaces	36 spaces
South Residential*	1 space per 10 units	31 spaces	31 spaces
Affordable Building*	1 space per 10 units	20 spaces	20 spaces

***Where more than 20 short-term bicycle spaces are provided, at least 50% must be covered by a permanent solid-roofed weather protection structure.*

Table 9: Long-Term Bicycle Parking

Building	Ratio per CALGreen 2025 §4.106.4.4.2	Required Per LHMC	Provided
Retail	10% of approx. 250 employees	25 spaces	26 spaces
Hotels	10% of approx. 50 employees	5 spaces	6 spaces
North Residential	1 space per unit	230 spaces	230 spaces
Central Residential	1 space per unit	358 spaces	358 spaces
South Residential	1 space per unit	313 spaces	313 spaces
Affordable Building	1 space per unit	200 spaces	200 spaces

Multimodal Transportation

Pedestrian and Bicycle Circulation and Connectivity

Consistent with the UVSP, the project would improve pedestrian and bicycle access within and around the site. Together, these non-vehicular improvements would support a cohesive, walkable environment throughout the Plan Area and adjacent areas. The project would provide an extensive network of pedestrian routes, such as sidewalks, paseos, a boardwalk, and enhanced crossings to support movement between retail, residential, and open space/recreation uses. A minimum 16-foot-wide walkway is also proposed along Village Drive adjacent to the Village Park. Enhanced crossings will be provided at key intersections and crossing locations.

Class III bike lanes are proposed on Village Drive, Calle De La Louisa, Calle De Los Caballeros, Health Center Drive, Calle de la Magdalena, Calle Zocalo, and Calle de la Plata to connect the site with Oakbrook Village and the nearby hospital, office, retail, and civic destinations. A Class III bike lane is an on-street shared facility where bicyclists and motor vehicles use the same lane designated by signage and "sharrow" pavement markings. These bikeway improvements would also support convenient on- and off-site travel and tie into the City's multi-use trail system. The City Traffic Engineer states Class III bike lanes are appropriate bike lanes for low-speed streets, such as the ones proposed as part of this Project.

Transit Accessibility

The Project is within walking distance of existing Orange County Transportation Authority (OCTA) bus stops provided on El Toro Road, Avenida De La Carlota, and Calle De La Louisa and the OCTA Laguna Hills Transportation Center abutting the southern end of the Plan Area.

Landscaping, Recreation, and Open Space

The Modified Project implements a comprehensive landscape strategy that fulfills the UVSP's vision of comfortable, shade-rich walking environment with a distinct visual identity. The plan utilizes specimen trees, mid-story shrubs, and drought-tolerant groundcover so that all open spaces are visually engaging and compliant with the City's Landscape Water Efficiency requirements. By prioritizing drought-tolerant species and

strategic shade placement, the landscape plan provides a sustainable “urban village” environment that encourages year-round outdoor activity.

The Modified Project continues the use of hierarchical planting as approved in the 2022 VLH Approvals to provide botanical wayfinding and define the character of the streetscape.

Street Trees

- El Toro Road, the primary vehicular access, features purple orchid trees and canary island palms as a visual landmark.
- Large shade trees, such as Chinese Flame Trees, Australian Willows, and Chinese Pistache, are planted along internal streets to provide protection from the sun, especially during summer months.
- The use of Pink trumpet trees serve as access markers at key entry points along Avenida de la Carlota.

Parking Lots

- Surface parking lots are planted with a single species of evergreen tree per lot, with understory planting along edges and mediants enhancing the visual quality of the open spaces.

Village Park

- Large-scale California Sycamores and Coast Live Oaks are provided at key access points into the park
- Various accent and palm trees are utilized throughout the +/-3.1-acre Village Park
- The Village Park features an active lawn, water features, a raised deck, fire tables, a stage, art elements, and shaded children’s play area.

Paseos

- Paseos further extend the landscape network into commercial and residential districts, utilizing a varied palette of seven tree species and flowering undergrowth, such as violet trumpet vines and feather reed grass.

Fencing

The Modified Project site will include various internal fencing as follows (Attachment 4):

- 3’-6” decorative barriers applied to all restaurant patio uses.
- 5’ tube steel fencing with pickets at 4” O.C. max or stucco brick walls around the pool amenities of hotels, along the courtyards of the North Residential Building, and the larger courtyard pockets of the multifamily residential buildings.
- 4’ tube steel fencing with pickets at 4” O.C. max will pe provided at the Dog Park at the southeastern portion of the site.
- 18” stucco block seat walls with decorative caps as functional seating are placed throughout the pedestrian serving areas, such as the Main Street Pedestrian

Promenade, by the Hotel 2 passenger pick-up zone, and the meandering paseo between the Central and South Residential Buildings and Townhomes.

- 3’ fences for all Split, Town, Duplex, Motor Court, and Single-Family Detached Paseo patios
- 5’ yard fences are used between Single-Family Detached units on each block
- 6’ glass panel fences around all community, hotel, and multifamily building pools
- Retaining walls will be provided along the curve of Village Drive towards the Health Center Drive roundabout and around the Duplexes between the Dog Park and Affordable Housing Building along Calle de la Louisa.

Lighting

New lighting proposed for the Modified Project Site would consist of building-mounted fixtures, 16- to 25-foot light pole fixtures throughout the property, and illumination at vehicular access points. Exterior pylon and monument signs will utilize internal illumination to guide visitors from the freeway and surrounding roads without generating excessive glare. Festoon lighting will be proposed along the Main Street Pedestrian Promenade at a minimum 14-foot vertical clearance. All lighting and signage are placed to reinforce the “village” character, provide clear wayfinding to commercial and residential districts, and maintain a safe environment for visitors and residents.

To mitigate light pollution and ensure compatibility with the surrounding neighborhood, all fixtures will be designed, shielded, and maintained in accordance with the UVSP and LHMC § 9-40.170 and 9-44.060. The MSP requires the Applicant to provide a comprehensive lighting schedule to verify the total wattages and illuminated signage to ensure that the intensity of nighttime lighting proposed onsite would not be substantially greater or different than existing lighting in the surrounding area.

Public Art

In 2023, the City Council commissioned Brittany Ryan Studios to develop sculpture pieces as a meaningful tribute to the 3rd Battalion, 5th Marines (Team Darkhorse). The resulting artwork, “Five Figures on Patrol,” consists of 50” figures sculptures depicting Marines on patrol in Afghanistan and will be displayed in the Village Park to recognize the U.S. 3rd Battalion, 5th Marines in celebration and honor of their bravery, heroism, victories, and sacrifices. The area will be externally illuminated and framed with contrast landscaping to further highlight the sculpture pieces.

Pursuant to the UVSP, the City requires that all new developments within the Plan Area with construction costs of at least $250,000 provide public art or contribute to the City’s Public Art In-Lieu Fund. The Applicant’s current obligation represents a continued commitment established under the 2022 VLH Approvals. To date, the Applicant has paid $350,000 into the Public Art In-Lieu Fund and has a $300,000 prior credit. Under the Amended and Restated Development Agreement (Attachment 3), the Applicant must contribute a total of 0.5% of the total project construction costs into the City’s Public Art In-Lieu Fund. Any fees above $650,000 must be satisfied through the installation of actual public art on the Modified Project Site.

UVSP Allowable Residential Units

Residential development within the UVSP Plan Area allows a range of 30 to 50 dwelling units per acre. Although the 2009 General Plan and UVSP reference an 'anticipated' 200 units of multifamily residential housing within the Plan Area, this figure is a conceptual estimate for a potential development scenario. As stated in Section III of the UVSP, the Land Use Plan is "conceptual in nature" and intended to provide flexibility for evolving market conditions (UVSP, p. 8). Accordingly, the Conceptual Land Use Plan reflects what could be developed within trip budget capacity, and the UVSP expressly acknowledges that "the Specific Plan includes provisions for flexibility in the development options…as long as the trip budgets are not exceeded." Please see the UVSP Allowable Residential Units Report for more information (Attachment 5).

UVSP Trip Budget

The UVSP establishes a development intensity threshold based on maximum peak hour trip generation. For each project approved within the UVSP boundaries since the 2011 UVSP amendment, a corresponding number of AM and PM peak hour trips has been added to or subtracted from the UVSP's beginning trip budget balance of 1,243 AM peak hour trips and 2,272 PM peak hour trips. According to the Updated Trip Generation, UVSP Trip Budgets, and VMT Screening for the Village at Laguna Hills Project (Updated Trip Generation and VMT Screening Report prepared by LLG dated April 30, 2026), the Modified Project trip rates are lower than under the 2022 VLH Approvals and remain within the trip budget cap, as shown in Table 10. Current trips available are 16 AM peak hour trips and 2,283 peak hour trips. If the Modified Project is approved, 276 AM peak hour trips and 3,452 PM peak hour trips will remain for the on-going build out of the UVSP. PM peak hour trips available in the UVSP after development of the Village at Laguna Hills are higher than the starting available trips because of the "return of unused trips" previously approved but not implemented under the 2022 VLH Approvals.

Table 10: UVSP Trip Budget Summary

Trip Budgets Identified in Program EIR	AM Peak Trip Budget	PM Peak Budget
	1,243	**2,272**
Less Chevron (demolition approved May 2011)	0	+ 27
Less Taj Mahal (approved June 2011)	-12	-49
Less Ashley Furniture / Chick-Fil-A (approved July 2011)	-128	-12
Less Oakbrook Village Project (approved 2012 & 2018)	-102	+ 37
Less Raising Cane's (approved April 2015)	-32	+ 3
Less Farmer Boys (approved September 13, 2016)	-49	-25

Village at Laguna Hills (approved 8/20)	-119	910
Women's Health Pavillion (approved 4/22)	7	21
Taj Mahal PUP	-24	-38
Saddleback Professional/Financial Center	-45	-50
Oakbrook Plaza (approved 1/27/26)	-165	-244
Less VALH Approvals (aggregate)	-677	+341
Remaining Trips in Budgets (not counting the Project)	**16**	**2,283**
Residual Trips in Budgets (after accounting for the Project)	(less **260** Project trips) **= 276 residual trips** in budget	(less **1,169** trips) **= 3,452 residual trips** in budget

Native American Tribal Consultation

Pursuant to California Government Code Section 65352.3 (Senate Bill 18), the City followed the statutory Native American tribal consultation requirements by obtaining a tribal consultation list from the Native American Heritage Commission ("NAHC") and notifying representatives of the 14 identified Native American Tribes of the amendment to the UVSP. Tribal consultation began on February 28, 2026, and concluded on May 28, 2026. During the consultation period, four tribes requested consultation: Gabrieleño Band of Mission Indians - Kizh Nation, Gabrielino Tongva Indians of California Tribal Council, Juañeno Band of Mission Indians Acjachemen Nation 84A, and Juaneño Band of Mission Indians, Acjachemen Nation - Belardes. During consultation, each tribe requested tribal monitoring, therefore a condition was drafted to allow for a tribal monitoring rotation during construction. The tribal cultural resources conditions of approval resulting from consultation have been incorporated into the conditions of approval for the Modified Project (Condition of Approval Nos. 30-33).

Discretionary Actions

Specific Plan Amendment ("SPA")

To allow greater design flexibility, the Applicant is requesting a SPA to permit single-family detached housing, allow a 6-foot building separation for single-family uses within the 68-acre former Laguna Mall site, and clarify the applicability of the City's Objective Design Standards ("ODS") to the Modified Project.

By amending the UVSP to allow single-family housing, the Project is intended to offer a compact lot "for-sale" product that bridges the gap between high-density multifamily apartments and traditional single-family detached housing.

Allowing a 6-foot building separation for the single-family detached units enables smaller lots that help fulfill the UVSP's intent to establish an "urban village" aesthetic, rather than

the larger separations typical of traditional suburban layouts. This allows the Modified Project to achieve the density needed for 87 units and further the UVSP's core mandate to create a high-density, transit-oriented residential core (UVSP § 3.1; General Plan Policy LU-1.1).

The UVSP amendment will also clarify that the Project is exempt from Objective Design Standards because it constitutes a modification to a previously approved project with vested development rights established through existing entitlements and the Development Agreement.

Precise Plan

Pursuant to UVSP Section V and LHMC Section 9-92.080(B), a Precise Plan is required to ensure a proper balance of uses that promotes community image, mitigates environmental impacts, and enhances the City's fiscal ability to meet local needs. The Modified Project's Precise Plan has been reimagined to fulfill the UVSP's "village" intent, centered on a walkable, mixed-use, pedestrian-oriented streetscape. Integrating single-family detached homes and townhomes alongside high-density multifamily buildings adds diversity and balance, offering both rental and ownership opportunities.

Site Development Permit (SDP)

The Modified Project is consistent with (or will be conditioned to require consistency with) all development standards for properties within the Village Commercial Zone and UVSP area, including density, building FAR, landscaping, parking, setbacks, building height, and other specific plan development standards. No zoning amendments or Municipal Code variances are required.

Conditional Use Permits

As part of the Modified Project's approvals, the Applicant is requesting three Conditional Use Permits: 1) operation of Hotel 1 to the eastern area of the property along Avenida de la Carlota, subject to potential site plan modifications as authorized in the Amended and Restated Development Agreement; 2) operation of Hotel 2 on the west side of the property; and 3) operation of temporary uses/special events at the Village Park, pursuant to *Table 1 of Section V* of the UVSP. While the UVSP designates these uses as appropriate for the site, the CUP process evaluates uses that may pose a moderate to high potential for adverse impact on adjacent or abutting uses or the surrounding community due to their operating characteristics. CUP approval allows the requested use while establishing operational conditions that ensure compatibility with surrounding and existing uses.

CUPs for Hotels 1 and 2

The Modified Project includes two hotels: Hotel 1 with 119 keys and Hotel 2 with 120 keys. The General Plan relies on the UVSP to provide land use controls within the specific plan area, and the UVSP allows hotels subject to issuance of a CUP, anticipating as many as 250 hotel rooms within the plan area. The additional hotel will further the variety of uses proposed for the Property, creating the "urban village" contemplated by the specific plan and enhancing other commercial uses within the broader plan area (including adjacent medical facilities).

CUP for Temporary/Seasonal Event Permits

The Village Park is intended as a pedestrian-oriented, open-air main street connected to the surrounding commercial and residential uses. To activate its central green space, the Applicant is requesting a CUP allowing up to 36 temporary uses and special events per calendar year without a separate Temporary Use Permit. These events may include:

- Movies/Concerts in the Park
- Weekend Markets
- Yoga in the Park
- Food Tasting Events
- Holiday Tree Lighting
- Seasonal Ice-Skating Rink

All temporary/special events shall be sponsored by the property owner or manager, who is solely responsible for ensuring the events comply with applicable regulations and Conditions of Approval 120-136.

Master Sign Program

A Master Sign Program (MSP) will govern signage for the Modified Project Site reflecting the mixed-use development. Consistent with the UVSP, the MSP ensures aesthetically unified site identity, wayfinding, and commercial visibility that attract residents and visitors. Signage is categorized into three primary groups:

1) Project Signage: high-profile identity features, such as wall signs, a static freeway pylon sign, large gateway sign, and monument signs;
2) Directional Signage: wayfinding and directional signs in parking areas; and
3) “Use” Signage: identity markers for retail, hospitality, residential uses.

Table **10** provides a summary of the signs included in the MSP.

Table 10: Master Sign Program Summary

Sign ID	Sign Type	Quantity	Sign Details
Project Signage			
A1	Freeway Pylon	1	Fabricated aluminum cabinet with painted finish. Push-thru flushed day/night acrylic logo to illuminate white at night. Overall Sign Area: 780 SF Overall Height: 70 FT
A2	Primary Project Monument	3	Changeable tenant panels with day/night acrylic push-thru flush copy in tenant branding font. To face illuminate at night. Stone base to match surrounding elements. Overall Sign Area: 21 SF Overall Height: 10 FT

Sign ID	Sign Type	Quantity	Sign Details
			Project Identity Area: 8 SF Single Tenant Area: 3 SF
A3	Secondary Project Monument	2	Illuminated fabricated aluminum cabinet, changeable tenant panels, and stone base to match surrounding elements. Overall Sign Area: 48 SF Overall Height: 13 FT Project Identity Area: 16 SF Single Tenant Area: 6.35 SF
A4	Project Corner Monument	3	Curved structure to follow radius of existing wall for plan/vine to grow. Fabricated, aluminum channel Changeable tenant panels, and stone base. Internally illuminated to low white at night. Overall Sign Area: 231 SF Overall Height: 14 FT Note: Applicant to reuse existing stone base to add project signage
A5	Light Pole Banners	TBD	Light-pole mounted fabric banners for Project and residential and nonresidential use identification Overall Sign Area: Approximately 25 SF
A6	Gateway Monument Structure	2	Non-illuminated tubular and flat bar steel gateway arch structure. 21’-3” tall by 44’-2” wide
Directional Signage			
B1	Vehicular Directional	6	Front: Changeable tenant panels with day/night acrylic push-thru flush copy in Project font. To face illuminate at night. Back: 55” Digital screen Overall Sign Area: 12 SF
B2	Pole Mounted Vehicular Directional	15	Non-illuminated aluminum sign panel mounted on 10’-7” tall pole Sign Panel: approximately 4 SF
B3	Pedestrian Directory	6	Fabricated aluminum cabinet with painted finish and digital screen, mounted on a stone base Overall Sign Area: Approximately 20 SF Digital Screen Area: Approximately 16 SF

Sign ID	Sign Type	Quantity	Sign Details
B4	Pedestrian Directional	12	Non-illuminated, painted aluminum panel sign mounted on a 4'-6" tall aluminum post (Option 1) or on the ground (Option 2) Overall Sign Area: 11 SF
B5	Trail Marker	5	Non-illuminated, painted aluminum panel mounted on a 3'-5" tall aluminum post Overall Sign Area: 6.5 SF
Residential Signage			
C1	Residential Identity Monument	12	Illuminated, painted aluminum sign cabinet with acrylic letters mounted on a stone base Overall Sign Area: Approximately 24 SF Overall Height: 5.5 FT
C3	Parking and Leasing Directional	5	Illuminated, painted aluminum cabinet with acrylic letters and painted/printed graphics mounted on a stone base Overall Sign Area: Approximately 9.33 SF
Hotel Signage			
D1	Hotel Identity Monument	3	Illuminated, painted aluminum sign cabinet with acrylic letters mounted on a stone base Overall Sign Area: Approximately 24 SF Overall Height: 5.5 FT
D3	Hotel Vehicular Directional	5	Illuminated, painted aluminum cabinet with acrylic letters and painted/printed graphics mounted on a stone base Overall Sign Area: Approximately 9.33 SF
R1 & R2	Regulatory Stop Sign / Street Sign	TBD	Two non-illuminated, painted aluminum panel signs with reflective vinyl graphics attached to a 12' tall tubular post R1: Stop Sign Area: 6 SF R2: Street Sign Area: 2 SF
R3	Service Area Identity	10, to be verified	Non-illuminated, painted aluminum panel with direct print Overall Sign Area: 8 SF

Parking Use Permit - Joint Use of Parking Facilities

A Parking Use Permit for Joint Use of Parking Facilities will be required to allow parking within surface lots and on-street parking across multiple lots. Parking will not be shared between residential and non-residential uses; however, parking intended for a specific use may be located outside the lot where the use occurs. Please see VLH Parking Study, Attachment 8, for a description of how each use provides sufficient parking.

Consistency with Urban Village Specific Plan

The Modified Project complies with the UVSP's intent to transform the Project Site into a vibrant, walkable, well-balanced mixed-use "urban village." While the Modified Project refines commercial and residential products and requests a SPA for increased flexibility, the fundamental planning principles established in the 2009 General Plan and reaffirmed in 2022 remain intact.

A comprehensive analysis of the Modified Project's consistency with the specific goals, policies, and development standards of the UVSP is provided in Attachment 11.

Consistency with General Plan

The City's General Plan land use designation for the Modified Project Site is Village Commercial, envisioned as a master-planned, mixed-use environment. This designation is the foundation for the UVSP's intended community core of high-quality commercial, civic, and residential uses. The Modified Project implements this vision with a high-quality, mixed-use development combining residential, retail, and hospitality uses, as well as urban open space and recreation.

The proposed mix of uses works together to create a walkable "urban village" with safe pedestrian pathways providing direct access not only to the internal uses and areas of the Modified Project Site, but also to the offsite Laguna Hills Transportation Center and Civic Center, nearby regional trails, and the mix of commercial, retail, and office (medical and general) uses surrounding the Plan Area.

The Modified Project also remains consistent with the buildout parameters established in the 2009 General Plan Update, staying within the peak-hour trip budget cap (1,243 AM / 2,272 PM) and adhering to the minimum density of 30 to 50 units per acre. Compliance with these thresholds ensures that development within the Urban Village Specific Plan area occurs within the City's existing transit and infrastructure capabilities without amending the General Plan or Zoning Maps. The Modified Project would provide a new community core of residential, retail, and hospitality uses, carrying out the City's goals, policies, and intent for the Modified Project Site as contemplated by the General Plan and UVSP.

The Modified Project would be consistent with and help implement the following goals and policies of the General Plan Land Use and Housing Elements:

- Goal LU-1. Create diverse and vibrant activity centers and events that bring people together as a community.
    - Policy LU-1.1: Encourage new mixed-use developments in the Urban Village that complement and enhance Laguna Hills' existing community character.
    - Policy LU-1.2: Encourage the compatible integration of residential and service retail uses in proximity to job centers.
    - Policy LU-1.3: Promote intensified and revitalized land uses in the Urban Village within traffic, parking, and transit capabilities.
    - Policy LU-1.4: Promote walkability throughout the community through enhanced

pedestrian amenities, attractive streetscapes, plazas, and civic gathering spaces.

- Goal LU-2. Ensure development is compatible and interdependent with neighboring uses
- Goal LU-3. Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.
- Goal LU-4. Place a high priority on design, architecture, and landscaping that reflect the community's identity and gracious lifestyle.
- Goal LU-6. Expand the variety of services, shopping, and entertainment opportunities in the community.
- Goal H-2. Facilitate the development of a range of housing types, densities, and affordability levels to meet the diverse needs of the community for all economic levels and age groups and special needs groups.
    - Policy H-2.1: Provide opportunities for higher density residential development, mixed use residential/commercial development, and transit-oriented development in appropriate areas of the City.
- Goal H-3: Ensure that all existing and future residents have equal access to housing opportunities regardless of race, color, religion, sex, national origin, ancestry, marital status, age, disability, or sexual orientation.
- Policy M-6.1: Reduce the amount of land devoted to parking, if feasible, by integrating multiple use and creative parking solutions that still provide adequate parking for all uses.
- Policy M-6.3: Develop flexible and creative solutions for parking in the Urban Village that respect its proximity to transit and park and ride, and its mix of uses.

Vesting Tentative Tract Map (VTTM)

Amended VTTM No. 19123 (Attachment 12) proposes to subdivide 10 existing lots into 27 lots for Residential, Condominium, and Commercial Purposes. This would allow for:

- Individual ownership of the 356 residential condominiums, and Common areas would be established for vehicular and pedestrian circulation, guest parking and for open space purposes, with a HOA for each residential condominium community having responsibility for all common facilities;
- Residential apartments;
- Commercial retail;
- Two hotels;
- Recreational centers and open space amenity areas (park), and;
- Proposed easements would provide for public utilities, public access to the public amenity space, and ingress/egress for emergency and public service vehicles. CC&Rs would be required to maintain the common areas of each portion of the project site.

The original VTTM No. 19123, approved with the 2022 VLH Approvals, authorized reconfiguring the existing 10 lots into 16 numbered lots for residential and commercial purposes. The amended VTTM reconfigures the Subject Property into 27 numbered lots to accommodate the modified uses and the introduction of condominiums. Table 11 summarizes the proposed VTTM Amendment lot configuration and the land uses of each lot.

Table 11: Vesting Tentative Tract Map No. 19123

Lot Number	Lot Size (ac)	Unit Type/Land Use	No. of Units
1	7.539	Retail Anchors (Anchor 1 & 2), Retail/Restaurant (Shops A)	**-**
2	7.316	Village Park, Retail/Restaurant (Pad 2, 4, 6,& 7)	**-**
3	0.894	Retail/Restaurant (Pad 1)	**-**
4	0.726	Retail/Restaurant (Pad 3)	**-**
5	1.367	Existing Restaurant (A)	**-**
6	0.755	Retail/Restaurant (Pad 4)	**-**
7	0.792	Retail/Restaurant (Pad 8)	**-**
8	0.208	Recreation Center (Pad 9)	**-**
9/10	3.663	North Residential Building (6-story wrapped around a parking structure; Apartments), Retail/Restaurant (Shops B & C)	**230**
11	1.912	Multifamily Townhomes (UA-TOWNS; Condominiums)	**30**
12	2.601	Multifamily Townhomes (UA-TOWNS; Condominiums)	**46**
13	2.114	Multifamily Townhomes (UA-TOWNS; Condominiums)	**34**
14	2.73	Multifamily Townhomes (UA-SPLIT; Condominiums)	**60**
15	0.5	Recreation Center	**-**
16	1.519	Multifamily Townhomes (UA-DUPLEX)	**24**
17	2.59	Single-Family Detached (UA-PASEO; Condominium)	**30**
18	2.116	Multifamily Townhomes (UA-DUPLEX; Condominiums)	**18**
19	3.462	Single-Family Detached (UA-PASEO)	**48**
20	2.725	Multifamily Townhomes (UA-MR2; Condominiums)	**36**
21	2.362	Single-Family Attached (UA-DUPLEX; Condominiums)	**30**

Lot Number	Lot Size (ac)	Unit Type/Land Use	No. of Units
22	0.659	Dog Park and Surface Parking	**-**
23	4.986	Central Residential Building (5-story wrapped around a parking structure; Apartments)	**358**
24	3.987	South Residential Building (6-story wrapped around a parking structure; Apartments)	**313**
25	2.634	4-story Hotel 1 (Hospitality)	**(119 keys)**
26	2.552	4-story Hotel 2 (Hospitality)	**(120 keys)**
27	3.247	Affordable Housing Building (Apartments)	**200**
Total	**65.956**	**----**	**1,457**

Apartments = For Rent; Condominiums = For Sale

The VTTM serves as a technical blueprint for the Modified Project, laying out the design and extent of the public and private streets and backbone infrastructure (e.g., water, wastewater, drainage, utilities) needed to support it. Because the Modified Project will be built on an existing developed site, all public services and utilities are already available; the VTTM ensures these are refined and reconfigured to meet the needs of the new mixed-use programming while maintaining adequate road access for general and emergency purposes.

The amended VTTM provides the following infrastructure and public improvements, which are required to be accomplished as part of the conditions of approval prior to the approval of the final maps:

- Design and construction of all necessary water infrastructure for ETWD;
- Installation of all necessary public improvements such as sidewalk, parkway, curb, gutter, and driveway improvements; and
- Provision of the necessary landscape maintenance easements.

The amended VTTM has been prepared consistent with LHMC Chapter 9-86 and the Subdivision Map Act (California Government Code § 66410, et seq.). As demonstrated above, the Modified Project complies with the City's zoning regulations: required parking is provided, physical limitations such as height limits and setbacks are met, project density complies with the UVSP (30-50 dwelling units per acre), and improvements necessary to implement the UVSP are incorporated into the Modified Project. Further, no significant environmental impacts from the Modified Project's construction or development have been identified, as described in the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum.

Furthermore, multiple phased final maps will be required to facilitate development of various mixed-use components of the Modified Project. The final map phasing gives the

Applicant flexibility to determine when best to develop the Project in response to market demand for the uses that comprise the Modified Project.

Development Agreement

The Amended and Restated Development Agreement outlines, among other things, project phasing and required development fees. The 2026 Modified VLH Project will be built in two phases, each with required and elective improvements. Table 12 Development Agreement Phasing and Major Fees, below summarizes the required construction and fees.

Table 12 Development Agreement Phasing and Major Fees

Phase	Required Improvements	Elective Improvements	Timeline	Major Fees
Phase One	Anchor 1, Anchor 2, Shops A, Hotel 1, Affordable Senior Housing (200–250 units), supporting streets, utilities, landscaping, and infrastructure	Residential north of Health Center Drive; Lot 9 & 10 North Residential; optional substitution of up to 60 attached/detached for-sale units	Commence within **4 years** of DA Date; complete within **5 years** of DA Date (or within 2 years of commencement); Affordable Housing Project completed within **3 years of commencement**	**$4.727M Community Benefit Fees**; Public Park Fee Program; Public Art obligation (0.5% of construction cost) with **$650K credit/advance**
Phase Two	Village Park*, Pads 1–4, Shops B & C, Hotel 2, supporting streets, utilities, landscaping, and infrastructure	Lot 23 Central Residential, Lot 24 South Residential, residential south of Health Center Drive	Can commence at any time during DA term; hotels should be complete within **8 years**; DA extends 5 years if Phase Two Required Improvements are completed before expiration of initial term	**$2M Final Multifamily Building Fee**; **$500K per unfinished hotel** after Year 8; annual residential community benefit fees

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Pursuant to Public Resources Code § 21166 and the California Environmental Quality Act (CEQA) Guidelines § 15162, once a CEQA environmental review has been certified for a project, a public agency cannot require subsequent or supplemental Environmental Impact Report unless certain criteria are met. A new EIR is only mandated if the project modifications will result in **new significant impacts** or **a substantial increase in the severity** of previously identified significant impacts.

When neither condition is present, an Addendum to the previously adopted or certified environmental document is appropriate (Public Resources Code § 21166; CEQA Guidelines § 15162, 15164.) The lead agency's decision-making body must consider the addendum together with that document during the decision-making process.

On July 14, 2009, the Laguna Hills City Council adopted Resolution No. 18-24 adopting and certifying the Final Program Environmental Impact Report (PEIR) for the City of Laguna Hill General Plan Update. After the City certified the PEIR for the 2009 General Plan, several Addenda to the PEIR have been prepared and adopted. These Addenda are summarized below:

1. *First Addendum (2011)* – Revisions to the UVSP (2011 UVSP Amendment, described above).
2. *Second Addendum (2022)* – Development of the Oakbrook Village Mixed-Use Redevelopment Project ("Oakbrook Project"). The Oakbrook Project involved redevelopment of a portion of the shopping center south of the Plan Area known as Oakbrook Village, a mixed-use development within the UVSP Plan Area. The two-phased development that would ultimately yield 489 dwelling units in multi-story residential buildings and up to 82,574 square feet of new ground floor retail space.
3. *Third Addendum (2016)* – Development of the Five Lagunas project as previously described.

   Fourth Addendum (2018) – Modification of the Oakbrook Project including, among other things, two new commercial/retail buildings (approximately 20,650 square feet total) on an approximately 3.7-acre site within the Oakbrook Village mixed-use development.
4. *Fifth Addendum (2021)* – Modification of the Five Lagunas project into the Village at Laguna Hills.
5. *Sixth Addendum (2022) – 2021-2029 Housing Element Update*
6. *Seventh Addendum (2024)* – The Amended 2021-2029 Housing Element Update, Related Rezoning Program, and Objective Design Standards

2026 Village at Laguna Hills Project CEQA Compliance Memorandum (2026)

As part of the Project's approval, the applicant submitted the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum to summarize the project modifications and evaluate the modified project's potential environmental effects relative to the approved project, including the adequacy of previously adopted mitigation measures (Attachment 7). The memo provides evidence that the Modified Project is less intensive than the approved Project and would not result in new environmental impacts. The CEQA memorandum prepared by the applicant was independently peer reviewed by LSA, the City's environmental consultant, which evaluated the analysis for adequacy and consistency with the requirements of CEQA. LSA confirmed that the CEQA memorandum provides an adequate basis for the City's environmental review and supports the conclusions presented within the memorandum.

The Project is a modification of the previously approved 2022 Village at Laguna Hills project. Compared to the 2022 VLH Approvals, the Project will not result in new significant impacts or a substantial increase in the severity of impacts identified in the Fifth Addendum for the Village at Laguna Hills Project. The applicable mitigation measures identified in the Fifth Addendum are incorporated into the design of the Project and imposed as mitigation measures or conditions of approval, as appropriate.

Village of Laguna Hills Ad Hoc Committee

Given the complexity and significance of the Development Agreement and project development, staff recommends that, if the City Council elects to proceed with approval of the entitlement documents, the City Council convert the Village at Laguna Hills Ad Hoc Committee into a Standing Committee to monitor and oversee their implementation. The Standing Committee would be considered a legislative body under the Brown Act and would proceed via standard agenda and meeting procedures. (Gov. Code 54952.)

Role and Specifics of the Standing Committee:

- Serves as a liaison between City staff, MGP, and the Council.
- Provides guidance and input to the Council and staff on implementation of the Development Agreement and development of the project.
- Will not have decision-making authority but will report back to Council.
- Will continue in existence until separate action is taken by Council.
- Composed of the same two Council Members as the Village at Laguna Hills Ad Hoc Committee

Conclusion:

Staff recommends approval of the proposed Village at Laguna Hills 2026 Modified Project as it continues redevelopment of the former Laguna Hills Mall property and is consistent with the goals and objectives of the Urban Village Specific Plan. The proposed Project will facilitate additional retail/restaurant, hotel, and residential options within the City's core, and will further enable residents to live, work, shop, and enjoy the lifestyle amenities that currently exist in the Urban Village, as envisioned by the UVSP. The Project will also include enhanced pedestrian and vehicular circulation elements consistent with the UVSP. With the recommended Conditions of Approval, the Project meets development standards and design guidelines of the City's Zoning and Development Code and UVSP (as amended), and meets the goals, policies, and procedures of the General Plan.

Public Notice:

The Project was advertised in the Orange County Register on June 18, 2026, providing at least 21 calendar days' notice of this public hearing. The City mailed 2,494 notices to property owners and tenants/occupants within 1,000 feet of the site. Any written comments received after the issuance of this report will be distributed at the joint Planning Agency and City Council Public Hearing.

Applicant Community Meetings

In addition to the public notice, the Applicant conducted public outreach with key stakeholders, neighboring residents, and businesses to gauge public interest and gather

feedback. The Applicant hosted two community meetings: an in-person Open House on August 28, 2025, and a virtual meeting on May 13, 2026.

An in-person Open House was held on August 28 2025, prior to the formal project submittal. Preliminary plans of the Modified Project were presented, and attendees had the opportunity to share feedback through comment cards. Notice of the event was distributed via social media, mail, and email to neighboring residents and businesses. Of the 140 RSVPs received, 112 attended and 58 comment cards were submitted. The Applicant reviewed each card and responded directly by email. The cards also showed that 70% of attendees supported the project, 18% were neutral or had concerns, and 4.6% were opposed.

A virtual community meeting was held on May 13, 2026. The meeting included a PowerPoint presentation with updated plans and renderings, and attendees were invited to ask questions. Of the 192 RSVPs received, 67 participated. Questions focused primarily on traffic, housing affordability, Village Park amenities, and project timing, and attendees also expressed interest in retail offerings, walkability, and community gathering spaces.

Fiscal Impact:

The Applicant provided a fiscal impact analysis ("FIA") that evaluated the stabilized annual General Fund revenues and expenditures (Attachment 10). Under the proposed Village of Laguna Hills plan, development is permitted across three primary land use categories, summarized for full buildout in

Table **13**. The study estimates project-related revenues—property, business, and franchise taxes; direct and indirect sales taxes; and transient occupancy tax—and the associated costs for municipal services, including public safety, public services, and general government.

City Peer Review

On behalf of the City, Economic & Planning Systems ("EPS") conducted an independent peer review of the fiscal impact analysis provided by the Applicant (Attachment 11). EPS concluded that the City negotiated phasing requirements that ensured that fiscally beneficial uses must lead housing development, with the exception of the affordable senior housing development. Furthermore, EPS concurred with the Applicant's FIA and found that the Project is likely to generate a fiscal benefit for the City, which is largely attributable to the two hotels. The peer review concluded that there is confidence that the City is unlikely to experience a period of net drain on the General Fund over the development horizon.

Community Benefit Fee and One-time Fee

In addition to the annual recurring revenues, the 2026 Modified Project will generate one-time revenues to the City, including Community Benefit Fees and various Development Impact Fees ("DIF"), which are typically collected at different stages of the development process. At full buildout, the proposed Project is projected to generate over $3.8 million in annual fiscal revenue. Annual incremental municipal service costs are estimated at

$1.53 million, resulting in an annual surplus of about $2.26 million. A portion of these fees have already been paid to the City as part of earlier project activities. For clarity, total fees are categorized into two groups: (i) “Paid,” fees already received by the City, and (ii) “To-Be Paid,” fees expected to be collected as the project continues to build out. This breakdown is summarized in

Table **13**.

Table 13: Community Benefit and One-time Fees

PAID (2022 through Early 2025)	
Category	**Amount**
Development Impact Fees (DIF) - Public Art In-Lieu Fee	$350,000
DIF - Park In-Lieu Fee	$4,000,000
Community Benefit Fee	$4,227,066
DA Administration Fee	$106,183
Total Fees Paid	**$8,683,249**
TO BE PAID (2026 THRU 2037)	
Category	**Amount**
DIF - Park In-Lieu Fee	**$21,312,678**
Community Benefit Fee	**$2,500,000**
Public Art Obligation	**0.5% of total construction cost. Any amount above $650K must be installed as actual public art**
Development Agreement Administration Fee	**$106,183**
Other Fees	
Hotel Delay Fee	**$500,000 per hotel if not complete within 8 years**

Table 14 summarizes the proposed Project’s estimated fiscal impacts.

Table 14: Estimated Fiscal Impact

General Fund	2022 Approved Project	2026 Modified Project
Recurring Revenue		
Property Tax	$640,004	$551,387
Property Transfer Tax	-	$29,045
Property Tax in-Lieu of VLF	$507,950	$437,618
Property Tax – Miscellaneous	$987	$771
Sales & Use Tax	$1,181,360	$925,013
Other Taxes and Fees	$5,000	$3,908
Franchise Fees	$132,004	$103,180
Transient Occupancy Tax	$657,000	$1,570,230
Fine & Forfeitures	$19,918	$15,568
Interest Income	$61,285	$47,903
Charges for Services	$155,921	$121,874
Miscellaneous Revenue	-	-
Transfers In	-	-
Total Recurring Revenue	**$3,361,428**	**$3,806,498**
Recurring Expenditure		
General Government	$117,649	$91,959
Non-Departmental	$78,601	$61,438
Community Development	$65,313	$51,052
Community Services	$91,474	$71,500
Public Works	$513,770	$401,584
Public Safety	$1,100,189	$859,954
Transfer Out	-	-
Total Recurring Expenditure	**$1,966,996**	**$1,537,487**
Total General Fund Fiscal Surplus	**$1,394,431**	**$2,269,011**

Attachments:

1. Resolution of Approval for the Village at Laguna Hills Project
2. Ordinance Approving and Adopting the Specific Plan Amendment
3. Ordinance Approving and Adopting the Amended and Restated Development Agreement
4. Village at Laguna Hills Modified Project Plan Set
5. UVSP Allowable Residential Units Report (KAMG)
6. Village at Laguna Hills Master Sign Program
7. Village at Laguna Hills CEQA Compliance Memorandum
8. Parking Study (Linscott, Law & Greenspan, Engineers)
9. Trip Generation and VMT Screening Memo
10. VLH Fiscal Impact Analysis (DPFG)
11. Peer Review of Fiscal Impact Analysis (EPS)
12. Village at Laguna Hills UVSP Consistency Analysis
13. Amended Vesting Tentative Tract Map No. 19123

The Village at Laguna Hills

Attachment 1

Resolution of Approval for the USE-0239-2025 Village at Laguna Hills Project

RESOLUTION NO. PA2026-X

A JOINT RESOLUTION OF THE PLANNING AGENCY AND CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT, MASTER SIGN PROGRAM, CONDITIONAL USE PERMITS, PARKING USE PERMIT, AMENDED VESTING TENTATIVE TRACT MAP NO. 19123, AMENDED AND RESTATED DEVELOPMENT AGREEMENT, PRECISE PLAN NO. USE-0239-2025, A REQUEST BY MGP FUND X LAGUNA HILLS, LLC TO MODIFY THE PREVIOUSLY APPROVED FIVE LAGUNAS PROJECT TO CONTINUE TO REDEVELOP THE FORMER LAGUNA HILLS MALL SITE LOCATED AT 24001 AVENIDA DE LA CARLOTA #B; 23451 CALLE DE LA LOUISA; 24162 RONDA DEL ROSSMOOR; 24100, 24126, 24155 and 24300 LAGUNA HILLS MALL, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

The Planning Agency and the City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, on September 29, 2025, the City was in receipt of an application by MGP Fund X Laguna Hills, LLC ("Applicant") for approval of USE-0239-2025 for land use entitlements in order to continue to redevelop the existing approximately 68-acre former Laguna Hills Mall property located at 24001 Avenida De La Carlota #B; 23451 Calle De La Louisa; 24162 Ronda Del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Laguna Hills, CA as more particularly described in the Legal Description, attached hereto as Exhibit "A" ("Project Site").; and

WHEREAS, the Project Site is located within a 240-acre development area bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and Interstate 5 (I-5) to the east ("UVSP Area") and governed by the Urban Village Specific Plan ("UVSP"), as adopted by the City Council on November 26, 2002; and

WHEREAS, the purpose and in intent of the UVSP is to develop a community core in which a variety of public, regional commercial, recreational, and high-density residential uses work in concert to create an "urban village" by permitting a mix of land uses, including retail, residential, hotel, medical offices, and general offices; and

WHEREAS, in July 2009, the City Council adopted the 2009 Comprehensive General Plan Update. The General Plan Update identified the UVSP area for expansion/revitalization and increased commercial and residential development. In connection with approving the Update, the City prepared a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"). On July 14, 2009, the City Council certified the PEIR, adopted a Statement of

Findings of Fact, a Statement of Overriding Considerations and a Mitigation Monitoring Program; and

WHEREAS, between 2011 and 2018, the City Council approved an Urban Village Specific Plan Amendment and subsequent redevelopment projects within the Urban Village Specific Plan area, including the Oakbrook Village Shopping Center Redevelopment Project and the Five Lagunas Project, and, in connection with those approvals, adopted the first through fourth addenda to the Program Environmental Impact Report; and thereafter, in connection with the 2021–2029 Housing Element Update and 2021 Safety Element Update, adopted the sixth addendum to the Program Environmental Impact Report; and subsequently, in connection with the Amended 2021–2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project, adopted the seventh addendum to the Program Environmental Impact Report (collectively, the "Prior Environmental Documents"); and

WHEREAS, the Planning Agency and City Council-approved, a series of modifications requested by the Applicant to the 2016 Five Lagunas Project on March 8, 2022, through Resolution No. PA2022-03-08-2, authorizing redevelopment of the Project Site to authorize the following: demolition of the existing and remaining mall building, free-standing building pads, and various hardscape improvements (e.g., paved parking areas, walkways); development of approximately 225,000 square feet of new retail building space, a health club, and a 50,000 square-foot, 1,200-seat theater; five multi-story residential buildings (one mixed-use retail/ residential building and four residential buildings) containing a total of 1,500 dwelling units and associated structured parking wrapped into the buildings; four 4-story commercial office buildings totaling approximately 465,000 square feet; a 100- to 150-room, five-story boutique hotel with ground-level retail space; a centralized Village Park; and a supporting network of private streets for vehicular access; and various site improvements that include landscape areas and pedestrian network, all of which is referred to collectively as the "2022 VLH Project" through approval of Site Development Permit, Precise Plan, Master Sign Program, Vesting Tentative Tract Map, Parking Use Permit, and Conditional Use Permits for a hotel and health club; and

WHEREAS, the City Council adopted Ordinance No. 2022-1, approving a development agreement ("DA") between the Applicant and the City regarding the development of the 2022 VLH Project, effective April 22, 2022, and which vested the Applicant's right to develop the 2022 VLH Project in exchange for the delivery of specific community benefits; and

WHEREAS, the City Council adopted an Addendum to the PEIR in connection with its approval of the 2022 VLH Project and the associated Development Agreement (the "Fifth Addendum"), which evaluated the environmental impacts of the project pursuant to the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, that the project would not result in any new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts beyond those analyzed in the Program Environmental Impact Report;

WHEREAS, Applicant now desires to modify the 2022 VLH Project through implementation of land use entitlements and an Amended and Restated

Development Agreement in order to continue to redevelop the Project Site through approval of the USE-0239-2025, which includes development of approximately 140,120 square feet of new retail building space; 1,457 dwelling units (with the potential of up to 1,500 units) within three multi-story, high-density residential buildings, an affordable residential podium building containing 200-250 affordable senior units, and medium-density residential buildings; two 5-story hotels (119-rooms and 120-rooms); a 3.1 acre Village Park; and supporting network of streets, pedestrian pathways, and various site improvements through approval of a Site Development Permit for new development, a Master Sign Program for various on-site signs, Conditional Use Permits for two hotels and Temporary Uses within the Village Park, a Parking Use Permit to allow joint use of parking facilities, an Amended Vesting Tentative Tract Map to subdivide the Project Site into 27 lots, and a Precise Plan for mixed use development, collectively referenced as "2026 VLH Modifications"; and

WHEREAS, the 2022 VLH Development Agreement states that a modification to the Project that includes more than five (5) residential buildings and less than 210,000 square feet of retail qualifies as a Major Project Modification to the previously approved entitlement;

WHEREAS, the 2026 VLH Modifications constitutes a Major Project Modification permissible under the existing Development Agreement, subject to City Council approval; and

WHEREAS, the continued redevelopment of the Project Site through modification of the 2022 VLH Project is subject to the California Environmental Quality Act, Public Resources Code Section 21000 *et seq*., and California Code of Regulations, Title 14, Sections 15000 *et seq*. ("CEQA"); and

WHEREAS, the City of Laguna Hills, as lead agency, find that the Project is within the scope of the 2009 General Plan Program Environmental Impact Report ("PEIR") as Addended in the First through Seventh Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project and does not require additional environmental review pursuant to Public Resources Code Sections 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164 (CEQA Guidelines Section 15162 for Subsequent EIRs and Negative Declarations); and

WHEREAS, the City of Laguna Hills has evaluated the Project's potential environmental impacts and concluded that the Project is within the scope of the 2009 General Plan PEIR as Addended in the First through Seventh Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project and does not require additional environmental review pursuant to the California Environmental Quality Act Guidelines Section 15162 (Subsequent EIRs and Negative Declarations); and

WHEREAS, the applicable mitigation measures identified in the 2009 General Plan PEIR as Addended in the First through Seventh Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project are incorporated into the design of the Project or are imposed either as mitigation measures or as conditions of approval for the Project, or both, as appropriate; and

WHEREAS, on July 14, 2026, the City Council and Planning Agency held a duly noticed joint public hearing and considered additional public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties; and

WHEREAS, concurrently with adoption of this Resolution, the City Council, introduced and conducted the first reading of an Ordinance approving the proposed Specific Plan Amendment to the Urban Village Specific Plan; and

WHEREAS, concurrently with adoption of this Resolution, the City Council, introduced and conducted the first reading of an Ordinance approving the proposed Amended and Restated Development Agreement between the City of Laguna Hills and MGP FUND X LAGUNA HILLS LLC for the Project.

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

NOW, THEREFORE, THE PLANNING AGENCY AND CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DO RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to Public Resources Code Section 21166 and CEQA Guidelines Section 15162, the Planning Agency and City Council has determined that: (1) there is substantial evidence that none of the conditions requiring preparation of a subsequent or supplemental Environmental Impact Report ("EIR") exist, and (2) the City will rely on the Previous Environmental Documents, which adequately addresses this project.

Furthermore, a subsequent environmental document does not need to be prepared because

1. No changes to the project are proposed requiring revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

2. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence or at the time the previous EIR was adopted.

SECTION 3. In accordance with Section 9-92.080of the LHMC, the Planning Agency and City Council makes the following findings of fact and approves the USE-0239-2025,

subject to the conditions set forth in Exhibit "B," attached hereto and incorporated herein by reference.

Site Development Permit.

1. The site design complies with standards of the Development Code in that:

   The Modified Project is consistent with (or will be conditioned to require consistency with) all development standards for properties within the Village Commercial Zone and the UVSP area, including density, building FAR, landscape requirements, parking requirements, setbacks, building height, and other required specific plan development standards.

2. The site is suitable for the proposed development in that:

   The Modified Project is consistent with the regulatory controls established for the Property in the General Plan, the Village Commercial zone and the UVSP. The General Plan designated the Property as an area intended for revitalization through a combination of mixed use residential and commercial uses. The UVSP was amended in 2011 to increase the minimum residential density for the Property to encourage residential as required by the General Plan. (See UVSP, Section 5, Table 2 (Development Standards).) Residential, retail and restaurant uses are permitted on the Property, and hotels are authorized pursuant to issuance of a CUP.) The City's 2021-2019 Housing Element, certified in 2024, notes that the Property is approved for as many as 1,500 residential units.

   The UVSP encourages flexibility of uses authorized within the Land Use Matrix provided that such uses are compatible with the UVSP's intensity limits. (See UVSP, Section 5, p. 35) ("It should be noted that the Specific Plan includes provisions for flexibility in development options . . . as long as the trip budgets are not exceeded.") The plan states that "applicants shall be permitted to develop to the maximum intensity of their plans upon verification that trip generation impacts created are within acceptable levels identified in the General Plan". (UVSP, Section 5, p. 36.) The UVSP evaluates trip generation impacts based on the availability of budgeted A.M. and P.M. peak hour trips which, if added, would cause level of service at area intersections to exceed accepted levels. The updated traffic impact analysis prepared for the Modified Project, dated April 30, 2026 ("Traffic Impact Analysis"), demonstrates that the 2026 VLH Modifications will result in fewer traffic trips (a net reduction of 3,746 daily trips on a typical weekday), and that sufficient AM and PM peak hour capacity remains within the UVSP trip budget cap (276 A.M. peak hour trips and 3,452 P.M. peak hour trips).

   Finally, the Modified Project represents a reduction in development intensity compared to what the City approved for the Property in 2022.

3. The Project is consistent with the City's General Plan and UVSP in that:

   The General Plan designates the Property as "Village Commercial." The Property is within the boundary of the UVSP and is subject to specific design standards and

policies intended to enhance circulation. The intent of the Village Commercial designation is to establish a community core where commercial, community, and high density residential uses would be appropriate. Per the UVSP, the area will contain enhanced pedestrian areas that conveniently link commercial, residential and community activity areas. Typical uses include, among other things; lodging, retail, community facilities, and residential.

The Modified Project implements the General Plan's vision for the UVSP by redeveloping the Property to create a new town core, complete with new shopping, housing, lodging and dining and with improved pedestrian connections from City Hall and other adjacent uses.

The Housing Element notes that the Property is approved for as many as 1,500 residential units. The Housing Element assumes that of these units, 1,163 will be constructed within the 2021 2029 RHNA cycle, i.e., by October 16, 2029. The Housing Element identifies the site as accommodating housing at a density range of 30-50 units per acre across the Property.

The Modified Project is consistent with residential density and development intensity controls as required by the General Plan and UVSP. As with the 2022 VLH Approvals, the Modified Project includes residential uses at a range of 30-50 units per acre across the Property. In terms of development intensity, the Traffic Impact Analysis demonstrates that sufficient AM and PM hour trips remain within the UVSP trip budget cap to accommodate the Modified Project, and that the Modified Project will increase remaining trip budget capacity compared to the 2022 VLH Approvals.

The proposed commercial, residential, and hotel buildings illustrate a Spanish Colonial Revival architectural style. All proposed buildings will be of quality design, with appropriately-scaled framework of architectural and landscape elements that conform to the UVSP. The massing of the buildings and landscaping within the Project Site will be designed to create a sense of unity. High-quality development features will be provided throughout the Project Site through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color) and streetscape elements (e.g., lighting, street furnishings, paving materials). Project development will enhance and strengthen the character of the Project Site through landscaping, hardscape, and other improvements onsite and along the street edges.

The proposed Project is consistent with and help implement the following goals of the General Plan Land Use and Housing Elements:

- *Goal LU-1. Create diverse and vibrant activity centers and events that bring people together as a community.*
- *Goal LU-2. Ensure development is compatible and interdependent with neighboring uses*
- *Goal LU-3. Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.*

- *Goal LU-4. Place a high priority on design, architecture, and landscaping that reflect the community's identity and gracious lifestyle.*
- *Goal LU-6. Expand the variety of services, shopping, and entertainment opportunities in the community.*
- *Goal LU-7. Facilitate the creation and expansion of private sector businesses and associated local career choices for Laguna Hills residents.*
- *Goal H-2. Facilitate the development of a range of housing types, densities, and affordability levels to meet the diverse needs of the community for all economic levels and age groups and special needs groups.*

The proposed Project is also consistent with a number of policies set forth in the General Plan, including, but not limited to the following:

- *Policy LU-1.1: Encourage new mixed-use developments in the Urban Village that complement and enhance Laguna Hills' existing community character.*
- *Policy LU-1.2: Encourage the compatible integration of residential and service retail uses in proximity to job centers.*
- *Policy LU-1.3: Promote intensified and revitalized land uses in the Urban Village within traffic, parking, and transit capabilities.*
- *Policy LU-1.4: Promote walkability throughout the community through enhanced pedestrian amenities, attractive streetscapes, plazas, and civic gathering spaces.*
- *Policy M-6.1: Reduce the amount of land devoted to parking, if feasible, by integrating multiple use and creative parking solutions that still provide adequate parking for all uses.*
- *Policy M-6.3: Develop flexible and creative solutions for parking in the Urban Village that respect its proximity to transit and park and ride, and its mix of uses.*
- *Policy M-6.4: Encourage parking in shared surface lots to make the most efficient use of land.*
- *Policy M-6.5: Identify solutions to neighborhood- and activity-specific parking issues through implementation of a broad range of parking management tools and strategies.*
- *Policy H-2.1: Provide opportunities for higher density residential development, mixed use residential/commercial development, and transit-oriented development in appropriate areas of the City.*

4. The site design and structural components are appropriate for the site and function of the proposed uses in that:

The Modified Project incorporates a modern town center, consistent with the City's vision in the UVSP and the General Plan. All new buildings and associated improvements are designed with a strong and appropriately scaled framework of architectural and landscape elements. High quality development features are provided throughout the Property through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material, and color), and streetscape elements (e.g., lighting, paving materials). The proposed structures are oriented in districts such that a cohesive

flow can be maintained both across the Property and with fluid connectivity to adjacent uses, including City Hall. The buildings are designed and sited in ways that meet the development standards for the Village Commercial Zone and the UVSP.

Master Sign Program

1. That the design and application of the sign criteria required by the development code are satisfied by the proposed sign program.

   The City's Development Code provides for deviations from the standard sign criteria subject to the approval of a Master Sign Program by the Planning Agency. The Project's Master Sign Program ("MSP") proposes a variety of signs and monuments that are unique and both enrich the visual quality of the development and interest to the pedestrian environment. The proposed sizes and locations of the signs reinforce the Spanish Colonial Revival character of the Project and are appropriate for this type of development.

2. That the sign program provides a compatible and harmonious design between advertising, landscaping, and building design.

   The MSP is a comprehensive signage program designed to complement the proposed Modified Project by promoting a compatible and harmonious design between advertising, landscaping, and building design. The sign program is an integral part of the Project site's architectural features and is crafted to complement the new buildings and landscaping in a manner consistent with the UVSP.

   Freestanding signs will be finished in materials that are consistent with the major project entry and secondary entry features along El Toro Road in the Urban Village area and will complement the buildings on site, and will be placed in landscaped areas that will accent the signs. Wall signs make use of quality materials and construction and are proportional to the building façade to which they are attached. Therefore, the sign program provides a compatible and harmonious design between advertising, landscaping, and building design.

Conditional Use Permits (Hotels, Temporary Uses in Village Park)

1. The proposed use is consistent with the General Plan in that:

   Hotels

   The General Plan identifies the Property as the "Urban Village Specific Plan Area," and defers to the land use controls established by the UVSP. The General Plan anticipates redevelopment and intensification of the Property as contemplated by the Modified Project. More specifically, the General Plan refers to the Property as being redeveloped as a "town center/urban village" with a variety of uses. Hotels are a conditional use under the UVSP, and the City approved up to 150 hotel rooms on Property as part of the 2022 VLH Approvals. The UVSP contemplates 250 hotel rooms within the specific plan area as one possible development scenario.

As noted above, the General Plan relies on the UVSP to provide land use controls within the specific plan area, and the plan allows for hotels subject to issuance of a CUP. Moreover, the UVSP projected 250 hotel rooms as one possible development scenario within the plan area. The additional hotel will further support the variety of uses proposed for the Property to create the overall "town center/urban village" contemplated by the specific plan and will enhance other commercial uses within the broader specific plan area (including, e.g., medical adjacent medical facilities).

Temporary Uses in Village Green

Temporary uses within the Village Green will promote an active "town center/urban village" by allowing for temporary and seasonal community-building events such as movies in the park, holiday tree lighting ceremonies, and farmers markets.

2. The nature, condition and development of adjacent uses, buildings and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures in that:

Hotels

The proposed second hotel is one component of the overall Modified Project on the nearly 68-acre Property. This use, and all others contemplated by the Modified Project, are carefully designed to be complementary, including with respect to construction and operational phases. As stated above, hotels are contemplated by the UVSP as a use consistent with the town center/urban village concept. 150 hotel rooms are already approved for the Property as part of the 2022 VLH Approvals. The Modified Project calls for an additional hotel to bring the total number of hotel rooms to 239. The hotels are particularly complementary to the adjacent medical facility uses within the specific plan area and to City Hall. The proposed Village Park is adjacent to the proposed second hotel. The Village Park will contain public open space, retail and restaurant uses. Visitors staying at the hotels will support the adjacent shops, restaurants and use the public park. The hotels are designed such that the building and parking lot will serve as an adequate sound buffer between the outdoor pool area and residential buildings to the south.

Temporary Uses in the Village Park

Temporary and seasonal uses within the Village Park will help activate the park space and adjacent residential and non-residential uses.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity in that:

Hotels

The Property is 68 acres in total, and the Modified Project includes a combination of residential, retail, restaurant, and hospitality uses. The hotels are designed to be integrated as part of the broader Modified Project. The City's consideration of the proposed Site Development Permit and Precise Plan ensures that the hotels are

integrated as part of the Modified Project and is harmonious with neighboring uses and the broader UVSP. The hotels are designed in compliance with applicable UVSP development standards and the requirements of the Municipal Code. The second hotel, as proposed, is a use that is designed to be complementary with the uses in the vicinity, including to attract guests frequenting adjacent facilities both on and offsite.

Temporary Uses in the Village Park

The 3.1-acre Village Park and adjacent "Main Street" are integrated into the overall 68-acre VLH Project site. These uses will be regulated by conditions of approval and an operations plan to be submitted to the Community Development Department 30-days prior to any event.

4. All required development standards prescribed by the Laguna Hills Development Code can be achieved in that:

Hotels

The Modified Project is located within the Village Commercial zoning district and is subject to the provisions of the UVSP. The hotels will be developed consistent with the UVSP's development standards and design guidelines and applicable development standards of the Municipal Code.

Temporary Uses in the Village Park

The Modified Project is located within the Village Commercial zoning district and is subject to the provisions of the UVSP. The Village Park will be developed consistent with the UVSP's development standards and design guidelines and applicable development standards of the Municipal Code.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare in that:

Hotels

The hotels will comply with the General Plan, the UVSP, and all relevant portions of the Municipal Code. The Applicant anticipates that any conditions imposed by the City will be designed to maintain the functionality of the hotels while ensuring compatibility with adjacent uses and the preservation of the public peace, safety, and welfare.

Temporary Uses in the Village Park

The Village Park and associated temporary uses will comply with the General Plan, the UVSP, and all relevant portions of the Municipal Code. The Applicant anticipates that any conditions imposed by the City will be designed to maintain the functionality

of the Village Park and associated temporary uses while ensuring compatibility with adjacent uses and the preservation of the public peace, safety, and welfare.

Parking Use Permit

1. The proposed joint parking permit is consistent with the intent and purpose of the development code in that:

   The purpose and intent of the Development Code (Chapter 9-44) is to ensure that all land uses provide safe access and onsite circulation with adequate off-street parking and loading facilities. By establishing required parking ratios for different types of commercial uses, the Development Code intends to anticipate the amount of parking that will be needed to adequately serve proposed uses, thereby ensuring parking availability and relative ease of parking for patrons, which is consistent with goals of the General Plan. The Applicant has demonstrated through a parking analysis that adequate parking exists for all proposed uses on the site, thereby meeting the intent of the Development Code in establishing parking standards. A total of 4,013 parking stalls are provided, with 1,550 surface parking spaces available for commercial and residential guest parking uses, 1,751 stalls within the wrap and podium Apartment buildings, and 712 garages within individual townhome, duplexes and SFD buildings. The 1,550 surface parking spaces exceeds the requirement for commercial and residential guest parking requirements combined. Several surface parking spaces will be located adjacent to private streets. Some parking spaces on private streets proximate to commercial uses will be reserved for commercial uses, where those on street parking spaces proximate to residential uses will not be restricted to any land use. Resident-dedicated parking spaces in excess of the number required under the Development Code will be provided in parking structures within each residential building.

2. The joint parking use permit provides a reasonable and enforceable means for all uses to share parking facilities in that:

   Based on Section 9-44.050 of the Municipal Code, and as provided in the shared parking analysis, the conditions of approval require the Applicant to implement a City approved Parking Management Plan to address potential parking management issues.

3. The requirement for parking established by the joint parking use permit shall assure that parking demands for the participating uses are continually met:

   The parking study conducted for the Project demonstrates that with the current proposed mix of uses, there is adequate parking for all uses, even at expected peak periods. To ensure sufficient parking is maintained in the event of a change in the mix of non-residential uses on the Project Site, a condition has been included that authorizes the Community Development Director to require the preparation of an updated parking analysis and implementation of any changes to the Project parking and circulation determined to be necessary. This will allow the Community Development Director to ensure consistency with the established joint use parking

permit, thereby assuring that parking demands continue to be met for all uses on the subject site.

4. All the findings in support of a Joint Parking use permit

   a. The proposed use is consistent with the General Plan in that:

      The General Plan supports joint parking so as to make the most efficient use of available land by integrating multiple uses and creative parking solutions that provide adequate parking for all uses. Further, the General Plan encourages the use of innovative parking management solutions to avoid excessive parking requirements in areas that are highly walkable and well served by transit.

      Per the parking analysis, the Applicant has demonstrated that adequate parking will be provided for all proposed commercial and residential uses on the project site.

      Supplementary to the use of shared parking, the development utilizes innovate parking solutions that incorporates a network of pedestrian and bike-friendly paths throughout to make efficient use of the site with access to surrounding areas. Additionally, the nearby City of Laguna Woods provides shuttle services for their residents to the project site and public transit bus service is provided in the project area by the Orange County Transportation Authority (OCTA).

   b. The nature, condition and development of adjacent uses, buildings and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures in that:

      The joint use parking is an integrated component of the project and has been designed to supplement and enhance the multiple commercial and residential uses proposed for the site. Per the parking analysis dated March 2026, the Applicant has demonstrated that the proposed site can accommodate enough parking to serve the existing and proposed uses on the subject site. Therefore, the parking use permit will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures.

   c. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity in that:

      The Applicant has demonstrated that the proposed site can accommodate enough parking to serve the existing and proposed uses on the subject site. Furthermore, the parking will not only be sufficient in size, but will be improved in quality due to attractive pedestrian connections, paseos, pedestrian plazas, design, and landscaping. For instance, pedestrian enhancements along all streets, specifically the Village Drive, pedestrian connections to the MemorialCare Saddleback Medical Center and offices across Calle de la Louisa, and pedestrian connections to the abutting Oakbrook Village mixed-use center

demonstrate the integration between uses and properties envisioned by the UVSP.

d. That all required development standards prescribed by this code can be achieved in that:

The project includes a total of 1,500 surface parking spaces and 2,463 garage parking spaces for residential uses. (The required residential parking will be separated from the retail area and is not included in the joint parking request.) The Laguna Hills Municipal Code sets forth parking ratios for individual uses.

e. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare in that:

The conditions imposed on the parking use permit, including but not limited to Conditions 27, 28, and 29 are intended to maintain continued functionality of the parking use plan thereby insuring compatibility with adjacent uses and the preservation of public peace, safety, and welfare.

Vesting Tentative Tract Map

1. The proposed subdivision is consistent with the General Plan and Urban Village Specific Plan in that:

The General Plan identifies the Project Site as a "future study area," in which intensification and redevelopment were expected to occur, and the site is designated in the General Plan Housing Element as a potential site for housing opportunities. The Project implements the General Plan vision for the Future Study Area by redeveloping the existing site with a mix of new land uses with various intensities, without exceeding the AM and PM peak hour vehicle trip budgets established by the UVSP. Likewise, the Project is consistent with the UVSP in that a mixed-use development is identified as the preferred land use for the Project Site in the UVSP. A trip budget assessment was conducted, given the Project's location within the UVSP area. After debiting all development projects that have been approved since the June 2009 General Plan Update, the remaining UVSP trip budgets (as of April 2026) are 16 AM peak hour trips and 2,283 PM peak hour trips. Adding the net Project AM peak hours trips (260 AM peak hour trips) and adding the net Project PM peak hour trips (1,169 PM peak hour trips) to the available UVSP trip budgets yields a residual UVSP trip budget after implementation of the Project of 276 AM peak hour trips and 3,452 PM peak hour trips, which is more than enough AM and PM Peak Hour Trips to support the Project.

2. The design or improvement of the proposed subdivision is consistent with the General Plan and Urban Village Specific Plan in that:

The Project includes improvements such as a pedestrian-oriented Main Street promenade, pedestrian plazas and the Village Park, various pedestrian paseos and pathways, open space amenities, entry features and signage, public art,

architectural design, and landscaping that are consistent with the UVSP land use and development standards and design guidelines. Given the Project's mixed-use urban village design—which includes a combination of single family, townhome / medium-density residential, and high-density residential, retail, lodging, entertainment, and open space and recreation uses—the Project promotes smart growth and infill development, which are concepts that have been incorporated into the General Plan and UVSP.

3. The site is physically suitable for the type of development in that:

   The Project Site comprises 68 acres, is relatively flat and bounded by two major arterial streets, a private street, and a private driveway, and is physically suitable for the proposed mix of land uses. The Project Site presently consists of a demolished regional mall originally developed in 1973, several outlying buildings, surface parking and drive aisles, and various hardscape and landscape improvements. The site is currently underutilized and mostly vacant, and the buildings and overall site design do not reflect consumer demand for retail centers or the character of the surrounding uses and communities. These conditions provide the perfect opportunity for redevelopment of the Project Site, which will enhance the community character, optimize City investments in infrastructure and community facilities, increase employment opportunities and tax revenues, ensure the long-term viability of the Project Site, and promote a more a pedestrian- and bicycle-friendly environment.

4. The site is physically suitable for the proposed density of development in that:

   The Project includes the construction of up to 1,500 residential dwelling units on 14 lots comprised of 40.01 acres, for a blended density of 37.5 du/acre. The proposed residential density meets the General Plan and the UVSP density standard of 30 to 50 DUs/AC. In addition to allowable density, the Project is regulated based on vehicle trip generation limits to ensure that the City's Mobility Element Level of Service (LOS) Standard "D" is not exceeded at any of the intersections within the area (with the exception of Congestion Management Plan [CMP] intersections for which LOS "E" is the minimum acceptable LOS) and that the Project does not exceed the overall AM and PM peak hour vehicle trips allowed within the UVSP area. With integration of the Project traffic-related improvements designed as a part of the Project—which include lane geometry, driveway reconfiguration, median modifications, and signalization—the Existing Plus Project and Year 2024 Cumulative Plus Project scenarios are not expected to cause significant traffic impacts at any of the 61 intersections or at any of the freeway mainline segments analyzed. Further, after debiting all development projects that have been approved since the June 2009 General Plan Update, the remaining UVSP trip budgets (as of April 2026) are 16 AM peak hour trips and 2,283 PM peak hour trips. Adding the net Project AM peak hours trips (260 AM peak hour trips) and adding the net Project PM peak hour trips (1,169 PM peak hour trips) to the available UVSP trip budgets yields a residual UVSP trip budget after implementation of the Project of 276 AM peak hour trips and 3,452 PM peak hour trips, which is more than enough AM and PM Peak

Hour Trips to support the Project. Also, all utilities are available to serve the Project Site, and adequate street access is provided.

5. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat in that:

   The Project Site presently consists of a demolished regional mall, several outlying buildings, surface parking and drive aisles, and various hardscape and landscape improvements; there is no fish or wildlife habitat on, adjacent to, or within vicinity of the Project Site. The Project's potential environmental impacts were analyzed and it was determined that the Project will not result in any new significant impacts, or an increase in the severity of previously identified significant impacts compared to the 2022 VLH Project. No natural biological resources or communities existed on or in the vicinity of the Project Site when the 2022 VLH Project was approved and no such resources exist at the present time since the site conditions have not changed.

6. The design of the subdivision or type of improvements is not likely to cause serious public health problems in that:

   The Project improvements have been designed in accordance with all applicable codes and standards. The design of the proposed land division will not cause public health problems since the proposed parcels are similar to other commercial and residential parcels adjacent to the site that are similarly served by existing improved roads and utilities.

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided and that these will be substantially equivalent to ones previously acquired by the public in that:

   The project will impact existing water lines and easements used by the El Toro Water District (ETWD) in providing water to the general area. However, conditions of approval require the Applicant to design, relocate, and build these facilities to the satisfaction of ETWD to ensure adequate water service is provided to the Project Site as well as any other areas adjacent to the site that might utilize the existing facilities. Further, prior to the approval of the final map(s), the Applicant is required to design water lines and associated infrastructure in accordance with ETWD standards and specifications.

8. The design of the subdivision, to the extent feasible, does have allowance for future passive or natural heating and cooling opportunities in that:

   The design and orientation of buildings to be constructed as part of the subdivision improvements provide the opportunity for passive and/or natural heating and cooling to be provided. For example, proposed buildings will have substantial vertical and horizontal separation between existing buildings in the area and proposed building onsite so that the installation of future solar improvements can occur. Also, buildings

with sun-facing exposures are provided shade with canopies and overhangs. Dwelling unit structures that are part of the subdivision include opportunities for natural ventilation.

9. The design, density, and configuration of the subdivision strikes a balance between the effect of the subdivision on the housing needs of the region and of public service needs in that:

   The Project will result in housing production that will help satisfy the City's 2021-2029 regional housing needs assessment. The type of housing stock proposed will increase the supply of studios, one-, two-, and three- bedroom multi-family units for rent, a type of housing in limited availability within the community but in high demand in south Orange County. The Project provides a compact mixed-use housing development within an existing underutilized and mostly vacant retail shopping center that is already served by existing infrastructure and other public services. The Project location and design maximize the efficiency at which public agencies provide services to the area because of its high-density compact design. The design takes advantage of existing in-place public services and utilities that already serve the area.

10. The discharge of waste from the proposed subdivision into the existing sewer system will not result in violation of existing requirements prescribed by the California Regional Water Quality Control Board in that:

    The conditions of approval for on- and off-site improvements will ensure permitted capacity of the public sewer system is not exceeded. Additionally, it has been determined that the Project will not result in new significant impacts or an increase in the severity of previously identified significant impacts related to utilities and service systems, including wastewater, as compared to the 2022 VLH Project.

<u>Precise Plan</u>

1. The plan and the uses proposed are consistent with the General Plan in that:

   The General Plan identifies the subject site as "Urban Village Specific Plan Area," in which future intensification and redevelopment are expected to occur pursuant to a diversification of land use on the Property. The Modified Project implements the General Plan's vision for the area by redeveloping the former regional mall site with a project that will create new shopping, housing, lodging, and dining opportunities with improved pedestrian links from off-site uses, through the property, and linked to the Village Park. The Modified Project will create an enhanced development with improved opportunities to live, shop and dine as contemplated by the General Plan, and which will enhance community character while optimizing City investments in infrastructure. Further, and as described above, the Modified Project will provide additional housing opportunities (new single family detached and attached units) that the Housing Element identifies as necessary and lacking in supply.

2. The proposed plan is consistent with adopted development standards for the area in which proposed in that:

The Modified Project meets all development standards (or will be conditioned to meet such standards), including lot size, lot width, lot depth, lot coverage, density, building height, open space and amenities, landscape coverage, parking (with approval of any required joint use parking permit), and signage (with approval of a master signage program). The UVSP specifically contemplates that an applicant may pursue a variety of uses on any given site within the UVSP, so long as each project is consistent with the UVSP trip budget allocation. (See UVSP, Section 5 p. 36) ("Applicants shall be permitted to develop to the maximum intensity of their plans only upon verification that trip generation impacts created are within acceptable levels identified by the General Plan.") The Traffic Impact Analysis demonstrates that the Modified Project will not result in an exceedance of the UVSP trip budget and will increase remaining trip budget capacity compared to the 2022 VLH Approvals.

3. The plan promotes community image and enhances compatibility of uses in the plan area in that:

   The Project will be of quality design, reflecting high quality materials, design elements, massing and pedestrian scale. High quality development features will be provided throughout the Property through site design (e.g., building orientation, screening and placement of service areas), architecture (e.g., mass, scale and form, style, material and color), and streetscape elements (e.g., lighting, paving materials, landscape, furnishings). Development of the Modified Project (as reflected in the proposed precise development plan) will enhance and strengthen the character and quality of development through integrated landscape, hardscape, and other improvements interior and peripheral to the Property.

   The proposed structures are oriented in districts such that a cohesive flow can be maintained both across the Property and with fluid connectivity to adjacent uses, including City Hall.

4. The plan will reduce undesirable environmental consequences while improving economic needs of the area and community in that:

   The Project is a mixed-use infill project that enhances community character, optimizes City investments in infrastructure and community facilities, supports increased transit use, promotes a more walkable environment within its portion of the UVSP, and implements General Plan and UVSP policies for the area. The Project includes a mix of retail, lodging, and entertainment uses that will bring additional revenue and employment opportunities. The City prepared a fiscal impact analysis to estimate the increase in recurring revenues to the City once the Project is built out, which predicts that the Project will result in an additional $2.3 Million per year in revenue to the City once the Project is fully operational. Additionally, as stated in the General Plan, infill projects reduce vehicle trips and associated air pollution, increase housing diversity, and enhance retail viability. The project will add residential units within close proximity to job centers, shopping opportunities, health facilities, and existing transit infrastructure.

5. The plan is sufficiently detailed to ensure design values and controls needed to achieve a balance and integration of uses in that:

   The Modified Project mixes compatible land uses (retail, residential, restaurant, and hotel) which increases the balance of land uses located on the Property and enhances the overall land use diversity of the UVSP. By integrating these compatible uses in proximity to one another, the Modified Project creates a desirable place for people to reside, dine, lodge, and shop. The Project will create a pedestrian friendly environment with connections to the various uses and greenways through a unified network of trails, pathways, bikeways, and pedestrian crosswalks.

SECTION 4. The facts and findings set forth in the staff report made a part of the record of the public hearing is hereby incorporated herein by this reference.

SECTION 5. Based upon the above findings, the Planning Agency and City Council of the City of Laguna Hills do hereby approve USE-0239-2025, including the Site Development Permit, Master Sign Program, Conditional Use Permits, Parking Use Permit, Amended Vesting Tentative Tract Map No. 19123, Precise Plan, and the Project plans and entitlement documents on file with the Community Development Department, subject to the Conditions of Approval, attached hereto as Exhibit “B”.

SECTION 6. This Resolution, and/or any entitlement approved via this Resolution, may be amended by separate resolution without placing other entitlements approved by this Resolution at issue; and

SECTION 7. The Conditional Use Permits approved by this Resolution authorize up to two hotel uses within the Village at Laguna Hills Project Site. The final location of each hotel may be approved administratively by the Community Development Director upon establishment of the applicable hotel parcel by final map or lot line adjustment and, if applicable, approval of any Site Plan Modification pursuant to Section 12.4 of the Development Agreement. The Community Development Director shall determine that the final hotel location is consistent with the approved Project, this Resolution, the Conditions of Approval, the Development Agreement, the environmental review for the Project, and applicable provisions of the Laguna Hills Municipal Code. Approval of the final hotel location in accordance with this Section shall not require approval of a new or amended Conditional Use Permit.

SECTION 8. This Resolution is adopted by the Planning Agency and City Council on July 14, 2026. The approvals granted herein shall become operative on September 8, 2026, or upon adoption of the ordinances approving the Amended and Restated Development Agreement (DA Ordinance) and the Specific Plan Amendment (Specific Plan Ordinance), whichever occurs later. Until such time, the corresponding 2022 project approvals shall remain in full force and effect to the extent necessary to avoid any lapse in applicable land use entitlements. Upon the date that both the DA Ordinance and Specific Plan Ordinance have become effective and are no longer subject to legal challenge (or, if challenged, have been upheld with no further rights of appeal), the approvals granted by this Resolution shall supersede the corresponding 2022 project approvals. Nothing in this Resolution shall authorize implementation of any

approval in a manner inconsistent with the Amended and Restated Development Agreement, the Urban Village Specific Plan, or other applicable law.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2026.

_____
DON CASKEY, MAYOR AND CHAIR

ATTEST:

_____
JOSHUA STEVENSON, CMC, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA26__- adopted by the Planning Agency and City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of July, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
JOSHUA STEVENSON, CMC, CITY CLERK

The Village at Laguna Hills

Attachment 2, Exhibit A

Legal Description

“Exhibit A”

LEGAL DESCRIPTION

Real property in the City of Laguna Hills, County of Orange, State of California, described as follows:

PARCEL ONE:

LOT 1 AND LOT 2 OF TRACT MAP 19265 AS FILED IN BOOK 1009, PAGES 5 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, TOGETHER WITH:

PARCEL “B”, PARCEL “C” AND PARCEL “D” OF LOT LINE ADJUSTMENT LLA 0003-2022, RECORDED FEBRUARY 23, 2023 AS INSTRUMENT NO. 2023000041002, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH:

PARCEL “B AND PARCEL “C” OF LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH:

PARCEL “A OF LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625.

EXCEPTING THEREFROM ANY PORTION OF SAID PARCEL “A” LYING WITHIN TRACT MAP 19265 AS FILED IN BOOK 1009, PAGES 5 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH:

LOT 4 OF TRACT NO. 18115, AS FILED IN BOOK 978, PAGES 1 THROUGH 25, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH:

LOT 2 OF TRACT NO. 6106, AS FILED IN BOOK 232, PAGES 6 THROUGH 10, INCLUSIVE OF MISCELLANEOUS MAPS.

EXCEPTING THEREFROM ANY PORTION OF SAID LOT 2 LYING WITHIN TRACT MAP 19265 AS FILED IN BOOK 1009, PAGES 5 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS MAPS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 621-221-02, 621-221-03, 621-221-04, 621-221-05, 621-221-06, 621-221-07, 621-221-08, 621-221-09, 621-221-10, 621-221-11, 621-221-12, 621-221-13 AND 621-221-14, 621-051-39, 621-051-41, 621-141-58

PARCEL TWO:

THAT PORTION OF LOT 2 OF TRACT NO. 5061, AS PER MAP RECORDED IN BOOK 183, PAGES 4 TO 8, INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE DESCRIBED AS PARCEL 1 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 5035, PAGE 383 OF OFFICIAL RECORDS, IN SAID OFFICE, AS HAVING A BEARING AND DISTANCES OF "S. 70° 41' 56" E., 504.42 FEET" DISTANT ALONG SAID CERTAIN COURSE, S. 69° 58' 43" E., 326.23 FEET FROM THE NORTHWESTERLY TERMINUS THEREOF; SAID POINT BEING ALSO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 565.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 15° 04' 30", AN ARC DISTANCE OF 148.66 FEET; THENCE S. 45° 28' 31" E., 925.52 FEET TO A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5175.00 FEET; SAID LAST MENTIONED CURVE BEING ALSO CONCENTRIC TO AND DISTANT SOUTHWESTERLY, 5.00 FEET FROM THAT CERTAIN CURVE IN THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1 DESCRIBED IN SAID DEED AS "HAVING A RADIUS OF 5170.00 FEET"; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE, THROUGH AN ANGLE OF 5° 25' 19", AN ARC DISTANCE OF 489.71 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, N. 40° 23' 54" E.,

5.00 FEET TO SAID SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1; THENCE IN A GENERAL NORTHWESTERLY DIRECTION ALONG SAID SOUTHWESTERLY BOUNDARY TO THE POINT OF BEGINNING.

PARCEL THREE:

THAT PORTION OF LOT 2 OF TRACT NO. 5061 AS SHOWN ON A MAP RECORDED IN BOOK 183, PAGES 4 THROUGH 8 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING WITH A STRIP OF LAND 40.00 FEET IN WIDTH, THE NORTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED IN BOOK 9320, PAGE 71, OFFICIAL RECORDS OF SAID COUNTY (FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF N. 46° 42' 13" E. WAS USED FOR THE CENTER LINE OF EL TORO ROAD); THENCE S. 43° 17' 47" E., 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE S. 69° 58' 43" E., 276.48 FEET TOA TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 24° 30' 12" AN ARC DISTANCE OF 256.60 FEET; THENCE TANGENT TO SAID CURVE S. 45° 28' 31" E., 877.90 FEET TO THE TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING 5153.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 17.00 FEET NORTHEASTERLY FROM A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 5° 25' 39" AN ARC DISTANCE OF 488.13 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 2.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN PARCEL 5 OF A DEED RECORDED IN BOOK 9397, PAGE 172.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PARCEL 10 AS SHOWN ON STATE HIGHWAY MAP BOOK 7, PAGES 14 THROUGH 29, RECORDS OF SAID COUNTY.

PARCEL FOUR:

A STRIP OF LAND 80.00 FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED IN BOOK 9320, PAGE 71, OFFICIAL RECORDS OF SAID COUNTY, FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF N. 46° 42' 13" E., WAS USED FOR THE CENTER LINE OF EL TORO ROAD; THENCE S. 43° 17' 47" E., 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE S. 69° 58' 43" E., 276.48 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 30' 12" AN ARC DISTANCE OF 256.60 FEET.

