

RESOLUTION NO. 2018-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, CALIFORNIA, APPROVING AN AMENDED AND RESTATED DECLARATION OF RESTRICTIONS TO CLARIFY THE MAINTENANCE RESPONSIBILITIES OF THE DEVELOPER FOR ALL TRAILS, OPEN SPACE, STREETS, HABITAT, AND OTHER PUBLIC AMENITIES LOCATED ON THE TRUMP NATIONAL GOLF CLUB PROPERTY AND CERTAIN CITY-OWNED PROPERTY, AND TO EXTEND THE TERM IN PERPETUITY OF THE ORIGINAL DECLARATION OF RESTRICTIONS.

WHEREAS, on June 1, 1992, the City Council of the City of Rancho Palos Verdes (the "City") adopted Resolution No. 92-53, certifying Environmental Impact Report (EIR) No. 36 and adopted Resolution Nos. 92-54, 92-55, 92-56, 92-57, approving Vesting Tentative Tract Map Nos. 50666 and 50667, Tentative Parcel Map Nos. 20970 and 23004, Conditional Use Permit Nos. 162 and 163, Coastal Development Permit No. 103 (the "CDP"), and Grading Permit No. 1541 for a Residential Planned Development, an 18-hole public golf course, and public open space on an approximately 261.4 acre property located in the City (the "Property") for what is now known as the Trump National Golf Club Project (the "Project"), owned by VH Property Corp. (the "Developer") and VHPS, LLC (the "Owner"); and,

WHEREAS, on November 5, 1997, the City Council approved a Development Agreement with the Developer's predecessor-in-interest, which was recorded on December 8, 1997 in the Official Records of Los Angeles County ("Official Records") as Instrument No. 97-1929840 ("Original Development Agreement"), pursuant to which original developer ("Original Developer") was granted certain vested rights to develop the Project; and,

WHEREAS, in connection with, and as a condition to, the City's approval of the Original Development Agreement, the Original Developer executed and recorded a Declaration of Restrictions ("Maintenance Agreement") against the Property in order to, among other things, provide for the Original Developer's (and any successor-in-interest of Original Developer to the Property) obligations to maintain certain public amenities, habitat conservation areas, trails, paths, parks, and open space areas located on the Property and on City-owned property; pay certain taxes to the City; and establish and implement a monitoring system for ground water and geologic stability for the Property and recommendations by the City Geologist; and,

WHEREAS, the Original Development Agreement is proposed to be amended and restated in order to, among other things, to clarify and consolidate, under one agreement, all of the previously-approved changes and conditions to the development of the Project that have occurred over the last 21 years, and to extend the term of the Original Development Agreement; and,

WHEREAS, in connection with the amendment and restatement of the Original Development Agreement, the Maintenance Agreement is proposed to be amended and restated in order to, among other things, update and clarify the Developer's maintenance obligations with respect to the Property and certain City-owned property, including to Shoreline Park and the Switchbacks (also known as the San Ramon Reserve of the Palos Verdes Nature Preserve), and to extend the term of the Maintenance Agreement and the obligations of the Developer (and any subsequent owner of the Property) under the Maintenance Agreement into perpetuity, as set forth in the Amended and Restated Declaration of Restrictions attached hereto as Exhibit A; and,

WHEREAS, after review and consideration, the City Council has determined that it is in the best interest of the City and for the common benefit of residents and visitors, for the Amended and Restated Declaration of Restrictions to be approved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: The above recitals are true and correct and are hereby incorporated into this Resolution as set forth herein.

Section 2: The City Council hereby approves the Amended and Restated Declaration of Restrictions attached hereto as Exhibit A, along with any minor, non-substantive changes and modifications to the Amended and Restated Declaration of Restrictions that may be approved by the City Attorney and Director of Community Development.

Section 3: The Mayor, City Manager, and City Clerk or their designees, are authorized and directed to take such actions and execute such documents as may be necessary to implement and affect execution, recordation and enforcement of this Resolution.

PASSED, APPROVED, and ADOPTED this 4th day of September 2018.

Mayor:

Susan Brooks

ATTEST:

City Clerk

I, Emily Colborn, City Clerk of the City of Rancho Palos Verdes, do hereby certify that the above Resolution No. 2018-___, was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on September 4, 2018.

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EXHIBIT "A"

Amended and Restated Declaration of Restrictions

[Attached]

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

This **AMENDED AND RESTATED DECLARATION OF RESTRICTIONS** ("**Declaration**") is made on _____, 2018, by **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"), and **VHPS, LLC**, a Delaware limited liability company ("**VHPS**", together with Developer, collectively, "**Owners**") in favor of the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("**City**", collectively with Owners, the "**parties**").

RECITALS

A. The Owners collectively own in fee title that certain real property located in the City of Rancho Palos Verdes, California, more particularly described and/or depicted on Exhibit A-1 attached hereto (the "**Property**") except for those portions thereof that previously were, or will be dedicated to City or other governmental agencies, including, without limitation, the property granted and/or dedicated to the City pursuant to (i) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 20110719711, (ii) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records as Instrument No. 20110719715, (iii) that certain Amended and Restated Irrevocable Offer to Dedicate Fee Title, dated August 22, 2000, and recorded on October 17, 2000 in the Official Records as Instrument No. 00-1613039, which was subsequently amended pursuant to that certain Amendment to Documents, recorded in the Official Records on October 23, 2000 as Instrument No. 00-1649980 (as so amended, the "**Offer of Dedication**"), which Offer of Dedication has been accepted by the City pursuant to that certain Certificate of Acceptance, executed by the City, and recorded in the Official Records on _____, 2018 as Instrument No. _____, (iv) that certain Grant Deed, made by Developer in favor of City, for the property known as "Lot H", which was recorded in the Official Records on _____, 2018, as Instrument No. _____, (v) that certain Grant Deed, made by Developer in favor of City, for the property known as the Flagpole Lot, which was recorded in the Official Records on _____, 2018, as Instrument No. _____ (the "**Flag Pole Deed**"), and (vi) Final Tract Map Nos. 50666 and 50667 (all of the foregoing documents and agreements, collectively, the "**Property Dedication Documents**"). Separately, certain easement rights to other portions of the Property have been or will be granted or dedicated to

the City, including, without limitation, pursuant to (i) that certain Easement Deed, by Developer in favor of City, recorded on February 8, 2006 in the Official Records as Instrument No. 06-0295375, (ii) that certain Irrevocable Offer to Dedicate Public Trail Easement and Declaration of Restrictions executed by Ocean Trails, L.P. and recorded on December 19, 1997 as Instrument Number 97-1999962 of the Official Records, as amended by certain documents recorded in the Official Records on October 17, 2000, October 23, 2000, September 28, 2006, March 28, 2007, and _____, 2018, as Instrument Nos. 00-1613038, 00-1649980, 06-2156248, 2007-0716114, and _____, respectively, which offer of dedication has been accepted by the City pursuant to that certain Certificate of Acceptance, executed by the City, and recorded in the Official Records on _____, 2018 as Instrument No. _____, (iii) that certain Easement Agreement, by Owners in favor of City recorded in the Official Records on _____, 2018 as Instrument No. _____, and (iv) Final Tract Map Nos. 50666 and 50667 (all of the foregoing documents and agreements, collectively, the "**Easement Dedication Documents**").

B. The "Zuckerman Entities" and Palos Verdes Land Holding Corporation, L.P., a California limited partnership (collectively, "**Original Developer**"), as predecessors in interest to Owners, originally executed that certain Declaration of Restrictions, dated November 20, 1997, and recorded against the Property on December 8, 1997 in the Official Records as Instrument No. 97-1929842 ("**Original Declaration**"), pursuant to which Original Developer agreed to, among other things, maintain certain public amenities, habitat conservation areas, trails, parks, and open space areas, pay certain taxes to the City, and establish and implement a monitoring system for ground water and recommendations from the City Geologist. The Original Declaration was executed and recorded in connection with that certain Development Agreement, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records as Instrument No. 97-1929840 ("**Original Development Agreement**"), pursuant to which Original Developer was granted certain vested rights to develop a project on the Property, which consisted of a residential planned development and an eighteen-hole public golf course and golf clubhouse (commonly referred to as the Ocean Trails Project and now known as the Trump National Golf Club Project) and associated amenities, as more specifically described in the Original Development Agreement ("**Project**"). Concurrently herewith, the Original Development Agreement is being amended and restated in its entirety to address certain changes and modifications to the development plans for the Project and the understandings between the City and the Owners regarding the Project (such amended and restated Development Agreement, the "**Restated Development Agreement**").

D. As a condition to the City's approval of the final map for Vesting Tentative Tract Map No. 50666 for the completion of construction of the Project and the City's execution and recordation of the Restated Development Agreement, the City is requiring that Owners record this Declaration to vacate, amend and restate the Original Declaration in its entirety to address, among other things, changed assumptions and conditions for development of the Project, including, without limitation, the revised development plans for the Project, the taxes and fees imposed on the Golf Course (as defined below), the Owners' maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails,

streets, paths, open spaces, public facilities and amenities, park spaces, fire breaks, drainage systems, fencing, planting and landscaping, and other areas and improvements located on the Property and the City Property (as defined below), all as more particularly set forth below and in the Property Dedication Documents and Easement Dedication Documents.

E. The Owners have elected to comply with such condition being imposed by the City by executing and causing to be recorded this Declaration.

NOW THEREFORE, the Owners hereby agree to vacate, amend and restate the Original Declaration in its entirety as follows and to create the following restrictions on the use and enjoyment of the Property:

1. Agreements of Owners. Owners (while they are the fee owners of those parcels of the Property which comprise the golf course located on the Property ("**Golf Course**") and any subsequent owner(s) of those parcels of the Property which comprise the Golf Course hereby agree as follows:

1.1. Owners shall pay to City the tax imposed pursuant to Chapter 3.40 of the Rancho Palos Verdes Municipal Code ("**Municipal Code**"), as set forth on Exhibit B, hereto, attached hereto even if said tax is determined by a court of competent jurisdiction to be invalid by virtue of Proposition 62 or any other applicable law.