PARCEL FIVE

THAT PORTION OF THAT CERTAIN LAND IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, SHOWN AS PARCEL 1 ON A MAP RECORDED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL S. 46° 42' 39" W., 3.08 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE N. 72° 27' 41" W., 157.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 606.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE

THROUGH A CENTRAL ANGLE OF 23° 48' 14" AN ARC DISTANCE OF 251.97 FEET; THENCE TANGENT TO SAID CURVE N. 48° 39' 27" W., 34.67 FEET; THENCE S. 89° 01' 31" W., 31.69 FEET TO THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL, SHOWN ON SAID MAP AS HAVING A BEARING OF N. 46° 42' 52" E. AND A LENGTH OF

38.00 FEET; THENCE S. 46° 42' 29" W., 41.45 FEET ALONG SAID PROLONGATION TO THE NORTHEASTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE ALONG THE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY LINES OF SAID PARCEL, THE FOLLOWING COURSES: (1) N. 37° 37' 04" E., 50.64 FEET, (2) N. 46° 42' 39" E., 10.84 FEET, (3) S. 82° 19' 49" E., 42.56 FEET, (4) S. 43° 18' 10" E., 11.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, (5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 46" AN ARC DISTANCE OF 251.45 FEET AND (6) S. 69° 58' 56" E., 171.23 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

THAT PORTION OF THAT CERTAIN LAND IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, SHOWN AS PARCEL 3 ON A MAP RECORDED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL S. 69° 58' 56" E., 52.28 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE S. 20° 01' 04" W., 25.88 FEET; THENCE N. 69° 58' 56" W., 19.50 FEET; THENCE

N. 27° 55' 06" W., 35.05 FEET; THENCE N. 72° 27' 41" W., 8.15 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID NORTHWESTERLY LINE N. 46° 42' 39" E., 3.08 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NO'S 3, 4 AND 5 AS SHOWN ON A MAP FILED IN BOOK 74, PAGES 4 THROUGH 10, OF PARCEL MAPS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT NO. LLA 3-16-3493, IN SAID CITY, RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL NINE:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NO.'S 3 AND 5 AS SHOWN ON A MAP FILED IN BOOK 74, PAGES 4 THROUGH 10, OF PARCEL MAPS, IN THE CITY

OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF PARCEL NO. 134, AS DESCRIBED IN GRANT DEED RECORDED JULY 22, 1997 AS INSTRUMENT NO. 19970346524 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT NO. LLA 3-16-3493 IN SAID CITY, RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TEN:

THAT PORTION OF PARCEL D, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER THE LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL D; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL D SOUTH 40° 23' 58" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 40° 23' 58" WEST 8.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 38° 55' 32" WEST; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHWESTERLY 200.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 18' 26"; THENCE NON-TANGENT TO SAID CURVE NORTH 88° 55' 33" WEST 19.82 FEET;

THENCE NORTH 60° 48' 22" WEST 45.94 FEET; THENCE NORTH 44° 59' 48" WEST 6.00 FEET; THENCE NORTH 01° 23' 07" WEST 30.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 14' 00" WEST; THENCE NORTHWESTERLY 7.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 04' 51" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 43° 32' 24" WEST; THENCE NORTHWESTERLY 23.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 16' 08" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET; A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 34' 59" WEST; THENCE NORTHWESTERLY 172.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 58' 49"; THENCE NON-TANGENT TO SAID CURVE NORTH 82° 16' 47" WEST 18.60 FEET;

THENCE NORTH 52° 39' 15" WEST 44.58 FEET; THENCE NORTH 44° 58' 45" WEST 8.00 FEET; THENCE

NORTH 00° 13' 48" EAST 24.32 FEET; THENCE NORTH 44° 31' 52" WEST 158.42 FEET TO THE SOUTHEASTERLY LINE OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 45° 00' 01" EAST 5.50 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 45° 28' 30" EAST 240.55 FEET ALONG SAID SOUTHWESTERLY LINE TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5199.00 FEET; THENCE SOUTHEASTERLY 491.38 FEET ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 05° 24' 55" TO THE TRUE POINT OF BEGINNING.

PARCEL ELEVEN:

THAT PORTION OF PARCEL D, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER THE LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG THE NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST

21.60 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 43° 48' 04" WEST 38.97 FEET; THENCE NORTH 45° 00' 21" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL D; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;

NORTHEASTERLY ALONG SAID CURVE 17.22 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 30" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 45° 28' 30" EAST 43.81 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL TWELVE:

THAT PORTION OF PARCEL A, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER THE LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF

OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 6.00 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639, OFFICIAL RECORDS OF SAID COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND SOUTH 45° 28' 30" EAST 130.49 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 5.50 FEET; THENCE NORTH 44° 31' 52" WEST 103.43 FEET; THENCE NORTH 89° 46' 06" WEST 25.60 FEET;

THENCE NORTH 45° 00' 21" WEST 8.85 FEET; THENCE NORTH 43° 48' 04" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A NORTH 45° 00' 01" EAST 21.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THIRTEEN:

THAT PORTION OF PARCEL C, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER THE LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58' 52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639, OFFICIAL RECORDS OF SAID COUNTY AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 45° 28' 30" WEST 159.54 FEET; THENCE SOUTH 44° 31' 52" EAST 137.53 FEET;

THENCE SOUTH 00° 13' 54" WEST 25.32 FEET; THENCE SOUTH 45° 00' 21" EAST 8.98 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL C; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINES OF SAID PARCEL C THE FOLLOWING TO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;

2) NORTHEASTERLY 17.22 FEET ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 32° 53' 30" FEET TO THE TRUE POINT OF BEGINNING.

PARCEL FOURTEEN:

THAT PORTION OF PARCEL C, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER THE LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58' 52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639, OFFICIAL RECORDS OF SAID COUNTY, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND THE FOLLOWING TWO COURSES:

1) NORTH 45° 28' 30" WEST 159.54 FEET;

2) NORTH 45° 28' 30" WEST 79.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 45° 28' 30" WEST 25.85 FEET;

THENCE SOUTH 44° 31' 08" WEST 16.52 FEET; THENCE SOUTH 45° 00' 21" EAST 8.85 FEET; THENCE SOUTH 89° 46' 06" EAST 23.76 TO THE TRUE POINT OF BEGINNING.

The Village at Laguna Hills

Attachment 2, Exhibit B

Conditions of Approval

“Exhibit B”

CONDITIONS OF APPROVAL

GENERAL CONDITIONS

1. The following Conditions of Approval (“Conditions”) shall be binding and enforceable against, and, whenever used herein, the term “Applicant” shall mean and refer to, each of the following: the project applicant, MGP FUND X LAGUNA HILLS, LLC., the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.

2. Unless the context dictates otherwise, whenever the term “this Permit” is used in the following Conditions of Approval, it shall collectively refer to USE-0239-2025 (2026 Modified Project) approved pursuant to this Resolution. Failure to abide by and faithfully comply with all conditions of approval shall constitute grounds for revocation and/or termination of the Site Development Permit, the Master Sign Program, the Conditional Use Permits, the Parking Use Permit, the Vesting Tentative Tract Map, and/or the Precise Plan approved in conjunction with the Project, as applicable.

3. Unless the context dictates otherwise, whenever the term “Project” is used in the following Conditions of Approval, it shall collectively refer to the plans dated July 14, 2026 (Plan or Plans), studies and exhibits submitted to the City by the Applicant to depict the improvements to be constructed on the Applicant’s property, consisting of approximately 68 acres located at 24001 Avenida De La Carlota #B; 23451 Calle De La Louisa; 24162 Ronda Del Rossmoor; 24100, 24126, 24155 and 24300 Laguna Hills Mall, Laguna Hills, CA as more particularly described in the Legal Description, attached hereto as Exhibit “A” (the “Subject Property”) as part of the Project, as modified by these Conditions of Approval.

4. The indemnification obligations set forth herein shall be read in conjunction with the indemnification provisions of the Amended and Restated Development Agreement ("DA"), which shall control in the event of any inconsistency. Notwithstanding Conditions 5 and 9, as a condition of approval of this Permit, to the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, attorneys, boards, commissions, and committees, and instrumentalities thereof (“Indemnitees”), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively “Claims” and “Actions”), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit

or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

5. Pursuant to the Development Agreement ("DA"), that certain Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan No. 2-15-3114 approved by the City on March 22, 2016, as amended ("The 2016 Five Lagunas Entitlements"), together with all of Applicant's rights thereunder, whether vested or not, shall automatically terminate and become null, void, and of no further force and effect, without further action by the City, upon the occurrence of all of the following: (i) the DA and the Ordinance adopting the DA have each taken effect and are no longer subject to referendum; (ii) the times for appeal of the City's approval of this Permit and the DA have expired; (iii) all appeals, if any, by persons or entities other than Applicant of the City's approval of this Permit and the DA have been finally resolved; (iv) the times in which to bring a legal challenge to the City's approval of this Permit and/or the DA have expired; and (v) any litigation filed attacking the City's approval of this Permit, the Project, or this DA has been finally resolved such that this Permit remains in full force and effect and the time in which to appeal has expired.

6. Prior to the adoption of the Ordinance approving the Amended and Restated DA, the Applicant shall agree in writing to these Conditions of Approval.

7. The Community Development Director may administratively approve minor deviations to the Project subject to the limitations established by Laguna Hills Municipal Code (LHMC) Section 9-92.080(G) and the Amended and Restated DA, provided that: 1) no increase in the intensity of uses approved by this Permit is proposed; 2) the deviation will not result in a violation of the requirements of Title 9 or the Urban Village Specific Plan (UVSP); and 3) the deviation will not result in environmental impacts beyond those analyzed in the 2009 General Plan Program Environmental Impact Report (State Clearinghouse No. 20080811100) as Addended in the First through Seventh Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project.

8. Prior to the issuance of any grading or building permit, the Applicant shall reimburse the City for any outstanding costs incurred in processing of this Permit and shall replenish the applicable development deposit account, as determined by

the Community Development Department pursuant to the terms of the Deposit/Reimbursement Agreement dated May 13, 2025, to ensure sufficient funds are available to cover all remaining costs associated with project administration and review. No permits shall be issued until all outstanding balances have been paid.

9. The life of this Permit shall be conterminous with the term of the Amended and Restated DA. However, the authorizations and the conditions of this Permit shall continue to apply to uses commenced and improvements completed while the Permit was valid.

10. Within 48 hours from Project approval, the Applicant shall submit to the City a check in the amount of $50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Determination.

11. The conditions of Project approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code Section 66020(d), these conditions constitute written notice of the amount of such fees. The Applicant is hereby notified that the 90-day period in which the Applicant may protest the fees, dedications, reservations, or exactions imposed on this Project through the Conditions of Approval, commencing from the date of approval of the Project, has begun.

12. Prior to the commencement of any work, the Applicant shall provide a contact number to the Community Development Director for the public to call concerning dust, noise, or other construction-related impacts. The information shall also be posted on site in a manner approved by the Community Development Director.

13. The Project shall comply with LHMC Chapter 5-28 (Smoking and Sale of Tobacco Products). Required signage and notices shall be installed prior to the issuance of a Certificate of Use and Occupancy and commencement of any use.

14. For each grading permit issued by the Public Works Director, prior to the issuance of the permit, the Applicant shall submit the rough and precise grading plans to the Community Development Director for review and approval. Approved grading plans and approved architectural site plans shall reasonably match.

15. For all buildings, the Applicant shall provide final exterior colors and materials information sheets to the Community Development Director for review and approval prior to the issuance of building permits. The approved final colors and materials shall conform to the approved plans submitted in support of this Permit, and shall be reflected on plans submitted for building permit.

16. The Applicant shall maintain the Subject Property in compliance with property maintenance standards as set forth in LHMC Chapter 9-74. This includes prohibitions on outdoor storage and maintenance of the premises that causes obnoxious odors.

17. No permanent overhead utilities shall be installed.

PERIODIC REVIEW

18. Annually, not less than forty-five (45) days nor more than ninety (90) days prior to the anniversary of the DA Date, the Applicant shall submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of the DA pursuant to the requirements of LHMC Section 9-84.060 and the DA.

FINAL MAP OR CERTIFICATE OF COMPLIANCE APPROVAL BEFORE BUILDING PERMIT

19. Prior to the issuance of a building permit for any proposed building, the Applicant shall obtain either (1) Final Map approval from the City Council or (2) a certificate of compliance, as applicable, for the proposed lot on which a proposed building permit is requested and record the Final Map or Certificate of Compliance. Evidence of recordation of the Final Map or Certificate of Compliance shall be provided to the Public Works Director and Community Development Director prior to the issuance of the requested building permit.

PROJECT PHASING

20. The Project shall be developed in accordance with the scope and timing provisions of the Amended and Restated DA, with each referred to hereafter as a "Phase."

TEMPORARY SITE ACCESS, AND PARKING PLAN

21. Prior to the issuance of the first building permit for each phase, the Applicant shall provide a plan that demonstrates how existing tenants remaining in operation during Project construction will be provided with adequate parking, parking lot circulation, and vehicular and pedestrian access. The plan shall ensure each building maintains the following: 1) adequate site access (vehicular and pedestrian); 2) adequate parking; 3) access to public and private transportation facilities; and 4) utility services. In approving the plan, the Public Works Director and Community Development Director may consider the historical vehicular and pedestrian connections between the Subject Property and adjacent properties, and the location of existing signalized driveway entrances/ exits. The Applicant shall ensure improvements to remain, or any new improvements required in the approved plan, are maintained in a safe condition for the use of vehicles and pedestrians for as long as the improvements are needed to serve affected buildings until the Project is completed. The Applicant shall maintain safe emergency access at all times during construction. Prior to City approval of the plan, the Applicant shall obtain approval of the Orange County Fire Authority (OCFA) and provide proof of OCFA approval to the Community Development Director. As reasonably determined by the Community Development Director and Public Works Director, the plan shall be implemented and periodically updated prior to the approval of subsequent grading or building permit requests by the

Applicant until all Site Improvements are completed. Further, adjustments to the location of the visual barrier required by Condition 82 shall also be made subject to the reasonable review and approval of the Directors prior to the issuance of every grading or building permit.

22. The total number of temporary or special events authorized in Lots 23 and 24 by a party other than the Applicant during construction phasing shall not exceed twelve (12) per calendar year and shall be subject to City review and approval, with exception of the annual pumpkin patch and Christmas tree farm events. An event that spans multiple consecutive days shall be considered one (1) event. Anything over this number of special events shall be subject to a separate Conditional Use Permit.

CONSTRUCTION OF STREET AND SITE IMPROVEMENTS

23. Unless the context dictates otherwise, whenever a Condition herein requires the Applicant to construct and/ or install a street segment, such construction and/ or installation shall include travel lanes, sidewalks, bike lanes, parking, enhanced paving, street and pedestrian lighting, and landscaping as depicted on the Plans, in accordance with the scope and timing provisions of the Amended and Restated DA. Further, unless the context dictates otherwise, whenever a Condition herein requires the Applicant to construct and/or or install “Site Improvements”, such construction and/or installation shall include but not limited to perimeter and interior parking lot landscaping and irrigation, pedestrian walkways, parking lot and pedestrian lighting, parking and their associated aisles, water quality and hydromodification improvements, and signs and entry features.

24. Prior to the issuance of the certificate of occupancy for the Senior Affordable Housing building located within Lot 27 of Vesting Tentative Tract Map No. 19123, the Applicant shall complete the construction of limited private street improvements on Calle de Los Caballeros between Calle de La Louisa and Avenida de la Carlota as follows: (1) construction of curb and gutter on the south side of the private street, (2) a thin asphalt concrete overlay for the ultimate width of the private street as an interim private street, and (3) private street improvements that connects the Subject Property and the Oakbrook Village Shopping Center ("Oakbrook Village") property including, to the extent feasible as determined by the Community Development Director and in consultation with and with the cooperation of Oakbrook Village, ADA-compliant pedestrian connections at the existing vehicular connection between the two properties (collectively, the "coordinated improvements"). Prior to the issuance of a certificate of occupancy for any building within Phase Two Required Improvements, the Applicant shall complete the construction of remaining private street improvements on Calle de los Caballeros between Calle de La Louisa and Avenida de la Carlota including, without limitation, remaining curb, gutter, sidewalk, irrigation systems, base asphalt concrete paving of the private street, pedestrian walkways, crosswalks, lighting, and ADA access improvements, and any other street improvements that connects the Subject Property and Oakbrook Village. The coordinated improvements connecting the

Subject Property and Oakbrook Village are intended to create coordinated and compatible linkages between the Subject Property and the Oakbrook Village property as required by the Urban Village Specific Plan. Prior to the approval of grading or site improvement plans pertaining to Calle de Los Caballeros and the connecting street between the Subject Property and Oakbrook Village, the Applicant shall use reasonable commercial efforts to coordinate the planning, design, construction, and installation of the coordinated improvements with the owner(s) of the Oakbrook Village property and shall work with the Community Development Director and Public Works Director to facilitate such coordination. To the extent reasonably feasible, colors, materials, finishes, textures, concrete or concrete paver patterns (or similar materials), landscape planting palette, landscape design, plant spacing, and ground cover materials to be used in coordinated improvements shall match those to be constructed or installed on the portions of the Oakbrook Village property adjacent to the Subject Property. In complying with this condition, the Applicant shall only be responsible for improvements on the Subject Property. Prior to the construction of any improvements, the Applicant shall submit for review and approval, private street improvement plans and landscaping plans, for review and approval by the Community Development Director and Public Works Director. All coordinated improvements shall also be depicted on improvement plans and shall be reviewed and approved by the Community Development Director prior to their construction or installation. The Community Development Director shall have the sole discretion to approve Applicant requested modifications to (1) vehicular and pedestrian connections or other coordinated improvement plans, and (2) the time schedules for the Applicant to complete construction and/or installation of any coordinated improvements to the extent reasonably necessary to facilitate coordination with the construction and/or installation of corresponding adjacent improvements on the Oakbrook Village property, if any. In the event the time for Applicant to complete coordinated improvements is extended, the Applicant, with the approval of the Community Development Director, shall install such temporary sidewalk, lighting, private street, or other improvements needed to ensure adequate interim access within the Subject Property and/or to the Oakbrook Village property, subject to the review and reasonable approval of the Community Development Director. In no case shall extensions for the completion of final improvements extend past the issuance of a certificate of occupancy for any building within Phase Two Required Improvements.

25. Prior to the issuance of a certificate of occupancy for each Hotel, the Applicant shall complete construction of all of the “Site Improvements” (such construction and/ or installation shall include but not be limited to perimeter and interior parking lot landscaping and irrigation, pedestrian walkways, parking lot and pedestrian lighting, parking and their associated aisles, water quality and hydromodification improvements, and signs and entry features) associated with the Hotel subject to the review and approval of the Community Development Director and Public Works Director.

26. Prior to the issuance of a certificate of occupancy for any building within a Lot identified on VTTM No. 19123, the Applicant shall complete construction of all Site Improvements within the lot subject to the review and approval of the Community Development Director and Public Works Director.

PARKING

27. For purposes of the Project Parking Use Permit the applicant has represented that the project will include the following and which the City reviewed in a corresponding parking analysis:

    a. 130,490 SF GLA of shopping center uses (including shopping center-type food and beverage/small dining uses)
    b. 32,725 SF of high-turnover (sit-down) restaurants
    c. 239 hotel rooms (2 hotels: 119 rooms, 120 rooms)
    d. 78 DU single-family detached residential
    e. 72 DU duplex/single-family attached residential
    f. 249 DU multi-family (low-rise) residential
    g. 1,101 DU multi-family (mid-rise) residential

    If at any time in the future, the Community Development Director determines, in his or her reasonable application of the requirements of the Parking Use Permit, that a parking and circulation study is necessary to address parking and/or circulation issues relative to any change in any use or any portion of any use (i.e., a change in the mix of uses depicted above) in the Project, the Applicant shall, at its sole cost and expense, be responsible for the cost of a parking and circulation study prepared by a licensed/ registered traffic engineer. The Applicant shall, at its sole cost and expense, be responsible for implementation costs of any reasonable changes to Project parking and circulation deemed appropriate by the Community Development Director related to such impacts based on the findings of such study. If required by the Community Development Director, the Applicant shall provide a deposit to the City in an amount determined by the Community Development Director to allow the City to retain a licensed/ registered traffic engineer to review any studies prepared by the Applicant to satisfy this condition. The amount paid to the City by the applicant shall be in accordance with a written proposal obtained by the City pursuant to its Purchasing Ordinance.

28. The Applicant submitted a parking analysis in support of its application for a Parking Use Permit as described in Section 3 of Resolution No. PA2026-X. For each increment of development, the Applicant shall provide no less than the required parking in accordance with the requirements of the UVSP (Section V-Parking) and LHMC as modified by these conditions of approval. The Applicant may construct interim parking areas on undeveloped portions of the site provided the interim parking areas comply with the requirements of the UVSP and LHMC. At the issuance of every building permit or change in use or occupancy, the

Applicant shall provide proof of compliance with the City's parking requirements to the Community Development Director utilizing the parking methodologies permitted within the UVSP and LHMC. The Applicant shall propose and implement parking enforcement measures to ensure that parking spaces required for non-residential uses remain available to employees, patrons, and guests of the approved retail, restaurant, hotel uses on the Property, and that such parking spaces are not utilized as either (1) additional residential parking by residents or guests of the residential buildings on the Property, or (2) additional parking for employees, patrons, patients, or visitors of the adjacent Saddleback Medical Center on the Property. Such measures may include, without limitation, enforceable parking use or duration restrictions, posting of signage to enable towing of unauthorized vehicles consistent with California Vehicle Code Section 22658, the employment of on-site parking control personnel, and/or other measures reasonably determined by the Community Development Director to be sufficient to ensure non-residential parking spaces on the Property remain available for the non-residential uses and are not improperly utilized by employees, patrons, patients, or visitors of the adjacent Saddleback Medical Center. Such implementation measures shall be included in the Covenant Agreement required by Condition 42.

29. Prior to the implementation of any shared or joint use of parking on the Subject Property, the Applicant shall prepare a Parking Management Plan to the Community Development Director and Public Works Director for review and approval per LHMC Section 9-44.070. The Parking Management Plan shall include the following strategies at a minimum.

    a. Valet service for the hotel, retail, and restaurants;
    b. Manage employee demand in more remote parking areas through an employee parking permit program;
    c. Coordinate special events;
    d. Add signage prohibiting hospital and other medical office parkers from parking on site;
    e. Designate pick-up/drop-off areas on site;
    f. Designate shuttle stops on site (that serve Laguna Woods, Laguna Hills Transportation Center, hospital, and medical office);
    g. Provide bicycle racks, bike share facilities, and EV charging stations on site;
    h. Reasonable and effective parking enforcement measures to ensure the required parking spaces intended to serve the non-residential uses on the Property remain available to employees, patrons, and guests of the approved retail, restaurant, hotel uses on the Property, and that such parking spaces are not utilized as either (1) additional residential parking by residents or guests of the residential buildings on the Property, or (2) additional parking for employees, patrons, patients, or visitors of the adjacent Saddleback Medical Center on the Property. The Applicant will install signage in compliance with

California Vehicle Code Section 22658 notifying the public that public parking is prohibited, and that vehicles parked in violation of the posted parking requirements will be towed at the vehicle owner's expense. Posted signage will make clear that owners and visitors of residential buildings are prohibited from parking in commercial spaces;

i. Parking, with the exception of valet parking, will be free of charge to retail customers.

The Parking Management Plan shall include details describing when and how the strategies will be implemented including days of the week, time of day, locations, equipment and/ or personnel to be included, permanent and temporary fixtures, and any other information determined by the Community Development Director to be necessary.

TRIBAL CULTURAL RESOURCES

30. Prior to the commencement of ground-disturbing activities in any area where soil disturbance is greater than the depth of current foundations present on a project site, or in areas where the disturbance activities extend into native soils exceeding a depth of five (5) feet, the project applicant or developer shall retain a Native American Monitor to monitor ground-disturbing activities as described below. Only one monitor shall be required to be present on-site at any given time during ground-disturbing activities, unless otherwise agreed upon by the project applicant.

a. A Native American Monitor shall be from the Gabrieleño Band of Mission Indians – Kizh Nation (Kizh) or Juaneño Band of Mission Indians – Acjachemen Nation 84A (JBMIAN) or Acjachemen Nation – Belardes (Acjachemen) (“consulting tribes”).

b. For the purposes of this requirement, “ground-disturbing activity” includes project activities located inside the project boundary, excluding activities located outside the project boundary or within existing public right-of-way. “Ground-disturbing activity” includes, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching resulting in soil disturbance exceeding the depth of foundations located inside the project boundary, or in areas where the ground disturbance activities extend into native soils exceeding a depth of 5 feet.

c. The project applicant shall make good-faith efforts to execute a single master monitoring agreement with all consulting tribes prior to the issuance of any permit necessary to commence a ground-disturbing activity. The applicant shall provide each consulting tribe with a reasonable opportunity to enter into a single master monitoring agreement. If a consulting tribe does not respond, declines to enter into an agreement, or is otherwise unavailable after reasonable documented efforts, permit issuance may proceed, provided the applicant has complied with the notice and coordination requirements of this condition. The Monitoring Agreement shall address, at minimum:

1. Monitoring requirements and treatment of cultural resources to meet the requirements of the Tribal representative;
2. Tribal monitoring rotation and communication protocols to allow for a rotation of tribal monitoring for a time period of no less than 3 weeks for each consulting tribe. Only one monitor shall be present on-site at any given time during ground-disturbing activities, unless otherwise agreed upon by the project applicant.
3. Communication protocols in the event of an unanticipated discovery of cultural materials;
4. The roles, responsibilities, and authorities of a Native American Monitor;
5. Reasonable accommodation of any tribal ceremonies or blessings requested by a consulting Tribe during construction, to be conducted safely, respectfully, and without materially delaying construction. Records of coordination and confirmation of accommodation shall be submitted to the City upon request.
6. The contact information for each Native American Representative from each consulting tribe.

d. All Native American Monitors shall complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe and the lead agency. Monitoring logs shall identify and describe any discovered Tribal Cultural Resources (TCRs), including but not limited to Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitoring logs will be provided to the project applicant and each consulting tribe no less than every 3 weeks of completed monitoring.

e. On-site tribal monitoring shall conclude upon written confirmation from a designated point of contact for the project applicant to each consulting tribe that all ground-disturbing activities resulting in soil disturbance exceeding a depth of foundations present on the project site, or in areas where the disturbance activities extend into native soils exceeding a depth of 5 feet on the project site or in connection with the project are complete.

f. Prior to the commencement of any ground-disturbing activity, the project applicant shall coordinate a pre-construction meeting with the qualified archaeologist, construction contractor, and Native American Monitor(s) to review the project scope, site sensitivities, monitoring protocols, and discovery procedures.

g. The Native American Monitor(s) shall be provided at least 72 hours' notice of the initiation of ground disturbance and be kept reasonably apprised of changes to the construction schedule. In the event that a monitor is not present at the

scheduled time, work can continue without the monitor present, as long as the notice was given and documented.

31. If TCRs are discovered during ground disturbing construction activities, all construction activities within 50 feet of the discovery shall cease immediately. Work may proceed on different parts of the project site while measures for the cultural resources are being implemented. A Native American Representative from each consulting tribe shall be immediately contacted and invited to assess the significance of the find and make recommendations for further evaluation and treatment, as necessary. If deemed necessary by the City, a qualified cultural resources specialist meeting the Secretary of Interior's Standards and Qualifications for Archaeology, may also assess the significance of the find in joint consultation with Native American Representatives from each consulting tribe to ensure that Tribal values are considered. Work at the discovery location cannot resume until the City, in consultation as appropriate and in good faith, determines that the discovery is either not a TCR, or has been subjected to treatment directed by the City. The construction contractor, qualified archaeologist, and Native American Monitor shall submit a discovery report to the City documenting the find, treatment measures implemented, and confirmation that work did not resume until treatment was completed in consultation with the applicable consulting tribe(s).

    a. If it is determined that the discovered TCR is significant, avoidance and preservation in place shall be preferred.

    b. In the event that preservation in place is demonstrated to be infeasible, mitigation of impacts to the TCR shall be required, and if data recovery through excavation is the only feasible mitigation available, a Treatment Plan shall be prepared and implemented by a qualified archaeologist, in consultation with the City and the consulting tribe(s), that provides for the adequate recovery of cultural information. The consulting tribe(s) shall recover and retain all discovered TCRs in the form and manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural, and/or historic purposes. In the event that more than one consulting tribe claims cultural affiliation with, requests custody of, or recommends different treatment for a discovered TCR, the City shall facilitate good-faith consultation with the consulting tribes, the applicant, and the qualified archaeologist to determine appropriate treatment and disposition consistent with applicable law. If consensus cannot be reached after good-faith consultation, the City shall make the final determination regarding treatment and disposition, after considering the recommendations of the consulting tribes and the nature and context of the resource.

    c. Upon completion of ground-disturbing activities, the Native American Monitor and/or qualified archaeologist shall prepare a Final Monitoring Summary Report documenting all discoveries, all preservation or mitigation measures, and disposition decisions, including correspondence confirming the tribal disposition decision (e.g., reburial, return, or other treatment). The Final Monitoring Summary Report shall be submitted to the City for review and

acceptance, and to each consulting tribe for review and comment, along with copies of confidentiality compliance documentation. The City's acceptance of the report shall determine compliance with this condition, provided the City has considered any timely comments received from the consulting tribe(s).

32. In the event human remains are discovered during ground-disturbing activities, all work shall cease immediately, and a 100-foot buffer shall be established around the discovery area. No further excavation or disturbance of the buffered discovery area or any nearby area reasonably suspected to overlie adjacent remains shall occur until the procedures set forth in this condition have been implemented. Any discovery of human remains/burial good shall be kept confidential to prevent further disturbance.

    a. For purposes of this condition, Native American human remains are defined pursuant to Public Resources Code Section 5097.98(d)(1) as an inhumation or cremation in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. Human remains and grave/burial goods shall be treated alike per Public Resources Code Section 5097.98(d)(1) and (2).

    b. The project applicant shall notify the County Coroner immediately pursuant to California Health and Safety Code Section 7050.5. The Coroner shall provide written documentation of their determination. If the County Coroner determines that the remains are, or are believed to be, Native American, the Coroner shall notify the Native American Heritage Commission (NAHC) within 24 hours. In accordance with Public Resources Code Section 5097.98, the NAHC must immediately notify those persons it believes to be the Most Likely Descendant (MLD) from the deceased Native American.

    c. The MLD shall complete their inspection within 48 hours of being granted access to the site. The MLD and property owner shall consult regarding the treatment and disposition of the discovered remains and any associated funerary objects, burial goods, or grave items consistent with Public Resources Code Section 5097.98. The consultation process shall consider all reasonable and feasible treatment measures and MLD recommendations. Any measures mutually agreed upon through the consultation process, and determined to be legally required and reasonably feasible, shall be incorporated into project implementation. Written confirmation of respectful treatment and/or reburial as directed by the MLD and Tribe shall be submitted to the City upon completion.

33. Prior to the commencement of any ground-disturbing activity, a qualified archaeologist meeting the Secretary of the Interior's Professional Qualification Standards, or Native American Monitor, shall conduct a Worker Environmental Awareness Program (WEAP) for all construction personnel. The WEAP shall inform construction personnel of the types of TCRs that may be encountered, both prehistoric and historical, and the proper procedures to be enacted in the event of an inadvertent discovery of TCRs or human remains. The project applicant shall ensure that all construction personnel are made available for and attend the

WEAP. Documentation demonstrating attendance shall be retained by the project applicant and made available to the City upon request.

LANDSCAPING

34. Prior to the issuance of each building permit within a Phase that contains open space areas accessible to the public, the Applicant shall submit a final landscape and irrigation plan for each building to the Community Development Director for review and approval. The landscape design shall include any improvements the Applicant and Chief of Police Services mutually agree upon that improve pedestrian safety in Project open space areas accessible to the public (i.e. unrestricted access areas) using the principles of Crime Prevention Through Environmental Design (CPTED). Examples of design features to be considered can include, but not be limited to, low walls, steps, raised landscape planters, art, boulders, bollards, berms, and water features.

35. If applicable, for any building permit issued, the Applicant shall pay the full cost for the City to retain a licensed/ registered landscape architect to review the Applicant's proposed landscape and irrigation plans, and inspect the Applicant-installed landscaping to ensure compliance with the approved Project landscaped plans. The amount paid by the Applicant shall be in accordance with a written proposal obtained by the City pursuant to its Purchasing Ordinance. The Applicant shall pay the actual cost of the landscape plan check and inspection services to the City within 30 days of being invoiced by the City for such services.

PUBLIC ART

36. Applicant shall furnish Public Art in connection with the Project pursuant to the terms of the DA ("Owner's Public Art Obligation"). Pursuant to the UVSP, the minimum aggregate value of Owner's Public Art Obligation shall be one-half percent (0.5%) of the total aggregate non-residential and multi-family construction costs of the 2026 Project, which shall be based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of the 2026 Project. The Parties agree that (a) Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation shall be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of this Development Agreement, and (b) that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the provision of actual Public Art on the Property by Owner, as approved by the City, and may not be satisfied through contribution to the City's Public Art In-Lieu Fund. Allowable expenses, construction and material standards, and general location restrictions for all Public Art shall be as set forth in the "Public Art" provisions of Section V, and pages 39-40, of the Specific Plan. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art.

37. Prior to the issuance of each building permit, the Applicant shall submit a final landscape and irrigation plan to the Community Development Director for review and approval. The plan shall demonstrate compliance with LHMC Chapter 9-46 (Landscaping Standards and Guidelines) and LHMC Chapter 9-47 (Landscape Water Efficiency), as may be amended from time to time, including installation of "Smart" landscape irrigation controllers, low precipitation-rate sprinkler heads, and water efficient landscaping, as applicable; and the requirements of the UVSP. Trees installed shall be a minimum one-inch caliper unless otherwise specified in the UVSP. Final landscape and irrigation plans shall include information on minimum spacing between all plant materials except for trees, which shall be planted as indicated on the preliminary landscape plan at a minimum. Upon final inspection of the installed landscaping, the Applicant shall provide additional plant material if approved landscaping is not installed using the correct plant spacing on the approved landscape plan. Final landscape plans shall integrate any future approved art pieces, or other public art from the Project's Public Art Program, in a manner consistent with the Amended and Restated Development Agreement.

38. The Village Park shall include the City-commissioned sculptures in a high visible and accessible area. The Applicant shall coordinate with the artist to determine the final placement, orientation, landscaping, lighting, and pedestrian access to appropriate display and preserve the sculpture pieces. The Applicant shall submit an art installation plan, incorporating the agreed-upon design elements to the Community Development Director for review and approval. The sculptures shall be installed with the completion of the Village Park improvements.

39. In addition to the artwork referenced in Condition No. 38, the Village Park shall include an iconic statement piece that serves as a visual landmark and visual identifier associated with both the City of Laguna Hills and the Village at Laguna Hills. The statement piece shall be of sufficient size, height, massing, and visual prominence to serve as the primary focal point of the Village Park and to be highly visible and readily identifiable from key public viewpoints. The statement piece shall be constructed of permanent materials with a high level of durability and weather resistance and requiring a low level of maintenance. To the extent the Applicant demonstrates to the satisfaction of the Community Development Director that a particular design, material, dimension, or location is infeasible due to engineering, structural, safety, operational, maintenance, or other site-specific constraints, the Community Development Director may approve an alternative that substantially achieves the intent of this condition. The location, design, materials, dimensions, lighting, and maintenance plan for the statement piece shall be subject to the review and approval of the Director and shall be completed with the Village Park improvements or as otherwise agreed to by the Director.

LIGHTING

40. Prior to the issuance of each building permit, the Applicant shall submit a lighting and photometric plan to the Community Development Director for review and approval. The Community Development Director may require additional lighting

located in an adjoining areas if lighting levels at approved pedestrian walkways and internal intersections within the area under construction are insufficient to comply with the requirements of LHMC Chapter 9-40 when completed. Pedestrian and parking lot lighting poles and fixture types shall be consistent with the types depicted in the Urban Village Specific Plan or as otherwise approved by the Community Development Director. The plan shall include a photometric analysis of proposed lighting and shall comply with lighting requirements of the LHMC, including that light and glare shall not be projected beyond the boundaries of the Subject Property. Light fixtures used shall be consistent with Project architecture as reasonably determined by the Community Development Director. The City may withhold issuance of a certificate of occupancy for any building or portion thereof if the lighting associated with such building has not been installed. For parking areas permitted pursuant to the approved Temporary Site Access and Parking Plan, lighting levels shall be consistent with full build out of the Subject Property on the approved Project Photometric plan.

41. Prior to the commencement of construction of any on-site street, the Applicant shall submit a final lighting and photometric plan to the Community Development Director and Public Works Director for review and approval depicting the design and location of vehicle and pedestrian lighting to be installed. Street light poles and fixture types shall be consistent with the types depicted in the UVSP or as otherwise approved by the Community Development Director and Public Works Director. The plan shall include a photometric analysis of proposed lighting and shall comply with lighting requirements of the LHMC, including that light and glare shall not be projected beyond the boundaries of the Subject Property.

42. Outdoor security and other lighting shall be designed and maintained so as not to illuminate beyond the Subject Property. All exterior lights shall be focused inward and away from surrounding uses and adjacent residential properties.

COVENANT AGREEMENT

43. The approved Project is a single, integrated mixed-use development consisting of a mix of residential, retail, hotel, restaurant uses, and related interconnected vehicular and pedestrian facilities, parking facilities, public plazas and open spaces, landscape areas, water features, and public art, on approximately 68 acres of property comprised of several contiguous, but separate, legal parcels and includes approval of a precise plan of development for the entire 68 acre development in accordance with the requirements of the Urban Village Specific Plan. Accordingly, simultaneously with the recordation of a Final Map, MGP FUND X LAGUNA HILLS, LLC and/or any successor owner of any portion of the Subject Property shall enter into and record a single Covenant Agreement (or other appropriate document acceptable to the City) with the City in a form approved by the City Attorney and City Manager. The City Manager shall be authorized to execute the Covenant Agreement on behalf of the City. The Applicant shall provide City with a current title report and/or other evidence satisfactory to the City evidencing title ownership of any portion of the Subject Property at the time of

recordation of the Covenant Agreement. The Applicant shall reimburse the City for all legal costs incurred by the City associated with implementation of and/or compliance with this condition.

At a minimum, the Covenant Agreement shall:

a. Run with the land and be binding upon all current and future owners and tenants of any portion the Subject Property and their respective heirs, successors, and assignees;

b. Evidence and provide record notice of the approved precise plan for development of all portions of the Subject Property as depicted on the plans and specifications submitted to the City in conjunction with this Permit;

c. Require all portions of the Subject Property to be developed, used, and maintained in a manner consistent with this Permit, as it may be amended from time to time, and the pertinent specifications and standards contained in these Conditions of Approval, the UVSP, and the City's Development Code;

d. Provide for, or reference and incorporate, all current or future reciprocal access and parking easements between and amongst the various parcels on the Subject Property that are necessary to implement the integrated mixed- use development reflected in the approved precise plan of development, including all fire lanes as required by the OCFA;

e. Establish maintenance standards acceptable to the City for all exterior Project components and areas of the Subject Property and adjacent portions of the right-of-way which Applicant is required to maintain pursuant to these Conditions, including, but not limited to, vehicular, bicycle and pedestrian facilities, parkways, parking facilities, public plazas and open spaces, landscape areas, furniture and shade structures, water features, public art, signage, bus shelters, utilities, sanitary sewer facilities, and storm water drainage devices, and provide for the allocation of responsibility for maintenance of such components and areas in compliance with such standard sand the funding thereof;

f. Include provisions identifying an entity or entities responsible for ongoing implementation and funding of the Operations and Maintenance (O&M) Plan associated with the Water Quality Management Plan (WQMP) for the Project and compliance with the LHMC Chapter 5-36 and other applicable National Pollutant Discharge Elimination System (NPDES) regulations;

g. Provide that the Covenant Agreement may not be substantively amended or terminated without prior written City approval;

h. Provide that the City may, but shall not be obligated to, enforce the provisions of the Covenant Agreement;

i. Address and assign responsibility for compliance with Covenant Agreement should portions of the Subject Property be, or in the future come, under separate ownership; and

j. Include provisions requiring the Village Park, private streets, sidewalks, bus stops, street furniture, pedestrian pathways, bicycle lanes and pathways, parking areas, and other exterior developed portions of the Property to be accessible and usable by the public, subject to reasonable limitations on public access to address, among other things, public safety, the security of users of the Village Park, reasonable late-night and after-hours restrictions, or occasional private events, which provisions shall be made enforceable by the City.

BUILDING CODE REQUIREMENTS

44. The Applicant shall be responsible for ensuring all applicable building permits are obtained for any activity requiring a permit. Construction shall comply with the current California Building, Plumbing, Mechanical, Electrical, and Green Building Codes, as may be amended, or the applicable California Building Code in effect at the time of building permit issuance. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work to the reasonable satisfaction of the Community Development Director.

45. Prior to issuance of any building permit, the Applicant shall submit to the Community Development Director all required approvals from the Orange County Health Department.

46. Prior to issuance of each building permit, the Applicant shall submit to the Community Development Director all required approvals from the OCFA.

47. Prior to issuance of each building permit for the demolition of any existing building, the Applicant shall submit to the Community Development Director evidence of all required approvals from South Coast Air Quality Management District or provide verification of plan submittal, as applicable.

48. Prior to issuance of each building permit, the Applicant shall submit a Construction and Demolition Waste Recycling Program application to the Community Development Director, if applicable, as required by LHMC Chapter 5-48.

49. The Applicant shall demonstrate compliance with all applicable building energy efficiency standards established by the California Energy Commission that are in effect at the time of the issuance of any permit.

BUS FACILITIES

50. Prior to the construction of improvements on Calle de la Louisa, the Applicant shall work with the Orange County Transportation Authority (OCTA) and provide bus stop(s) along Calle de la Louisa, as requested by OCTA or City. Bus stop location for OCTA facilities shall be constructed in accordance with the OCTA standards. The Applicant shall provide bus stop furniture to the reasonable satisfaction of the Community Development Director and Public Works Director to include, but not be

limited to, benches, trash receptacles and shade opportunities that will be maintained by the Applicant.

51. Prior to the issuance of a grading permit for Phase Two Required Improvements, the Applicant shall prepare and submit plans for the review and reasonable approval of the Community Development Director and the Public Works Director demonstrating the ability of the Project to provide private bus stops, turn out lanes and related improvements for bus service access to the Subject Property, without causing an impediment to traffic lanes, bicycle lanes or pedestrian facilities. At least one (1) permanent private bus stop shall be provided located on the west side Calle de La Louisa west of the Village Park with the other stop on the east side of Calle de La Louisa west of Hotel 2. Other permanent bus stops that may be required shall be provided with furniture to include, but not be limited to, benches, trash receptacles and shade structures, canopies, and/or landscaping that provide pedestrian shade. Proposed private bus stops shall be maintained by the Applicant. The features in the approved plans shall be installed concurrently with the construction of Site Improvements, and shall be constructed to the reasonable satisfaction of the Community Development Director and Public Works Director. Prior to issuance of a Certificate of Occupancy for the any building located within Phase Two Required Improvements or final inspection of the Village Park, whichever occurs first, the private bus stop located on the west side of the Village Park shall be constructed, inclusive of furniture, trash receptacles and shade opportunities.

SIGNS

52. Lighted signs shall comply with LHMC Section 9-42.060 (lighting requirements).

53. Prior to the issuance of the certificate of occupancy for any building within Phase One Required Improvements, the Applicant shall design and construct a Perimeter Entry Feature for the southwest corner of El Toro Road and Avenida de la Carlota and on the second entry drive southbound on Avenida de la Carlota as shown on Figures 21 and 25 of the UVSP. Ledgestone used for the project shall be Bear Canyon ledgestone, or equivalent. Ledgestone shall be installed in a dry-stack application (no visible mortar joints). Construction plans shall denote the approved material. Plans are subject to the review and reasonable approval of the Community Development Director and Public Works Director.

54. The enhancement of the Entry Monuments, consisting of walls, pilasters, lighting and architectural elements on the southerly side of El Toro Road, on either side of The Village Drive", included within the Project Master Sign Program, shall require, in addition to any other permits, a Public Property Encroachment Permit issued by the Public Works Director prior to performing any work. The Applicant shall repair any damages incurred to the City maintained landscaping and irrigation at these locations as a result of the enhancements and shall maintain the new signage features to the reasonable satisfaction of the Public Works Director.

55. Except as otherwise approved by the Community Development Director, Directional Signage (Signs B1 to B5; C3) in the Project Master Sign Program shall be included as part of the completion of Site Improvements required in a Phase. The Community Development Director may exercise discretion in the timing of the installation of Directional Signage to accommodate construction of buildings, landscaping, and walkways located in close proximity to proposed signage, provided Directional Signage is not required for emergency access, in which case the requirements of the OCFA (if any) shall be met. Directional Signage to be installed in the Village Park shall be installed concurrently with the completion of the park improvements.

56. Any wall sign shall be approved by the Community Development Director prior to the issuance of a sign permit for the proposed sign.

DIGITAL DISPLAY

57. The digital display proposed in the Village Park depicted on Page 49 / Plan Sheet RT 2.26 Plans ("Digital Display") is subject to the following requirements:

    a. For the purposes of this condition of approval, Digital Display shall mean the approximately 200 square foot digital screen located on the west side of the Village Park.

    b. Prior to issuance of building permits for the Digital Display, the Community Development Director shall review and approve the design/materials, location, and operational details (e.g., illumination, maintenance plan, sound system, etc.).

    c. Digital Display Illumination Measurement Criteria: The illuminance of the digital display shall be measured with an illuminance meter set to measure foot-candles accurate to at least two decimals. Illuminance shall be measured with the Digital Display off, and again with the Digital Display displaying a white image for full color capable Digital Display. All measurements shall be taken perpendicular to the face of the Digital Display. The Community Development Director shall have the authority to review and approve proposed illumination for compliance with these conditions of approval and the Municipal Code, and may modify the illumination standards referenced herein provided that the illuminance measurements are prepared by a qualified engineer.

    d. Illumination Limits: The difference between the off and solid-measurements using the Digital Display Illumination Measurement Criteria shall not exceed 0.3 foot-candles.

    e. Dimming Capabilities: The Digital Display shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed automatically dim according to ambient light conditions, or that can be adjusted to comply with the 0.3 foot-candle measurements.

f. City Content: From time to time the City may request, and Owner shall reasonably allow, the City to place content on the sign free of charge on a space available basis not to exceed five (5) percent of total operating hours of the sign.

g. Operating Hours: The operation of the Digital Display shall be prohibited between the hours of 10:00 pm to 7:00 am. Additional operating hours may be granted in conjunction with a request for a Temporary Use Permit for outdoor events pursuant to LHMC Chapter 9-62.

h. Maintenance: The Digital Display shall be properly maintained. Defective parts shall be replaced. The Community Development Director shall have the authority to order Applicant to repair the Digital Display if it is found to be defective, damaged, or substantially deteriorated, as established by visual inspection.

PARK FEES

58. Payment of the City's public park in-lieu fees shall be made by the Applicant as required by the terms and conditions of the Amended and Restated DA. Otherwise, payment of the City's public park in-lieu fees shall be made by the Applicant pursuant to LHMC Chapters 8-06 or 8-07.

PUBLIC SAFETY

59. Prior to the issuance of a permit for the construction of any surface parking, the Applicant shall confer with Orange County Sheriff's Department (OCSD) to identify the locations of preferential parking for police vehicles. Up to four (4) designated parking spaces for police vehicles shall be provided subject to the approval of OCSD, including corresponding signage identifying the spaces for emergency vehicle parking only, which shall be subject to the approval of the Community Development Director. The number of spaces required may be reduced or eliminated subject to the review and approval of the Chief of Police Services.

60. For any vehicle or pedestrian gate limiting access to any portion of the site, the Applicant shall install a limited access device allowing emergency access to OCFA and OCSD. Such vehicle and pedestrian gates shall be reviewed and approved by OCFA and OCSD prior to the issuance of a building permit for conformance with the respective agencies' requirements for limited access devices.

PUBLIC WORKS

61. No work shall be performed within the public right-of-way by the Applicant or its agents until a public property encroachment permit is issued by the Public Works Director and applicable fees have been paid.

62. Construction equipment and materials deliveries shall not access or depart the Subject Property during morning or evening peak periods, which are 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., Monday through Friday. The Applicant shall

provide a construction vehicle equipment and materials delivery routing plan for approval by the Public Works Director prior to any demolition, grading or construction work.. El Toro Road at Regional Center Drive shall not be utilized as a project access by any construction equipment, unless otherwise approved by the Public Works Director. No work that may interfere with traffic flow along El Toro Road and/or access to the I-5, as determined by the Public Works Director, shall occur during the month of December of each calendar year.

63. It shall be the Applicant's responsibility to protect-in-place all existing public improvements. The Applicant shall repair or replace, to the reasonable satisfaction of the Public Works Director, any public improvements that are damaged, removed or destroyed as a result of the Project construction. Such replacement or repair work shall be implemented within 10 working days of notice by City and, in any event, shall be completed prior to issuance of any final certificate of occupancy for a building adjacent to the public improvements.

64. All public improvements shall be constructed and completed to the reasonable satisfaction of the Public Works Director prior to the recordation of each Final Map, or on a schedule as otherwise described herein, or the Applicant shall enter into the City's form Subdivision Improvement Agreement, including the posting of securities to guarantee the completion of the public improvements on a schedule as approved by the Public Works Director, and all as approved by the City Attorney and Public Works Director.

65. Final Maps shall be prepared in accordance with City, County, and State requirements, standards, and laws. The Applicant shall submit each Final Map for plan check to both the Public Works Director and pay all applicable plan check fees to both agencies. The Applicant shall submit a current title report, supporting documents, and traverse closure calculations for plan check. Prior to recordation of each Final Map, for existing easements that directly conflict with future building locations, the Applicant shall provide executed quit claim, plat and legal extinguishment documents in recordable form to the reasonable satisfaction of the Community Development Director and Public Works Director. The approved executed extinguishment documents shall be recorded prior to building permit issuance and following removal of facilities that conflict with future building locations. Following the recordation of each Final Map, the Applicant shall provide the City with both an electronic copy, in a form acceptable to the Public Works Director, and a duplicate Mylar of the recorded Map.

66. Prior to release of any grading and improvement bonds for all proposed Vacations and Dedications of public right-of-way, as shown on VTTM No. 19123, the Applicant shall post a bond, in an amount and form as reasonably determined by the Public Works Director, guaranteeing that the vacations and dedications are executed.

    a. The applicant shall submit a formal request to the City of Laguna Hills for any proposed Street Vacation, as shown on VTTM No. 19123, pursuant to

the Division 9 Part 3 Chapter 3 of the Streets and Highways Code (SHC) for General Vacation Procedure.

67. Any existing survey monumentation disturbed, destroyed, or removed during construction shall be restored by a California Licensed Land Surveyor, and Corner Records shall be filed with the Public Works Director and County Surveyor, within 180 days of disturbance of the monument, in accordance with State Law and standards of the County Surveyor.

68. The Applicant shall prepare and submit rough and precise grading plans, drainage improvement plans, site improvement plans and Storm Water Pollution Prevention Plan/Erosion Control Plans, under the supervision of a State of California licensed/ registered civil engineer, on 24"x 36" sheets at a scale acceptable to Public Works Director. Final plan sheets shall be printed on Mylar. Upon completion of construction, the Applicant shall provide the City with drawings of record in both an electronic copy, in a form acceptable to the Public Works Director, and a duplicate Mylar of the plans.

69. All grading plans shall be designed and all grading shall be performed in accordance with the City's Grading and Excavation Code and grading plan checklist. The applicable grading plan shall be approved by the Public Works Director prior to the issuance of any building permits for any new buildings on the Subject Property.

70. Concurrently with the submittal of any grading plan, a separate final hydrology and hydraulic analysis report, in accordance with the then current County of Orange Hydrology Manual, for the Subject Property shall be provided to the Public Works Director for review and approval. The grading plan shall include a drainage plan, which shall provide 100-year storm protection at one foot below all finished floor elevations, collect 25-year storm flows in sump conditions into drainage devices and collect 10-year storm flows in all other cases into drainage devices, not including the required hydromodification retention of flows. During 100-year storm events, one travel lane in each direction on primary internal access roads shall be free of inundation, open and passable as approved by the Public Works Director. No onsite development shall impede the functionality of any existing drainage devices in the public right of way. The hydraulic analysis shall demonstrate the above specifications are met. No concentrated drainage shall be allowed onto public driveways or sidewalks and stormwater drainage shall be conveyed to the storm drain system prior to crossing of the public right of way.

71. Prior to the issuance of a grading permit within a Lot identified on VTTM No. 19123, all existing private storm drain pipes of 18" diameter or greater to remain in place upon the completion of all Site Improvements in each Lot shall be inspected, photographed/videotaped and logged by the Applicant as to their condition, including but not limited non-destructive testing, to confirm their ability to support live and dead loads of the planned development and identify the long term viability of the existing drainage systems to function as designed. The design Civil Engineer

and/or Soils/Materials Engineer shall attest to the condition of these drainage systems and submit their findings to the Public Works Director for review and approval. Prior to the issuance of each certificate of occupancy for any Lot identified on VTTM No. 19123 covered by the applicable grading permit, any storm drain pipes, private or public, determined by the Public Works Director to not meet current standards shall be removed and replaced, or rehabilitated, to the reasonable satisfaction of the Public Works Director.

72. The Applicant shall fulfill its obligation to perform a planned relocation of a portion of the 66" storm drain lines, as identified on the approved Plans. The relocation shall be accomplished such that existing drainage patterns are not disturbed. The existing 66" storm drain line shall remain operational while the new storm drain alignment is constructed. The disconnection of the existing 66" storm drain line shall not occur between October 1 and April 30 in any given year and shall not occur otherwise if there is a prediction of any precipitation within seven days of, or during, the planned disconnection of said 66" storm drain line. The connection of the existing 66" storm drain line to the relocated and new 66" storm drain line shall be fully completed within fourteen (14) calendar days. The Applicant shall submit a constructions schedule for review and approval prior to the start of work. The 66" storm drain shall continue to accept public and private storm waters as it currently is configured and convey said water without disruption of the hydraulic grade line from the easterly boundary of the Project to Aliso Creek. Upon completion of the new 66" storm drain line located on the Subject Property, the Applicant shall have this storm drain system inspected, cleaned, and repaired, as needed, from the Avenida de la Carlota to Calle De La Louisa.

73. Prior to the issuance of a building permit for any building, the Applicant shall demonstrate to the reasonable satisfaction of the Public Works Director that adequate building setbacks have been provided allowing construction excavation/access to, and maintenance of, private storm drains. Building setbacks may range from a minimum of 15' to an estimated maximum of 25' in width, depending upon the size and depth of the storm drain pipes, to the reasonable satisfaction of the Public Works Director.

74. Concurrently with the submittal of any grading plan, the Applicant shall submit a Final Geotechnical report prepared by a State of California registered/ licensed Engineering Geologist for approval by the Public Works Director. The report shall include an evaluation of area geology, onsite soils, and earthquake potential and provide recommendations on pavement sections, building foundations, water table impacts, and a discussion of the functionality of the hydromodification and water quality features relating to infiltration rates.

75. All new parking lots, drive aisles, and private streets shall be constructed of asphalt concrete over crushed aggregate base over subgrade, or equal, and compacted to a relative compaction of 95% or as required by the soils engineer of record in the Final Geotechnical Report. The structural pavement thickness shall be equivalent to no less than 4" AC over 6" AB, or more, for drive aisles, and 4" AC

over 4” AB for all other areas, or more, as required by the soils engineer of record and approved by the Public Works Director.

76. The Project, as hereby approved, does not trigger payment of the traffic impact mitigation fee in accordance with Chapter 9-102 of the LHMC. If, however, there are future amendments or modifications to the Project, prior to issuance of any building permits, the Applicant shall, pursuant to Chapter 9-102, pay a traffic impact mitigation fee, if applicable.

77. Prior to the issuance of any building permit, the Applicant shall pay, and provide City with evidence of payment of, all fees required by public agencies other than the City, whether or not collected by the City, including, but not limited to, the fees imposed pursuant to the County of Orange’s major thoroughfare and bridge fee programs known as the Coastal Area Road Improvements and Traffic Signal (CARITS) program, and the Moulton Parkway/Laguna Niguel (MP/LN) programs, and by OCFA, the El Toro Water District. (ETWD), the San Joaquin Hills Transportation Corridor Agency, and the Saddleback Valley Unified School District.

78. Concurrently with the submittal of any grading plan and prior to issuance of each grading permit, the Applicant shall submit for review and approval by the Public Works Director a Final Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on-site to control predictable pollutant run-off. This WQMP shall identify Low Impact Development (LID) BMPs and routine structural and non-structural measures specified in the current Orange County Drainage Area Management Plan (DAMP) and the San Diego Regional Water Quality Control Board (SDRWQCB) requirements applicable to each parcel under development. This WQMP shall:

    a. Address site design BMPs (as applicable) such as minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, conserving natural areas, preserving trees, and retaining existing site hydrology to the maximum extent practicable;

    b. Replicate the pre-development hydrologic functions through site preservation, infiltration, retention, detention, evapotranspiration, and filtration treatment systems (hydromodification).

    c. Incorporate applicable routine source control BMPs as defined in the DAMP and provide a detailed description of their implementation;

    d. Incorporate applicable treatment control BMPs as defined in the DAMP;

    e. Implement Low Impact Development (LID) BMPs to reduce runoff to the maximum extent practicable.

    f. Include full capture trash and debris systems consistent with SDRWQCB Order No. R9-2017-0077 (or as may be amended) and per the approval of the Public Works Director.

g. Include an Operation and Maintenance (O & M) plan that identifies the mechanism(s) by which long-term O & M of all post construction BMPs will be provided and funded, the schedule for O & M and the responsible party for the O & M.

h. Conform to hydromodification criteria. The Applicant shall document compliance with hydromodification criteria by providing calculations consistent with the Grading Plan and WQMP and in accordance with the SDRWQCB NPDES Order No. R9-2013-0001, Section E.3.c(2), as amended by Order Nos. R9-2015-0001 and R9-2015-0100, or as may be superseded or further amended. Hydromodification calculations shall only be made by using the South Orange County Hydrology Model as provided by the County of Orange.

79. Prior to issuance of the first grading permit, the Applicant shall submit a copy of the State issued Notice of Intent (NOI) indicating that coverage has been obtained under the National Pollutant Discharge Elimination System (NPDES) State General Permit for Storm Water Discharges Associated with Construction Activity from the State Water Resources Control Board. Evidence that the NOI has been obtained shall be submitted to the Public Works Department. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the current SWPPP shall be kept at the Subject Property and be available for City review on request. In addition, the Applicant shall include notes on the grading plans indicating that the Project will be implemented in compliance with the Statewide Permit for General Construction Activities.

80. The Applicant shall overseed, irrigate, and/ or treat with a dust palliative any soil on the Subject Property exposed as a result of any demolition work and/or grading work, and which is not otherwise undergoing continuous construction for any 45-day period, such that blowing wind shall not generate soil movement of any kind. The growth of any plant material on any land not undergoing continuous construction shall always be controlled to a height of not more than 12 inches.

81. Each underground storm water storage device subject to traffic loads shall meet American Association of State Highway and Transportation Officials (AASHTO) H20 loading standards or higher, as may be amended, as recommended by the soils engineer of record and to the reasonable satisfaction of the Public Works Director.

82. Prior to grading permit issuance for Phase One or Phase Two the Applicant shall install a visual barrier facing all public streets adjacent to the development area, or install other comparable perimeter screening materials subject to the reasonable satisfaction of the Community Development Director and Public Works Director.

83. Prior to the issuance of the first grading permit, the Applicant shall pay the City the full cost to purchase and install new debris gates and full capture trash screens to fit into existing catch basins, for all existing catch basin inlets serving Avenida de

la Carlota and El Toro Road along the frontage of the Project, as determined by the reasonable discretion of the Public Works Director, to include the following:

a. Catch Basin #97 located on the southerly side of El Toro Road approximately 152' westerly of the centerline of Avenida de la Carlota.

b. Catch Basin #61 located on the westerly side of Avenida de la Carlota approximately 709' southerly of the centerline of Plaza Lane / Project Driveway (private street intersection).

c. Catch Basin #178 located on the westerly side of Avenida de la Carlota approximately 448' northerly of the centerline of Oakbrook Village (private street intersection).

84. Prior to issuance of certificate of occupancy in any Lot within VTTM No .19123, the Applicant shall install debris gates and full capture trash screens into any private catch basin inlets within the Lot simultaneously with the completion of Site Improvements on the Lot being improved. The Applicant shall include the regularly scheduled maintenance and cleaning of these private devices in the Final WQMP, all in accordance with State of California Water Resources Control Board and the City of Laguna Hills standards in effect at the time of the issuance of a certificate of occupancy.

85. As Applicant is proposing the construction of a traffic signal at the intersection of Avenida de la Carlota and the extension of Health Center Drive, prior to the issuance of the first certificate of occupancy for any building in Phase One Elective Improvements , the Applicant shall submit a Traffic Signal Construction Bond in a form deemed acceptable to the Public Works Director and City Attorney in the amount of $500,000, and shall prepare plans for the construction of a traffic signal at the intersection of Avenida de la Carlota and the extension of Health Center Drive. The design of the Traffic Signal shall be prepared by a State of California Licensed/Registered Civil Engineer or Traffic Engineer and the Applicant shall submit the plans to the Director of Public Works for review and approval. Within six months of the approval of said Traffic Signal design, the Applicant shall construct and install said Traffic Signal and all ancillary improvements and equipment to the reasonable satisfaction of the Director of Public Works. Prior to the completion of construction of the Traffic Signal, if needed, the Applicant shall dedicate a traffic signal maintenance easement for any traffic signal equipment located on the Subject Property.

86. Prior to the issuance of the final certificate of occupancy for the last building on Lot 18, Lot 19 or Lot 21, whichever Lot is completed first, within VTTM No. 19123, the Applicant shall cause a Traffic Signal Warrant Analysis to be performed by a State of California Licensed/Registered Civil Engineer or Traffic Engineer to determine if the intersection of Paseo de Valencia at Calle de los Caballeros should be converted to a fully operational intersection and be provided with a traffic signal. If said Warrant Analysis does not meet at least one CA MUTCD Warrant by this initial analysis, the Applicant will reasonably evaluate if alternative traffic controls, other

than a traffic signal, can be implemented to address the traffic conditions. If the Traffic Signal is warranted by this initial analysis, the Warrant Analysis shall be repeated prior to the issuance of the final certificate of occupancy for the last building on Lot 18, Lot 19 or Lot 21, whichever Lot is completed second, within VTTM No. 19123 and be submitted to the Public Works Director for review. If the Traffic Signal is warranted, the City will reasonably evaluate if alternative traffic controls, other than a traffic signal, can be implemented to address the traffic conditions. However, if as reasonably determined by the Public Works Director the traffic signal is appropriate to address the traffic conditions, the Applicant shall contribute a pro-rata share of funding for the full cost of the design and construction of said signal and related ancillary improvements and equipment (as specified in Condition No. 87). Prior to the issuance of the certificate of occupancy for the last building on Lot 18, Lot 19, or Lot 21, whichever Lot is completed last, a deposit shall be provided to the City in an amount equal to the Project's pro-rata share of traffic contribution to the intersection of the cost of such design and construction, as reasonably determined by the Public Works Director. In the event the Project's pro-rata share of the full documented cost to design, construct, and install the signal and related improvements and equipment exceeds the amount of the deposit, depositor shall pay City the difference within thirty (30) days of written request by City. In the event the Project's pro-rata share of the full documented cost to design, construct, and install the signal and related improvements and equipment is less than the amount of the deposit, City shall refund depositor the difference within thirty (30) days after completion of the construction and installation of the signal and all related improvements and equipment, as evidenced by a notice of completion issued by the City.

87. The design of any new traffic signals shall be to the standards of the City of Laguna Hills and Caltrans Standard Plans and Specifications and shall include, but not be limited to, City-required LED illuminated street name signs, hard wire fiber optic interconnection and communication equipment to all adjacent traffic signals, City-selected traffic signal controller, City-selected video or radar detection equipment, CCTV pan-tilt-zoom camera, City-selected emergency vehicle preemption equipment, ADA accessibility improvements, and any other necessary ancillary improvements as determined by the Public Works Director. The Applicant shall provide the City the pro-rata share of funding to purchase equipment in advance of the Applicant's proposed construction.

88. As reasonably determined by the Public Works Director, the Applicant shall be responsible for funding, in advance, the full cost of the purchase and installation by City of City-specified vehicular video or radar detection equipment for retrofit of the Avenida de la Carlota at Plaza Lane / Plaza Drive traffic signal in accordance with City standards. The Applicant shall provide the City the full cost to purchase and install the equipment prior to the issuance of the first certificate of occupancy for any building fronting El Toro Road.

89. As reasonably determined by the Public Works Director the Applicant shall fund, in advance, the full cost of the replacement of the existing illuminated street name

signs on existing traffic signals to match the new street name designations serving access to the Subject Property. Such illuminated street name signs shall be replaced with LED illuminated street name signs as selected by City. The Applicant shall provide the City the full cost to purchase and install the signs, as determined in the reasonable discretion of the Public Works Director, prior to the issuance of the first certificate of occupancy for any building fronting El Toro Road.

90. The Applicant shall be responsible for funding, in advance, the full cost of replacement of any City Wayfinding signage to be modified from “Laguna Hills Mall” to “Village at Laguna Hills”, or any other City approved Project name, at any location at which the name change is required. The Applicant shall deposit with the City an amount equal to the full cost to manufacture and install all such signs, as reasonably determined by the Public Works Director. In the event the full documented cost to manufacture and install said signs exceeds the amount of the deposit, Applicant shall pay City the difference within thirty (30) days of a written request by City. In the event the full documented cost to manufacture and install said signs is less than the amount of the deposit, City shall refund Applicant the difference within thirty (30) days after installation of the last such sign. The Applicant’s deposit shall be made prior to the issuance of the first certificate of occupancy for any building in Phase One Required Improvements.

91. Prior to the issuance of each certificate of occupancy for each parcel fronting Avenida de la Carlota, the Applicant shall submit plans for approval by the Public Works Director and construct the enhanced parkway along Avenida de la Carlota, consistent with the UVSP, to the City’s standards and specifications, including installation of benches, trash receptacles, tree grates, light poles, and street furniture. The construction of these improvements shall include, as needed, the construction of retaining walls and pedestrian barriers at the top of the retaining wall and the modification, relocation and/or addition of Southern California Edison (SCE) street lighting, including the payment of fees to SCE. The construction of these improvements shall maintain the current Orange County Transportation Authority (OCTA) bus stop within the limits of this work. The Applicant shall dedicate a landscape and/or pedestrian access easement to the City for any area described herein not already included within the public right of way by an instrument in a form acceptable to the Public Works Director and City Attorney. The electrical meter and water meters serving the landscape areas described herein shall be separated from any other Project landscaping. The enhanced parkway improvement shall be designed and constructed to the reasonable satisfaction of the Community Development Director and Public Works Director and shall be maintained by the Applicant in a condition acceptable to the Public Works Director.

92. The Applicant shall dedicate a landscape maintenance easement to City to coincide with and matching the rear curb line of the corner Entry Monuments at the Subject Property’s entrance on the southerly side of El Toro Road at Regional Center Drive. Such dedication shall be reflected on the applicable Final Map or in

a separate dedication instrument in a form approved by the City Attorney and Public Works Director, upon recordation of the first phased final map.

93. All of the existing and new Project entrances to the Subject Property along Avenida De La Carlota shall be reconstructed/constructed in accordance with current ADA ramp and sidewalk standards to the reasonable satisfaction of the Public Works Director, utilizing Armor Tile cast-in-place detectable warning surfaces at ramps.

94. Prior to certificate of occupancy for the last building within a Lot within VTTM No. 19123, the Applicant shall execute a City-form Maintenance Agreement for the Lot.

95. Upon acceptance of all Avenida de la Carlota utility improvements Applicant shall design and construct a 0.15' asphalt concrete overlay for the full width of Avenida de la Carlota, from El Toro Road to the southerly Subject Property boundary. Said design shall include removal and replacement of deteriorated pavement, crack sealing, cold-planning, the pavement overlay, striping and advance traffic signal loop detector replacements as designed by a State of California registered/ licensed Civil Engineer to the reasonable satisfaction of the Public Works Director. The Applicant may, at its option, fund the full cost necessary for the City to perform this work. The terms for payment to City for performance of the work shall be within the reasonable discretion of the Public Works Director.

96. Except as otherwise provided in these Conditions, no work, excavations, or construction activity of any nature, either in, on, or under El Toro Road shall be permitted in conjunction with construction of the Project.

97. For every grading permit requested, prior to the issuance of said permit the Applicant shall provide an Americans with Disabilities Act (ADA) accessibility review for compliance with all applicable state and federal accessibility statutes, regulations and standards to the reasonable satisfaction of the Public Works Director. In addition, the accessibility review shall depict compliance with California Disabled Accessibility requirements as required by Chapter 11 of the California Building Code (as may be amended, or the applicable California Building Code in effect at the time of a request for building permit application). The accessibility review shall include all existing and future public and private sidewalks, walkways, pathways, access ramps hand rails and all other ADA regulated facilities for the area of the Property for which a grading permit is requested. The public streets to be included in this review are the southerly side of El Toro Road and the westerly side of Avenida de la Carlota coincident with all the Project boundaries. The report shall be prepared by a professional whose expertise lies in the field and shall include an implementation plan to correct all deficiencies noted as approved by the Public Works Director and Community Development Director. The Applicant shall install, construct or reconstruct to the City's standards and reasonable satisfaction of the Public Works Director, any existing public and private facilities identified in the accessibility review that are not in compliance with ADA standards, prior to the issuance of any certificate of occupancy. In complying with this condition, the Applicant may prepare a "CASp Masterplan" subject to the review and approval of

the Community Development Director and Public Works Director. The Directors shall refer to the CASp Masterplan to determine the extent of existing improvements to be protected in place during construction that should be modified to join with new ADA improvements. Accessibility improvements which are the subject of a grading or building permit shall be constructed and installed prior to grading plan close out, issuance of a building shell final, or certificate of occupancy for a tenant improvement, (depending on the type of permit requested by the Applicant).

98. Prior to the issuance of any grading permit, the Applicant shall demonstrate to the reasonable satisfaction of the Public Works Director that all on-site access routes are capable of accommodating all truck access and truck turning radii.

99. Prior to issuance of a certificate of occupancy for any building or issuance of a building permit final (or similar) for a Site Improvement building permit, and as otherwise consistent with the WQMP, Applicant shall demonstrate compliance with the applicable WQMP to the reasonable satisfaction of the Public Works Director, for each Phase including:

    a. Demonstrates that all LID, hydromodification, and other structural BMPs described in the WQMP have been implemented, constructed, and installed in conformance with approved plans and specifications;

    b. Demonstrates that the Applicant has complied with and/or is prepared to implement all non-structural BMPs described in the WQMP;

    c. Demonstrates that an adequate number of copies of the Project's approved WQMP are available for the future occupants;

    d. Demonstrates that the Applicant has agreed to and recorded the Covenant Agreement, CC&R's, another agreement, or another legal instrument approved by the City Attorney that shall require the property owner, successors, tenants (if applicable), and assigns to fund, operate and maintain in perpetuity the post-construction BMPs described in the WQMP.

100. Should any grading, site or public improvement work require inspection services during non-standard City working hours and days, the Applicant shall be required to make payment of a daily fee per the City's adopted fee schedule for each day of the work prior to the work being performed, subject to the availability of City inspection personnel to provide the necessary inspection.

EL TORO WATER DISTRICT

101. For each Final Map approval requested by the Applicant, the Applicant shall comply with the requirements of the ETWD, including but not limited to, design of new water lines, sewers, and storm drains, and relocation of existing easements for which ETWD is a lienholder, successor in interest, assignee, or otherwise the legal beneficiary for the requested Final Map. The Applicant shall provide proof of compliance with the requirements of ETWD to the Public Works Director and

Community Development Director prior to City Council approval of the requested Final Map.

102. For each Final Map filed, the Applicant shall obtain a “Will Serve” letter from ETWD prior to the approval of the Final Map. Existing water lines and sewer lines on the Subject Property shall be relocated to the satisfaction of ETWD. For existing easements to be vacated, the Applicant shall demonstrate the manner in which the easements will be vacated through separate instrument(s) upon completion of any new infrastructure construction and existing infrastructure removal. Prior to the issuance of building permits the aforementioned easements shall be vacated.

103. The Applicant shall design and secure, to the satisfaction of ETWD to ensure adequate water service is provided to the Project as well as any other areas adjacent to the Project that currently utilize the existing facilities that are located within the Subject Property. For each Final Map requested by the Applicant, the Applicant shall provide evidence to the Public Works Director prior to Final Map approval by the City Council that it has complied with all requirements of ETWD.

104. For each grading and building permit requested, prior to the issuance of any permits, the Applicant shall provide evidence of design approval of all required water and sewer improvements from ETWD to the reasonable satisfaction of the Public Works Director and Community Development Director.

105. Prior to the issuance of any building shell final or certificate of occupancy for any building, all water and sewer improvements serving the subject building shall be constructed to the satisfaction of ETWD and the reasonable satisfaction of the Public Works Director and Community Development Director.

106. Prior to the issuance of a building permit for any new building, or approval of a change in use for an existing building, the Applicant shall obtain a “Will Serve” letter from ETWD. The Applicant shall provide to the Community Development Director evidence of ETWD’s issuance of a “Will Serve” letter for the new building or use.

107. Water lines shall be sized to accommodate the total domestic requirements and fire-flow requirements of OCFA.

CONSTRUCTION ACCESS/ PHASING PLAN

108. During construction of the Project, the Applicant shall maintain adequate site vehicular and pedestrian ingress and egress for customers and utilize temporary directional signage in the public right-of-way as needed to the reasonable satisfaction of the Public Works Director and Community Development Director. Required directional signage shall comply with City standards and specifications, including but not limited to, the Caltrans design manual, the California Manual of Uniform Traffic Control Devices, and/or as recommended by the American Association of State Highway and Transportation Officials (AASHTO). Required

private directional signage shall be provided as appropriate at the reasonable discretion of the Community Development Director.

109. During any construction, adequate emergency access for police, fire, and paramedic vehicles, to the standards of, and approval of, the OCFA, shall be maintained on the Subject Property at all times.

110. The Project Applicant shall prepare and submit for review and approval a Construction Phasing Plan for development consistent with the approved Phasing Plan as identified in the Amended and Restated Development Agreement by the Community Development Director and Public Works Director. At a minimum, each Construction Phasing Plan shall identify: (1) construction access and egress points; (2) haul routes; (3) construction staging, material storage, and equipment laydown areas; (4) temporary traffic control measures for construction-related and public circulation and; (5) the sequencing and anticipated duration of grading and construction activities; and (6) measures to maintain safe access for emergency vehicles, existing occupants, and adjacent properties, as applicable. No grading permit shall be issued for any development phase until the applicable Construction Phasing Plan has been approved by the City. The Construction Phasing Plan shall be maintained as an active document and updated as development progresses through each approved phase, or whenever changes to the any changes to the development or construction sequencing. Any revisions shall be submitted for review and approval by the Community Development Director and Public Works Director prior to implementation of the proposed changes.

111. A pre-submittal meeting with the Community Development Director is required prior to submittal of any building or grading permits to coordinate construction phasing plan.

112. Prior to the issuance of any demolition, grading, building or other permit, the Applicant shall submit a construction staging plan to the City identifying areas to be used for equipment and material storage, placement of construction trailers, portable restrooms, delivery areas for loading and unloading of materials and equipment, construction waste diversion processing, and construction employee parking. The Applicant shall periodically submit an updated construction staging plan, as needed and/or when reasonably requested by the Community Development Director. Appropriate pedestrian and vehicular safety barriers shall be installed in all areas as required by the Community Development Director prior to the issuance of permits. In addition, prior to the issuance of any permits within a District, an on-site pedestrian and vehicle parking circulation plan shall be submitted to the City for review and approval by the Public Works Director and Community Development Director identifying pedestrian and vehicle access, including temporary parking for disabled patrons for businesses that will remain open during construction.

113. During the course of construction, the Applicant shall immediately respond to requests made by a City inspector to reasonably resolve any public safety or

access issues identified during the work. Modifications to an approved construction staging plan shall be made when requested by a City inspector within 48 hours, or as soon as possible as determined by the Community Development Director.

MECHANICAL EQUIPMENT

114. Mechanical equipment, storage, trash areas, and utilities installed at ground level shall be architecturally screened by a solid or semi-solid material from public view to the reasonable satisfaction of the Community Development Director. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground.

115. For rooftop mechanical equipment, building parapet walls shall be at least as high as the equipment and vents installed on each building.

    a. For any roof-top equipment, in lieu of fully screening the equipment, the Applicant may provide a "line of sight" study to the Director that indicates no screening is required given the location of mechanical equipment on the roof of a building relative to one or more viewpoints within the Project (as reasonably determined by the Community Development Director) at finished grade. Roof mounted solar panels are excluded from this requirement so long as the overall height of the equipment is as close to the height of building parapet walls as possible, or where integrated into an accessory building such as a roof top carport.

    b. The applicant shall design, locate, and orient all rooftop mechanical equipment—including, but not limited to, exhaust vents, commercial fans, and HVAC units—to minimize acoustic impacts on adjacent residential properties.

RESIDENTIAL BUILDINGS

116. Prior to the issuance of a building permit for any Residential Building, the Applicant shall provide final details and specifications identifying the amenities of all outdoor landscaped courtyards and pool courtyards to the Community Development Director for review and approval. The building plans shall label the location of pools, spas, cabanas, barbeques, fire pits, wet bars, seating areas and other amenities as depicted on the Plans.

STREET FURNITURE

117. Prior to the issuance of the first building permit in aLot within VTTM No. 19123, the Applicant shall submit a final street furniture plan for the Lot (site location, specification sheets, dimensions, and materials board) to the Community Development Director and Public Works Director for review and approval. Such plan shall include pet waste stations, benches, water fountains, free standing landscape planters, trash receptacles, tree grates, bike racks, bollards, shade

structures, and light poles and fixtures consistent with the UVSP or as otherwise approved.

118. Unless specified otherwise in these Conditions, the timing of the installation of pet waste stations, benches, water fountains, free standing landscape planters, trash receptacles, tree grates, bike racks, bollards, shade structures and light poles identified in an approved final street furniture plan shall be installed to the reasonable satisfaction of the Community Development Director and Public Works Director.

OUTDOOR DINING

119. To ensure adequate accessibility, and pedestrian safety and security, for any restaurant use with a designated outdoor dining or patio area, the Applicant shall provide an outdoor dining/ patio plan for review and approval by the Community Development Director prior to the issuance of building permits for the use depicting the size of the space, number of chairs and tables, and separation between public areas and the patio area. Where outdoor service of alcohol is proposed, the Applicant shall provide a barrier a minimum of 42-inches in height and of a length necessary to delineate the public areas from the outdoor dining/patio area subject to the approval of the Community Development Director and the Department of Alcoholic Beverage Control ("ABC") prior to commencement of alcohol service in outdoor dining/patio areas. All requirements of the Community Development Director and ABC shall be implemented prior to the commencement of the restaurant use.

SPECIAL EVENTS AND TEMPORARY USES AT THE VILLAGE PARK

120. The total number of temporary or seasonal events authorized under this Conditional Use Permit shall not exceed thirty-six (36) per calendar year. An event that spans multiple consecutive days shall be considered one (1) event.

121. Event operators shall complete submit, in writing, one month prior to the commencement of a special event: The anticipated dates and duration of the event, hours of operation, general setup description, expected attendance, and the responsible event operator designated for the event.

122. If alcohol is to be served or sold at any event, the individual event operator shall obtain all required ABC licenses prior to such service. A copy of the applicable ABC license shall be submitted to the Community Development Department no less than five (5) business days prior to the event. All alcohol service shall comply with the conditions of the ABC license and applicable LHMC provisions.

123. Events may occur both indoors and outdoors within the boundaries of the Village at Laguna Hills site, consistent with the approved site plans and the Village at Laguna Hills Specific Plan.

124. Amplified sound and public address systems associated with any event shall comply with all applicable provisions of the LHMC noise ordinance. Amplified sound shall be directed away from sensitive receptors to the greatest extent feasible.

125. All temporary structures and event equipment shall be removed from the site within 72 hours following the conclusion of each event, unless a longer period is specifically approved by the Community Development Director in writing.

126. The event operator shall ensure adequate on-site parking is available for each event, consistent with the Village at Laguna Hills Specific Plan and any applicable shared parking agreements. If a parking deficiency is anticipated, the applicant shall submit a Parking Management Plan to the Community Development Director for review and approval prior to the affected event.

127. Adequate refuse and recycling facilities shall be provided at each event and promptly serviced. The site shall be restored to a clean condition within 24 hours following the conclusion of each event.

128. The Applicant shall secure any required approvals from the Orange County Health Department prior to the commencement of any event.

129. The Applicant shall secure all required approvals from the Orange County Fire Authority prior to the commencement of any event.

130. Fire lanes, fire equipment (hydrants and sprinkler system fire department connections) shall remain unobstructed.

131. The Applicant shall secure all required approvals from the City of Mission Viejo Animal Services Department prior to the commencement of any event involving live animals.

132. Temporary signs associated with Village Park Special Events shall comply with LHMC Section 9-42.200.

133. The Applicant shall not utilize any prohibited sign stated in section 9-42.260 of the Laguna Hills Municipal Code (LHMC).

134. All premises shall be kept and maintained in a clean, neat, orderly, operable, and usable condition. The applicant shall maintain a clean site free of trash, debris, and graffiti.

135. The Applicant shall comply with all smoking regulations outlined in section 5-28 of the LHMC, including the posting of all required signs.

136. The volume of all sound systems or noise generating objects shall comply with the noise standards of the City of Laguna Hills Noise Ordinance 5-24.