1.2 Section 3.40.020 of the Municipal Code defines "golf fees as "the consideration charged, whether or not received, for the use of a golf course or driving range, whether to be received in money, or in any other form including, without limitation, services, credits, goods, or labor of any kind or nature, without any deduction therefrom." Thus, golf fees do not include fees or charges for other services or items that are required to be used or rented in order to play golf at a golf course or driving range, such as, for example, the use of a golf cart, caddy or locker. Section 3.40.030 of the Municipal Code requires each user of the Golf Course to pay a tax to the City in the amount of ten percent (10%) of the golf fees charged by the operator of the Golf Course, as defined in Section 3.40.020. Section 3.40.040 requires the Golf Course operator to collect the golf tax from users of the Golf Course, and Section 3.40.050 requires the Golf Course operator to remit the tax to the City.

(a) Owners (or their predecessors-in-interest) previously advised the City that they require anyone wishing to play golf at the Golf Course to rent a golf cart from the Trump National Golf Course, and that the fee to rent the golf cart is included within the golf fees that currently are being charged to a user of the Golf Course. Since the fee to rent the golf cart, and any other fee that is charged for a similar service or item that is required to be used in order to play golf, are not within the definition of "golf fees", as defined by the Municipal Code, these other fees are not subject to the golf tax. Accordingly, if the golf fees include items that are required to play golf but are not subject to the golf tax, then it is appropriate to reduce the amount of the golf tax that Developer collects from users of the Golf Course by an amount that corresponds to the charges for the additional required items or services, as

set forth herein, so that the appropriate amount of tax is established, collected from the users and paid to the City.

(b) Developer may include within the golf fees that are charged for the use of the Golf Course fees for other services or goods that are required to be used or rented in order to use the Golf Course, such as a golf cart or caddy. When Developer includes fees and charges for additional services or items that are required to use the Golf Course within the golf fees that are charged to use the Golf Course, the amount of the golf fees to which the City's ten percent (10%) tax is applied is hereby reduced by twenty-five percent (25%).

(c) In no event shall Developer include within the golf fees charges for any other items or services that are not required to be used to play golf, such as the purchase of items at the pro shop, the purchase of food at the restaurant, or the use of the catering facility. If Developer combines the opportunity to play a round of golf with any other unrelated service, then for purposes of computing the tax that is imposed pursuant to Chapter 3.40 of the Municipal Code, the charge for the round of golf shall be imputed at the standard fee that Developer charges to play a round of golf, without any discount, promotion or combination of services.

(d) If Developer does not include within a fee that is charged to use the Golf Course all additional fees or charges for items that are required to play golf at Trump National Golf Course, and those items are charged separately to the user of the Golf Course, then the provisions of this Section 1.2 are not applicable to that fee, and Developer shall collect and pay to the City the full amount of the ten percent (10%) golf tax without the twenty-five percent (25%) reduction authorized by subsection 1.2(b), above. Furthermore, the total of all of the additional fees or charges for items that are required to play golf at the Trump National Golf Course, which Developer charges separately to the user of the Golf Course, shall not exceed twenty-five percent (25%) of the golf fee that is charged to the user to use the Golf Course.

1.3 Owners and any subsequent owner(s) of the portions of the Property that comprise the Golf Course shall maintain, manage, and improve and enhance (such improvement and enhancement obligations, however, shall be limited to the extent required under the Project CEQA Environmental Documentation (as defined in the Restated Development Agreement), the HCP (as defined below), Implementing Agreement (as defined below), any separate agreement among or in favor of the parties, and the Conditions of Approval (as defined below) for the Project), to City's reasonable satisfaction, the streets, parkways, medians, paths, trails, park areas, open space areas, parking areas, and fire and emergency access lanes located on the Property and off-site, including on public rights-of-way and certain property owned by the City (including, without limitation, property owned by the City pursuant to the Property Dedication Documents and Easement Dedication Documents, and as shown on Exhibit A-2, attached hereto) (all such City-owned property, the "**City Property**"), and any improvements, public facilities, and/or amenities located thereon, including, without limitation, all fences; signs; planting, vegetation, and landscaping; furniture; railings; benches; walls; trash and recycling

containers; drinking fountains; tables; comfort stations; decks; restrooms; handicap facilities; bridges; utilities; drainage, sewer, storm drain, and irrigation systems; monitoring and dewatering wells (and upon request of City, shall convert any such monitoring wells into dewatering wells) and other devices located on- or off-site to control the level of the ground water or enhance the geologic stability of the Property and/or City Property; the three (3) on-site public parking lots; the public restroom at the Golf Course clubhouse; and the fire access lane abutting the Ocean Terraces Condominiums; and all similar improvements, features, and facilities, and shall ensure the provision of sufficient financial support for same (all such obligations, collectively, the "**Maintenance Obligations**"). The Maintenance Obligations and the area subject to the Maintenance Obligations are also separately described and/or shown in part in the (i) HCP, (ii) conditions of approval issued by City and the California Coastal Commission for the Project, including, without limitation, those set forth in the Coastal Development Permit for the Project (CDP No. A-5-RPV-93-005-A24) and those set forth on Exhibit F, attached hereto, and any further modifications or changes to such conditions of approval (the "**Conditions of Approval**"), (iii) Landscaping and Irrigation Plan approved by the City entitled "Trump National Golf Club Lot 'D' Fire Buffer Area," dated [____], 2018, and the related Fencing Plan, (iv) map entitled "Ownership of Open Space Lots and Public Trail Easements Tract 50666 and Tract 50667," dated [____], 2018 ("**Dedication Map**"), attached hereto as Exhibit C, which was approved by the City, (v) map entitled "Public Amenities Plan, Trail and Signage Tract 50666 and Tract 50667, dated [____], 2018 (the "**Final Public Amenities Plan**"), attached hereto as Exhibit D, which was approved by the City on [____], 2018], (vi) Property Dedication Documents, (vii) Easement Dedication Documents, (viii) License Agreement (Switchbacks Area and Other City Property), dated on or about the date hereof, between the City and the Owners, and recorded against the Golf Course Property, and (ix) First Amendment to Shoreline Park License Agreement, dated on or about the date hereof, between the City and Owners, and recorded against the Golf Course Property. In the event that any replacement or repair work is required for any of the existing fencing or signage on the Property or on the City Property from time to time, written approval from the City's Director of Community Development approval shall be required for the type of fencing or signage, materials used, and the color of the repaired or replacement fencing or signage. Notwithstanding anything to the contrary set forth in the Property Dedication Documents and/or Easement Dedication Documents, except as provided under the following paragraph and Section 2 below, it is the intent of this Declaration that any and all Maintenance Obligations shall be performed by the Owners regardless of the City's ownership of the property and easements subject to such Maintenance Obligations, and in the event of any conflicts between the terms and provisions under the Property Dedication Documents and/or Easement Dedication Documents and the terms and provisions under this Declaration, the terms and provisions set forth under this Declaration shall prevail.

Notwithstanding anything to the contrary set forth in this Section 1.3, any or all of the obligations imposed on Owners hereunder may be delegated and/or transferred to Palos Verdes Peninsula Land Conservancy ("**PVPLC**"), provided that (i) the City has issued a written approval therefor, which approval may be withheld in its sole and absolute discretion, (ii) the Coastal Commission has approved the delegation and/or transfer of such obligations, (iii) Owners (or their successors-in-interest) provide

sufficient financial security and all required funding necessary for PVPLC to assume such obligations, (iv) the City is provided with a satisfactory form of assignment and assumption agreement between Owner(s) and PVPLC for the transfer of such obligations, which shall be recorded in the Official Records, and (v) the parties have agreed to execute an amendment to this Declaration to provide for same.

If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill any material Maintenance Obligations as set forth in this Section 1.3 to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 8 below, City may commence proceedings to impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code. This paragraph shall not limit any other rights, remedies, or causes of action that City may have at law or equity to address said breach or to protect the public health and safety, including, but not limited to, stopping the water supply to the Golf Course.

1.4 Owners shall continue to implement, as determined by City in its reasonable discretion, all recommendations of the City Geologist regarding the geologic stability of the Property and/or the City Property, including, without limitation, the following:

(a) The recommendations under the "Geologic and Geotechnical Recommendations For Ocean Trails Grading Plan" prepared by Converse Consultants West;

(b) Implementation of the regular maintenance and review schedule which includes scheduled monitoring of the level of the ground water, inspection of the water hazards on the Golf Course to detect any leakage from the lake liners, inspections of the flow from each horizontal drain cluster, and inspections of the pressure of the Golf Course irrigation system, all of which must be and submitted to the Director of Community Development within fifteen (15) days of each inspection (the maintenance and observation records shall be evaluated on a regular basis by a Certified Engineering Geologist licensed by the State of California, as determined by City in its reasonable discretion);

(c) If, after measurement, the groundwater rises more than ten feet above the upper or lower bentonite bed in any well, immediate review shall be required by a Certified Engineering Geologist licensed by the State of California;

(d) Implementation of the recommendations of the Certified Engineering Geologist, which previously reviewed and inspected the Property, in its reporting on mitigation measures that should be taken to reduce the potential for surface or groundwater problems, including the scheduling for future inspections on-site;

(e) Maintaining and operating all monitoring and dewatering wells located on the Property and/or City Property (and upon request of City, shall convert such monitoring wells into dewatering wells) and other devices

located on-site to control the level of the ground water or enhance the geologic stability of the Property and/or City Property; and

(f) In the event the City Geologist determines that the existing manual for the maintenance and monitoring requirements, including a copy of the "As Graded Geologic Map" requires revision, in his or her reasonable discretion, revise the same to reflect any changes in the conditions on the Property and/or City Property.

If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course disagree with a recommendation or determination of the City Geologist, Owners shall raise their objection in writing and submit it to the City Manager or Director of Public Works within thirty (30) calendar days of written notice of said recommendation. City then shall cause at least one other geologist who is/are chosen by Owners and City to review the disputed issue and render a decision thereon. The decision of the reviewing geologist(s) shall be final.

1.5 Owners' Obligations Regarding the Flag Pole.

(a) Owners shall not (i) materially increase the height of the flag pole described under the Flag Pole Deed (the "**Flag Pole**") or the size of the flag(s) located thereon (the "**Flag**"), or (ii) place any Flag(s) on the Flag Pole other than a flag of the United States of America, in each case, without the prior written consent of the City.

(b) Owners hereby covenant and agree to maintain and repair, or cause to be maintained and repaired, the Flag and Flag Pole and all related on site improvements and landscaping on the property described under the Flag Pole Deed (the "**Flag Pole Property**"), in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and, in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owners' sole cost and expense. Such maintenance and repair shall include, but not be limited to, the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition. In addition, Owners shall be required to maintain the Flag and Flag Pole in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare, including without limitation area aesthetics, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of the Flag Pole Property.

2. Long Term Maintenance of Habitat Areas and Monetary Contributions.

(a) In conjunction with processing the Project and obtaining other permits required by other appropriate governmental agencies, including, but not limited to, the U.S. Fish and Wildlife Service ("**USFWS**"), Owners predecessors-in-interest processed a mitigation/restoration program for the preservation of and enhancement of certain areas both on-site and on certain

City Property (all such areas, the "**habitat conservation areas**"), which Owners are obligated to adhere to. The habitat conservation areas located on the Property and/or City Property are discussed at length in the Habitat Conservation Plan (known as the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan (PRT-799348)) which was approved by City and the applicable resource agencies, and which was amended pursuant to that certain Habitat Conservation Plan Amendment, approved by the City Council of City on July 18, 2000 (as so amended, and as the same may be hereafter amended or modified from time to time with the approval of the City and applicable resource agencies, the "**HCP**") as well as under that certain Implementing Agreement for the HCP, which was amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Implementing Agreement**").

(b) As set forth in the HCP and Implementing Agreement, the Owners, as successors to the interest of the original "Permittees" under the HCP, are obligated to provide the funds necessary to carry out the conservation measures within the HCP Plan Area (as defined under the HCP), which includes the property known as the "Switchbacks" area ("**Switchbacks Area**") and the property known as the "Shoreline Park" area ("**Shoreline Property**"), each of which are owned by the City. In order to enable the Project to be implemented and receive approval from the USFWS and the California Department of Fish And Game ("**DFG**"), the City previously granted certain offers to dedicate conservation easements over the Switchbacks Area and Shoreline Property to the DFG pursuant to (i) the Irrevocable Offer to Convey a Conservation Easement to the DFG recorded as Instrument Number 97-1990231 on December 18, 1997, (ii) the Irrevocable Offer to Convey a Conservation Easement to the DFG recorded as Instrument Number 97-1990232 on December 18, 1997, and (iii) the Irrevocable Offer to Convey a Conservation Easement to the DFG recorded as Instrument Number 00-1456233 on September 18, 2000 (collectively, "**Conservation Easements**"), which Conservation Easements have not yet been accepted by the DFG or California Department of Fish and Wildlife (as successor-in-interest to the DFG) ("**DFW**"). Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course, hereby agree to provide sufficient funding and financial support for the DFW or any assignee of the DFW's rights under the Easements (such as, for example, the PVPLC) as is reasonably necessary to fund the actual costs solely to monitor and ensure the habitat located on the property subject to the Conservation Easements is preserved and protected in perpetuity as set forth in the Conservation Easements.

(c) In addition, under the HCP, after the habitat is established, the City is to perform the long term maintenance of the habitat conservation areas. It is the intent of this Declaration that the Owners shall continue to perform City's long term maintenance responsibilities under the HCP, to City's

reasonable satisfaction. If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill the material maintenance obligations with respect to the habitat conservation areas under the HCP and the Implementing Agreement to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 7 below, City may (i) impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code, and/or (ii) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (iii) assume such maintenance obligations, and in addition to the taxes and fees to be paid pursuant to Sections 1.1 and 1.2 above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar (\$1.00) per round of golf (or any portion thereof) played on the Golf Course.

3. Conditions of Approval. Owners hereby acknowledge and agree to comply with all Conditions of Approval issued by City and/or the California Coastal Commission.

4. Indemnification.

4.1 Each of the Owners hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners, and representatives ("**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with Owners' obligations under this Declaration, including, without limitation, (i) obtaining City's approval of this Declaration and all documents related to this Declaration, and (ii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Owners' (or Owners' contractors, subcontractors, agents, employees or other persons acting on Owner's behalf ("**Owners' Representatives**") performance of their respective obligations under this Declaration and/or the negligence or misconduct of Owners or of Owners' Representatives which relate to the obligations under this Declaration. City shall not be liable for any damage to property of any Owners or of others located on the Property or the City Property for which Owners have maintenance and management responsibility therefore, nor for the loss of or damage to any property of any Owner or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property or, with respect to those conditions caused solely by the Owners' maintenance and management thereof, the portions of the City Property for which Owners have maintenance and management obligations for.

4.2 Nothing in this Section shall be construed to mean that Owners shall indemnify, hold City and City Indemnitees harmless and/or defend them to the

extent of any Claims arising from the negligence, willful misconduct or illegal acts of any of the City Indemnitees.

4.3 In the event that any Claim is filed against City or any City Indemnitees, City shall notify Owners of such Claim in a timely manner. Provided that each of the Owners have been permitted to select the legal counsel to represent such Owners and City in connection with such action, subject to approval by City, which shall not be unreasonably withheld, (i) Owners shall reimburse City for its costs and legal expenses incurred after the date of this Declaration in any such action, including, without limitation, its reasonable City Attorneys' fees and costs or other legal counsel in monitoring the action, and (ii) if in any such action there is an order, ruling, or judgment which includes a requirement that the City pay damages or reimburse any party for legal fees or costs incurred in connection with that action that the applicable Owner is required to indemnify against and/or pay for, each Owner hereby agrees that it will pay said damages, fees and costs. Notwithstanding the foregoing, it is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing; provided, however, that Owners' obligation to pay the reasonable defense costs of the City for separate representation by the City shall not be required to be paid until final judgment, including any appeals. City agrees to fully cooperate with Owners in the defense of any matter in which any Owner is defending and/or holding the City harmless. If City or any of the Owners determine that the legal counsel selected would have a conflict of interest in representing such Owner and City, then City may engage its own legal counsel to represent City in connection with such action, which shall be fully reimbursed by such Owner, provided that City defends the action in good faith and that its defense and legal costs are reasonable. Additionally, in such event, the applicable Owner shall not be required to enter into any settlement entered into by City without such Owner's consent unless the settlement (i) does not admit fault of the Owners, (ii) contains a release of the Owners, and (iii) does not require the payment of funds by Owners under the indemnity or otherwise. In the event of any litigation challenging the effectiveness of the Agreement, or any portion hereof, this Declaration shall remain in full force and effect while such litigation, including any appellate review, is pending.

4.4 These indemnification provisions shall survive the expiration or termination of this Declaration.

5. Insurance Obligations.

5.1 Insurance Policies. Without limiting Owners' indemnification obligations set forth above, Owners shall obtain, provide and maintain at its sole cost and expense during the entire term of this Declaration, the following policies of insurance which shall cover the City and all City Indemnitees. Owners shall provide certificates of insurance to City as evidence of the insurance coverage required herein.

(a) General Liability Insurance. A policy of comprehensive commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual

liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. A policy of automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owners arising out of or in connection with the maintenance obligations to be performed under this Declaration, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability Insurance. A policy of professional liability insurance that covers the maintenance obligations and activities to be performed in connection with this Declaration, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Declaration and Owners agree to maintain continuous coverage throughout the term of this Declaration.

(d) Workers' Compensation Insurance. A policy of employers' liability insurance with limits of at least \$1,000,000, and a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for the Owners against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Owners in the course of carrying out the maintenance obligations and activities contemplated in this Declaration.

5.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of "A-" (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

5.3 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Declaration shall be endorsed to waive subrogation against City and City Indemnitees or shall specifically allow Owners or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Owners hereby waive their respective rights of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants. The waiver of subrogation endorsement in favor of City and City Indemnitees shall be submitted to City together with the certificates of insurance required hereunder.

5.4 Primary/Noncontributing. Coverage provided by Owners shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the

benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5 Non-Compliance. Owners acknowledge and agree that any actual or alleged failure on the part of the City to inform Owners of non-compliance with any requirement under this Section 5 shall impose no additional obligations on the City nor does City waive any rights hereunder.

5.6 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section 5 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Owners maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Owners. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City for valid Claims.

5.7 Cancellation. Owners agree to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Duration.

6.1 Subject to the provisions of Section 6.2 below, this Declaration shall remain in full force and effect so long as the Project, including, without limitation, the Golf Course and golf clubhouse (currently known as the Trump National Golf Club), or any modification of said development remains in existence in or upon any part of the Property, and thereby confers benefit upon the Property, and shall bind Owners and all of their assigns or successors in interest.

6.2 Within five (5) business days after request from Owners from time to time, Owners and the City shall enter into amendments of this Declaration terminating the obligations that would pertain to any successors in interest to Owners under this Declaration as to any portion of the Property upon which a final tract map or a final parcel map has been recorded solely for purposes of development of one or more residential dwelling units ("**Transferred Residential Property**"); provided, however, that Owners, and any successors or assigns of Owners' interest in the portion of the Property that includes the Golf Course shall continue to be bound by the covenants and obligations of Owners under this Declaration for all maintenance and improvement obligations required hereunder with respect to such Transferred Residential Property.

7. Review and Monitoring For Compliance. The City and Owners shall review the Owners' compliance with its Maintenance Obligations and compliance with the terms and conditions under this Declaration at least once every twelve (12) months based on a tracking system and protocols implemented by City for monitoring compliance. Owners shall implement and/or perform all reasonably

practical recommendations or requirements of City following such annual review.

8. Subordination. The holder of any mortgage, deed of trust or any other monetary lien encumbering the Property shall execute the form of Subordination which is attached to this Declaration as Exhibit E.

9. Default. If City determines on the basis of substantial evidence that an Owner has not complied in good faith with the material terms and conditions of this Declaration, City shall, by written notice to such Owner, specify the manner in which such Owner has failed to so comply and state the steps such Owner must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from City specifying the manner in which such Owner has failed to so comply, such Owner does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then such Owner shall be deemed to be in default under the terms of this Declaration and City may (i) impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code, and/or (ii) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (iii) solely with respect to a default by Owners under Section 2, assume Owners' maintenance obligations under Section 2, and in addition to the taxes and fees to be paid pursuant to Sections 1.1 and 1.2 above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar (\$1.00) per round of golf (or any portion thereof) played on the Golf Course. The parties acknowledge that money damages and remedies at law may be inadequate and that specific performance is appropriate for the enforcement of this Declaration. Therefore, the remedy of specific performance shall be available to the City. Nothing in this Section 8 shall limit any other rights, remedies, or causes of action that City may have at law or equity.