SOLID WASTE

137. Prior to the issuance of any building permits for the Project, the Applicant shall submit a Waste Management Plan that includes the specifications for the collection and diversion of municipal solid waste, recycling, and organic materials at the Project. The plan shall be reviewed and approved by the Community Development Director and shall demonstrate conformance with the requirements of the City's Municipal Code and state law, and shall specifically address the state-mandated diversion requirements set forth in AB 939, AB 341, AB 1826, AB 827 and the regulations implementing SB 1383 (California Code of Regulations Title 14, Division 7, Chapter 3). The Waste Management Plan shall include the following elements and demonstrate compliance with the conditions provided below:

a. Locations and dimensions of bin/cart storage areas, and/or the bin(s) cart(s) designated enclosure areas.

b. Projected weights and volumes of the following material streams using the conversion factors provided in this section:

i. Recyclables (as defined by AB 341, including recoverable paper, cardboard, plastic, metal, etc.)

ii. Organic materials (as defined by AB 1826/SB1383, including food scraps, landscaping waste, wood waste, and food-soiled paper),

iii. Municipal solid waste (MSW or trash).

c. Proposed service levels, including type of waste container (MSW, recycling, or organics material), size of container, and frequency of collection.

d. Demonstration that adequate clearance is provided for the waste and recycling hauler vehicle to safely and efficiently service the carts/bins/receptacles.

e. Demonstrated paths of residents/tenants depositing of designated materials into the correct cart/bin and sufficient storage enclosure areas for containment until collection.

f. If underground and/or garage areas are designated enclosure/aggregation points, those areas need to be accessible for movement, placement and storage of bins/containers for waste, recyclables, and organic materials. Adequate space needs to be provided for safely accessing containers for service by the collection company and not require movement of carts/bins more than 25 feet to the location of the collection vehicle on level access with no inclines.

g. Location requirements for tenants' trash enclosures shall be subject to state issued guidelines or requirements, if any. If chutes are utilized for multifamily properties, all SB 1383 mandated three bin/cart types (MSW, recyclables, organics) will be adjacent to each other and in sufficient quantity to handle each of the specific material types without causing an overflow into one of the other material types. No more than a 20% level of

cross contamination between the three material types shall be permitted. If chutes are utilized to convey the materials there will be a designated chute for each (MSW, recyclables, and organics.)

h. Any generator (business) that elects to self-haul its own recyclables or organics, must demonstrate a diversion level as required by CalRecycle regulations governing all diversion legislation.

138. The enclosures and/or storage areas shall have adequate space to accommodate containerization of the projected levels of the three materials streams generated by the Project (recyclables, organic waste, and municipal solid waste). The Waste Management Plan shall include projected weights and volumes of generation for each business type at the Project (retail, restaurant, residential, hotel, etc.) calculated using the generation and density factors shown in Tables 1 and 2 below. In addition, using the factors in Tables 1 & 2 below, the Waste Management Plan shall show adequate dedicated space in the recyclable, organics, and trash storage areas to ensure that all applicable state mandated diversion requirements are met. Any deviation from the standards in Table 1 shall need specific approval from the City staff overseeing the permit application and approval. All enclosures shall be covered, include an inlet/drain to the sanitary sewer system, and shall prohibit any liquids from leaving the site or entering a storm drain. Please refer to the City's 'Covered Trash Enclosure Detail' (https://www.lagunahillsca.gov/DocumentCenter/View/373/Trash-Enclosure-Detail-PDF) for further guidance.

Table 1.
Generation Rates and Material Stream Percentages per Business Type

	Project Generation Rates	Waste Generation Rates by Material Stream*		
		MSW	Recyclables	Food Scraps
For retail establishments*:	3,250 lbs. per 1,000 sq. ft. per year	25%	70%	5%
For restaurants*:	6,483 lbs. per employee per year or 1,825 lbs. per 1,000 sq. foot per year	20%	35%	45%
For multi-family housing units:**	2,278 lbs. per unit per year	35%	45%	20%
Office*:	2,190 lbs. per 1,000 sq. feet per year	25%	70%	5%
Hotel*:	1,460 lbs. per room per year	30%	35%	45%

Table 2. Density Factors for Material Streams (used to convert weight to volume)

Density Factors (in lbs. per cubic yard)*	
Dry MSW-retail	80
MSW – residential	100
Commercial Mixed Recycling	40
Residential Mixed Recycling	45

Food Scraps	500
Green waste	110

Sources:
*CalRecycle Targeted Statewide Waste Characterization Study: Waste Disposal and Diversion Findings for Selected Industry Groups;
**Multi-family generation rates found in multi-family units in Mission Viejo;
***CR&R 2015 annual route audit results in Laguna Hills and weigh-based field audits;

The figures provided in Table 1 above provide annualized generation rates and do not take into account seasonal fluctuations in waste and recyclables generation volumes that may especially impact retail, multi-family, and hospitality business uses. The volume of recyclables and waste generated fluctuates over the course of the year. For retail and hospitality uses, peak generation occurs October through January and potentially June – August. For multi-family, generation will peak around all holiday seasons and usually tends to be higher during winter months when compared to summer months. The tables provided assume that annualized figures. Enclosures will need to be able to accommodate larger bins or additional pick-ups to avoid bin overfilling during peak seasons. For retail and hospitality business uses, the applicant shall demonstrate that a volume capacity increase of 30% can be obtained through either 1) adding additional collection containers to the enclosures used by retail generators or by 2) increasing collection frequency of existing collection containers in the enclosures used by retail generators without having to place containers outside of the enclosure or expanding the enclosure. For multi-family uses, the applicant shall demonstrate that a volume capacity increase of 20% can be obtained through either 1) adding additional collection containers to the enclosures used by multi-family generators or by 2) increasing collection frequency of existing collection containers in the enclosures used by multi-family generators without having to place containers outside of the enclosure or expanding the enclosure.

Example 1: How to Calculate Projected Weekly Waste Generation:

Step 1: Determine total annual waste generation based on business use and square footage. If the applicant's project will have 10,000 square feet of retail business use, the applicant would calculate the total generation per year of waste materials. In this case, using the 'Project Generation Rates' value for retail in Table 1, the retail space would generate a projected 3,250 lbs. per 1000 square feet, or 32,500 lbs. per year of waste for a 10,000 square foot retail space. Applicant will calculate generation rates by waste stream in Step 2.

Step 2: Calculate projected annual material weights by stream. Next, the applicant would apply the values of 'Waste Generation Rates by Material Stream' to this annual generation projection to determine the weights of each stream that are expected to be generated each year. For the retail space, applicant would multiply the total projected weight

generation by the percentages included in Table 1. The applicant can project the following weights:

- 8,125 lbs. of MSW per year (32,500 lbs. of waste per year x 25% MSW coefficient);
- 22,750 lbs. of recyclables per year (32,500 lbs. of waste per year x 70% recyclables coefficient);
- 1,635 lbs. of organic materials per year (32,500 lbs. of waste per year x 5% organics coefficient).

Step 3. Convert projected material weights into weekly volumes. To convert weights of projected material streams into volumes, the applicant will divide the projected annual weights of each material generated by the material density factors in Table 2. For the retail space example, the applicant would project the following weekly generation volumes:

- 101.5 cubic yards per year of MSW (8,125 lbs. of MSW per year divided by 80 lbs. per cubic yard) divided by 52 weeks per year equals **2 cubic yards per week of MSW generation**
- 568.75 cubic yards per year of recycling (22,750 lbs. of recyclables per year divided by 40 lbs. per cubic yard) divided by 52 weeks per year equals **11 cubic yards per week of recyclables generation**
- 3.25 cubic yards per year of organic materials (1,625 lbs. of organic materials per year divided by 500 lbs. per cubic yard) divided by 52 weeks per year equals .**0625 cubic yards per week of organic materials generation.**

139. The Applicant shall demonstrate in its Waste Management Plan that any recycling and/or trash areas used on site to consolidate materials shall provide adequate square footage and clearance within the recycling/ trash area to safely service receptacles, and that will not require staging or handling of materials that may obstruct pedestrian walkways, bike paths, on-site vehicle circulation, or otherwise create adverse conditions on the Project resulting from the handling of containers outside of enclosure areas resulting in noise disturbances, odors, or outdoor storage.

Example 2: How to determine containers sizes and frequency needed to adequately containerize projected materials generations

Step 1: Determine appropriate container size and frequency needed. Using the weekly projected generation levels calculated in example 1, the applicant projects that the 10,000 square foot retail operation will generate approximately 2 cubic yards per week of MSW, 11 cubic yards per week of recyclables, and 0.0625 cubic yards per week of organic materials. Using the bin sizes in Diagram 1 and Table 3, identify the needed frequency and size of containers. In this case, the applicant would likely need the following service configurations:

- **MSW Service Needs**: One 2-yard MSW dumpster serviced one day per week (2 yards of weekly MSW service matches the projected MSW generation levels of 2 cubic yards per week). Applicant may opt for one 3-yard bin serviced 1 day per week to allow for a slight volume buffer for high-waste-volume events, such as the holiday shopping season.
- **Recycling Service Needs**: One 4-yard recycling dumpster serviced 3 days per week or 1 3-yard recycling dumpster serviced 4 days per week (12 yards of weekly recycling service exceeds the projected recycling generation levels of 11cubic yards per week).
- **Organic Material Recycling Service Needs**: One 64-gal organics cart serviced 1 day per week (0.3 yards of weekly organics recycling service exceeds the projected organics generation levels of 0.0625 cubic yards per week).

Step 2: Determine approximate footprint of needed service equipment. Using the bin and cart dimensions included in Table 3, determine the size of the enclosure space needed to accommodate the projected number of MSW, recycling, and organics containers calculated in Step 1. Diagram 2 includes some examples of bin configurations for the applicant's consideration. For example, a 10,000 square foot retail space would have to provide an enclosure plan to the City that could house one (1) 2-yard MSW dumpster with a 7"x3.5" footprint; one (1) 3-yard recycling dumpster with a 7"x4" footprint; and one (1) 64-gallon organics receptacle with a 24.25" x 31.75" footprint. The enclosure would also need to require room for users to easily access each bin type and or the hauler to service each container. **Note:** the applicant's retail business or project may require more or less dedicated capacity and enclosure space than the above example.

140. For enclosures servicing all SB 1383 identified three material streams (MSW, Recyclable Materials, organics materials, and a cooking oil/grease tank if the location generates oil and grease), the Applicant shall design the enclosure to allow for enough space to service bins and carts, as reasonably determined by the Public Works Director. At a minimum, the enclosure shall allow for the enough space for at least one bin each recycling, organics, and MSW bin, depending on projected material volume generation.

141. To ensure that franchise waste hauler collection vehicles can service the Project, waste collection areas serviced by collection vehicles shall be designed to allow access by the collection vehicles. The Applicant shall include truck turning templates in plan submittals for review and approval by the Public Works Director.

142. The Project shall provide adequate space for both the receiver and the compaction equipment. The chart below provides the clearances required for compactors.

Required Clearances for Compactors	
Vertical (Approach & Exit)	14' high

Vertical (Rails raised w/compactor)	25’ high
Lateral	2’ around compactor
Service Area Length	75’ long

143. For all compactors used on-site, the Applicant shall meet the manufacturer’s recommended specifications for minimum dimensions required to operate the equipment. If none are listed, the Applicant may use the following as a guide subject to the review and approval of the Community Development Director:

Front Load Truck Emptied Compactor Dimensions*			
Compactor Size	**Height**	**Width**	**Depth**
2 yds.	8.5’	8’	5’
3 yds.	7’	8’	7’
4 yds.	8’	8’	9’

144. The Applicant shall design and construct trash enclosures with a solid roof with a roof height that does not obstruct direct collection access to bins, and a floor drain connected to the sanitary sewer system in accordance with City Engineering Standard Plans.

145. The Applicant shall install signage in all enclosures to indicate the type of material that can be disposed of in the bin. Signage for multifamily portion of project shall comply with residential requirements of SB 1383. Signage for commercial portions of the project will comply with the commercial requirements of SB 1383.

146. The Applicant will reasonably cooperate with the City in providing information for the City’s annual reporting to CalRecycle on the Project’s collective SB 1383 recycling programs and efforts.

147. The Applicant will implement all diversion programs that are required by statutory requirements and will cooperate with the city in overseeing and maintaining programs as required by SB 1383 in the Project.

148. The Applicant will conform to the provisions of the City’s SB 1383 Mandatory Commercial and Residential Recycling Ordinance.

REMEDIATION

149. Any and all contamination identified in the Phase I Environmental Site Assessment completed in July of 2020 for the Project, or encountered during construction of the Project, shall be remediated as required by all applicable federal, state and local laws and regulations.

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Project and building information.

150. **Plan Submittal**. The applicant or responsible party shall submit the plan(s) listed below to the OCFA for review. Approval shall be obtained on each plan prior to the event specified.

151. Prior to issuance of a precise grading permit or a building permit, if a grading permit is not required.

    a. Fire Master Plan (service code PR 145)

152. **Prior to Issuance of a Building Permit.**

    a. Architectural (service code PR200-PR268 PR 272 PR 285)

    b. Alternative Method (PR 910)

    c. Smoke Control PR 380, 382

153. **Prior to concealing interior construction.**

    a. Underground Plans for new Hydrant (Service Code PR 470)

    b. Fire alarm system (service code PR500-PR530)

    c. Fire sprinkler system (service code PR400-PR440)

    d. Fire Pump (PR 465)

    e. Standpipes (PR 460)

    f. Battery Storage Systems (PR 375)

    g. Solar (PR 362/363)

    h. Chemical Classification (PR 315/318) Pool

154. **Prior to Final.**

    a. Emergency Radio System PR 390

    b. Above ground storage tank (Generator) PR 390

155. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org.

156. **Temporary/Final Occupancy Inspections**: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the

satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.

157. **Preconstruction Meeting**: Before commencement of construction, the applicant or responsible party shall attend a pre-construction meeting with an OCFA inspector. Call OCFA Inspection Scheduling at 714-573- 6150 at least five days in advance to schedule and pay for the pre-construction meeting.

158. **Lumber-drop Inspection**: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at 714-573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

MITIGATION MEASURES

159. The Applicant shall comply with all mitigation measures applicable to the Project as set forth in the 2009 General Plan Program Environmental Impact Report as Addended in the First through Sixth Addenda and Mitigation Monitoring and Reporting Program for the Village at Laguna Hills Project.

HOTEL OPERATIONS

160. Onsite Management with authority to address operational issues shall be physically present on the property twenty-four (24) hours per day, seven (7) days per week. Management shall be available to respond immediately to guest complaints, emergencies, security issues, and code enforcement matters.

161. Current contact information for the General Manager and an after-hours management representative shall be provided to the Community Development Department and local law enforcement. Contact information shall be updated within five (5) business days of any change.

162. No more than three percent (3%) of the total guest rooms and suites combined between the two Hotels shall be occupied by the same individual or group for more than thirty (30) consecutive calendar days. Reservations shall not be structured or renewed to circumvent this limitation.

163. Hotel rooms shall not be used as permanent or long-term residential dwelling units. The hotel shall operate solely as transient lodging consistent with the approved use.

164. The hotel shall maintain a guest registration system documenting guest identification, dates of occupancy, and room assignments in accordance with applicable law. Records shall be maintained and made available to law enforcement as authorized by law.

165. The operator shall maintain appropriate security measures including:

(1) Adequate exterior lighting.

(2) Operational surveillance cameras covering primary entrances, exits, parking areas, and other common areas, where appropriate.

(3) Controlled access to guest room areas.

(4) Staff training regarding emergency response and guest safety.

166. The property, including all buildings, parking areas, landscaping, sidewalks, trash enclosures, lighting fixtures, and outdoor amenities, shall be maintained in a clean, safe, orderly, and attractive condition at all times. Graffiti shall be removed within forty-eight (48) hours of discovery.

167. All required landscaping and irrigation systems shall be maintained in a healthy condition. Dead or damaged plant materials shall be replaced within forty-five (45) days, weather permitting.

168. Trash and recycling areas shall be screened from public view and maintained in a sanitary condition. Outdoor refuse shall not accumulate on the property. Collection activities shall occur only during hours permitted by applicable municipal regulations.

169. Hotel operations shall not create noise that constitutes a public nuisance or exceeds applicable municipal noise standards. Outdoor amplified sound, music, or entertainment shall comply with local noise regulations and any applicable event permits.

170. Hotel management shall take reasonable measures to prevent and promptly address disturbances including excessive noise, disorderly conduct, illegal activity, vandalism, loitering, and other nuisance behavior by guests or visitors.

171. Outdoor gathering areas, patios, pools, and recreational amenities shall operate only during hours approved by the Community Development Director or otherwise established by municipal code. Signage identifying hours of operation shall be posted.

172. All guest, employee, and visitor parking shall occur within designated onsite parking spaces. Parking areas shall not be used for vehicle storage, overnight camping, or commercial vehicle parking unless specifically authorized.

173. Deliveries, refuse collection, and loading activities shall be conducted in designated loading areas and shall not interfere with adjacent properties or public streets.

174. The operator shall promptly repair damaged pavement, lighting, fencing, signage, landscaping, buildings, and other site improvements to maintain the property in good condition.

175. The operator shall promptly notify Orange County Sheriffs Department of suspected criminal activity occurring on the premises and shall cooperate with law enforcement investigations as required by law.

176. The operator shall implement and maintain a written Good Neighbor Policy addressing guest behavior, noise, litter, parking, smoking, security, complaint response procedures, and contact information for management. The policy shall be available upon request by the Community Development Director.

177. Management shall respond to complaints from neighboring property owners, residents, or City staff in a timely manner. A written log of complaints and corrective actions shall be maintained for a minimum of two (2) years and provided to the City upon request.

178. If alcohol is served, all required licenses shall be maintained. Alcohol service shall comply with all applicable state and local regulations, and staff shall receive responsible beverage service training where required.

179. Events open to non-registered guests that exceed the normal operational characteristics of the hotel shall comply with all applicable City permits and operational requirements.

180. The Operator shall comply with all smoking regulations outlined in section 5-28 of the LHMC, including the posting of all required signs.

181. Mechanical equipment, including HVAC systems, generators, and pool equipment, shall be fully screened from public view maintained to minimize noise, vibration, and visual impacts on surrounding properties.

182. Exterior lighting shall be shielded and directed downward to prevent glare or light spillover onto adjacent residential properties and public rights-of-way.

183. The business shall be permanently maintained in an orderly fashion by the provision of regular removal of trash and debris, and comply with all property maintenance standards as required by LHMC Chapter 9-74.

184. All doors leading into the business shall remain closed to minimize potential for adverse noise and odor impacts on nearby businesses, except as otherwise required for normal pedestrian ingress and egress.

185. All business activities and related services shall be conducted entirely within the enclosed subject tenant space.

186. In the event of adverse impacts on the health, safety, welfare, or operational environments of the neighborhood or general public, or receipt of substantiated complaints directly related to the Applicant's operations, the Community Development Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation. A change in ownership or hotel management shall not relieve the operator of compliance with these conditions. The new owner or operator shall receive and acknowledge these conditions prior to assuming operation of the hotel.

187. Hotel employees shall receive training regarding emergency procedures, de-escalation techniques, guest conduct policies, reporting procedures, and compliance with these Conditions of Approval.

188. Failure to comply with any condition of approval shall constitute a violation of the Conditional Use Permit and may result in enforcement action, including citations, administrative penalties, permit modification, suspension, or revocation as authorized by the municipal code.

DOG PARK

189. Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. Requests to change the hours of operation shall be submitted to the Community Development Director ("Director") for review and approval.

190. The Dog Park shall be regularly cleaned and maintained. The area shall include a waste bag dispenser and receptacle. The Applicant/Operator shall ensure that odors are minimized to the furthest extent possible.

191. The Dog Park shall be permanently maintained in an orderly fashion by the provision of regular removal of trash and debris, and comply with all property maintenance standards as required by LHMC Chapter 9-74. The Applicant/Operator shall ensure that staff regularly monitors the areas around the park, including adjacent parking areas, to pick up animal waste and address any other maintenance issues that occur as veterinary patrons/patients bring their animals to the site.

192. If at any time in the future the Community Development Director determines there are trash or debris issues, complaints, or problems, including trash overflow, or smells emanating from the trash area, the Applicant shall prepare a trash management plan, to resolve and remedy identified issues, for review and approval by the Community Development Director.

193. In the event of adverse impacts on the health, safety, welfare, or operational environments of the neighborhood or general public, or receipt of substantiated

complaints directly related to the Applicant's operations, the Director shall investigate and, if significant adverse impacts directly related to the Applicant's business are found to exist, the Director or Chief of Police Services shall have the discretion to bring this Permit back to consider additional improvements and protective measures, additional conditions, amended conditions, or permit revocation. Modifications may include but not be limited to the restriction of operations that may include but not be limited to hours of operation.

The Village at Laguna Hills

Attachment 2

Ordinance – Specific Plan Amendment for USE-0239-2025 Village at Laguna Hills Project

ORDINANCE NO. 2026-#

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING THE URBAN VILLAGE SPECIFIC PLAN AMENDMENT TO MODIFY PERMITTED USES, DEVELOPMENT STANDARDS, AND APPLICABILITY OF THE CITY'S OBJECTIVE DESIGN STANDARDS.

WHEREAS, on November 26, 2002, the City Council of the City of Laguna Hills adopted the Urban Village Specific Plan ("UVSP") for a development area covered that consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and Interstate 5 (I-5) on the east ("UVSP area") and to regulate development within the Village Commercial zoning district of Laguna Hills.

WHEREAS, the purpose and intent of the UVSP is to develop a community core in which a variety of public, regional commercial, recreational, and high-density residential uses work in concert to create an "urban village" by permitting a mix of land uses, including retail, residential, hotel, medical offices, and general offices; and

WHEREAS, on July 14, 2009, the City Council adopted the 2009 Comprehensive General Plan Update, which identified the UVSP area for expansion/revitalization and increased commercial and residential development; and

WHEREAS, in association with approving the 2009 Comprehensive General Plan Update, the City prepared a Program Environmental Impact Report entitled "City of Laguna Hills General Plan Program Environmental Impact Report, June 2009, State Clearinghouse No. 20080811100" ("PEIR"),

WHEREAS, which on July 14, 2009, the City Council subsequently certified the PEIR and adopted a Statement of Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring Program; and

WHEREAS, between 2011 and 2018, the City Council approved an Urban Village Specific Plan Amendment and subsequent redevelopment projects within the Urban Village Specific Plan area, including the Oakbrook Village Shopping Center Redevelopment Project and the Five Lagunas Project, and, in connection with those approvals, adopted the first through fourth addenda to the Program Environmental Impact Report; and thereafter, in connection with the 2021–2029 Housing Element Update and 2021 Safety Element Update, adopted the sixth addendum to the Program Environmental Impact Report; and subsequently, in connection with the Amended 2021–2029 Housing Element Update, Rezoning Program, and Objective Design Standards Project, adopted the seventh addendum to the Program Environmental Impact Report (collectively, the "Prior Environmental Documents"); and

WHEREAS, the Planning Agency and City Council-approved, a series of modifications requested by the Applicant to the 2016 Five Lagunas Project on March 8, 2022, through Resolution No. PA2022-03-08-2, authorizing redevelopment of the Project Site to

authorize the following: demolition of the existing and remaining mall building, free-standing building pads, and various hardscape improvements (e.g., paved parking areas, walkways); development of approximately 225,000 square feet of new retail building space, a health club, and a 50,000 square-foot, 1,200-seat theater; five multi-story residential buildings (one mixed-use retail/ residential building and four residential buildings) containing a total of 1,500 dwelling units and associated structured parking wrapped into the buildings; four 4-story commercial office buildings totaling approximately 465,000 square feet; a 100- to 150-room, five-story boutique hotel with ground-level retail space; a centralized Village Park; and a supporting network of private streets for vehicular access; and various site improvements that include landscape areas and pedestrian network, all of which is referred to collectively as the “2022 VLH Project” through approval of Site Development Permit, Precise Plan, Master Sign Program, Vesting Tentative Tract Map, Parking Use Permit, and Conditional Use Permits for a hotel and health club; and

WHEREAS, the City Council adopted Ordinance No. 2022-1, approving a development agreement (“DA”) between the Applicant and the City regarding the development of the 2022 VLH Project, effective April 22, 2022, and which vested the Applicant’s right to develop the 2022 VLH Project in exchange for the delivery of specific community benefits; and

WHEREAS, the City Council adopted an Addendum to the PEIR in connection with its approval of the 2022 VLH Project and the associated Development Agreement (the “Fifth Addendum”), which evaluated the environmental impacts of the project pursuant to the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines, that the project would not result in any new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts beyond those analyzed in the Program Environmental Impact Report;

WHEREAS, on September 29, 2025, the City was in receipt of an application initiated by MGP Fund X Laguna Hills, LLC (“Owner”) for a major modification to the 2022 VLH Project, which includes an Amended and Restated development agreement to implement land use entitlements in order to continue to redevelop the existing approximately 68-acre former Laguna Hills Mall site generally located along the southerly side of El Toro Road and the westerly side of Avenida de la Carlota of in the City of Laguna Hills (the “Property”) through the demolition and removal of the remaining portions of the Laguna Hills Mall structure and the construction of new retail, perimeter commercial pads, two hotels, multifamily housing, townhomes, duplexes, single family detached homes, a communal open space (Village Park) and related amenities, (the "Project"); and,

WHEREAS, on July 14, 2026 the City adopted Resolution No. PA2026-X-X-X approving land use entitlements for the Project delineated as Case No. USE-0239-2025, which consist of a Site Development Permit for new development, a Master Sign Program for various on-site signs, Conditional Use Permits for two new hotels, a Conditional Use Permit to allow seasonal and temporary uses at the Village Park, a Joint Use Parking Permit, an amended Vesting Tentative Tract Map to subdivide the property into 27 lots, and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, on July 14, 2026 the City concurrently approved Ordinance No. PA2026-X-X-X approving and adopting an amendment to the Urban Village Specific Plan in conjunction with land use entitlements for the Project delineated as Case No. USE-0239-2025, to allow single family detached residential uses by right, to allow a 6-foot building separation between single family detached residential buildings, and clarify the applicability of the City Objective Design Standards to projects previously entitled and vested by a Development Agreement prior to the adoption of the Objective Design Standards;

WHEREAS, in connection with its consideration of the 2026 Project approvals, the City Council has considered the City's previously certified 2009 Laguna Hills General Plan Program Environmental Impact Report, the Fifth Addendum adopted for the Village at Laguna Hills Project in 2022, the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum dated June 24, 2026, and the whole of the administrative record; and

WHEREAS, based on its consideration of those materials and the whole of the administrative record, the City Council has determined that no subsequent or supplemental environmental impact report is required for the 2026 Project pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15163, and that the Project remains within the scope of the environmental review previously completed for the Village at Laguna Hills Project; and,

WHEREAS, the City Council serves as, and is, the Planning Agency of the City pursuant to Government Code Section 65100; and

WHEREAS, on June 24, 2026, as required by Government Code Section 65867, the City caused public notice to be given of the City Council's intention to consider adoption of the development agreement for the Project as provided in Government Code Sections 65090 and 65091 and Chapter 9-96 of the Laguna Hills Municipal Code, and on July 14, 2026, as required by Government Code Section 65867, the City Council held a public hearing on adoption of the development agreement, and introduction and first reading of this ordinance; and,

WHEREAS, on July 14, 2026, the City Council considered the adoption of this ordinance approving and authorizing the Specific Plan Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Specific Plan Amendment attached hereto as Exhibit "A" is hereby APPROVED based on the following statement of findings:

A. The proposed amendment is consistent with the intent of the goals and policies of the UVSP as a whole and is consistent with the General Plan in that:

Per the 2021 2029 Housing Element (''Housing Element'') only 91 homes of any type (including multifamily units) have been constructed in Laguna Hills since 2014. The Housing Element notes that single family housing ''is the housing type most in demand'' notwithstanding the need to build all other types of housing. Approximately 57% of the

City's housing stock is comprised of single family detached housing. The Housing Element also noted that as of 2018, over 96% of all housing units in the City were occupied, thus indicating only minimal vacancy within the existing housing stock. Further, the City concluded that over 65% of the single family housing units are owner occupied (substantially higher than the Orange County average of 51.1%), and that owner occupied units have a much lower turnover rate than rental housing, meaning they are significantly less likely to become available on the market. Finally, 86.1% of the City's housing stock was constructed prior to 1989, ''therefore, the majority of the housing stock may be susceptible to deterioration and require maintenance or some type of rehabilitation.''

The Housing Element emphasizes that the Project Site is critical for the City to meet its Regional Housing Needs Assessment (''RHNA'') allocation of 1,985 units as part of the 2021-2029 planning cycle. Of these units, 1,363 are planned to be allocated on the Project Site and the Oakbrook Village site, both of which are within the boundaries of the UVSP. The Housing Element notes that the City has endeavored for years to encourage residential development within the UVSP, which underscores that the area is critical to the delivery of housing units consistent with state mandates. Of the overall 1,500 units planned for the Project Site (per the 2022 VLH approvals) and Oakbrook Village within the current RHNA cycle, there is no entitlement for single family detached housing for either project. Other sites identified in the Housing Element either do not have actively proposed projects or otherwise do not anticipate construction of single-family detached housing.

The Project includes 78 detached single family housing units to provide additional options in housing for area residents. The Project will thus offer the first neighborhood of new single family detached units built within the City in several decades. These units, which would be constructed on one of the few sites in the City susceptible to redevelopment without displacing ongoing commercial uses or lower density residential, are necessary to meet recognized local and regional demand.

Authorizing single family detached housing is consistent with the overall goals of the UVSP. The intent of the UVSP is to establish a ''village like downtown core'' where commercial, community, and high density residential are appropriate. UVSP goals include, among others, to encourage and facilitate new uses, to capitalize on proximity to other uses, and to enhance pedestrian connectivity and circulation among various uses. Authorizing single family detached units, particularly as contemplated by the Project, will further the ''village'' concept by providing additional housing opportunities and variety near the centralized Village Park and retail and restaurant uses and offsite commercial uses.

B. The proposed amendment is necessary to establish reasonable controls for residential land use within the UVSP and to ensure compatibility with other uses in that:

The proposed amendment to allow single family detached housing within the UVSP will permit an additional and necessary housing type, as evidenced by the above described provisions of the City's Housing Element. Authorizing single family detached housing as part of the UVSP will ensure that the housing is subject to the UVSP Design Guidelines and Development Standards such that the housing will be harmonious with the other uses

in the specific plan area.

C. The proposed plan amendment is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species in that:

The proposed UVSP amendment will enable single-family detached homes, the housing type that, per the Housing Element, is most sought after by City residents. This will have no impact on environmentally sensitive land uses and species, and in any case, the City will comply with CEQA prior to approving the amendment.

D. The amendment is necessary to protect general health, safety and welfare of the community as a whole in that:

The City faces a substantial deficit in housing as documented in the Housing Element. Per the Housing Element, the City's housing allocation during the 2021-2029 cycle is 1,985 units. The Housing Element further states that single family housing is the type most in demand, and that the City's stock of single-family housing is aging, with much of it in needed repair, and that the vast majority of the existing stock is owner occupied. Therefore, there is a documented need for additional single family detached housing to meet the community's needs. Approving the amendment will facilitate delivery of needed housing while also ensuring that the UVSP's Design Guidelines and Development Standards will apply, and thus directly protect general health, safety and welfare.

E. The proposed amendment is necessary to allow a reduced building separation for the single-family detached units in that:

The 6-foot building separation for the single-family detached units allows for smaller lots thereby helping to facilitate the UVSP's intent to establish a "village" aesthetic rather than requiring larger building separations of traditional suburban layouts. This allows the Modified Project to allow 87 compact SFD units and further fulfill the UVSP's core mandate to create a high-density, transit-oriented residential core.

F. The proposed amendment is necessary to clarify the applicability of the City's Objective Design Standards (ODS) to projects vested pursuant to a Development Agreement in that:

The Objective Design Standards (ODS) were adopted on April 9, 2024—after approval of the 2022 VLH Project including a Vesting Tentative Tract Map and Development Agreement. The 2022 approvals included a Development Agreement that vested the Project with the development standards in effect at that time. The 2025 Amended and Restated Development Agreement will maintain these vested rights.

Additionally, compliance with the ODS is required only where the UVSP is silent. The Modified Project meets the design criteria established in the UVSP and is consistent with the intent of the ODS. It complies with all but five ODS development standards.

SECTION 2. The City Council finds that the above recitations are true and correct and constitute the findings of the City Council and Planning Agency in this case.

SECTION 3. A copy of the Urban Village Specific Plan Amendment attached hereto as Exhibit "A" shall be filed and maintained in the office of the City Clerk.

SECTION 4. The City Clerk shall record a copy of the development agreement with the Orange County Clerk-Recorder within 10 days of the effective date of this ordinance, on or before August XX, 2026.

SECTION 5. This ordinance shall become effective 30 days after its adoption, on August __, 2026.

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

SECTION 7. The City Clerk shall certify to the adoption of this ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five days prior to the date of adoption of this ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this ordinance, together with the vote for and against the same, in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2026.

_____
DON CASKEY, MAYOR

ATTEST:

_____
JOSHUA STEVENSON, CMC, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-# was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of , 2026, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the ___ day of ___, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____

JOSHUA STEVENSON, CMC, CITY CLERK

URBAN VILLAGE SPECIFIC PLAN



City of Laguna Hills

URBAN VILLAGE SPECIFIC PLAN

City of Laguna Hills

Adopted: *November 26, 2002*
City Council Ordinance No: *2002-8*

Amended: November 26, 2002
City Council Ordinance No: 2002-8A

Amended: November 26, 2002
City Council Ordinance No: 2002-8

Amended: _____ __, 2026
City Council Ordinance No: 2026-__

Prepared By: Hogle-Ireland Inc. 42 Corporate Park, Suite 250 Irvine, CA 92606

ACKNOWLEDGMENTS

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Randal J. Bressette, Council Member
Joel Lautenschleger, Council Member

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Oakbrook Village
Saddleback Memorial Center

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EXECUTIVE SUMMARY

The City of Laguna Hills has a unique opportunity to transform an existing 240-acre commercial/business/residential sector of the City into a village-like downtown district that could serve the community needs and provide a regional destination for surrounding cities. The area is close to the Interstate 5 Freeway for easy vehicular access and is centrally located to the surrounding cities of Irvine, Lake Forest, Mission Viejo, Laguna Niguel, Aliso Viejo and Laguna Woods. Although the district contains numerous property owners and an eclectic mix of buildings and land uses, several large properties create a nucleus for the Urban Village Specific Plan. In addition, the City recently purchased one of the office buildings for use as the Civic Center that will generate additional activity and inject new interest in the area. While many of the parcels were developed in the 1970's and some new developments have occurred in the last 5 years, there is a need to establish a land use concept, design guidelines, and development standards for new developments that will create a village identity. The primary goals of the Urban Village Specific Plan are as follows:

1. To encourage and facilitate new uses in the area;
2. To create new pathways and open space areas, and add landscaping to existing sidewalks to foster a pedestrian-friendly environment;
3. To create an identity for the area through the use of entry features, area wayfinding signs, consistent landscaping and street furniture;
4. To facilitate private investments in the development of desirable and planned activity nodes;
5. To take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
6. To increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
7. To provide the framework for a public/ private partnership to implement the goals of the specific plan.

These primary goals will be implemented through the conceptual Land Use Concept Plan, the Design Guidelines and the Land Use Regulations of the Urban Village Specific Plan.

The Land Use Concept Plan (Figure 6), provides a conceptual basis for locations where new development might occur within the Urban Village. It includes the following anticipated new land uses:

- 183,000 square feet of new retail development oriented around a new Main Street/Pedestrian Promenade.
- A new 250 room Hotel oriented to the Interstate-5 freeway and/or El Toro Road.

- Mixed Use development that could include up to 200 dwelling units.
- New General Office, and/or Medical Office development on the Taj Mahal, Saddleback Memorial Hospital, and Oakbrook Plaza properties.
- The Civic Center Site on El Toro Road.

The Pedestrian Plan (Figure 18), is key to insuring that the Urban Village area becomes a pedestrian friendly place, and that pedestrian access between the various land uses in the area is enhanced. The Pedestrian Plan includes the following:

- A Main Street/Promenade that serves as the focal point for the new retail development anticipated on the Laguna Hills Mall property. The Main Street/Promenade includes two travel lanes, angled parking on both sides of the street, and a 20 foot wide pedestrian zone on both sides of the street. The pedestrian zone includes a 12'-0" wide sidewalk and an 8'-0" pedestrian amenity zone where street furniture (benches, lighting, and landscaping) will be placed.
- 20'-0" wide Pedestrian Paseos connecting the properties west of Calle De La Louisa to the Laguna Hills Mall, and connecting the Mall to Oakbrook Village.
- A 20'0" wide Parking Lot Paseo connecting the parking areas on the east side of the Mall to the Mall buildings.
- Enhanced sidewalks throughout the area that will facilitate pedestrian movement among the properties in the area.

The addition of public open space and pedestrian pathways has been established with the goal of providing more pedestrian opportunities within the Urban Village. The Open Space Plan (Figure 16) depicts the following:

- Two Village Greens, one to be located on the Laguna Hills Mall property, and a second to be located on the Oakbrook Village property.
- 5 Plazas to be located at focal points in the Urban Village area.

The design concepts for the streetscape edge conditions (Figures 8, 9, 10, 11, 12, 13, 14, 15), pedestrian pathways (Figures 16, 17, 18), public open space (Figures 19, 20), and entry features and way-finding graphics (Figures 21, 22, 23, 24, 25, 26) provide the basic framework for improvements to the streets and pedestrian pathways located throughout the Urban Village. These concepts provide many of the unifying elements that will create the Village identity.

The Design Guidelines (Figures 27, 28, 29, 30) will provide direction on the shape and form of developments to ensure that development projects are of a pedestrian scale and enhance the Urban Village character of the area.

The Land Use Regulations allow for new development to occur within the Urban Village that will further the goals of the plan to create a village identity. The

Implementation section of the plan identifies specific actions that the City will take to provide for physical improvements to the area to begin the process of creating an Urban Village within the City of Laguna Hills.

The Urban Village Specific Plan recognizes the vital role the private sector plays in accomplishing the goals of the Plan. Without their participation, all of the goals of the Plan cannot be accomplished. The Plan is intended to provide guidance to the City for implementing the circulation, landscape and streetscape improvements within the public right-of-way and to future project applicants in implementing the Main Street Concept, Pedestrian Pathways, the Village Green and the Plazas. The Plan offers parking incentives to large retail centers who can demonstrate that their new projects are in substantial compliance with the Plan and are of public benefit. Finally, the new public art provisions of the Plan will tie the pedestrian pathways and plazas/village green together and contribute to the creation of the "downtown" environment for Laguna Hills.

I. INTRODUCTION

BACKGROUND

The City of Laguna Hills is located in the San Joaquin Hills in an area of Orange County referred to as "South County" (Vicinity Map, Figure 1). The City is bounded by the Cities of Lake Forest and Irvine to the north, the City of Laguna Niguel to the south, Interstate 5 and the Cities of Mission Viejo and Lake Forest to the east, and the Cities of Aliso Viejo and Laguna Woods to the west.

In 1991 the City of Laguna Hills incorporated, containing an original land area of 3,325 acres. Today the land area of the City has increased to 4,080 acres as a result of annexations. The City's population of 33,910 is expected to grow at an average rate of 1.0 percent to 34,249 by 2025, a growth rate that is generally consistent with the County's growth rate of 1.2 percent.

The community is largely built-out, and predominantly residential in character. A number of neighborhood shopping centers are located throughout the City at the intersection of major roadways. Mixed use and light industrial areas are located in the northernmost portion of the community. The Urban Village Study Area is a distinctive area of Laguna Hills that contains a mix of retail, office, financial, medical, residential, and transportation uses that cannot be found elsewhere in the City or the region. The 240-acre Study Area is bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and Interstate 5 on the east (Location Map, Figure 2; and Aerial Photo, Figure 3).

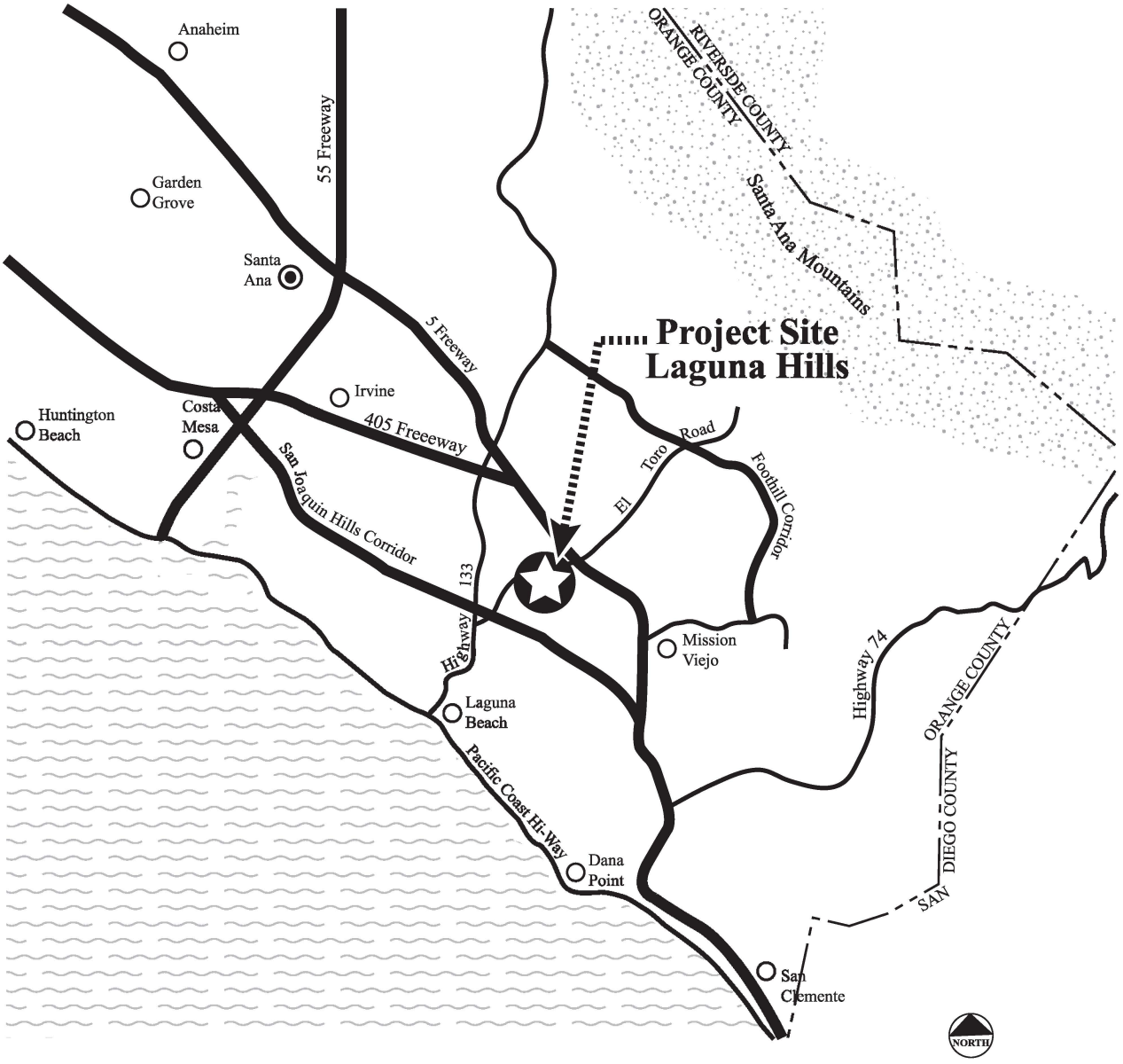
STUDY AREA BACKGROUND

The General Plan, adopted following the City's incorporation, recognized the Study Area as a special commercial district, containing diverse complementary land uses that could be transformed into a village-like "downtown" environment unique to southern Orange County.

The Study Area contains a range of major community and regional destinations and a variety of land uses. Figure 4 illustrates some of the existing conditions found within the area. The prominent activity generators in the Study Area include:

- The Laguna Hills Mall;
- Saddleback Medical Center;
- Medical office buildings;
- Post Office;
- Oakbrook Village Shopping Center;
- General office buildings;
- Financial institutions;
- Senior citizen and multi-family residential development;
- Large box retailers;
- St. George's Episcopal Church and school; and
- Transit terminal.

The Study Area also benefits from a strong transportation network including its proximity to Interstate 5, the major arterials that pass through the area, an Orange County Transportation Authority regional transit terminal, shuttle bus service from surrounding senior citizen communities, a Park-N-Ride lot, and bike lanes. The area is visible and accessible from Interstate 5. El Toro

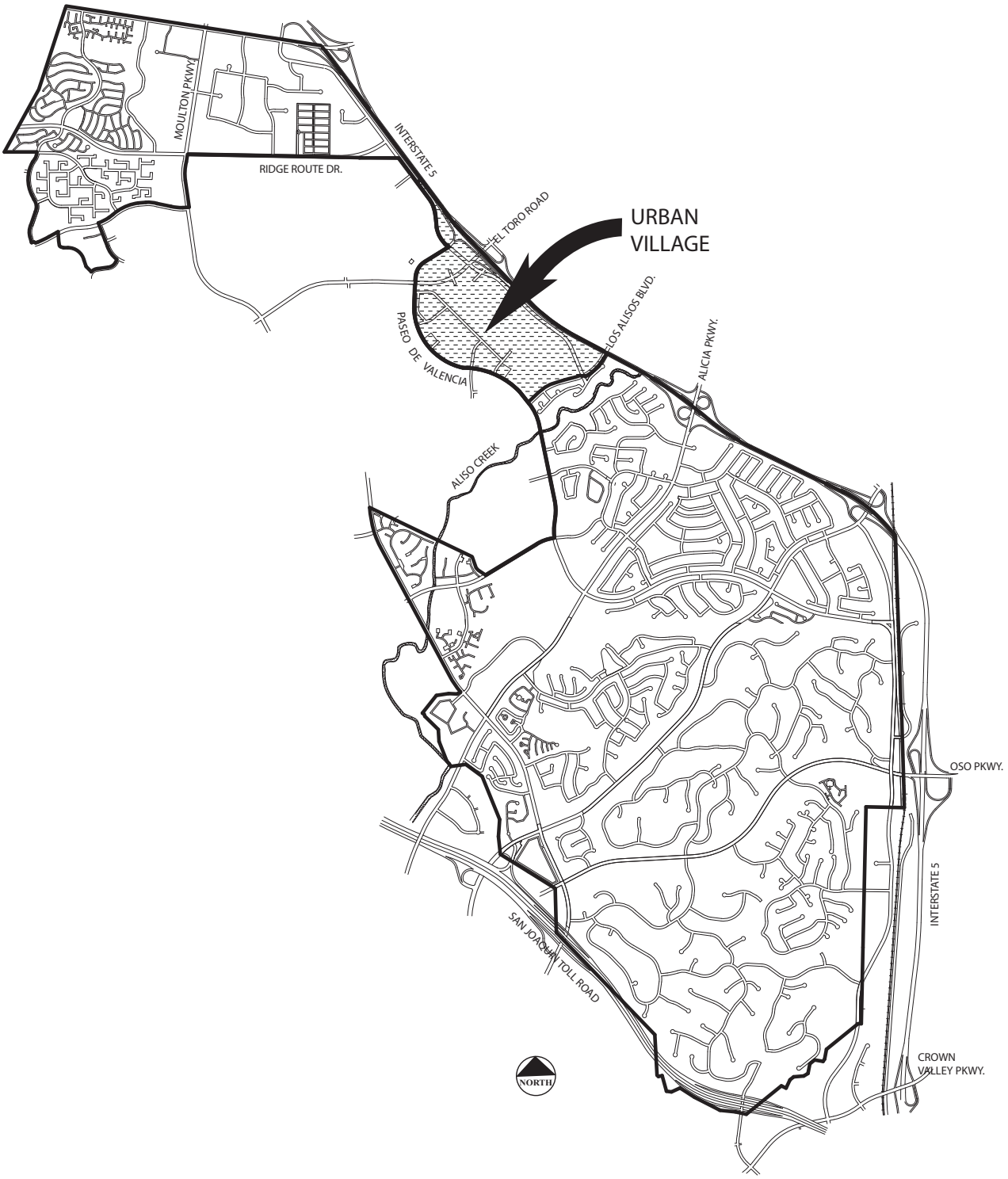


VICINITY MAP

fig. 1

Laguna Hills Urban Village

date: Nov. 2002

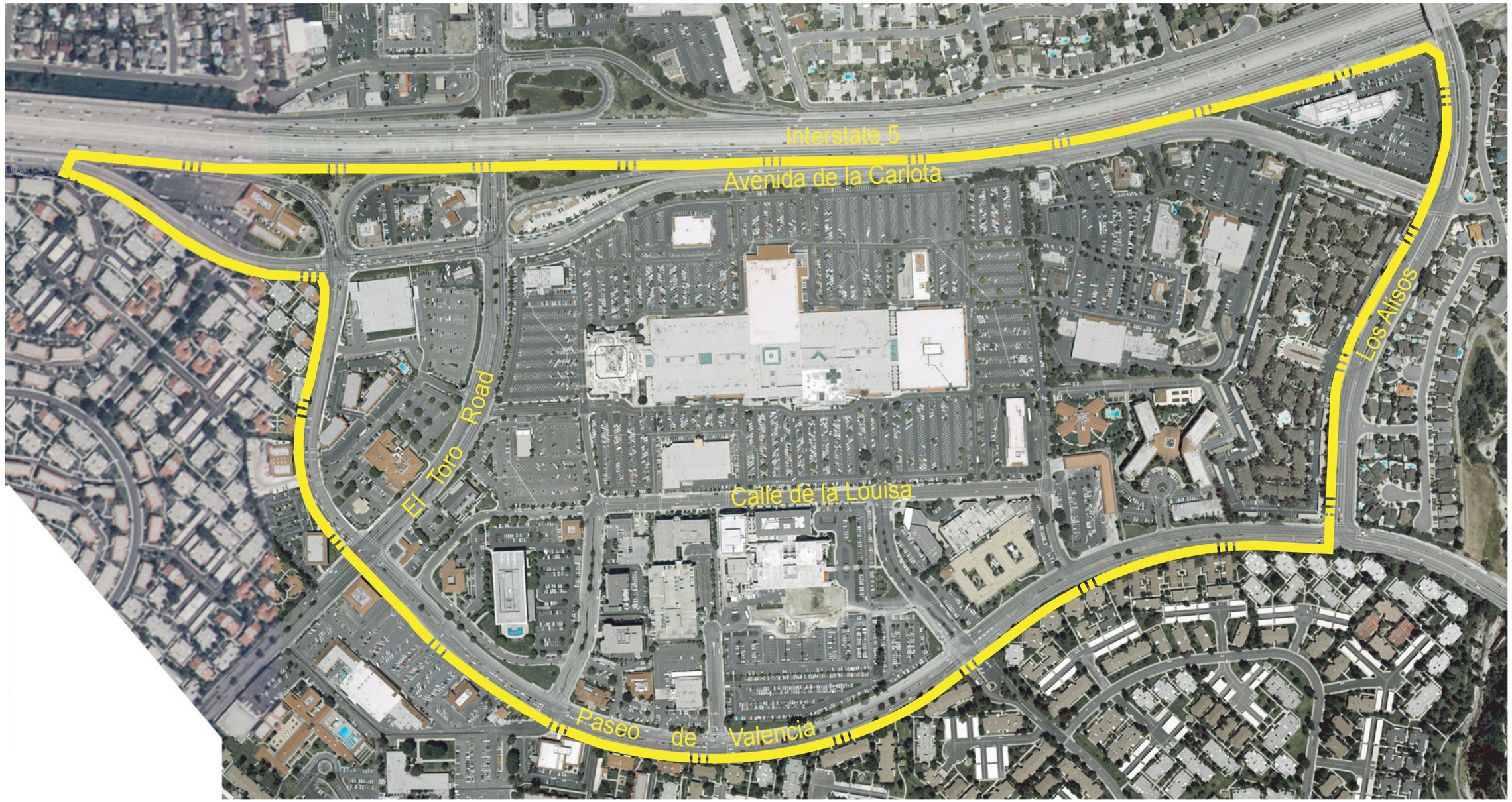


LOCATION MAP

fig. 2

Laguna Hills Urban Village

date: Nov. 2002



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approximate

north

Aerial Photo

date: Nov. 2002 fig. 3

Laguna Hills Urban Village



OAKBROOK VILLAGE

VILLA VALENCIA



PRADO APARTMENTS



EXISTING CONDITIONS

Laguna Hills Urban Village

date: Nov. 2002 fig 4





EL TORO ROAD

CIVIC CENTER









LAGUNA HILLS MALL



SADDLEBACK MEMORIAL MEDICAL CENTER

EXISTING CONDITIONS

Road, Los Alisos, Lake Forest Boulevard, and Paseo de Valencia provide access into the area for Laguna Hills residents, as well as from the surrounding communities of Laguna Woods, Aliso Viejo, Lake Forest, Mission Viejo and Laguna Beach.

STUDY AREA OPPORTUNITIES

In recent years there has been a significant amount of development activity and investment in property within the Study Area in the form of new retail and restaurant development, medical center expansion, and substantial maintenance-related property improvements. In conjunction with these improvements the businesses in the district have modernized and diversified. The Study Area has also acquired amenities such as separated landscaped walkways and outdoor eating areas; both are features that enhance the interest of the area and make it easier to move around within the area.

STUDY AREA CONSTRAINTS

Although the Study Area contains businesses and services that are an asset to the community and surrounding region, they do not presently function as a cohesive district with a distinctive identity. There are various factors that detract from the atmosphere of the Study Area including:

- Poor urban design.
  - Commercial properties bear little relation to one another.
  - Buildings and streets lack human scale features.
  - Physical barriers separate residential and commercial areas.
- Few community focal points and open spaces/gathering places.
- Traffic congestion
  - Perceived inadequate roadway capacity.
  - Need for traffic improvements in the vicinity.
- Limited entertainment attractions.
- Limited public right-of-way widths and sporadically located sidewalks that are not pedestrian friendly.

RELATIONSHIP OF STUDY AREA TO COMMUNITY

The Study Area contains the highest concentration of goods, services, and employment opportunities in Laguna Hills. The area presently consists of a 527,000 square foot medical center, approximately 633,000 square feet of office space and 1,124,000 square feet of retail space. The 756 residential units in the Urban Village consist of the Prado apartment complex (360 units) and the Villa Valencia senior citizen development (396 units). The Study Area also includes an employment base of approximately 5,000 workers, a number that has the potential to increase significantly under General Plan build-out conditions.

The area is patronized primarily by residents of Laguna Hills, and the adjacent communities of Laguna Woods, Lake Forest, Aliso Viejo, Laguna Niguel, and Mission Viejo. Key destinations include the Laguna Hills Mall, the Oakbrook Village shopping center, and the medical offices associated with Saddleback Memorial Medical Center. The Study Area is considered to be a place for a convenient traditional shopping and dining experience, appealing to area workers, families, and seniors.

The City of Laguna Hills recently purchased an office building located near the corner of Paseo de Valencia and El Toro Road for use as a Civic Center. The relocation of City Hall and additional community services will provide a strong center of activity in the area and create an opportunity to add new design elements to the area that can encourage and stimulate new developments within the Urban Village.

The preferred method of access into the area is by automobile. However, Orange County Transit Authority buses and the privately operated senior citizen shuttle buses provide frequent service to the area and are heavily utilized. There are residents living within the Urban Village that will benefit from the enhanced pedestrian pathways to facilitate walking in the Village. In addition, the adjacent City of Laguna Woods is considering adding a golf cart path adjacent to El Toro Road, which will provide another mode of access to the Urban Village. If the City of Laguna Woods implements it's plans for a golf cart path adjacent to El Toro Road, the City of Laguna Hills should attempt to work with Laguna Woods to extend the path into the Urban Village area to provide access to the Saddleback Memorial Medical Center and Laguna Hills Mall.

PURPOSE OF SPECIFIC PLAN

The intent of the Urban Village Specific Plan is to better define and establish development policies and standards that encourage and facilitate the creation of a village-like "downtown core" within the Study Area, and to shape the future of the district as a vibrant regional and community destination that contributes to the quality of life for residents of Laguna Hills and the region. The Specific Plan is also a proactive effort on the part of the City to maintain and enhance the long-term economic vitality of the area as it relates to the image and fiscal health of the community.

The purpose of the Specific Plan is to establish development policies and standards that address these issues, fostering a "sense of place" that makes the Study Area a shopping, business, medical, and recreational destination for residents of Laguna Hills and south Orange County. The main goals are to:

- Encourage and facilitate new uses in the area;
- Create new pathways and add landscaping to existing sidewalks to create a pedestrian-friendly environment;
- Create an identity for the area through the use of entry features, area wayfinding signs, consistent landscaping and street furniture;
- Facilitate private investments in the development of desirable and planned activity nodes;
- Take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
- Increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
- Provide the framework for a public/ private partnership to implement the goals of the specific plan.

II. PLANNING FRAMEWORK

GENERAL PLAN

The General Plan land use designation for the area is *Village Commercial.* The intent of this land use district is to:

- Develop an urban core;
- Promote a variety of commercial, civic, recreational, and high density residential uses that work in concert to create an urban village; and
- Provide enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas.

The Special Studies and Programs section of the Laguna Hills General Plan Implementation Program calls for the development of a Specific Design Plan for the Laguna Hills Village area that includes the following:

- An "urban design framework plan" that illustrates major design concepts for the Village area that:
  - Provides techniques for the enhancement of existing parking and circulation;
  - Illustrates potential building massing that could be provided under the Urban Village development criteria established in the General Plan;
  - Identifies proposed pedestrian linkages and public spaces; and
  - Establishes village design guidelines.
- An implementation component that:
  - Establishes an overall vehicle trip cap for all uses;
  - Establishes standards for mixed use development;
  - Outlines several implementation techniques; and
  - Provides a schedule of public sponsored improvements.
- A Public Participation Program that involves area business owners and operators and the public in open design workshops.

The General Plan Implementation Program also calls for the development of a master plan of community facilities that outlines the phasing and development of community facilities for the next 20 years. Specifically, this master plan is to include the development of the following facilities in the Urban Village:

- Civic Center; and
- Cultural Arts Center.

In addition to the Urban Village directives identified in the Implementation Program, the Fiscal Management portion of the General Plan establishes the following goal that is applicable Citywide:

Promotion of an economic base that provides service to the area's population, broadens business and employment opportunities for the community, and generates sufficient municipal income to support the services and facilities envisioned in the City of Laguna Hills General Plan.

The strategies identified to implement this goal that are applicable to the Urban Village include:

A.2 Review current service delivery needs and, based upon anticipated changes of population, businesses, and/or annexation, project service needs for the short-term (two years) and long-term (five years).

A.6 Ensure that all long-term operation and maintenance costs are anticipated and planned for in the development of City Capital Improvement Projects.

A.8 Confirm that there is sufficient anticipated future budget surpluses to support the new or improved services. Caution should be exercised with regard to initiating new and improved services since it is difficult to eliminate or reduce services.

A.9 Maintain a list of new or improved services that are most desired by the community by discussing local needs with residents and community leaders, assessing service utilization, and/or conducting surveys.

A.13 Work closely with the Laguna Hills Mall to avoid any unnecessary delay in the Mall expansion and occupancy.

A.15 Support the early development of any use within the City that can both generate a positive net fiscal impact and is consistent with the General Plan. This will be particularly helpful to move the "urban village" commercial core forward in a timely manner.

DEVELOPMENT CODE OBJECTIVES

The 1998 Laguna Hills Development Code designates the land use in the Study Area *Village Commercial* and states that all development within this district is subject to the provisions of the Urban Village Specific Plan.

The purpose of the Specific Plan as indicated in the Development Code is to provide standards and guidelines in the following areas:

- Techniques to enhance vehicle circulation.
- Guidelines for parking system enhancement.
- Examples and alternatives for building mass potentials authorized by the General Plan.
- Pedestrian corridor and linkage.
- Creation of public spaces to include parks, plazas, outdoor seating areas.
- Design guidelines related to architectural, landscape and signage within

the district.

- Transportation management services within the village area.

- Guidelines for housing development within the village area.

LIVABLE COMMUNITIES PRINCIPLES

In addition to the direction provided by the General Plan, livable community principles also serve as a foundation for the Urban Village Specific Plan. The principles that are particularly relevant to the Study Area are the Community Principles of the Ahwahnee Principles, a set of fundamental guidelines established by the Local Government Commission's Center for Livable Communities. The Ahwahnee Principles provide a framework for the establishment of land use and development policies that encourage the creation of an environment that is responsive to the functional and social needs of the individuals who live and work within them. The Community Principles most applicable to the Study Area include the following:

- All planning should be in the form of complete and integrated communities containing housing, shops, work places, schools, parks and civic facilities essential to the daily life of the residents.

- Community size should be designed so that housing, jobs, daily needs and other activities are within easy walking distance of each other.

- As many activities as possible should be located within easy walking distance of transit stops.

- A community should contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.

- Businesses within the community should provide a range of job types for the community's residents.

- The location and character of the community should be consistent with a larger transit network.

- The community should have a center focus that combines commercial, civic, cultural and recreational uses.

- The community should contain an ample supply of specialized open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.

- Public spaces should be designed to encourage the attention and presence of people at all hours of the day and night.

- Streets, pedestrian paths and bike paths should contribute to a system of fully connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use by being small and spatially defined by buildings, trees and lighting; and by discouraging high speed traffic.

- The community design should help conserve resources and minimize waste.

- Communities should provide for the efficient use of water through the use of natural drainage, drought tolerant landscaping and recycling.

- The street orientation, the placement of building and the use of shading should contribute to the energy efficiency of the community.

The development policies and standards of this Specific Plan have been designed to respond to these principles to the maximum extent possible. Implementation of the Specific Plan will not only make the Urban Village a more "livable", vibrant, user-friendly environment, but will also contribute to the livability of the City of Laguna Hills as a whole, providing an integrated district in which community residents can live, work, shop, obtain professional services, and recreate.

SPECIFIC PLAN CONTENTS

The Specific Plan addresses the goals and strategies of the General Plan, and livable community principles, through a variety of mechanisms including:

Land Use Plan
Streetscape Plans
Open Space Plan
Pedestrian Plan
Signage
Lighting
Landscape Plan
Design Guidelines
Revised Development Standards
Public Art Requirements
Infrastructure Plan

III. LAND USE PLAN

INTRODUCTION

The Land Use Plan is conceptual in nature and shows where new development might occur within the Urban Village. The Plan also includes design concepts for the streetscape edge conditions, public open space, pedestrian pathways, entry features and way-finding graphics. The diagrams and discussions are intended to provide guidelines for improvements to the streets and pedestrian pathways located throughout the Urban Village. The diagrams are schematic in nature and not meant to be a precise plan. The plan is not intended to specify actual projects that will be built in the area and does not bind either the City or private property owners to build any specific projects. Figure 5 shows the existing land use pattern for the area. Figure 6 identifies the conceptual Land Use Plan for the Urban Village indicating the areas of potential future expansion and new development.

The Conceptual Land Use Plan encourages a variety of different types of uses within specific locations of the Study Area to fulfill the goals and objectives of this plan for creating an Urban Village. While new development can occur anywhere within the area, subject to the development standards contained within Section V, the plan identifies the preferred locations for these uses. The uses are defined as follows:

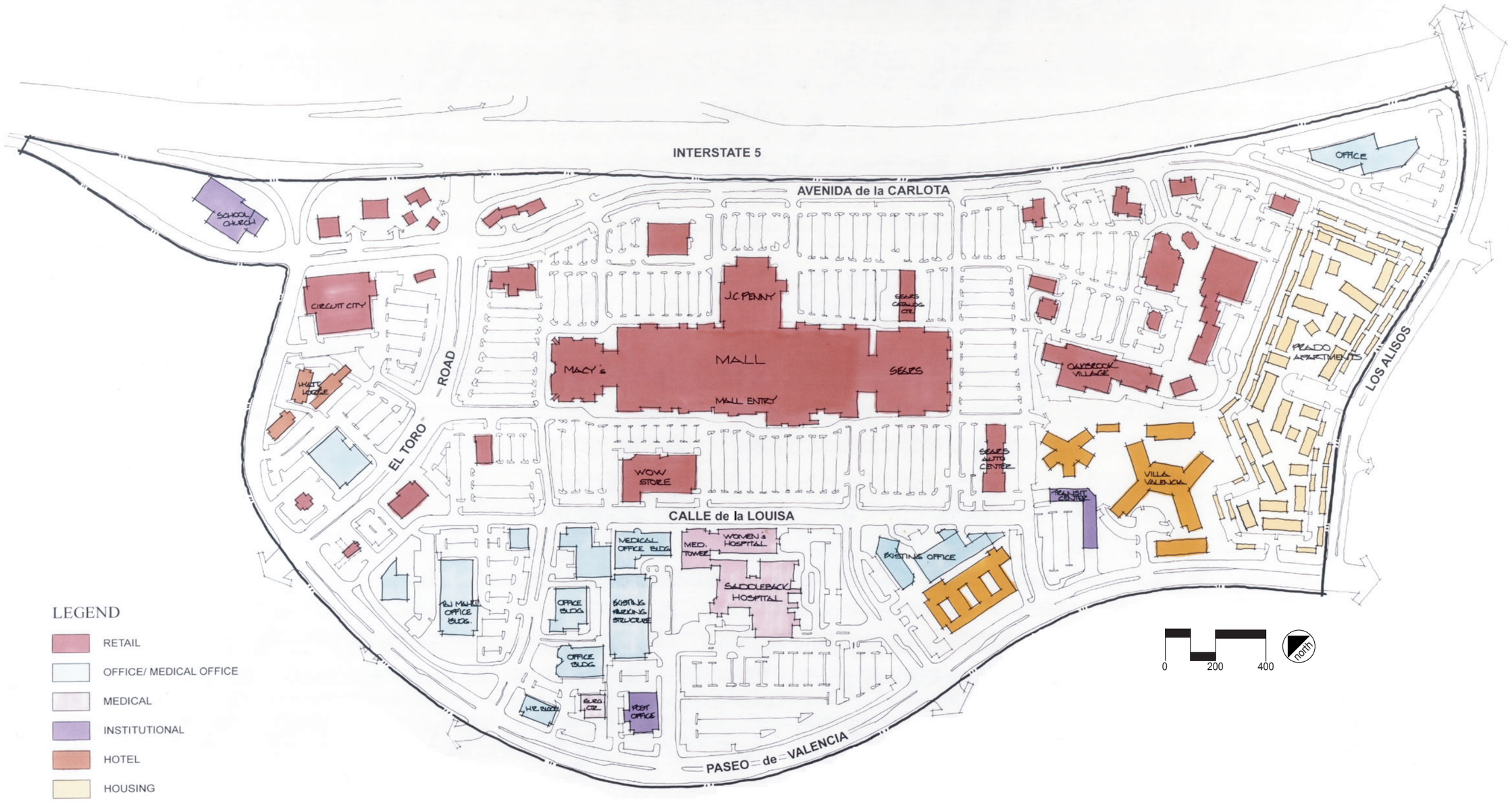
- Retail – includes the retail shopping centers, restaurants, stand-alone retail businesses, service uses, and accessory retail uses
- General Office – consists of professional, non-medical offices
- Medical Office – allows medical office and hospital uses
- Mixed Use – includes residential uses in conjunction with retail or office uses
- Hotel Retail – permits hotel development with accessory retail and restaurant uses
- Civic Center – allows city offices, community meeting facilities and other professional office uses.

Since there are numerous land owners, the plan enables each land owner to determine the details of their own development proposals (including architecture, site design, landscaping) with the design guidelines and Land Use Plan as the basis for City evaluation.

The Land Use Plan outlines major circulation improvements desired for both public and private property; general desired site planning/building orientation concepts; aesthetic improvements such as landscaped medians, parkways, and enhanced corner landscape treatments; desired conceptual pedestrian amenities such as enhanced pedestrian sidewalks, walkways, and public open space areas; and entry identification elements that will serve to give the Urban Village area its own unique identity.

MAIN STREET CONCEPT

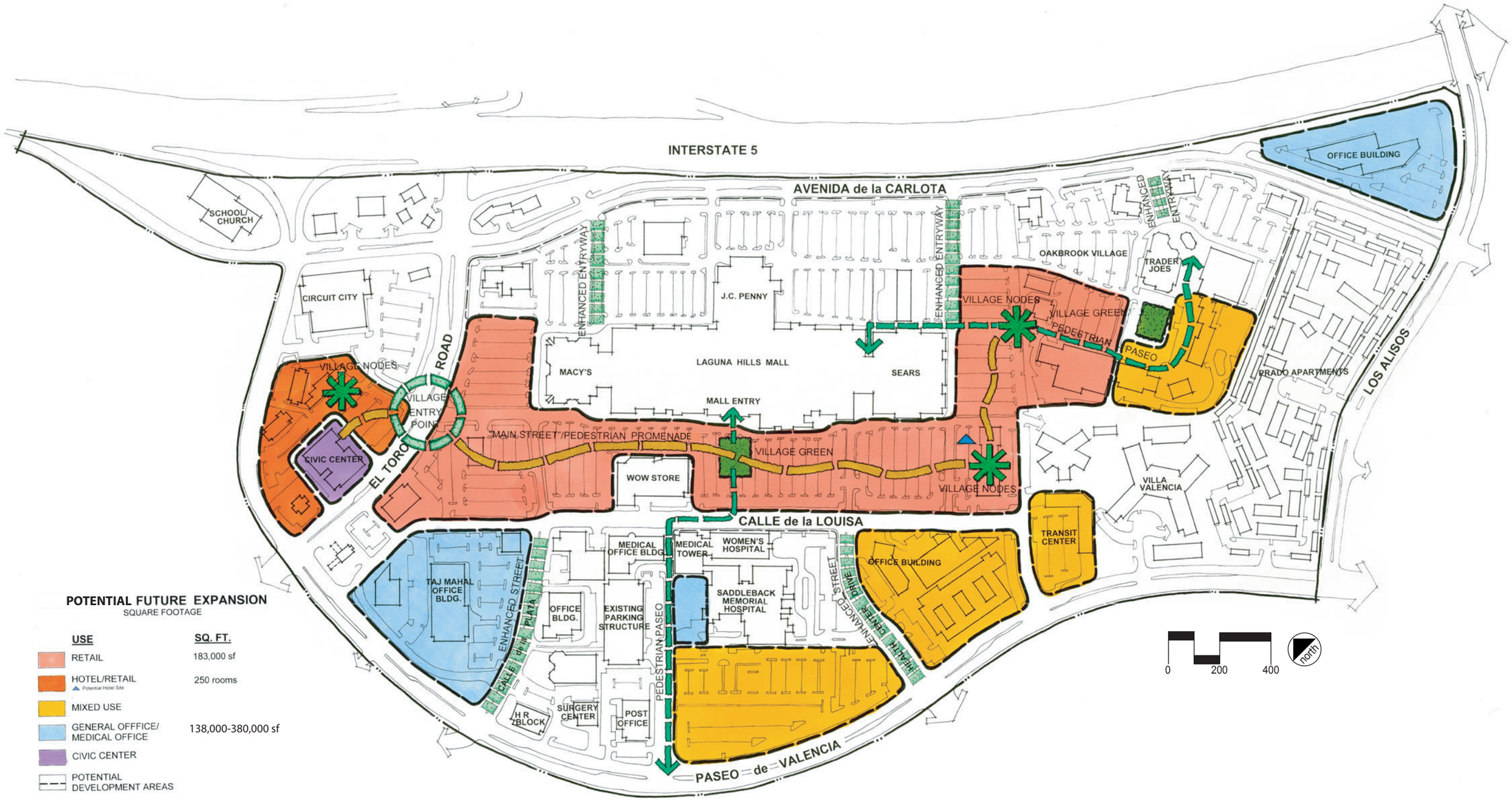
The proposed Main Street serves as the basis for the land use plan and provides



Existing Land Use

date: Nov. 2002 fig. 5

Laguna Hills Urban Village



POTENTIAL FUTURE EXPANSION
SQUARE FOOTAGE

USE	SQ. FT.
RETAIL	183,000 sf
HOTEL/RETAIL (Potential Hotel Site)	250 rooms
MIXED USE	
GENERAL OFFFICE/ MEDICAL OFFICE	138,000-380,000 sf
CIVIC CENTER	
POTENTIAL DEVELOPMENT AREAS	

- 200 DU are allowed within the Urban Village
- The current zoning for the Urban Village Area would allow for any of the above listed uses in any of the development areas.

Land Use Concept Plan

date: Nov. 2002 fig. 6

Laguna Hills Urban Village

the backbone for many of the key elements of the desired development patterns and aesthetic improvements envisioned for the Urban Village as a whole. The Main Street will be centrally located within the Urban Village and is anticipated to be an area where residents, employees, and visitors to Laguna Hills can meet, socialize, shop, and conduct business. It is intended to be a pedestrian oriented shopping, dining, and entertainment area that will transform the Laguna Hills Mall shopping area from an old style shopping mall to a multi purpose destination for local residents, area employees, and the region.

Main Street is envisioned to feature diagonal parking, street trees, decorative street lights and street furniture, special paving, and easy and attractive pedestrian connections between adjacent retail, specialty service, dining, business, and entertainment uses.

It is anticipated that Main Street will be constructed within the existing Laguna Hills Mall property between the existing "WOW" store and main Mall building. Parking displaced by Main Street and adjacent new retail development would be replaced in new parking structures that could be constructed on the Mall property.

In addition to the Main Street, traffic flow within the Urban Village area and on the surrounding arterials will be facilitated through a number of roadway improvements identified within the Laguna Hills General Plan. The specific improvements are identified within the traffic section of the infrastructure plan.



IMAGE OF MAIN STREET

STREETSCAPE EDGE CONDITIONS

The concept with the edge conditions is to create a unifying appearance that allows this area to be identified as the Urban Village. As seen on the Edge Condition Plan, Figure 7, and Edge Condition Sections, Figures 8 through 15, there is a certain consistency that can be created throughout the area to unify and establish a theme for the Urban Village for improved recognition and to enhance the appearance of the area. This will be accomplished by implementing a landscape theme throughout the Urban Village on exterior streets as well as interior streets. The use of a consistent plant palette, entry features, stone walls and way finding signs will give the area one unified appearance.

1. El Toro Road (Figure 8)

El Toro Road is a major arterial street that traverses the northern section of the Urban Village area. El Toro Road is a regional arterial with freeway on- and off-ramps that provide access to the Urban Village from the I-5 freeway. As the primary entry location to the area, the El Toro roadway has been designed to create a distinct identity for the Urban Village. El Toro Road is proposed to have additional through lanes and right hand turn lanes added (see road improvement plan, Figure 32). There will be improved parkway strips on both sides of the road - 20' deep and median islands with landscaping and Urban Village Entry Features. The parkway strip will consist of a 5'-0" hedge behind curb, then a 5'-0" sidewalk followed by 10'-0" of landscaping. Within the landscaped area there will be a 30" high stone wall curving back and forth around street trees from the back of sidewalk to the edge of the parking lot.

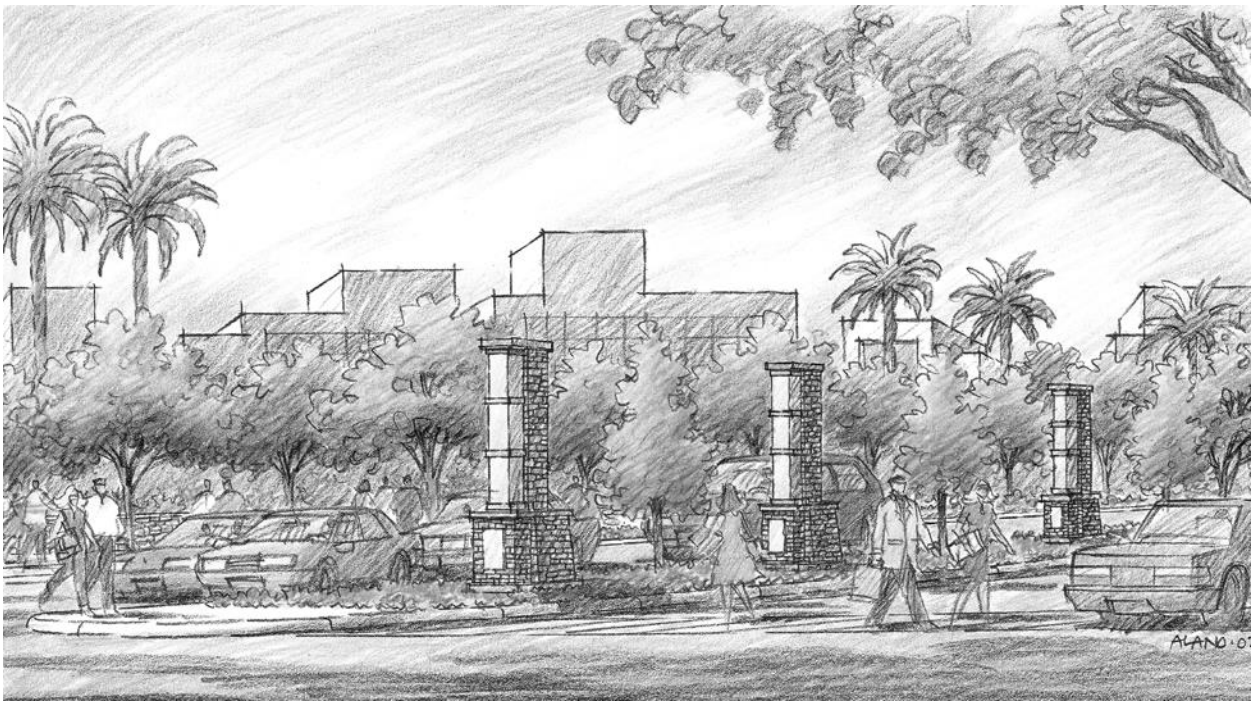
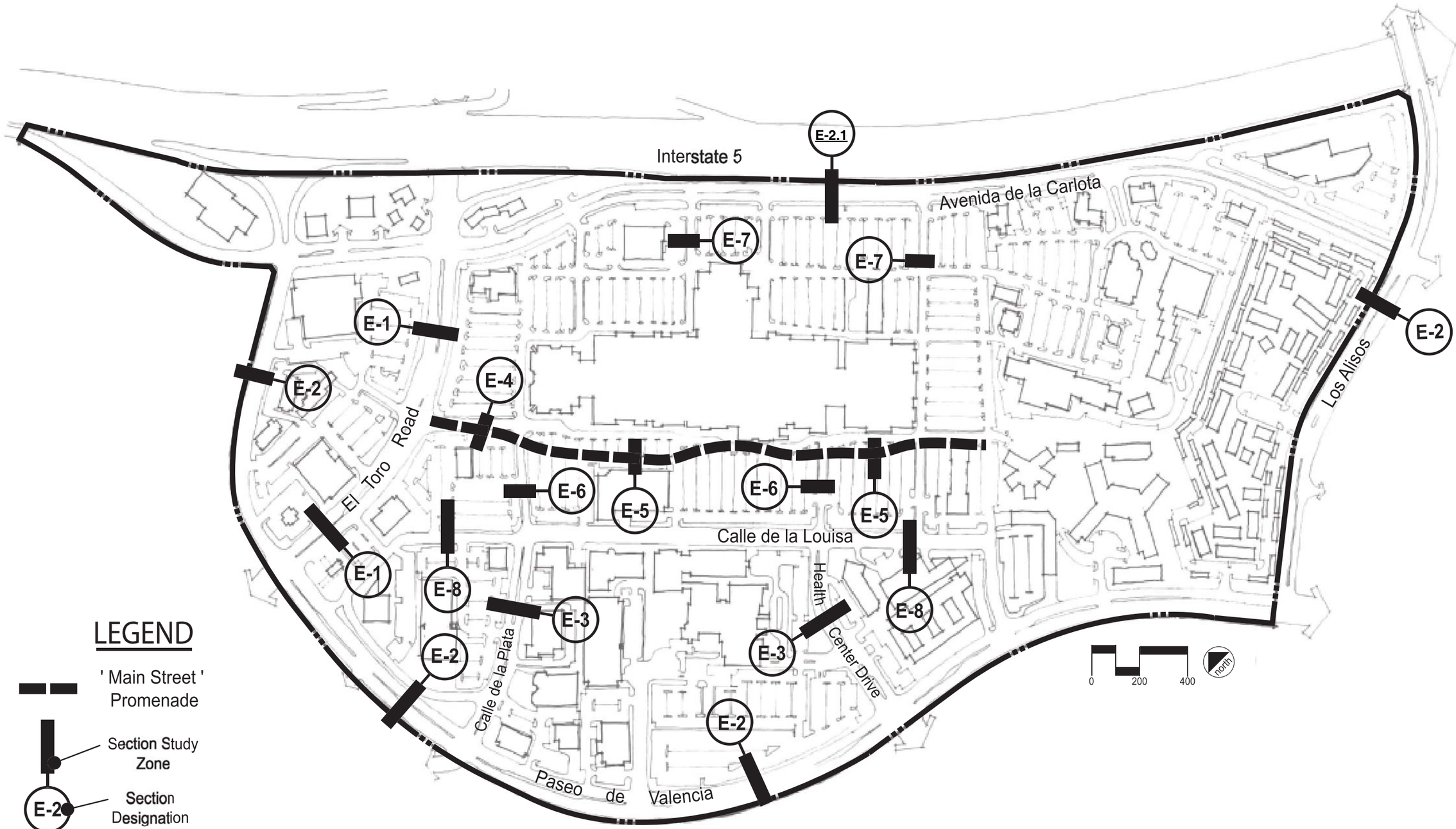


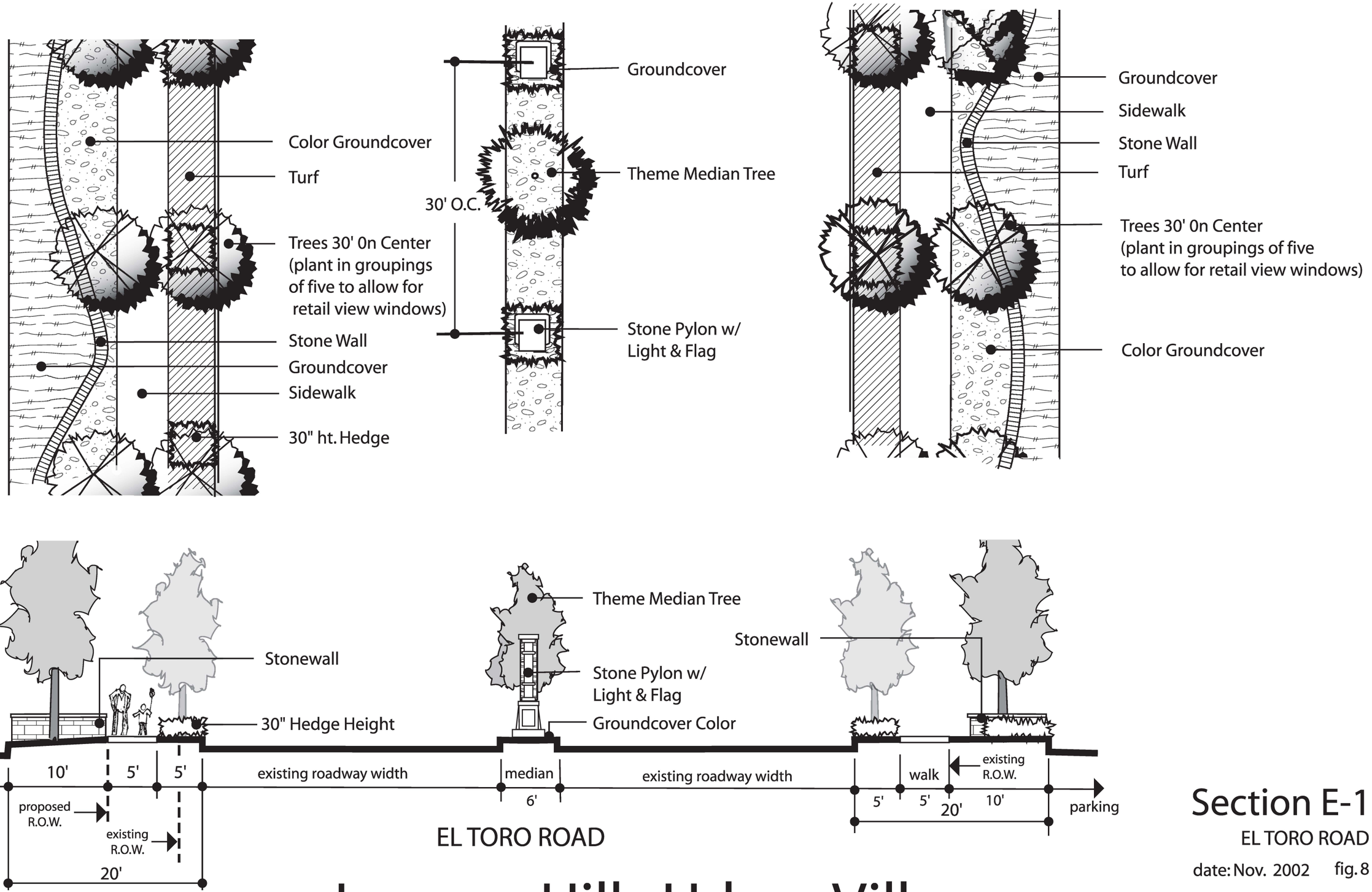
IMAGE OF EL TORO ROAD ENTRY FEATURES



Street Edge Condition Plan

date: Nov. 2002 fig. 7

updated: Nov. 2017



Section E-1

EL TORO ROAD

date: Nov. 2002 fig. 8

Laguna Hills Urban Village

It is envisioned that the area between the sidewalk and the stone wall will be planted with a colorful flowering ground cover and the areas behind the wall will be planted with thick dense evergreen shrubs. The street trees will be planted 30'-0" on center in groups of five so that open view corridors can occur along El Toro Road. The median islands will incorporate the Urban Village Entry Feature along with specimen trees where the median island is wide enough. Coloring ground cover will be planted at the base of each Entry Feature and in the narrow sections of the median islands.