10. Notices. All notices, including, without limitation, all approvals and consents, required or permitted under this Declaration shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to Owners and/or City at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY: City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Attn: City Manager

AND TO: Aleshire & Wynder, LLP.
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
Attn: William Wynder

TO DEVELOPER: VH Property Corp.
dba Trump National Golf Club Los Angeles

One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VH Property Corp.
dba Trump National Golf Club Los Angeles
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

TO VHPS: VHPS, LLC
c/o One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VHPS, LLC
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Office

11. Attorneys' Fees. If legal action is brought by City against Owners for breach of this Declaration, or to compel performance under this Declaration, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

12. Authority. The persons executing this Declaration on behalf of the Developer and VHPS warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Declaration on behalf of said party, (iii) by so executing this Declaration, such party is formally bound to the provisions of this Declaration as may be applicable to that party, and (iv) the entering into this Declaration does not violate any provision of any other agreement to which said party is bound.

13. Covenants Run with the Land. The covenants, conditions, restrictions and indemnification obligations of Owners under this Declaration, shall (i) run with the land and shall be binding upon Owners and any successors or assigns of Owners' interest in the portion of the Property that includes the Golf Course in perpetuity, and (ii) benefit the City and the City Property.

14. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual right by custom, estoppel, or otherwise.

15. Effect on Prior Declaration. The parties agree that the Original Declaration is hereby vacated, and amended and restated in its entirety pursuant to the terms and provisions of this Declaration and shall no longer have any force nor effect.

16. Amendments. No amendment to or modification of this Declaration shall be valid unless made in writing and approved by both City and Owners (or their successors-in-interest).

17. Cooperation; Further Acts. The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Declaration.

18. Governing Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles

19. Incorporation of Recitals and Exhibits. The Recitals and attached Exhibits are hereby incorporated into this Declaration by this reference as though fully set forth in full.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owners hereto have executed this Declaration on the date and year first-above written.

VHPS:

VHPS, LLC,
a Delaware limited liability company

By:

Name:
Title:

By:

Name:
Title:

DEVELOPER:

VH PROPERTY CORP.,
a Delaware corporation

By:

Name:
Title:

By:

Name:
Title:

NOTARY ACKNOWLEDGMENT

EXHIBIT A-1

Description / Depiction of the Property

[ATTACHED]

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Order No. 264001 - D

EXHIBIT A

Parcel 1:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, Alloted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A.C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East; thence South 28° 27' 25" West 637.88 feet, thence South 56° 48' 36" West 494.64 feet to the true point of beginning of the Parcel being hereby described; thence North 38° 28' 00" West 1054.66 feet; thence South 53° 58' 21" West 408.04 feet; thence South 14° 55' 53" West 155.24 feet; thence South 62° 14' 52" West to the ordinary high tide line of the Pacific Ocean; thence following said ordinary high tide line in a general Southeasterly direction to the intersection with a line described as: Beginning at the said true point of beginning; thence South 56° 48' 36" West 300.00 feet to point "A" hereinafter referred to; thence South 45° 20' 20" West, to the said ordinary high tide line; thence continuing along the boundary lines of the parcel being hereby described, North 45° 20' 20" East to said Point "A"; thence North 56° 48' 36" East 300.00 feet to the true point of beginning.

Except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcel 102, as shown on said L.A.C.A. Map No. 51.

Parcel 2:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the Action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said map; thence South 80° 56' 50" East along said center line 684.82 feet to the true point of beginning of the parcel being hereby described; thence South 80° 56' 56" East along said center line 268.28 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East, said point being designated as point "B" for the purpose of this description; thence continuing Southeasterly along said curve 381.55 feet; thence South 20° 02' 10" East 113.33 feet; thence South 43° 16' 43" West to the ordinary high tide line of the Pacific Ocean; thence in a general Northwesterly direction along said high tide line to the intersection with a line described as beginning at the above described point "B"; thence South 28° 27' 25" West 637.88 feet; thence South 56° 48' 36" West 794.64 feet to a point "A" hereinafter referred to; thence South 45° 20' 48" West to the ordinary high tide line of the Pacific Ocean; thence continuing

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along the boundary line of the Parcel being hereby described, North 45° 20' 20" East to the hereinbefore described point "A"; thence North 56° 48' 36" East 300.00 feet thence North 38° 28' 00" West 351.49 feet; thence North 56° 48' 36" East 438.55 feet; thence North 28° 27' 25" East 290.84 feet; thence North 9° 03' 10" East 150.00 feet to said true point of beginning.

Except therefrom that portion within the boundary lines of Palos Verdes Drive South, as shown on map CSB-1082-3 on file in the office of the County engineer of said County, and as described in deed to the County of Los Angeles, recorded on December 23, 1952 as Instrument No. 3469 in Book 40587 Page 284, Official Records of said County.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 3:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 531.55 feet; thence South 20° 02' 10" East 113.33 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1200 feet, the beginning of said last mentioned curve being the true point of beginning of the Parcel being hereby described; thence Southeasterly along said curve 1051.00 feet thence South 70° 15' 35" East 461.13 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 2000.00 feet; thence Southeasterly along said curve 1175.00 feet; thence non-tangent to said curve South 48° 21' 42" West 719.45 feet; thence South 80.00 feet; thence South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence in a general Westerly and Northwesterly direction along said high tide line to the intersection with a line bearing South 43° 16' 43" West from the true point of beginning; thence North 43° 16' 43" East to the true point of beginning.

Except therefrom that portion of said land included within the land as described in a Parcel A in the final order of condemnation entered on Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded January 4, 1968 as Instrument No. 2021, Official Records of said County, said Parcel A was amended by a order nunc pro tunc entered in said Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded June 27, 1968 as Instrument No. 3089.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

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Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed

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by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 100, 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 4:

A Strip of land 12.00 feet wide, measured at right angles, in Lot 102 of L.A.C.A. No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, extending from the Southwesterly line of Palos Verdes Drive South, as shown on said map, in a Southerly direction to the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52202 Page 21 Official Records of said County, bounded on the West by the Easterly boundary of Tract No. 16540, as per map recorded in Book 625 Pages 76 and 77 of Maps, records of said County and bounded on the East by a line that is parallel with said Easterly boundary and 12.00 feet, measured at right angles, Easterly therefrom.

Assessors Parcel No: 7564-021-006,004,003

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That portion of Lot 102 of L.A.C.A. Map No. 51, in the City of Rancho Palos Verdes, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, Described as follows:

Beginning at the intersection of a line that is parallel with and 12.00 feet, measured at right angles, Easterly of the Easterly boundary of Tract No. 16540, as per map recorded in Book 625, Pages 76 and 77 of Maps, records of said County, with the Southwesterly line of Palos Verdes Drive South, 132 feet wide, as shown on said map; thence along said parallel line, South 15° 32' 46" West 122.01 feet and South 15° 20' 00" West 105.52 feet to the intersection thereof with the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52201 Page 21 of Official Records of said County; thence South 38° 28' 00" East along said Northeasterly boundary, a distance of 688.30 feet to the most Westerly corner of the land described as Parcel 2 in a deed recorded as Document No. 1826 on July 18, 1956, in Book 51769 Page 241 of said Official Records; thence along the Northwesterly boundary of said Parcel 2, North 56° 48' 36" East 438.55 feet, North 28° 27' 25" East 290.84 feet and North 9° 03' 10" East 100.00 feet to the Southwesterly line of Palos Verdes Drive South, 100 feet wide, as described in a deed to said County of Los Angeles, Recorded as Document No. 3469 on December 23, 1952, in Book 40587, Page 284 of said Official Records; thence Northwesterly along said Southwesterly line North 80° 56' 50" West 684.82 feet and North 9° 03' 10" East 10.00 feet to the Southwesterly line of Palos Verdes Drive South, 132 feet wide as shown on map of said Tract No. 16540; thence Northwesterly along said last mentioned line, being a curve concave Northeasterly and having a radius of 2040 feet, an arc distance of 219.19 feet to the point of beginning.

Assessors Parcel No: 7564-021-005

Order No. 264003 - E

Parcel 1:

That portion of Lot H of the Rancho Los Palos Verdes, in the City of Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of Partition in the action "Bixby et al. vs. Bent et al" Case No. 2373 in the District Court of the 17th Judicial District of said State, in and for said County and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, and together with all of Tract 30583, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 813 Pages 32 to 34 inclusive of Maps, in the office of the County Recorder of said County, Described as a whole as follows:

Beginning at the intersection of the ordinary high tide line of the Pacific Ocean with the Southeasterly line of Lot 99 of L.A.C.A. No. 51 or the Southwesterly prolongation of said Southeasterly line, as said Lot is shown on map recorded in Book 1 Page 1 Assessors Maps, in said recorders office; thence along said prolongation and or Southeasterly line North 46° 00' 00" East to an angle point in the Easterly boundary of said Parcel 99; thence along said Easterly boundary North 15° 00' 00" East to the Southwesterly line of the land described in the deed to Pacific Telephone and Telegraph Co., a corporation, recorded April 2, 1958 as Instrument No. 591, in Book D68 Page 550, Official Records of said County; thence along the boundary of the land described in said deed; as follows:

North 54° 18' 50" West 105.93 feet and North 35° 41' 10" East 100 feet to most Westerly corner of the land described in deed to the Pacific Telephone and Telegraph Company, a corporation, recorded April 2, 1958 as Instrument No. 518 in Book D60 Page 546, of Official Records of said County; thence along the Northwesterly boundary of the land described in the last mentioned deed North 35° 41' 10" East to the Northerly boundary of Lot 98 of said L.A.C.A. Map No. 51 thence in a general Westerly direction along the Northerly boundaries of lots 98, 99, 100, 101 and 102 as shown on said L.A.C.A. Map No. 51 to the beginning of a non-tangent curve concave Southwesterly and having a radius of 500 feet; thence Southeasterly along said curve to the centerline of Paseo Del Mar, as described in Parcel 2-1 part A in the deed to the City of Rancho Palos Verdes recorded October 10, 1975 as Instrument No. 5051, in Book D6830 Page 354, Official Records of said County; thence along said centerline as follows:

South 9° 25' 15" West 81.63 feet; Southeasterly along a tangent curve concave Northeasterly and having a radius of 650 feet an arc distance of 904.04 feet South 70° 16' 05" East 906.84 feet and Southeasterly along a tangent curve concave Southwesterly and having a radius of 2000 feet an arc distance 1175 feet to the Northerly boundary of said Tract No. 30583; thence along the Northerly boundary of said Tract 30583 and along the boundary lines of the land as described in Parcel 1 the deed to Adams Land Co., et al., recorded July 18, 1956 as Instrument No. 1826, in Book 51769 Page 241, Official Records of said County as follows:

South 48° 21' 42" West 719.45 feet, South 80 feet and South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence Easterly and Southeasterly along said ordinary high tide line to the point of beginning.

Except therefrom that portions of said land included within the Lot 1, of Tract No. 31530, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 852, Pages 73 and 74 of Maps, in said recorders office.

Parcel 2:

Those portion of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors Map, in the office of the County Recorder of said County, Described as follows:

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Beginning at a point in the Northerly boundary of said 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the most Westerly corner of the herein described Parcel; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence North 35° 41' 10" East 577.91 feet to the point of beginning.

Parcel 3:

Those portions of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors maps, in the office of the County Recorder of said County, Described as follows:

Commencing at the point in the Northerly boundary of said Lot 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the true point of beginning of this description; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence South 35° 41' 10" West 280.80 feet; thence North 54° 18' 50" West 300.00 feet; thence North 35° 41' 10" East 100.00 feet to the true point of beginning.

Assessors Parcel No: 7564-019-003,001,004,Ptn 002
7564-020-101,102,103,104,105

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Leasehold interest in:

That portion of Lot 100 of Los Angeles, County Assessor's Map No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the Recorder of the County of Los Angeles, State of California, described as follows:

Beginning at the Northwestern terminus of that certain curve in the proposed centerline of Paseo Del Mar 100 feet wide shown on Los Angeles County Surveyor's Map No. B1156 revised January, 1965, as having a radius of 2000.00 feet and a length of 1801.62 feet; thence Southeasterly along said curve a distance of 1175.00 feet, through a central angle of $33^{\circ} 39' 41''$ to the Easterly line of the land described in the deed recorded in Book D 3522, Pages 577 to 580 inclusive of Maps in the Office of the County Recorder of said County; thence along said Easterly line South $48^{\circ} 21' 12''$ West 50.20 feet to a point on the sideline of said Paseo Del Mar a radial to which bears North $53^{\circ} 31' 22''$ East being also the true point of beginning of this description; thence continuing along said Easterly line South $48^{\circ} 21' 12''$ West 525.68 feet; thence North $41^{\circ} 38' 48''$ West 661.96 feet, to a point on a non-tangent curve concave Northwesternly and having a radius of 392.00 feet, a radial to said point bears South $42^{\circ} 51' 21''$ East; thence Northeasterly along said curve through a central angle of $18^{\circ} 12' 42''$, a distance of 124.60 feet; thence tangent to said curve North $28^{\circ} 55' 57''$ East 302.10 feet to the beginning of a tangent curve concave Southerly having a radius of 27.00 feet; thence Easterly and Southeasterly along said curve through a central angle of $91^{\circ} 45' 29''$, a distance of 43.24 feet to a point on the Southwesterly sideline of said Paseo Del Mar; thence Southeasterly along the Southwesterly sideline of said Paseo Del Mar on a curve having a radius of 1950.00 feet, concave Southwesterly, through a central angle of $22^{\circ} 49' 56''$, a distance of 777.07 feet to the true point of beginning.

Assessor's Parcel No: 7564-021-901 and 7564-021-902

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EXHIBIT A-2

Description / Depiction of the City Property

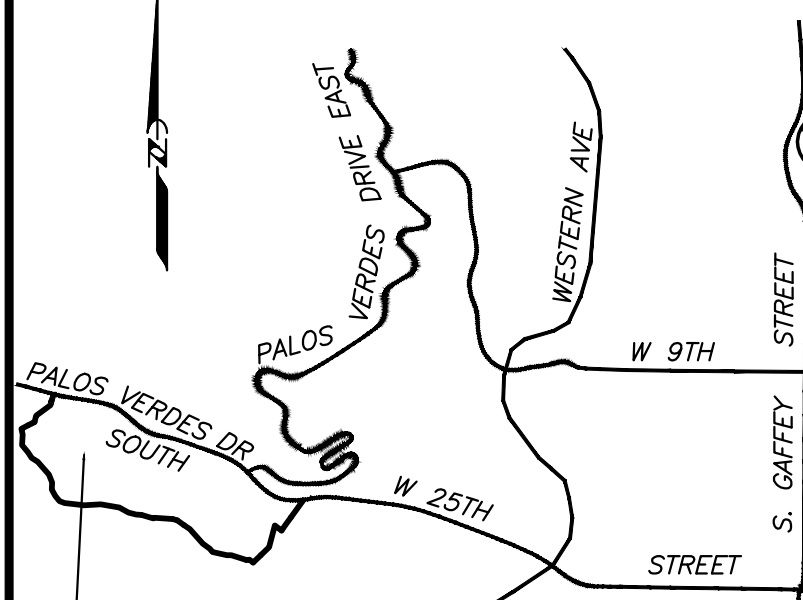
[ATTACHED]

TRUMP NATIONAL GOLF CLUB

CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

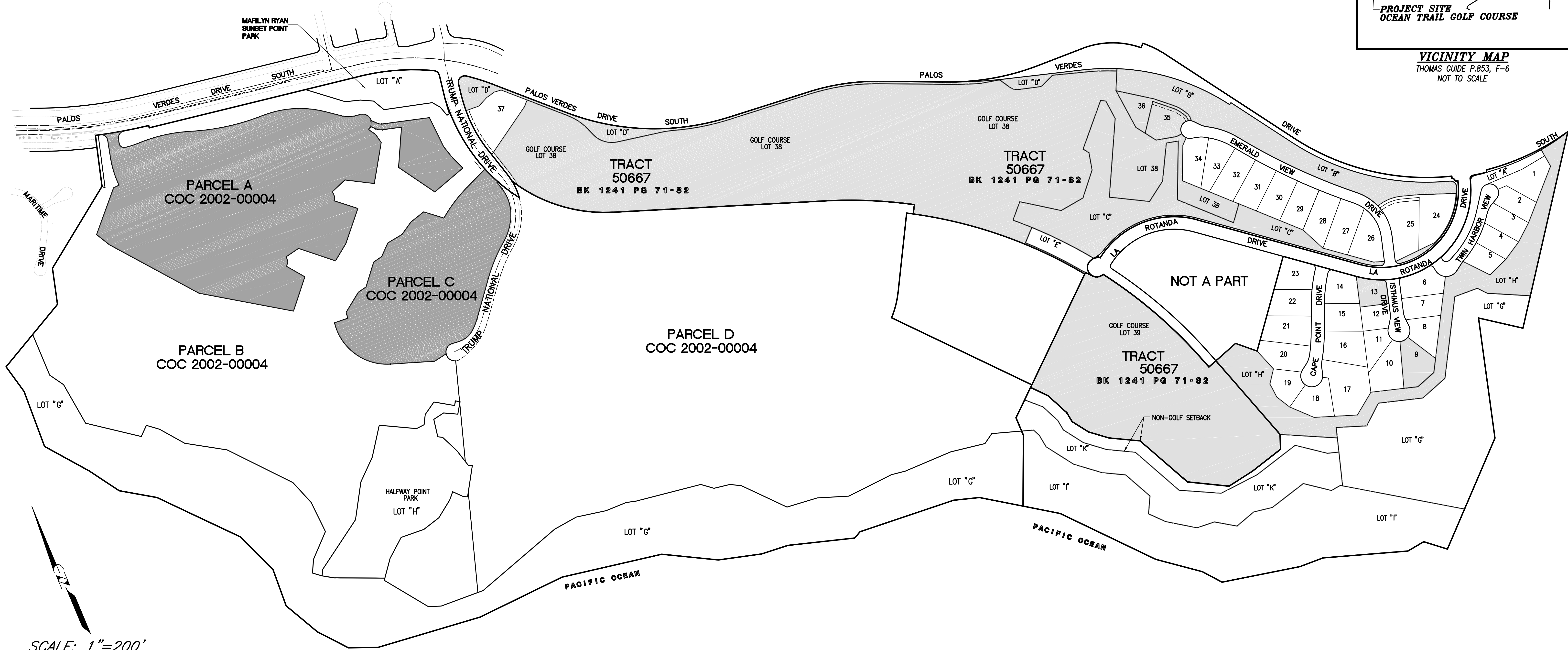
IN THE CITY OF RANCHO PALOS VERDES, STATE OF CALIFORNIA



PROJECT SITE
OCEAN TRAIL GOLF COURSE

VICINITY MAP

THOMAS GUIDE P.853, F-6
NOT TO SCALE



LEGEND

- CURRENT VHPS LLC OWNED PARCELS - TRACT 50666
- CURRENT VHPS LLC OWNED PARCELS - TRACT 50667

PREPARED FOR:
V H PROPERTY CORP /
TRUMP ORGANIZATION
ONE TRUMP NATIONAL DRIVE
RANCHO PALOS VERDES,
CALIFORNIA 90275
TEL: (310) 345-4501

CITY OF RANCHO PALOS VERDES
TRUMP NATIONAL GOLF CLUB
CURRENT VHPS LLC OWNED PARCELS
TRACT 50666 AND TRACT 50667

SHEET
1 of
1 SHS

SCALE: PROJECT NO: DATE: 08-09-2018

Plotted: 08/09/18 15:33:49 By: SRS DWG: H:\008\208-000\15-2 - Tract 50666\Mapping\Offer to Dedicate\Current VHPS Owned parcel before recordation of 50666\Current VHPS Owned parcels.dwg

EXHIBIT B

Chapter 3.40 of the Municipal Code

[ATTACHED]

Chapter 3.40 - GOLF TAX

Sections:

3.40.010 - Title.

The ordinance codified in this chapter shall be known as the uniform golf tax ordinance of the city.

(Ord. 291 § 2 (part), 1993)

3.40.020 - Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

- A. "Golf course" means any large course having a series of holes spaced considerably apart designed for the playing of the game of golf. For the purpose of this chapter, a golf course includes a driving range.
- B. "Golf fees" means the consideration charged, whether or not received, for the use of a golf course or driving range, whether to be received in money, or in any other form including, without limitation, services, credits, goods, or labor of any kind or nature, without any deduction therefrom.
- C. "Operator" means the person who is the proprietor of the golf course, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs some or all of his/her functions through an agent of any type or character, other than an employee, including an agent whose only duty is to sell or resell the opportunity to use a golf course, the agent shall also be deemed an operator for the purpose of this chapter and shall have the same duties and liabilities as the principal.
- D. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- E. "Tax administrator" means the director of finance of the city or other person designated by the city manager.
- F. "User" means any person who exercises use of or is entitled to use a golf course by reason of concession, permit, right of access, membership, license or other agreement.