General Characteristics

- 20'-0" min. Parkway
- 5'-0" sidewalk
- Buildings should be orientated to El Toro Road

2. Perimeter Streets (Figure 9 & 9.1)

The perimeter streets (Avenida de la Carlota, Los Alisos, and Paseo de Valencia) surrounding the Urban Village will have a consistent look so that the boundaries are clearly delineated. A landscaped area of 8'-0" min. behind sidewalk will be required. There are two design concepts that will be utilized within the parkway, to allow flexibility depending upon the location of existing buildings, trees or other structures.

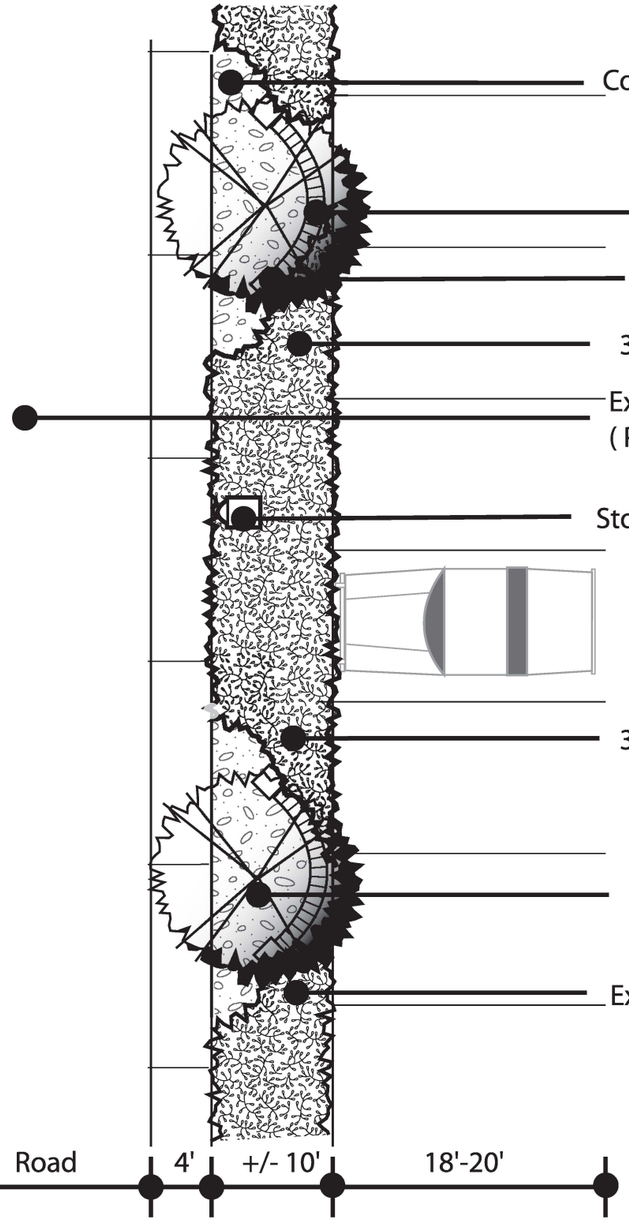
The first alternative provides for planting of the theme trees within this parkway at 30'-0" on center with 30" high stone walls curving around them with pilasters capping the ends of the wall. Coloring ground cover will be placed in front of the stone wall to accent the theme trees. Stone pilasters with lights will be placed in between the theme trees at 30'-0" on center. A thick dense ground cover will be planted in between the theme trees.

The second alternative parkway design will consist of a curving 30" high screen (to help screen parking lots) made up of both a stone wall and a hedge. Stone pilasters with lights will be placed at equal intervals as this wall touches the sidewalk. Coloring groundcover will be placed in front of the wall section (as shown in Figure 9) to give visual interest and continuity to the overall perimeter of the Urban Village.

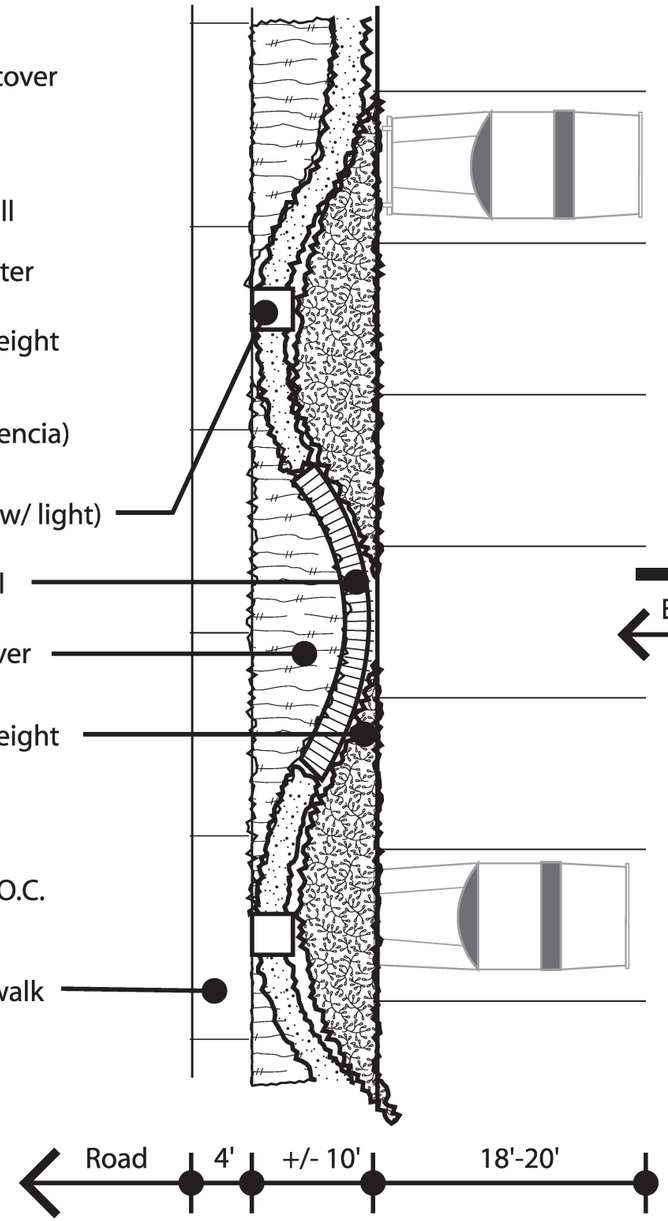
Regarding the right-of-way cross section for Avenida de la Carlota between El Toro Road and Los Alisos Blvd., the overall concept is to enhance the walkability and safety of the roadway for pedestrians by creating a parkway with street trees adjacent to the sidewalk. Additionally, a wider sidewalk for this street will encourage pedestrian use between newly constructed residential units and commercial uses in the area. These design features are in line with goals and policies of the City's General Plan and Complete Streets concepts that promote walking as an option for both recreation and commuting and as an alternative to the automobile. Specific design features for the parkway and sidewalk are detailed in General Characteristics.

General Characteristics

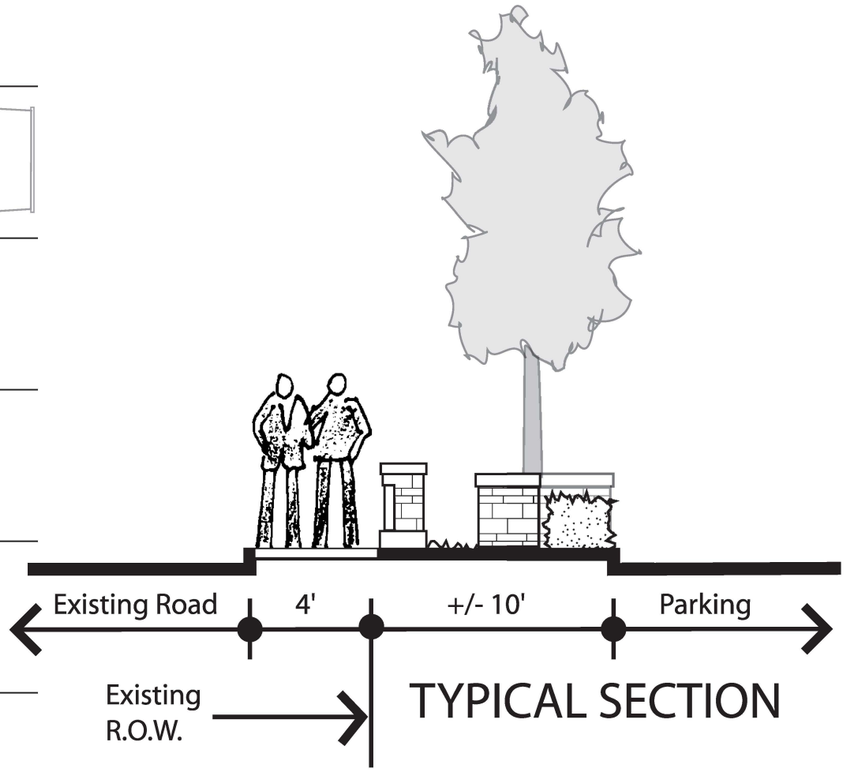
- 10'-0" min. landscape setback from behind sidewalk
- A 4'-0" sidewalk is required within the parkways behind the curb
- For Avenida de la Carolta, a 6'-0" landscape parkway and a 6'-0" sidewalk will be used between El Toro Road and Los Alisos Blvd. For the area of roadway adjacent to the I-5 Freeway, the landscape parkway and sidewalk will be built



* EDGE TREATMENT 'A'



* EDGE TREATMENT 'B'



TYPICAL SECTION

* per direction of
Community Development

Section E-2

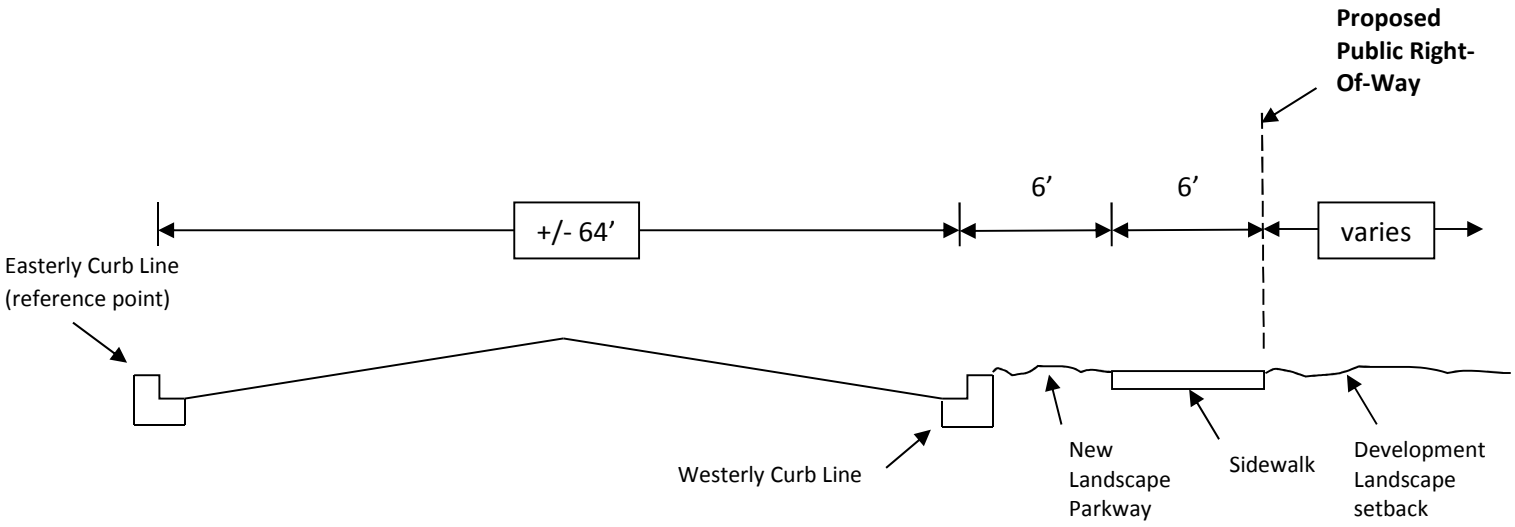
PERIMETER STREETS

date: Nov. 2002

fig. 9

Laguna Hills Urban Village

AVENIDA DE LA CARLOTA ROAD DIMENSIONS
Typical Cross Section*
Between El Toro Road and Los Alisos Blvd.



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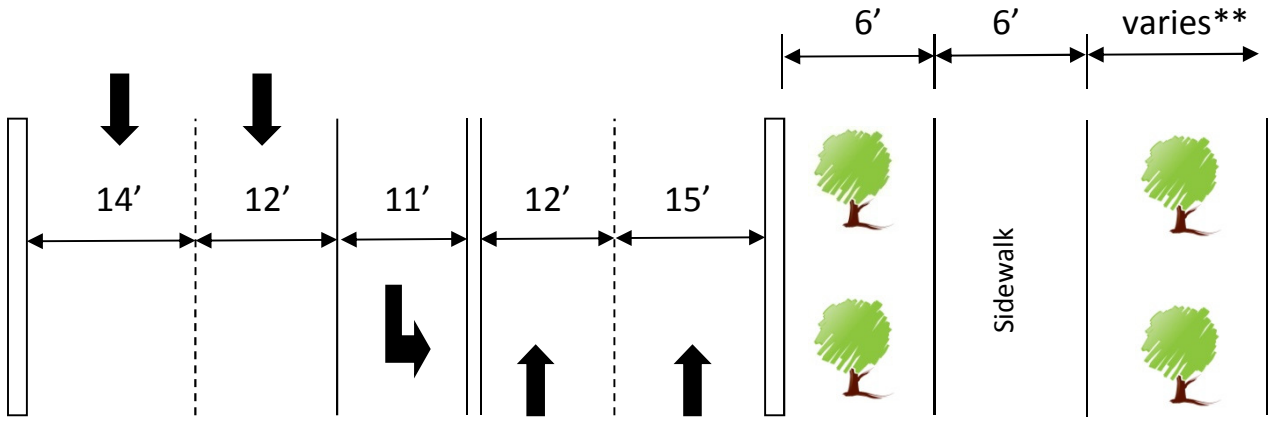
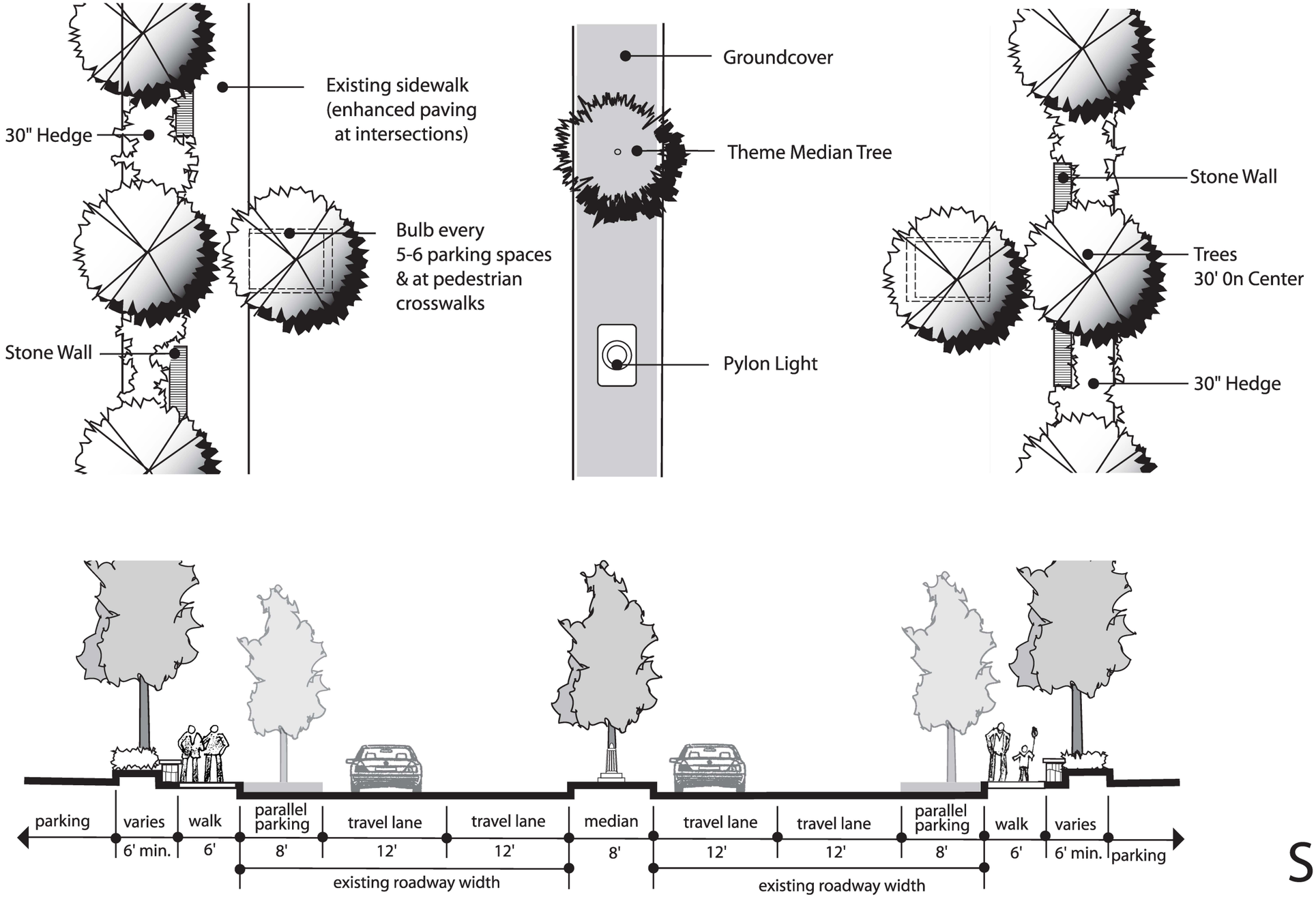


Not to Scale

PLAN VIEW

*Roadway section flares to wider dimensions at intersections with El Toro Road and with Los Alisos Blvd.
**Refer to Figure 9 for edge treatments A and B

Section E-2.1
Perimeter Streets
Figure 9.1



HEALTH CENTER DRIVE and CALLE DE LA PLATA

Laguna Hills Urban Village

Section E -3

ENTRY STREETS

date: Nov. 2002 fig. 10

on the westerly side of the road only.
- All landscape material should be the same along these perimeter edges

3. Entry Streets (Figure 10)

The entry streets (Health Center Drive & Calla de la Plata) will have a unifying look consisting of a straight 30" high stone wall and hedge running the entire length of these streets behind the existing sidewalk. The stone wall and hedge should alternate as they run down the street to give some visual relief. In front of this wall and hedge should be a minimum of 4'-0" of ground cover and the required street tree for this street placed at 30'-0" on center. This will provide a buffer for the pedestrians from the parking lot.

The existing medians will stay with the incorporation of the new stone pylons with lights placed every 40'-0" on center and a theme tree placed in between the pylons. Coloring ground cover should be placed around the base of the pylon. Where possible at mid-block (between driveways) tree wells/tree bulbs should be placed in the parking lane with a street tree placed in it with coloring ground cover placed at the base.

General Characteristics

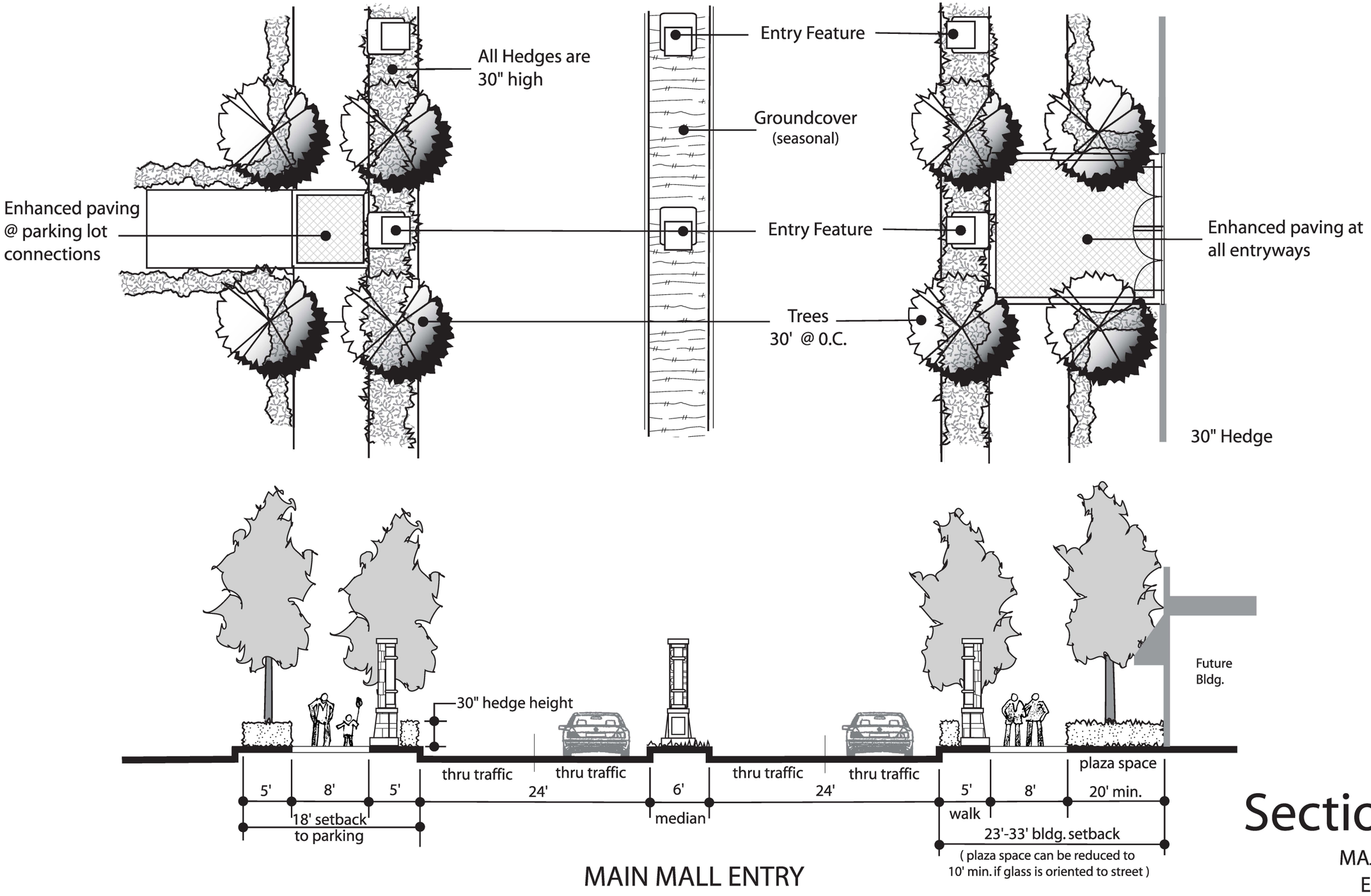
- 6'-0" min. landscape area behind sidewalk for landscaping and screen wall or hedge
- A 15'-0" building setback should be maintained along the edges
- All landscape material should be the same along these entry streets
- A 6'-0" sidewalk is required on both sides of all entry streets behind the curb
- Enhanced paving should occur at all intersections and tree bulb/well locations

4. Major Project Entry Street from El Toro Road (Figure 11)

The major project entry street (located on the north side of the Mall at El Toro Road) will incorporate a pedestrian paseo on both sides of the entry street so that the pedestrian is separated from the vehicular traffic. See Figure 7, section E-4, for precise location of this entry. This Entry Street will transform into the Main Street and provides definition and transition from the major arterial (El Toro Road) to the smaller-scale pedestrian retail district found along Main Street. This pedestrian paseo will consist of an 8'-0" wide sidewalk with 5'-0" wide landscape buffers on both sides. The landscaped buffer areas will include trees planted at 30'-0" on center and a hedge 30" high running the full length of the paseo. A 6'-0" wide median will be incorporated into this entry street incorporating the stone entry features and colored ground cover. It is intended that the buildings fronting this entry street will incorporate various plazas and recessed entries to stores.

General Characteristics

- A 20'-0" building setback should be maintained from back of sidewalk on the entry street. A setback of 10'-0" can occur along the entry street if the buildings are orientated to the street.
- All landscape material should be the same along this major project entry.
- Enhanced paving should occur at all intersections, mid block entries from the parking lot, and at various building entries or plazas



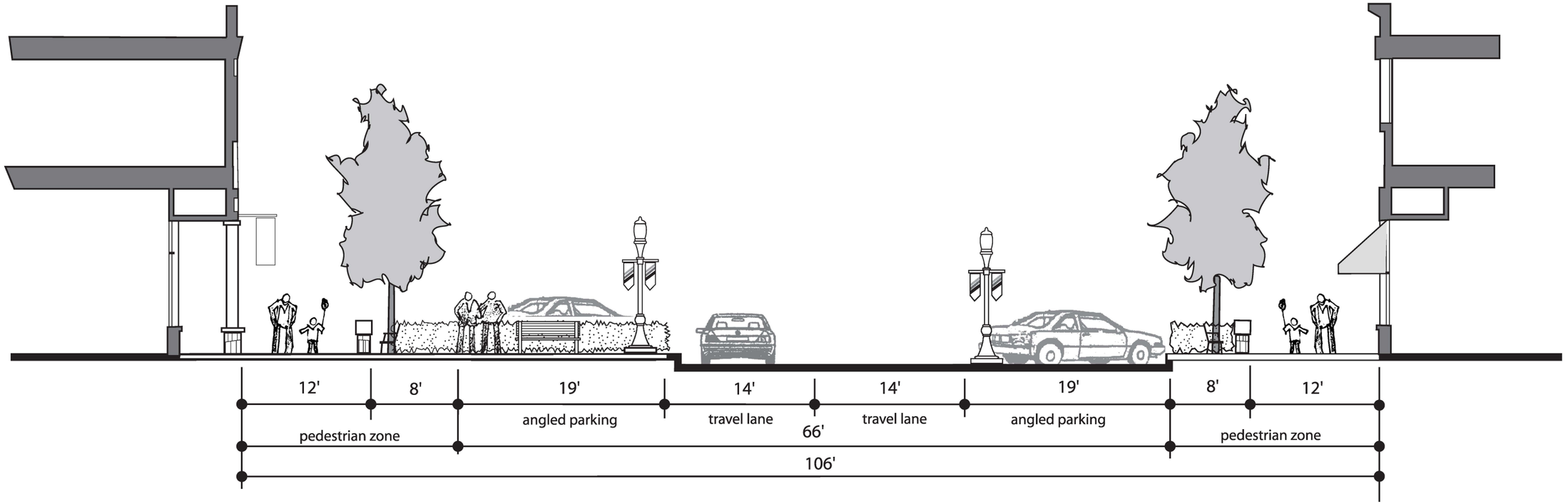
MAIN MALL ENTRY

Section E-4

MAJOR PROJECT
ENTRY STREET

date: Nov. 2002 fig. 11

Laguna Hills Urban Village



MAIN STREET

Section E-5

MAIN STREET

date: Nov. 2002 fig. 12

Laguna Hills Urban Village

5. Main Street (Figure 12)

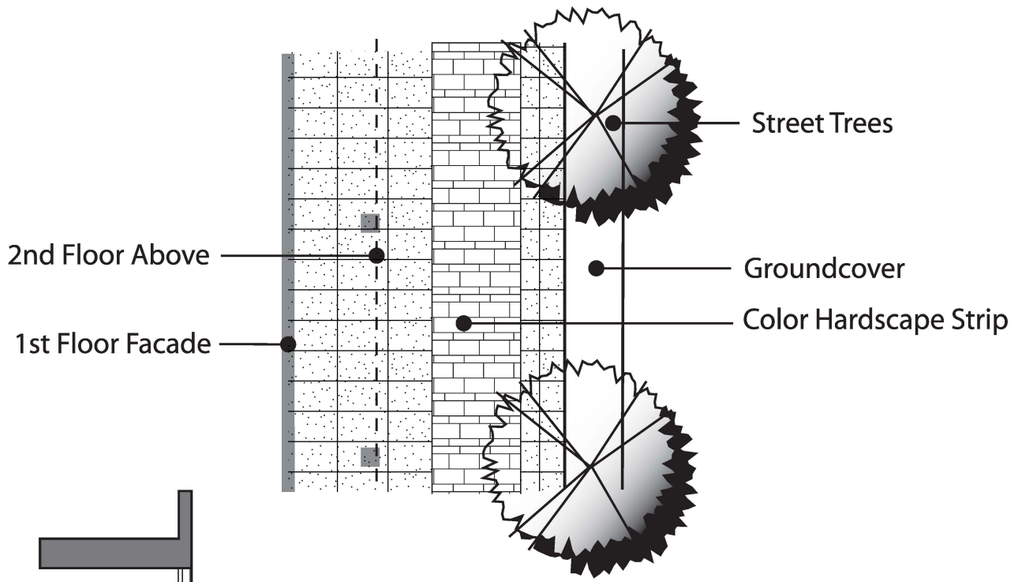
Main Street will become the center of the Urban Village. This street will be characterized by tight, continuous building setbacks on both sides of the street and with a very active sidewalk filled with many pedestrian amenities. The overall width of Main Street will be 106'-0" with two lanes of thru traffic and diagonal parking on either side. A pedestrian zone of 20'-0" will be incorporated on both sides of the street along the building face. This pedestrian zone will be broken down to a 12'-0" wide sidewalk and an 8'-0" pedestrian amenity zone where street furniture (benches, lighting, and landscaping) will be placed. Enhanced paving should occur throughout the pedestrian zone, crosswalks, and at all intersections.

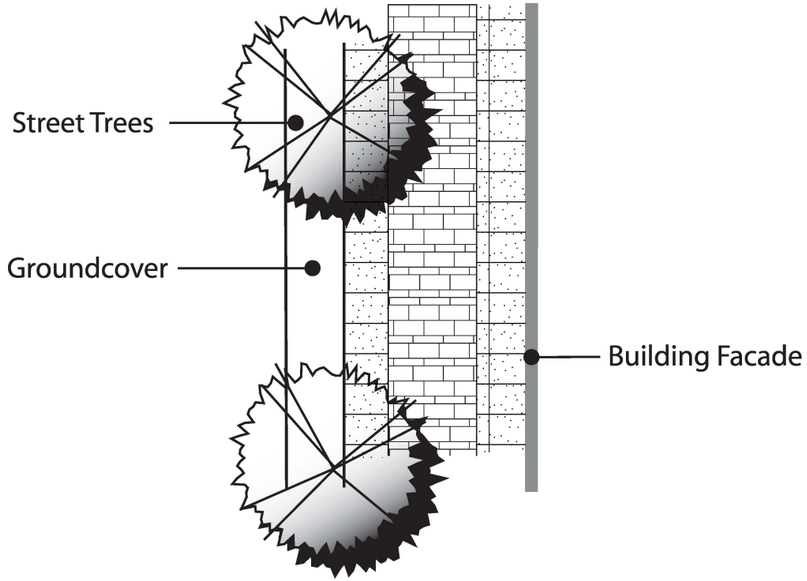
General Characteristics

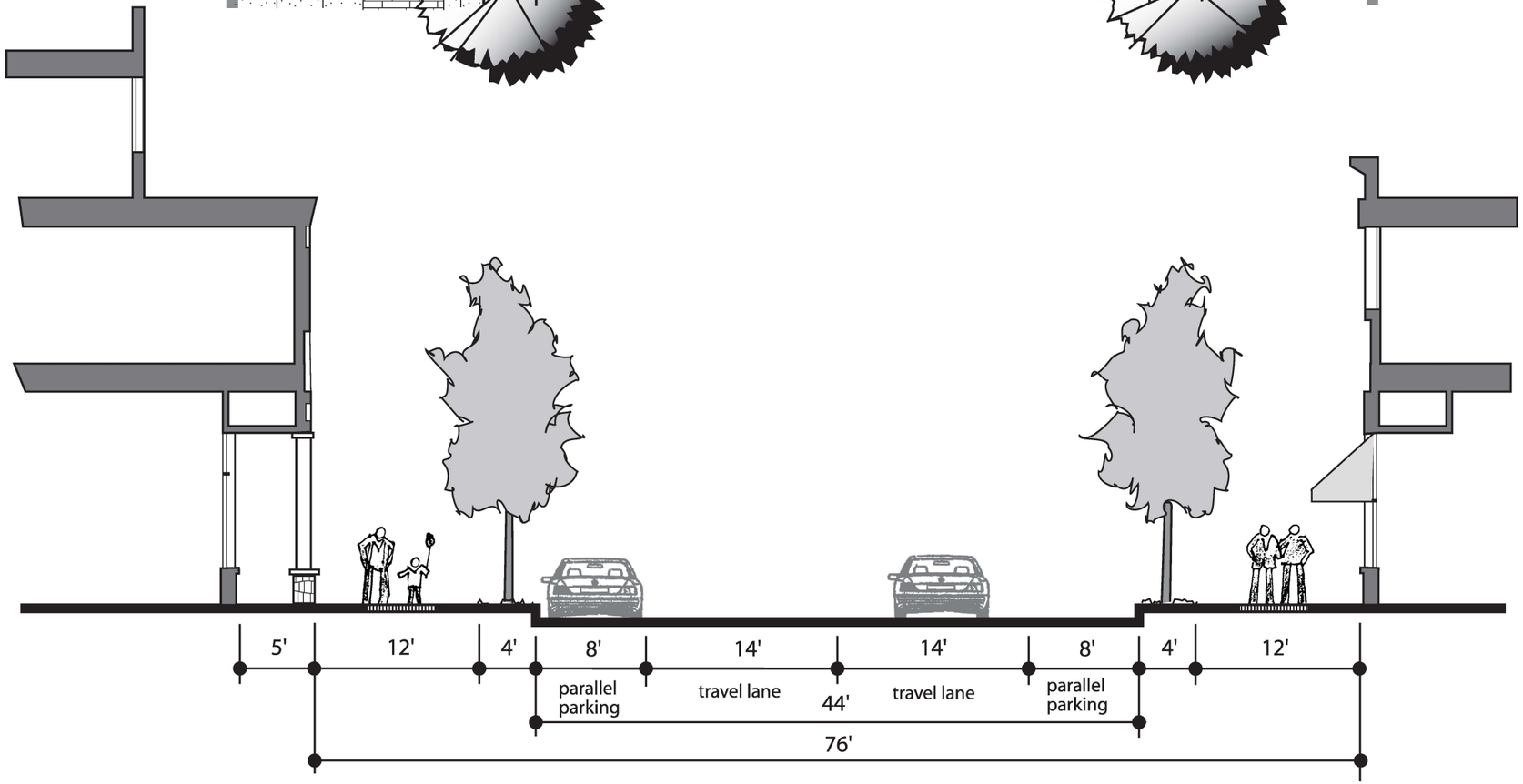
- The ground floor of the buildings along the entire length of Main Street will have continuous active use - i.e. retail, service retail, restaurant (with outside eating), entertainment, etc.
- All landscaping along Main Street should be consistent, there should only be one street tree used with accent trees being used at key locations - such as mid block crossings or mid-block plazas
- A zero foot setback shall be encouraged along Main Street
- Activity nodes should be created to encourage outside eating and people places.
- Buildings should address (face) the Main Street in a manner that supports and encourages pedestrian interaction.
- All building entries along Main Street will be orientated to the street rather than to parking areas to encourage pedestrian traffic to move longitudinally along the street in front of the shops. Locating the primary storefront entry for access directly from parking areas to stores should be discouraged.
- Parking structures along Main Street should include ground floor retail if placed adjacent to Main Street.
- Sidewalks should be designed to serve many functions, from pedestrian movement, window-shopping, encounters with other pedestrians, retail opportunities, outdoor eating, etc.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

6. Secondary Streets (Figure 13)

Secondary Streets are those streets that connect into Main Street. See Figure 7 for the locations of these streets. They will have a right of way of 76'-0" that will include two lanes of thru traffic and two rows of parallel parking on either side, a 4'-0" planting strip and a 12'-0" sidewalk on either side. The buildings will have a zero foot setback (the same condition as Main Street) along these streets. Enhanced paving should occur at the mid-block crosswalks, building entryways and all intersections. Street trees will be incorporated within the planting strip and placed at a minimum of 30'-0". The feel of these streets should be similar to Main Street but without as many of the pedestrian amenities.







SECONDARY STREETS

Laguna Hills Urban Village

Section E-6

SECONDARY STREETS

date: Nov. 2002 fig. 13

General Characteristics

- All landscaping along all Secondary Streets should be consistent, there should only be one street tree used with accent trees being used at key locations - such as mid block crossings or mid block plazas
- A zero foot setback shall be encouraged along Secondary Streets
- Buildings should address (face) the Secondary Street in a manner that supports and encourages pedestrian interaction.
- All building entries along Secondary Streets will be orientated to the street rather than to parking areas to encourage pedestrian traffic to move longitudinally along the street in front of the shops.
- Parking structures directly adjacent to Secondary Streets should include ground floor retail.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

7. Commercial Entry Drives (Figure 14)

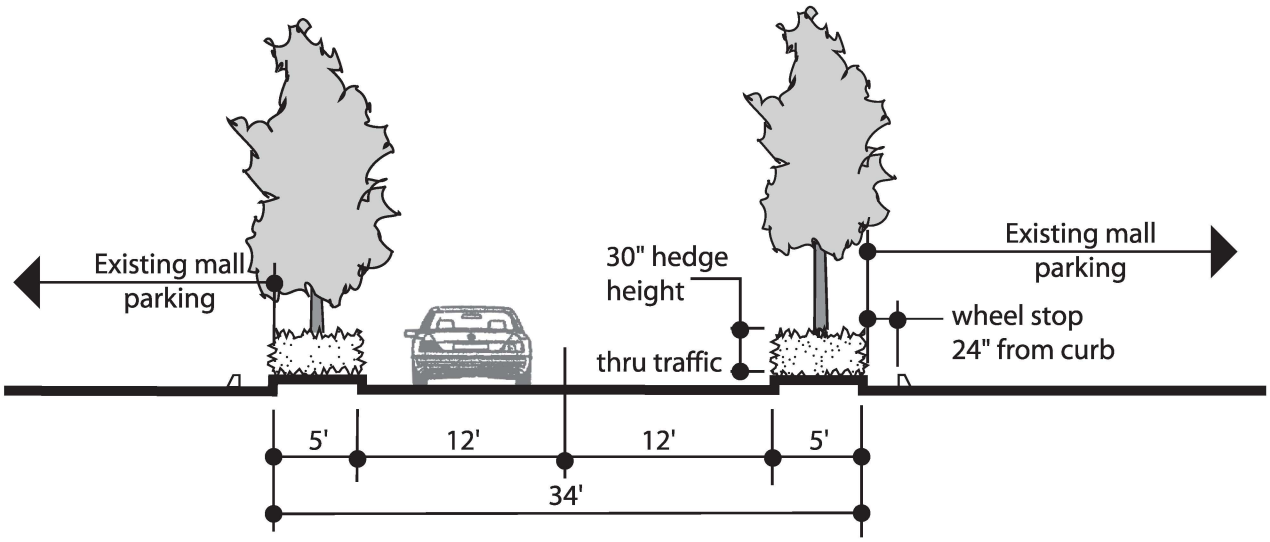
The secondary or commercial entry drives (located on the east side of the project area) will incorporate a pedestrian paseo on one side of the entry drive so that the pedestrian is separated from the vehicular traffic. See Figure 7 for the location of these entries. This pedestrian paseo will consist of a 6'-0" wide sidewalk with landscape buffers on both sides. This landscape buffer will be 5'-0" wide on both sides and will include trees planted at 20'-0" on center and a hedge 30" high running the full length of the paseo. On the opposite side of the entry drive, just one landscaping buffer will be required. On all other entry drives, considered minor entries, a 5'-0" wide landscaping buffer will be required on both sides of the entryway (as shown in Figure 14).

General Characteristics

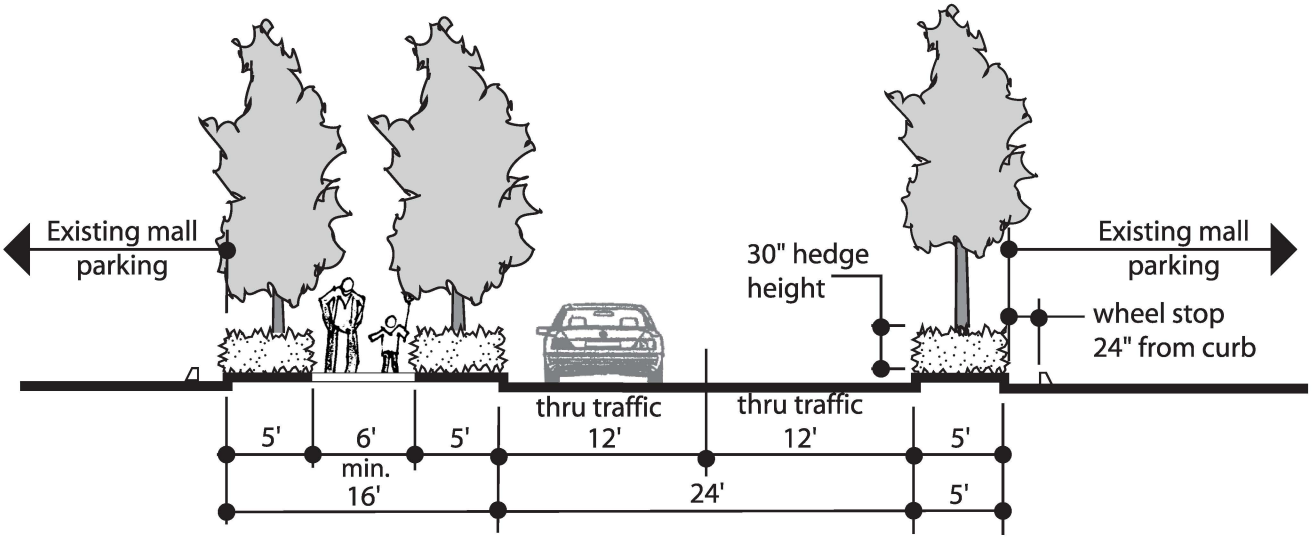
- A 15'-0" building setback should be maintained along the edges
- All landscape material should be the same along these entry drives
- Enhanced paving should occur at all intersections and mid block entries from the parking lot

8. Calle de la Louisa (Figure 15)

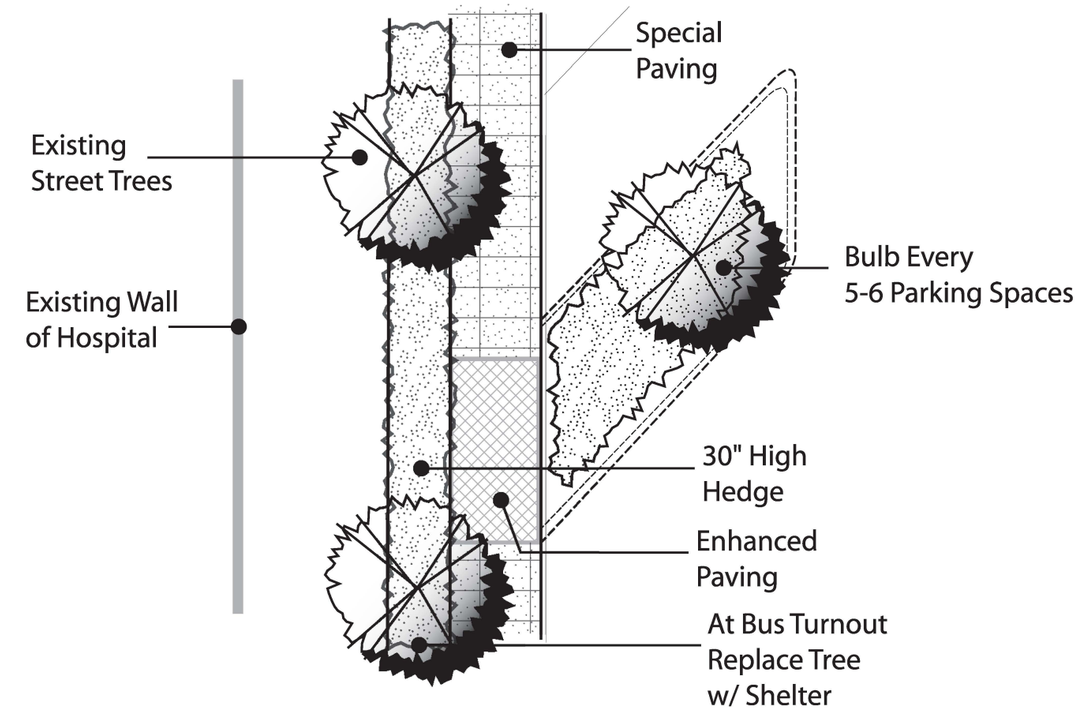
Calle de la Louisa will be reconfigured to have two lanes of thru traffic and parallel parking on the west side (adjacent to the hospital) and angled parking on the east side (adjacent to the mall). Along the east side a pedestrian paseo will be incorporated running the entire length of Calle de la Louisa. The pedestrian paseo will be a total of eighteen feet wide with a 8'-0" wide walkway in the center and 5'-0" of landscaping on both sides. The landscaping will consist of street trees placed in rows every 20'-0" on center and a 30" high hedge on both sides of the walkway to buffer the pedestrian from the automobile both on the street and in the parking lot. The 8'-0" wide walk will have enhanced paving the full length along with pedestrian street furniture placed appropriately. The west side of the street will maintain its 8'-0" sidewalk with the incorporation of tree bulbs/wells every five to six parking spaces. Trees will be placed within these tree bulbs/wells and enhanced paving will occur at these locations. The street trees along Calle de la Louisa will all be the same to give it a unifying appearance.

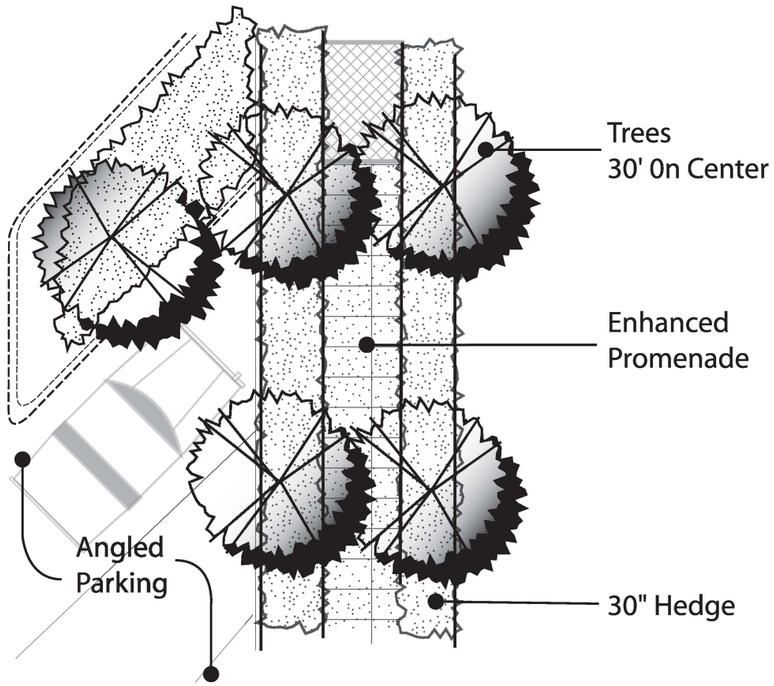


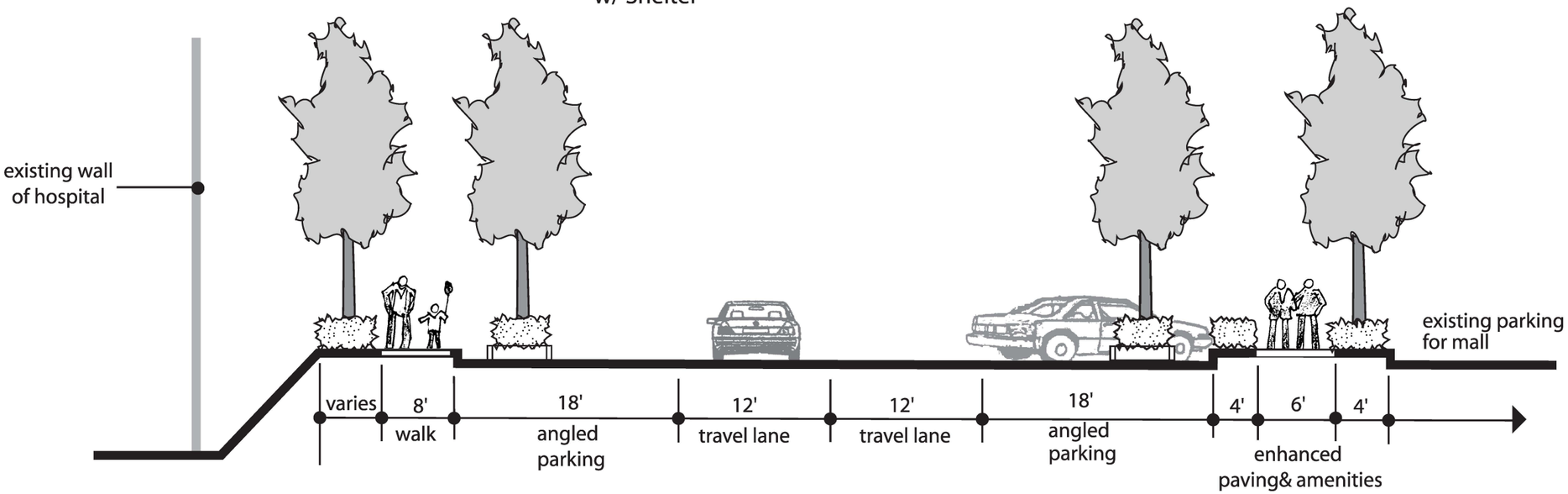
MINOR MALL ENTRY



MAJOR MALL ENTRY







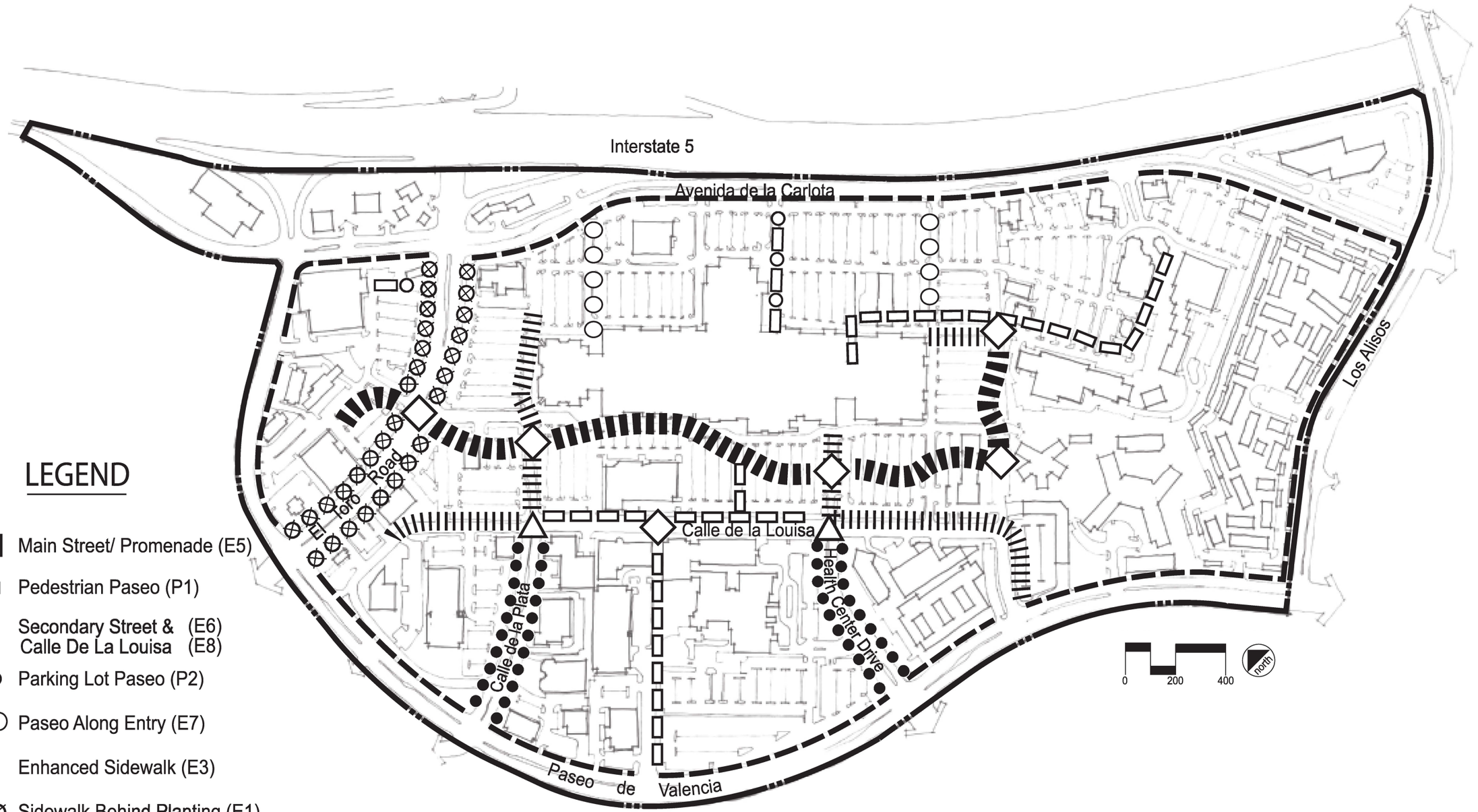
CALLE DE LA LOUISA

Section E-8

CALLE DE LA LOUISA

date: Nov. 2002 fig.15

Laguna Hills Urban Village



LEGEND

- Main Street/ Promenade (E5)
- Pedestrian Paseo (P1)
- Secondary Street & (E6) Calle De La Louisa (E8)
- Parking Lot Paseo (P2)
- Paseo Along Entry (E7)
- Enhanced Sidewalk (E3)
- Sidewalk Behind Planting (E1)
- Full-Enhanced Intersection
- Enhanced Walkways in Intersections
- Sidewalks (E2)

Pedestrian Plan

date: Nov. 2002 fig. 16

Laguna Hills Urban Village

General Characteristics

- Buildings should be orientated to Calle de la Louisa
- A 10'-0" building setback should be maintained from the back of sidewalks if it is the front of the building and 20'-0" if it is any other orientation.
- All landscape material should be the same along Calle de la Louisa
- A 8'-0" sidewalk is required on both sides of Calle de la Louisa
- Enhanced paving should occur at all intersections and tree bulb/well locations

PEDESTRIAN PATHWAYS

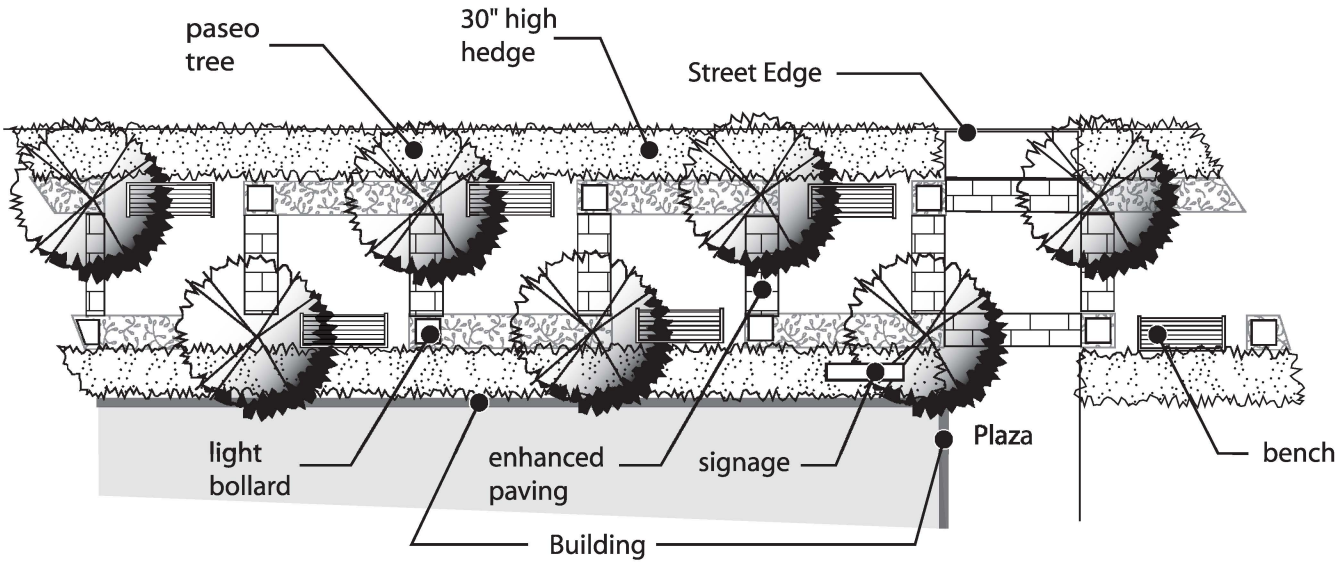
The overall mix of uses throughout the Urban Village offers many opportunities for pedestrian activity. With additional development, the opportunities for pedestrian activity will naturally increase. The increased development necessitates the enhancement and creation of additional pedestrian linkages to accommodate this activity. Figure 16 identifies the locations for primary pedestrian pathways within the Village. There are various types of pathways for pedestrian use, including a "paseo", which is a path that is physically separated from other travel ways with landscaping. Another type of pathway is a sidewalk, which is adjacent to streets, parking areas or structures. Each type can be defined separately by the use of enhanced paving, landscape elements and street furniture.

The Urban Village Specific Plan encourages pedestrian activity throughout the Village by designating specific locations for additional paseos, parking lot paseos, urban sidewalks (Main Street and Secondary Streets), and pedestrian street crossings. The connectivity of all of these elements is very important to achieve a true pedestrian environment within the Urban Village.

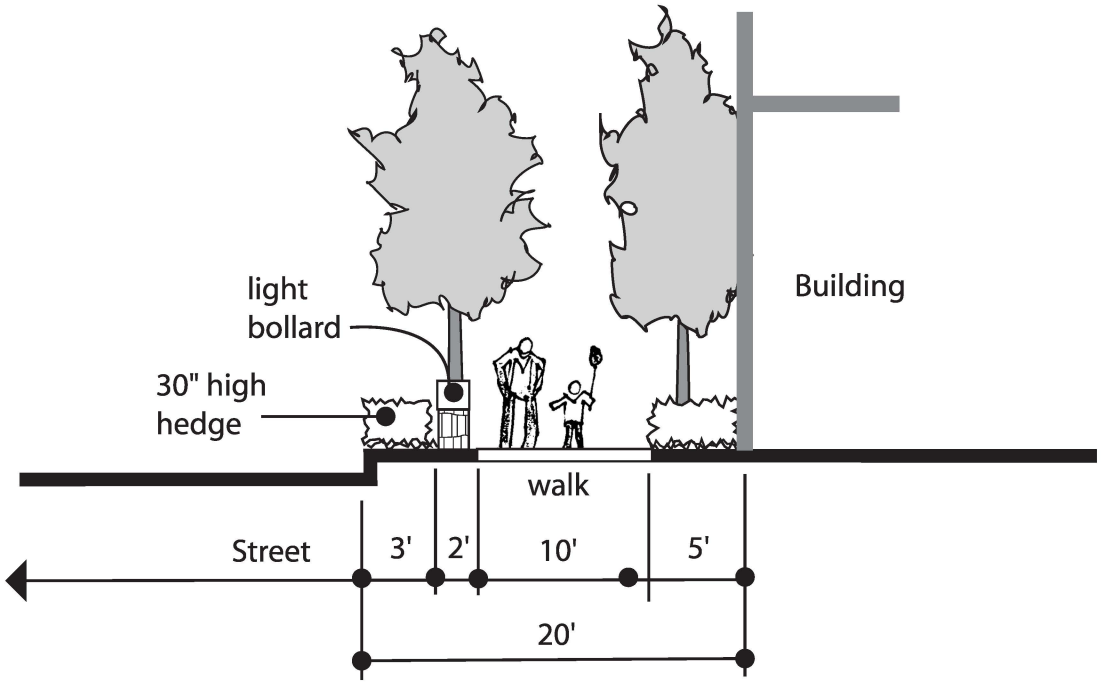
A Trolley/Shuttle system should be considered as part of the Pedestrian Plan. The Trolley/Shuttle could loop around the entire Urban Village area, stopping at all of the major uses (Hospital, Mall, City Hall, Oakbrook Village, Prado Apartments, etc) and pedestrian connection points. The Trolley/Shuttle stops should include stops along Main Street at the enhanced intersections and at major paseo terminating points and crossing of streets. Incorporation of a Trolley/Shuttle system with the Pedestrian Plan will provide pedestrians the opportunity to access areas throughout the Urban Village without having to utilize their automobiles.

<u>Paseos (Figure 17)</u>

Paseos will be incorporated in the Urban Village area to connect major uses so that pedestrians can travel back and forth without having to use their automobile. A primary paseo will connect the Hospital use with the Mall use, this paseo will run along side of the Hospital parking areas and proceed between the two medical office towers, cross Calle de la Louisa, connect to the Village Green and Main Street and then proceed to the main entry of the Mall. A second paseo will connect the Mall with Oakbrook Village, this paseo will run along the eastern edge of the mall and proceed through the parking lot, up the little embankment to Oakbrook Village and then tie into the improved walkway in front of the stores at Oakbrook Village. The paseos will be a total of 20'-0" wide; with a 10'-0" wide walkway in the



PEDESTRIAN PASEO



Section P-1
PEDESTRIAN PASEO

middle and 5'-0" of landscaping planted on each side of the walkway. Trees will be planted at 20'-0" on center in an alternating pattern and a 3'-0" wide hedge (36" in height) will be planted to buffer and provide separation on the outside edge of the paseos. Shade trees should be planted on each side of the walkway, at a minimum of twenty (20) feet on center for each lineal foot of pathway. Depending on the species, the spacing may be increased to up to thirty (30) feet on center, as determined by the City. Tree spacing along the paseo should reflect the mature growth of the approved tree species. Pedestrian amenities such as benches, drinking fountains, directional signs, trash receptacles, etc. should be provided to encourage the use of these paseos. Ornamental lighting along the paseos will be provided in both bollard lights and overhead lighting at not more than 10 - 12 feet in height.

General Characteristics

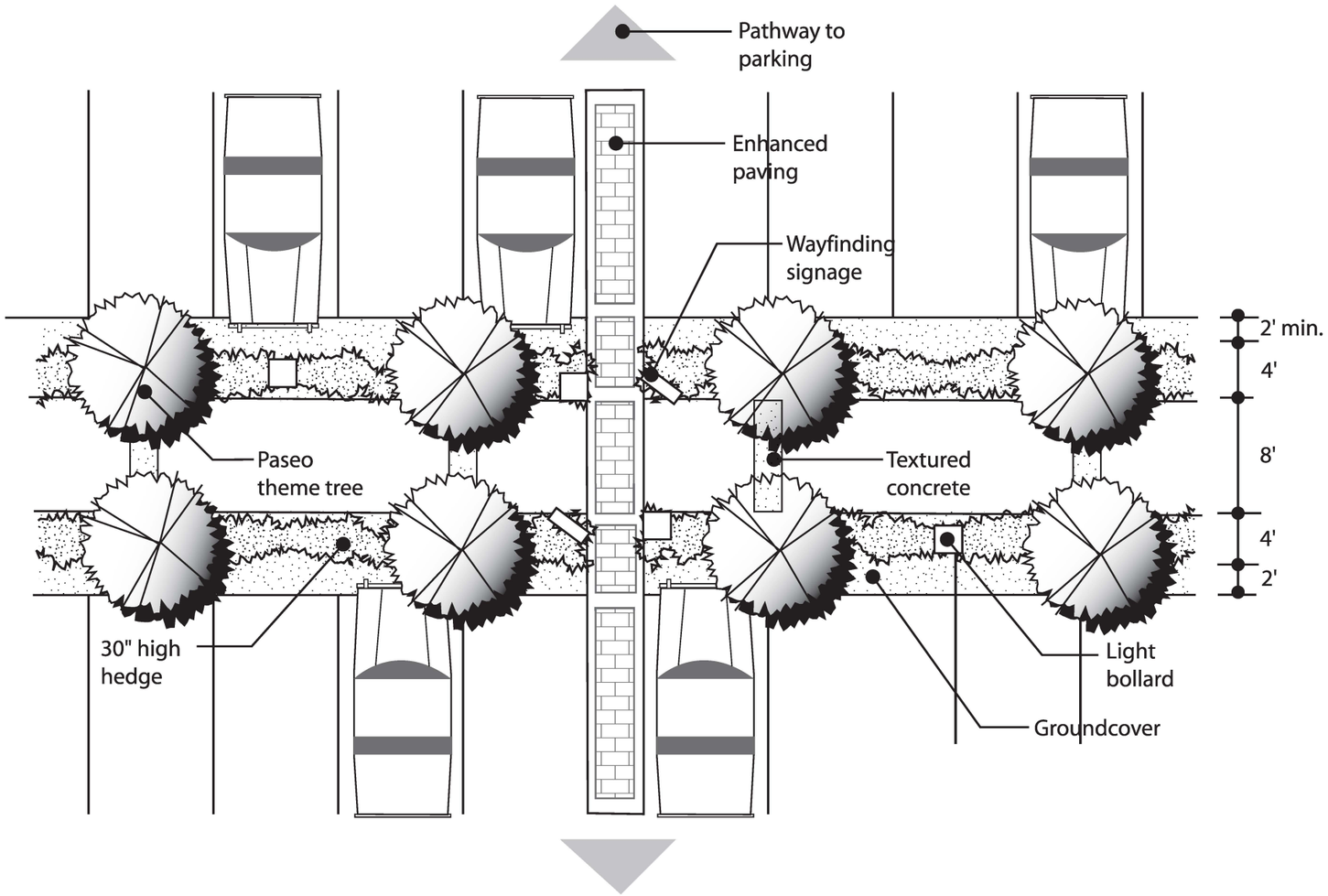
- Appropriate landscaping should be used to help provide shade along pedestrian paths
- Building entrances should connect and face onto the paseos
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths
- Incorporate flowering vegetation that provides a variety of blooming patterns throughout the growing season.
- Enhanced paving will be used in some unique pattern to help identify the paseo
- Where the paseo interfaces with the buildings or other important elements, large pots with colorful trees, shrubs, groundcover, or annuals may be placed for visual interest. Pottery shall be placed so that it does not impede the pedestrian path of travel.

<u>Parking Lot Paseos (Figure 18)</u>

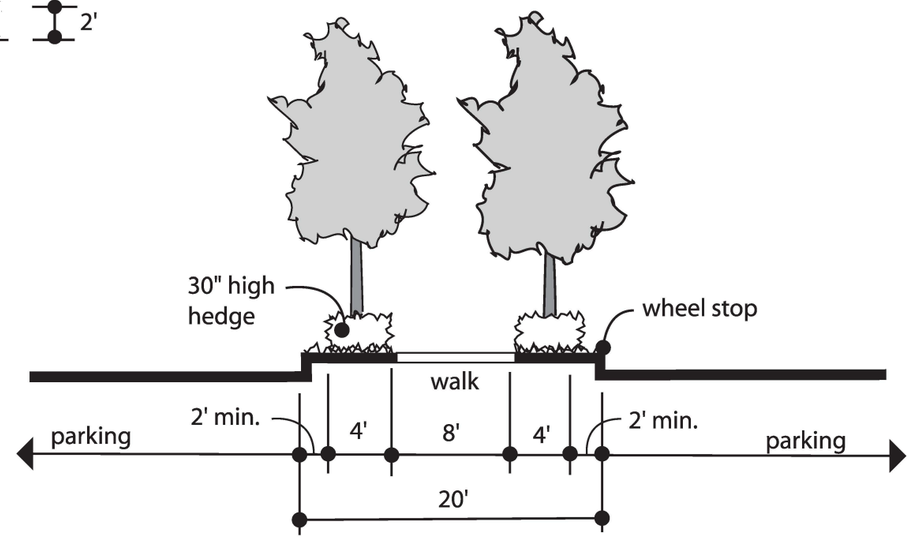
In areas where there are large expanses of automobile parking, parking lot paseos will be required to provide for ease of pedestrian movement and to soften the appearance of paved surfaces. The paseos should be a minimum width of 8'0", including a hedge (no less than 36" and no more than 42" in height) on each side of the paseo. The hedge (12-inches wide) will provide visual and physical separation from the parking area. Shade trees should be planted on either side of the paseo, at a minimum of twenty (20) feet on center for each lineal foot of pathway. Depending on the species, the spacing may be increased to up to thirty (30) feet on center, as determined by the City. Tree spacing along the paseo should reflect the mature growth of the approved tree species. Enhanced paving only needs to be used at crossings and at entry points into the parking lot. The parking lot paseo will parallel the parking aisles so that vehicular crossings can be reduced.

General Characteristics

- Appropriate landscaping should be used to help provide shade along pedestrian paths
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths



PARKING LOT PASEO



Section P-2
PARKING LOT PASEO

date: Nov. 2002 fig. 18

Laguna Hills Urban Village

- Incorporate ornamental lighting along all paseos. Light standards along the pedestrian paseo routes should not exceed 10 -12 feet in height.

Main Street Sidewalk

The Main Street (as described on page 12 and shown on Figure 12) will function as a major pedestrian linkage within the Urban Village. It will connect the major uses along El Toro Road with those uses located at the southern end of the Laguna Hill Mall property. The characteristics of this street are to provide an environment where pedestrians are encouraged to stroll from one end of the street to the other experiencing the different uses along the way. Main Street will be the major north-south pedestrian path in the Urban Village that connects to everything else. This street will handle both automobiles and pedestrians, it will have a 20-foot wide pedestrian zone on each side of the street to accommodate a large amount of pedestrian activity.

Secondary Street Sidewalk (Figure 13)

Secondary Streets are those streets that will connect into Main Street. This type of street will be characterized by tight, continuous building setbacks on both sides of the street and with a very active sidewalk on both sides of the street. This will be accomplished with a 12' sidewalk and a 4' wide parkway strip with trees planted at 30'-0" on center. Parallel parking will also be incorporated on these streets to add an additional buffer for the pedestrian on the sidewalk. Enhanced paving should be included along the walkway at key locations such as the mid block crossings, intersections, and building entryways. Pedestrian amenities should be provided at key locations along these streets.

General Characteristics

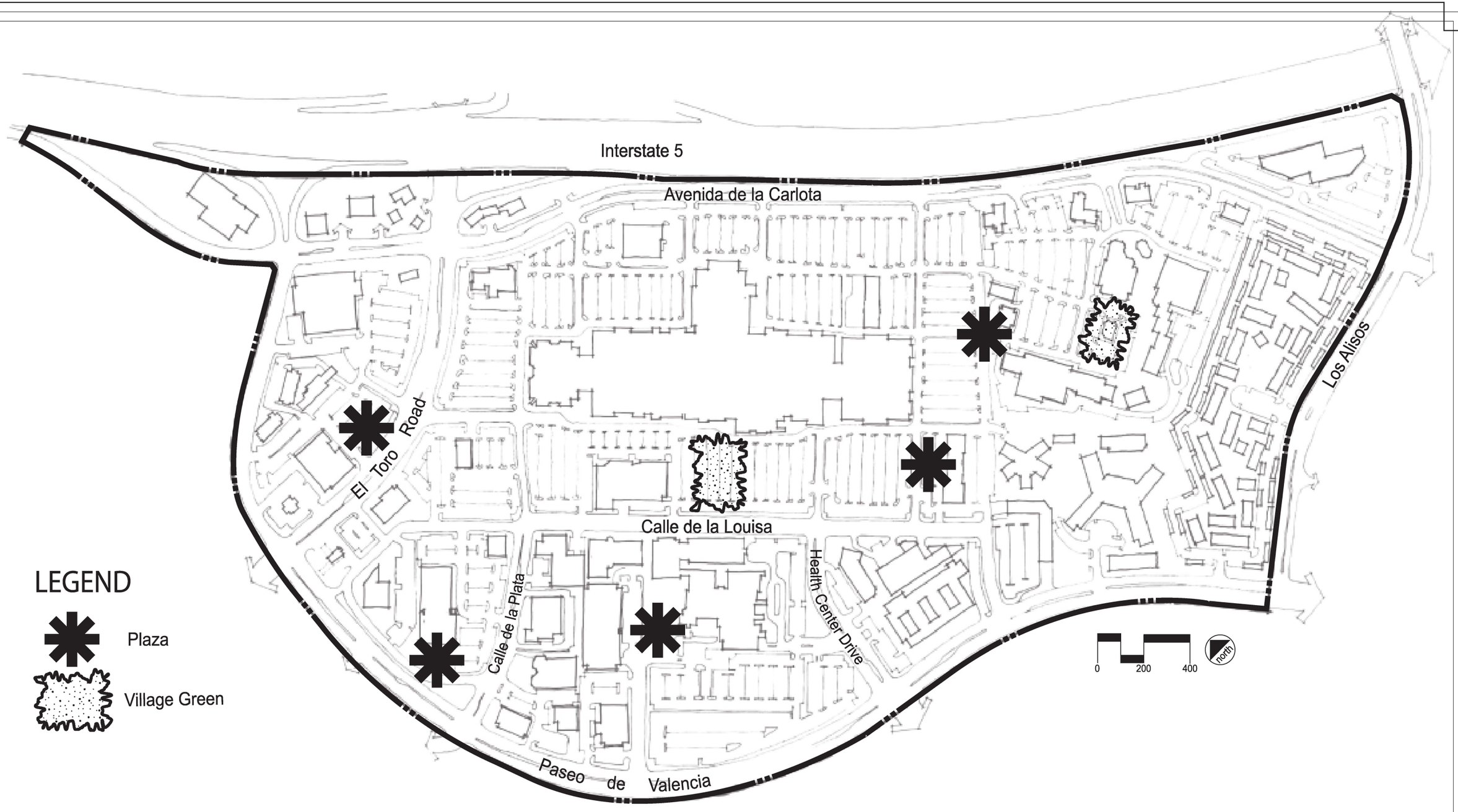
- Appropriate landscaping should be used to help provide shade along pedestrian paths
- All new and reconstructed pedestrian paths, walkways, sidewalks, etc. will meet current A.D.A. standards
- Connectivity is very important with all pedestrian paths
- Incorporate ornamental lighting along all sidewalks. Light standards along the sidewalks should not exceed 10 -12 feet in height.
- Sidewalks need to be a minimum of 12'-0" wide
- There should be very few separations between buildings to enhance the pedestrian walking experience.

PUBLIC OPEN SPACE

The goal of incorporating open space into the built environment is to provide the opportunity for the enjoyment of park-like open space surroundings for visitors, employees and residents of the Urban Village area. Open space elements will consist of two major Village Greens, and a series of plazas placed at strategic locations in the area. The incorporation of these spaces will make the Urban Village much more pedestrian friendly. Figure 19 depicts the Open Space Plan for the Urban Village. Figure 20 shows examples of different types of Village Green's and Plazas.

Village Green

The primary Village Green will be located between the Main Mall Entrance and



LEGEND

Plaza

Village Green

Laguna Hills Urban Village

Open Space Plan

date: Nov, 2002

fig. 19



Examples of Village Green







Scale of Plazas





Flexible Green Open Space
for Special Events

OPEN SPACE
EXAMPLES

Laguna Hills Urban Village

date: Nov. 2002

fig. 20

the Hospital along the proposed Main Street. This open space is envisioned as an intimately scaled outdoor area or "village green" that can be used for various public events such as civic ceremonies, farmers markets, festivals, live performances as well as daily outdoor seating and eating.

General Characteristics

- This space should be flexible enough to hold a variety of activities
- This space should include a special icon (fountain, artwork, etc.) that has local significance.
- The perimeter of this space should be fronted by various commercial activities such as outdoor eating and shops.
- This space should include enough flexible space for very small children to play in
- Sidewalks need to be a minimum of 6'-0" wide

A secondary Village Green is proposed in a central location within Oakbrook Village. This Village Green will contain the same "General Characteristics" as the primary Village Green, but at a smaller scale.

<u>Plazas</u>

Plazas will be located throughout the Urban Village in many different locations including the Civic Center area, the Hospital area, the Taj Mahal area, the transition between the Mall and Oakbrook Village and at either end of Main Street. A plaza should be located within short walking distance of any use within the Urban Village. A plaza is defined as a mostly hardscape, outdoor public space oriented toward the pedestrian, and in which cars are excluded. Its main function is to allow for a place for sitting, strolling, eating and interacting with other people. It is very important to create several of these plazas throughout the Urban Village so that the visitors, workers and residents within the Urban Village have a variety of places that they can use to relax.

General Characteristics

- Pedestrian plazas should be a minimum of 3% of the total floor area of the building to be constructed, replaced, or modified and should include the following items:
- Areas for users to sit and enjoy their surroundings.
- Plazas should provide a pleasant human scaled environment.
- Plaza areas should be located such that building users are not required to cross parking areas to gain access to them.
- Pedestrian amenities (i.e.: site furnishings, shading devices, landscape, water features, etc.) should be carefully integrated into a unified design.
- Plazas should incorporate some type of civic artwork.
- Plazas should accommodate visitors passing through the space, as well as those that choose to sit and use the plaza.
- A comfortable micro climate that encourages the use of the plaza through the use of shade trees and placement of landscape materials in a configuration so as to reduce wind.
- Plazas should incorporate a variety of seating options - such as benches, low walls, etc.
- A variety of planting material, including color, massing, and tex-

ture should be incorporated into Plazas

- Plazas should incorporate lawn area to provide some relief from the hardscape area.
- Plazas should provide for clear pedestrian circulation, including varying paving patterns to help delineate circulation flow through the plaza or open space.
- Building frontages should orient and help activate adjacent plazas and greens. The use on the first floor should complement the plaza so as to encourage its use - such uses might include restaurants (outside eating) retail (out side displays) etc.

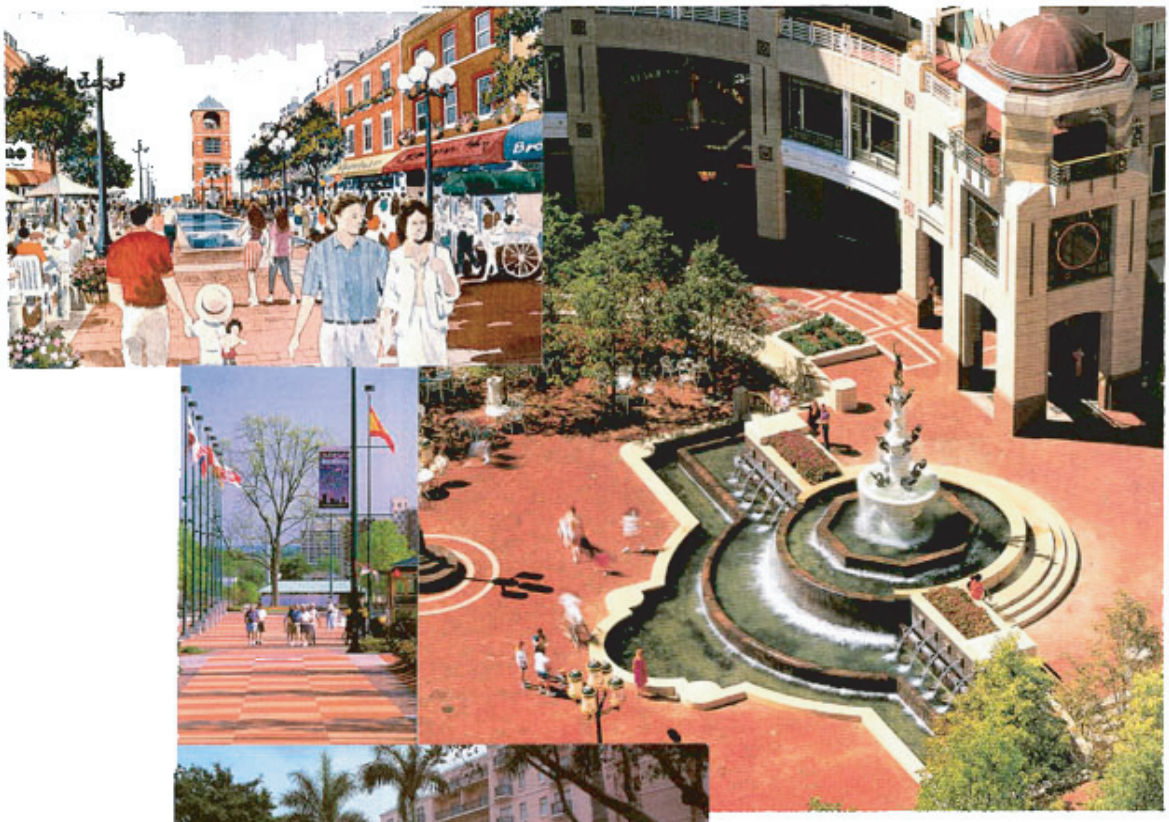
ENTRY FEATURE AND WAY-FINDING SIGNAGE

A well thought out collection of elements has been designed to be easily identifiable and to blend into the form of the Urban Village. See Figure 21 for the Entry Feature Plan. The homogeneous use of forms and materials will impart a consistent visual image within the entire Urban Village; a major goal of the master plan for the Urban Village. Although the scale may vary depending upon the specific location and land use type, individually they will be designed to portray an overall consistent Village image. Unifying elements may include the repetitive use of materials, stone, color, enhanced paving and street furniture.

All the various entry features will be comprised of a refined stone in very simple stepped back square forms that are more vertical than horizontal due to space constraints. The entry features will incorporate a slightly slanted base and a concrete ledge with an indented sign area to place the Urban Village logo. These Urban Village entry features are proposed for consistency to help visually tie them into other City of Laguna Hills entry features. On top of the mid-level concrete ledge a square column faced in the same stone will rise to about twelve feet with a concrete cap on it. Some of these square stone columns will have lights incorporated in them to help identify them as entry points. Another version of this square stone column will have the ability to hang a graphic from it. These same details will be used in smaller scale entry features giving all entry features one unifying look within the Urban Village.

<u>El Toro Road Entry Feature (Figure 22)</u>
Three to four large stone columns with lights will be placed within the median island. In between these stone columns will be theme trees spaced equally and a coloring ground cover will be used throughout at the base. See Figure 22 for details of the concept.

<u>Major Project Entry Feature (Figure 23)</u>
The Major Project Entry Feature will be placed at the Major Project entry street and El Toro Road. It will consist of a series of square stone columns placed in a circular form defining a small entry plaza. It is envisioned that these stone columns will be connected with some kind of steel members with the “Urban Village” signage on it. The ground plane of this entry feature will include enhanced paving in the same patterns that will be used along Main Street. Theme trees will also be placed around/next to these columns to help identify it as the major entry point. See figure 23 for details of the concept.



Examples of Plazas



Various Amenities
Within Plazas

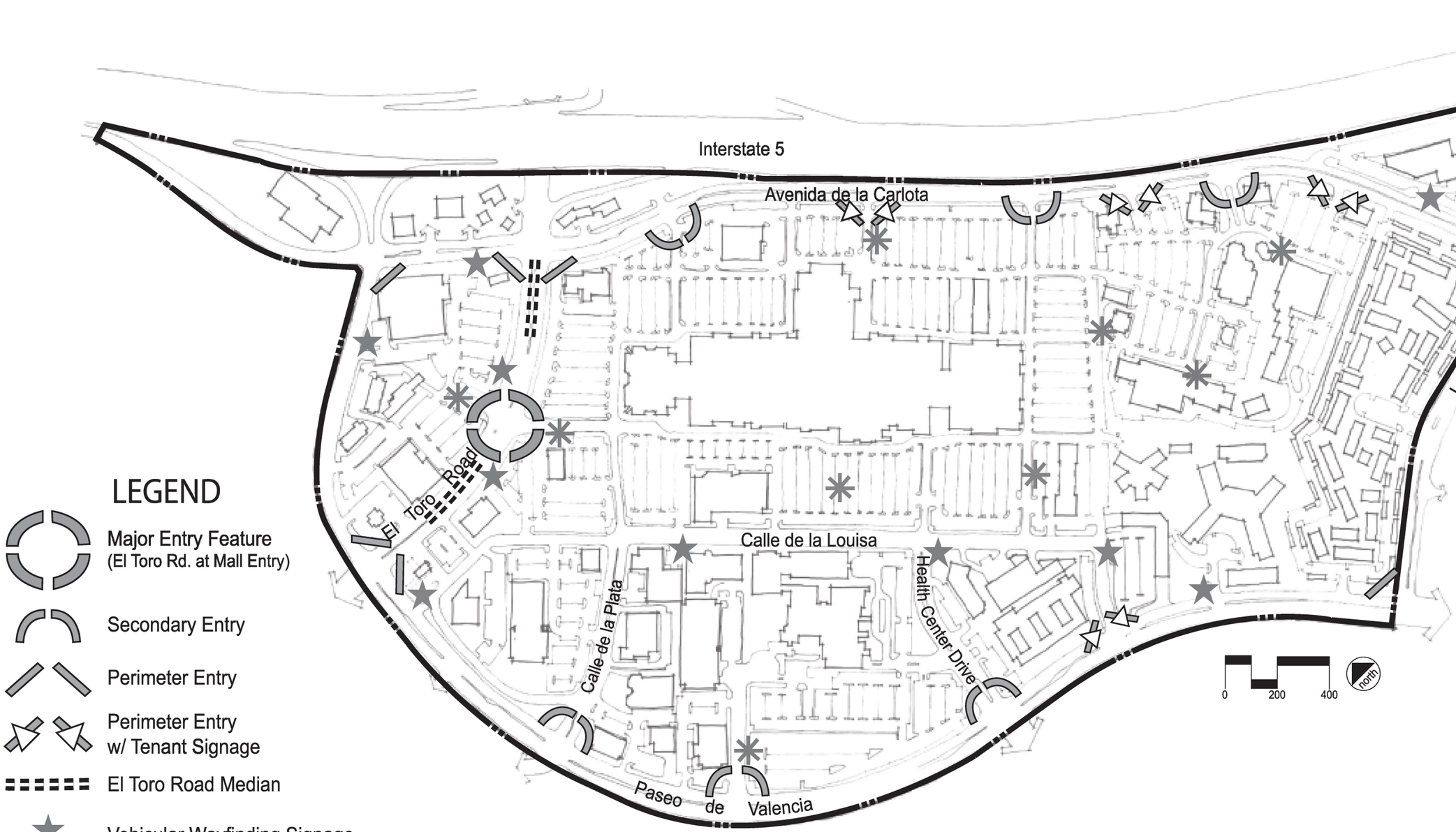




OPEN SPACE
EXAMPLES

Laguna Hills Urban Village

date: Nov. 2002 fig. 20a



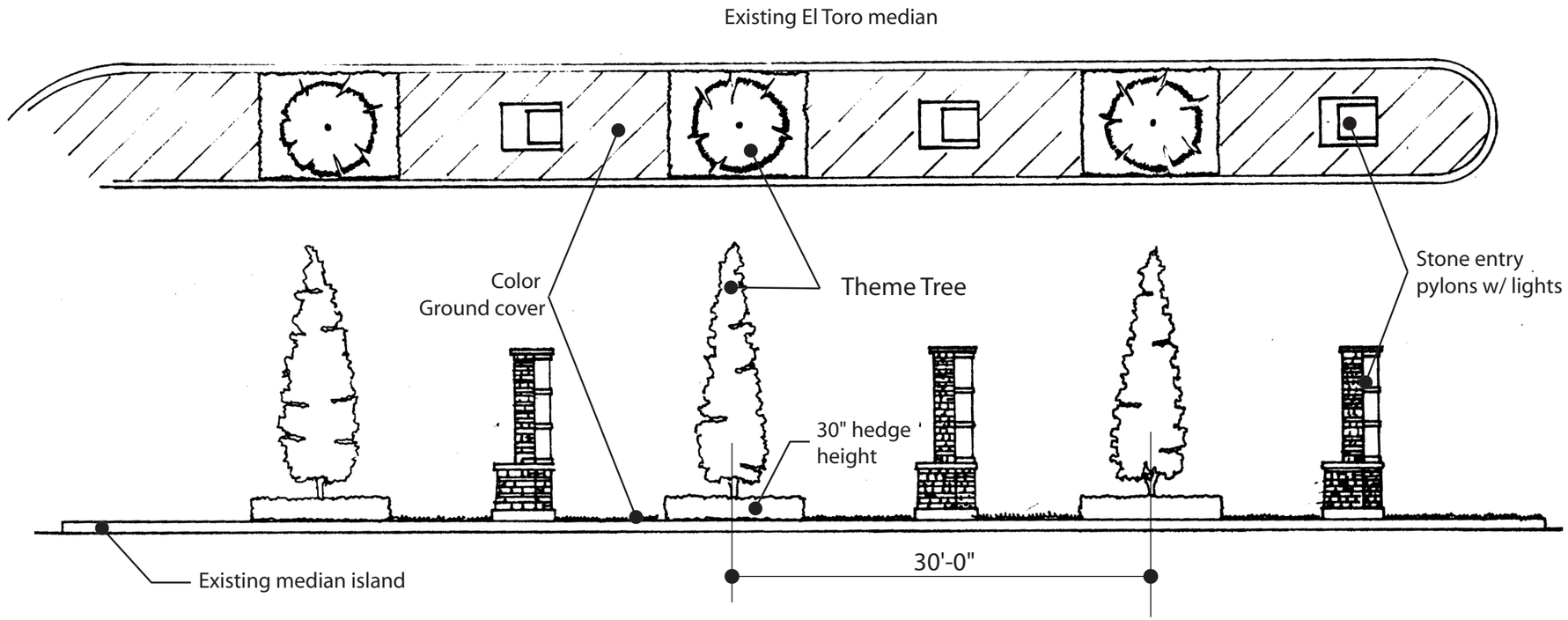
LEGEND

- Major Entry Feature (El Toro Rd. at Mall Entry)
- Secondary Entry
- Perimeter Entry
- Perimeter Entry w/ Tenant Signage
- El Toro Road Median
- Vehicular Wayfinding Signage
- Pedestrian Wayfinding Signage

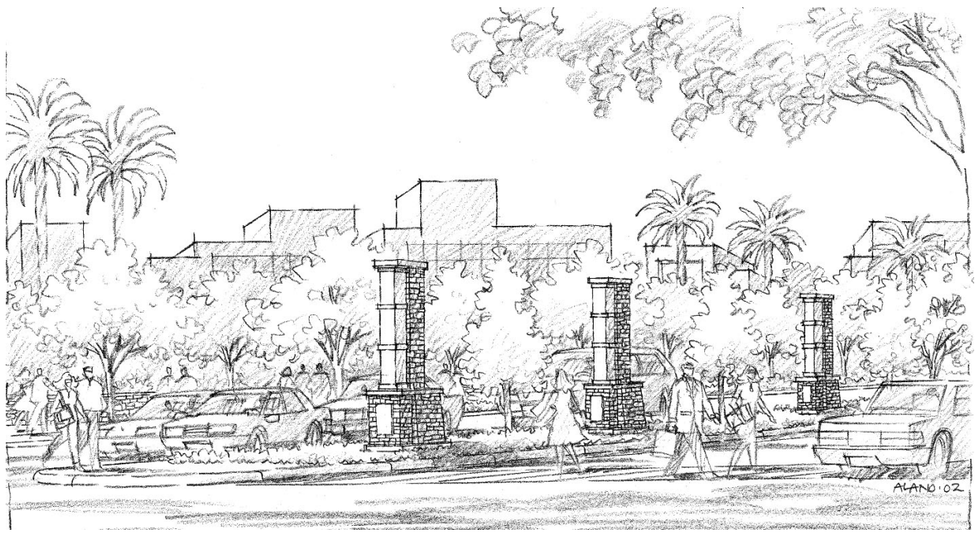
Entry Feature/ Wayfinding Plan

date: Nov. 2002 fig. 21

Laguna Hills Urban Village



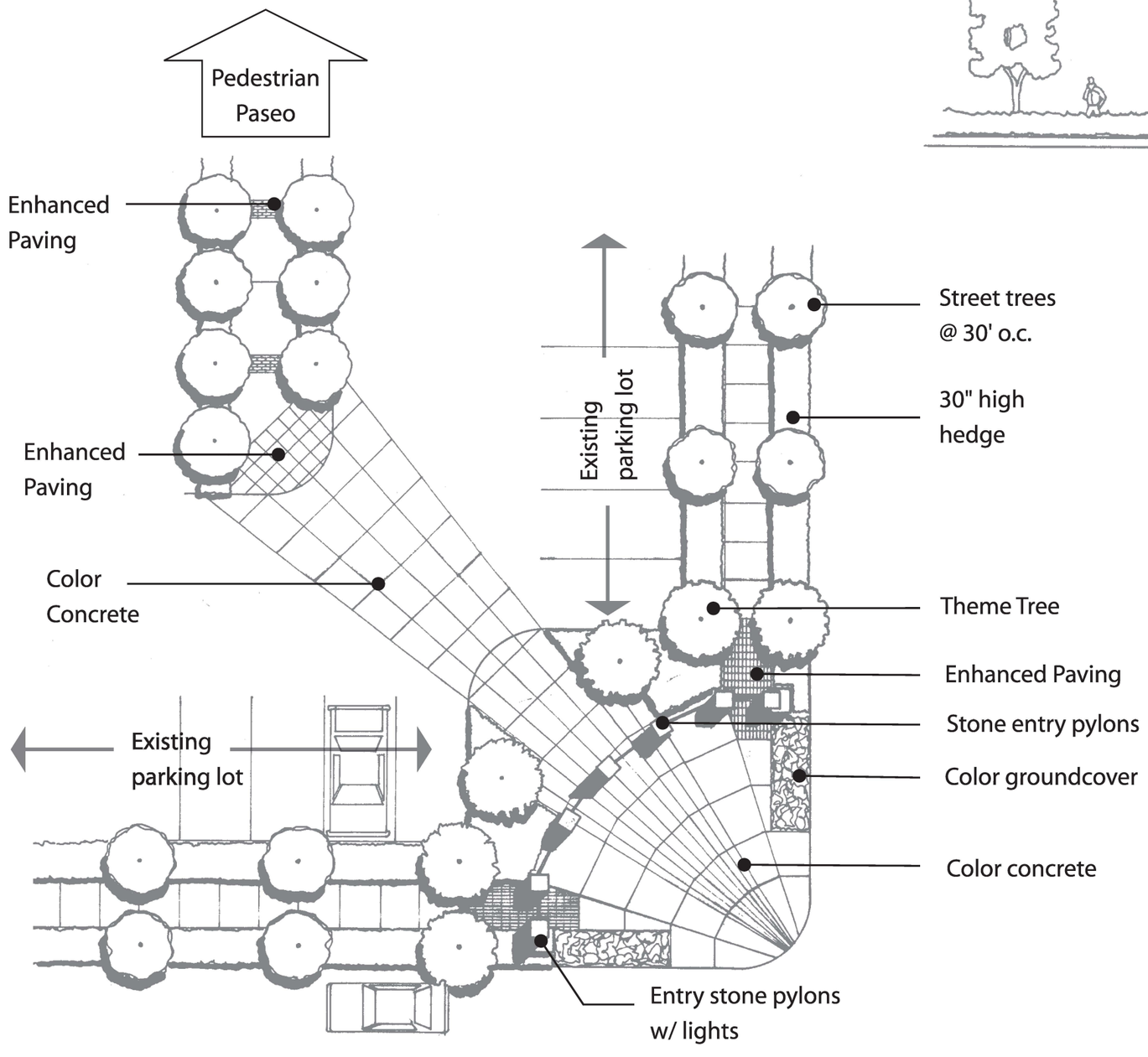
El Toro Road Median

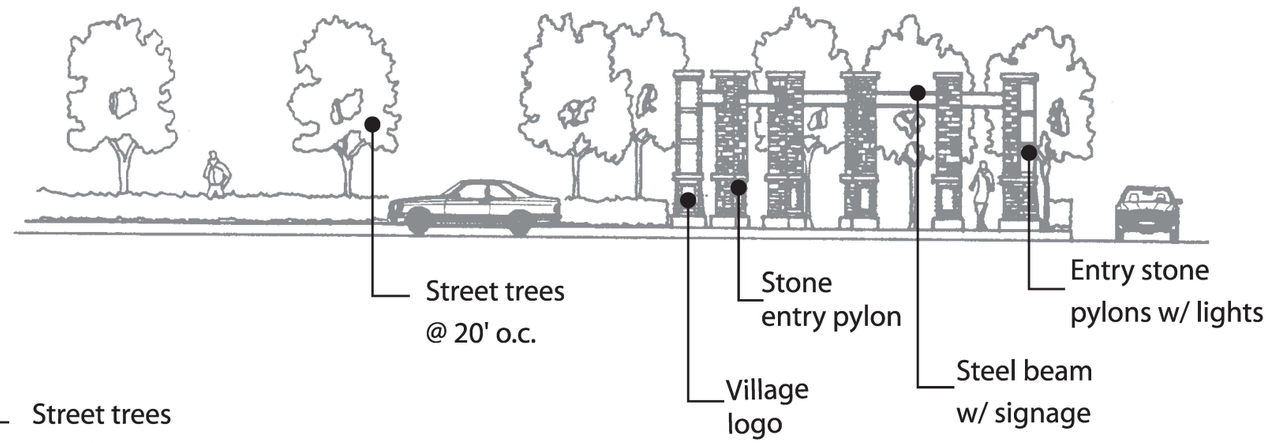


EL TORO ROAD
ENTRY FEATURE

date: Nov. 2002 fig. 22

Laguna Hills Urban Village

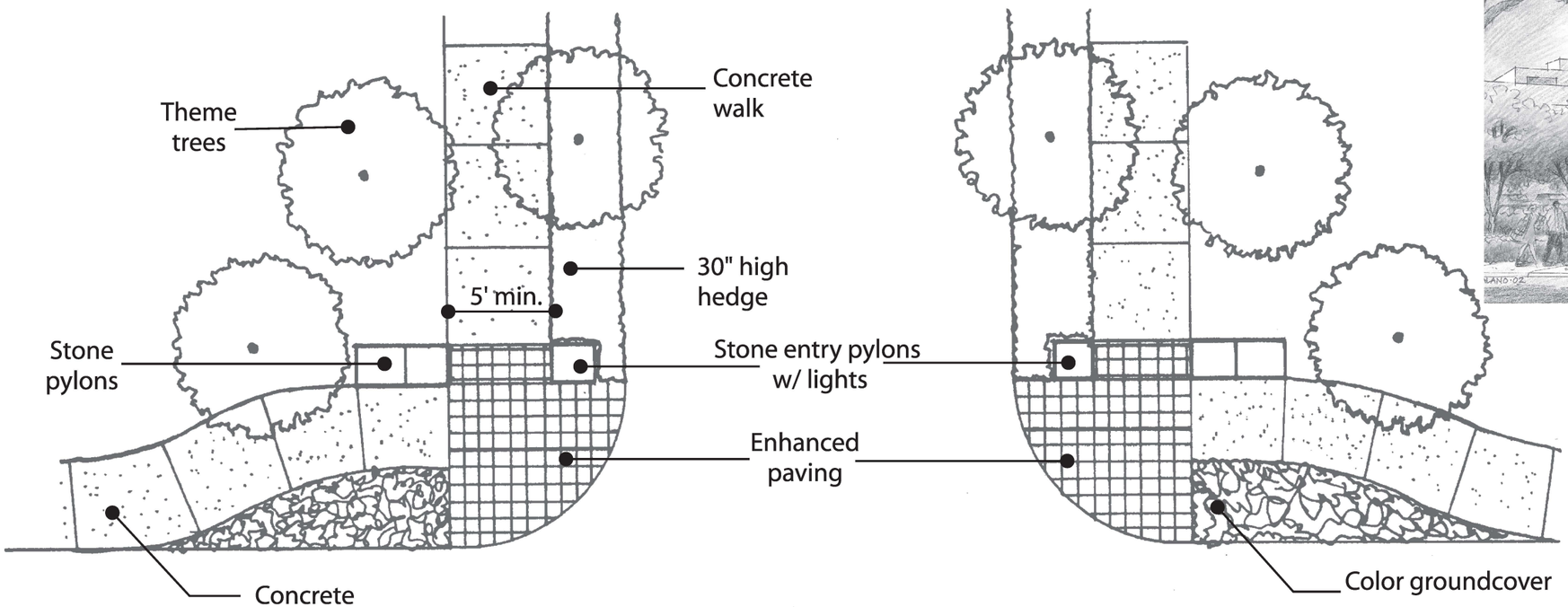


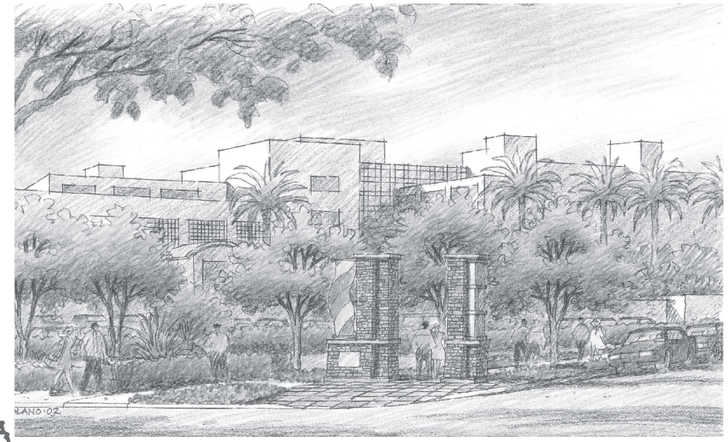


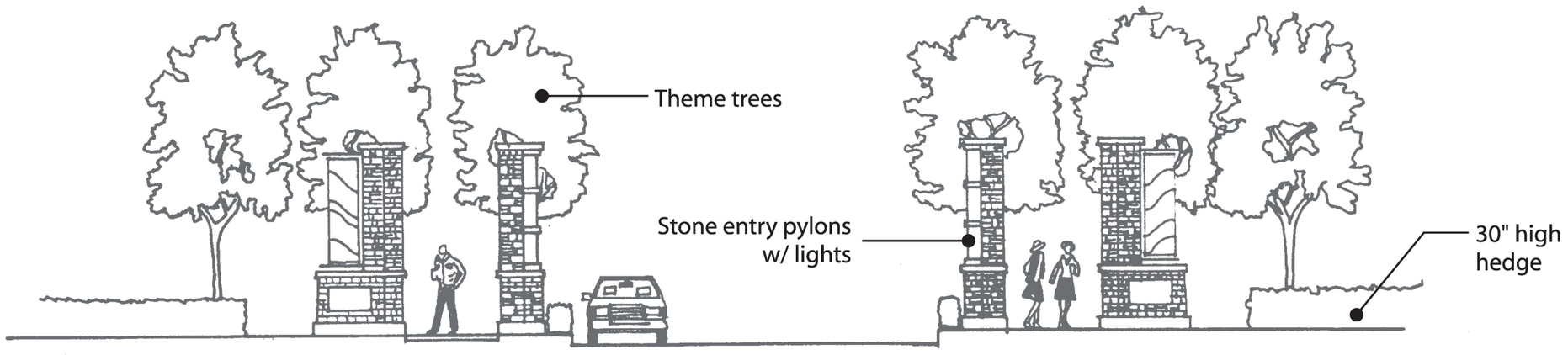
MAJOR PROJECT
ENTRY FEATURE

date: Nov. 2002 fig. 23

Laguna Hills Urban Village







SECONDARY ENTRY FEATURE

date: Nov. 2002 fig. 24

Laguna Hills Urban Village

Secondary Entry Feature (Figure 24)
The Secondary Entry Feature will be located at all streets and drives into the Urban Village (for example Health Center Drive and Paseo de Valencia) from the perimeter streets. This feature will consist of a total of four stone columns (two on either side of the road) they will create a symbolic village gate. Two stone columns will be placed next to each other with the sidewalk going in between them. The stone column closest to the road will have lights facing the street to help identify the Village Entry Way at night. The other stone column away from the street will have an elongated base with a signage panel incorporated within it to identify either the Urban Village or a specific use. This stone column will also have the ability to hold a graphic to advertise special events. The ground plane in front of this symbolic village gate will consist of enhanced paving to the street edge. The landscaping will consist of three theme trees placed in a quarter circle located behind the symbolic gate to provide a backdrop to the gate.

Perimeter Entry Feature (Figure 25)
The Perimeter Entry Feature will consist of a smaller version of the Secondary Entry feature. Only one feature will be placed on either side of the street where applicable or just one will be placed behind sidewalk at an edge condition. This Perimeter Entry Feature will look just like the other Entry Features but will consist of just the base and one vertical section of the stone column. It is not envisioned that it will have any special landscaping around other than a coloring groundcover at its base. See Figure 25 for details of the concept.

Way-Finding Signage (Figure 26)
A comprehensive system of directional signs will direct vehicular and pedestrian traffic to the many commercial, civic, and institutional amenities offered in the Urban Village. There is a need for additional signage within the Urban Village so that locations and distances are much easier to comprehend to the user. A variety of formats for the signage may be used but they should utilize a designated palette of materials, patterns, and forms to provide a unifying appearance. This may include refined stone bases or stone pilasters with ornamental logo plaques. See Figure 21 for the locations of the signs. Figure 26 identifies examples of different types of way-finding signs.

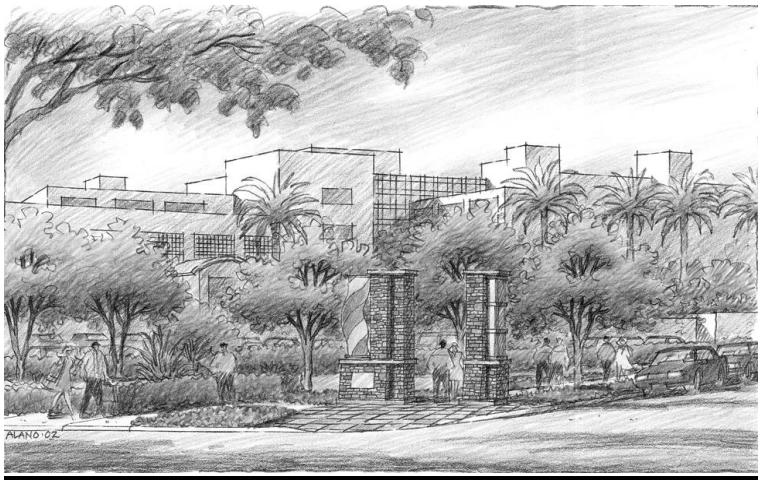
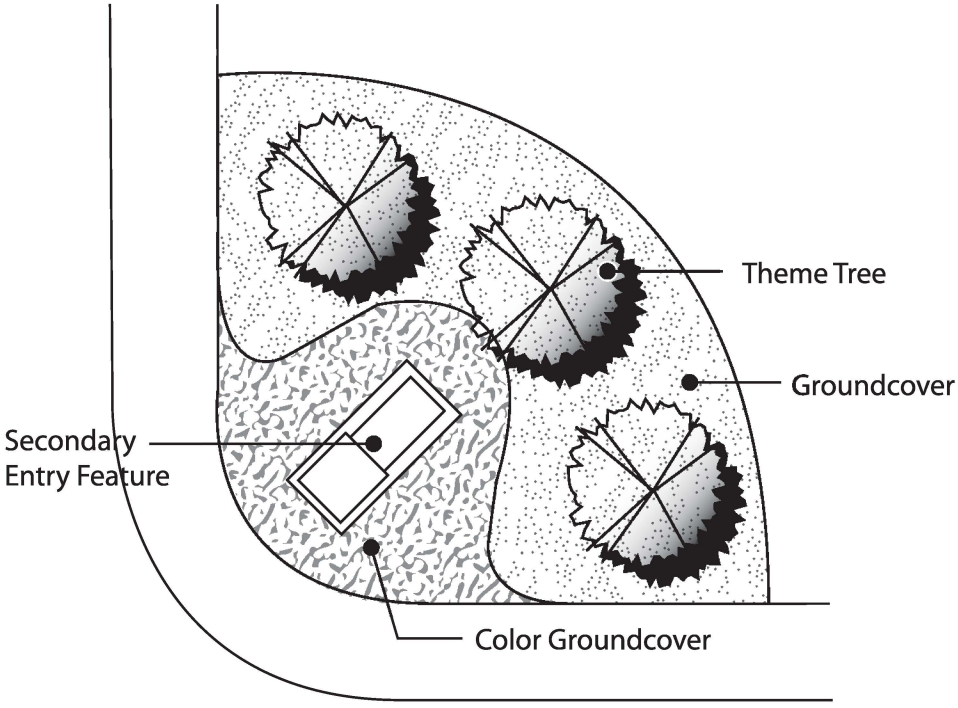


IMAGE OF SECONDARY ENTRY FEATURE



Minor Entry



PERIMETER ENTRY FEATURE

Laguna Hills Urban Village

date: Nov. 2002 fig 25

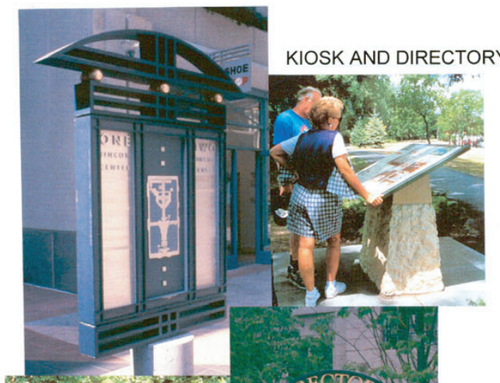


VEHICULAR WAYFINDING EXAMPLES

A VEHICULAR WAYFINDING SYSTEM NEEDS TO BE INCORPORATED THROUGHOUT THE URBAN VILLAGE



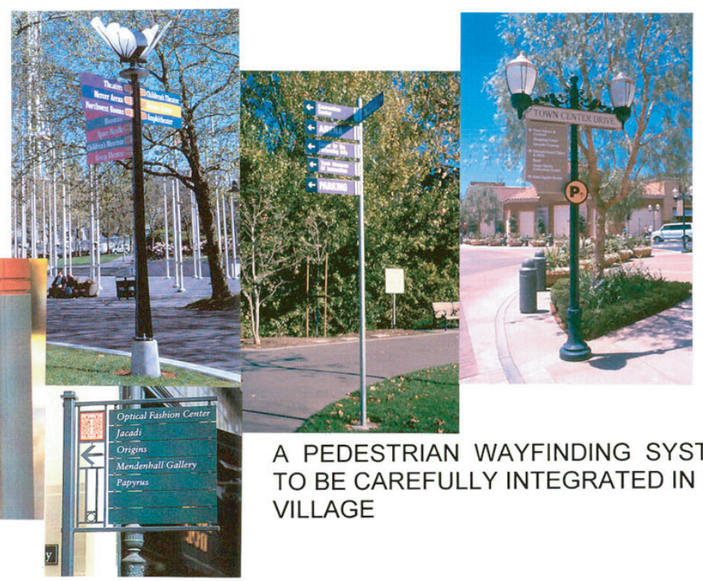
THE URBAN VILLAGE SHOULD HAVE ITS OWN UNIQUE GRAPHIC IDENTITY



KIOSK AND DIRECTORY EXAMPLES

PEDESTRIAN WAYFINDING EXAMPLES





A PEDESTRIAN WAYFINDING SYSTEM NEEDS TO BE CAREFULLY INTEGRATED IN THE URBAN VILLAGE



Wayfinding Examples

date: Nov. 2002 fig. 26

Laguna Hills Urban Village

IV. DESIGN GUIDELINES

MAIN STREET DEVELOPMENT

The general design intent is to create a set of guidelines that promote a traditional eclectic "Main Street" character. The buildings along Main Street should look like a series of individual buildings and elements that could stand on their own, but when all placed together create a rich environment, variety of textures and an overall sense of place. See Figure 27 for examples of the Main Street architectural character. The buildings along Main Street should avoid appearing like one big monotonous project. Listed below are objectives that should be closely followed:

- Simple yet varied massing that creates a "Main Street" character.
- Allow for the intersections to have special architectural features.
- Utilize setbacks from the street corners at main access points to incorporate architectural features that create an inviting entry statement.
- Buildings should address (face) the Main Street in a manner that supports and encourages pedestrian interaction.
- Humanly scaled details and amenities should be incorporated at the pedestrian level to enhance the pedestrian experience.
- Allow for architectural diversity while maintaining traditional forms.
- No one architectural style is desired
- All corners, entries, and special locations need to be articulated.
- Storefronts should provide an individual look for each tenancy, while blending with the overall design intent of Main Street.
- Storefront designs should convey the image of a unique urban street facade.
- All walls, windows, and doors should be detailed along the pedestrian levels. High quality materials will be placed at the base (24" high min.). Storefront glazing and exterior plaster may not terminate at the ground plane.
- A strong architectural element or "terminus" should be added at the end of a long colonnade or storefront area. This element should also act as visual landmark.
- The "mansard" roof condition should not be readily apparent from the street level or from other sides of the structure, but could be used to create an effective illusion of a full-pitched roof beyond.
- Adjacent buildings along Main Street that have varying heights should be sensitively designed to allow for a compatible transition in massing and avoid awkward changes in scale along the Main Street.
- Loading areas shall not be permitted to face onto Main Street.
- Solar orientation should play a strong role in determining the built form along Main Street. South and west facing facades should incorporate architectural elements such as trellises and arcades to





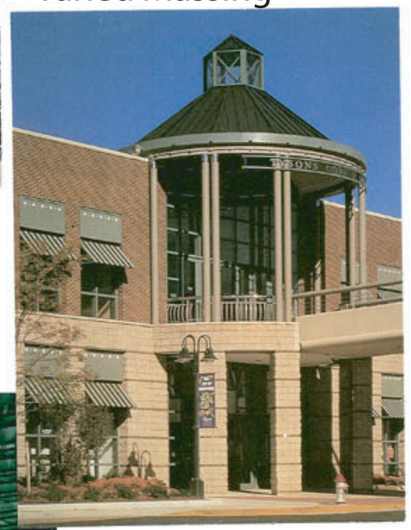
Varied Elevations







Varied Massing



Varied Colors









Main Street Architectural Examples

date: Nov. 2002

fig. 27

Laguna Hills Urban Village

help control the sun and provide shaded walkways. These elements should be carefully designed into the building so as not to appear tacked-on.

- Punched type windows are preferred and should be inset from the face of the building to create deep shadow lines.

COMMERCIAL DEVELOPMENT

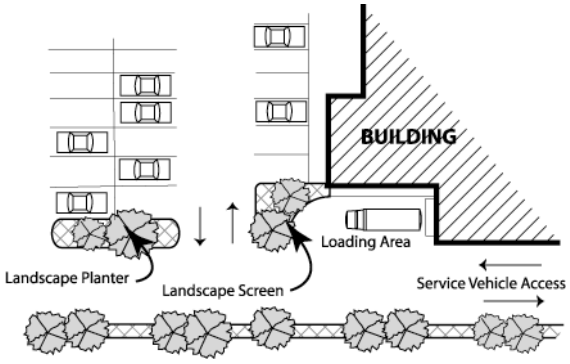
Existing buildings, streets and landscaping establish the frame of reference for new developments within the Urban Village. While the historic pattern of development in the area relate only to the individual parcels, the goal of the specific plan is to provide guidelines and incentives for new developments to be located and designed to create a well integrated and uniform character to the Village. New commercial developments not located along the Main Street shall incorporate the design features outlined in Section III Land Use Plan with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. In addition, the architectural design should be compatible with and complement existing developments on the same site or adjacent parcels. See Figure 27 for examples of the desired commercial architectural features. Listed below are objectives that should be closely followed for new commercial developments:

- Structures should reflect a human scale with design details that create a warmth and inviting appearance with functional elements such as courtyards, plazas, gateways, colonnades, and portals. These elements help to define and organize space into smaller elements.



CHARACTER IMAGE OF COMMERCIAL SURROUNDING VILLAGE GREEN

- A variety of massing and building heights and various types of fenestration to create a pedestrian character.
- Roof lines with varied levels and special shapes at key locations to enhance the character of a commercial project and minimize the massiveness of large buildings.
- Vertical elements should be included on certain elevations where needed to define key points or minimize wall mass.
- Color variations should be used to articulate various building forms and, where appropriate, textures on wall surfaces.
- Pedestrian scaled building details, such as windows, doors and entry features will also enhance the human scale for the project.
- Architectural interest should be created by reducing scale and visually articulating exterior building walls by creating shadow lines and patterns.
- Building entries should be readily visible and special architectural features should emphasize the entry.
- A strong architectural element, or terminus, should be added at the end of a long colonnade or storefront area to define the end and create a visual landmark.
- Loading areas shall be adequately screened from view by pedestrians and motorists and shall not face the primary business entrance.



- All mechanical equipment, either roof- or ground-mounted shall be fully screened from view from surrounding streets. When projects are located adjacent to multi-story structures, roof-mounted equipment shall be integrated into the architectural design of the projects and screened from view from surrounding structures.
- Mansard roofs will only be permitted when they are architecturally integrated into the over-all design of the project and create an effective illusion of a full-pitched roof.
- Design treatment on the side and rear of buildings should represent a continuation of the basic design character of the front of the building.
- The preferred color palette should be composed of warm earth tones, tan, beige and warm terra cotta in hue. Strong vibrant colors should be used only as accents and in limited locations
- Buildings greater than three stories should provide a clear delineation of ground floor, the middle zone and the roof/ cornice line.



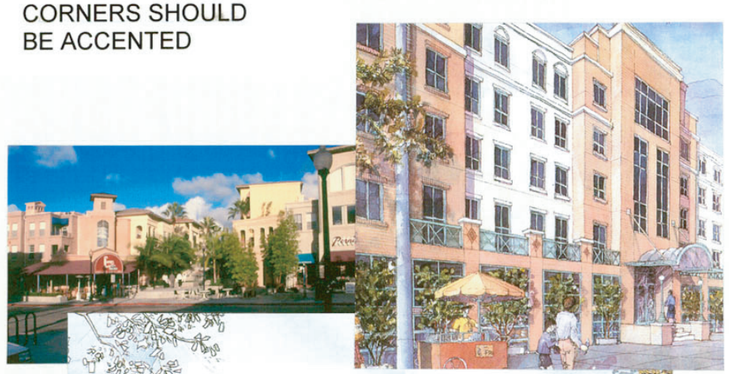
ELEVATIONS SHOULD BE HIGHLY ARTICULATED







CORNERS SHOULD BE ACCENTED







THE MASSING OF THE BUILDINGS SHOULD BE BROKEN UP TO CREATE VISUAL RELIEF



RESIDENTIAL UNITS SHOULD BE BUILT OVER RETAIL







Laguna Hills Urban Village

Residential Architectural Character

date: Nov. 2002 fig. 28

RESIDENTIAL DEVELOPMENT

While most of the new development within the Urban Village will be commercial or office in nature, there will be some opportunities for mixed use projects or limited residential uses. It is anticipated that these new residential units might replace existing residential structures or be developed on underutilized sites. See Figure 28 for examples of the anticipated character of residential projects within the Urban Village. Whether the project is a stand-alone residential development or part of a mixed-use development, the residential aspects should be designed to address the objectives listed below. In addition, the residential projects shall incorporate the design features outlined in Section III. "Land Use Plan" with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. The architectural design should be compatible with and complement existing developments on the same site or adjacent parcels. Listed below are objectives that should be closely followed for new residential developments:

- Buildings should be articulated with variations or interruptions of the surface or planes through the use of staggered vertical planes, multiple rooflines, insets such as windows or doorways, balconies, projections or other similar devices.
- All sides of the building should be articulated with the same level of detail as the front of the building.
- The use of balconies, porches, and patios is encouraged for aesthetic value and for useable private open space. Such features should not be repeatedly duplicated along an elevation since this tends to reduce it aesthetic benefit.
- Roofs should incorporate pitches, ridges, rakes, ridgelines and materials that are common to the area. In addition, roof decks and roof gardens can add interest and character to a project.
- Exterior stairways should complement the architecture and be integrated into the overall design of the project. The use of open metal or prefabricated stairways is prohibited.
- Residential structures should incorporate overhangs and insets of fenestration that is consistent with its architectural style.
- On-site parking shall be hidden from view from the street.
- Entryways should provide direct access to the street, either individually or for the entire building. Entryways should be architecturally enhanced to compliment the structure.
- Building massing should respect the surrounding structures and step down at the corners.

MODIFICATIONS TO EXISTING STRUCTURES

While new developments can more easily incorporate some of the design elements encouraged by this Urban Village Specific Plan, existing structures can be expanded and remodeled to meet the goals and guidelines of the plan through the use of certain design elements. Additions to existing structures should not only blend with the primary structure, but also provide a connection to the Urban Village through the scale, placement and character of the building. Modifications to existing

developments shall incorporate the design features outlined in Section III. "Land Use Plan" with respect to edge conditions, building setbacks, project orientation, landscape elements, public open space and pedestrian pathways. Listed below are objectives that should be closely followed for remodel projects:

- Additions should reflect a human scale with design details that create an inviting appearance with functional elements. Where the existing structure is not pedestrian in scale, the addition should strive to minimize the massiveness of the structure.
- Where an addition only affects one or two building elevations, the character of all other building elevations should be considered and modified to match the new elevations with a continuation of the basic design character of the addition.
- The design of the roof over an addition should compliment the existing character of the structure and seamlessly bend into the architectural design of the project.
- Where the goal of a remodel project is to create a new building design, then the entire structure shall be remodeled, including all elevations, window and door treatments, roofing form and materials and exterior wall treatments.
- When an existing structure has a parapet or mansard-type of roof that does not adequately screen the roof-mounted equipment, then the roof should be modified as part of the remodel project to provide for proper screening of the equipment.
- Mansard roofs on remodel projects will only be permitted when they are architecturally integrated into the over-all design of the project and create an effective illusion of a full-pitched roof.

STREET FURNITURE

The street furniture will help to create the special character of the Urban Village and give it that sense of place. Street furniture will reflect the Urban Village's theme and architectural character. Figure 29 illustrates the character and style of the street furniture. Street furniture such as benches, trash receptacles, bollards, mailboxes, street lights, and street identification signage will be placed according to function throughout the Urban Village. The use of repetitive materials and textures for street furniture will create the continuity and consistency that is desired throughout the Urban Village.

General Characteristics

- All street furniture should comply with the American with Disabilities Act of 1990.
- Classic in style and design.
- Benches shall have arms and backs on them.
- A powder-coated black finish will be applied to all fixtures and furniture.
- Bollards will be placed at entrances to bicycle/pedestrian pathways/paseos and where controlled emergency or maintenance access is required or desired. A bottom locking mechanism will be provided for

STREET LIGHT FIXTURES



BOLLARDS



(Street Lights at King's Fish House)

(Street Lights at New City Hall)



TREE GRATES





BENCHES





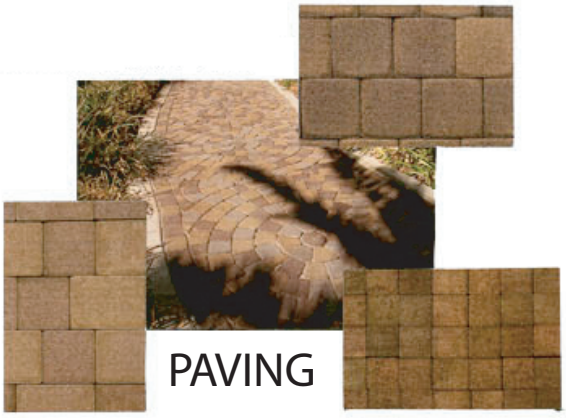
WATER FOUNTAINS

TRASH RECEPTACLES



POTS





PAVING

STREET FURNITURE & LIGHTING EXAMPLES



IMAGE OF PASEO WITH STREET FURNITURE ADJACENT TO COMMERCIAL

easy removal by authorized persons.

- Litter receptacles will be a strap panel without a lid
- Bike racks will be adjacent to parking lots or near bicycle/pedestrian pathways
- Light standards along the pathways, drives and internal streets shall be uniform in color and style
- Other amenities within the Urban Village may include, but are not limited to, tree grates, kiosks, newspaper racks, drinking fountains, and utility covers. These amenities should be of the same character and color as the rest of the street furniture for consistency.

LIGHTING

The intent of the lighting program in the Urban Village is to enhance and enrich the character of the entire Village and provide safety and comfort for pedestrians while allowing ease of night time orientation and way finding. Human scale should influence the height and style of standards and fixtures. Figure 29 provides a representation of the type of lighting fixtures anticipated within the Urban Village. Illumination should be subtle, but creative, and should be encouraged to be expressed in different formats (up lighting, building accent lighting, etc.). Lighting along Main Street and pedestrian paseos/plazas should be planned with a higher level of illumination and detail. This approach is meant to strengthen the focus of activity in the pedestrian areas.

The lighting concept for new development projects, revised and modified projects in the Urban Village should be in accordance with the City of Laguna Hills requirements.

SIGNAGE

All signage and environmental graphics should be conceived as an integral part of the character of the Urban Village. Figure 30 provides a representation of the individual character of signage proposed for the Main Street area within the Urban Village. These guidelines are intended to encourage excellence in signage, as a communication tool and as an art form, to attract customers, make a statement about the quality of the business and to contribute positively to the overall quality of the Urban Village. Businesses are encouraged to use signage in a manner that will clearly express the spirit of their unique enterprises while at the same time enriching the visual life of the Urban Village for all of the visitors.

Individual retail signage should be encouraged to be more specific to its use rather than just ordinary flat signage. Signs can create interest to the pedestrian environment and establish each use with individual character. Signage can add uniqueness to the Urban Village. Neon lighting should be encouraged when integrated into the architectural design of the business and oriented to the pedestrian character of the surrounding area. Some sign types and locations may not be appropriate for the use of neon, as determined by the City.

The location, style and detail of the sign should be compatible with and reflect the spirit and quality of the City's objectives for the Urban Village; utilizing text, graphics and design features which promote the image of a pedestrian-friendly commercial district.

Signage communicates more than just the name of a business. It communicates the degree to which the businesses in the area are alive and prosperous and if the business cares about their customers. A well-maintained sign, with bright colors and lighting that is functional says to a potential customer "We are here, we care and we want your business." Likewise, a dull and worn sign says, "We are tired and may not be around much longer and your business is not really very important to us."

Types and Designs – signs should be located on the building area specifically intended for signage or where such signage will appear to be integral to the building design.

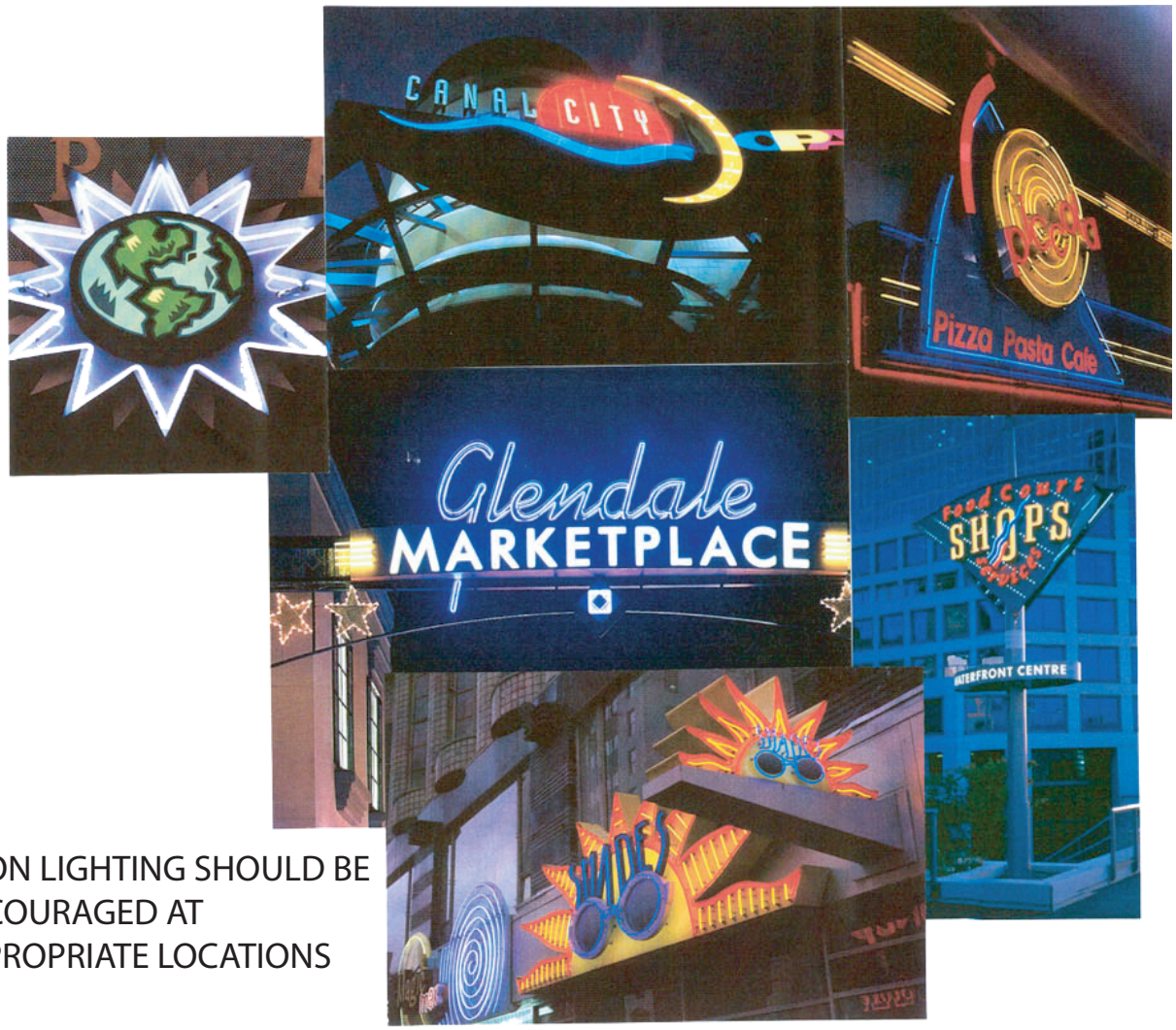
- Wall signs should not block or cover any significant architectural features or details of the building design.
- Projecting signs and marquees may be directly attached to the building face or suspended from decorative brackets that compliment the building design.
- The sign face and structural supports should be designed as a compatible unit and should attach to the building in a manner that will not damage or interfere with the building character.
- Figurative signs that advertise the occupant business through the use of graphic or crafted symbols, such as shoes, keys, glasses, books, etc. are encouraged.
- Awning and canopy signs can enhance a business when integrated into the size, scale and design of the structure. Internal or "back-lit" canopies and awnings are prohibited.
- Murals can add to the overall character of an area, provided they are designed as an integral part of the building character and do not interfere with the visual quality of the



SIGNAGE SHOULD BE USED TO EXPRESS THE UNIQUENESS OF EACH BUSINESS AND ENRICH THE VISUAL QUAILITY OF THE URBAN VILLAGE.



SIGN CHARACTER EXAMPLES



NEON LIGHTING SHOULD BE ENCOURAGED AT APPROPRIATE LOCATIONS



INDIVIDUAL RETAIL SIGNAGE SHOULD BE ENCOURAGED

SIGN CHARACTER EXAMPLES



Refer to El Toro Road, fig. 32, for enlargement plan

LEGEND

- Theme Tree
- Main Street “Theme Tree”
- Median Tree
- Accent Tree
- Village Street Tree
- Boundary Tree
- Paseo Tree
- Parkway Tree

LANDSCAPE/
STREET TREE PLAN

date: Nov. 2002 fig. 31

Laguna Hills Urban Village





Parkway Tree
Bauhinia variegata
Purple Orchind Tree
(minimum size: 48” Box)







Theme/Median Tree
Phoenix dactylifera
Date Palm
(minimum size: 25’ BTH)



Main Street Tree
Koelreuteria bipinnata
Chinese Flame Tree
(minimum size: 48” Box)

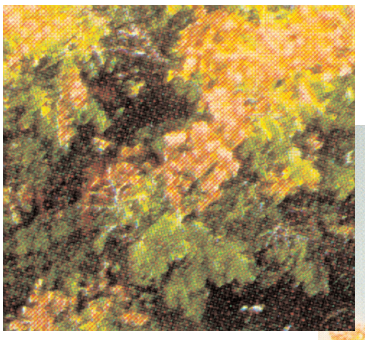
Theme trees and Median trees along El Toro Road are distinct and vertical in character. At the Major Project Entry, these unique trees identify and punctuate the major point of entry. Complimentary understory Parkway Trees are flowering and provide color along El Toro Road. Main Street trees provide ample shade and a visual link for the pedestrian zone.

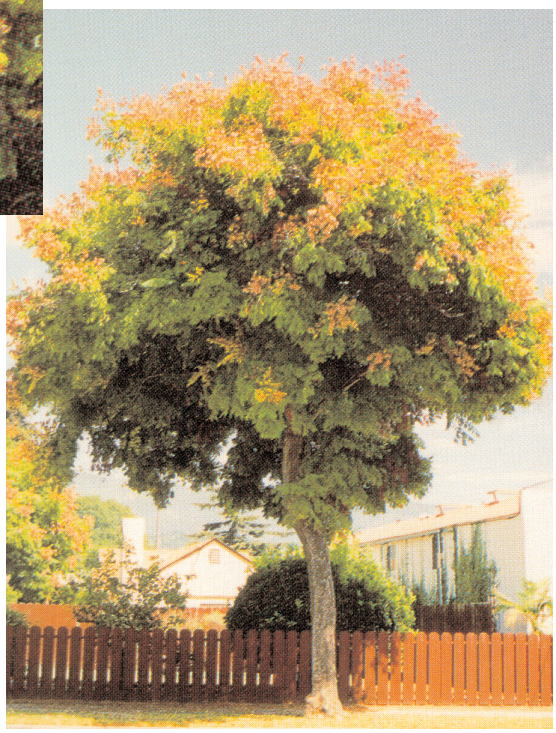
EL TORO ROAD

date: Nov. 2002

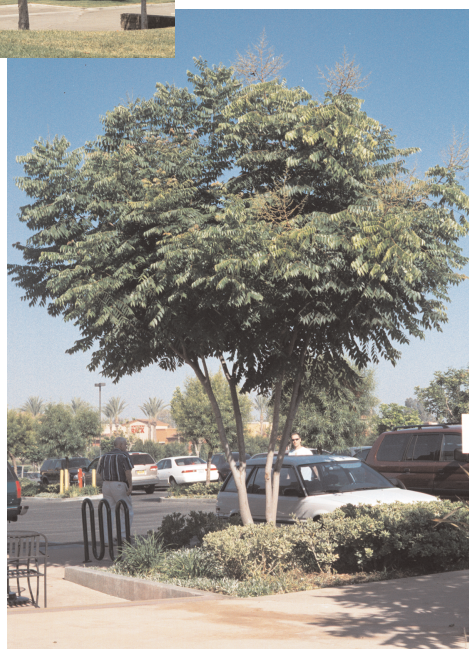
fig. 32

Laguna Hills Urban Village









Koelreuteria bipinnata
Chinese Flame Tree
(minimum size: 36” Box)

'Theme Trees' along Main Street are deciduous and provide a visual link and ample shade throughout the growing seasons for the pedestrian zone.

MAIN
STREET
THEME TREE







Tabebuia impetiginosa
Pink Trumpet Tree
(minimum size: 48” Box)

The Accent Tree is nearly evergreen with showy flowers adding an identifiable punctuation of the Village entry ways.

ACCENT TREE

streetscape. Murals are subject to the review and approval of the Planning Agency.

Lighting – should be considered an integral part of the sign design and may be either internal or external with the following considerations:

- Where light fixtures are visible, they should be compatible in character with both the sign and the building design.
- Outside lighting must be directional and should be positioned such that no glare or hazard is created for onlookers.

Materials – should be evaluated in context with the architectural quality of the building and may include a wide variety, including:

- Wood that is carved, sandblasted, etched and properly sealed, primed and painted or stained.
- Metal that is formed, etched, cast, engraved and properly primed and painted or factory coated to protect against the elements.
- High-density pre-formed foam or similar material that is properly designed in a manner consistent with these guidelines and painted or otherwise finished to compliment the building's architecture.
- Custom neon tubing, in the form of graphics or lettering, may be incorporated into several of the permitted sign types, provided it compliments the architectural integrity of the building.
- Unique materials and designs that are not specifically identified here, which are compatible with the objectives of this Specific Plan, subject to the review and approval of the Planning Director.

LANDSCAPING

Landscaping is an essential design element that will help create the vibrant character of the Urban Village. Figure 31 shows the primary Landscape/Street Tree Plan for the area. The consistent use of landscaping throughout the Urban Village will give a unifying look to the project and enhance the area's unique character. A limited plant palette should be selected from the City's approved plant palette list for the various elements (street trees, perimeter landscaping, entry features, etc.) Throughout the Urban Village the plant palette can then be used in varying forms and repetitive patterns to give a distinctive visual image to the area.

- El Toro Road should have its own median specimen tree (vertical in nature), parkway tree, and ground cover to give this key entrance into the Village a very distinctive appearance. See Figure 32.
- Trees used along Main Street should be deciduous in nature to provide ample amount of shade for the pedestrian zone. Evergreen trees should be placed in key locations to maintain some color and mass during the winter season. See Figure 33.
- At the Major Project Entry and in conjunction with the stone columns defining the entry feature, theme trees will be installed that are unique to this location to help identify this intersection as a major point of entry. All of the other entry features should have the same plant material and accent trees throughout the Urban Village so that all the entryways are easily identifiable providing a common theme. See Figure 34.



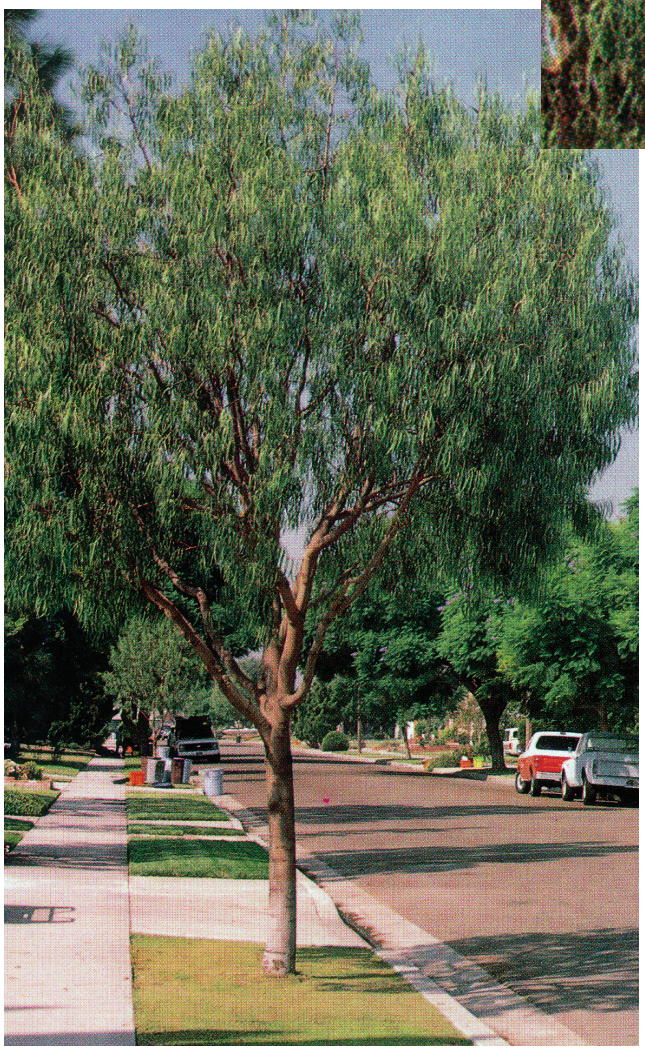




Melaleuca linarifolia
Flaxleaf Paperbark
(minimum size: 36” Box)

The Village Street Tree has
an evergreen character
with bold forms
to help differentiate from
the character of Main Street.





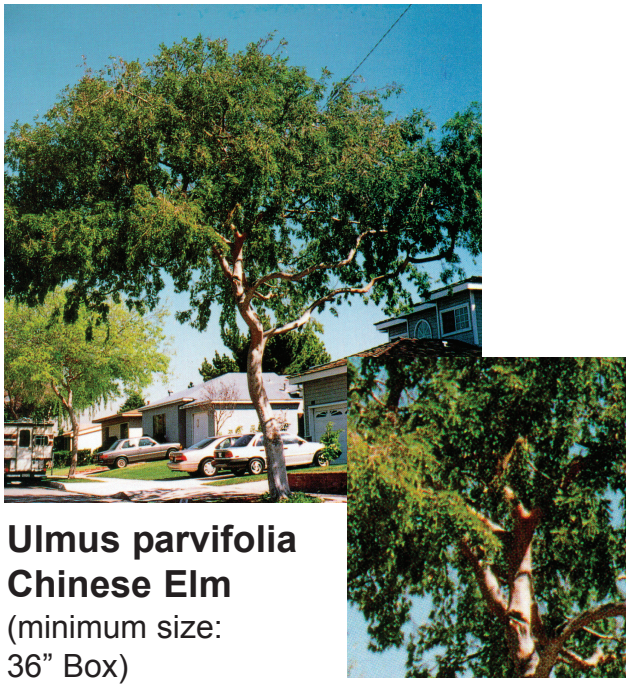
Geijera parvifolia
Australian Willow

(minimum size: 36” Box)

The Boundary Tree will define the boundary and add a consistent evergreen look to the perimeter landscaping. Species maintain color and mass around the Urban Village.

BOUNDARY TREE

- The various streets within the interior of the Village should have their own style of tree and landscaping to help differentiate them from each other. See Figure 35.
- Perimeter landscaping should have one consistent look completely around the Urban Village. Evergreen plant material should be used to maintain color and mass in this zone year round. The 6 foot parkway along Avenida de la Carlota will include a street tree planted at regular intervals and using suggested examples shown in this section. Ground cover will utilize drought tolerant species that are evergreen and complement landscaping used in the development landscape setback. A water saving irrigation system should be employed to save water and reduce run-off. See Figure 36.
- The paseos should have a distinct type of tree or a mixture of evergreen and deciduous trees that will help to define the primary pedestrian corridor. The use of some evergreen trees will provide pockets of shade for the pedestrian and those seated on the benches along the pathway. See Figure 37.
- All parking lots should incorporate evergreen trees to provide shade and visual relief throughout the year. See Figure 38.
- All landscaping throughout the Urban Village shall incorporate a three-layered system consisting of:
    1. Grasses and groundcover
    2. Shrubs and vines and
    3. Trees
- Landscaped areas throughout the Village should be used to frame the buildings, define primary entrances and soften the visual effects of large building mass.
- Landscaping around the entire base of the building is encouraged. This landscaping should be accented and enhanced to provide a focus at the building entry.
- Landscaping design and implementation should emphasize the use of drought tolerant landscaping wherever possible.



Ulmus parvifolia
Chinese Elm
(minimum size:
36” Box)



Syagrus romanzoffianum
Queen Palm
(minimum size: 18’ BTH)



Hymenosporum flavum
Sweetshade
(minimum size: 36” Box)



Lagerstroemia indica
Crape Myrtle
(minimum size: 36” Box)

The Paseo Trees provide pockets of shade and are distinct in character and form. Pedestrian corridors are defined by a mixture of evergreen and deciduous species.



Sophora japonica
Japanese Pagoda Tree
(minimum size: 24” Box)



Brachychiton populneus
Bottle Tree
(minimum size: 24” Box)



Cupaniopsis anacardiopsis
Carrotwood Tree
(minimum size: 24” Box)



Pyrus kawakamii
Evergreen Pear
(minimum size: 24” Box)

The Parking Lot tree is evergreen providing filtered shade and visual relief throughout the year.

PARKING LOT TREE

V. LAND USE & DEVELOPMENT STANDARDS

The regulations and standards contained in this section shall apply to all properties located within the Urban Village area. They are intended to serve as a tool for encouraging the establishment of a mix of uses permitted by the General Plan and Development Code by providing standards and guidelines for creating an integrated village atmosphere while insuring functionality. The Urban Village Specific Plan is consistent with the existing provisions of the Laguna Hills General Plan and Development Code. In cases where this Specific Plan contains differing standards from the development code, the Specific Plan standard shall prevail over the Development Code. In cases where standards are not addressed by this Specific Plan, the development code requirements and standards shall prevail.

PERMITTED LAND USES

Table 1 identifies the permitted uses, and accessory uses within the Urban Village district. Uses in the table are permitted subject to the permit criteria referenced. The Conceptual Land Use Plan identified in Figure 6 provides a visual representation of the desired location of various potential uses for evaluation by the City during review of development proposals. The Plan identifies a Main Street area as the pedestrian-oriented commercial district for the central core of the village. Although the Plan proposes a variety of other uses surrounding this core area, there is some flexibility regarding the specific locations. Any use not included on Table 1 shall be considered prohibited.

Where the symbol "P" appears in the status column adjacent to the land use category the use is permitted by right. When the symbol "C" appears, then the use may be permitted subject to the review and approval of a conditional use permit. Uses identified with an "A" are considered accessory to a primary use, when it is customarily incidental to the primary use. Some of the uses identified in the table are considered temporary in nature, noted by the symbol "T" and subject to the review and approval of a temporary use permit. Where there are special development standards or regulations, the Laguna Hills Development Code section is identified.

All new construction projects require the approval of a Site Development Permit. Site Development Permits are required in the absence of any other specified permit or approval and may be required in addition to other approvals. Site Development Permits shall be processed in accordance with the provisions of Chapter 9-92 of the Laguna Hills Development Code.

Mix of Uses

Developments which seek to incorporate a mix of uses shall also be approved through a precise plan of development. A precise plan, unlike a specific plan, is limited to a single property or limited group of contiguous properties rather than a geographic area, and incorporates the standards for

design and zoning within the adopted development code rather than creating specific standards. It is more precise than a site plan in that it regulates the exact mix of uses within the project. Such a process allows the community to assess potential impacts from the project and to provide a balance of uses and purposes that promote community image, reduce undesirable environmental consequences and improve the fiscal abilities of the city to meet locally expressed needs. Requirements for precise plans are contained in Chapter 9-92 of the Laguna Hills Development Code.

A precise plan, upon approval, shall be binding upon all owners and tenants for which the plan is developed and shall be binding upon all heirs, successors, and assignees. An agreement shall be required and recorded to evidence the precise plan.

Design of mixed use projects shall require that each project consider and incorporate (as the City deems appropriate) the following special considerations:

- Transit support facilities;
- Transportation demand control measures;
- Public plazas, landscape areas, water features;
- Pedestrian facilities.

Specifications and standards adopted by the city for the above items shall be considered in the design and development of the mixed use area.

The following standards are intended to ensure the compatibility of uses in a mixed use project as addressed through a precise plan.

Security. The residential units shall be designed to ensure the security of residents through the provision of secured entrances and exits that are separate from the non-residential uses and are directly accessible to parking areas. Non-residential and residential uses shall not have common entrance hallways or common balconies. These separations shall be shown on the development plan and the separations shall be permanently maintained.

Restriction on Activities. Non-residential uses shall be designed and operated, and hours of operation limited, where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic, trash collection, routine deliveries or late night activity. No use that is immediately adjacent to a residential use shall produce loading or unloading of materials, products, and or supplies at the site between the hours of 8 pm and 7 am.

Noise Standards. Residential portions of the project shall be designed to limit the interior noise caused by the commercial and parking portions of the project to a maximum of forty-five (45) db CNEL on an annual basis in any habitable room with windows closed. Proper design may include, but shall not be limited to, building orientation, double or extra-strength windows, wall and ceiling insulation, and orientation and insulation of vents. Where it is necessary that windows be closed in order to achieve the required level, means shall be provided for

ventilation/cooling to provide a habitable environment.

Vibrations and Odors. No use, activity or process shall produce vibrations or noxious odors that are perceptible without instruments at the property lines of the site or within the interior of residential units on the site, consistent with Section 9-74.050.K of of the Laguna Hills Development Code.

Lighting. Outdoor lighting associated with commercial uses shall not adversely impact residential uses, but shall provide sufficient illumination for access and security purposes. Such lighting shall not blink, flash, oscillate, or be of unusually high intensity or brightness, consistent with Section s 9-40.170 and 9-44.060.I of the Laguna Hills Development Code.

Objective Design Standards. Development entitlements approved before adoption of the City of Laguna Hills Objective Design Standards, including those approved under a Development Agreement and any qualifying modifications approved pursuant to that Development Agreement, shall not be subject to the Objective Design Standards. For purposes of this section, qualifying modifications shall be governed by and processed in accordance with the applicable Development Agreement and UVSP. Such previously approved entitlements and qualifying modifications shall remain subject to the design requirements and development standards established in the UVSP, and conditions of approval in effect at the time of their approval, unless otherwise expressly provided through a subsequent discretionary approval or amendment to the Development Agreement.

TABLE 1
LAND USE MATRIX

USE	PERMITTED	REFERENCE
Adult Businesses	SUP	See Chapter 9-54
Animals/Pets	A	See Chapter 9-56
Arcade, Game	C	
Bar, Tavern, Cocktail Lounge	C	
Boarding House	P	
Carnival/Fair/Circus	T	See Chapter 9-62
Christmas Tree/Pumpkin Sale	T	See Chapter 9-62
Church/temple	C	
Commercial Recreation	P	
Communication Facility	◊	See Chapter 9-58
Community Care Facility	◊	See Chapter 9-64
Community Center	C	
Conference/Convention Facility	C	
Construction Office	T	See Chapter 9-62
Convenience Store	C	
Day Care Center	◊	See Chapter 9-64
Department Store	P	
Drainage Facility	A	See Chapter 9-70
Drive-thru	C	
Dwelling, Multiple-family	P	
Dwelling, Single-Family Attached	P	
Dwelling, Single-Family Detached	P	
Farmers Market	C	
Finance Institution	P	
Fire/Police Station	C	
Fortune Telling	P	
Game Court	A	See Chapter 9-70
Gas Station	C	See Development Standards below
Government Facility	C	
Health Club	C	

USE	PERMITTED	REFERENCE
Heliport	A/C	
Hospital	C	
Hotel/Motel	C	
Library, public	P	
Massage Establishment	P ◊	See Chapter 4-28
Motion Picture Theatre	P	
Museum	P	
Nightclub	C	
Office/Business/Medical/ Headquarters/Professional	P	
Outdoor Event	T	See Chapter 9-62
Outdoor Sales	T	See Chapter 9-62
Outdoor Vending Cart/Kiosk	A/C	
Park, public/private	P	
Performing Arts Center	C	
Public/Private Transportation Uses	P	
Recreation Facility, private	C	
Recycling Event/Facility	P	See Chapter 9-82
Restaurant	P	
Restaurant, Fast Food/no drive-thru	P	
Retail/Service Business	P	
School, commercial	C	
School, private	C	
School, public	C	
Senior Center	C	
Single-Room Occupancy Housing Facility	C	See Chapter 9-72
Swim Club	C	
Tennis Club	C	
Vehicle Leasing/Rental	P	
Veterinary Clinic	C	

Note:

A = Accessory Use
SUP = Special Use Permit
C = Conditional Use Permit (CUP)
T = Temporary Use Permit (TUP)
P = Permitted
◊ = Special requirements

INTENSITY OF DEVELOPMENT

The allowed development intensity in the Urban Village is regulated based upon trip generation limits to insure that the City's Mobility Element Level of Service (LOS) Standard "D" is not exceeded at any of the intersections within the area, except for specially designated intersections (i.e., Congestion Management Program intersections) where LOS E is acceptable. The Laguna Hills General Plan and Development Code contain provisions requiring that individual development projects prepare traffic analysis reports to determine trip generation that would occur as the result of the development. This insures that the maximum build out trip levels evaluated in the General Plan Program EIR are not exceeded as a result of the new development projects. At the time that the General Plan was updated in July 2009, the Urban Village area could accommodate 1,243 additional AM peak hour trips, and 2,272 PM peak hour trips.

Trip Budget Allocation for Future Development Projects

New development anticipated to occur within the Urban Village is based upon the City's knowledge of potential projects anticipated in the area, as summarized below:

- Retail: 300,000 square feet
- Hotel: 250 rooms
- Residential: 200 dwelling units
- Medical Office (no general office): 138,000 square feet
- General Office (no medical office): 380,000 square feet

It should be noted that the Specific Plan includes provisions for flexibility in development options, so that there could be more retail uses and less office uses established, or vice-versa, as long as the trip budgets are not exceeded. The trip budget debiting process is based upon the addition or subtraction of “vehicle trips”, not land use type or size of the project (even though land use type and size are used as parameters for calculating the trip generation potential of a particular project).

Method to Determine Intensity

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, persons proposing such projects shall provide an analysis of traffic impacts. The analysis shall be in the form of a comprehensive traffic study, which addresses the following:

- Existing available AM and PM peak hour trips
- AM and PM peak hour trip generation from the project
- Post project available AM and PM peak hour trips
- Critical intersection and link analysis

- Assessment of the impacts of the project upon critical intersections and links.
- Statement of transportation demand strategies and mitigation measures to be implemented to reduce impacts to acceptable levels.
- Analysis of methods to finance and implement mitigation measures.

Applicants shall be permitted to develop to the maximum intensity of their plans only upon verification that trip generation impacts created are within the acceptable levels identified by the General Plan. Further, the proposed plan shall be consistent with the requirements outlined in the Specific Plan.

Small Projects that generate 50 or less peak hour trips shall only be required to verify that there are adequate AM and PM peak hour trips remaining to accommodate their projects, and will not be required to prepare a comprehensive traffic study.

DEVELOPMENT STANDARDS

The standards in Table 2 shall apply to developments within the Urban Village area regardless of type of use. Within the Main Street area identified in Figure 6 and along the street edges, the building setbacks, height limits, lot coverage and other standards of development may be more restrictive than the requirements listed below. These criteria are necessary to create an environment inviting to pedestrians with variations in building massing and scale. These additional development standards for new projects are outlined within the section titled Streetscape Edge Conditions beginning on page 10 of the Land Use Plan.

Gas Stations shall be required to use the reverse-design site layout for new construction to ensure compatibility with surrounding uses and to soften the visual impact. This method places the pump islands at the rear of the site with the office/ store at the front to screen the pump islands.

TABLE 2
DEVELOPMENT STANDARDS

Item	Standard
Minimum lot size	10,000 sq. ft.
Minimum lot width	100 ft.
Minimum lot depth	100 ft.
Maximum lot coverage	70%
Density	See discussion above on intensity of development. For residential projects: a density of 30 DUs/AC (gross) to 50 DUs/AC (gross) is allowed
Maximum building height	75 ft.
Minimum setback—front: parking lot parking structure building	 10 ft.* 20 ft.* 20 ft.*
Minimum setback—side (interior)	10 ft. abutting residential* 0 ft. commercial abutting non-residential*
Minimum setback—street side	10 ft. *
Minimum setback—rear	20 ft. abutting residential* 10 ft. abutting non-residential*
Minimum open space and amenities	10% **
Minimum landscape coverage	15%

Minimum building separation: Main→Main Main→Accessory Accessory→Accessory	 10 ft.; Single-Family Detached uses at former Laguna Hills Mall site- 6 ft 2.5 ft. 2.5 ft.
Parking	See Chapter 9-44
Signage	See Chapter 9-42

*** Modifications. The setbacks may be modified in connection with a site development permit or a precise plan of development in order to promote increased pedestrian activity, provide for unified street frontage, ensure privacy and light for residential uses, provide for public spaces, and promote compatibility with existing development and the goals of the Urban Village Specific Plan.**

**** For residential projects only. Amenities shall include open space and land-scape/hardscape features, such as pools, spas, play courts, etc. The open space and amenities requirement is in addition to the minimum landscape coverage requirement.**

PUBLIC ART

It is the desire of the City of Laguna Hills to enhance the cultural and aesthetic environment of the City and to encourage creativity, education and the appreciation of the arts and our cultural heritage. The provision of art in public places is one means to achieve these goals. Public Art includes, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources. The Public Art must be located in places that are open and easily accessible to the public, which may be on private or public properties.

All new developments with a total construction cost of $250,000 or more shall provide public art and/or contribute to a Public Art In-Lieu Fund as part of their project. The minimum value for the public art component and/or in-lieu fee shall be one-half percent (0.5 %) of the total construction costs of the project. Formula: 0.005 x Total Construction Cost = Value of the Public Art Component and/or In-Lieu Fee. The art shall be prominently placed within the development project and oriented toward the pedestrian experience of the site or may be located within an adjoining public plaza or Town Green. At the discretion of the City, a project may be required to contribute to the Public Art Fund in lieu of providing the art. New development includes the construction of new projects and the remodeling of existing facilities in excess of fifty (50) percent of the value of the structure. Total construction costs is determined by the valuation as determined by the Community Development Department and indicated on the building application submitted in order to obtain permits for the project.

Allowable expenses from the art allocation include: the artist fee for design and fabrication, mountings and bases for installation of the artwork and lighting that is integral to the artwork. Landscaping surrounding the art, delivery expenses and installation costs may not be included in the art allocation. The artist selected must have experience in design concepts, fabrication installation and long-term durability of large-scale outdoor artworks, and be approved by the City prior to selection. Artwork must be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance. Recommended materials include bronze, stainless steel, high-grade aluminum or hard stone. Artworks incorporating water features must be designed so that the artwork can stand on its own should the water cease to function properly.

The public art component of the project shall be reviewed and approved by the City in conjunction with the review and approval of the Site Development Permit for the Development Project. Since the value of the art is based upon the total construction costs, the actual review of the proposed art may be a separate review by the Planning Agency. However, the review and approval shall be completed before the issuance of any building permits for the project.

The applicant shall be responsible for the submittal of plans and specifications of the art and the proposed location for the City's approval. The Planning Agency shall review the design, location and value of the proposed art for conformance with the requirements and

goals of the Public Art Program. The applicant may propose to locate the Public Art on the project site or at an appropriate off-site location in the vicinity of the project. The artwork should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork. The Public Art shall be created and installed prior to the issuance of the Occupancy Permits for the project.

At the discretion of the Community Development Director, based upon the size, scale, location and construction costs of the project, the applicant may be required to contribute to the Public Art In-Lieu Fund rather than install a piece of art. The City may commission and acquire artwork using the Public Art In-Lieu Funds. City artwork shall meet the same design and location criteria as private artwork.

TEMPORARY USES/ACTIVITIES

Unless modified by this section, the provisions of chapter 9-62 of the LHMC relating to Temporary Uses, shall apply to properties in the Urban Village. The Town Green and plazas will provide opportunities for a variety of temporary uses, some that are associated with the adjoining businesses and others that create activity to encourage pedestrian uses. Other locations within the Urban Village may also be appropriate for temporary uses. Temporary uses could include: civic ceremonies, farmers markets, festivals, live performances, fairs and seasonal activities. Each temporary use shall be limited in size, location and scale to ensure that surrounding parcels are not impacted by the use. Conditions may be placed on the use by the City to reduce any potential impacts.

OUTDOOR VENDORS/CARTS/KIOSK

Throughout the Urban Village, to create an atmosphere that encourages pedestrian traffic and invites people to walk between uses, outdoor vendors are permitted as an accessory use, subject to the approval of a Conditional Use Permit. While the vendors' cart or kiosk may appear to be temporary in nature, they shall be designed to complement the architectural style of the other buildings on the site and integrated into the site design to provide for easy pedestrian access. Moving vendor carts are prohibited. The size and location of vendor carts shall be limited to ensure that the business is oriented to the pedestrian and not the surrounding streets and to provide for adequate pedestrian circulation around the use. When outdoor vendor uses are located within the Town Greens or plazas, the primary function of those spaces for strolling, sitting, walking, eating and interaction with others shall not be compromised.

LIGHTING

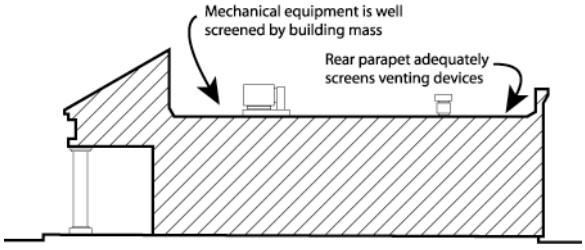
Exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel, and shall be directed downward and away from adjoining properties and public rights-of-way. No lighting shall blink, flash, or be of unusually high intensity or brightness. All lighting fixtures shall be appropriate in scale, intensity, and height to the use it is serving. Security lighting shall be provided at all en-

trances/exits. Lighting of outdoor parking areas shall be designed and maintained in a manner to prevent glare or direct illumination from intruding into any off-site areas.

Lighting fixtures shall be provided in accordance with the Design Guidelines in Section IV. In addition, uncovered access, parking and loading areas shall have a minimum of .5 foot-candles of illumination for general use areas and 1.0 foot-candles of illumination for high use areas. As determined by the Planning Department, high use areas include: vehicular entries and exits, parking accessways, pedestrian areas, passenger loading areas, areas of higher intensity vehicular movement; areas of concentrated pedestrian and vehicular movement, and where added security is desired.

SCREENING

Any equipment, whether on the roof, side of a structure or ground mounted, shall be screened from view. The method of screening shall be architecturally compatible in terms of materials, color, shape, and size. The screening design shall blend with the building design and include landscaping when on the ground. Screening shall be provided in accordance with the Design Guidelines in Section IV of this specific plan.



All roof-mounted equipment, except for solar panels meeting standards of the Uniform Building Code, including but not limited to air conditioning units, lighting fixtures and mechanical equipment shall be shielded from view from on-site parking areas, adjacent streets and adjacent residentially zoned properties. The screening material must be compatible with and integrated into the architectural design of the structure.

PROPERTY MAINTENANCE

All properties within the Urban Village Area shall be kept and maintained in a clean, neat, orderly, operable and usable condition. This requirement applies to buildings, paving, fences, walls, landscaping, water, earth and any other structure or natural feature on the site. The provisions of Chapter 9-74 of the LHMC relating to Property Maintenance shall be applicable to the Urban Village.

WALLS AND FENCES

The regulations of Section 9-40.100 of the LHMC relating to fences, walls and hedges shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this Specific Plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, one of the planned unifying elements of the specific plan is a 30-inch high stone wall or hedge within the parkway along the perimeter streets and entries. Additional fencing in these areas, between the property line and building facade shall be prohibited.

LANDSCAPING

The regulations of Section 9-46 of the LHMC relating to landscaping standards and guidelines shall apply to all developments within the Urban Village, except where the Land Use Plan (Section III of this specific plan) and the Design Guidelines (Section IV) indicate specific edge conditions or design concepts. For example, the Landscape Plan, Figure 31, provides for certain specific locations for street trees and the Edge Conditions Plan, Figure 7, and Edge Condition Sections, Figures 8 through 15, delineate where groundcovers and shrubs will be placed along the streets.