(Ord. 370 § 1, 2001; Ord. 291 § 2 (part), 1993)

3.40.030 - Tax imposed.

For the opportunity of playing golf in the city, each user is subject to and shall pay a tax in the amount of ten percent of the golf fees charged by the operator. The tax constitutes a debt owed by the user to the city which is extinguished only by payment to the operator or the city.

(Ord. 291 § 2 (part), 1993)

3.40.040 - Tax collection.

- A. Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the golf fees are collected from every user.

- B. The amount of tax shall be separately stated from the amount of the golf fees charged, and each user shall receive a receipt for payment from the operator.
- C. Any good(s) or service(s) that the operator requires any user to rent or purchase in order to use the golf course, which the operator contends is (are) exempt from the golf tax, shall be separately stated from the amount of the golf fees on the invoice or receipt that is provided to the user. In no event shall the total charges for such separately stated required items exceed twenty-five percent of the golf fee that is charged to the user to play a round of golf.
- D. If the golf fee is combined with any other service or use (such as, for example, the purchase of a meal), then for purposes of computing the tax that is imposed under this chapter, the charge for the round of golf or use of a driving range shall be imputed at the standard golf fee that is charged by the operator without any discount, promotion or combination of services.
- E. If the golf fees are paid in installments, a proportionate share of the tax shall be paid with each installment; any unpaid tax shall be due upon the user's ceasing use of the golf course.
- F. If golf fees are paid as part of any membership fee or dues, the operator shall collect a tax on an amount thereof that is fairly allocable to the golf fees or number of rounds the person paying such membership fee or dues is entitled to play under the terms of the membership, or the average number of rounds played by persons paying such membership fees or dues, whichever is greater.
- G. Any operator shall maintain accounting records, using generally accepted accounting principles, that are acceptable to the tax administrator to compute, collect, report and remit the golf tax. Such accounting records shall include, but not be limited to, vouchers or any other methods that the tax administrator may require to verify the golf fees that are being charged, whether by sale or resale, and the golf tax that is owed to the city.

(Ord. 370 § 2, 2001: Ord. 291 § 2 (part), 1993)

3.40.050 - Reporting and remitting.

Each operator shall, on or before the twentieth day of the month following the close of the prior calendar month, make a return to the tax administrator, on forms provided by the tax administrator, of the total golf fees charged and received and the amount of the tax collected. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. The tax administrator may establish shorter reporting periods for any operator if the tax administrator deems it necessary in order to insure collection of the tax, and the tax administrator may require additional information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the city until payment thereof is made to the tax administrator.

(Ord. 291 § 2 (part), 1993)

3.40.060 - Failure to remit tax.

- A. Original Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.
- B. Continued Delinquency. Any operator who fails to remit any delinquent remittance within thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed.
- C. Fraud. If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections A and B of this section.

- D. Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one and one-half percent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- E. Penalties Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax which is required to be paid.

(Ord. 291 § 2 (part), 1993)

3.40.070 - Failure to collect and report tax—Determination of tax by tax administrator.

- A. If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his or her estimate of the tax due.
- B. As soon as the tax administrator procures such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the tax administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. When such a determination is made, the tax administrator shall give a notice of the amount so assessed by personal service to the operator or the operator's representative, or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may within ten days after the service or mailing of such notice make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is timely made, the tax administrator shall give not less than five days' written notice, in the manner prescribed in this section, to the operator of the time and place fixed for a hearing. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of such determination and the amount of such tax, interest and penalties so determined. The amount determined to be due shall thereupon be due and payable.

(Ord. 291 § 2 (part), 1993)

3.40.080 - Appeal.

Any operator aggrieved by any decision of the tax administrator made at or following such a hearing with respect to the amount of such tax, interest and penalties, if any, may appeal to the city council by filing a notice of appeal with the city clerk within fifteen days after the serving or mailing of notice of a determination by the tax administrator of the tax which is due. The city council shall set a time and place for hearing such appeal, and the city clerk shall give notice of the time and place of such hearing in writing to such operator at his/her last known place of address. The findings of the city council shall be final and conclusive and notice thereof shall be served upon the appellant in the manner prescribed in Section 3.40.070 for service of notice of hearing. Any amount found to be due, together with interest at the rate prescribed in Section 3.40.060 from the date such tax accrued and penalty, shall be immediately due and payable upon the service of notice.

(Ord. 291 § 2 (part), 1993)

3.40.090 - Records.

It shall be the duty of every operator required by this chapter to collect and pay to the city any tax imposed by this chapter, to keep and preserve, for a period of three years from the date of payment to the city, all records as may be necessary to determine the amount of such tax as the operator may have been responsible for the collection of and payment to the city, which records the tax administrator shall have the right to inspect at all reasonable times. If any operator fails to maintain such records, the tax administrator shall make a determination of the amount of tax due using such information and criteria as the tax administrator deems to be reasonable and relevant.

(Ord. 291 § 2 (part), 1993)

3.40.100 - Refunds.

- A. Whenever the amount of any tax, interest or penalty has been overpaid, paid more than once or erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsections B and C of this section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within one year of the date of payment. Any action brought against the city pursuant to this section shall be subject to the provisions of Government Code Sections 945.6 and 946. Compliance with this section shall be a prerequisite to a suit thereon. The claim shall be on forms furnished by the tax administrator, shall be presented in accordance with the requirements of Section 3.24.030 and shall clearly establish the claimant's right to the refund by written records demonstrating entitlement thereto. It is the intent of the city that the one-year claim requirement of this subsection be given retroactive effect; provided, however, that any claims that arose prior to the enactment date of the one-year claims period set forth in this subsection, which are not otherwise barred by the then-applicable statute of limitations or claim procedure, are filed with the tax administrator as provided in this title within ninety days following the effective date of this amended subsection (March 2, 2004).
- B. An operator may claim a refund, or take as a credit against taxes due and not yet remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a user; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the user or credited to any golf fees subsequently payable by the user to the operator.
- C. A user may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the city by filing a claim in the manner provided in subsection A of this section, but only when the tax was paid by the user directly to the tax administrator, or when the user having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the user has been unable to obtain a refund from the operator who collected the tax.
- D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records and/or other evidence to the satisfaction of the tax administrator.

(Ord. 403 § 12, 2004; Ord. 291 § 2 (part), 1993)

3.40.110 - Actions to collect.

Any tax required to be paid by any user under the provisions of this chapter shall be deemed a debt owed by the user to the city. Any tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the city. The amount of any tax the operator refuses or fails to collect, and which has been assessed against the operator pursuant to Section 3.40.070 shall be deemed a debt owed by the operator to the city. Any person owing money to the city under any provision of this

chapter shall be liable for the amount of tax owed, plus interest and penalty, if any, in a civil action brought in the name of the city for the recovery of such amount.

(Ord. 291 § 2 (part), 1993)

3.40.120 - Penalty for violation.

- A. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable therefor by a fine of not more than one thousand dollars or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment.
- B. Any operator or other person who fails or refuses to furnish any return required to be made by this chapter, or who fails or refuses to furnish a supplemental return or other data required by the tax administrator, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as set forth in subsection A of this section. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor and is punishable as set forth in subsection A of this section.

(Ord. 291 § 2 (part), 1993)

3.40.130 - Exemptions.

- A. No tax shall be imposed upon any person as to whom it is beyond the power of the city to impose the tax provided in this chapter.
- B. No tax shall be imposed upon any user of a golf course that is entirely owned and/or operated by a governmental entity.

(Ord. 370 § 3, 2001; Ord. 291 § 2 (part), 1993)

3.40.140 - Legislative review.

Beginning in January, 1996, and every four years thereafter, the city manager shall submit for consideration by the city council an analysis of the revenues derived from the taxes imposed by this chapter. Based on the needs of the city, the city council shall determine if any modifications to the rate is necessary or if the tax imposed by this chapter should be repealed. Said review shall be completed by the city council prior to the adoption of the budget being prepared for the next fiscal year. This chapter shall be repealed if the city council does not conduct the review required by this section.

(Ord. 291 § 2 (part), 1993)