PARKING

The regulations of Section 9-44 of the LHMC relating to access and parking shall apply to all developments within the Urban Village, except as modified below. To encourage new development that complies with the Main Street and design elements of this Specific Plan, such as including pedestrian pathways and village greens, the required off-street parking for new and existing development may be reduced in conjunction with Site Development Permit review, and approval. The reduced parking standards may be approved provided the City Council makes the following "Reduced Parking Findings":

1. That the calculated parking demand for new development projects, based upon the recommendations and methodology outlined in the Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, justifies a reduced parking requirement for the new development.

2. That the proposed reduction to the parking standards result in a project which is of a superior design quality and functionality; and

3. That the three goals of the specific plan relating to type of uses, pedestrian-friendly atmosphere and Urban Village identity are satisfied through the proposal; and

4. That the proposed development is consistent with the Land Use Plan in terms of the location, type of use and provision of pedestrian pathways, plazas and town greens; and

5. That the project conforms to the design guidelines for the creation of an Urban Village with respect to setbacks, building orientation, edge conditions, building massing.

Reduced Parking Standards

The Linscott, Law & Greenspan Traffic and Parking Study dated March 7, 2002, indicated that reduced parking standards for new development or changes in use within the Urban Village area could be supported based upon a "Consolidated Parking Ratio for shopping Centers" or a "Shared Parking Model" (See pages 10 through 15, and Tables 7 through 13 of the Study). The process to determine the reduced parking standard to be applied to individual projects shall be as follows:

Application of Consolidated Parking Ratio for Shopping Centers

Prior to expansion of an existing use, construction of a new development, or intensification of existing facilities, applicants proposing such projects shall pro-

vide an analysis of parking requirements. The determination of parking requirements shall address the following:

- The current City Code parking ratios shall first be applied to the project to create a baseline, by calculating the project's "stand-alone" parking requirements.

- For General Retail uses located within the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as no more than 20% of the total GLA is in restaurant, entertainment, or cinema space.

- For General Retail uses located outside the Laguna Hills Mall property, a parking ratio of 4.5 spaces per 1,000 SF of gross leasable area (GLA) shall be applied, as long as, no more than 10% of the total GLA is in restaurant, entertainment, or cinema space.

If the project does not exceed the above 20% or 10% standards, then no additional parking analysis is required and the reduced parking ratio may be approved, provided the "Reduced Parking Findings" are made by the City.

Application of Shared Parking Methodology

If more than 20% of the GLA within the Laguna Hills Mall property, or more than 10% of the GLA for the General Retail outside the Laguna Hills Mall property is in restaurant, entertainment or cinema space; then any proposed expansion of existing use, construction of new development, or intensification of existing facilities must apply the Shared Parking methodology to calculate the required parking. However, to ensure that the Shared Parking model is appropriately applied to future expansion projects within the Urban Village, the following guidelines must be followed:

- It should first be established that the individual uses have a common parking footprint that is easily accessible by all the uses, and that the individual uses have different peak parking periods, to test the reasonableness of any potential shared use of parking in the Village.

- If a future expansion project results in a change of use (switches to a different land use category), the Shared Parking model must be recalculated in its <u>entirety</u>. The resultant parking demand identified from a singular Shared Parking calculation must never be automatically used as a "baseline" value to debit or credit another (or future) project's incremental parking requirements.

- Exclusive-use parking areas must be recognized specifically when applying the Shared Parking procedure, and either carried at a continuous 100% parking profile during their entire period of exclusivity, or treated entirely separate. Moreover, disaggregating of the Shared Parking study area to logical subcomponents (based upon proximity, walking distances, specifically merged parking fields, etc) for a "micro" assessment is required.

The process to be followed in applying the Shared Parking methodology shall be as follows:

- Determine what constitutes a Shared Parking area or zone by reviewing the site plan for the project. Disaggregating the overall Shared Parking study area into multiple subcomponents assures proximate parking supply to demand sources.

- Calculate the Shared Parking requirement utilizing the Parking Ratio and Profile Summary (Table 9) of the Linscott, Law & Greenspan Study dated 3/7/02, through the following steps:

    1. Identify the land uses and quantities (SF of gross floor area, number of hospital beds, etc) that can reasonably be expected to share a common parking facility or be serviced by multiple parking nodes.

    2. Using the parking ratios in the Table 9, determine the peak parking requirement for each identified use.

    3. Adjust for any parking demand component which will be unavailable for sharing (i.e., spaces which will be exclusively dedicated, or spaces accessible by only one use type).

    4. Using the parking profiles in Table 9, apply the respective parking demand profile for each use identified.

    5. Determine the total parking demand for each hour during the day. Isolate the maximum demand level.

- The need for parking "contingency" beyond the calculation of parking requirements for the project shall be evaluated. Additional "safety factor" spaces will be necessary when a parking area or zone is deficient, or when the parking needs/demand of a generator requires multiple parking sub-areas to support it.

SIGNS

The regulations of Section 9-42 of the LHMC relating to signs and advertising devices shall apply to all developments within the Urban Village, except as modified by the Design Guidelines (Section IV) and the following regulations.

Permitted Signs – To encourage creativity in sign design and to foster a pedestrian atmosphere, the following additional sign types are permitted within the Urban Village area, subject a determination by the City that the signs are in conformance with the sign Design Guidelines found in Section IV.

- projecting signs,
- painted wall signs,
- murals,
- figurative signs,
- freeway oriented signs
- other types of nontraditional signs.

Size and scale – To the extent possible the size limits identified in Section 9-42-090 of the LHMC shall also apply to the unique types of signs described above. In accordance with Section 9-42.180 of the LHMC, in conjunction with the review and approval of a Master Sign Program, deviations to the Sign standards matrix may be granted by the Planning Agency based on design quality, creativity, and compatibility of the signage with the building architecture

and surrounding land uses.

Review Procedures – Unique sign types that are not listed in the LHMC, may be permitted through the review and approval of a Site Development Permit for a Master Sign Program, as outlined in Section 9-42.170 of the LHMC.

VI. INFRASTRUCTURE PLAN

INTRODUCTION

Although the majority of the infrastructure in and around the Urban Village is currently in place, additional demand will be placed on the existing streets and utilities in conjunction with the proposed development intensity.

The Urban Village is served by a street system that primarily includes El Toro Road, Paseo de Valencia, Los Alisos Boulevard and the Interstate 5 freeway. In conjunction with the increased development intensity allowed by the Laguna Hills General Plan and Urban Village Specific Plan, required intersection improvements have been identified in the Traffic and Parking Study prepared by Linscott, Law & Greenspan.

Adequate utilities to serve the current development are provided by the El Toro Water District, the Southern California Gas Company, Southern California Edison and Pacific Bell. However, as more intensive commercial and residential development takes place, new distribution lines may need to be installed, and some of the existing facilities may require upgrading, replacement and/or extension.

CIRCULATION

The intensity of development permitted within the Urban Village Specific Plan is subject to the vehicle trip budget as set forth in the City's General Plan. The General Plan identified a maximum number of vehicle trips for the Urban Village that allows for a mix of land uses. This concept is mirrored in the Specific Plan, which includes provisions for flexibility in development options to allow adjustments in land use intensities, provided that the vehicle trip budget is not exceeded.

A traffic study dated March 7, 2002 was prepared on behalf of the City by Linscott, Law and Greenspan. The study analyzes the number of vehicle trips available to accommodate the increased development proposed by the Urban Village Specific Plan. The study concluded that the proposed development intensity for the Urban Village can be accommodated by the trip budget established under the 1994 General Plan. However, the General Plan and the Traffic Study identify specific intersection improvements for completion in conjunction with an increase in the number of vehicle trips.

The necessary improvements to be completed in conjunction with the build out of the Urban Village Specific Plan are identified on Figure 39, and include the following:

- Add a northbound right turn lane and a eastbound thru lane at the intersection of Avenida de la Carlota and El Toro Road.
- Add a 4th travel lane on El Toro Road eastbound between Regional Center Drive and Avenida De La Carlota.
- Add a northbound right turn lane, a southbound thru lane, an eastbound left turn lane, and a westbound thru lane at the intersection of Paseo de Valencia and El Toro Road.
- Add an eastbound left turn lane, a westbound left turn lane, and a

westbound thru lane at the intersection of Avenida de la Carlota and Paseo de Valencia.

- Add a northbound thru lane and a southbound thru lane at the intersection of Paseo de Valencia and Los Alisos Blvd.

With the implementation of the recommended improvements, the intersections impacted by the development proposed as part of the Urban Village Specific Plan will continue to function at acceptable levels.

WATER

Water is provided to the project area by the El Toro Water District (ETWD) from the El Toro Reservoir in the City of Mission Viejo. Water service is currently provided to the service area by a network of pipelines, varying from 6 to 20-inches in size. Any and all additional necessary laterals must tie into these existing water lines.

In conjunction with the review of specific development proposals, the ETWD shall review the improvement plans for each proposal to ensure that the Municipal Facilities and Services Mitigation Standards as outlined in Table VII-1 of the Laguna Hills General Plan are complied with. ETWD will review each site-specific project to determine if upgrades to existing facilities, or construction of new facilities will be required. Adequate fire flow capacity shall be provided to meet the requirements of the ETWD and the Orange County Fire Authority.

SEWER

Wastewater services are provided by the El Toro Water District, with treatment provided by the ETWD Water Recycling Plant. The Urban Village Specific Plan is currently served by various 6, 8 and 10-inch sanitary sewer lines.

The ETWD shall review the improvement plans as components of the project to ensure that each area is capable of handling the additional capacity generated by the increased development. In conjunction with the review of specific development proposals, the ETWD shall review the improvement plans for each proposal to ensure that the Municipal Facilities and Services Mitigation Standards as outlined in Table VII-1 of the Laguna Hills General Plan are complied with. ETWD will review each site-specific project to determine if upgrades to existing facilities, or construction of new facilities will be required.

STORM WATER DRAINAGE

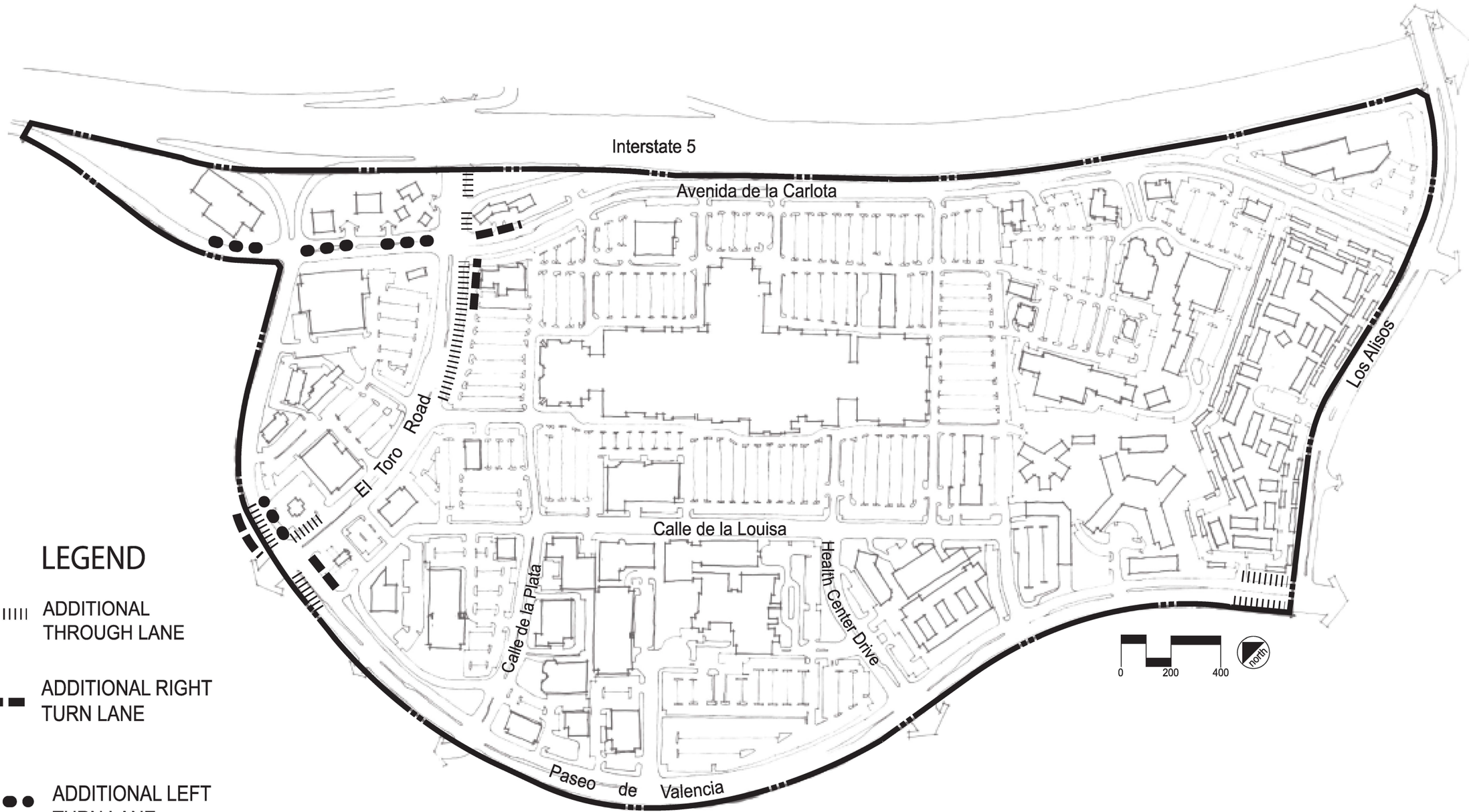
Natural drainage within the Urban Village Specific Plan area is collected and channeled through the site via existing drainage systems. Any development that may occur will not significantly alter existing drainage patterns, or substantially increase the rate or amount of surface runoff in the area. It is not anticipated that new storm water drainage facilities or expansion of existing facilities will be necessary in conjunction with any new development.

UTILITIES

Electricity

Electric power is provided by Southern California Edison (SCE). SCE has indicated that the additional development density can be served by the system's existing distribution lines in the area.

Natural Gas



LEGEND

ADDITIONAL THROUGH LANE

ADDITIONAL RIGHT TURN LANE

ADDITIONAL LEFT TURN LANE

Road Improvements

date: Nov. 2002 fig. 39

Laguna Hills Urban Village

Natural gas is provided by the Southern California Gas Company (SCGC). SCGC has indicated that sufficient capacity exists within the existing infrastructure to accommodate the increased project density. Additional points-of-connection will be established where necessary.

Telephone

Telephone service is provided by Pacific Bell. Any additional telephone service will be provided underground and connected to existing service lines where appropriate. Pacific Bell has indicated that the existing infrastructure is sufficient to service the increased development intensity.

VII. IMPLEMENTATION

INTRODUCTION

This section describes the actions to be taken to facilitate the timely implementation of the Urban Village Specific Plan as outlined under the "Purpose of Specific Plan" discussion found in the Introduction Section. The main goals of the Specific Plan, as outlined in the "Purpose of Specific Plan" discussion are to:

- Encourage and facilitate new uses in the area;
- Create new pathways and add landscaping to existing sidewalks to create a pedestrian-friendly environment;
- Create an identity for the area through the use of entry features, area way finding signs, consistent landscaping and street furniture.
- Facilitate private investments in the development of desirable and planned activity nodes;
- Take full commercial and market advantage of the Urban Village's central location in the Saddleback Valley;
- Increase the employment opportunities, tax revenues and ensure the long-term viability of the Urban Village; and
- Provide the framework for a public/private partnership to implement the goals of the specific plan.

PUBLIC IMPROVEMENTS

In providing public improvements in the Urban Village area, the City will be making a visible economic commitment to realizing the goals of the plan. The public improvements will add value to the area, thereby laying a foundation for future private sector investment. The City's recent purchase of an office building in the area to house a permanent Civic Center is the first step toward realizing the goals of the Specific Plan, and will lay the foundation for future public improvements.

In conjunction with the preparation of updates to its Capital Improvements Program, the City shall evaluate and consider potential Capital Improvements within the Urban Village area to include, but not be limited to, the following:

- Circulation Improvements to the circulation system that reflect the street cross-sections shown in Figures 7 through 15 of the Specific Plan.
- Entry Features as shown in Figures 21 through 25 of the Specific Plan.
- Landscape and hardscape improvements, including street trees and shrubs, walls and decorative paving.
- Pedestrian-oriented lighting fixtures at key locations.
- Street furniture and way finding signs that will enhance the pedestrian character of the Village, provide a uniform appearance to the area, and provide a public information benefit.
- Plazas and Village Greens that are located on public property

PRIVATE IMPROVEMENTS

In combination with public sector improvements, new development on private property will begin to fulfill the City's vision for the Urban Village. To encourage these improvements and attract the desired types of developments, the Specific Plan includes incentives in the form of reduced parking ratios, and innovative sign regulations. In addition

the City can utilize a variety of incentives, including the following:

- Expedited processing of plan review
- Deferment of fees if development meets certain criteria
- Direct payment for public related costs such as infrastructure, access improvements and public amenities.

PHASING PROGRAM

To initiate implementation of the Urban Village Specific Plan goals, it is recommended that the following be completed within the initial phases of the improvements to the Urban Village:

- El Toro Road is the most prominent street segment within the Village in that it provides access to the Civic Center and the proposed Main Street/Pedestrian Promenade. Implementing the circulation improvements, and installing the entry features, landscaping, walls, lighting and signs along this streetscape is of primary importance.

- Implementation of the Perimeter Street Edge Condition improvements (Figure 9 & 9.1) should closely follow the El Toro Road improvements so as to create the identity for the area. Because implementation of the Perimeter Street Edge Condition improvements will include improvements to the private property landscaped setback areas along the perimeter streets, the City will need to work with the property owners to implement those improvements.

- Construction of the Entry Features and Wayfinding signs oriented to the Perimeter Streets will also enhance the Urban Village identity, and, if feasible, should be completed in conjunction with the Edge Condition improvements to be made to the Perimeter Streets

- Phasing of the other street improvements, some of which are located on private property, should be evaluated after the completion of the El Toro Road and Perimeter Street improvements. The feasibility and desirability of the City acquiring and converting the private streets to public streets should be considered.

APPENDIX A. TECHNICAL STUDIES

TRAFFIC

The primary regional access to the Specific Plan area is via El Toro Road and the San Diego Freeway (I-5). Additional access is provided from Paseo de Valencia, Avenida de la Carlota, and Los Alisos Boulevard.

In order to assess the potential traffic impacts of build out of the Specific Plan area, a review of the Laguna Hills Final Master EIR was conducted. The Master EIR indicates that at General Plan build out the level of service (LOS) at all of the intersections within the Urban Village Specific Plan area will function at a LOS of "D" or better.

To insure that the intersections within the Specific Plan area continue to function at acceptable levels, the Master EIR outlines a number of improvements that will need to be implemented as the area builds out. The specific recommendations are as follows:

- Add a northbound right turn lane and a eastbound thru lane at the intersection of Avenida de la Carlota and El Toro Road.
- Add a 4th travel lane on El Toro Road eastbound between Regional Center Drive and Avenida de la Carlota.
- Add a northbound right turn lane, a southbound thru lane, an eastbound left turn lane, and a westbound thru lane at the intersection of Paseo de Valencia and El Toro Road.
- Add an eastbound left turn lane, a westbound left turn lane, and a westbound thru lane at the intersection of Avenida de la Carlota and Paseo de Valencia.
- Add a northbound thru lane and a southbound thru lane at the intersection of Paseo de Valencia and Los Alisos Blvd.

The Master EIR also specifies that the recommended improvements shall be constructed in conjunction with adjacent development. If determined by the City Engineer to be necessary to provide for adequate traffic flow, any individual development may be required to provide off-site intersection improvements, subject to appropriate reimbursement agreements from future development or other financial mechanisms to ensure that new development pays only its proportionate share for improvements.

In addition to reviewing the Laguna Hills Final Master EIR in conjunction with development of the Urban Village Specific Plan, a supplemental traffic analysis of the proposed Specific Plan was conducted to determine whether the findings and recommendations of the Master EIR were still appropriate for the project. The report dated March 7, 2002, prepared by Linscott, Law & Greenspan, concluded that the projections of the Master EIR were still valid, and that implementation of the recommended improvements would insure that the intersections within the Specific Plan area would continue to function at acceptable levels.

INFRASTRUCTURE ANALYSIS

Water and Sewer: As identified in the Laguna Hills Final Master EIR, the Specific Plan area is served by the El Toro Water District (ETWD), which maintains and operates a network of water and sewer lines that extend into the City. Land within the boundaries of the ETWD is essentially built out; therefore basic infrastructure is in place, and adequate capacities for water and sewer service already exist. The impact of future new development is dependent on the nature of the development and its water and sewer demands.

To insure that development projects within the City of Laguna Hills do not result in a quantifiable reduction in the level of infrastructure services provided to existing development, the Master EIR outlines mitigation standards that development projects within the City must adhere to. They are as follows:

Flood Control and Storm Drainage: Adequate facilities to protect structures for human occupancy and major roadways from the 100-year flood.

Water: Adequate fire flow as established by the Orange County Fire Authority, along with sufficient water storage for emergency situations and for maintenance of service pressures on an ongoing basis.

Wastewater: Unrestricted flow in sanitary sewers during average and peak conditions.

Solid Waste: Once weekly pick up of residential solid waste. Street sweeping as needed to meet NPDES requirements.

FISCAL ANALYSIS

The proposed Urban Village Specific Plan defines the development capacity of the planning area based primarily on land availability, traffic and parking limitations. The development capacity represents the additional development intensity that could be added to the existing base within the Urban Village. The Plan defines the future development capacity by land use category. The

following limitations are established in the Plan for incremental development above the existing base:

• Retail	183,000 sq. ft.
• Hotel	250 rooms
• Residential	200 units
• Medical Office	138,000 sq. ft.
• General Office	380,000 sq. ft.

Municipal revenues from the proposed land uses fall into four categories. These include sales tax, property tax, transient occupancy tax and State subventions. Estimates of the potential revenues upon build out can be prepared using comparable values found throughout Southern California. Table 3 presents a tabulation of the estimated revenues from the proposed Urban Village Specific Plan. Retail square footage was broken down into food, service and retail uses, which were estimated individually. Temporary Occupancy Tax (TOT) was estimated by assuming a mid-range hotel. Subventions were limited to Motor Vehicle License Fees, franchise fees and gas tax based on the additional residential population resulting from the development of approximately 200 ownership units. Because the Plan is an enhancement of an existing area that currently benefits from a full range of municipal services, and many of the one-time expenses of developing the area further, such as street improvements, will be financed by those entities developing the area, it is anticipated that the projected revenues will result in a positive net financial impact on the City of Laguna Hills.

Table 3

Laguna Hills Urban Village Revenue Data

Development Type	GLA	Units	Hotel Rooms	Estimated employment	Development Value	Sales Tax[2]	Property Tax[3]	TOT[4]	Resident Subvent.[5]	Total Tax Revenue
Retail	146,400			439	$18,300,000	$380,640	$31,842			$412,482
Restaurant/food	36,600			183	$6,405,000	$155,550	$11,145			$166,695
Hotel			250	75	$22,500,000		$39,150	$711,750		$750,900
Residential		200 [1]			$48,000,000		$83,520		$25,050	$83,520
Medical Office[6]	138,000 [7]			587	$24,150,000		$42,021			$42,021
General Office	380,000 [8]			1,292	$47,500,000	$26,600	$82,650			$109,250
Total				**2,576**	$166,855,000	$562,790	$290,328	$711,750	$25,050	**1,455,618 - 1,522,847[9]**

Footnotes:

1) Residential assumes ownership units averaging 1200 square feet
2) Sales Tax estimated at sales of $325 psf for retail with 80% retail, $425 for food uses, office at $.07 psf
3) Property Tax rate estimated at $.174
4) TOT estimated at average room rate of $120 and 65% occupancy, 10% tax rate
5) Population estimated at 1.6 person's household, gas tax, MLF and typical franchise fees only
6) Assumes property tax exempt ownership, net leaseable area at 85% of gross building area
7) Assumes no general office
8) Assumes no medical office
9) Range reflects potential mix of medical and general office

APPENDIX B.
BACKGROUND INFORMATION

PUBLIC INPUT

An important component of this Specific Plan is the Public Participation Program to ensure that the business owners, property owners and residents of the community share their thoughts and ideas regarding the Urban Village concepts. The initial stages of the program involved City staff discussions with property owners in the area to assess the level of support for the project. Based upon these discussions, concept plans were prepared. Information mailers were sent to all property owners within the study area to invite them to community workshops.

There were three workshops held within the Urban Village area. The first one was held on February 21, 2001 at Saddleback Hospital and the second on June 20, 2001 within the Mall. The final community workshop was held on May 22, 2002. All three of the workshops provided the City with valuable insights into the specific development ideas that are important to area residents and merchants. In addition, the City Views Newsletter (distributed to all residents of the City) described the planning process for the Urban Village and provided an opportunity for comments and suggestions. The workshops and newsletter helped define the most important aspects of the Specific Plan and focus attention on the issues they believed were critical. Approximately 25-30 participants attended each of the workshops. Follow-up questionnaires were distributed to the participants for additional input.

The Land Use Plan is the result of meetings with the major property owners, merchants and residents and the basis for development of this Specific Plan.

Additional opportunities for public review and comment on this plan were provided during the public review period for the environmental documentation required for this project and during the public hearings for the Zone Change adopting the Specific Plan.

GOVERNMENT CODE COMPLIANCE

The Urban Village Specific Plan has been prepared in accordance with Government Code Sections 65450 through 65457 (Specific Plans). Section 65450 provides for the preparation of specific plans by municipalities for the systematic implementation of all or part of the General Plan. This Specific Plan provides policies, guidelines, procedures, programs and regulations necessary to

implement the General Plan. The Urban Village Specific Plan has been prepared at the direction of the Laguna Hills City Council in response to the Community Development and Design element and the General Plan Implementation and Monitoring Program (Laguna Hills General Plan, 1994). The Specific Plan is consistent with the General Plan. A more detailed review of the Specific Plan in relation to the General Plan is outlined below, on the table entitled General Plan Consistency.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The environmental impact report for the Laguna Hills General Plan was certified in 1994. An Environmental Impact Report was also prepared for the 3-Phase Laguna Hills Mall expansion project and was certified in 1992. Only the first portion of the project was implemented. In accordance with Section 15152 of the Government Code (Tiering), a Mitigated Negative Declaration was prepared for this Specific Plan. The Mitigated Negative Declaration was prepared and made available for public review from September 6, 2002 through October 7, 2002 in accordance with Sections 15070 through 15075 of the Government Code. It will be certified by the Laguna Hills City Council in conjunction with their adoption of the Specific Plan.

GENERAL PLAN CONSISTENCY

The Urban Village Specific Plan is consistent with the goals and policies of the General Plan and is intended to implement each of the General Plan Elements. The following chart is a comparative description, outlining how the Specific Plan meets and implements the relevant goals and strategies contained within the General Plan.

General Plan Goals	Specific Plan Conformance
HOUSING	
Encourage the provision of housing that is affordable to the extent required by law, to lower and moderate income households, by ensuring that existing owners and prospective developers are aware of potential affordable housing development opportunities available within the Laguna Hills Village.	Several sites are identified for residential or mixed-use projects, with an increased density to encourage a variety of housing types.
Promote infill housing development within areas presently approved for residential development.	The Urban Village is surrounded by existing development and the provision of housing units in this area would be infill.
Ensure that new residential development is appropriately located with respect to public and private services and facilities.	The Urban Village includes a variety of public and private services and facilities that will be strengthened by the Specific Plan.
Promote provision of housing for the elderly, disabled, large families, homeless, and other special needs groups.	There are several existing facilities that provide housing for the elderly and disabled that are encouraged to remain within the Urban Village.
LAND USE	
Establish an inventory of land uses that provides diverse economic, social, and cultural opportunities and that reinforces the characteristics that make Laguna Hills a desirable place to live.	The Specific Plan provides for a variety of land uses within the Urban Village.
Promote a mix of attractive, employment generating business park areas that provide a sound and diversified economic base, and that are compatible with the community's overall character.	Many of the existing and permitted uses in the Urban Village create a strong economic base for the community and provide employment opportunities.
Maintain an organized pattern of land uses that minimize conflicts between land uses and respects the bulk, scale and character of existing development.	The land uses permitted in the Urban Village have been selected to ensure compatibility and the design guidelines of the Specific Plan regulate scale, bulk and massing of new developments.
Encourage the intensification of land uses in an urban village context within the area designated on the General Plan land use map as Village Commercial, thereby creating a pedestrian-oriented mixed use retail, office service, and residential area.	The Specific Plan not only provides for opportunities for new developments but also requires the creation of pedestrian pathways to encourage walking between uses.

Limit the intensity of land uses within the urban village area to that which can be accommodated by the area's roadway system.	The Specific Plan includes standards and regulations to limit the intensity of development.
GROWTH MANAGEMENT	
Require all new development to pay its share of the impacts associated with that development including impacts on regional traffic mitigation.	As part of the development review process, the potential impacts associated with development projects will be evaluated and conditioned to minimize project related impacts.
As part of the development review process, ensure that adequate roadways and other facilities will be available to support buildout of the project. Use the performance standards included in the General Plan Implementation Program as the test for adequacy of City roadways, services, and facilities to support a new development.	New projects may be required to provide off-site improvements, subject to appropriate reimbursement agreements from future development or other financial mechanisms to ensure that new development pays only its proportionate share for improvements.
FISCAL MANAGEMENT	
Work closely with the Laguna Hills Mall to avoid any unnecessary delay in the Mall expansion and occupancy.	The Specific Plan provides incentives for new development within the Urban Village area.
Support the early development of any use within the city that is both consistent with the General Plan and can generate a positive net fiscal impact. This will be particularly helpful to move the "Urban Village" commercial core forward in a timely manner.	Adoption of the Specific Plan and implementation of the right-of-way improvements, including the entry features and landscape parkways will encourage new developments in the Urban Village.
CIRCULATION & TRANSPORTATION	
Maintain a balance between land use and circulation operations by phasing new development to levels that can be accommodated by roadways existing or planned to exist at the time of completion of each phase of the project.	The Specific Plan regulates the intensity of development by the volume of trip generation to ensure that adequate transportation facilities exist to serve the project.
Plan for future intersection improvements outlined in Table IV-1.	The Specific Plan provides for intersection improvements in the Urban Village area.
Require new development projects to incorporate the provision of bicycle, transit, and pedestrian facilities.	The Urban Village requires the provision of pedestrian pathways connecting all areas of the Village.

PARKS AND RECREATION	
Use major community entries and arterial streets to enhance the City's overall beauty including the quality of landscaping and landscape maintenance within the public right-of-way.	The Specific Plan provides for enhanced edge conditions along the arterials and coordinated entry features for the perimeter of the Urban Village.
GENERAL CITY SERVICES AND FACILITIES	
Pursue the development of a Civic Center, which includes a multi-use community center.	The Specific Plan identifies a particular location for the Civic Center within the Urban Village.
AIR QUALITY	
Encourage the development of job-intensive uses within designated employment centers to reduce the length of home-to-job commutes by local residents.	The Specific Plan provides opportunities for the development of new job-intensive uses within the Urban Village.
Amend the Zoning Code to integrate a Mixed Use Overlay Area for use in the Urban Village and Mixed Use General Plan designations as a means to enhance pedestrian movement throughout the City	The Specific Plan permits a variety of uses, including mixed-use project that include residential, retail and office uses. The creation of pedestrian pathways are also required to facilitate walking.
NOISE	
Ensure that new commercial and industrial activities (including the placement of mechanical equipment) are designed so that activities comply with the maximum noise level standards at the property line of adjacent uses, thereby minimizing impacts on adjacent uses.	During review of new developments, the potential noise levels will be evaluated and the project will be designed to minimize noise impacts on adjacent uses.

The Village at Laguna Hills

Attachment 3

Ordinance – Amended and Restated Development Agreement

for USE-0239-2025 Village at Laguna Hills Project

ORDINANCE NO. 2026-#

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND MGP FUND X LAGUNA HILLS, LLC FOR THE VILLAGE AT LAGUNA HILLS PROJECT.

WHEREAS, Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code authorizes a city to enter into a contract which is called a development agreement in order to establish with certainty what regulations will govern the construction of a development;

WHEREAS, the City Council adopted Ordinance No. 2022-1 on March 8, 2022, approving a Development Agreement between the City of Laguna Hills ("City") and MGP Fund X Laguna Hills, LLC ("Owner"), to vest certain project entitlements and further address the implementation of the Village at Laguna Hills project the existing approximately 68-acre former Laguna Hills Mall site generally located along the southerly side of El Toro Road and the westerly side of Avenida de la Carlota of in the City of Laguna Hills (the "Property"); and

WHEREAS, on March 8, 2022 the City Council adopted Resolution No. PA2022-03- 08-2 approving land use entitlements for the Project delineated as Case No. USE-010- 2019, which consist of a Site Development Permit for new development, a Master Sign Program for various on-site signs, a Conditional Use Permit for a new health club facility, a Conditional Use Permit for a new hotel, a Conditional Use Permit to allow shared parking, a Vesting Tentative Tract Map, and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, the City has previously evaluated the Project's potential environmental impacts and, on March 8, 2022, adopted Resolution No. PA2022-03-08-1 making corresponding findings regarding the Project's compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164, and adopting a Fifth Addendum to the Laguna Hills General Plan Program Environmental Impact Report for the Project; and,

WHEREAS, on September 29, 2025, the City was in receipt of an application from the Owner requesting approvals of an Amended and Restated Development Agreement and for Major Modifications to the Village at Laguna Hills project in accordance with the provisions in the original Development Agreement with related land use entitlement amendments for the demolition and removal of the remaining portions of the Laguna Hills Mall structure and the construction of new retail, perimeter commercial pads, two hotels, multifamily housing, townhomes, duplexes,

single family detached homes, a communal open space (Village Park) and related amenities, (the "Project"); and

WHEREAS, on July 14, 2026, the City Council adopted Resolution No. PA2026-# approving land use entitlements for the Project delineated as Case No. USE-0239-2025, which consist of a Site Development Permit for new development; a Master Sign Program for various on-site signs; Conditional Use Permits for two new hotels; a Conditional Use Permit to allow seasonal and temporary uses at the Village Park; a Joint Use Parking Permit; an amended Vesting Tentative Tract Map to subdivide the property into 27 lots; and a Precise Plan for mixed use development of the site, along with conditions of approval with respect thereto; and

WHEREAS, on July 14, 2026, the City Council concurrently approved Ordinance No. 2026-# approving and adopting an amendment to the Urban Village Specific Plan in conjunction with land use entitlements for the Project delineated as Case No. USE-0239-2025, to allow single family detached residential uses by right, to allow a 6-foot building separation between single family detached residential buildings, and to exempt the Village at Laguna Hills Project Site from the City-wide Objective Design Standards;

WHEREAS, in connection with its consideration of the 2026 Project approvals, the City Council has considered the City's previously certified 2009 Laguna Hills General Plan Program Environmental Impact Report, the Fifth Addendum adopted for the Village at Laguna Hills Project in 2022, the 2026 Village at Laguna Hills Project CEQA Compliance Memorandum dated June 24, 2026, and the whole of the administrative record; and

WHEREAS, based on its consideration of those materials and the whole of the administrative record, the City Council has determined that no subsequent or supplemental environmental impact report is required for the 2026 Project pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15163, and that the Project remains within the scope of the environmental review previously completed for the Village at Laguna Hills Project; and

WHEREAS, the City Council serves as, and is, the Planning Agency of the City pursuant to Government Code Section 65100; and

WHEREAS, on June 24, 2026, as required by Government Code Section 65867, the City caused public notice to be given of the City Council's intention to consider adoption of the development agreement for the Project as provided in Government Code Sections 65090 and 65091 and Chapter 9-96 of the Laguna Hills Municipal Code, and on July 14, 2026, as required by Government Code Section 65867, the City Council held a public hearing on adoption of the development agreement, and introduction and first reading of this ordinance; and,

WHEREAS, on July 14, 2026, the City Council considered the adoption of this ordinance approving and authorizing the execution of the development agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The development agreement with the Owner for the Project attached hereto as Exhibit "A" is hereby APPROVED based on the following statement of findings:

A. The City Council finds that the amended and restated Development Agreement and the Project are consistent with the objectives, policies, general land uses, and programs specified in the Laguna Hills General Plan and the Urban Village Specific Plan, as amended, and implement an urban village identity that includes a variety of high quality public, regional commercial, recreational, and residential uses working in concert to create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas. The Project includes modifications to the Village at Laguna Hills Project approved in 2022 that will result in Development of the following on the Property:

   i. up to 163,215 square feet of space within Retail Buildings;
   ii. two new Hotel containing up to 239 rooms;
   iii. between 1,457 and 1,500 residential units as follows:
      a. Market Rate apartments: 901 residential units within three wrap buildings;
      b. Affordable apartments: 200 residential units within a podium building;
      c. Towns: 110 units in three-story, 3-4 bedrooms with two car garages;
      d. Split: 60 units in three-story, 2-4 bedrooms with one and two car garages
      e. Paseo (Single Family Detached): 78 units in three-story, 3-4 bedrooms with two car garages
      f. Duplex: 72 units in three-story, 2-4 bedrooms with one and two car garages
      g. Motor Court: 36 units in three-story, 2-4 bedrooms with one and two car garages
   iv. the construction of park and open space improvements within the Village Park; and
   v. the construction of associated public improvements, parking facilities, streets, pedestrian pathways, and other infrastructure.

B. The amended and restated development agreement and the Project are consistent and compatible with the densities and uses authorized for the Project site specified in the Laguna Hills General Plan, the Urban Village Specific Plan, and the Zoning and Development Code of the City.

C. The development agreement provides for the orderly development of the Project property. The development agreement identifies the different phases and timing

for construction of the Project and public improvements.

SECTION 2. The City Council finds that the above recitations are true and correct and constitute the findings of the City Council and Planning Agency in this case.

SECTION 3. The City Manager is hereby directed and authorized to take all necessary actions to implement this ordinance, including but not limited to, to execute the development agreement attached hereto as Exhibit "A" and other related documents, and to make minor clerical or non-substantive changes thereto.

SECTION 4. A fully executed copy of the amended and restated development agreement attached hereto as Exhibit “A” between the City and the Owner shall be filed and maintained in the office of the City Clerk.

SECTION 5. The City Clerk shall record a copy of the development agreement with the Orange County Clerk-Recorder within 10 days of the effective date of this ordinance, on or before August XX, 2026.

SECTION 6. This ordinance shall become effective 30 days after its adoption, on August XX, 2026.

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

SECTION 8. The City Clerk shall certify to the adoption of this ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this ordinance and a certified copy of the text of this ordinance shall be posted in the office of the City Clerk five days prior to the date of adoption of this ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this ordinance, together with the vote for and against the same, in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2026.

_____

DON CASKEY, MAYOR

ATTEST:

_____

JOSHUA STEVENSON, CITY CLERK

(STATE OF CALIFORNIA)
(COUNTY OF ORANGE) ss
(CITY OF LAGUNA HILLS)

I, Joshua Stevenson, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2026-# was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _ day of ___, 2026, and that thereafter, said ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the __ day of ___, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

_____

JOSHUA STEVENSON, CITY CLERK

The Village at Laguna Hills

Attachment 3, Exhibit A

Amended and Restated Development Agreement

for USE-0239-2025 Village at Laguna Hills Project

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Laguna Hills
c/o City Clerk
24035 El Toro Road
Laguna Hills, California 92653

(Space Above Line for Recorder's Use)
Exempt from Recorder's Fees Pursuant to
Government Code §§ 6103 and 27383

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Village at Laguna Hills Mixed Use Project)

BY AND BETWEEN

THE CITY OF LAGUNA HILLS, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California

AND

MGP FUND X LAGUNA HILLS, LLC, a Delaware limited liability company

THIS DEVELOPMENT AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF ITS EFFECTIVE DATE PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF LAGUNA HILLS
AND
MGP FUND X LAGUNA HILLS, LLC

This Amended and Restated Development Agreement ("Development Agreement") is made and entered into this _____ day of _____ 2026 ("Development Agreement Date"), by and between the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California ("City") and MGP FUND X Laguna Hills, LLC, a Delaware limited liability company ("Owner"), pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code (the "Development Agreement Statute").

RECITALS

This Development Agreement is predicated upon the following facts:

A. City is authorized, pursuant to California Government Code §§65864 through 65869.5 (the "Development Agreement Statute") and Chapter 9-84 of the Laguna Hills Municipal Code (the "Development Agreement Ordinance") to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property in order to, among other things: encourage and provide for the development of public facilities in order to support development projects; provide certainty in the approval of development projects in order to avoid the waste of resources and the escalation in project costs and to encourage investment in and commitment to comprehensive land use planning, which will make maximum efficient utilization of resources at the least economic cost to the public; provide assurance to the applicants of development projects: (i) that they may proceed with their projects in accordance with existing policies, rules and regulations, subject to the conditions of approval of such projects and provisions of such development agreements, and (ii) encourage private participation in comprehensive planning and reduce the private and public economic costs of development.

B. These Recitals refer to and utilize certain terms which are defined in this Development Agreement. The Parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

C. Owner represents that it owns in fee the approximately 68-acre former Laguna Hills Mall site (the "Property") located in the City of Laguna Hills within the Specific Plan area, and more particularly described in **Exhibit A** attached hereto.

D. City desires that the approximately 240-acre area bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east be developed in a manner consistent with the Village Commercial land use designation of the City's General Plan, which generally envisions the development of this area as a community core in which a variety of public, regional commercial, recreational, and high density residential uses work in concert to

create an "urban village" with enhanced pedestrian areas conveniently linking commercial, residential, and civic areas.

E. In order to carry out the goals and policies of the General Plan for the Village Commercial area, on November 26, 2002, the Laguna Hills City Council adopted the Urban Village Specific Plan (the "Specific Plan"), establishing a land use concept, plans for additional public open space and pedestrian pathways, design guidelines, and development standards for new developments in the Specific Plan area aimed at creating an urban village identity. The allowed development intensity in the Specific Plan area is determined based upon vehicle trip generation limits, rather than land use type or size, and the Specific Plan provides for flexibility in development options and the mixture of land uses, provided established anticipated aggregate vehicle trip limits generated by new development are not exceeded. The City implements this aspect of the Specific Plan through a vehicle trip budget debiting process pursuant to which additional peak hour vehicle trips generated by each new development or redevelopment project are subtracted from the current aggregate total additional peak hour vehicle trips available to accommodate future new development in the Specific Plan area (the "Specific Plan Area Trip Budget Allocation"). Pursuant to the Specific Plan, applicants for new development projects are authorized to develop to the maximum intensity of their plans, otherwise consistent with the Specific Plan, upon verification that the vehicle trip generation impacts created by the new development shall not exceed the remaining Specific Plan Area Trip Budget Allocation. In July 2009, the Laguna Hills City Council adopted a comprehensive update to the City's General Plan, which authorized increased development intensity, and a corresponding increased number of authorized aggregate additional vehicle trips to accommodate future development projects, within the Specific Plan area. In April 2011, the Laguna Hills City Council approved amendments to the Specific Plan in order to implement the General Plan update.

F. In March 2016, the City Council approved a Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan No. 2-15-3114 for the Property, which authorized redevelopment of the Laguna Hills Mall and the Property with a mixed-use retail and residential project, branded the Five Lagunas Project.

G. Owner subsequently submitted applications to modify the Five Lagunas Project and replace it with revised land use entitlements to permit redevelopment of the Property through the demolition and removal of the former Laguna Hills Mall structure and the construction on the Property of a new retail and entertainment core, commercial pads, office buildings, a hotel, multifamily housing, parking structures, a central communal open space and related amenities, (hereinafter referred to as the "2022 Project").

H. On March 8, 2022, the City Council adopted Resolution No. PA2022-03-08-2 approving land use entitlements for the 2022 Project, as set forth in Case No. USE-010-2019, which included a Site Development Permit, a Precise Plan, a Master Sign Program, a Vesting Tentative Tract Map, a Parking Use Permit, a Conditional Use Permit for a hotel, and a Conditional Use Permit for a health club, along with associated conditions of approval (collectively, and all as more particularly defined herein and as amended, the "2022 Approvals").

I. To further implement the Project, City and Owner subsequently entered into that certain Development Agreement between City and Owner, dated April 22, 2022, and recorded April 25, 2022, as Document No. 2022000155625 of the Official Records of Orange County (hereinafter, the "Original Agreement"), which was approved by City of Laguna Hills Ordinance No. 2022-1 on March 22, 2022.

J. Due to evolving market conditions, Owner now desires to modify the 2022 Project, which changes primarily include, but are not limited to, diversifying the residential mix with new attached for-sale units and single-family detached for-sale units alongside multifamily housing, incorporating a second hotel, and reducing the total square footage of the retail, while removing previously planned office space and parking structures.

L. Per the terms and conditions of the Original Agreement, Major Project Modifications require approval of the City Council.

M. On July 14, 2026, the City Council (sitting as the combined Planning Agency and City Council) adopted Resolution No. [_____] conditionally approving the modified entitlements for the 2026 Project, as set forth in Case No. [USE-###-2026], as well as adopting the requested amendment to the Specific Plan, for the 2026 Project (collectively, the "Development Approvals").

N. The City has evaluated the potential environmental impacts of the 2026 Project and, on July 14, 2026, adopted Resolution No. [_____] making corresponding findings regarding the 2026 Project's compliance with the California Environmental Quality Act pursuant to Public Resources Code Section 21166 and California Code of Regulations, Title 14, Sections 15162 and 15164.

O. The Parties now desire to enter into this Development Agreement to reflect the 2026 Project, including to ensure that Owner delivers equivalent or enhanced public benefits to the community compared to the terms of the Original Agreement.

P. City desires to accomplish the goals and objectives set forth in City's General Plan and the Specific Plan and finds that the 2026 Project will accomplish said goals and objectives. The City has determined that the 2026 Project is consistent with the General Plan, the Specific Plan and the Existing Land Use Regulations, as defined below.

Q. In accordance with the Specific Plan, a traffic impact analysis dated April 30, 2026 (the "Traffic Impact Analysis") was prepared by Linscott, Law & Greenspan, Engineers, which analyzes the potential traffic impacts of the 2026 Project, calculates the net change in peak hour vehicle trips that will be generated as a result of the 2026 Project, and demonstrates that there are sufficient remaining additional peak hour vehicle trips available in the current Specific Plan Area Trip Budget Allocation to accommodate the 2026 Project.

R. As consideration for the benefits gained by Owner from the vested rights acquired pursuant to the Development Agreement Statute and to conform with the requirements of the Specific Plan, City is requiring that Owner construct and install, as part of Development of the 2026 Project, certain public improvements and provide other public benefits.

S. In order to avoid any misunderstandings or disputes which may arise from time to time between Owner and City concerning the proposed Development of the 2026 Project and to assure each party of the intention of the other as to the processing of any land use entitlements which now or hereafter may be required for such development, the Parties believe it is desirable to set forth their intentions and understandings in this Development Agreement. In order for both City and Owner to achieve their respective objectives, it is imperative that each be as certain as possible that Owner will develop and that City will permit Owner to proceed with Development of the 2026 Project and public improvements and other public benefits as approved by City within the time periods provided in this Development Agreement, except as otherwise indicated herein.

T. The City caused public notice to be given of the City Council's intention to consider adoption of this Development Agreement for the 2026 Project as required by Section 65867 of the Development Agreement Statute.

U. The City Council held public hearings on the Development Agreement as required by Section 65867 of the Development Agreement Statute.

V. The City Council hereby finds and determines that this Development Agreement: (i) is consistent with the objectives, policies, general land uses, and programs contained City's General Plan and the Specific Plan, as amended concurrently herewith; (ii) is compatible with the uses authorized in the Village Commercial land use district; (iii) provides for the orderly development of the Property; and (iv) is entered into pursuant to and in compliance with the requirements of Section 65867 of the Development Agreement Statute.

W. In preparing and adopting the General Plan and in granting the Development Approvals and the amendment to the Specific Plan, City considered the health, safety and general welfare of the residents of City and prepared in this regard an extensive environmental impact report and other studies. Without limiting the generality of the foregoing, in preparing and adopting the General Plan and in granting the Development Approvals, the City Council carefully considered and determined the projected needs (taking into consideration the planned development of the 2026 Project and all other areas within the City) for water service, sewer service, storm drains, electrical facilities, traffic/circulation infrastructure, police and fire services, paramedic and similar improvements, facilities and services within the Specific Plan area, and the appropriateness of the density and intensity of the development comprising the Project and the needs of City and surrounding areas for other infrastructure.

X. On _____, 2026, the City Council adopted the Authorizing Ordinance approving and authorizing the execution of this Development Agreement.

Y. Upon the effective date of the Authorizing Ordinance, this Development Agreement shall supersede and replace the Original Agreement in its entirety, which shall thereafter be of no further force or effect and the rights and obligations of City and Owner with respect to the 2026 Project shall be governed exclusively by the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute, and pursuant to the Development Agreement Ordinance, and pursuant to the mutual promises and covenants herein contained, the Parties hereto agree as follows:

SECTION 1 DEFINITIONS

The following words and phrases are used as defined terms throughout this Development Agreement, and each defined term shall have the meaning set forth below.

1.1 2022 Project. The "2022 Project" is defined in Recital G.

1.2 2026 Project. The "2026 Project" means those certain improvements described in the Development Approvals, the Subsequent Development Approvals, and any Major Project Modifications. In general, the 2026 Project consists of the Development of the Property with a multi-phase, mixed-use project generally consisting of the Development of the following on the Property: (i) up to 163,215 square feet of retail space (including 140,120 square feet of New Retail); (ii) two Hotels containing between 225 to 240 rooms combined; (iii) 356 Attached For-Sale Residential Units; (iv) 90 Detached For-Sale Residential Units; (v) three Multifamily Buildings containing approximately 1,011 Residential Units (subject to the possible substitution of Attached for-Sale Residential Units described in Section 5.4.1(C)); (vi) construction and operation of the Affordable Senior Housing Project per the terms of the Affordable Senior Housing Covenant which shall include 200-250 Affordable Units; (vii) the construction of park and open space improvements within the Village Park; (viii) and the construction of associated pubic improvements, parking facilities, streets, pedestrian pathways, and other infrastructure subject to phasing of said improvements to align with a coordinated build-out plan. The approximate locations and/or building envelope of the Attached For-Sale Residential Units, Multifamily Buildings, Detached For-Sale Residential Units, Retail Buildings, Hotels, Village Park, and other improvements authorized by the Development Approvals are generally depicted on the Site Plan.

1.3 Affordable Housing Developer. "Affordable Housing Developer" means Meta Development Partners, LLC ("Meta") or any replacement affordable housing developer identified by Owner; provided that any such replacement affordable housing developer shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Meta shall be permitted to assign its rights to any tax credit partnership in which Meta Development, LLC (or a limited liability company in which Meta acts as the managing member) acts as a general partner without City approval.

1.4 Affordable Housing Laws. "Affordable Housing Laws" means all state, federal and local laws, rules, regulations and program requirements governing the financing, development, operation, marketing, occupancy and affordability of housing subject to income or age restrictions, including, without limitation, Internal Revenue Code Section 42, CDLAC regulations, TCAC regulations, HUD requirements, fair housing laws, and any requirements imposed by public lenders or governmental funding sources.

1.5 Affordable Housing PSA. "Affordable Housing PSA" means the purchase and sale agreement between Owner and the Affordable Housing Developer for the conveyance of the Affordable Senior Housing Lot, which agreement shall include a condition precedent to closing that requires the Affordable Housing Developer to secure financing for the development of the Affordable Senior Housing Project, and which, subsequent to closing, requires the Affordable Housing Developer to develop the Affordable Senior Housing Project consistent with **Exhibit F**. The terms and condition of the Affordable Housing PSA shall be subject to the terms of this Agreement.

1.6 Affordable Senior Housing Lot. "Affordable Senior Housing Lot" means the approximately 3.2-acre parcel generally depicted on the Site Plan attached hereto as "Lot 27 Affordable" which is to be used for the Affordable Senior Housing Project. Owner will deliver the Affordable Senior Housing Lot to an Affordable Housing Developer for the construction of the Affordable Senior Housing Project consistent with the requirements of Subsection 5.4.1(D).

1.7 Affordable Senior Housing Covenant. Means a restrictive covenant to be recorded against the Affordable Senior Housing Lot substantially in the form of **Exhibit F**.

1.8 Affordable Senior Housing Project. "Affordable Senior Housing Project" means the development and operation of between 200 and 250 Affordable Units on the Affordable Senior Housing Lot, which Affordable Units shall (i) be Restricted Income Units, (ii) have an average level of affordability, across the entire Affordable Senior Housing Project, of sixty percent (60%) of Area Median Gross Income, at least ten percent (10%) of which shall be affordable to Extremely Income Households, and (iii) be subject to the terms of the Affordable Housing Covenant.

1.9 Affordable Unit(s). "Affordable Unit(s)" means a unit or units of housing that is/are located within the Affordable Senior Housing Building and is/are affordable to Restricted Income Households, as those terms are defined herein.

1.10 Area Median Gross Income. "Area Median Gross Income" means the income for each Affordable Unit as determined consistent with Internal Revenue Code Section 42(g)(1)(B) as published by the California Tax Credit Allocation Committee at the time the Affordable Units are put in service.

1.11 Attached For-Sale Residential Units. "Attached For-Sale Residential Units" refers to each of the proposed units, which may include two-unit buildings (duplex units), within the areas shown as Lot 9 & 10 North Residential (see Section 1.68 and Section 5.4.1(C)), "Lot 11 Townhomes UA-Towns," "Lot 12 Townhomes UA-Towns," "Lot 13 Townhomes UA-Towns," "Lot 14 Townhomes UA-Split," "Lot 16 Duplex," and "Lot 18 Duplex," "Lot 20 Townhomes UA-MR2," and "Lot 21 Duplex," as shown on the Site Plan.

1.12 Authorizing Ordinance. The "Authorizing Ordinance" means Ordinance No. [_____] approving and authorizing this Development Agreement.

1.13 CEQA. "CEQA" means the California Environmental Quality Act, Public Resources Code Section 21000 et seq., and the regulations adopted pursuant thereto (Title 14 of

the California Code of Regulations, Section 15000 et seq.), as they may be amended from time to time.

1.14 Certificate(s) of Occupancy. "Certificate(s) of Occupancy" means certificate(s) of occupancy granted by the building department of the City in accordance with the Uniform Building Code.

1.15 Commence Construction, Commencement of Construction, Commenced Construction. "Commence Construction," Commencement of Construction," or "Commenced Construction" means:

1.15.1 With respect to the Phase One Required Improvements and both Hotels, Owner has delivered the required Evidence of Transactions and begun actual construction of vertical components of buildings in reliance upon a validly issued building permit.

1.15.2 With respect to Phase Two Required Improvements, Owner has begun actual construction of vertical components of buildings on each Pad in reliance upon validly issued building permits; provided, however, for any two (2), at Owner's election, of the four (4) retail pads shown as Pad 1, Pad 2, Pad 3, and Pad 4 on the Site Plan, the execution of a ground lease for such Pad and stubbing of utilities to the Pad shall satisfy the obligation to Commence Construction with respect to the two (2) pads so elected.

1.15.3 With respect to the Village Park, Owner has demolished the existing Nordstrom Rack building and has commenced the installation of Village Park improvements, which may include paving, landscaping, or any hardscape element, pursuant to the Development Approvals. Once the Owner has Commenced Construction of each of the Retail Buildings, the Hotels, and/or Village Park, the Owner shall Complete Construction, as hereinafter defined, with commercially reasonable diligence, but in no event later than the earlier to occur of (i) two (2) years after Commencement of Construction, and (ii) the fifth (5th) anniversary date of the Development Agreement Date.

1.16 Complete Construction, Completed Construction, or Completion of Construction. "Complete Construction," "Completed Construction," or "Completion of Construction" means:

1.16.1 With respect to Multifamily Buildings, Attached For-Sale Residential Units, Single-Family Detached For-Sale Residential Units, Retail Buildings, the Affordable Senior Housing Project, and any Hotel, Owner has (i) requested and is entitled to issuance of temporary or permanent Certificates(s) of Occupancy, and (ii) obtained written approval from the appropriate City officials for all Public Improvements required to be completed prior to issuance of the relevant Certificate(s) of Occupancy pursuant to the Development Approvals.

1.16.2 With respect to the Village Park, Owner has (i) installed all landscaping, irrigation, lighting, pedestrian pathways, water features, shade structures, seating, equipment, and/or other infrastructure; (ii) Completed Construction of the buildings on Pads 5, 6, 7, and 8 as shown on the Site Plan, subject to subsection 1.15.3 below; and (iii) Commenced Construction of Shops B and Shops C at the locations shown on the Site Plan (or alternative locations subject to Owner election under Section 5.4.1(C) hereof).

1.16.3 With respect to the buildings on Pads 5, 6, 7, and 8 as shown on the Site Plan, completion of a weather-tight building envelope consisting of the completed foundation, primary structural frame, and finished roof, delivered with utility services stubbed-out within the premises, but not including any interior HVAC distribution, electrical systems, plumbing fixtures, or other finishes.

1.17 City. "City" means the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

1.18 City Manager. "City Manager" means the City Manager of the City of Laguna Hills or his or her designee.

1.19 Community Benefit Fees. "Community Benefit Fees" are described in Section 10.5 of this Development Agreement. Because Community Benefit Fees are an obligation arising from this Development Agreement, they are not Development Fees and subject to the Mitigation Fee Act or the Quimby Act, and City may deposit such payments into the City's general fund and expend such funds for any lawful purpose.

1.20 Covenant Agreement. "Covenant Agreement" means the covenant agreement with the City as required by the Development Approvals relating to the ownership, operation, and maintenance of the Village Park and other open space.

1.21 Detached For-Sale Residential Unit. "Detached For-Sale Residential Unit" shall mean each of the units within the areas shown as "Lot 17 SFD UA-Paseo" and "Lot 19 SFD UA-Paseo" depicted on the Site Plan.

1.22 Develop, Developed, or Development. "Develop," "Developed," or "Development" means the improvement or renovation of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, without limitation: grading; the construction of infrastructure and public facilities related to the Project, whether located within or outside the Property; the construction of buildings, structures, and other facilities; the installation of landscaping; and the construction of other facilities and improvements necessary or appropriate for the Project. "Develop," "Developed," or "Development" does not mean the maintenance, repair or reconstruction of any building, structure, improvement, landscaping or facility after the Completion of Construction.

1.23 Development Agreement. "Development Agreement" means this Amended and Restated Development Agreement and any subsequent amendments to this Amended and Restated Development Agreement which have been made in compliance with the provisions of this Amended and Restated Development Agreement, the Development Agreement Statute, and the Development Agreement Ordinance.

1.24 Development Agreement Date. The "Development Agreement Date" means the effective date of the Authorizing Ordinance, which date is shown on page 1, paragraph 1 of this Development Agreement.

1.25 Development Agreement Ordinance. The "Development Agreement Ordinance" means Chapter 9-84 of the Laguna Hills Municipal Code.

1.26 Development Agreement Statute. The "Development Agreement Statute" means Sections 65864 through 65869.5 of the California Government Code as it exists on the Development Agreement Date.

1.27 Development Approvals. "Development Approvals" means those certain land use entitlements associated with Case No. USE-xxx-2026 approved for the Project by the City on July 14, 2026, and which include a Site Development Permit, a Precise Plan, a Master Sign Program, a Vesting Tentative Tract Map, a Parking Use Permit, and the amendments to the Specific Plan approved concurrently with this Development Agreement. To the extent any of the land use entitlements approved for the 2026 Project are further amended from time to time upon application by Owner, Development Approvals shall include such matters as so amended. If this Development Agreement is required by law to be amended in order for Development Approvals to include any such amendments, Development Approvals shall not include such amendments unless and until this Development Agreement is so amended.

1.28 Development Fees. "Development Fees" shall have the meaning ascribed in Section 10.1 herein, and as more specifically described in **Exhibit B** attached hereto.

1.29 Development Plan. "Development Plan" means this Development Agreement, the Development Approvals, and the Existing Land Use Regulations, as well as all Subsequent Development Approvals, and all Subsequent Land Use Regulations to which Owner has consented to in writing, which consent shall be in Owner's sole and absolute discretion. Depending on the context, "Development Plan" may also mean Development of the Project in accordance with the Development Plan.

1.30 Director. "Director" means the Community Development Director of the City of Laguna Hills.

1.31 Discretionary Action(s), Discretionary Approval(s), or Discretionary Permit(s). "Discretionary Action(s)", "Discretionary Approval(s)", or "Discretionary Permit(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Action, Ministerial Approval, or Ministerial Permit.

1.32 Evidence of Transaction. "Evidence of Transaction" means:

1.32.1 With respect to each of Anchor 1, Anchor 2, or Shops A, the recordation of a memorandum of Retail Lease in the Official Records of Orange County; provided, however, that for each of Anchor 1 and Anchor 2, such memorandum of Retail Lease must be executed with a Quality Tenant. The memorandum of Retail Lease shall identify the tenant, the delivery conditions with respect to improvements that are the subject matter of the Retail Lease, the brand under which the tenant will operate the business, and the term of the Retail Lease.

1.32.2 With respect to each of Hotel 1 or Hotel 2, the recordation of a memorandum of Hotel Purchase and Sale Agreement in the Official Records of Orange County, and the delivery to the City Attorney of a redacted copy of the franchise agreement for the respective Hotel reflecting the quality of the Hotel as Upscale, identification of the Hotel flag,

number of rooms, and terms for compliance with any Project condition of approval requiring that the hotel operator check guests out and back in before thirty (30) days accrue on any stay.

1.32.3 With respect to the Affordable Senior Housing Lot, the recordation of a grant deed in the Official Records of Orange County with respect to the lot shown on the Site Map as "Lot 27 Central Affordable," and the concurrent recordation of financing for the construction of the Affordable Housing Units pursuant to the Affordable Housing PSA, which Affordable PSA includes, at minimum, the following, and with the same evidenced in the recorded memorandum: (i) a condition precedent to closing that requires the Affordable Housing Developer to secure financing for the Affordable Senior Housing Project; (ii) Commencement of Construction within one (1) year of the date of closing; and (iii) the recordation of the Affordable Senior Housing Covenant.

1.33 Excusable Delay. "Excusable Delay" is defined in Section 22.1.

1.34 Excusable Delay re Hotel 1. "Excusable Delay re Hotel 1" means a delay in the Commencement of Construction of Hotel 1 which results from the failure of the market to support an Upscale hotel as demonstrated by an Updated Hotel Feasibility Study. For purposes of clarity, Excusable Delay re Hotel 1 is not applicable, under any circumstance, to Hotel 2, nor is it applicable in the event Hotel 1 cannot be constructed on Lot 24 due to actions of a third-party public agency. Owner shall demonstrate the existence of Excusable Delay re Hotel pursuant to those procedures described in Subsection 5.4.6. Notwithstanding anything herein to the contrary, "Excusable Delay," as described in Section 22.1, is not applicable to the Development of the Hotels.

1.35 Existing Land Use Regulations. "Existing Land Use Regulations" means all ordinances, laws, resolutions, codes, rules, regulations, moratoria, initiatives, policies, requirements, or guidelines of the City in effect on the Original Development Agreement Date, which govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to, the General Plan, the Zoning Code, the Specific Plan, Mitigation Monitoring Program, and all other ordinances of City establishing subdivision standards, park regulations, impact or Development Fees and building and improvement standards, except as expressly provided to the contrary in the Authorizing Ordinance. Existing Land Use Regulations do not include non-land use regulations, which include, without limitation, all City ordinances, resolutions, rules, regulations or official policies governing: business licenses issued by the City for the conduct of businesses, professions, and occupations; taxes and assessments; the control and abatement of nuisances; the granting of encroachment permits and the conveyance of rights and interests which provide for the use of the entry upon public property; and/or the exercise of the power of eminent domain.

1.36 Extremely Low Income Households. "Extremely Low Income Households" means a household earning not greater than thirty percent (30%) of Area Median Gross Income.

1.37 Final Map(s). "Final Map(s)" refers to one or more final maps which may be filed with respect to the Vesting Tentative Tract Map approved as part of the Project Approvals, as provided in Government Code Sections 66456 et. seq.

1.38 Five Lagunas Project. "Five Lagunas Project" means development of the Property in the manner authorized by the Five Lagunas Entitlements.

1.39 Five Lagunas Entitlements. "Five Lagunas Entitlements" mean that certain Site Development Permit, Master Sign Program, Conditional Use Permit, Parking Use Permit, Vesting Tentative Tract Map, and Precise Plan No. 2-15-3114 approved by the City on March 22, 2016, as amended, and all permits and approvals implementing the foregoing granted by the City.

1.40 General Plan. "General Plan" means the General Plan of the City.

1.41 Gross Rent. "Gross Rent" means all amounts paid by household for occupancy of an Affordable Unit determined consistent with Internal Revenue Code Section 42(g)(2).

1.42 Hotel 1. "Hotel 1" means the first of two Hotels to be developed on the Property. The approximate size and location of Hotel 1 is depicted on the Site Plan as "Hotel 1."

1.43 Hotel 2. "Hotel 2" means the second of two Hotels to be developed on the Property. The approximate size and location of Hotel 2 is depicted on the Site Plan as "Hotel 2."

1.44 Hotel / Hotels. "Hotel(s)" refers to Hotel 1 and/or Hotel 2, and means the hotel structure(s) and related use(s), associated parking facilities, and infrastructure authorized to be Developed pursuant to the Development Approvals. The Hotels shall collectively provide up to 240 hotel rooms, and no less than 225 hotel rooms. The Hotels shall meet or exceed the Upscale classification as defined herein, and no more than three percent (3%) of the total rooms combined for the two Hotels may be used for stays for periods of thirty (30) days or longer.

1.45 Hotel Feasibility Study. "Hotel Feasibility Study" means a study conducted by a "Qualified Hotel Consultant" determining whether or not the operation of an Upscale Hotel of approximately 100-150 rooms is supported by market data.

1.46 Hotel Purchase and Sale Agreement. "Hotel Purchase and Sale Agreement" means a purchase and sale agreement pursuant to which a Hotel is required to be constructed and operated.

1.47 HVS. "HVS" means HVS Consulting & Valuation, a division of TS Worldwide, LLC.

1.48 Litigation Delay. "Litigation Delay" means any period of excusable delay described in Subsection 22.1.1(D) of this Development Agreement.

1.49 Lot Line Adjustment. "Lot Line Adjustment" refers to the procedure described in Government Code Section 66412(d). Owner may pursue one or more Lot Line Adjustments to establish parcels for purposes of implementing the Project, along with corresponding certificates of compliance.

1.50 Major Project Modification(s). "Major Project Modification(s)" means any Discretionary Approval or Discretionary Permit requested by Owner that is approved, granted, or

issued after the Development Agreement Date, which would result in the authorization for any of the following: (i) the Development of more than 1,500 Units on the Property; (ii) the Development of fewer than two hundred (200) Affordable Units; (iii) the Development of fewer than 225 hotel rooms on the Property combined between the Hotels; (iv) the Development of less than 140,120 square feet of New Retail Space on the Property; and/or (v) the Development of a Village Park that is less than two and a half (2.5) acres in size. provided, however, that a minor change to the orientation, location, and/or building footprint of a structure within the boundaries of the same legal lot shall not be deemed to be a Major Project Modification. Notwithstanding anything herein to the contrary, Major Project Modifications may be granted, denied, or conditionally approved by the City acting in its sole and absolute discretion.

1.51 Milestones. "Milestones" means the outside dates by which specified obligations of Owner under this Development Agreement are required to have been performed, all as more specifically described in **Exhibit D** attached hereto.

1.52 Ministerial Action(s), Ministerial Approval(s), or Ministerial Permit(s). "Ministerial Action(s)", "Ministerial Approval(s)", and "Ministerial Permit(s)" means a permit approval or clearance in conformance with the Existing Land Use Regulations, including, without limitation, conformance maps for tentative maps, determinations of compliance with the Project conditions of approval of the Development Approvals, grading plans, improvement plans, buildings plans and specifications, and ministerial issuance of one or more Final Maps, zoning clearances, grading permits, improvement permits, wall permits, building permits, demolition permits, Lot Line Adjustments, encroachment permits, temporary use permits, and certificates of use and occupancy as necessary for completion of the Development of the Property in accordance with the Development Plan, as distinguished from an activity which is defined herein as a Discretionary Action, Discretionary Approval, or Discretionary Permit.

1.53 Mitigation Fee Act. "Mitigation Fee Act" shall mean California Government Code Section 66000 et. seq., as it may be amended from time to time.

1.54 Mitigation Monitoring Program. "Mitigation Monitoring Program" means those portions of the Mitigation Monitoring and Reporting Program adopted by the City Council on July 14, 2009, in conjunction with certification of the Program Environmental Impact Report prepared in connection with the 2009 Comprehensive Update of the City's General Plan ("PEIR") and as made applicable to the Five Lagunas Project.

1.55 Mortgage. "Mortgage" means a mortgage, deed of trust or sale and leaseback arrangement or other transaction in which the Property, or a portion thereof or an interest therein, is pledged as security.

1.56 Mortgagee. "Mortgagee" means the holder of the beneficial interest under a Mortgage, or the owner of the Property, or interest therein, under a Mortgage.

1.57 Multifamily Building. Shall mean each of the proposed buildings shown on the Site Plan as "Lot 23 Central Residential," "Lot 24 South Residential," and "Lot 9 & 10 North Residential."

1.58 New Retail or Retail. "New Retail" or "Retail" means new retail square footage, including restaurants, to be Developed on the Property, and which does not include the existing approximately 10,125 square foot building identified on the Site Plan as "(E) Restaurant" and the approximately 12,970 square foot building identified on the Site Plan as "(E) Restaurant."

1.59 Original Development Agreement Date. The "Original Development Agreement Date" means April 22, 2022.

1.60 Owner. "Owner" is MGP FUND X Laguna Hills, LLC and any person or entity with which or into which MGP FUND X Laguna Hills, LLC may merge, and any person or entity who may acquire substantially all of the assets of MGP FUND X Laguna Hills, LLC and any person or entity who receives any of the rights or obligations under this Development Agreement in accordance with the provisions of Section 21 (Assignment) of this Development Agreement. Notwithstanding anything herein to the contrary, neither the Affordable Housing Developer nor any owner of the Affordable Senior Housing Lot shall be deemed an Owner for purposes this Development Agreement except as to those obligations relating to development of the Affordable Senior Housing Project. It being the intent of the parties to allow the Development of the Affordable Housing Project to be developed independently of the obligations of the Owner with respect to the remainder of the Project, neither the Affordable Housing Developer nor the Affordable Senior Housing Lot shall be responsible for or subject to any obligation, fee, exaction, assessment, public benefit requirement, public improvement obligation, infrastructure obligation, Community Benefit Fee, Development Fee, CFD obligation, park obligation, public art obligation, or similar requirement arising from or attributable to any portion of the Project other than the Affordable Senior Housing Project; provided, however, that the foregoing shall not limit the obligation to develop and complete the Affordable Senior Housing Project or any infrastructure, improvements, fees, or obligations solely attributable to, required for, or serving the Affordable Senior Housing Project.

1.61 Owner's Public Art Obligation. "Owner's Public Art Obligation" shall have the meaning ascribed in Section 7.4 of this Development Agreement.

1.62 Pad(s). "Pad(s)" means one or more of the pads shown as Pad 1 through Pad 8, inclusive, proposed for retail uses, including restaurants.

1.63 Pad Lease. A "Pad Lease" means a lease agreement between Owner and Retail Lessor, pursuant to which there is an obligation to construct and operate a retail venture on the Pad.

1.64 Partial Assignment and Assumption Agreement. "Partial Assignment and Assumption Agreement" is defined in Section 21.1.

1.65 Parties; Party. "Parties" means the Owner and the City. A "Party" refers to either the Owner or the City.

1.66 Phase One. "Phase One" means the Development of the portions of the Project described in Subsection 5.4.1 of this Development Agreement.

1.67 Phase One Required Improvements. "Phase One Required Improvements" means: (i) "Anchor 1", "Anchor 2", and "Shops A", each as shown on the Site Plan; (ii) Hotel 1; and (iii) the Affordable Senior Housing Project; and (iv) Completion of Construction of all required streets, utilities and landscaping required to serve, or proximate to, the aforementioned improvements.

1.68 Phase One Elective Improvements. "Phase One Elective Improvements" means: all Residential Units located north of Health Center Drive, as shown on the Site Plan, including Owner's option to substitute up to sixty (60) Attached for-Sale Residential Units or Detached For-Sale Residential Units along with Shops B and Shops C as stand-alone retail buildings in the same general location and size as depicted on the Site Plan in lieu of the construction of the building identified on the Site Plan as Lot 9 & 10 North Residential as further described in Subsection 5.4.1(C). Any building(s) constructed on Lot 9 & 10 North Residential, whether a Multifamily Building or, upon Owner's election pursuant to Subsection 5.4.1(C), as Attached for-Sale Residential Units, must be a minimum height of three stories.

1.69 Phase Two. "Phase Two" means the Development of the portions of the Project described in Subsection 5.4.2 of this Development Agreement.

1.70 Phase Two Required Improvements. "Phase Two Required Improvements" means: (i) Village Park, (ii) the Pads, (iii) Shops B and Shops C, each as shown on the Site Plan, (iv) Hotel 2; and (v) Completion of Construction of all streets, utilities, and landscaping required to serve, or proximate to, the aforementioned improvements.

1.71 Phase Two Elective Improvements. "Phase Two Elective Improvements" means the Multifamily Building shown on "Lot 23 Central Residential," and "Lot 24 South Residential" or any other multi-family building that may be later proposed, and all Residential Units located south of Health Center Drive, as shown on the Site Plan. The foregoing does not include "Lot 9 & 10 North Residential" as shown on the Site Plan.

1.72 Project Trip Budget Allocation. "Project Trip Budget Allocation" means the total aggregate net change in AM and PM peak hour vehicle trips anticipated to be generated as a result of full development of the 2026 Project, as determined by the Traffic Impact Analysis and in accordance with Section 5.6. As set forth in the Traffic Impact Analysis, as of the Development Agreement Date, the 2026 Project is anticipated to generate 250 fewer total daily AM peak hour vehicle trips and 1,169 fewer total daily PM peak hour vehicle trips than the 2022 Project.

1.73 Property. The "Property" means the real property described and depicted in **Exhibit A**.

1.74 Public Art. "Public Art" has the meaning ascribed to this term in the "Public Art" provisions of Section V, at pages 39-40, of the Specific Plan. As specified in the Specific Plan, Public Art includes, but is not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources.

1.75 Qualified Hotel Consultant. "Qualified Hotel Consultant" means HVS or another hotel consultant, mutually agreed upon by the Parties, qualified to determine whether market conditions support the operation of an Upscale quality Hotel.

1.76 Quality Tenant. "Quality Tenant" means, with respect to Anchor 1 or Anchor 2, as applicable: (i) a grocery store chain of quality similar to Pavilions, Whole Foods Market, Sprouts Farmers Market, Bristol Farms, or Gelson's; or (ii) a retail chain of similar quality to Nordstrom Rack, HomeGoods, Saks OFF 5TH, or Bloomingdale's The Outlet Store.

1.77 Quimby Act. "Quimby Act" shall mean California Government Code Section 66477, as it may be amended from time to time.

1.78 Required Improvements. "Required Improvements" means the Phase One Required Improvements and the Phase Two Required Improvements.

1.79 Residential Building(s). "Residential Building(s)" means a Multifamily Building, an Attached For-Sale Residential Unit, or a Detached For-Sale Residential Unit, as applicable.

1.80 Residential Unit. "Residential Unit" means any separate residential domicile eligible for sale or lease on the Property, including a Detached For-Sale Residential Unit, any apartment or condominium unit located within a Multifamily Building, or any Attached For-Sale Residential Unit, and specifically excluding the Affordable Units.

1.81 Restricted Income Households. "Restricted Income Households" means a household for which Gross Rent is not more than a rate of 30% of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C) and applicable TCAC requirements.

1.82 Restricted Income Units. "Restricted Income Units" means Affordable Units that have an affordability level of not more than 70% of Area Median Income.

1.83 Retail Buildings. "Retail Buildings" means the commercial structures intended to house any commercial use permitted within the Specific Plan (see Table 1, Land Use Matrix), including conditionally permitted uses, authorized to be Developed pursuant to the Development Approvals. The approximate size and location of the Retail Buildings are depicted on the Site Plan as "Retail," "Shops," "Anchor," "Pad," "(E) Restaurant," and "(E) Building."

1.84 Retail Lease. "Retail Lease(s)" means a lease with a Quality Tenant which includes an obligation to Complete Construction of Anchor 1 or Anchor 2, as applicable, and operate the applicable improvements under the Retail Lessee brand.

1.85 Retail Lessee. "Retail Lessee" means any operator and lessee of a retail or restaurant establishment.

1.86 Senior(s). "Senior(s)" means an individual(s) that is(are) fifty-five (55) years of age or older.

1.87 Specific Plan. "Specific Plan" means the Urban Village Specific Plan approved by the City Council on November 26, 2002, as amended by the City Council in 2011 and concurrently with approval of this Development Agreement.

1.88 Site Plan. "Site Plan" refers to the drawing attached hereto as Exhibit C.

1.89 Specific Plan Area Trip Budget Allocation. "Specific Plan Area Trip Budget Allocation" means the then current number of remaining AM and PM peak hour vehicle trips available to accommodate future new development in the Specific Plan area as calculated by the City in accordance with the vehicle trip budget debiting process contemplated by the General Plan and the Specific Plan.

1.90 Subsequent Development Approvals. "Subsequent Development Approvals" means all Ministerial Actions, Ministerial Approvals, Ministerial Permits, Discretionary Actions, Discretionary Approvals, and Discretionary Permits, which do not constitute Major Project Modifications, that are approved, granted, or issued for the Project after the Development Agreement Date, which are required or permitted by the Existing Land Use Regulations, or by the Subsequent Land Use Regulations to which Owner has consented in writing (which consent shall be in Owner's sole and absolute discretion), the Development Approvals, and this Development Agreement. Subsequent Development Approvals include, without limitation: (i) one or more Lot Line Adjustments; (ii) Final Maps; (iii) grading, building and other similar permits necessary to implement the Development Approvals (including, but not limited to, permits for tenant improvement buildouts); (iv) design, landscaping, lighting, or similar plans expressly contemplated or required by the conditions of approval to the Development Approvals; (v) design approvals, site plans, site development permits, or similar Discretionary Approvals necessary for the Development of the Village Park, Retail Buildings, Hotels, Townhomes, Detached For-Sale Residential Units, Multifamily Buildings, and/or associated infrastructure and parking facilities in the locations authorized by the Development Approvals; (vi) conditional use permits; (vii) parking use permits; (viii) master sign programs; and (ix) amendments to the Development Approvals that do not constitute Major Project Modifications.

1.91 Subsequent Land Use Regulations. "Subsequent Land Use Regulations" means any change in or addition to the Existing Land Use Regulations adopted or becoming effective after the Development Agreement Date, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or any other board, agency, commission or department of City, or any officer or employee thereof, or by the electorate, as the case may be, or changes in state law, which would, absent this Development Agreement, otherwise be applicable to the Project.

1.92 Term. "Term" is defined in Section 2 of this Development Agreement.

1.93 Third Party Challenge. "Third Party Challenge" shall have the meaning ascribed in Subsection 22.1.1(D) of this Development Agreement.

1.94 Traffic Impact Analysis. "Traffic Impact Analysis" means the traffic impact analysis dated September 1, 2020, as updated on April 30, 2026, prepared by Linscott, Law & Greenspan, Engineers pursuant to the Specific Plan, which analyzes the anticipated traffic impacts of the Project and calculates the change in AM and PM peak hour vehicle trips that will be generated by the Project. Pursuant to the Traffic Impact Analysis, the estimated total AM and PM peak hour vehicle trips that will be generated by the Project are calculated utilizing the trip generation rates set forth in the 10th Edition of *Trip Generation*, published by the Institute of Transportation Engineers (ITE).

1.95 Twenty Year Period. "Twenty Year Period" means the period commencing on the Original Development Agreement Date and terminating on end of the day of the twentieth anniversary of the Development Agreement Date.

1.96 Uniform Codes. "Uniform Codes" means codes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by the City, if applicable City-wide.

1.97 Units. "Units" means Residential Units and Affordable Units.

1.98 Updated Hotel Feasibility Study. "Updated Hotel Feasibility Study" is defined in Subsection 5.4.6.

1.99 Upscale. "Upscale" means hotel brands classified as "Upscale," on the chain scale hotel classification list for North America published by Smith Travel Research as the then current version, or another similar list mutually acceptable to the City and the Owner. By way of example only, hotel brands currently listed as "Upscale" by Smith Travel Research include, but are not limited to, Courtyard by Marriott, Residence Inn, Radisson, and Doubletree.

1.100 Veteran(s). "Veteran(s)" means an individual(s) that is/are a United States armed forces veteran(s).

1.101 Village Park. "Village Park" means a publicly accessible, privately-owned park, inclusive of communal open space improvements and related pathways, features, equipment, and infrastructure authorized and required to be Developed by the Development Approvals. The approximate location of the Village Park is depicted on the Site Plan. The Village Park shall include, among other amenities, an iconic statement piece subject to the approval of the Community Development Director.

1.102 Zoning Code. "Zoning Code" refers to Title 9 of the Laguna Hills Municipal Code.

SECTION 2 TERM

2.1 Duration of Term. The term ("Term") of this Development Agreement shall be that period of time during which this Development Agreement shall be in effect and bind the Parties hereto. The Term shall commence on the Development Agreement Date and shall extend

for an initial period of fifteen (15) years thereafter, terminating at the end of the day on the fifteenth (15th) anniversary of the Development Agreement Date, subject to the mandatory extension provisions of Section 2.2, the termination provisions of Sections 2.3, 2.4, and 10.6, the mutual cancellation provisions of Section 17, the periodic review provisions of Section 18, the Default provisions of Section 19, and the excusable delay tolling provisions of Section 22.1, respectively, of this Development Agreement.

2.2 Extension of Term. The Term of this Development Agreement shall be automatically extended an additional five (5) years if, and only if, prior to expiration of the initial Term, as defined in Section 2.1, Owner has Completed Construction of all required portions of Phase Two Required Improvements. Notwithstanding the foregoing, the Parties may mutually agree to extend the Term of the Development Agreement, regardless of whether the mandatory extension provisions of this Section 2.2 are applicable.

2.3 Termination Due to Judicial Order. Subject to Section 22.3, this Development Agreement shall terminate and be of no further force and effect upon the occurrence of the entry of a final judgment or issuance of a final order, after all appeals have been exhausted, directed to City as a result of any lawsuit filed against City to set aside, withdraw or abrogate the approval of the City Council of this Development Agreement.

2.4 Automatic Termination upon Completion of 2026 Project. If not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement shall automatically terminate and be of no further force and effect upon Completion of Construction of the 2026 Project pursuant to the terms of this Development Agreement and any further amendments thereto and the issuance of all occupancy permits and acceptance by City of all dedications and improvements as required by the Development of the 2026 Project.

2.5 Effect of Expiration of Term Prior to Completion of 2026 Project. Except as otherwise expressly provided in Section 5 or any other provision of this Development Agreement, if not already terminated by reason of any other provision in this Development Agreement, or for any other reason, this Development Agreement and the life of all Development Approvals, Subsequent Development Approvals, and Major Project Modifications shall automatically terminate and be of no further force and effect upon expiration of the Term, regardless of whether the 2026 Project has been completed, and Owner's rights to proceed with Development of the 2026 Project pursuant to this Development Agreement shall also automatically terminate and be of no further force and effect. This Section 2.5 shall not be construed to automatically terminate (i) Owner's right, pursuant to Section 5 of this Development Agreement, to Complete Construction of structures it has Commenced Construction of prior to expiration of the Term, or (ii) Owner's rights under applicable law to continue to use any structure or portion of the 2026 Project that Owner Completes Construction of pursuant to this Development Agreement.

SECTION 3 BINDING COVENANTS

The provisions of this Development Agreement, to the extent permitted by law, shall constitute covenants which shall run with the Property for the benefit thereof, and the benefits

and burdens of this Development Agreement shall bind and inure to the benefit of the Parties and all successors in interest to the Parties hereto.

SECTION 4 EFFECT OF AGREEMENT

As a material part of the consideration of this Development Agreement, unless otherwise provided in the Development Approvals or in this Development Agreement, the Parties agree that the Existing Land Use Regulations shall be applicable to Development of the Project. In connection with all Subsequent Development Approvals that are Discretionary Actions, Discretionary Approvals, or Discretionary Permits, which City takes or has the right to take under this Development Agreement relating to the Project, including any review, approval, renewal, conditional approval or denial, City shall exercise its discretion or take action in a manner which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement) and such other standards, terms and conditions expressly contained in this Development Agreement. City shall accept and timely process, in the normal manner for processing such matters as may then be applicable, all applications for Subsequent Development Approvals requested by Owner with respect to the Project called for or required under this Development Agreement.

SECTION 5 DEVELOPMENT OF PROJECT

5.1 Rights to Develop; Owner Applications for Limited Density Increase.

5.1.1 Rights to Develop. Subject to and during the Term of this Development Agreement, including Section 10 (Fees), Section 12 (Future Approvals) and Section 16 (Reserved Authority), Owner shall have a vested right to Develop the 2026 Project in accordance with, and to the extent of, the Development Plan. No Subsequent Land Use Regulation shall apply to Development of the 2026 Project, or shall delay, hinder, or impede the purpose or the effect of this vested right or apply to Development of the 2026 Project, except as specifically permitted by this Development Agreement or agreed to in writing by Owner. Subject to Section 12.1, the 2026 Project shall remain subject to all Subsequent Development Approvals required to complete the 2026 Project as contemplated by the Development Plan. Except as otherwise provided herein, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be those set forth in the Development Plan. Notwithstanding the foregoing, while this Development Agreement is in effect, Owner waives any right Owner may have to a density bonus under Government Code Section 65915 through 65918 or the Zoning Code, as they may be amended from time to time. Densities vested hereunder include all densities available as density bonuses under the Zoning Code and Government Code Section 65915 through 65918. In addition, while this Development Agreement is in effect, Owner waives any right Owner may have to approval by the City of any Major Project Modification under California law or the Zoning Code and agrees that the City shall have sole and absolute discretion in determining whether to approve, conditionally approve, or deny any Major Project Modification requested by Owner.

5.1.2 Owner Applications for Limited Density Increases. During the Term of this Agreement Owner may submit one or more applications to the Director to modify buildings

shown on the Site Plan for the purpose of adding additional Residential Units provided that the total number of Units in the Project overall does not exceed 1,500. The Director will review any such application in his or her discretion and may approve the application administratively, which approval may include waiver of any development standard to accommodate the replanned Residential Units, provided that proposed modifications to the Site Plan do not result in: (i) any reductions in required parking; (ii) alterations of streets depicted in the Development Approvals; (iii) reductions in open space or (iv) increases in maximum build height as prescribed in the Specific Plan. Modifications to the Site Plan approved pursuant to this Section 5.1.2 shall not be deemed Major Project Modifications for purposes of this Agreement.

5.2 Vesting of Rights of Developer. The City agrees that the right to Develop the 2026 Project consistent with the Development Plan is vested in Owner by this Development Agreement. Owner's right to develop the 2026 Project consistent with the Development Plan shall be vested in accordance with this Development Agreement and the Development Agreement Statute. Notwithstanding the foregoing, Owner shall have no vested right to Develop the 2026 Project in accordance with any Major Project Modification until and unless such Major Project Modification is approved by the City, in its sole and absolute discretion, and is expressly incorporated into the Development Plan.

5.3 Effect of Development Agreement on Land Use Regulations. Except as otherwise provided in the Development Approvals or under the terms of this Development Agreement, the only rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to Development of the 2026 Project, shall be those set forth in the Existing Land Use Regulations and the Subsequent Land Use Regulations to which Owner has consented in writing in Owner's sole and absolute discretion, subject to the terms of this Development Agreement.

5.4 Timing of Development. For purposes of this Development Agreement, the components of the Project required or authorized to be Developed within specified time periods are described by reference to "Phase One" and "Phase Two." Owner expressly understands and agrees that its commitment to satisfy the Milestones and to Commence and Complete Construction of the Phase One Required Improvements and Phase Two Required Improvements pursuant to this Section 5.4 is a material inducement to City's approval of this Development Agreement.

5.4.1 Phase One. Except as otherwise expressly provided herein, Owner shall be subject to the following provisions pertaining to the scope and timing of Development of Phase One.

(A) Commencement of Phase One Required Improvements. Except as otherwise expressly provided herein, Owner shall have Commenced Construction of the Phase One Required Improvements on or before the date that is four (4) years from the Development Agreement Date (**Exhibit D**, Milestone Six).

(B) Commencement of Phase One Elective Improvements. Provided that Owner is not in Default or Breach and is otherwise in compliance with this Development

Agreement, and upon (i) the Commencement of Construction of the Phase One Required Improvements and (ii) Owner's execution of an Affordable Housing PSA with the Affordable Housing Developer, Owner shall be entitled to Commence Construction of any of the Phase One Elective Improvements.

(C) Substitution for Lot 9 & 10 North Residential. At Owner's election, and as part of the Phase Two Elective Improvements, Owner may submit to City applications to modify the Development Approvals to substitute up to sixty Attached For-Sale Residential Units or Detached For-Sale Residential Units in lieu of the construction of the building identified on the Site Plan as Lot 9 & 10 North Residential, provided that the buildings are not less than three (3) stories. Such a modification shall not be deemed a Major Project Modification as described in Section 1.5 provided that if Owner proposes to remove Shops B or Shops C (as shown on the Site Plan), Owner's revised site plan shall provide for an equivalent amount of New Retail fronting on Village Drive. The Community Development Director shall review corresponding modifications to the Site Development Permit and Precise Plan and approve the same administratively provided that: (i) the amendments are consistent with this Subsection 5.4.1(C); (ii) amendments do not require preparation of a subsequent or supplemental environmental impact report pursuant to CEQA; and (iii) associated traffic and parking analyses demonstrate that the Project as modified will maintain consistency with the Specific Plan Trip Budget Allocation and relevant Zoning Code parking ratios, as applicable.

(D) Completion of Phase One Required Improvements. Except as otherwise expressly provided herein, Owner shall have Completed Construction of the Phase One Required Improvements by the earlier of (i) two (2) years following Commencement of Construction, or (ii) on or before the date that is five (5) years from the Development Agreement Date (**Exhibit D**, Milestone Seven); provided, however, that with respect to the Affordable Housing Project, Owner shall Complete Construction of the Affordable Housing Project within three (3) years following Commencement of Construction of the Affordable Housing Project, regardless of when construction of other Phase One Required Improvements commenced. In addition, the five (5)-year outside deadline shall not apply to the Affordable Housing Project if Commencement of Construction of the Affordable Housing Project has occurred on or before such deadline and Owner thereafter diligently prosecutes construction to completion, with no reasonable basis to conclude that the Affordable Housing Project will not achieve Completion of Construction within such three (3)-year period.

5.4.2 Phase Two. Except as otherwise expressly provided herein, Owner shall be subject to the following provisions pertaining to the scope and timing of Development of Phase Two.

(A) Commencement of Phase Two Required Improvements. Owner shall be entitled to Commence Construction of the Phase Two Required Improvements at any time during the Term.

(B) Commencement of Phase Two Elective Improvements. Provided that Owner is not in Default or Breach and is otherwise in compliance with this Development Agreement, and upon Commencement of Construction of: (i) the Phase Two Required Improvements; (ii) both Hotels; and (iii) the Affordable Senior Housing Project, Owner shall be

entitled to Commence Construction of any of the Phase Two Elective Improvements; provided, however, that Owner shall Commence Construction of Lot 9 & 10 North Residential, whether Developed as a Multifamily Building or as Attached For-Sale Residential Units upon Owner's election pursuant to Subsection 5.4.1(D), prior to the Commencement of Construction of the Multifamily Building Lot 24 South Residential if Owner elects to Develop any of the foregoing. If at the time Pad 4 retail is otherwise required to be delivered to enable Commencement of Phase Two Elective Improvements there is a condemnation proceeding initiated (as evidenced by the agency making a good-faith offer to purchase the property) that includes all or part of Pad 4, Phase Two Elective Improvements may proceed notwithstanding that Pad 4 improvements have not Commenced provided that Owner is using commercially reasonable best efforts to relocate the Pad 4 retail square footage pursuant to Section 12.4.

5.4.3 Right and Obligation to Complete Development. Owner shall have the right and obligation to Complete Construction of the Senior Affordable Housing Project until the Senior Affordable Housing Lot is conveyed to the Housing Developer, at which time the Affordable Housing Developer shall be responsible for Completion of Construction of the Senior Affordable Housing Project, and of each Hotel, Retail Building, Multifamily Building, Attached For-Sale Residential Units, or Detached For-Sale Residential Unit has Commenced Construction of prior to expiration of the Term pursuant to this Section 5.4.3 provided Owner continues to diligently Develop such Hotel, Retail Building, Multifamily Building, Attached For-Sale Residential Units, or Detached For-Sale Residential Units to completion and no applicable Ministerial Approvals or Ministerial Permits for such use, structure, or building are revoked or expire.

5.4.4 Owner's Discretion in Timing of Development. The Parties acknowledge that Owner cannot at this time predict when or the precise rate at which the Property shall be developed. Such decisions depend upon numerous factors which are not within the control of Owner, such as market orientation and demand and other similar factors. The California Supreme Court held in *Pardee Construction v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a latter-enacted initiative restricting the timing of development to prevail over such parties' agreement. It is the Parties' intent to cure that deficiency by expressly addressing the timing of Development. Except as expressly set forth in the Development Plan, including, without limitation, this Development Agreement and, in particular, the development obligations as to Phase One Required Improvements as conditions precedent to the Development of Phase One Elective Improvements and the development obligations as to Phase Two Required Improvements as conditions precedent to Development of Phase Two Elective Improvements as set forth in Section 5.4, regardless of any future enactment, whether by initiative or otherwise, Owner shall have the vested right to Develop the various components of the Project in such order, at such rate, and at such times as Owner deems appropriate within the exercise of its subjective business judgment.

5.4.5 Owner's Obligation to Keep City Informed of Development Status. In addition to Owner's obligation to submit information to the City pursuant to Section 18.2 of this Development Agreement, within thirty (30) days of receipt of written request of the City, Owner shall: (i) inform the City in writing regarding the status of, anticipated timeframe for, and actual or potential constraints to Development of the various components of the 2026 Project; (ii)

inform the City in writing regarding Owner's actual or intended efforts to reach an agreement with hotel operators for the development and operation of the Hotels and (iii) afford the City the opportunity to provide input to the Owner regarding the foregoing.

5.4.6 Construction of Hotels; Excusable Delay re Hotel. Notwithstanding anything herein to the contrary, Commencement of Construction of Hotel 1 shall occur prior to the Commencement of Construction of the Phase One Elective Improvements as set forth in Subsection 5.4.1(B); provided, however, that during any period in which an Excusable Delay re Hotel is established, Owner shall be permitted to Commence Construction of the Phase One Elective Improvements notwithstanding that Commencement of Construction of Hotel 1 has not yet occurred, provided all other conditions precedent to the Commencement of Phase One Elective Improvements have been satisfied. To demonstrate Excusable Delay re Hotel, Owner must provide City with a Hotel Feasibility Study prepared by a Qualified Hotel Consultant which determines that Hotel 1 is not feasible due to market conditions as of the date for which Owner claims Excusable Delay re Hotel ("Updated Hotel Feasibility Study"). Upon receipt of the Updated Hotel Feasibility Study, City shall engage an independent Qualified Hotel Consultant to evaluate the Updated Hotel Feasibility Study and to provide an additional opinion on feasibility. If the City's Qualified Hotel Consultant disagrees with the conclusions of the Updated Hotel Feasibility Study and determines that Hotel 1 is feasible, Owner and City will seek the opinion of a third Qualified Hotel Consultant, and Owner will be entitled to claim Excusable Delay re Hotel only if at least two out of the three Qualified Hotel Consultants determine that Hotel 1 is infeasible. In order for Owner to be entitled to continue to claim Excusable Delay re Hotel, the process described above for demonstrating the existence of Excusable Delay re Hotel shall be repeated at least once every eighteen (18) months following Owner's initial invocation of Excusable Delay re Hotel until either Commencement of Construction of Hotel 1 or termination of this Development Agreement. Excusable Delay re Hotel shall end, and Owner's obligation to Commence Construction of Hotel 1 shall recommence immediately, if (i) Owner fails to submit an Updated Hotel Feasibility Study within eighteen (18) months of the date of the immediately previous determination that Hotel 1 is infeasible, (ii) an Updated Hotel Feasibility Study concludes that Hotel 1 is feasible, or (iii) at least two out of the three Qualified Hotel Consultants do not determine that Hotel 1 is infeasible. Excusable Delay re Hotel shall not excuse Owner from its obligation to timely pay Community Benefit Fees described in Subsection 10.5.2.

5.5 Tentative Subdivision Map and Other Entitlement Extensions. In accordance with California Government Code Sections 65863.9 and 66452.6, the life of all tentative subdivision maps or tentative parcel maps, whether vesting or not, or any other Development Approvals, Subsequent Development Approvals, or Major Project Modifications, except for grading and building permits and certificates of occupancy, which may be approved by the City in connection with Development of the 2026 Project, is hereby extended to be coterminous with the Term of this Development Agreement. The Parties also agree that up to six (6) phased Final Maps may be processed and recorded. All tentative maps prepared for the 2026 Project shall comply with the provisions of Government Code Section 66473.7 to the extent applicable hereto.

5.6 Project Trip Budget Allocation. During the Term of this Development Agreement, the City shall adjust the number of A.M. and P.M. peak hour vehicle trips in the Specific Plan Area Trip Budget Allocation that are available for other future new development in the Specific Plan area in an amount equal to the Project Trip Budget Allocation. During the

Term of this Development Agreement, the Project Trip Budget Allocation shall be automatically adjusted without the need to amend this Development Agreement, to account for future changes in the trip generation rates published in future editions of the ITE's Trip Generation Manual. Prior to issuance or approval of any permits or land use entitlements for the expansion or intensification of existing uses or the construction of new development in the Specific Plan area that would necessitate adjustment to the Specific Plan Area Trip Budget Allocation, the City Manager shall review the trip generation rates published in the then latest edition of the ITE's Trip Generation Manual and determine whether the Project Trip Budget Allocation should be automatically adjusted in accordance therewith. If the City Manager determines, in his or her reasonable discretion, that the Project Trip Budget Allocation should be automatically adjusted due to changes in the published trip generation rates, City shall make corresponding adjustments to the number of A.M. and P.M. peak hour vehicle trips in the Specific Plan Area Trip Budget Allocation available for other future new development in the Specific Plan area.

The purpose of this Section 5.6 is to ensure that sufficient peak hour vehicle trips remain in the Specific Plan Area Trip Budget Allocation during the Term of this Development Agreement to accommodate Development of the 2026 Project at the densities and intensities authorized by the Development Plan. The Parties expressly acknowledge and agree that this Section 5.6 and this Development Agreement shall not be interpreted to give Owner a vested right to a specific number of peak hour vehicle trips from the Specific Plan Area Trip Budget Allocation for the purpose of either expanding or limiting Owner's vested rights to Develop the 2026 Project at the densities and intensities authorized by the Development Plan in the event that the published trip generation rates in the ITE Trip Generation Manual change. The Parties further expressly acknowledge and agree that no adjustment to the Project Trip Budget Allocation by the City for any reason whatsoever after the Development Agreement Date (including, but not limited to, changes to applicable ITE trip generation rates, changes to surrounding projects' trip budget allocations, or other changed circumstances) shall operate to impede Developer's vested right to develop the 2026 Project, including but not limited to the full range of uses and intensities specified in the Development Approvals.

SECTION 6 ENFORCEMENT

Unless this Development Agreement is terminated or cancelled pursuant to the provisions of this Development Agreement, this Development Agreement or any amendment hereto, shall be enforceable by any Party hereto notwithstanding any change hereafter in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance or building ordinance adopted by City which alters or amends the rules, regulations or policies of Development of the Project as provided in this Development Agreement pursuant to Section 65865.4 of the Development Agreement Statute; provided, however, that the limitations of this Section shall not apply to changes mandated by State or Federal laws or other permissible changes or new regulations as more particularly set forth in Section 16 of this Development Agreement.

SECTION 7 PUBLIC BENEFITS

7.1 Payment of Community Benefit Fees. As material consideration for City's entering into this Development Agreement, Owner shall pay City nonrefundable Community Benefit Fees in accordance with Section 10.5 of this Development Agreement. Because

Community Benefit Fees are an obligation arising from this Development Agreement, they are not subject to the Mitigation Fee Act or the Quimby Act.

7.2 Affordable Housing. Owner recognizes City's obligations under State law to facilitate the development of housing at various levels of affordability and the policy of the City stated in the General Plan Housing Element to coordinate with the private sector in the development of affordable housing. As material consideration for City's entering into this Development Agreement, Owner agrees to coordinate with the City in the provision of affordable housing by executing the Affordable Housing PSA and complying with Owner's obligations thereunder, and by recording a covenant against the Affordable Senior Housing Lot substantially similar to the Affordable Senior Housing Covenant (**Exhibit F)** concurrent with the close of escrow for the Affordable Housing PSA. Notwithstanding anything to the contrary herein, the Affordable Senior Housing Covenant shall be subject to such modifications as may be reasonably required by Affordable Housing Developer's tax credit investor, construction lender, permanent lender, bond issuer, HCD, CDLAC, TCAC, HUD, or other governmental funding source, provided such modifications do not reduce the minimum affordability obligations required by this Agreement. Upon conveyance of the Affordable Senior Housing Lot to Affordable Housing Developer and Commencement of Construction of the Affordable Senior Housing Project, the Affordable Senior Housing Lot shall be released from all obligations under this Development Agreement other than those expressly applicable to the Affordable Senior Housing Project.

This Agreement and the Affordable Senior Housing Covenant require construction of the Affordable Senior Housing Project on the Affordable Senior Housing Lot for use as affordable age-restricted housing for seniors. The Affordable Senior Housing Project will be constructed and serviced by utility stubs sufficient to accommodate at least two hundred 200 Affordable Units consistent with and subject to compliance with Affordable Housing Laws, including, but not limited to, the requirement to record necessary covenants against the affected real property. The Affordable Senior Housing Covenant also requires that one hundred percent (100%) of the Affordable Units be marketed, leased, and operated as age-restricted housing for Seniors as an Affordable Senior Housing Project, subject to compliance with applicable law. The Affordable Senior Housing Covenant may also include additional preferences for Veterans, including Veterans of the City adopted 3rd Battalion, 5th Marines, and households that live or work within the City, in each case solely to the extent permitted by applicable fair housing laws, TCAC requirements, CDLAC requirements, HCD requirements, HUD requirements, and the requirements of any other applicable funding source, including applicable fair housing laws, TCAC requirements, CDLAC requirements, HCD requirements, and any requirements of Affordable Housing Developer's lenders, investors, or governmental funding sources.

Owner represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the requirements and restrictions set forth in the Affordable Senior Housing Covenant, and Owner covenants that it shall not enter into any agreement that is inconsistent with such requirements and restrictions without the express written consent of the City. The provisions of the Affordable Senior Housing Covenant shall be senior, non-subordinate covenants and an encumbrance running with the land for the full Term of this Agreement. In no event shall the provisions of the Affordable Senior Housing Covenant be made junior or subordinate to any deed of trust or other documents providing financing for

Development or operation of the 2026 Project, or any lien or encumbrance whatsoever for the entire Term of this Development Agreement. Nor shall the provisions of the Affordable Senior Housing Covenant be made junior or subordinate to any extension, amendment, or modification of any lien recorded against the Property prior to the Development Agreement Date.

Notwithstanding anything herein to the contrary, the Affordable Housing Developer is not a party to this Development Agreement and shall not be deemed to have assumed or be responsible for any obligations imposed upon Owner under this Development Agreement except as expressly set forth in the Affordable Senior Housing Covenant or a separate written agreement executed by the Affordable Housing Developer.

7.3 Provision of the Village Park Improvements. In accordance with the Development Plan, Owner shall Complete Construction of the Village Park in Phase Two of the 2026 Project pursuant to Subsection 5.4.2 of this Development Agreement. Although the Village Park will be available for public access and will be publicly accessible, the Village Park shall be privately owned, operated, and maintained by Owner. The Covenant Agreement shall contain a provision requiring the Village Park to be accessible and usable by the public, subject to reasonable limitations on public access to address, among other things, public safety, the security of users of the Village Park, reasonable late-night and after-hours restrictions, noise levels or occasional private events which provision shall be made enforceable by the City.

7.4 Provision of Public Art and Payment of Public Art In-Lieu Fees. Owner shall furnish Public Art in connection with the 2026 Project, and/or pay a Public Art In-lieu Fee, pursuant to the terms of this Development Agreement ("Owner's Public Art Obligation"). Pursuant to the Specific Plan, the minimum aggregate value of Owner's Public Art Obligation shall be one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project, which shall be based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of the 2026 Project. The Parties agree that (a) Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation shall be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of this Development Agreement, and (b) that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the provision of actual Public Art on the Property by Owner, as approved by the City, and may not be satisfied through contribution to the City's Public Art In-Lieu Fund. Allowable expenses, construction and material standards, and general location restrictions for all Public Art shall be as set forth in the "Public Art" provisions of Section V, and pages 39-40, of the Specific Plan. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The procedures, timing, and requirements for preparation, submittal, review, and approval of plans and specifications for all Public Art shall be as specified in **Exhibit H** attached hereto.

7.5 Provision of Public Improvements. Owner shall pay for and/or construct and install, and where required, maintain, the public improvements required by the Development Approvals, the Existing Land Use Regulations, this Development Agreement, and the Specific Plan to support the 2026 Project as specified in the Development Approvals.

7.6 Provision of Private Infrastructure Improvements On and Within the Property. To the extent required by, and in accordance with timing and phasing conditions of, the Development Approvals, Subsequent Development Approvals, and Major Project Modifications (including, but not limited to the District Sequencing Plan reflected in the conditions of approval to the Development Approvals), Owner shall complete construction and installation of all private infrastructure improvements on or within the Property, including, but not limited to the following: streets; sidewalks and pedestrian walkways; bicycle lanes and pathways; private bus access improvements; street furniture; pet waste stations; parking improvements; lighting; landscaping; directional signage; entry monuments and features; storm drain lines; debris gates and full capture trash screens for all private catch basin inlets; low impact development, hydromodification, and other structural BMPs described in the approved Water Quality Management Plan for the 2026 Project; infrastructure improvements that create coordinated and compatible linkages between the Property and the adjacent Oakbrook Village Shopping Center, including, but not limited to, bicycle and pedestrian connections at the existing vehicular connection between the two properties and a pedestrian walkway that connects the Oakbrook Village property with the Laguna Hills Transportation Center; and other private infrastructure improvements required by the Development Approvals and/or any Subsequent Development Approvals or Major Project Modifications. Although certain private streets, sidewalks, bus stops, street furniture, pedestrian pathways, bicycle lanes and pathways, parking areas, and other developed portions of the Property will be available for public access and will be publicly accessible, all such areas of the Property shall be privately owned, operated, and maintained by Owner. The Covenant Agreement shall contain a provision expressly making the areas described in the previous sentence available for public access, subject to reasonable limitations to public access to address, among other things, public safety, the security of users of the area, reasonable late night and after-hours restrictions, noise levels, or occasional private events, which provision shall be expressly made enforceable by the City.

SECTION 8 PUBLIC IMPROVEMENTS AND SERVICES

8.1 Public Improvements Required to Support the 2026 Project. As material consideration for City's entering into this Development Agreement, Owner shall pay for and/or undertake the construction and installation of, public improvements required by the Development Approvals, the Existing Land Use Regulations, this Development Agreement, and the Specific Plan to support the 2026 Project as specified in **Exhibit E**. **Exhibit E** constitutes a complete list of all required public improvements for the 2026 Project, unless the 2026 Project is modified, requiring the modification of **Exhibit E**.

8.2 Cooperation by City and Owner for Public Improvements. The required public improvements shall be designed and constructed in phases as required to service the 2026 Project or as otherwise required by the 2026 Project conditions of approval and/or this Development Agreement. Owner shall design and construct these public improvements in accordance with all applicable federal, state and City laws, ordinances, regulations, codes, standards, and other applicable requirements. These improvements shall be subject to City's approval and acceptance. City shall cooperate with Owner for the purpose of coordinating all public improvements constructed under the Development Approvals, Subsequent Development Approvals, Major Project Modifications, or this Development Agreement to existing or newly constructed public improvements, whether located within or outside of the Property. Owner

shall be responsible for and use good faith efforts to acquire any right(s)-of-way necessary to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement, the Development Approvals, any Subsequent Development Approvals, and/or any Major Project Modifications. Should it become necessary due to Owner's failure or inability to acquire said right(s)-of-way within four (4) months after Owner begins its efforts to so acquire said right(s)-of-way, City shall negotiate the purchase of the necessary right(s)-of-way to construct the public improvements as required by, or otherwise necessary to comply with the conditions of, this Development Agreement and, if necessary in accordance with the procedures established by State law, and the limitations hereinafter set forth in this Section, City may use its powers of eminent domain to condemn said required right(s)-of-way. Owner agrees to pay for all costs associated with said acquisition and condemnation proceedings. If City cannot make the proper findings or elects not to exercise its discretion to adopt a resolution of necessity, or if for some other reason under the condemnation laws City is prevented from acquiring the necessary right(s)-of-way to enable Owner to construct the public improvements required by, or otherwise necessary to comply with the conditions of, this Development Agreement, then the Parties agree to amend this Development Agreement to modify Owner's obligations accordingly. Any such required modification shall involve the substitution of other considerations or obligations by Owner (of similar value) as are negotiated in good faith between the Parties. Nothing contained in this Section shall be deemed to constitute a determination or resolution of necessity by City to initiate condemnation proceedings.

8.3 Timing, Phasing and Sequence of Public Improvements and Facilities. The timing, phasing and sequence of the construction of public improvements, facilities or the payment of fees therefore shall be constructed or paid in accordance with the timing, phasing and sequence set forth in the Development Plan.

8.4 Maintenance of Public Improvements. City shall not be responsible or liable for the maintenance or care of public improvements, intended to be dedicated to the City, until City approves and accepts them. City shall exercise no control over the public improvements until accepted. Any use by any person of the public improvements, or any portion thereof, shall be at the sole and exclusive risk of the Owner at all times prior to City's acceptance of the public improvements. Owner shall maintain all the public improvements in a state of good repair until they are completed by Owner and approved and accepted by City. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the public improvements or their condition prior to acceptance. Approval and acceptance of public improvements shall not be unreasonably withheld by the City. Notwithstanding the foregoing, to the extent the Development Approvals, Subsequent Development Approvals, and Major Project Modifications require Owner to maintain public improvements after acceptance by the City, Owner shall be responsible and liable for the maintenance and care of such public improvements to the standards specified therein. If Owner fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Owner under this Development Agreement.

8.5 Acceptance of Improvements; As-Built or Record Drawings. If the public improvements are properly completed by Owner and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes,

standards, and other requirements, the City shall accept the public improvements. Prior to the total or partial acceptance of the public improvements by City, Owner shall file with the Recorder's Office of the County of Orange a notice of completion for the accepted public improvements in accordance with California Civil Code section 8182, at which time the accepted public improvements shall become the sole and exclusive property of City without payment therefore. Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any public improvements. Notwithstanding the foregoing, City may not accept any public improvements unless and until Owner provides the required sets of "as built" or record drawings or plans to the City for review and approval for all such public improvements. The drawings shall be certified and shall reflect the condition of the public improvements as constructed, with all changes incorporated therein.

SECTION 9 DEDICATIONS AND EXACTIONS

9.1 Dedications In Conjunction With Public Improvements. Right-of-way or property for required public improvements shall be irrevocably offered for dedication as required by the Development Approvals, Subsequent Development Approvals, or Major Project Modifications. These dedications shall be in fee or as an easement at the discretion of City. The City may accept the Owner's offer of dedication upon Owner's completion and acceptance by City of the associated improvements in compliance with the specifications as approved by City. Nothing contained in this Development Agreement, however, shall be deemed to preclude City from exercising the power of eminent domain with respect to the Property or the 2026 Project, or any part thereof.

9.2 Dedication for Enhanced Parkway Improvements Along Avenida de la Carlota. Owner shall dedicate a landscape and/or pedestrian access easement to the City associated with the enhanced parkway improvements along Avenida de la Carlota described in **Exhibit E**, paragraphs 10 and 11, for any area described therein not already included within the public right of way. Such dedication shall be made by an instrument in a form acceptable to the City's Public Services Director and City Attorney.

9.3 Dedication of Landscape Maintenance Easement for Entry Monuments. Owner shall dedicate a landscape maintenance easement to City to coincide with and matching the rear curbline of the corner entry monuments at the Property's entrance on the southerly side of El Toro Road at Regional Center Drive. Such dedication shall be made pursuant to the applicable Final Map or by a separate dedication instrument in a form approved by the City's Public Services Director and City Attorney, to be recorded prior to the issuance of a Certificate of Occupancy for any building.

9.4 Dedication of Easement for Traffic Signal Equipment. Owner shall dedicate a traffic signal maintenance easement to City to coincide with any traffic signal equipment, if any, that is installed on the Property in association with construction an installation of the traffic signal at the intersection of Avenida de la Carlota and the extension of Health Center Drive described in paragraph 5 of **Exhibit E**. Such dedication shall be pursuant to a separate dedication instrument in a form approved by the City's Public Services Director and City Attorney, to be recorded prior to completion of construction of the traffic signal.

SECTION 10 FEES

10.1 Development Fees Applicable to the 2026 Project. Subject to the provisions of this Section 10, Owner shall pay all existing impact and development fees applicable to the 2026 Project on the Development Agreement Date charged by City for the purpose of defraying all or a portion of the cost of public facilities related to development of the 2026 Project ("Development Fees"). For avoidance of doubt, Community Benefit Fees are not Development Fees and the only Development Fees that shall apply to the 2026 Project are those listed in **Exhibit B**.

The Parties acknowledge that the following fees, taxes, and charges do not constitute Development Fees and that nothing in this Development Agreement is intended or shall be construed to release Owner from the obligation to pay these fees, taxes, and charges, including increases, if and when they become due:

(a) City's normal fees for processing, environmental assessment and review, tentative tract and parcel map review, plan checking, site review and approval, administrative review, building permit, grading permit, inspection, and similar fees imposed to recover City's costs associated with processing, reviewing, and inspecting project applications, plans, and specifications; and

(b) The annual Development Agreement administration fee required to be paid pursuant to Section 10.7, below.

(c) Any fees and charges required to be paid by Owner or Assignee pursuant to the Affordable Senior Housing Covenant.

(d) Fees and charges levied by any other public agency, utility, district, or joint powers authority, regardless of whether City collects those fees and charges; and

(e) Community facility district special taxes or special district assessments or similar assessments, business license fees, bonds or other security required for public improvements, sales taxes, property taxes, sewer lateral connection fees, water service connection fees, and new water meter fees.

10.2 Fees Applicable for Modified Development Approvals. Notwithstanding Section 10.1 of this Development Agreement, if and to the extent that the Development Approvals are modified or amended after the Development Agreement Date and Owner is authorized under the modified Development Approvals to develop any additional density or intensity of use beyond what is allowed as of the Development Agreement Date, City shall retain the right to require Owner to pay all City fees for such additional density or intensity of use to the extent such fees would be applicable in the absence of this Development Agreement.

10.3 Public Park In-lieu Fees.

10.3.1 Amount of Fee. Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to the 2026 Project, regardless of whether Owner proposes a subdivision map for each Residential

Building. Accordingly, as part of the Development Fees applicable to the 2026 Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public park in-lieu fee equivalent to the fee required under City Resolution No. 2018-11-13-3 for each Unit constructed as part of the 2026 Project, which amount the Parties agree is the applicable per dwelling unit fee calculated pursuant to Chapter 8-06 of the Laguna Hills Municipal Code.

10.3.2 Nonrefundable Guaranteed Fees. As material consideration for City's entering into this Development Agreement, the Owner expressly agrees that, except as provided in Subsection 10.5.8 and Section 17.4 of this Development Agreement, notwithstanding any provision of Chapter 8-06 of the Laguna Hills Municipal Code, the Quimby Act, or other provisions of law, Twenty Million Dollars ($20,000,000), which represents an amount equal to the Public Park In-lieu Fees attributable to the first one thousand one hundred sixty two (1,162) Units anticipated to be Developed by Owner, based on an aggregated fee assumed for the various proposed Unit densities as shown on the Site Plan, shall be nonrefundable and guaranteed, and must be paid to City even if no or less than one thousand one hundred sixty two (1,162) Units are actually constructed. Owner agrees to pay these nonrefundable guaranteed fees at the times set forth in Subsection 10.3.3, below, and **Exhibits B** and **D**. To the extent any portion of said fees are paid prior to the issuance of a vertical building permit for a Attached For-Sale Residential Unit, a Detached For-Sale Residential Unit, or a Multifamily Building containing any Residential Unit to which the fees apply pursuant to Subsections 10.3.3 (A)-(B) and 10.34 below, including the total of Four Million Dollars in fees described in Subsections 10.3.3 (A) and (B), such portion shall constitute Community Benefit Fees when paid, subject to Subsection 10.5.4, but shall be credited against and applied to reduce the amount of the Public Park In-lieu Fee due at the time of issuance of a vertical building permit for the Attached For-Sale Residential Units, Detached For-Sale Residential Units, or a Multifamily Building containing said Residential Unit, provided a vertical building permit is issued for an Attached For-Sale Residential Unit, a Detached For-Sale Residential Unit, or a Multifamily Building containing the Residential Unit during the Term of this Development Agreement and such building permit is not revoked and does not expire. No portion of the nonrefundable, guaranteed fees that are paid or owed pursuant to this Section 10.3 shall be credited or applied to any Units on the Property for which a vertical building permit is issued after the expiration or termination of this Development Agreement. Said payments shall be subject to Subsection 10.5.4 of this Development Agreement, and Owner expressly agrees that these payments shall be nonrefundable and guaranteed, and that the City may retain and expend that portion, if any, of such nonrefundable guaranteed fees that are paid by Owner to City, which are attributable to Units which are not actually constructed, or which City would otherwise be required to refund to Owner or other record owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, this Subsection 10.3.2 shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

10.3.3 Timing of Payment of the Community Benefit Fees that may be deemed Credits Against Public Park In-lieu Fees. Notwithstanding any provision of Chapters 8-06 or 8.07 of the Laguna Hills Municipal Code, the Quimby Act, or other law, the Parties expressly

agree that the Public Park In-lieu Fees attributable to the Units constructed, or anticipated to be constructed, as part of the 2026 Project, have been paid as follows:

(A) Owner paid the City Two Million Dollars ($2,000,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). This payment remains subject to Subsection 10.3.2, above.

(B) Owner paid the City Two Million Dollars ($2,000,000) on or before the earlier of: (i) the date the City issues a vertical building permit for any Retail Buildings; or (ii) the date that was four (4) years after the Original Development Agreement Date **(Exhibit D**, Milestone Three). This payment remains subject to Subsection 10.3.2.

10.3.4 Fee Credits. Owner shall pay City the fee per dwelling unit required under City Resolution No. 2018-11-13-3 prior to issuance of a building permit for any Multifamily Building, Townhome, Detached For-Sale Residential Unit, or Affordable Senior Housing Project. Because Owner prepaid a total of Four Million Dollars ($4,000,000) in fees as described in Subsections 10.3.3(A) and (B), Owner is entitled to an equivalent credit that may be applied during the term to fees otherwise required under this Subsection 10.3.4, and may assign its rights to a credit, in whole or in part, to authorized Assignees hereunder. If, by the date that is seven (7) years from the Original Development Agreement Date, fees paid under this Subsection 10.3.4 plus credits for fees paid per Subsections 10.3.3(A) and (B) total less than Ten Million Dollars ($10,000,000), Owner shall pay to City the difference between such fees previously paid plus credits and Ten Million Dollars ($10,000,000). (**Exhibit D**, Milestone Five). If, by the date that is fifteen (15) years from the Original Development Agreement Date, Owner's total payments under this Subsection 10.3.4 plus credits for fees paid per Subsections 10.3.3(A) and (B) are less than Twenty Million Dollars ($20,000,000), Owner shall pay to City the difference between all payments made pursuant to this Section 10.3.4 and credits and Twenty Million Dollars ($20,000,000). (**Exhibit D**, Milestone Nine). These payments shall be subject to Subsection 10.3.2, above, and Owner's obligation to make the payments by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement, except as otherwise expressly provided in Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay).

10.3.5 The Parties expressly acknowledge and agree that the Public Park In-lieu Fee payment obligations set forth in this Section 10.3 may be assumed, in whole or in part, by a residential developer or other person or entity that purchases a portion of the Property on which any Residential Unit is designated to be Developed, and agrees to assume such payment obligations in accordance with the provisions of Section 21 of this Development Agreement.

10.4 Public Art In-lieu Fees. The Parties expressly agree that Owner's Public Art Obligation shall be subject to the provisions set forth in Subsections 10.4.1 and 10.4.2, below.

10.4.1 Credit. The City acknowledges and agrees that Owner paid a Public Art In-lieu Fee to the City in the amount of Three Hundred Thousand Dollars ($300,000) for improvements authorized by the 2016 Five Lagunas Entitlements that were ultimately not constructed. Accordingly, the City agrees it will credit this payment towards Owner's Public Art Obligation for the 2026 Project.

10.4.2 Nonrefundable Advance. Owner paid City a nonrefundable guaranteed Public Art In-lieu Fee in the amount of Three Hundred Fifty Thousand Dollars ($350,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement. The City shall credit this payment against Owner's Public Art Obligation for the 2026 Project. However, said payment shall be subject to the provisions of Subsection 10.5.3, below, and Owner expressly agrees that this payment shall be guaranteed and nonrefundable to Owner, and that the City may retain and expend such payment, even if Owner's Public Art Obligation for the 2026 Project is less than Three Hundred Fifty Thousand Dollars ($350,000). Owner acknowledges and agrees that the Three Hundred Thousand Dollar ($300,000) credit provided for in Subsection 10.4.1, above, shall not be applied to reduce Owner's obligation to pay the nonrefundable guaranteed fee required by this Subsection 10.4.2. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, this Subsection 10.4.2 shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

10.5 Community Benefit Fees. In addition to Development Fees payable by Owner pursuant to the foregoing provisions of this Section 10, as material consideration for City's entering into this Development Agreement, the Owner agrees to pay City, in addition to the payment of Community Benefit Fees pursuant to Section 10.3, which remain Community Benefit Fees unless and until such fees are credited to Public Park In-lieu Fees, nonrefundable guaranteed Community Benefit Fees in accordance with this Section 10.5 of this Development Agreement. Because Community Benefit Fees are an obligation arising from this Development Agreement, they are not subject to the Mitigation Fee Act or the Quimby Act, and City may deposit such payments into the City's general fund and expend such funds for any lawful purpose.

10.5.1 Guaranteed Community Benefit Fees. Owner has paid or shall pay a nonrefundable guaranteed Community Benefit Fee as follows:

(A) Owner paid the City One Million One Hundred Thirteen Thousand Five Hundred Thirty-Three Dollars ($1,113,533) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One).

(B) Owner paid the City One Million One Hundred Thirteen Thousand Five Hundred Thirty-Three Dollars ($1,113,533) on or before the date that was fifteen (15) months after the Original Development Agreement Date (**Exhibit D**, Milestone Two).

(C) Owner shall pay the City Two Million Five Hundred Thousand Dollars ($2,500,000) in five (5) installments of Five Hundred Thousand Dollars ($500,000) each to be paid to City on the first, second, third, fourth, and fifth anniversaries of the Original Development Agreement Date. Owner has paid the first four (4) of these five (5) installments as of the Development Agreement Date and shall make the fifth on or before April 22, 2027 (**Exhibit D**, Milestone Four). Owner's obligation to make this payment by the date set forth

herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement.

10.5.2 Community Benefit Fees with respect to Hotel 1 and/or Hotel 2. In addition to any other Community Benefit Fees payable pursuant to this Section 10.5, the Owner shall pay to the City the amount of $396 each year, increased at the rate of three percent (3.0%) per year, compounded annually, commencing on the first anniversary of the Original Development Agreement Date and annually thereafter, for each Residential Unit for which a Certificate of Occupancy has been issued. Owner's obligation to pay this additional Community Benefit Fee shall terminate upon the earliest to occur of: (i) the Completion of Construction of Hotel 1 with respect to Phase One Elective Improvements, or Hotel 2 with respect to Phase Two Elective Improvements; (ii) the end of the Twenty Year Period; or (iii) Owner's termination of this Development Agreement as a result of Default by the City.

10.5.3 Nonrefundable Public Art In-lieu Fee Advance Deemed an Additional Community Benefit Fee in Event 2026 Project Not Developed. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, that portion, if any, of the nonrefundable guaranteed Public Art In-lieu Fee payment advance made by Owner pursuant to Subsection 10.4.2 of this Development Agreement, which is in excess of Owner's Public Art Obligation for the 2026 Project, or which City would otherwise be required to refund to Owner or other record owner(s) of the Property pursuant to the Specific Plan, the Mitigation Fee Act, or other law, shall be deemed a Community Benefit Fee for purposes of this Development Agreement. Notwithstanding any provision of the Mitigation Fee Act or other law, under no circumstances shall the City be obligated to return this Public Art In-Lieu Fee Advance to the Owner or other record owner(s) of the Property.

10.5.4 Nonrefundable Guaranteed Public Park In-lieu Fee Payments Deemed Community Benefit Fees in Event Residential Units Not Timely Developed. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, in the event the Owner Develops no or fewer than One Thousand One Hundred Sixty-Two (1,162) Units during the Term of this Development Agreement, that portion, if any, of the nonrefundable guaranteed Public Park In-lieu Fees paid by Owner to City pursuant to Subsection 10.3.2 of this Development Agreement, which are attributable to Units that are not actually constructed, or which City would otherwise be required to refund to Owner or the subsequent owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law, shall be deemed Community Benefit Fees for purposes of this Development Agreement. Notwithstanding any provision of the Mitigation Fee Act, Quimby Act, or other law, under no circumstances shall the City be obligated to return said fees to the Owner or other record owner(s) of the Property.

10.5.5 Community Benefit Fees with respect to Retail. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, in the event that Owner has not Completed Construction of the Phase One Required Improvements by the date Owner Completes Construction of any of the Residential Units in the Phase One Elective Improvements, Owner shall pay City an additional Community Benefit Fee in the amount of One Hundred Thirty-One Dollars and Thirteen Cents ($131.13) per year, increased at the rate of three percent (3%) per year, compounded annually, commencing on the first

anniversary of the Original Development Agreement Date and annually thereafter, for each Residential Unit in the Phase Two Elective Improvements for which Owner has received Certificates of Occupancy. Owner's obligation to pay this additional Community Benefit Fee shall commence upon issuance of a Certificate of Occupancy for any Residential Units in the Phase One Elective Improvements and shall terminate on the earlier to occur of the following: (i) the date that Owner Completes Construction of the Phase One Required Improvements; or (ii) the later to occur of either (x) the end of the Twenty Year Period or (y) expiration of the Term of this Development Agreement.

10.5.6 Additional Community Benefit Fees. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, Owner shall pay City an additional Community Benefit Fee in the amount of One Hundred Twenty Dollars ($120) per year, increased at the rate of three percent (3.0%) per year, compounded annually, commencing on the first anniversary of the Development Agreement Date and annually thereafter, for each Residential Unit located in a Residential Building for which Owner has received a Certificate of Occupancy. Notwithstanding any other provision of this Development Agreement, Owner's obligation to pay the Community Benefit Fees described in this Subsection 10.5.6 shall terminate upon the expiration of this Development Agreement. Owner shall remain obligated to pay the Community Benefit Fees required in this Subsection 10.5.6 for the period of time that is equivalent to sixteen (16) years from the date of the Development Agreement Date if Owner terminates this Development Agreement for a reason other than City Default or City terminates this Development Agreement for cause under Sections 18 or 19.

10.5.7 Survival of Termination of Development Agreement. Notwithstanding any other provision of this Development Agreement to the contrary, to the extent, and for the period, necessary to implement the provisions hereof, this Section 10.5 shall survive termination of this Development Agreement pursuant to Section 2.4, Section 10.6, Section 18 and/or Section 19 of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement. Notwithstanding the previous sentence, in the event the City exercises its right to unilaterally terminate this Development Agreement pursuant to Section 10.6, Section 18 and/or Section 19 of this Development Agreement before Owner has Completed Construction of the required components of Phase One pursuant to Subsection 5.4.1(D) of this Development Agreement, the City shall be deemed to have waived all rights it may otherwise have pursuant to this Development Agreement to collect from Owner that portion, if any, of the Six Million Dollars ($6,000,000) in Public Park In-lieu Fees attributable to that portion of the 805th through 1,162nd Units that Owner does not Develop, which are owed pursuant to Subsection 10.3.3(C), but which have not yet been paid, and Owner's obligation to pay nonrefundable guaranteed Public Park In-lieu Fees pursuant to Subsections 10.3.2 and 10.5.4 of this Development Agreement that are attributable to Units Owner does not Develop shall be capped at Fourteen Million Dollars ($14,000,000).

10.5.8 Community Benefit Fee; Final Multifamily Building for Phase Two Elective Improvements. In addition to any other Community Benefit Fees payable pursuant to the other provisions of this Section 10.5, if Owner proceeds to develop the Phase Two Elective Improvements, no building permit for the final Multifamily Building constructed as part of the Phase Two Elective Improvements shall issue until Owner pays City Two Million Dollars ($2,000,000) as a non-refundable Community Benefit Fee.

10.5.9 Additional Community Benefit Fee Payment for Failure to Timely Develop Hotels. In addition to any other Community Benefit Fees payable pursuant to this Section 10.5, in the event the Owner has not Completed Development of either or both Hotels within eight (8) years of the Development Agreement Date, the Owner shall pay the City an additional Community Benefit Fee in the amount of Five Hundred Thousand Dollars ($500,000) for each such Hotel for which Completion of Construction has not occurred on or before the date that is eight (8) years after the Development Agreement Date (**Exhibit D**, Milestone Eight). Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 5.4.6 (Excusable Delay re Hotel 1) and/or Section 22.1 (Excusable Delay) of this Development Agreement.

10.6 Additional City Remedies for Non-Payment of Fees Owed by Owner. In the event the Owner fails to pay any Development Fees or Community Benefit Fees within the times set forth in this Section 10, in addition to all other legal remedies City may have pursuant to this Development Agreement and applicable law, City shall be entitled to withhold any further Ministerial Actions, Ministerial Approvals, and/or Ministerial Permits until all fees owed are paid in full. In addition to the rights granted City under Sections 17, 18, and 19, or any other provisions of this Development Agreement, and without complying with the provisions of Sections 17, 18, and 19, it is expressly understood and agreed by the Parties that the City Council may unilaterally terminate this Development Agreement if, following notice and a public hearing in accordance with applicable law, the City Council finds that Owner has failed to pay any overdue Development Fees or Community Benefit Fees in full within thirty (30) days of the date the City provides written notice to the Owner stating the type and amount of overdue fees owed. Notwithstanding Section 5.5 of this Development Agreement, this Development Agreement, the Development Approvals, all Subsequent Development Approvals, and all Major Project Modifications shall automatically expire, terminate and be of no further force and effect upon the effective date of an ordinance adopted by the City Council terminating this Development Agreement based on such a finding pursuant to this Section. Notwithstanding anything to the contrary in this Section 10.6 or elsewhere in this Development Agreement, from and after the execution of the Affordable Housing PSA, and so long as the Affordable Housing Developer is diligently pursuing the development of the Affordable Senior Housing Project and remains in compliance with the Affordable Senior Housing Covenant (to the extent then applicable), the City shall not withhold, condition, delay, suspend, or deny any Ministerial Action, Ministerial Approval, Ministerial Permit, building permit, grading permit, inspection approval, temporary certificate of occupancy, permanent certificate of occupancy, or other approval required for the Affordable Senior Housing Project based upon Owner’s failure to pay any Development Fees, Community Benefit Fees, DA Administration Fee, public park in-lieu fees, public art in-lieu fees, CFD obligations, assessment obligations, or other fees or charges owed by Owner under this Development Agreement or otherwise relating to any portion of the Project other than the Affordable Senior Housing Project.

10.7 Annual Development Agreement Administration Fee. Commencing July 1, 2027, and annually, on or before July 1st of every year thereafter through and including July 1, 2036, Owner shall pay City a fixed fee to partially offset the costs incurred by the City to administer this Development Agreement (the "DA Administration Fee"). The initial amount of the DA Administration Fee shall be Twenty Thousand Dollars ($20,000). Commencing July 1, 2028,

and on each subsequent July 1st through and including July 1, 2036, the amount of the DA Administration Fee to be paid by Owner to City shall increase by three percent (3.0%).

SECTION 11 EXISTING USES; AUTOMATIC RESCISSION OF 2016 FIVE LAGUNAS ENTITLEMENTS

11.1 Existing Uses. City and Owner agree that those existing legally established uses on the Property may be retained until the 2026 Project is implemented.

11.2 Rescission of Prior Entitlements. Pursuant to the Original Agreement, the 2016 Five Lagunas Entitlements, and all of Owner's rights thereunder, whether vested or not, terminated and became null, void, and of no further force and effect at such time. Pursuant to this Development Agreement, the Original Development Agreement, and the entitlements granted on or about March 8, 2022, whether vested or not, are hereby terminated and become null, void, and of no further force and effect upon approval of this Development Agreement.

SECTION 12 FUTURE APPROVALS

12.1 Basis for Denying or Conditionally Granting Future Subsequent Development Approvals. Before Owner can begin Development of the 2026 Project, Owner must secure additional Subsequent Development Approvals from City. The Parties agree that to the extent said Subsequent Development Approvals are Ministerial Actions, Ministerial Approvals or Ministerial Permits, City shall not, through the enactment or enforcement of any subsequent ordinances, rules, regulations, initiatives, policies, requirements, guidelines, or other constraints, withhold such approvals as a means of blocking construction or of imposing conditions on the 2026 Project which were not imposed during an earlier approval period unless City has been ordered to do so by a court of competent jurisdiction. The Parties further agree that to the extent said Subsequent Development Approvals are Discretionary Actions, Discretionary Approvals or Discretionary Permits, City shall exercise its discretion in a manner consistent with and in recognition of the Development Plan and which complies and is consistent with the Existing Land Use Regulations (as same may be modified in accordance with this Development Agreement), those Subsequent Land Use Regulations to which Owner has consented to in writing (which consent shall be in Owner's sole and absolute discretion), and such other standards, terms and conditions expressly contained in this Development Agreement. Notwithstanding the previous two sentences, City and Owner will use reasonable efforts to ensure each other that all applications for and approvals of all required Subsequent Development Approvals necessary for Owner to develop the 2026 Project in accordance with this Development Agreement are sought and processed in a timely manner.

12.2 Standard of Review of Subsequent Development Approvals. Except as otherwise provided under the Development Approvals or the terms of this Development Agreement, the rules, regulations and policies that apply to any Subsequent Development Approvals which Owner must secure prior to the Development of the Property shall be the Existing Land Use Regulations, as defined in this Development Agreement.

12.3 City Review of Major Project Modifications. The rules, regulations and policies that apply to any Major Project Modification requested by Owner shall be those rules,

regulations and policies in effect on the date Owner submits a complete application for said Major Project Modification. Notwithstanding the foregoing sentence or anything herein to the contrary, Owner expressly agrees that, while this Development Agreement is in effect, City shall have sole and absolute discretion whether to approve, conditionally approve, or deny any Major Project Modification requested by Owner, and Owner expressly waives any right Owner may otherwise have to approval by the City of any Major Project Modification under California law or the Zoning Code. Notwithstanding anything to the contrary in this Development Agreement, modifications to the location and configuration of buildings, improvements, or Project elements proposed by Owner to maintain all Phase One Required Improvements and/or Phase Two Required Improvements in response to third-party governmental agency actions affecting the availability or configuration of any portion of the Property shall be processed administratively by the Director, unless any such modification would result in (i) the Development of more than 1500 Units on the Property; (ii) the Development of fewer than two hundred (200) Affordable Units; (iii) the Development of fewer than 225 hotel rooms on the Property combined between the Hotels; (iv) the Development of less than 140,120 square feet of New Retail Space on the Property; and/or (v) the Development of a Village Park that is less than two and a half (2.5) acres in size.

12.4 Potential Condemnation of Pad 4 and Hotel 1. The Parties are aware of a potential future action pursuant to which all or a portion of the Property designated as Pad 4 and/or Hotel 1 may become subject to an eminent domain action by a third-party agency. To address that scenario, Owner will, within six (6) months of the Development Agreement Date, submit an application to amend the Project Approvals to authorize the relocation of Hotel 1 and all or a portion of the retail proposed for Pad 4 to alternative locations within the Property. Such application will not be considered a Major Project Modification, provided it satisfies the requirements of Section 12.3 relating to the relocation of buildings (including not triggering the criteria enumerated in subsections (i) – (v) of Section 12.3), and will be reviewed for consistency with the UVSP and this Agreement first by the City Council ad hoc committee described in Resolution No. [_____] prior to consideration for approval, conditional approval, or denial by the Director. The Director will expeditiously review Owner's submittal of complete applications and associated technical studies (e.g., noise analysis and utility reports). Further, if the Property contemplated for Hotel 1 and/or Pad 4 is condemned through an eminent domain proceeding, and such condemnation results in the loss of retail development square footage contemplated by this Agreement for Pad 4, Owner shall be required to use commercially reasonable efforts to provide approximately the same square footage of replacement retail development as a Required Phase Two Improvement consistent with Section 5.4.2. Any such action by a third-party agency shall not relieve the Owner from its obligation to Develop Hotel 1 or to use commercially reasonable efforts to construct comparable retail square footage elsewhere on the Property.

SECTION 13 AMENDMENT

13.1 Initiation of Amendment. Either Party may propose an amendment to this Development Agreement.

13.2 Procedure. The procedure for proposing and adopting an amendment to this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance.

13.3 Consent. Except as provided elsewhere within this Development Agreement, any amendment to this Development Agreement shall require the consent of both Parties, each in their sole and absolute discretion. No amendment of this Development Agreement or any provision hereof shall be effective unless set forth in writing and signed by duly authorized representatives of each Party hereto.

13.4 Effect of Amendment to Development Agreement. The Parties agree that except as expressly set forth in any such amendment, an amendment to this Development Agreement shall not alter, affect, impair, modify, waive or otherwise impact any other rights, duties or obligations of either Party under this Development Agreement.

13.5 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation and flexibility between the City and Owner. The Development of the 2026 Project may demonstrate that clarifications to the Development Plan or clarifications or modifications to this Development Agreement are appropriate with respect to the details of performance of the City and Owner. To the extent allowable by law, Owner shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Development Agreement. When and if the Owner finds it necessary or appropriate to make changes, adjustments or clarifications to matters, items or provisions, the Parties shall effectuate such changes, adjustments or clarifications through operating memoranda ("Operating Memoranda") approved by the Parties in writing which reference this Section 13.5. City agrees to promptly process Operating Memoranda when requested by Owner. Operating Memoranda are not intended to constitute either a substantive change or an amendment to this Development Agreement, but are ministerial clarification; therefore public notices and hearings shall not be required. Operating Memoranda may be used and thus deemed non-substantive and/or procedural if they do not result in, for example: (i) a material changes in fees or costs; (ii) an increase in density or intensity of use; (iii) a change in permitted uses; (iv) an increase in the maximum height and size of buildings; (v) a decrease in the amount of land to be dedicated for public purposes; or (vi) the reduction of improvement and construction standards and specifications for the 2026 Project. The City Attorney shall be authorized, upon consultation with, and approval of, the Owner, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute either a substantive change or an amendment to this Development Agreement which requires compliance with the provisions of Section 13.2 of this Development Agreement.

SECTION 14 NON-CANCELLATION OF RIGHTS

Subject to defeasance pursuant to Sections 2, 10.6, 17, 18, 19, 21 or 22 of this Development Agreement, Owner's rights pursuant to the Development Approvals shall be vested in the Property upon recordation of this Development Agreement.

SECTION 15 UNDERTAKINGS AND ASSURANCES CONTEMPLATED AND PROMOTED BY DEVELOPMENT AGREEMENT STATUTE

The mutual undertakings and assurances described above and provided for in this Development Agreement are for the benefit of City and Owner and promote the comprehensive planning, private and public cooperation and participation in the provision of public facilities, and the effective and efficient development of infrastructure and facilities supporting development which was contemplated and promoted by the Development Agreement Statute. City agrees that it will not take any actions which are intended to circumvent this Development Agreement; provided, however, that any action of the electorate shall not be deemed an action for purposes of this Section.

SECTION 16 RESERVED AUTHORITY

16.1 Reservation of Authority With Respect to Subsequent Development Approvals and Major Project Modifications. In addition to the normal and customary discretion exercised by the City in connection with consideration of applications for land use entitlements in accordance with Section 12, Owner expressly understands and agrees that all Subsequent Development Approvals that are Discretionary Actions, Discretionary Approvals, or Discretionary Permits, and all Major Project Modifications, shall also be subject to review by the City pursuant to CEQA, including but not limited to CEQA Guidelines sections 15162-15164. Notwithstanding any other provision set forth in this Development Agreement to the contrary, City reserves the right, after the Development Agreement Date to exercise the same degree of discretion and control in its consideration of Subsequent Development Approvals and Major Project Modifications that it would have in the absence of this Development Agreement to impose conditions under CEQA, and other applicable laws and regulations that apply to all similar development throughout the City, in order to mitigate the 2026 Project's impact on the environment. In addition, consistent with Section 5.1 of this Development Agreement, notwithstanding any provision of California law or the Zoning Code to the contrary, City reserves the right after the Development Agreement Date to exercise sole and absolute discretion and control in its consideration of any Major Project Modification requested by Owner.

16.2 State and Federal Laws and Regulations. In the event that the State or Federal laws or regulations enacted after this Development Agreement has been entered into prevent or preclude compliance with one or more provisions of the Development Agreement, such provisions of the Development Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Development Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

16.3 Uniform Codes. This Development Agreement shall not prevent City from applying new rules, regulations and policies contained in Uniform Codes as long as adoption of the Uniform Codes applies to all development in the City.

16.4 Public Health and Safety. This Development Agreement shall not prevent City from adopting new rules, regulations and policies, including amendments or modifications to

Uniform Codes described in Section 16.3 of this Development Agreement, which directly result from findings by City that failure to adopt such rules, regulations or policies would result in a condition injurious or detrimental to the public health and safety.

SECTION 17 CANCELLATION

17.1 Initiation of Cancellation. Either Party may propose cancellation of this Development Agreement.

17.2 Procedure. The procedure for proposing a cancellation of and cancelling this Development Agreement shall be the same as the procedure required for entering into this Development Agreement in the first instance. Such procedures are set forth in Section 65868 of the California Government Code.

17.3 Consent of Owner and City. Subject to the Parties' rights and obligations regarding cancellation set forth in Section 22.3, except as otherwise provided in Section 10.6 of this Development Agreement, any cancellation of this Development Agreement shall require the mutual written consent of Owner and City, each in their sole and absolute discretion.

17.4 Fee Payment Obligations. In the event this Development Agreement is cancelled pursuant to the provisions of this Section 17, City shall be entitled to retain and/or seek payment from Owner of all Development Fees and Community Benefit Fees due to be paid pursuant to the terms of this Development Agreement prior to the date cancellation is proposed by a Party; however, Owner shall have no obligation to pay any Development Fees or Community Benefit Fees that are subject to deferral pursuant to Section 22.1.4 as of the date of cancellation or are due to be paid pursuant to the terms of this Development Agreement after the date cancellation is proposed by a Party.

SECTION 18 PERIODIC REVIEW

18.1 Time for Review. In accordance with the procedures set forth in the Development Agreement Ordinance, City shall, at least every twelve (12) months after the Development Agreement Date, review the extent of good faith compliance by Owner with the terms and conditions of this Development Agreement. Such periodic review shall determine compliance with the terms of this Development Agreement pursuant to California Government Code Section 65865.1 and other successor laws and regulations. If City fails to review the 2026 Project and the Owner's compliance with the material terms of this Development Agreement, Owner will be deemed to be in compliance with the provisions of this Development Agreement, and the Development Agreement will be deemed in full force and effect. The City's failure to review the 2026 Project or Owner's compliance with the terms of the Development Agreement, or Owner's failure to submit evidence concerning its good faith compliance with the material terms of the Development Agreement as specified in Section 18.2 of this Development Agreement, shall not constitute or be asserted by either Party as a breach of the Development Agreement by the other Party.

18.2 Owner's Submission. Each year, not less than forty-five (45) days nor more than ninety (90) days prior to the anniversary of the Development Agreement Date, Owner shall

submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of this Development Agreement.

18.3 Findings. Within sixty (60) days after the submission of Owner's evidence, the City Council shall determine, on the basis of substantial evidence, whether or not Owner has, for the period under review, complied in good faith with the terms and conditions of this Development Agreement. The burden of proof on this issue shall be on the Owner. If the City Council finds that Owner has so complied, the review for that period shall be deemed concluded. If the City Council finds and determines, on the basis of substantial evidence, that Owner has not complied in good faith with the terms and conditions of this Development Agreement for the period under review, Owner shall be deemed to be in non-compliance of the Development Agreement, and City may proceed in accordance with Section 18.5.

18.4 Initiation of Review by City. In addition to the periodic review set forth in this Development Agreement, the City may at any time initiate a review of this Development Agreement upon the giving of written notice thereof to Owner. Within thirty (30) days following receipt of such notice, Owner shall submit evidence to the City's Community Development Director of Owner's good faith compliance with this Development Agreement and such review and determination shall proceed in the manner as otherwise provided in this Development Agreement.

18.5 Non-Compliance by Owner. If the City Council finds and determines, on the basis of substantial evidence, and subject to limitations on remedies in this Development Agreement, that Owner has not complied in good faith with the terms and conditions of this Development Agreement, City may, by written notice to Owner, specify the manner in which Owner has failed to so comply and state the steps Owner must take to bring itself into compliance. Owner shall be given at least sixty (60) days to cure such non-compliance and if the actions required to cure such non-compliance take more than sixty (60) days, then City shall give Owner additional time provided that Owner is making reasonable progress towards such end. If during the cure period, Owner fails to cure such noncompliance or is not making reasonable good faith progress towards such end, then, the City Council may, at its discretion, proceed to modify or terminate this Development Agreement or establish a time schedule for compliance in accordance with the procedures set forth in Section 18.5 or 18.11 of this Development Agreement. Notwithstanding anything to the contrary in this Section 18, from and after the conveyance of the Affordable Senior Housing Lot to the Affordable Housing Developer and Commencement of Construction of the Senior Affordable Housing Project, pursuant to the Affordable Housing PSA, and so long as the Affordable Housing Developer and the Affordable Senior Housing Project remain in compliance with the Affordable Senior Housing Covenant, any schedule for compliance, and any modification or termination of this Development Agreement shall not impair, limit, delay, condition, suspend, or terminate the rights of the Affordable Housing Developer or the owner of the Affordable Senior Housing Lot to develop, finance, construct, lease, operate, or obtain permits, inspections, approvals, or certificates of occupancy for the Affordable Senior Housing Project, except to the extent of any obligation assumed by Affordable Housing Developer pursuant to this Development Agreement (e.g. Completion of the Affordable Senior Housing Project once Commenced) or to the extent the non-compliance relates solely to the Affordable Senior Housing Project and is within the control of the Affordable Housing Developer or owner of the Affordable Senior Housing Lot.

18.6 Notice to Owner. City shall give notice to Owner of the City Council's intention to proceed to modify or terminate this Development Agreement or establish a time schedule for compliance within ten (10) days of making City's findings.

18.7 Public Hearing. The City Council shall set and give notice of a public hearing on modification, termination or a time schedule for compliance to be held within forty-five (45) days after the City Council gives notice to Owner.

18.8 Decision. The City Council shall announce its findings and decisions on whether this Development Agreement is to be terminated, how this Development Agreement is to be modified or the provisions of the Development Agreement with which Owner must comply and a time schedule therefore not more than ten (10) days following completion of the public hearing.

18.9 Standard of Review. Any determination by City to terminate this Development Agreement because Owner has not complied in good faith with the terms of this Development Agreement must be based upon a finding by the City Council, on the basis of substantial evidence, that Owner is in Default and has not cured that Default in the timeframe permitted by Sections 18 and 19 of this Development Agreement, as applicable.

18.10 Implementation. Modifying or terminating this Development Agreement shall be accomplished by City enacting an ordinance. The ordinance shall recite the reasons which, in the opinion of City, make the modification or termination of this Development Agreement necessary. Not later than ten (10) days following the adoption of the ordinance, one copy thereof shall be forwarded to Owner. This Development Agreement shall be terminated or this Development Agreement as modified shall become effective on the effective date of the ordinance terminating or modifying this Development Agreement.

18.11 Schedule for Compliance. Setting a reasonable time schedule for compliance with this Development Agreement may be accomplished by City enacting a resolution. The resolution shall recite the reasons which, in the opinion of City, make it advisable to set a schedule for compliance and why the time schedule is reasonable. Not later than ten (10) days following adoption of the resolution, one copy thereof shall be forwarded to Owner. Compliance with any time schedule so established as an alternative to modification or termination shall be subject to periodic review as provided in this Development Agreement and lack of good faith compliance by Owner with the time schedule shall be basis for termination or modification of this Development Agreement.

SECTION 19 DEFAULTS AND REMEDIES

19.1 Default. In addition to the rights and remedies described in Section 18, either party may avail itself of the rights and remedies pursuant to this Section 19. Subject to Excusable Delay, Excusable Delay re Hotel, and limitations on remedies in this Development Agreement, as applicable, and compliance with the provisions of this Development Agreement, failure or delay by either party to perform any material term or provision of this Development Agreement (a "Breach") following notice and failure to cure as described hereafter constitutes a "Default" under this Development Agreement.

19.2 Notice of Default / Cure. The non-defaulting party shall give written notice of any Breach to the party in Breach, specifying the Breach complained of by the non-defaulting party ("Notice of Default"). Delay in giving such Notice of Default shall not constitute a waiver of any Breach nor shall it change the time of Breach. Upon receipt of the Notice of Default, the party in Breach shall promptly commence to cure the identified Breach at the earliest reasonable time after receipt of the Notice of Default and shall complete the cure of such Breach not later than thirty (30) days after receipt of the Notice of Default, or, if such Breach cannot reasonably be cured within such thirty (30) day period, then as soon thereafter as reasonably possible, provided that the party in Breach shall diligently pursue such cure to completion ("Cure Period"). Failure of the party in Breach to cure the Breach within the Cure Period set forth above shall constitute a Default hereunder.

Any failures or delay by either party in asserting any of its rights and remedies as to any Breach or Default shall not operate as a waiver of any Breach or Default or of any such rights or remedies. Delays by either party in asserting any of its rights and remedies shall not deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19.3 Remedies. After implementation of the 2026 Project, Owner may be foreclosed from other choices it may have had to utilize the Property and provide for other benefits. Owner has invested significant time and resources and performed extensive planning and processing of the 2026 Project in agreeing to the terms of this Development Agreement and will be investing even more significant time in implementing the 2026 Project in reliance upon the terms of this Development Agreement, and it is not possible to determine the sum of money which would adequately compensate Owner for such efforts. For the above reasons, City and Owner agree that damages would not be an adequate remedy if City fails to carry out its obligations under this Development Agreement. Therefore, specific performance of this Development Agreement is the only remedy which would compensate Owner if City fails to carry out its obligations under this Development Agreement, and City hereby agrees that Owner shall be entitled to specific performance in the event of a Default by City hereunder. City and Owner acknowledge that, if Owner fails to carry out its obligations under this Development Agreement, City shall have the right, subject to Excusable Delay, Excusable Delay re Hotel, limitations on remedies in this Development Agreement, and Notice of Default and Cure Period obligations of the City in this Development Agreement, to refuse to issue any permits or other approvals which Owner would otherwise have been entitled to pursuant to this Development Agreement. If City issues a permit or other approval pursuant to this Development Agreement in reliance upon a specified condition being satisfied by Owner in the future, and if Owner then fails to satisfy such condition, City shall be entitled to specific performance for the sole purpose of causing Owner to satisfy such condition. Except as expressly provided in the next sentence, City's right to specific performance shall be limited to those circumstances set forth above, and City shall have no right to seek specific performance to cause Owner to otherwise proceed with the Development of the 2026 Project in any manner. Notwithstanding the foregoing, in the event Owner Defaults on an obligation to pay any fee at the time required pursuant to Section 10 of this Development Agreement, City shall be entitled to pursue whatever legal or equitable remedies are available to collect any such amounts due subject to Notice of Default and Cure Period provisions elsewhere in this Development Agreement. Notwithstanding anything to the contrary in this Section 19.3, from and after the execution of the Affordable Housing PSA, and so long as the Affordable

Housing Developer is diligently pursuing the development of the Affordable Senior Housing Project and remains in compliance with the Affordable Senior Housing Covenant (to the extent then applicable), City shall not refuse to issue, withhold, condition, delay, suspend, or deny any permit, approval, inspection, temporary certificate of occupancy, permanent certificate of occupancy, or other authorization for the Affordable Senior Housing Project based upon any Breach, Default, or failure to perform by Owner under this Development Agreement, except to the extent such Breach, Default, or failure relates solely to the Affordable Senior Housing Project and is within the control of the Affordable Housing Developer or owner of the Affordable Senior Housing Lot.

SECTION 20 [INTENTIONALLY OMITTED]

SECTION 21 ASSIGNMENT

21.1 Right to Assign. Subject to Section 21.3, Owner shall have the right to sell, mortgage, hypothecate, assign or transfer this Development Agreement, and any and all of its rights, duties and obligations hereunder, to any person, partnership, joint venture, firm or corporation at any time during the Term of this Development Agreement, provided that any such sale, mortgage, hypothecation, assignment or transfer must be pursuant to a sale, assignment or other transfer of the interest of Owner in the Property, or a portion thereof. In the event of any such sale, mortgage, hypothecation, assignment or transfer, (a) Owner shall notify City of such event and the name of the transferee, together with the corresponding entitlements being transferred to such transferee, and (b) the agreement between Owner and such transferee shall provide that either Owner or the transferee or both shall be liable for the performance of any or all obligations of Owner pursuant to this Development Agreement, the Development Approvals, the Subsequent Development Approvals, and/or any Major Project Modifications. Such transferee and/or Owner shall notify City in writing which entity shall be liable for the performance of such obligations, and upon the express written assumption of any or all of the obligations of Owner under this Development Agreement by such assignee, transferee or purchaser shall, relieve Owner of its legal duty to perform said obligations under this Development Agreement with respect to the Property or portion thereof, so transferred, except to the extent Owner is in Default under the terms of this Development Agreement and/or City's consent to the assignment is required pursuant to Section 21.3. Notwithstanding the foregoing, neither the Affordable Housing Developer nor any owner of the Affordable Senior Housing Lot shall be required to assume any obligations under this Development Agreement other than those expressly applicable to the Affordable Senior Housing Project, the Affordable Senior Housing Covenant, or expressly assumed in a separate written agreement with the City. Without limiting the foregoing, Owner shall have the right, without further approval of the City, to assign all or a portion of its rights and obligations under this Development Agreement relating solely to the Affordable Senior Housing Project and the Affordable Senior Housing Lot to the Affordable Housing Developer pursuant to a partial assignment and assumption agreement in a form acceptable to Owner (the "Partial Assignment and Assumption Agreement"), Affordable Housing Developer and City, each in their respective, reasonable discretion. Upon execution of the Partial Assignment and Assumption Agreement, the Affordable Housing Developer shall succeed only to those rights and obligations expressly assigned therein and shall not be deemed to have assumed any obligations relating to any other portion of the Project.

21.2 Release upon Transfer. It is understood and agreed by the Parties that the Property may be subdivided following the Development Agreement Date. Subject to Section 21.3, one or more of such subdivided parcels may be sold, mortgaged, hypothecated, assigned or transferred to persons for development by them in accordance with the provisions of this Development Agreement. Effective upon such sale, mortgage, hypothecation, assignment or transfer, the obligations of Owner shall become several and not joint. Upon the sale, transfer, or assignment of Owner's rights and interests under this Development Agreement as permitted pursuant to Section 21.1 of this Development Agreement, Owner shall be released from its obligations under this Development Agreement with respect to the Property, or portion thereof so transferred, provided that (a) Owner is not then in Breach or Default under this Development Agreement, (b) Owner has provided to City the notice of such transfer specified in Section 21.1 of this Development Agreement, and (c) the transferee executes and delivers to City a written agreement in which (i) the name and address of the transferee is set forth and (ii) the transferee expressly and unconditionally assumes all the obligations of Owner under this Development Agreement, the Development Approvals, the Subsequent Development Approvals, and the Major Project Modifications with respect to the property, or portion thereof, so transferred; provided however, in the case of a transfer of the Affordable Senior Housing Lot to the Affordable Housing Developer, the Affordable Housing Developer shall assume only those rights and obligations expressly applicable to the Affordable Senior Housing Project pursuant to the Partial Assignment and Assumption Agreement and shall not assume any obligations relating to any other portion of the Project. Non-compliance by any such transferee with the terms and conditions of this Development Agreement shall not be deemed a Default hereunder or grounds for termination hereof or constitute cause for City to initiate enforcement action against the other Party or persons then owning or holding interest in the Property or any portion thereof and not themselves in Default hereunder. The provisions of this Section shall be self-executing and shall not require the execution or recordation of any further document or instrument. Any and all successors, assigns and transferees of Owner shall have all of the same rights, benefits and obligations of Owner as used in this Development Agreement and the term "Owner" as used in this Development Agreement shall refer to any such successors, assigns and transferees unless expressly provided herein to the contrary.

21.3 City's Consent. The City's consent shall not be required to a transfer or assignment between Owner(s). Moreover, the City's consent to a transfer or assignment pursuant to this Section 21 shall not be required unless, at the time of the transfer or assignment, Owner is in Default under the terms of this Development Agreement. If Owner is in Default under the terms of this Development Agreement, City shall consent in writing to any transfer or assignment which provides adequate security to City, in the reasonable exercise of the City's discretion, to guarantee the cure of the Default upon completion of the transfer or assignment.

SECTION 22 GENERAL

22.1 Excusable Delay.

22.1.1 Types of Delay. Except as otherwise expressly provided in this Development Agreement, and subject to Subsections 22.1.2 and 22.1.3 below, performance by either Party of its obligations under this Development Agreement shall be excused, and the Term shall be extended during which any of the following events prevent, prohibit, or unreasonably

delay the Owner's ability to proceed with the Development of the 2026 Project within the time required by this Development Agreement for periods equal to the duration of any of the following:

(A) Economic Delay. A recession, as defined by the National Bureau of Economic Research, excluding the period from the Development Agreement Date through March 31, 2027.

(B) Force Majeure Delay. Floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), epidemics, pandemics, government regulations, court actions (such as restraining orders or injunctions), or other similar events beyond the Party's control.

(C) Administrative Delay. Actions of the City or other governmental agency and beyond the control of the Owner such as delays in processing and acting on applications for the Ministerial Actions, Ministerial Approval, Ministerial Permits, or other permits or approvals by the City or other governmental agencies that are described in **Exhibit G** attached hereto shall be deemed to be unreasonable if they exceed the applicable time periods set forth in **Exhibit G**. Delays in processing and acting on applications for the Ministerial Actions, Ministerial Approval, Ministerial Permits, or other permits or approvals by the City or other governmental agencies that are not described in **Exhibit G** shall be deemed to be unreasonable if they exceed the average time it normally takes the agency to process and act on similar applications by more than thirty (30) days.

(D) Litigation Delay. Pendency of a lawsuit, petition for writ of mandate, or other legal challenge by a third party to this Development Agreement, any of the Development Approvals, or any of the Subsequent Development Approvals ("Third Party Challenge"). For purposes of this Subsection 22.1.1(D), a Third Party Challenge shall be deemed to be pending from the time it is filed until such time as (a) such Third Party Challenge has been dismissed with prejudice and any period for judicial appeal or other legal challenge in connection with the challenged approvals has expired with no such appeal or legal challenge having been filed; (b) such Third Party Challenge has been finally adjudicated to judgment upholding all challenged approvals and any period for judicial appeal or other legal challenge in connection with the challenged approvals has expired with no such appeal or legal challenge having been filed; or (c) such Third Party Challenge has been otherwise resolved through settlement, release, or similar agreement and accompanying dismissal with prejudice in a manner that allows no further appeal or legal challenge to the challenged approvals. In the event of a Third Party Challenge that results in the setting aside of any portion of this Development Agreement or one or more Development Approvals necessary for Development of the 2026 Project, then excusable delay pursuant to this Subsection 22.1.1(D) shall extend until such time as Owner has proposed, and City has approved, modifications or corrective actions to reapprove the challenged Development Approvals in a form that is mutually acceptable to the Parties, each in its sole and absolute discretion, and the time for administrative appeal, judicial appeal, or other legal challenge relating to such corrective actions and/or reapproval has expired with no such appeal or challenge having been filed.

(E) Affordable Housing Financing Delay. Delays in obtaining or closing financing for the Affordable Senior Housing Project, including tax-exempt bond allocation, low-income housing tax credits, local public financing, lender approvals, investor approvals, or other governmental or private financing required for the Affordable Senior Housing Project; provided, however, that application of delay pursuant to this subsection shall not operate to allow development of Phase Two Elective Improvements to proceed.

22.1.2 Notice. If City or Owner seeks excuse from performance pursuant to this Section 22.1, it shall provide written notice of such delay to the other Party within thirty (30) days after the Party reasonably becomes aware of the commencement of such delay. If the delay or Default, whether material or immaterial, is beyond the control of the Party seeking excuse from performance, it shall be excused, and extension of time for such cause shall be granted in writing for the period of the Excusable Delay, or longer as may be mutually agreed upon in writing. Any disagreement between the Parties with respect to whether this Section 22.1 applies to a particular delay or Default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

22.1.3 Certain Fee Payment Obligations Not Subject to Excusable Delay. Notwithstanding Subsections 22.1.1 and 22.1.2, above, except as otherwise expressly provided in Subsection 22.1.4, below, Owner expressly acknowledges and agrees that it is obligated to pay the nonrefundable guaranteed Development Fees and Community Benefit Fees described in Subsections 10.3.3(A)-(C), 10.4.2, 10.5.1, and 10.5.2 of this Development Agreement, and **Exhibit D**, Milestones One, Two, Three, Four, Five and Eight, at the times specified in said provisions and **Exhibit D**, and that the excusable delay provisions of this Section 22.1 shall not apply to or operate to extend the time by which Owner is obligated to pay said Development Fees and Community Benefit Fees.

22.1.4 Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay. Notwithstanding Subsection 22.1.3, above, subject to the provisions of this Subsection 22.1.4, Owner may defer payment of those Public Park In-lieu Fees that would otherwise be due to City pursuant to Subsections 10.3.3 (A), (B), and/or (C) and **Exhibit D** Milestones One, Three, Five, and/or Eight during the pendency of any Litigation Delay pursuant to Subsection 22.1.1(D). Within ten (10) business days after the date the period of Litigation Delay ends, and provided that this Development Agreement is not terminated pursuant to Subsection 2.3 or cancelled pursuant to Subsections 22.3.2 or 22.3.3 hereof, Owner shall remit all deferred Public Park In-lieu Fees to City. By means of example, if the period of Litigation Delay ends on a date that is one year from the Development Agreement Date (and this Development Agreement is not terminated or cancelled), Owner will remit to City the first Public Park In-lieu Fee payment of Two Million Dollars ($2,000,000) corresponding with Milestone One within ten (10) business days; however, if the Development Agreement is terminated pursuant to Subsection 2.3 or cancelled pursuant to Subsection 22.3.2 or 22.3.3 hereof, Owner shall not be required to remit said payment to the City. This Subsection 22.1.4 shall not be interpreted or construed to extend or relieve Owner of the obligation to pay Public Park In-lieu Fees due at the time of issuance of a vertical building permit for an Attached For-Sale Residential Unit, Detached For-Sale Residential Unit, or Multifamily Building.

22.1.5 Excusable Delay Not Applicable to Section 5.4. Notwithstanding anything herein to the contrary, Excusable Delay does not modify the timing of Development set forth in Section 5.4.

22.2 Construction of Development Agreement. The language in all parts of this Development Agreement shall in all cases, be construed as a whole and in accordance with its fair meaning. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience only and shall not be considered or referred to in resolving questions of constructions. This Development Agreement shall be governed by the laws of the State of California. The Parties understand and agree that this Development Agreement is not intended to constitute, nor shall it be construed to constitute, an impermissible attempt to contract away the legislative and governmental functions of City, and in particular, City's police powers. In this regard, the Parties understand and agree that this Development Agreement shall not be deemed to constitute the surrender or abnegation of City's governmental powers over the Property.