EXHIBIT C

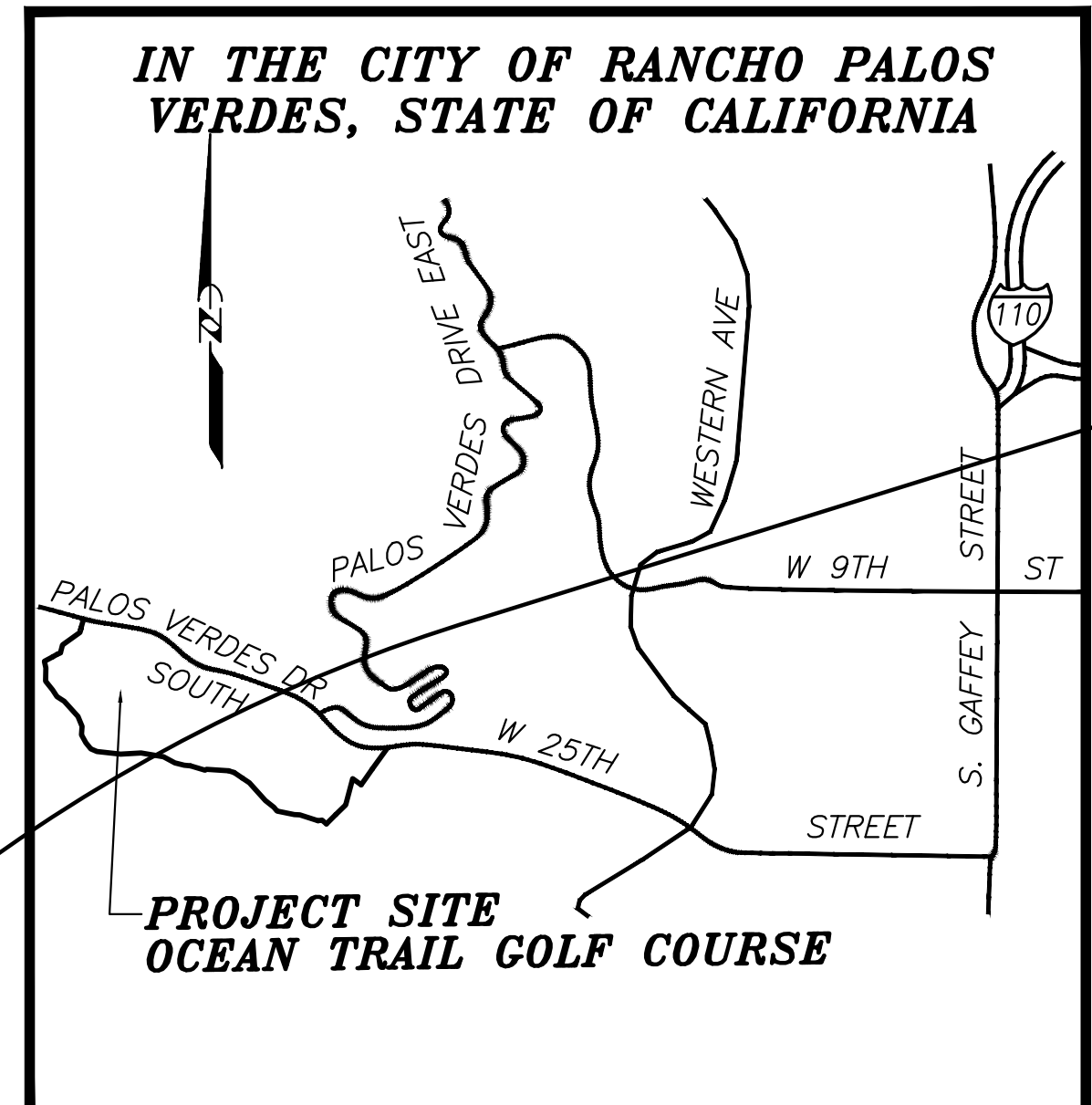
Dedication Map

[ATTACHED]

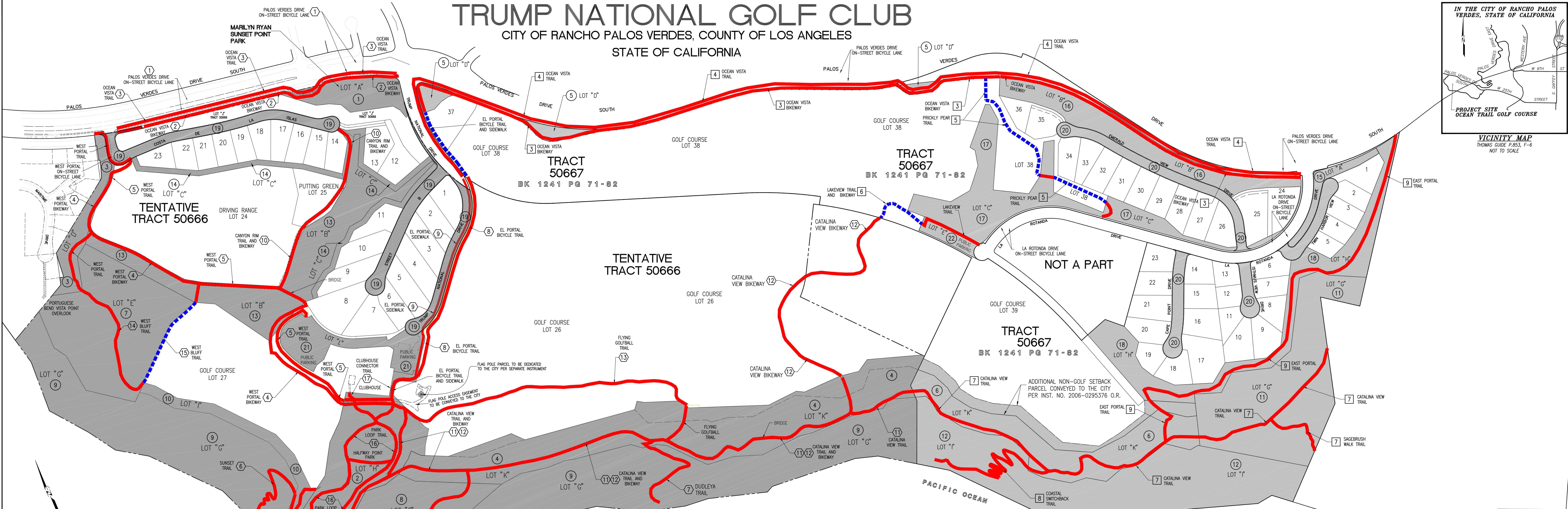
TRUMP NATIONAL GOLF CLUB

CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES

STATE OF CALIFORNIA



VICINITY MAP
THOMAS GUIDE P.853, F-6
NOT TO SCALE



- LEGEND**
- WITHIN TENT. TRACT 50666
- PARCELS OWNED BY THE CITY (LOTS A, B, C, D, E, F, G, H, I, K, L, AND STREETS).
 - TRAILS ACCEPTED BY THE CITY.
 - TRAILS DEDICATED TO THE CITY LOCATED WITHIN PRIVATELY OWNED PARCELS.

- LEGEND**
- WITHIN TENT. TRACT 50667
- PARCELS OWNED BY THE CITY (LOTS A, B, C, D, E, G, H, I, K, STREETS, AND NON-GOLF SETBACK LOT).
 - TRAILS WITHIN CITY OWNED PARCELS OR RIGHT OF WAY.
 - TRAILS DEDICATED TO THE CITY LOCATED WITHIN PRIVATELY OWNED PARCELS.

SPECIAL CONDITION 1 - OFFER TO DEDICATE IN FEE OPEN SPACE CORRIDORS FOR PARKS, PUBLIC ACCESS AND HABITAT ENHANCEMENT					
CCC REF.	LOT	DESCRIPTION	TRACT	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
A. PARKS					
1	A	SUNSET POINT PARK	50666	DEDICATED IN FEE TO THE CITY OF RVP	2011-071911 O.R. - 05/23/2011
2	H	OCEAN TRAILS PARK (HALFWAY POINT PARK)	50666	DEDICATED IN FEE TO THE CITY OF RVP	2006-0295376 O.R. - 02-08-2006
3	D	PORTUGUESE BEND OVERLOOK	50666	OWNED BY THE CITY OF RVP	PER SEPARATE INSTRUMENT
4	K	BLUFF TOP ACTIVITY CORRIDOR	50666	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
5	D	CATALINA VIEW PARK	50667	ACCEPTED BY THE CITY OF RVP *	2006-0295377 O.R. - 02-08-2006
6	S	BLUFF TOP ACTIVITY CORRIDOR	50667	ACCEPTED BY THE CITY OF RVP *	2006-0295377 O.R. - 02-08-2006
B. PASSIVE PARK/HABITAT PRESERVE					
7	E	WEST BLUFF PRESERVE	50666	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
8	F	HALFWAY POINT PRESERVE	50666	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
9	G	THE BLUFF FACE AND BEACH	50666	DEDICATED IN FEE TO THE CITY OF RVP	2011-071915 O.R. - 05-23-2011
10	I	GOLF COURSE BLUFF EDGE HABITAT SETBACK	50666	OWNED BY THE CITY OF RVP	PER SEPARATE INSTRUMENT
11	G	EAST BLUFF PRESERVE	50667	ACCEPTED BY THE CITY OF RVP *	2006-0295377 O.R. - 02-08-2006
12	I	BLUFF FACE AND BEACH	50667	ACCEPTED BY THE CITY OF RVP *	2006-0295377 O.R. - 02-08-2006
C. MULTI USE COMMON OPEN SPACE					
13	B	FORRESTAL DRAIN AND PORTUGUESE BEND CLUB CONNECTOR	50666	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
14	C	MANAGED FIREBREAK	50667	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
15	A	OPEN SPACE, DRAINAGE AND SLOPE HAZARDS	50667	OWNED BY THE HOA	2007-2841917 O.R. - 12-27-2007
16	B	OPEN SPACE, DRAINAGE AND SLOPE HAZARDS	50667	OWNED BY THE HOA	2007-2841917 O.R. - 12-27-2007
17	C	OPEN SPACE, DRAINAGE AND SLOPE HAZARDS	50667	OWNED BY THE HOA	2007-2841917 O.R. - 12-27-2007
18	H	MANAGED FIREBREAK	50667	OWNED BY THE HOA	2007-2841917 O.R. - 12-27-2007
D. ROADS AND PARKING PUBLIC AREAS					
19	E	TRAIL STREET/ROADS	50666	TO BE DEDICATED TO THE CITY OF RVP	ON FINAL MAP OF TRACT 50666
20	F	ALL STREET/ROAD	50667	ACCEPTED BY THE CITY OF RVP	PER SEPARATE INSTRUMENT
21	L	PUBLIC PARKING	50666	DEDICATED IN FEE TO THE CITY OF RVP	PER SEPARATE INSTRUMENT
22	E	PUBLIC PARKING	50667	ACCEPTED BY THE CITY OF RVP *	2006-0295377 O.R. - 02-08-2006

NOTE: LOT H WAS DEDICATED IN FEE TO THE CITY OF RVP PER INST. 2006-0295376 O.R. - 02-08-2006. LOT H WILL BE QUICKRELEASED BACK TO THE DEVELOPER AND REDEDICATED TO THE CITY PER SEPARATE INSTRUMENT. * BUT NOT OWNED BY THE CITY, CHANGE OF OWNERSHIP IS REQUIRED.