22.3 Severability; Court Finding Materially Impairing Consideration; Cancellation For Protracted Litigation Delay or Significant CEQA-Related Costs.

22.3.1 Severability. Except as to the requirements set forth in Sections 5.4.1(B) and 5.4.2(B), if any other provision of this Development Agreement shall be adjudged to be invalid, void or unenforceable, such provision shall in no way affect, impair or invalidate any other provision hereof, unless such judgment affects a material part of this Development Agreement, and the Parties hereby agree that they would have entered into the remaining portions of this Development Agreement not adjudged to be invalid, void or illegal. In the event that all or any portion of this Development Agreement is found to be unenforceable, this Development Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and, subject to Section 17 and Subsection 22.3.2, below, the Parties further agree that in such event they shall take all steps necessary to comply with such public hearings and/or notice requirements as may be necessary in order to make valid this Development Agreement or that portion which is found to be unenforceable.

22.3.2 Court Finding Materially Impairing Consideration. Notwithstanding any other provisions of this Development Agreement, in the event (i) any material provision of this Development Agreement, any of the Development Approvals approved prior to the Development Agreement Date, and/or any of the Existing Land Use Regulations are found by a court to be unenforceable, void, or voidable, (ii) such court finding materially impairs the bargained-for consideration to be received by either Party under this Development Agreement, including, but not limited to, by preventing Owner from Developing the 2026 Project in accordance with the Existing Land Use Regulations or by voiding or limiting the requirements of Sections 5.4.1(B) or 5.4.2(B) or by reducing or eliminating any of the public benefits, fees, public improvements or services, or dedications to be received by City pursuant to this Development Agreement, and (iii) any provision found to be unenforceable, void or voidable cannot be made valid by the undertaking of additional environmental review pursuant to CEQA, the holding of additional public hearings, and/or compliance with additional notice requirements, then the Parties agree that they will meet and confer in good faith to attempt to agree, each in its sole and absolute discretion, to modifications and/or other corrective actions consistent with state law; provided,

however, that if the Parties are unable to agree to mutually acceptable modifications and/or corrective action within ninety (90) days of the court's finding, then, upon the written request of either Party, Owner and City agree they shall take all steps necessary to mutually cancel this Development Agreement in accordance with the provisions of Section 17 hereof.

22.3.3 Cancellation for Protracted Third-Party Litigation or Significant CEQA-Related Costs. Owner acknowledges that the pendency of any Third Party Challenge shall not give rise to an immediate right to seek cancellation of this Development Agreement. However, Owner shall have the right to initiate cancellation of this Development Agreement pursuant Section 17, and City shall take all necessary steps to mutually cancel this Development Agreement, if either of the following occur: (i) the period of Litigation Delay lasts longer than four (4) consecutive years; or (ii) Owner is required to provide additional mitigation, improvements, or services that have a cost to Owner equal to or in excess of Five Million Dollars ($5,000,000) as a result of additional environmental review pursuant to CEQA that is undertaken as a result of a successful Third Party Challenge.

22.4 Cumulative Remedies. Subject to express limitations on remedies elsewhere in this Development Agreement, including but not limited to Sections 5.4.3, 5.4.6, 18.8 and 19.3, either Party may institute legal action to cure, correct or remedy any Default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of anyone or more of the remedies shall not constitute a waiver or election with respect to any other available remedy.

22.5 Indemnification. Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify and hold City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees harmless from any liability for damages or claims for damage for personal injury, including death, and from claims for property damage which may arise from the construction activities of Owner or Owner's contractors, subcontractors, agents, or employees which relate to the 2026 Project whether such activities be by Owner, or by any of Owner's contractors, subcontractors, or by anyone or more persons directly or indirectly employed by, or acting as agent for Owner or any of Owner's contractors or subcontractors. Additionally, Owner agrees to, and shall, to the fullest extent permitted by law, defend (with legal counsel approved or selected by City and at Owner's sole cost and expense), indemnify, and hold harmless City and City's elective and appointive councils, boards, commissions, officers, officials, agents, representatives and employees from and against each and every claim, action, proceeding, cost, fee, legal cost, damage, award or liability of any nature whatsoever arising out of City's approval of or its performance under this Development Agreement and/or the Development Approvals, Subsequent Development Approvals and/or Major Project Modifications. City may in its discretion participate in the defense of any such legal action. The provisions of this Subsection shall not be binding on Owner to the extent the liability arises out of the gross negligence or willful misconduct of City, or its elective and appointive councils, boards, commissions, officers, officials, agents, representatives or employees. Owner's indemnity obligations set forth in this Development Agreement shall survive termination of this Development Agreement.

22.6 Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Development Agreement and/or the Development Approvals, Subsequent Development Approvals, or Major Project Modifications, the Parties hereby agree to cooperate fully with each other in defending said action and the validity of each provision of this Development Agreement; however, it is expressly understood and agreed to by Owner that Owner shall be solely liable for all legal expenses and costs incurred in defending any such action. The Parties mutually agree that staff time spent by City employees in relation to any such action does not constitute legal expenses or costs payable by Owner. City shall have the right to approve or select legal counsel to defend against any such legal action. Owner shall pay any attorneys' fees awarded against City or Owner, or both, resulting from any such legal action. Owner shall be entitled to any award of attorneys' fees arising out of any such legal action.

22.7 Public Agency Coordination. City and Owner shall cooperate and use reasonable efforts in coordinating the implementation of the Development Approvals, Subsequent Development Approvals, and/or Major Project Modifications with other public agencies, if any, having jurisdiction over the Property or the 2026 Project.

22.8 Initiative Measures. Both City and Owner intend that this Development Agreement is a legally binding contract which will supersede any initiative, measure, moratorium, referendum, statute, ordinance or other limitation (whether relating to the rate, timing or sequencing of the Development or construction of all or any part of the 2026 Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use approved, issued or granted within City, or portions of City, and which Agreement shall apply to the 2026 Project to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation is inconsistent or in conflict with this Development Agreement. Should an initiative, measure, moratorium, referendum, statute, ordinance, or other limitation be enacted by the citizens of City which would preclude construction of all or any part of the 2026 Project, and to the extent such initiative, measure, moratorium, referendum, statute, ordinance or other limitation be determined by a court of competent jurisdiction to invalidate or prevail over all or any part of this Development Agreement, Owner shall have no recourse against City pursuant to the Development Agreement, but shall retain all other rights, claims and causes of action under this Development Agreement not so invalidated and any and all other rights, claims and causes of action at law or in equity which Owner may have independent of this Development Agreement with respect to the 2026 Project. The foregoing shall not be deemed to limit Owner's right to appeal any such determination that such initiative, measure, referendum, statute, ordinance or other limitation invalidates or prevails over all or any part of this Development Agreement. City agrees to cooperate with Owner in all reasonable manners in order to keep this Development Agreement in full force and effect, provided Owner shall reimburse City for its out-of-pocket expenses incurred directly in connection with such cooperation and City shall not be obligated to institute a lawsuit or other court proceedings in this connection.

22.9 Attorneys' Fees. In the event of any dispute between the Parties involving the covenants or conditions contained in this Development Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

22.10 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall not be construed as a waiver of any succeeding breach of nonperformance of the same or other covenants and conditions hereof.

22.11 Authority to Execute. The person executing this Development Agreement on behalf of Owner represents and warrants that he/she has the authority to execute this Development Agreement on behalf of his/her partnership and represents and warrants that he/she has the authority to bind Owner to the performance of Owner's obligations hereunder.

22.12 Notice.

22.12.1 To Owner. Any notice required or permitted to be given by City to Owner under or pursuant to this Development Agreement shall be deemed sufficiently given if in writing and delivered personally to an officer of Owner or mailed with postage thereon fully prepaid, registered or certified mail, return receipt requested, addressed; to Owner as follows:

MGP Fund X Laguna Hills, LLC
4365 Executive Drive, Suite 1400
San Diego, California 92121
Attn: Scott McPherson, Managing Partner and Jamas Gwilliam, Managing Director

With copies to: Perkins Coie LLP
505 Howard Street Suite 1000
San Francisco, CA 94105
Attn: Matthew Gray

or such changed address as Owner shall designate in writing to City.

22.12.2 To City. Any notice required or permitted to be given to City under or pursuant to this Development Agreement shall be made and given in writing, if by mail addressed to:

City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

With copies to: City Attorney
Colin Burns
Harper & Burns LLP
453 S. Glassell Street
Orange, California 92866

or such changed address as City shall designate in writing to Owner. Alternatively, notices to City may also be personally delivered to the City Clerk, at the Laguna Hills City Hall, 24035 El Toro Road, Laguna Hills, California 92653, together with copies marked for the City Manager and the City Attorney or, if so addressed and mailed, with postage thereon fully prepaid, registered or certified mail, return receipt requested, to the City Council in care of the City Clerk at the above address with copies likewise so mailed to the City Manager and the City Attorney, respectively and also in care of the City Clerk at the same address. The provisions of this Section shall be deemed permissive only and shall not detract from the validity of any notice given in a manner which would be legally effective in the absence of this Section.

22.13 Captions. The captions of the paragraphs and subparagraphs of this Development Agreement are for convenience and reference only and shall in no way define, explain, modify, construe, limit, amplify or aid in the interpretation, construction or meaning of any of the provisions of this Development Agreement.

22.14 Consent. Except as otherwise provided herein, any consent required by the Parties in carrying out the terms of this Development Agreement shall not unreasonably be withheld.

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

22.16 Subsequent Amendment to Authorizing Statute. This Development Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute in effect as of the Development Agreement Date. Accordingly, to the extent that subsequent amendments to the Development Agreement Statute would affect the provisions of this Development Agreement, such amendments shall not be applicable to this Development Agreement unless necessary for this Development Agreement to be enforceable or unless this Development Agreement is modified pursuant to the provisions set forth in this Development Agreement and California Government Code Section 65868 as in effect on the Development Agreement Date.

22.17 Governing Law. This Development Agreement, including, without limitation, its existence, validity, construction and operation, and the rights of each of the Parties shall be determined in accordance with the laws of the State of California.

22.18 Effect on Title. Owner and City agree that this Development Agreement shall not continue as an encumbrance against any portion of the Property as to which this Development Agreement has terminated.

22.19 Mortgagee Protection. Entering into or a breach of this Development Agreement shall not defeat, render invalid, diminish, or impair the lien of Mortgagees having a mortgage on any portion of the Property made in good faith and for value, unless otherwise required by law. No Mortgagee shall have an obligation or duty under this Development Agreement to perform Owner's obligations, or to guarantee such performance prior to any foreclosure or deed in lieu thereof.

22.20 Notice of Default to Mortgagee, Right of Mortgagee to Cure. If the City Clerk timely receives notice from a Mortgagee requesting a copy of any Notice of Default given to Owner under the terms of this Development Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the Notice of Default to Owner. The Mortgagee shall have the right, but not the obligation, for a period up to sixty (60) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy the Default unless a further extension of time to cure is granted in writing by City. If the Default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee shall seek to obtain possession with diligence and continually through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the Default or noncompliance within thirty (30) days after obtaining possession. If any such Default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or non-compliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

22.21 Bankruptcy. Notwithstanding the foregoing provisions of Section 22.20 of this Development Agreement, if any Mortgagee is prohibited from commencing or pursuing and prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving City, the times specified in this Section for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

22.22 Disaffirmance.

22.22.1 New Development Agreement upon Most Senior Mortgagee's Request. City agrees that in the event of termination of this Development Agreement by reason of any Default by City, or by reason of the disaffirmance hereof by a receiver, liquidator or trustee for Owner or its property, City, if requested by any Mortgagee, shall enter into a new Development Agreement for the 2026 Project with the most senior Mortgagee requesting such new agreement, for the remainder of the Term, effective as of the date of such termination, upon the terms, provisions, covenants and agreements as herein contained to the extent and subject to the law then in effect, and subject to the rights, if any, of any parties then in possession of any part of the Property, provided:

(a) The Mortgagee shall make written request upon City for the new Development Agreement for the 2026 Project within thirty (30) days after the date of termination;

(b) The Mortgagee shall pay to City at the time of the execution and delivery of the new Development Agreement for the 2026 Project expenses, including reasonable attorneys' fees, to which City shall have been subjected by reason of Owner's Default; and

(c) The Mortgagee shall perform and observe all covenants herein contained on Owner's part to be performed, and shall further remedy any other conditions which Owner under the terminated agreement was obligated to perform under its terms, to the extent the same are curable or may be performed by the Mortgagee.

22.22.2 New Development Agreement Not Required. Nothing herein contained shall require any Mortgagee to enter into a new Development Agreement pursuant to Subsection 22.22.1 of this Development Agreement, nor to cure any Default of Owner referred to above.

22.23 No Third Party Beneficiaries. This Development Agreement and all provisions hereof is made and entered into for the sole protection and benefit of City, Owner and their successors and assigns. No other person shall have right of action based upon any provision in this Development Agreement.

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

22.25 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the 2026 Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Development Agreement. No partnership, joint venture or other association of any kind is formed by this Development Agreement. The only relationship between City and Owner is that of a government entity regulating the development of private property and the owner of such private property. The Parties mutually acknowledge and agree that this Development Agreement does not confer upon or entitle Owner to any subsidy or reduction in fees from City pertaining to Owner's Development of the 2026 Project or the Parties' rights and obligations hereunder.

22.26 Restrictions. Owner shall place in any agreements to sell or convey any interest in the Property or any portion thereof, provisions making the terms of this Development Agreement binding on any successors in interest of Owner and express provision for Owner or City, acting separately or jointly, to enforce the provisions of this Development Agreement and to recover attorneys' fees and costs for such enforcement.

22.27 Recitals. The recitals in this Development Agreement constitute part of this Development Agreement and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Development Agreement.

22.28 Recording. The City Clerk shall cause a copy of this Development Agreement to be executed by City and recorded in the Official Records of Orange County no later than ten (10) days after the Development Agreement Date.

22.29 Entire Agreement. This Development Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Development Agreement, and this Development Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parol evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

22.30 Successors and Assigns. The burdens of the Development Agreement shall be binding upon, and the benefits of the Development Agreement inure to all successors in interest and assigns of the Parties to the Development Agreement.

22.31 Exhibits. All exhibits, including attachments thereto, are by this reference incorporated herein in their entirety, and shall be enforceable by the Parties, except as otherwise expressly provided herein.

22.32 Waiver of Right to Protest. Execution of this Development Agreement is made by Owner without protest. Owner knowingly and willingly waives any rights it may have under Government Code Section 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or other exactions which are specifically imposed on the 2026 Project by this Development Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, City and Owner have executed this Development Agreement as of the date and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
BOB WINGENROTH,
City Manager

ATTEST:

_____,
City Clerk

APPROVED AS TO FORM:

_____
STRADLING YOCCA CARLSON & RAUTH,
Thomas P. Clark Jr.

"OWNER"

MGP FUND X LAGUNA HILLS, LLC, a Delaware limited liability company

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

All signatures to be acknowledged by a Public Notary

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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

EXHIBIT A

PROPERTY DESCRIPTION AND DEPICTION

Real property in the City of Laguna Hills, County of Orange, State of California, described as follows:

PARCEL ONE:

LOTS 1, 2 AND A OF TRACT NO. 19265, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 4 OF TRACT NO. 18115, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 978, PAGES 1 THROUGH 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH LOT 6 OF TRACT NO. 18115, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 978, PAGES 1 THROUGH 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, EXCEPTING THEREFROM ANY PORTION LYING WITHIN TRACT NO. 19265 AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH PARCELS “B”, “C” AND “D” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0003-2022, RECORDED FEBRUARY 23, 2023 AS INSTRUMENT NO. 2023000041002 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA.

TOGETHER WITH PARCELS “B AND PARCEL “C” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA.

TOGETHER WITH PARCEL “A” AS DESCRIBED IN EXHIBIT “C” ATTACHED TO LOT LINE ADJUSTMENT LLA 0004-2022, RECORDED APRIL 24, 2023 AS INSTRUMENT NO. 2023000092625 OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, EXCEPTING THEREFROM ANY PORTION LYING WITHIN TRACT NO. 19265 AS PER MAP FILED IN BOOK 1009, PAGES 5 THROUGH 19 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APNS: 621-221-04, 621-221-20, 621-221-22, 621-221-23, 621-221-26, 621-221-27, 621-221-28, 621-221-29, 621-221-30, 621-051-53, 621-051-54 AND 621-051-55

PARCEL TWO:

THAT PORTION OF LOT 2 OF TRACT NO. 5061, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 183, PAGES 4 THROUGH 8 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE DESCRIBED AS PARCEL 1 OF THE DEED TO THE STATE OF CALIFORNIA, RECORDED DECEMBER 30, 1959 IN BOOK 5035, PAGE 383 OF OFFICIAL RECORDS, AS HAVING A BEARING AND DISTANCES OF "SOUTH 70° 41' 56" EAST, 504.42 FEET"

DISTANT ALONG SAID CERTAIN COURSE, SOUTH 69° 58' 43" EAST, 326.23 FEET FROM THE NORTHWESTERLY TERMINUS THEREOF; SAID POINT BEING ALSO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 565.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 15° 04' 30", AN ARC DISTANCE OF148.66 FEET; THENCE SOUTH 45° 28' 31" EAST, 925.52 FEET TO A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5175.00 FEET; SAID LAST MENTIONED CURVE BEING ALSO CONCENTRIC TO AND DISTANT SOUTHWESTERLY, 5.00 FEET FROM THAT CERTAIN CURVE IN THE SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1 DESCRIBED IN SAID DEED AS "HAVING A RADIUS OF 5170.00 FEET"; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE, THROUGH AN ANGLE OF 5° 25' 19", AN ARC DISTANCE OF 489.71 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, NORTH 40° 23' 54" EAST, 5.00 FEET TO SAID SOUTHWESTERLY BOUNDARY OF SAID PARCEL 1; THENCE IN A GENERAL NORTHWESTERLY DIRECTION ALONG SAID SOUTHWESTERLY BOUNDARY TO THE POINT OF BEGINNING.

PARCEL THREE:

THAT PORTION OF LOT 2 OF TRACT NO. 5061, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 183, PAGES 4 THROUGH 8 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING WITH A STRIP OF LAND 40.00 FEET IN WIDTH, THE NORTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED JUNE 17, 1970 IN BOOK 9320, PAGE 71 OF OFFICIAL RECORDS OF SAID COUNTY (FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF NORTH 46° 42' 13" EAST WAS USED FOR THE CENTER LINE OF EL TORO ROAD); THENCE SOUTH 43° 17' 47" EAST, 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE SOUTH 69° 58' 43" EAST, 276.48 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 30'12" AN ARC DISTANCE OF 256.60 FEET; THENCE TANGENT TO SAID CURVE SOUTH 45° 28' 31" EAST,877.90 FEET TO THE TANGENT INTERSECTION WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING 5153.00 FEET, SAID CURVE BEING CONCENTRIC WITH AND 17.00 FEET NORTHEASTERLY FROM A CURVE IN THE NORTHEASTERLY LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG SAID CONCENTRIC CURVE THROUGH A CENTRAL ANGLE OF 5° 25' 39" AN ARC DISTANCE OF 488.13 FEET TO THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 2.

EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE LAND DESCRIBED IN PARCEL 5 OF A DEED RECORDED SEPTEMBER 4, 1970 IN BOOK 9397, PAGE 172 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN PARCEL 10 AS SHOWN ON STATE HIGHWAY MAP BOOK 7, PAGES 14 THROUGH 29, RECORDS OF SAID COUNTY.

PARCEL FOUR:

A STRIP OF LAND 80.00 FEET IN WIDTH THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER LINE INTERSECTION OF EL TORO ROAD WITH AVENIDA DE LA CARLOTA AS SHOWN ON A MAP ATTACHED TO A DEED RECORDED JUNE 17, 1970 IN BOOK 9320, PAGE 71 OF OFFICIAL RECORDS, FOR THE PURPOSE OF THIS DESCRIPTION THE BEARING OF NORTH 46° 42' 13" EAST, WAS USED FOR THE CENTER LINE OF EL TORO ROAD; THENCE SOUTH 43° 17' 47" EAST, 96.54 FEET TO A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 56" AN ARC DISTANCE OF 232.85 FEET; THENCE TANGENT TO SAID CURVE

SOUTH 69° 58' 43" EAST, 276.48 FEET TO A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 600.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 30' 12" AN ARC DISTANCE OF 256.60 FEET.

PARCEL FIVE:

THAT PORTION OF PARCEL 1, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL SOUTH 46° 42' 39" WEST, 3.08 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTH 72° 27' 41" WEST, 157.25 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 606.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 48' 14" AN ARC DISTANCE OF 251.97 FEET; THENCE TANGENT TO SAID CURVE NORTH 48° 39' 27" W., 34.67 FEET; THENCE SOUTH 89° 01' 31" WEST, 31.69 FEET TO THE NORTHEASTERLY PROLONGATION OF THAT CERTAIN COURSE IN THE NORTHWESTERLY LINE OF SAID PARCEL, SHOWN ON SAID MAP AS HAVING A BEARING OF NORTH 46° 42' 52" EAST AND A LENGTH OF 38.00 FEET; THENCE SOUTH 46° 42' 29" WEST, 41.45 FEET ALONG SAID PROLONGATION TO THE NORTHEASTERLY TERMINUS OF SAID CERTAIN COURSE; THENCE ALONG THE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY LINES OF SAID PARCEL, THE FOLLOWING COURSES: (1) NORTH 37° 37' 04" EAST, 50.64 FEET, (2) NORTH 46° 42' 39" EAST, 10.84 FEET, (3) SOUTH 82° 19' 49" EAST, 42.56 FEET, (4) SOUTH 43° 18' 10" EAST, 11.56 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 540.00 FEET, (5) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 40' 46" AN ARC DISTANCE OF 251.45 FEET AND (6) SOUTH 69° 58' 56" EAST, 171.23 FEET TO THE POINT OF BEGINNING.

PARCEL SIX:

THAT PORTION OF PARCEL 3, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL SOUTH 69° 58' 56" EAST, 52.28 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 20° 01' 04" WEST, 25.88 FEET; THENCE NORTH 69° 58' 56" WEST, 19.50 FEET; THENCE NORTH 27° 55' 06" WEST, 35.05 FEET; THENCE NORTH 72° 27' 41" WEST, 8.15 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 46° 42' 39" EAST, 3.08 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NOS. 3, 4 AND 5, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH 10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS.

APN: 621-051-50

PARCEL NINE:

THE NORTHEASTERLY 6.00 FEET OF PARCEL NOS. 3 AND 5, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 74, PAGES 4 THROUGH

10 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF PARCEL NO. 134, AS DESCRIBED IN GRANT DEED RECORDED JULY 22, 1997 AS INSTRUMENT NO. 19970346524 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN PARCEL D OF LOT LINE ADJUSTMENT NO. LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS.

PARCEL TEN:

THAT PORTION OF PARCEL D AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL D; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL D, SOUTH 40° 23' 58" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 40° 23' 58" WEST 8.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 38° 55' 32" WEST; THENCE LEAVING SAID SOUTHEASTERLY LINE NORTHWESTERLY 200.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 18' 26"; THENCE NON-TANGENT TO SAID CURVE NORTH 88° 55' 33" WEST 19.82 FEET; THENCE NORTH 60° 48' 22" WEST 45.94 FEET; THENCE NORTH 44° 59' 48" WEST 6.00 FEET; THENCE NORTH 01° 23' 07" WEST 30.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 14' 00" WEST; THENCE NORTHWESTERLY 7.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 04' 51" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 43° 32' 24" WEST; THENCE NORTHWESTERLY 23.37 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 16' 08" TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4981.00 FEET; A RADIAL LINE TO SAID CURVE BEARS SOUTH 42° 34' 59" WEST; THENCE NORTHWESTERLY 172.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 58' 49"; THENCE NON-TANGENT TO SAID CURVE NORTH 82° 16' 47" WEST 18.60 FEET; THENCE NORTH 52° 39' 15" WEST 44.58 FEET; THENCE NORTH 44° 58' 45" WEST 8.00 FEET; THENCE NORTH 00° 13' 48" EAST 24.32 FEET; THENCE NORTH 44° 31' 52" WEST 158.42 FEET TO THE SOUTHEASTERLY LINE OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 45° 00' 01" EAST 5.50 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 45° 28' 30" EAST 240.55 FEET ALONG SAID SOUTHWESTERLY LINE TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5199.00 FEET; THENCE SOUTHEASTERLY 491.38 FEET ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 05° 24' 55" TO THE TRUE POINT OF BEGINNING.

APN: 621-051-48

PARCEL ELEVEN:

THAT PORTION OF PARCEL D AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL A OF SAID LOT LINE ADJUSTMENT; THENCE ALONG THE NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 45° 00' 01" WEST 21.60 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 43° 48' 04" WEST 38.97 FEET; THENCE NORTH 45° 00' 21" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL D; THENCE ALONG SAID NORTHWESTERLY LINE THE FOLLOWING TWO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;
2) NORTHEASTERLY ALONG SAID CURVE 17.22 FEET THROUGH A CENTRAL ANGLE OF 32° 53' 30" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349638 OF OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 45° 28' 30" EAST 43.81 FEET TO THE TRUE POINT OF BEGINNING.

APN: 621-051-47

PARCEL TWELVE:

THAT PORTION OF PARCEL A AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 6.00 FEET TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS, AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND SOUTH 45° 28' 30" EAST 130.49 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A SOUTH 45° 00' 01" WEST 5.50 FEET; THENCE NORTH 44° 31' 52" WEST 103.43 FEET; THENCE NORTH 89° 46' 06" WEST 25.60 FEET; THENCE NORTH 45° 00' 21" WEST 8.85 FEET; THENCE NORTH 43° 48' 04" WEST 0.04 FEET TO THE NORTHWESTERLY LINE OF SAID PARCEL A; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL A NORTH 45° 00' 01" EAST 21.60 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THIRTEEN:

THAT PORTION OF PARCEL C AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58'

52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS AND THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND NORTH 45° 28' 30" WEST 159.54 FEET; THENCE SOUTH 44° 31' 52" EAST 137.53 FEET; THENCE SOUTH 00° 13' 54" WEST 25.32 FEET; THENCE SOUTH 45° 00' 21" EAST 8.98 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL C; THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINES OF SAID PARCEL C THE FOLLOWING TO COURSES:

1) NORTH 45° 00' 01" EAST 4.13 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 30.00 FEET;
2) NORTHEASTERLY 17.22 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 53' 30" FEET TO THE TRUE POINT OF BEGINNING: 621-221-15

PARCEL FOURTEEN:

THAT PORTION OF PARCEL C AS DESCRIBED IN EXHIBIT C ATTACHED TO LOT LINE ADJUSTMENT LLA 3-16-3493 RECORDED AUGUST 4, 2016 AS INSTRUMENT NO. 2016000360834 OF OFFICIAL RECORDS, IN THE CITY OF LAGUNA HILLS, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID PARCEL C, BEING THE NORTHERLY TERMINUS OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 30.00 FEET, A RADIAL LINE TO SAID CORNER BEARS NORTH 87° 07' 39" EAST; THENCE SOUTHERLY ALONG SAID CURVE AND THE SOUTHEASTERLY LINE OF SAID PARCEL C 7.84 FEET THROUGH A CENTRAL ANGLE OF 14° 58' 52" TO THE SOUTHWESTERLY LINE OF THAT LAND DESCRIBED IN THE GRANT DEED TO THE CITY OF LAGUNA HILLS RECORDED AUGUST 17, 2017 AS INSTRUMENT NO. 2017000349639 OF OFFICIAL RECORDS, THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LAND THE FOLLOWING TWO COURSES:

1) NORTH 45° 28' 30" WEST 159.54 FEET;
2) NORTH 45° 28' 30" WEST 79.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 45° 28' 30" WEST 25.85 FEET; THENCE SOUTH 44° 31' 08" WEST 16.52 FEET; THENCE SOUTH 45° 00' 21" EAST 8.85 FEET; THENCE SOUTH 89° 46' 06" EAST 23.76 TO THE TRUE POINT OF BEGINNING.

APN: 621-221-17

EXHIBIT B

DEVELOPMENT FEES

Public Park In-lieu Fees

Amount of Fee. Owner hereby agrees that Chapter 8-06 of the Laguna Hills Municipal Code pertaining to park dedication and in-lieu fee requirements shall apply to the 2026 Project, regardless of whether Owner proposes a subdivision map for each Residential Building. Accordingly, as part of the Development Fees applicable to the 2026 Project pursuant to this Development Agreement, Owner hereby agrees to, and shall, pay City a public park in-lieu fee per Unit constructed as part of the 2026 Project calculated on a per-unit basis consistent with City Resolution No. 2018-11-13-3.

Nonrefundable Guaranteed Fees. As material consideration for City's entering into this Development Agreement, the Owner expressly agrees that, except as provided in Subsection 10.5.8 and Section 17.4 of this Development Agreement, notwithstanding any provision of Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or other provisions of law, Twenty Million Dollars ($20,000,000), which amount the Parties agree represents an amount equal to the Public Park In-lieu Fees attributable to the first one thousand one hundred sixty two (1,162) Units anticipated to be Developed by Owner, shall be nonrefundable, and must be paid to City even if no or less than one thousand one hundred sixty two (1,162) Units are actually constructed. Owner agrees to pay these nonrefundable fees at the times set forth in Section 10.3.3 and **Exhibits B** and **D** of this Development Agreement. To the extent any portion of said fees are paid prior to the issuance of a vertical building permit for the building containing any Unit to which the fees apply pursuant to Subsections 10.3.3 (A)-(C) of this Development Agreement, such portion shall constitute Community Benefit Fees when paid, subject to Section 10.5.4, but shall be credited and applied to reduce the amount of the Public Park In-lieu Fee due at the time of issuance of a vertical building permit for the building containing said Unit, provided a vertical building permit is issued for the building containing the Unit during the Term of this Development Agreement and such building permit is not revoked and does not expire. No portion of the nonrefundable, guaranteed fees that are paid or owed pursuant to Section 10.3 of the Development Agreement shall be credited or applied to any Units on the Property for which a vertical building permit is issued after the expiration or termination of this Development Agreement. Said payments shall be subject to Section 10.5.4 of this Development Agreement, and Owner expressly agrees that these payments shall be nonrefundable, and that the City may retain and expend that portion, if any, of such nonrefundable fees that are paid by Owner to City, which are attributable to Units which are not actually constructed, or which City would otherwise be required to refund to Owner or other record owners of the Property pursuant to Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or any other provision of law. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, Section 10.3.2 of the Development Agreement shall survive termination of this Development Agreement and remain enforceable and executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

Timing of Payment of Public Park In-lieu Fees and/or Community Benefit Fees that may be deemed Credits Against Public Park In-lieu Fees. Notwithstanding any provision of Chapters 8-06 or 8-07 of the Laguna Hills Municipal Code, the Quimby Act, or other law, the Parties expressly agree that the Public Park In-lieu Fees attributable to the Units constructed, or anticipated to be constructed, as part of the 2026 Project, shall be paid in the amounts and at the times specified below:

(A) Owner previously paid City Two Million Dollars ($2,000,000) on or before the date that was ninety (90) days after the Original Development Agreement Date (**Exhibit D**, Milestone One). This payment is subject to Section 10.3.2. Owner is entitled to a credit equivalent to Two Million ($2,000,000) for prior payment of this fee against future Public Park In-Lieu Fees pursuant to Section 10.3.2.

(B) Owner previously paid City Two Million Dollars ($2,000,000) on or before the date that was four (4) years after the Original Development Agreement Date **(Exhibit D**, Milestone Three). This payment is subject to Section 10.3.2. Owner is entitled to a credit equivalent to Two Million ($2,000,000) for prior payment of this fee pursuant to Section 10.3.2.

(C) Owner shall pay City the fee per dwelling unit required under City Resolution No. 2018-11-13-3 prior to issuance of a building permit for any Multifamily Building, Townhome, or Detached For-Sale Residential Unit. Because Owner prepaid a total of Four Million Dollars ($4,000,000) in fees as described in Subsections 10.3.3(A) and (B), Owner is entitled to an equivalent credit that may be applied during the term to fees otherwise required under this Subsection 10.3.3(C), and may assign its rights to a credit, in whole or in part, to authorized Assignees hereunder. If, by the date that is seven (7) years from the Original Development Agreement Date, fees paid under this Subsection 10.3.3(C) plus credits for fees paid per Subsections 10.3.3(A) and (B) total less than Ten Million Dollars ($10,000,000), Owner shall pay to City the difference between such fees previously paid plus credits and Ten Million Dollars ($10,000,000). (**Exhibit D**, Milestone Five). If, by the date that is fifteen (15) years from the Original Development Agreement Date, Owner's total payments under this Subsection 10.3.3(C) plus credits for fees paid per Subsections 10.3.3(A) and (B) are less than Twenty Million Dollars ($20,000,000), Owner shall pay to City the difference between all payments made pursuant to this Section 10.3.3(C) and credits and Twenty Million Dollars ($20,000,000). (**Exhibit D**, Milestone Nine). These payments shall be subject to Subsection 10.3.2, above, and Owner's obligation to make the payments by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement, except as otherwise expressly provided in Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay).

(D) Owner shall pay Public Park In-Lieu Fees for all Units beyond the 1,162nd unit prior to the issuance of a vertical building permit for the Residential Building containing the Unit, consistent with City Resolution No. 2018-11-13-3; provided, however, that such fees are not guaranteed and are not Community Benefit Fees pursuant to this Development Agreement.

The Parties expressly acknowledge and agree that the Public Park In-lieu Fee payment obligations set forth in Section 10.3 of this Development Agreement may be assumed, in whole or in part, by a residential developer or other person or entity that purchases a portion of the

Property on which a Residential Building is designated to be Developed, and agrees to assume such payment obligations in accordance with to the provisions of Section 21 of this Development Agreement (Assignment).

Public Art / Public Art In-Lieu Fees

Owner shall furnish Public Art in connection with the 2026 Project, and/or pay a Public Art In-lieu Fee, pursuant to the terms of the Development Agreement ("Owner's Public Art Obligation"). Pursuant to the Specific Plan, the minimum aggregate value of Owner's Public Art Obligation shall be one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project, which shall be based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of the 2026 Project. The Parties agree that (a) Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation shall be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of the Development Agreement, and (b) that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the provision of actual Public Art on the Property, as approved by the City, and may not be satisfied through contribution to the City's Public Art In-Lieu Fund. Allowable expenses, construction and material standards, and general location restrictions for all Public Art shall be as set forth in the "Public Art" provisions of Section V, at pages 39-40, of the Specific Plan. The Parties understand and agree that the City shall have the right to approve, in advance, the proposed type, size, art medium, location, and content of all Public Art. The procedures, timing, and requirements for preparation, submittal, review, and approval of plans and specifications for all Public Art shall be as specified in **Exhibit H** to the Development Agreement.

Credit. The City acknowledges and agrees that Owner paid a Public Art In-lieu Fee to the City the amount of Three Hundred Thousand Dollars ($300,000) for improvements authorized by the 2016 Five Lagunas Entitlements that were ultimately not constructed. Accordingly, the City agrees it will credit this payment towards Owner's Public Art Obligation for the 2026 Project.

Nonrefundable Advance. Owner paid City a nonrefundable guaranteed Public Art In-lieu Fee in the amount of Three Hundred Fifty Thousand Dollars ($350,000) on or before the date that was ninety (90) days after the Original Development Agreement Date. Owner's obligation to make this payment by the date set forth herein shall not be subject to extension pursuant to the provisions of Section 22.1 (Excusable Delay) of this Development Agreement. The City shall credit this payment against Owner's Public Art Obligation for the 2026 Project. However, said payment shall be subject to the provisions of Section 10.5.3 of this Development Agreement and Owner expressly agrees that this payment shall be guaranteed and nonrefundable to Owner, and that the City may retain and expend such payment, even if Owner's Public Art Obligation for the 2026 Project is less than Three Hundred Fifty Thousand Dollars ($350,000). Owner acknowledges and agrees that the Three Hundred Thousand Dollar ($300,000) credit provided for in Subsection 10.4.1 of the Development Agreement shall not be applied to reduce Owner's obligation to pay the nonrefundable guaranteed fee required by Subsection 10.4.2 of the Development Agreement. Notwithstanding any other provision of this Development Agreement, to the extent, and for the period, necessary to implement the provisions hereof, Section 10.4.2 of this Development Agreement shall survive termination of this Development Agreement and remain enforceable and

executory by the Parties notwithstanding termination of the remainder of this Development Agreement.

Traffic Impact Mitigation Fees

The 2026 Project, as initially approved pursuant to the Development Approvals, does not trigger payment of the traffic impact mitigation fee in accordance with Chapter 9-102 of the Laguna Hills Municipal Code. If, however, there are future amendments or modifications to the 2026 Project, prior to issuance of any building permits, the Owner shall, pursuant to Chapter 9-102, pay a traffic impact mitigation fee, if applicable.

EXHIBIT C

PROJECT SITE PLAN (AT FULL BUILD-OUT)

Exhibit C

EXHIBIT D

DEVELOPMENT AGREEMENT MILESTONES

Milestone	Outside Date	Nature of Obligation	Subject to Excusable Delay?
Milestone One	90 Days From Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • Public Art In-lieu Fee Advance Payment of $350,000 (§10.4.2) • 1st Nonrefundable Public Park In-lieu Fee Payment of $2,000,000 (§10.3.3(A))[1] • 1st Nonrefundable Community Benefit Fee Payment of $1,113,533 (§10.5.1(A)) Status: Obligation satisfied.	No
Milestone Two	15 Months from Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • 2nd Nonrefundable Community Benefit Fee Payment of $1,113,533 (§10.5.1(B)) Status: Obligation satisfied.	No
Milestone Three	4 Years (48 Months) from Original Development Agreement Date	Owner shall have submitted the following Fees to the City: • 2nd Nonrefundable Public Park In-lieu Fee Payment of $2,000,000 (§10.3.3(B))[1] Status: Obligation satisfied.	No

[1] Owner's obligation to make this nonrefundable guaranteed fee payment is not subject to Excusable Delay; however, Owner may defer payment of this fee during the pendency of Litigation Delay pursuant to Subsection 22.1.4 (Deferral of Payment of Public Park In-lieu Fees During Pendency of Litigation Delay) of the Development Agreement.

Milestone	Outside Date	Nature of Obligation	Subject to Excusable Delay?
Milestone Four	Five years (60 months) from Original Development Agreement Date	Owner shall pay to City $500,000 as the final of five Community Benefit Payments (§10.5.1(c).	No
Milestone Five	Seven years (84 months) from Original Development Agreement Date	Owner shall pay City the amount equivalent to $10,000,000 less any credits for fees paid under 10.3.3(A)-(B) or prior fees paid under 10.3.4. (§10.3.4)	No
Milestone Six	4 Years (48) Months from Development Agreement Date	Owner shall have Commenced Construction of Phase One Required Improvements (§5.4.1(A))	Yes
Milestone Seven	Five Years (60 months) from the Development Agreement Date	Owner shall have Completed Construction of the Phase One Required Improvements (§5.4.1(B))	Yes
Milestone Eight	Eight Years from the Development Agreement Date	Owner shall pay to City $500,000 as a Community Benefit Fee if Hotel 1 and/or Hotel 2 is not Complete. (§10.5.9)	No
Milestone Nine	15 years from Original Development Agreement Date	Owner shall pay City the amount equivalent to $20,000,000 less any credits for fees paid under 10.3.3(A)-(B) or prior fees paid under 10.3.4. (§10.3.4)	No

EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

AFFORDABLE HOUSING REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FORM

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
City of Laguna Hills
c/o City Clerk
24035 El Toro Road
Laguna Hills, California 92653

(Space Above Line for Recorder's Use)
Exempt from Recorder's Fees Pursuant to
Government Code §§ 6103 and 27383

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

BY AND BETWEEN

THE CITY OF LAGUNA HILLS, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California

AND

_____, a _____

Exhibit F-2

AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (this "Agreement") is entered into for reference purposes as of _____ (the "Effective Date"), by and between the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California ("City") and _____, a _____ ("Affordable Housing Developer"). City and Affordable Housing Developer are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Affordable Housing Developer is the owner of that certain real property located in the City of Laguna Hills, generally located at [ADDRESS], Laguna Hills, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein ("Site").

B. On [DATE], the Laguna Hills City Council adopted Resolution No. ___ conditionally approving Case No. USE-0__-20__ authorizing modifications to the Village at Laguna Hills mixed use project previously approved pursuant to Resolution No PA2022-03-08-02, subject to certain conditions of approval (the "2026 VLH Development Approvals").

C. On [DATE], the Laguna Hills City Council adopted Ordinance No. _____ approving that certain Amended and Restated Development Agreement between the City and MGP FUND X Laguna Hills, LLC for the Village at Laguna Hills mixed use project (the "Amended & Restated Development Agreement" ("MGP"). The Amended & Restated Development Agreement became effective on [DATE] and was recorded on [DATE] in the official records of Orange County, California, as Document No. _____. Development of the Site is subject to the terms and provisions of the Amended and Restated Development Agreement, and Affordable Housing Developer is a partial assignee of said agreement.

D. As material consideration for the long term assurances, vested rights, and other City obligations provided by the Amended & Restated Development Agreement and as a material inducement to City to enter into the Amended and Restated Development Agreement, MGP agreed to provide certain public benefits to the City as specified in the Amended & Restated Development Agreement, including the transfer of the Site in fee to Affordable Housing Developer for the construction and operation of the Affordable Senior Housing Project. The Amended & Restated Development Agreement provides for the Affordable Housing Developer to enter into and record this Agreement against the Site concurrent with Affordable Housing Developer's close of escrow on the Affordable Housing PSA.

E. On [DATE], the Laguna Hills City Council approved Final Tract Map No. ___, which established the Site as a separate legal parcel.

F. Affordable Housing Developer subsequently acquired the Site pursuant to the Affordable Housing PSA and assumed certain rights and obligations under the Development Agreement with respect to the Site.

G. Affordable Housing Developer intends to construct the Affordable Senior Housing Building on the Site along with associated parking facilities, common areas, sidewalks, landscaping, lighting, signage, amenities, and other improvements on the Site in accordance with the VLH Development Approvals and the Amended & Restated Development Agreement.

H. To ensure the continued affordability of the Affordable Units in perpetuity, Affordable Housing Developer is required to record this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants against the Site.

I. The purpose of this Agreement is to restrict the occupancy and rents of _____ (__) of the Affordable Units for the benefit of Extremely Low Income Households and to restrict the occupancy and rents of _____ (__) of the Affordable Units for the benefit of Restricted Income Households as required by the Amended & Restated Development Agreement. The Parties intend the covenants set forth in this Agreement to run with the land and to be binding upon Affordable Housing Developer and Affordable Housing Developer's successors and assigns for the full Term of this Agreement.

AGREEMENT

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits:

"2026 VLH Development Approvals" is defined in Recital B.

"Adjusted for Family Size Appropriate for the Unit" means adjusted for a household of one person in the case of a studio unit, two persons in the case of one-bedroom unit, three persons in the case of a two-bedroom unit, and four persons in the case of a three-bedroom unit.

"Affordable Housing PSA" means the purchase and sale agreement between Affordable Housing Developer and the MGP Fund X Laguna Hills, LLC or its permitted successors and assigns for the conveyance of the site in fee to Affordable Housing Developer.

"Affordable Rent for Restricted Income Households" means a monthly Gross Rent that does not exceed a rate of thirty percent (30%) to seventy percent (70%) of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C), where the household occupying the Affordable Unit is deemed to have an income level not exceeding a range of thirty percent (30%) to seventy percent (70%) of Area Median Gross Income.

“Affordable Senior Housing Building” means the residential building Affordable Housing Developer will construct on the Site consistent with the Amended & Restated Development Agreement, the 2026 VLH Development Approvals and this Agreement.

"Affordable Senior Housing Project" means the development and operation of between 200 and 250 Affordable Units on the Site, which Affordable Units shall (i) be Restricted Income Units, (ii) have an average level of affordability, across the entire Affordable Senior Housing Project, of sixty percent (60%) of Area Median Gross Income, and (iii) at least ten percent (10%) of which shall be affordable to Extreme Low Income Households at no greater than thirty percent (30%) of AMI, subject to the terms of this Agreement.

“Affordable Units” means a unit or units of housing that is/are located within the Affordable Senior Housing Building that is/are affordable to Restricted Income Households, as those terms are defined herein.

“Affordable Housing Laws” means all state, federal and local laws, rules, regulations and program requirements governing the financing, development, operation, marketing, occupancy and affordability of housing subject to income or age restrictions, including, without limitation, Internal Revenue Code Section 42, CDLAC regulations, TCAC Regulations, HUD requirements, fair housing laws, and any requirements imposed by public lenders or governmental funding sources.

“Gross Rent” means all amounts paid by household for occupancy of an Affordable Unit determined consistent with Internal Revenue Code Section 42(g)(2).

“Area Median Gross Income” means the income for each Affordable Unit as determined consistent with Internal Revenue Code Section 42(g)(1)(B) as published by the California Tax Credit Allocation Committee at the time the Affordable Units are put in service. “City” means the City of Laguna Hills, a municipal corporation, duly organized and existing under the Constitution and laws of the State of California.

“CDLAC” means the California Debt Limit Allocation Committee.

“City Manager” means the City Manager of the City of Laguna Hills or his or her designee.

“City Resident” means an individual whose domicile was located within the City of Laguna Hills for the twelve (12) month period preceding his or her application for occupancy of an Affordable Unit.

“Development Agreement” is defined in Recital C.

"Extremely Low-Income Households" means a household earning not greater than thirty percent (30%) of Area Median Gross Income.

“HUD” means the United States Department of Housing and Urban Development.

"Restricted Income Households" means a household for which Gross Rent is not more than a rate of 30% of the imputed income limitation applicable to the Affordable Unit occupied by such household pursuant to Internal Revenue Code Section 42(g)(2)(C) and applicable TCAC requirements.

"Restricted Income Units" means the _____ (__) Housing Units which are required to be made available for, rented to, and occupied by Restricted Income Households at an Affordable Rent for Restricted Income Households pursuant to the provisions of this Agreement.

"Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Affordable Housing Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone, internet, television or digital access services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and real property facilities associated therewith by a public or private entity other than Affordable Housing Developer.

"Senior" means an individual that is fifty-five (55) years of age or older.

"Site" is defined in Recital A.

"Term" shall mean ninety-nine (99) years from the Effective Date of this Agreement.

"TCAC" means the California Tax Credit Allocation Committee.

"TCAC Regulations" means Title 4, Division 17, Chapter 1 of the California Code of Regulations as amended from time to time.

"Tenant Household" means a household occupying an Affordable Unit.

"Veteran" means an individual that is a United States armed forces veteran.

2. <u>Covenants of Affordable Housing Developer</u>. Affordable Housing Developer hereby covenants and agrees, for itself and its successors and assigns, for the Term of this Agreement, that the Affordable Units shall be used solely in compliance with the 2026 VLH Development Approvals, the Amended & Restated Development Agreement, and this Agreement, as each may be amended from time to time. Affordable Housing Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the requirements of this Agreement, and Affordable Housing Developer covenants that it shall not enter into any agreement that is inconsistent with the requirements of this Agreement without the express written consent of the City.

4. <u>Affordability Restrictions for Restricted Income Units.</u>

(A) Unless otherwise agreed to by the City pursuant to a written amendment to this Agreement, Affordable Housing Developer hereby agrees to make available, restrict occupancy to, and rent _____ (__) of the Affordable Units to Restricted Income Households at an Affordable Rent for Restricted Income Households in accordance with this Section. The _____ (__) Restricted Income Units shall at all times consist of a mix of studio units, one-bedroom units, two-bedroom units, and three-bedroom units in the following proportion; provided, however, that the Affordable Housing Developer may substitute a unit with more bedrooms for a unit with fewer bedrooms:

_____ (__) three-bedroom units;

_____ (__) two-bedroom units;

_____ (__) one-bedroom units; and

_____ (__) studio units.

(B) A Tenant Household who qualifies as a Restricted Income Household at the time he/she/it first occupies a Restricted Income Unit shall be deemed to continue to be so qualified until such time as a recertification of such Tenant Household's income in accordance with Section 7 below demonstrates that such Tenant Household no longer qualifies as a Restricted Income Household.

(C) In the event a Tenant Household occupying a Restricted Income Unit initially qualifies as a Restricted Income Household but the income of such Tenant Household increases, such increase shall not be deemed to result in a violation of the restrictions of this Agreement concerning limitations upon income of occupants, provided that the occupancy by such Tenant Household is consistent with the TCAC Regulations. If and when such occupancy becomes inconsistent with TCAC Regulations, the Affordable Housing Developer must make the Affordable Unit available to another qualifying Tenant Household, subject to termination of the prior Tenant Household's lease and Affordable Housing Developer's lawful recovery of possession of the Affordable Unit.

(D) Notwithstanding anything herein to the contrary, the Affordable Senior Housing Project shall be operated such that one hundred percent (100%) of the Affordable Units are income-restricted Affordable Units, with at least ten percent (10%) of the Affordable Units reserved for Extremely Low Income Households and the Affordable Units maintaining an average affordability level of sixty percent (60%) of Area Median Gross Income. Subject to the foregoing requirements, individual Affordable Units may be designated at affordability levels ranging from thirty percent (30%) to seventy percent (70%) of Area Median Gross Income.

Upon acquisition of the Site by a lender or other successor owner through foreclosure, deed in lieu of foreclosure, or similar proceeding, the affordability restrictions shall automatically be deemed satisfied so long as all Affordable Units are restricted to occupancy by households earning not more than eighty percent (80%) of Area Median

Gross Income, unless more restrictive requirements are imposed by any senior regulatory agreement, financing source, or applicable law.

5 **Occupancy Limits**. The maximum occupancy for each of the Affordable Units shall be consistent with the TCAC Regulations.

6. **Selection of Tenants and Priority for Leasing of Affordable Units**. Affordable Housing Developer shall be responsible for the selection of Tenant Households for the Affordable Units in compliance with lawful and reasonable criteria, applicable state and federal housing laws, Affordable Housing Laws, and other requirements of this Agreement. The Affordable Senior Housing Project shall be operated as senior housing in accordance with applicable law and the requirements of the Affordable Housing Covenant. To the extent permitted by applicable law, fair housing requirements, and applicable financing and regulatory restrictions, Affordable Housing Developer may implement a tenant selection preference within the pool of otherwise qualified senior applicants for (i) Veterans and/or (ii) persons who live or work within the City. The specific manner in which any such preference is implemented shall be determined by Affordable Housing Developer in consultation with applicable funding sources and regulatory agencies and shall be subject to all applicable Affordable Housing Laws and fair housing requirements. Nothing in this Agreement shall require Affordable Housing Developer to implement any preference that is not permitted by applicable law or that would jeopardize financing, tax credits, governmental approvals, or compliance with fair housing requirements.

7. **Income Verification and Certification**. For each Affordable Unit, prior to the initial occupancy, and annually thereafter throughout the Term of this Agreement, Affordable Housing Developer or Affordable Housing Developer's Property Manager shall obtain from each Tenant Household a written certification in such format and with such supporting documentation as City may reasonably require demonstrating that such Tenant Household meets the applicable income and eligibility requirements established for the Affordable Unit. Such written certification shall include, without limitation, (i) the identity and age of each member of the Tenant Household; and (ii) a computation of the total combined, gross, pre-tax income of all adult occupants of the Tenant Household, as calculated pursuant to California Code of Regulations, Title 25, Section 6914, or such other applicable standard approved by City. Affordable Housing Developer shall verify, or shall cause its Property Manager to verify, the income certification of the Tenant Household. Affordable Housing Developer shall retain such certifications for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make originals available for City inspection.

8. **Annual Report.** No later than thirty (30) days after Affordable Housing Developer submits its annual TCAC compliance report to TCAC, Affordable Housing Developer shall provide a true and correct copy of same to City (each an "Annual Report").

9. **Recordkeeping Requirements; Access to Information; Inspections.** Affordable Housing Developer shall maintain Affordable Unit tenant leases, income certifications, and other books, documents, and records related to the rental or leasing of the Affordable Units and operation of the Site for a period of not less than five (5) years after creation of each such record. In connection with monitoring compliance with this Agreement, upon at least three (3) business days'

prior written notice, City shall be entitled to inspect any such books, documents, or records and to conduct an independent audit or inspection of such records at a location that is reasonably acceptable to the City Manager. Within forty-eight (48) hours' notice, during normal business hours and as often as may be deemed necessary, City and its authorized agents and representatives shall be permitted access to the Site and the right to examine the Housing Units and to interview tenants and employees, for the purpose of verifying compliance with this Agreement. Affordable Housing Developer agrees to cooperate with City in making the Site and such books, documents, and records available for such inspections or audits.

10. Marketing; Property Management; Maintenance.

A. Marketing of Affordable Units. Affordable Housing Developer shall market the Affordable Units in accordance with Section 6 of this Agreement and in accordance with the Marketing and Management Plan approved by the City.

B. Management Responsibilities. Affordable Housing Developer shall be responsible for all management functions with respect to the Affordable Senior Housing Project and the Affordable Units, including without limitation the selection of tenants, certification and recertification of household income and eligibility, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. City shall have no responsibility for construction, rehabilitation, management, repair, maintenance or marketing of the Project or the Affordable Units.

C. Property Manager. Affordable Housing Developer shall provide the City with the name and qualifications of any professional property management company or other organization retained by Affordable Housing Developer to manage the Affordable Units (including leasing, property management, maintenance and repair services, and reporting obligations) and ensure that Affordable Housing Developer's obligations under this Agreement are satisfied ("Property Manager"). Entering into an agreement with a Property Manager shall not relieve Affordable Housing Developer of its duties and obligations pursuant to this Agreement. Any such Property Manager shall have the requisite skill and qualifications to implement the Marketing and Management Plan approved by the City. If the City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Marketing and Management Plan and in this Agreement, City shall provide notice of such deficiencies and Affordable Housing Developer shall use its best efforts to correct such deficiencies. In the event such deficiencies have not been cured within the time set forth in Section 17 hereof, City shall have the right to require Affordable Housing Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Affordable Housing Developer, and which has not less than five (5) years' experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project.

D. Maintenance. Affordable Housing Developer shall maintain or cause to be maintained the interior and exterior of the Affordable Housing Project and the Site in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class multifamily rental apartment complexes within Orange County. Affordable Housing Developer shall provide adequate security measures for the Project, including without limitation, the installation of adequate lighting and deadbolt locks. If at any time Affordable Housing Developer fails to maintain the Project or the Site in accordance with this Agreement and such condition is not corrected within five (5) days after written notice from City with respect to graffiti, debris, and waste material, or thirty (30) days after written notice from City with respect to general maintenance, landscaping and building improvements, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Site and perform all acts and work necessary to protect, maintain, and preserve the Project and the Site, and to attach a lien upon the Site, or to assess the Site and/or bill Affordable Housing Developer, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Affordable Housing Developer to City upon demand.

E. Marketing and Management Plan. Prior to the issuance of a certificate of occupancy for the Affordable Senior Housing Building, Affordable Housing Developer shall prepare and submit for City review and approval a plan for marketing and managing the Affordable Units (the "Marketing and Management Plan" or "Plan"). The Plan shall address in detail, without limitation, the following matters:

i. how Affordable Housing Developer plans to market the Affordable Units to prospective Extremely Low Income Households and Restricted Income Households in accordance with fair housing laws, Affordable Housing Laws, and this Agreement, including a plan for marketing and leasing the Affordable;

ii. procedures for the selection of Tenant Households in accordance with this Agreement, including a description of how Affordable Housing Developer plans to certify the eligibility of Extremely Low Income Households and Restricted Income Households and implement the tenant selection priority provisions set forth in Section 6, above;

iii. procedures for annually verifying income and recertifying the eligibility of Tenant Households;

iv. procedures for ensuring that the required number and unit size mix of Affordable Units is maintained;

v. Affordable Housing Developer's procedures for complying with its monitoring and recordkeeping obligations;

vi. the standard form(s) of rental agreement(s) Affordable Housing Developer proposes to enter into with Extremely Low Income Households and Restricted Income Households;

vii. Affordable Housing Developer's property management duties;

viii. Affordable Housing Developer's plan to manage and maintain the Project and the Affordable Units;

ix. the identity of the Property Manager, if any, to be contracted with to provide property management services at the Project and a description of the management team;

x. all written management policies with respect to the Affordable Units; and

xi. a security system and crime prevention program.

The Marketing and Management Plan shall be approved by the City Manager prior to the issuance of a certificate of occupancy for the Affordable Senior Housing Building. Any proposed amendment or change to the Marketing and Management Plan during the Term of this Agreement shall be submitted to the City and approved by the City Manager. If the City Manager fails to respond to the submittal or resubmittal of an initial or amended Management Plan within forty-five (45) days, such Plan or amended Plan shall be deemed approved. The marketing, leasing, and management of the Affordable Units shall be in compliance with the Marketing and Management Plan, or amended Marketing and Management Plan, as approved by the City Manager.

Affordable Housing Developer shall reimburse City for all actual legal and third-party consulting costs incurred by City in reviewing the initial Marketing and Management Plan and any amendments thereto. Concurrent with its submittal of the initial Marketing and Management Plan and any subsequent amendment, Affordable Housing Developer shall provide a deposit to the City in an amount sufficient to cover the estimated costs of the City's review, as determined by the City Manager in his or her reasonable discretion. Upon completion of review of the Plan or an amendment to the Plan by the City, the City shall provide Affordable Housing Developer with an invoice containing an accounting of the actual legal and third-party consulting costs incurred by the City and the amount(s) of all deposits provided by Affordable Housing Developer. If the actual legal and third-party consulting costs incurred by the City for such review are less than the amount of the deposit(s) made by Affordable Housing Developer, City shall reimburse Affordable Housing Developer for the difference at the time it provides the invoice. If the actual legal and third-party consulting costs incurred by the City for such review exceed the amount of the deposit(s) made by Affordable Housing Developer, Affordable Housing Developer shall pay City the difference within thirty (30) days of receipt of the invoice from the City.

11. Annual Monitoring Fee. Concurrent with submittal of each Annual Report, Affordable Housing Developer agrees to pay an annual monitoring and administration fee to the City in an amount established from time to time by the City Manager to reimburse City for the estimated reasonable costs incurred by the City in monitoring Affordable Housing Developer's compliance

with, and otherwise administering, this Agreement, including, but not limited to, City's review of Annual Reports and conduct of inspections and/or audits of the Site and/or records as provided in this Agreement. The amount of such fee shall not exceed such estimated reasonable costs, as determined by the City Manager in his or her reasonable discretion, taking into account actual documented reasonable costs in prior year(s). City shall provide the basis for calculation of such fee to Affordable Housing Developer promptly upon request. The Parties estimate that the fee will not exceed Ten Thousand Dollars ($10,000) per year, increased at the rate of three percent (3%) per year, compounded annually.

12. Use of the Site. All uses conducted on the Site, including, without limitation, all activities undertaken by Affordable Housing Developer pursuant to this Agreement shall conform to all applicable provisions of the Laguna Hills Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Site shall at all times during the Term of this Agreement be used as a residential apartment project and none of the Housing Units shall at any time be utilized on a transient basis, nor shall the Housing Units or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, emergency shelter, supportive housing facility, transitional housing facility, hospital, nursing home, sanitarium or rest home, short-term or vacation rental, or be converted to condominium or cooperative ownership or tenantship. All of the community facilities and any social programs provided to the residents of the Housing Units shall be available at all times on an equal, non-discriminatory basis to residents of all Housing Units.

13. Duration of Affordability Restrictions and Requirements. The Affordable Units and the Site shall be permanently operated for the duration of the Term of this Agreement.

14. Indemnity. To the fullest extent permitted by law, Affordable Housing Developer shall, at its expense, defend (with counsel acceptable to City and subject to approval by Affordable Housing Developer), indemnify, and hold harmless City, and its officers, agents, employees, attorneys and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with Affordable Housing Developer's ownership, construction, operation, management, marketing, leasing, or operation of the Site and/or the Affordable Units, Affordable Housing Developer's evaluation and determination of a Tenant Household's gross income, or Affordable Housing Developer's failure to perform any obligations as and when required by this Agreement, except for such liability arising from the gross negligence or willful misconduct of City. The provisions of this Section 14 shall survive the expiration or earlier termination of this Agreement.

15. Covenants Run with the Land; Priority. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the improvements on the Site, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof.

16. **Mortgage Protection**. No breach or default under this Agreement shall defeat, terminate, extinguish, render invalid or otherwise affect the lien of any junior mortgage or deed of trust encumbering the Site or any part thereof or interest therein; provided, however, that any successor in interest to the Site shall be bound by this Agreement, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

17. **Default**. An event of default occurs under this Agreement when: (a) there is a breach of any condition, covenant or promise set forth herein; (b) written notice thereof has been given to the defaulting Party; and (c) such breach has not been cured within thirty (30) days after such notice was given to the defaulting Party or, if such breach cannot reasonably be cured within such thirty (30) day period, the defaulting Party fails to commence to cure the breach and/or fails thereafter to diligently proceed to complete such cure. A waiver by either Party of any such breach shall not be construed as a waiver of any succeeding breach of the same or other condition, covenant or promise.

18. **Remedies**. The occurrence of an event of default hereunder shall give the non-defaulting Party the right to proceed with any and all remedies available at law or equity. Such remedies may include an action for damages, an action or proceeding for specific performance, and/or an action or proceeding for injunctive relief. Such actions or proceedings may require the defaulting Party to pay damages, to perform its obligations and covenants under this Agreement, and to enjoin and cease and desist from acts which may be unlawful or in violation of the provisions of this Agreement.

19. **Additional Remedies for Certain Defaults; Remedy For Excessive Rent Charge**.

(A) It shall constitute a default for the Affordable Housing Developer to charge or accept for any Restricted Income Unit rent amounts in excess of an Affordable Rent for Restricted Income Households. In the event that the Affordable Housing Developer charges or receives such higher rental amounts, in addition to any other legal or equitable remedy that the City shall have for such default, the Affordable Housing Developer shall be required to pay to the City an amount equal to the difference between the rent that should have been charged and the amount of the rent received from the Tenant Household, plus interest compounded at the maximum rate allowable for judgments.

(B) It shall also constitute a default for the Affordable Housing Developer to fail to rent any of the required Extremely Low Income Units to an Extremely Low Income Household, to knowingly (or without investigation as required herein) to knowingly (or without investigation as required herein) initially rent any Restricted Income Unit to a tenant who is not a Restricted Income Household. In the event the Affordable Housing Developer violates this provision, in addition to any other remedy at law or equity that the City shall have for such default, the Affordable Housing Developer, for each separate violation, shall be required to pay to the City an amount equal to the total rent the Affordable Housing Developer received from such ineligible tenant, plus interest compounded at the maximum rate allowable for judgments.

20. **Attorneys' Fees and Costs**. In addition to any other remedies provided hereunder or available pursuant to law, if either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

21. **Rights and Remedies Cumulative**. The rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

22. **Time of Essence**. Time is expressly made of the essence with respect to the performance by City and Affordable Housing Developer of each and every obligation and condition of this Agreement.

23. **Governing Law and Venue**. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California or in the Federal District Court for the Central District of California.

24. **Headings; Construction; Statutory References**. The headings of sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Laguna Hills shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

25. **Third Party Beneficiaries**. No persons or entities other than the Parties and their successors and assigns shall have any right of action under this Agreement.

26. **City Approvals and Actions**. Whenever any approval, notice, direction, consent or request by City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City Manager.

27. **Successor and Assigns**. This Agreement shall run with the land, and all of the terms, conditions, restrictions, and covenants contained in this Agreement shall be binding upon Affordable Housing Developer, City, their permitted successors and assigns, and all successors in interest to all or any portion of the Site or the Project. Whenever the terms "Affordable Housing Developer" or "City" are used in this Agreement, such terms shall include any other successors and assigns as herein provided. Not later than thirty (30) days prior to a transfer of any interest in the Site or the Project or any interest in Affordable Housing Developer, Affordable Housing Developer shall provide written notice to the City of such transfer.

28. **Notices**. Any approval, disapproval, demand, document or other notice which either Party may desire to give to the other Party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing in the United States first-class mail, postage prepaid, or (iv) by email, with confirmation of receipt to the intended recipient, addressed to the address of the Party as set forth below, or at any other address as that Party may later designate by notice:

If to the City: City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653
Attn: City Manager
Email: _____

If to the Affordable Housing Developer: _____
_____
_____
Attn: _____
Email: _____

29. **Amendment**. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party. Each alteration, change, or modification to this Agreement shall be recorded against the Site in the Official Records of Orange County, California. The City Manager is authorized to enter into amendments of this Agreement on behalf of the City.

30. **Severability**. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

31. **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, 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.

32. **Project as a Private Undertaking**. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Affordable Housing Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City

neither undertakes nor assumes any responsibility or duty to Affordable Housing Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Affordable Housing Developer and its employees are not employees or agents of City, and Affordable Housing Developer and its employees shall at no time pretend to be or hold themselves out as employees or agents of the City. Except as City may specify in writing, Affordable Housing Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

33. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, City and Affordable Housing Developer have executed this Development Agreement as of the date and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: _____
_____,
City Manager

ATTEST:

_____
_____,
City Clerk

APPROVED AS TO FORM:

_____
_____,
City Attorney

"AFFORDABLE HOUSING DEVELOPER"

_____,
a _____

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

All signatures to be acknowledged by a Public Notary

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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On _____, 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____
Notary Public

(seal)

EXHIBIT A

LEGAL DESCRIPTION OF SITE

EXHIBIT G

REASONABLE APPROVAL PROCESSING TIMES

[Pursuant to Subsection 22.1.1(C) (Administrative Delay]

Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
City Staff Review of Each Complete Phased Final Subdivision Map Submittal (Including City Plan Check of Map, Closure Calcs, and Title Report)	First Check: 20 Working Days Second Check: 15 Working Days Third and Subsequent Checks: 10 Working Days
County Review and Approval of Each Phased Final Subdivision Map	120 Days (Cumulative) **Includes the cumulative time for County staff review of all submittals and re-submittals of a Phased Final Map. Does not include periods of time Owner is making corrections between submittals.
City Council Consideration / Approval of Each Phased Final Subdivision Map (Following Approval by County and payment of fees)	30 days after approval of Phased Final Map by County, payment of fees, and Owner's execution of City Subdivision Improvement Agreement (if applicable), or at next regularly scheduled City Council meeting if more than 30 days after all of the above. **City approval of a Phased Final Map is contingent upon the Final Map being in compliance with all applicable conditions of approval and/or Owner's execution of a Subdivision Improvement Agreement and provision of acceptable security acceptable to City.
Public Property Encroachment Permit (Including City Plan Check of Improvement Plans)	First Check: 15 Working Days

Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
On-Site Grading Permits / On-Site Improvements (Including City Plan Check of Rough and/or Precise Grading Plans, Hydrology Study, WQMP, SSWMP, Improvement Plans, Hydraulic Analysis, Storm Drain Plans, etc.)	First Check: 20 Working Days
City Engineer Review of Surveyor's Pad Elevation Certificate and the Geotechnical Engineer's Final Soils Certification	First Check: 5 Working Days
City Plan Check Completion (Per Plan Type) --Building Plan Check --Construction and Staging Plan Review --Lighting and Photometric Plan Review --Waste Management Plan Review --Outdoor Dining / Patio Plan Review	First Submittal: 20 Working Days Second Submittal: 15 Working Days Third and Subsequent Submittals: 10 Working Days
City Building Permit Issuance	5 Working Days
Landscape Plan Compliance Review (LHMC Chapters 9-46 and 9-47)	First Submittal: 20 Working Days Second Submittal: 20 Working Days Third and Subsequent Submittals: 10 Working Days
Waste Reduction and Recycling Plan Review (LHMC Chapter 5-48)	First Submittal: 20 Working Days Second Submittal: 20 Working Days Third and Subsequent Submittals: 10 Working Days

Type of City or Other Agency Action, Approval, or Permit	**Reasonable Time Period for Processing and Acting on Request/Submittal/Application**
All Other Governmental Agency Permits/Approvals (i.e., approvals by governmental agencies other than City) ** County of Orange review of Phased Final Subdivision Maps addressed separately, above. **Other Governmental Agencies may include, but not be limited to, Orange County Fire Authority, Orange County Health Care Agency, El Toro Water District, Saddleback Valley Unified School District (payment of fees only), and the State of California (elevators). **Administrative Delay does not apply to review or approvals of utility companies or other agencies that are not governmental agencies, including, but not limited to, Southern California Edison, Southern California Gas Company, AT&T, etc.	90 Days (Cumulative) **Includes the cumulative time for Agency review following submission of an initial complete application to the Agency for which a permit or ministerial approval is requested. Does not include periods of time Owner is making corrections between submittals.

EXHIBIT H

PROCEDURES AND REQUIREMENTS FOR PREPARATION, SUBMITTAL, REVIEW, APPROVAL, AND INSTALLATION OF PUBLIC ART

This **Exhibit H** sets forth the procedures and requirements for preparation, submittal, review, approval, and installation of Public Art for the Village at Laguna Hills Mixed Use Project (the "**2026 Project**") in accordance with Section 7.5 of the Development Agreement. The 2026 Project is an integrated mixed-use development on approximately 68 acres consisting of multiple components, including Public Art installations, which Owner contemplates developing in multiple phases over the Term of the Development Agreement. This **Exhibit H** is intended to establish procedures and requirements to ensure that the Public Art required in conjunction with the 2026 Project is installed in an integrated, thought-out, and cohesive manner consistent with the goals, objectives, and standards of the Specific Plan's "Public Art" provisions.

I. Owner's Public Art Obligation

A. Owner's Public Art Obligation. Section 7.5 of the Development Agreement provides that Owner shall furnish Public Art in connection with the 2026 Project and/or pay a Public Art In-lieu Fee with a combined minimum aggregate value of one-half percent (0.5%) of the total aggregate construction costs of the 2026 Project ("**Owner's Public Art Obligation**"). For this purpose, construction costs are based on the valuation as determined by the City's Community Development Director and indicated on the building applications submitted in order to obtain permits for construction of all of the 2026 Project components. City will determine the portion of Owner's Public Art Obligation attributable to each discrete 2026 Project component at the time City receives an application for permits for construction of such 2026 Project component by multiplying the construction cost of such 2026 Project component, as determined by City, by one-half percent (0.5%) ("**Component Public Art Obligation**"). The sum at any point in time of the Component Public Art Obligation for each building permit that has been approved and/or applied for is referred to herein as "**Owner's Accrued Public Art Obligation**."

B. In-Lieu Payment Contribution. Pursuant to Section 7.5 of the Development Agreement, the Parties have agreed that Six Hundred Fifty Thousand Dollars ($650,000) of Owner's Public Art Obligation will be satisfied by the Three Hundred Thousand Dollar ($300,000) credit and Three Hundred Fifty Thousand Dollar ($350,000) nonrefundable advance described in Section 10.4 of the Development Agreement (collectively, "**Owner's In-Lieu Payment Contribution**"). Owner and City agree that Owner's In-Lieu Payment Contribution correlates to a total aggregate construction cost of One Hundred Thirty Million Dollars ($130,000,000) [$650,000 / 0.5% = $130,000,000].

C. Actual Art Obligation. Pursuant to Section 7.5 of the Development Agreement, the Parties have agreed that that portion of Owner's Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) must be satisfied through the actual provision of Public Art on the Property ("**Owner's Actual Art Obligation**"). Unless otherwise proposed by

Owner and included as a requirement within the Conceptual Project Art Program approved pursuant to Section II, Owner and City agree that Owner's Actual Art Obligation will not be triggered until the estimated total aggregate construction cost of 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000). Consistent with the Specific Plan, expenses that may be attributed to Owner's Actual Art Obligation include the artist fee for design and fabrication, mountings and bases for installation of the artwork, and lighting that is integral to the artwork, but do not include landscaping surrounding the art, delivery expenses, or installation costs. That portion of Owner's Accrued Public Art Obligation that exceeds Six Hundred Fifty Thousand Dollars ($650,000) is referred to herein as "**Owner's Accrued Actual Art Obligation**."

II. Conceptual Project Art Program

A. Conceptual Project Art Program Required. Before the first building permit for any building in the 2026 Project is issued, Owner shall prepare, submit, and obtain City approval of a concept Public Art program for the entire 2026 Project (the "**Conceptual Project Art Program**"). All Public Art that is thereafter constructed and installed on the Property must be consistent with the approved Conceptual Project Art Program.

B. Conceptual Project Art Program Components. The Conceptual Project Art Program shall include the following components:

1. Goals and Objectives. A description of the goals and objectives of the Conceptual Project Art Program.

2. Theme. A description of the proposed theme of the Public Art to be installed on the Property.

3. Standards. Standards governing type, media, materials, size, scope, and content of Public Art to be installed on the Property. All standards should be consistent with the Specific Plan provisions for Public Art. Owner shall consider the following when developing proposed standards for Public Art installations:

a. Relevance of the artwork to the City, its values, culture, and people;

b. Suitability of the artwork for outdoor display, including its maintenance and conservation requirements.

c. Relationship of the artwork to the site, especially how it serves to activate or enhance public space.

d. Appropriateness of the scale of the artwork.

e. Community standards of decency;

f. Construction and material standards for Public Art set forth in the "Public Art" provisions of Section V of the Specific Plan. Pursuant to the Specific Plan, permissible types of Public Art include, but are not limited to, sculptures, paintings, graphic arts, mosaics, photographs, fountains, decorative arts, and the preservation of historical or cultural resources. The Specific Plan also requires that artwork be constructed of durable, long-lasting materials that can withstand outdoor display and require low maintenance. Recommended materials include bronze, stainless steel, high-grade aluminum or hard stones. In addition, the Specific Plan states that artworks incorporating water features must be designed so that the artwork can stand on its own should the water cease to function properly.

4. Location. A description and depiction of the locations where Public Art is anticipated to be installed and standards for locating Public Art. Consistent with the Specific Plan, Public Art installations (i) should be located in places that are open and easily accessible to the public; (ii) should be prominently placed within the Property; (iii) should be oriented toward the pedestrian experience of the 2026 Project and/or located within the Village Park; and (iv) should not be sited near monument signs, walls, benches, or utility boxes, since these structures may block viewing the art and diminish the aesthetic value of the artwork.

5. Criteria for Selection of Artists. A description of how artists commissioned to create or fabricate original art for the 2026 Project shall be selected and the criteria that shall be used to select artists. Pursuant to the Specific Plan, artists selected must have experience in design concepts, fabrication, installation and long-term durability of large-scale outdoor artworks, and be approved by the City's Planning Agency prior to selection. Owner may, but is not required, to include a list of proposed artists and their qualifications as part of the Conceptual Project Art Program.

6. Drawings and Illustrations. Owner is encouraged to include concept drawings, illustrations, and/or visual examples depicting the type, nature, size, scale, and location of the types of Public Art envisioned by the Conceptual Project Art Program. At Owner's option, Owner may include illustrations of specific proposed Public Art installations.

7. Phasing Plan. A phasing plan for the funding and installation of Public Art.

a. The phasing plan shall provide for the funding and installation of Public Art on the Property within timeframes consistent with the anticipated phasing of the 2026 Project components and infrastructure and shall establish outside dates within the Term of the Development Agreement by which Public Art installations at specified locations or areas of the Property shall be completed. At a minimum, the phasing plan shall ensure that Public Art with a minimum value equal to or exceeding the amount of Owner's Accrued Actual Art Obligation attributable to the 2026 Project components Owner is required to Develop in Phase One shall be installed prior to the date Owner is required to

Complete Construction of such required Phase One components pursuant to Subsection 5.4.1 of the Development Agreement.

b. If the phasing plan contemplates that funds will be accumulated within a Public Art Fund established pursuant to Section V to facilitate the financing and planning of larger Public Art installations serving the 2026 Project, it shall address the anticipated amounts needed to fund such Public Art installations, the anticipated timing of completion of such Public Art installations, and any applicable requirements or limitations with respect to deposits to or withdrawals from the Public Art Fund for such Public Art installations.

c. The phasing plan shall address how Owner's In-Lieu Payment Contribution shall be applied to satisfy Owner's Public Art Obligation in relation to the sequence of issuance of building permits for construction of 2026 Project components. Unless otherwise proposed by Owner and included as a requirement within the approved Conceptual Project Art Program, Owner is not required to install any Public Art until the estimated total aggregate construction cost of 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000). Notwithstanding the foregoing, at Owner's option, the phasing plan may require the installation of Public Art in conjunction with the construction of 2026 Project components before the estimated total aggregate construction cost of the 2026 Project components exceeds One Hundred Thirty Million Dollars ($130,000,000).

d. At Owner's option, the phasing plan may include requirements for the funding and/or installation of Public Art in conjunction with the development of specific parcels of the Property and/or components of the 2026 Project, which shall be binding on and enforceable against future transferees, assignees, and developers.

8. Maintenance Standards. Proposed minimum maintenance standards for Public Art that is installed on the Property.

9. O&M Funding and Implementation. A description of the mechanism through which operation and maintenance of Public Art installed on the Property shall be funded and implemented for the life of the 2026 Project.

C. Review and Approval by Planning Agency. The Conceptual Project Art Program shall be subject to review by the City's Planning Agency for conformance with the requirements and goals of the Specific Plan's Public Art provisions. Owner understands and agrees that approval of Owner's submitted Conceptual Project Art Program is subject to the discretionary approval of the City's Planning Agency, subject to applicable limits of state and federal law.

D. Amendments. The Conceptual Project Art Program may be amended from time to time with the approval of the City's Planning Agency.

III. Final Art Submittals

A. Final Art Submittal Required. Before fabricating and installing any piece of Public Art, Owner must prepare, submit, and obtain City approval of final plans and specifications for such Public Art ("**Final Art Submittal**").

B. Required Content of Final Art Submittals. Each Final Art Submittal shall describe and demonstrate how the proposed Public Art is consistent with the approved Conceptual Project Art Program and the Specific Plan and shall include, without limitation, detailed plans and specifications, schematics, and descriptions of the type, size, medium/material, location, content, and value of the proposed Public Art, a description of the proposed artist(s), a proposed timeline for installation of the Public Art, and a complete application for any Subsequent Development Approvals required for installation of the Public Art. More than one Public Art installation may be combined in a single Final Art Submittal.

C. Review and Approval by Planning Agency. The design, artist, type, size, medium, location, content, estimated value, and timeline for installation of each Public Art installation shall be subject to review by the City's Planning Agency for consistency with the Conceptual Project Art Program and conformance with the requirements and goals of the Specific Plan's Public Art provisions. Owner understands and agrees that approval of each Final Art Submittal is subject to the discretionary approval of the City's Planning Agency, subject to the applicable limits of state and federal law; provided, however, that the Planning Agency may not deny or impose conditions on a proposed Final Art Submittal based on aspects of the proposed Public Art that conform to the Conceptual Project Art Program approved by the Planning Agency.

IV. Installation of Approved Public Art

A. Obligation. Owner shall install approved Public Art within the timeframes set forth in the Conceptual Project Art Program phasing plan and each Final Art Submittal approved by the City's Planning Agency.

B. Time Extensions. Time extensions not exceeding six (6) months may be approved by the City Manager, in his or her reasonable discretion. Time extensions exceeding six (6) months shall require approval of the Planning Agency, in its reasonable discretion.

C. Excusable Delay. The timeframes in which Owner is required to install Public Art shall be subject to extension for periods equal to the duration of any Excusable Delay pursuant to Section 22.1 of the Development Agreement.

D. Withholding of Permits for Noncompliance. In addition to any other remedies available to City, Owner's failure to complete installation of Public Art within required timeframes shall entitle City to withhold future building permits or certificates of occupancy for the 2026 Project until Public Art of a value equal or exceeding the amount of Owner's Accrued Actual Art Obligation has been installed.

V. Public Art Fund

A. Establishment of Public Art Fund. Rather than installing a separate Public Art installation in conjunction with the construction of each building to satisfy Owner's Actual Art Obligation, Owner may accumulate funds in a fund held in trust by the City (the "**Public Art Fund**") to facilitate the financing and planning of larger Public Art installations serving the 2026 Project as provided in the approved Conceptual Project Art Program.

B. Effect of Deposits into Public Art Fund. Subject to any applicable requirements or limitations set forth in the approved Conceptual Project Art Program, deposits by Owner into the Public Art Fund in an amount equal to one-half percent (0.5%) of the estimated construction cost of any discrete 2026 Project component, as determined by City, shall permit Owner to obtain building permits and/or certificates of occupancy for such 2026 Project component prior to approval of Final Art Submittals for, and/or installation of, specified Public Art installations. Such deposits into the Public Art Fund shall not be deemed to satisfy or excuse Owner's obligation under the Development Agreement to install actual Public Art.

C. Withdrawals from Public Art Fund. Following approval by the City's Planning Agency of a Final Art Submittal for a Public Art installation intended to be financed with funds held in the Public Art Fund, Owner may withdraw funds from the Public Art Fund in an amount up to the estimated value of the Public Art installation, as determined by the Planning Agency in conjunction with approval of the Final Art Submittal. Consistent with the Specific Plan, allowable expenses attributable to the value of a Public Art installation include the artist fee for design and fabrication, mountings and bases for installation of the artwork, and lighting that is integral to the artwork, but do not include landscaping surrounding the art, delivery expenses, or installation costs.

D. Forfeiture in the Event of Expiration, Termination, or Cancellation of Development Agreement. In the event the Development Agreement expires or is terminated or cancelled pursuant to the terms of the Development Agreement, and Owner's Accrued Actual Art Obligation has not been satisfied by the date of such expiration, termination or cancellation, that portion of the funds, if any, held in the Public Art Fund equal to the difference between Owner's Accrued Actual Art Obligation and the value of Public Art that has actually been installed shall be forfeited to the City and deposited into City's Public Art In-Lieu Fund.

VI. Project Building and Occupancy Permits

A. Building Permits. In order to be entitled to issuance of a building permit for any discrete 2026 Project component, Owner must demonstrate that the combination of (1) the value of specific Public Art installations already approved by the City's Planning Agency; and (3) the amount deposited by Owner into a Public Art Fund to fund larger Public Art installations serving the 2026 Project pursuant to the approved Conceptual Project Art Program.

B. Certificates of Occupancy. In order to be entitled to issuance of a final certificate of occupancy for any building in the 2026 Project, Owner must demonstrate that it is in

compliance with the timeframes for installation of Public Art set forth in the Conceptual Project Art Program phasing plan and all approved Final Art Submittals.

The Village at Laguna Hills

Attachment 4 - 13

City Council and Planning Agency Joint Public Hearing, July 14, 2026

Attachments 4 – 13 for the Village at Laguna Hills staff report can be viewed and downloaded at:
https://lagunahillsca.gov/176/Village-at-Laguna-Hills-Project-Document