SPECIAL CONDITION 3 - OFFER TO DEDICATE TRAIL EASEMENTS (WITHIN TRACT 50666)			
CCC REF.	DESCRIPTION	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
A. WITHIN VESTING TENTATIVE TRACT MAP 50666			
1	PALOS VERDES DRIVE ON-STREET BICYCLE LANE	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
2	OCEAN VISTA BIKEWAY	CITY OWNED - WITHIN PUBLIC RIGHT OF WAY	
3	OCEAN VISTA BIKEWAY	WITHIN PARCEL TO BE DEDICATED TO THE HOA	
4	OCEAN VISTA TRAIL	CITY OWNED - WITHIN PUBLIC RIGHT OF WAY	
5	WEST PORTAL BIKEWAY	NOT YET ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
6	WEST PORTAL TRAIL	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
7	WEST PORTAL TRAIL	NOT YET ACCEPTED BY THE CITY OF RVP	
8	SUNSET TRAIL (TERRACE TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
9	SUNSET TRAIL (CAN PUECO TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
10	EL PORTAL BIKEWAY	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
11	EL PORTAL BIKEWAY	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
12	CATALINA VIEW BIKEWAY	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
13	FLYING GOLFBALL TRAIL (SEWER EASEMENT TRAIL)	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
14	WEST BLUFF TRAIL	NOT YET ACCEPTED BY THE CITY OF RVP	
15	WEST BLUFF TRAIL	NOT YET ACCEPTED BY THE CITY OF RVP	
16	PARK LOOP TRAIL	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
17	CLUBHOUSE CONNECTOR TRAILS	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
18	DUDLEYA TRAIL (MID BLUFF TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RVP	2006-0295375 O.R. - 02-08-2006
19	LANDSLIDE BYPASS TRAIL	DOES NOT EXIST	

SPECIAL CONDITION 3 - OFFER TO DEDICATE TRAIL EASEMENTS (WITHIN TRACT 50667)			
CCC REF.	DESCRIPTION	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
A. WITHIN VESTING TENTATIVE TRACT MAP 50667			
1	PALOS VERDES DRIVE SOUTH ON-STREET BICYCLE LANE	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
2	LA ROTONDA BIKEWAY	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
3	OCEAN VISTA BIKEWAY	OWNED BY THE CITY OF RVP (WITHIN PUBLIC ROW)	
4	OCEAN VISTA TRAIL	NOT YET ACCEPTED BY THE CITY OF RVP	
5	PRICKLY PEAR TRAIL	OWNED BY THE CITY OF RVP (WITHIN PUBLIC ROW)	
6	LAKEVIEW TRAIL/BIKWAY	NOT YET ACCEPTED BY THE CITY OF RVP	2006-0295377 O.R. - 02-08-2006
7	CATALINA VIEW TRAIL, THEN SAGEBRUSH WALK TRAIL	OWNED BY THE CITY OF RVP	2006-0295377 O.R. - 02-08-2006
8	SWITCHBACK TRAIL (LA ROTONDA POINT), BEACH ACCESS	OWNED BY THE CITY OF RVP	2006-0295377 O.R. - 02-08-2006
9	EAST EL PORTAL TRAIL	NOT YET ACCEPTED BY THE CITY OF RVP	2011-071915 O.R. - 05-23-2011

CALIFORNIA COASTAL COMMISSION
TRUMP NATIONAL GOLF CLUB
FUTURE CITY OWNED PARCELS
FUTURE CITY OWNED PUBLIC TRAIL EASEMENTS
TRACT 50666 AND TRACT 50667

SCALE: PROJECT NO: DATE: 08-27-2018

EXHIBIT D

Final Public Amenities Plan

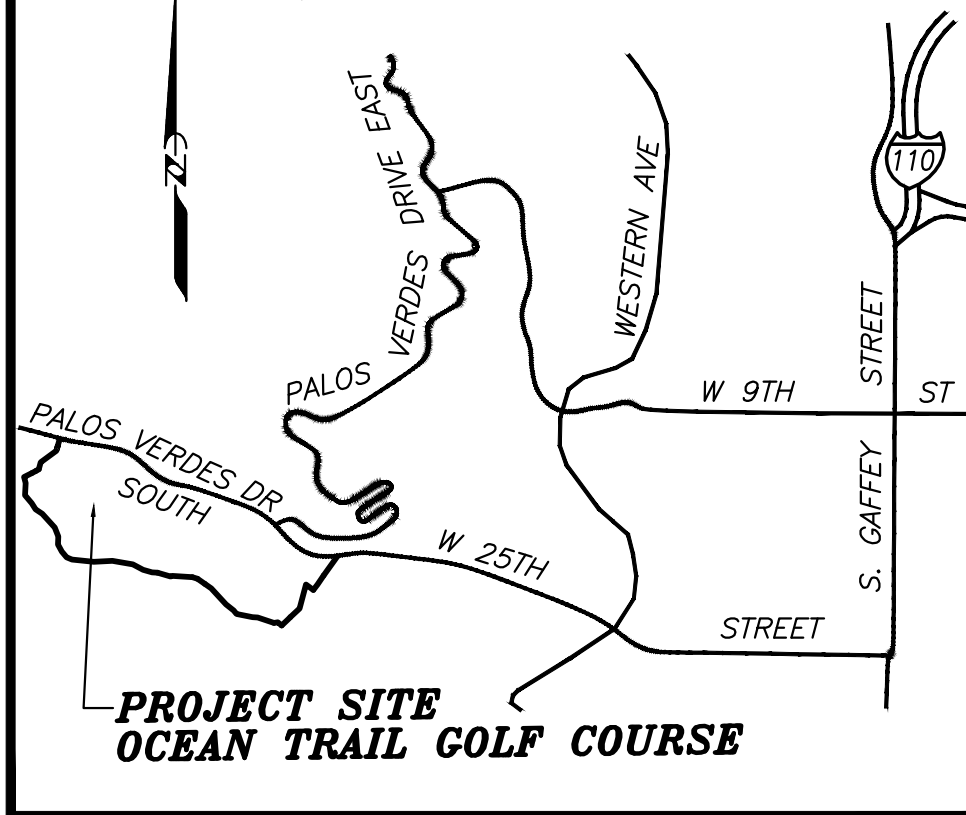
[ATTACHED]

OCEAN TRAILS

CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

**IN THE CITY OF RANCHO PALOS
VERDES, STATE OF CALIFORNIA**



**PROJECT SITE
OCEAN TRAIL GOLF COURSE**

VICINITY MAP

THOMAS GUIDE P.853, F-6

NOT TO SCALE

PREPARED FOR:

V H PROPERTY CORP /
TRUMP ORGANIZATION
ONE OCEAN TRAILS DRIVE
RANCHO PALOS VERDES,
CALIFORNIA 90275
TEL: (310) 345-4501



CALIFORNIA COASTAL COMMISSION

TRUMP NATIONAL GOLF CLUB

**PUBLIC AMENITIES PLAN, TRAIL AND SIGNAGE
VESTING TENTATIVE TRACT MAP 50666**

AND TRACT 50667

IN THE CITY OF RANCHO PALOS VERDES

PAGE

1

OF

31

SHTS

SCALE:

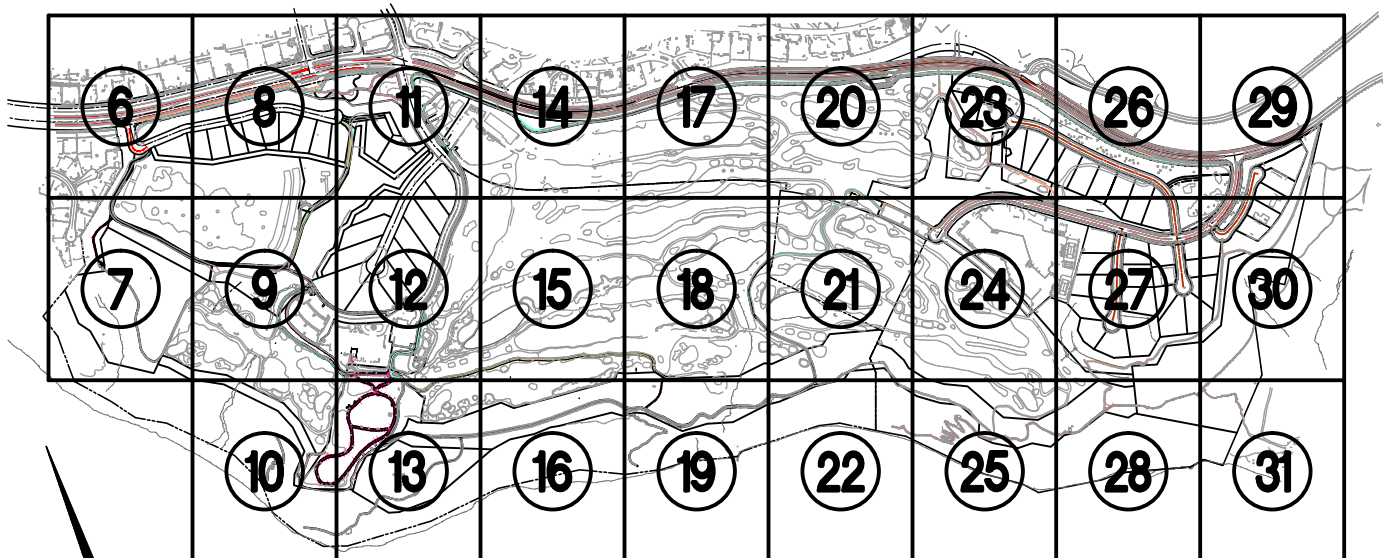
PROJECT NO: 208-006

DATE: AUGUST 21, 2018

08/16/2016	C	AS-BUILT TRAILS AS OF JULY 2014, REVISED TRAILS WITHIN TRACT 50666 DUE TO THE THE RECONFIGURATION OF LOTS TO ACCOMODATE A GOLF DRIVING RANGE.	SEC
DATE	NO.	REVISIONS	BY

GENERAL NOTES:

1. ALL PEDESTRIAN PATHWAYS WITHIN THE HALFWAY POINT PARK ARE ILLUMINATED.
2. ALL PUBLIC ACCESS PEDESTRIAN AND BICYCLE TRAILS AS SHOWN ARE MAINTAINED BY THE DEVELOPER.
3. HALFWAY POINT PARK AND MARILYN RYAN SUNSET POINT PARK ARE MAINTAINED BY THE DEVELOPER.
4. ALL AS-BUILT PUBLIC TRAIL ARE PROVIDED WITH FENCE AND/OR RAILING ON THE BLUFF SIDE.




INDEX MAP


NOT TO SCALE

(XX) PAGE NUMBER

TRAILS WITHIN TRACT 50666

	TRAIL NAME	TYPE	WIDTH	REMARKS
1	PALOS VERDES DRIVE BICYCLE LANE	CLASS II		ON-STREET
2	OCEAN VISTA BIKEWAY	CLASS I	10'	
3	OCEAN VISTA TRAIL	CLASS I	4'	
4a	WEST PORTAL BIKEWAY BICYCLE LANE	CLASS II		ON-STREET
4b	WEST PORTAL BIKEWAY	CLASS I	8'	
5a	WEST PORTAL TRAIL	CONCRETE SIDEWALK	5'	
5b	WEST PORTAL TRAIL	CLASS I	5' (1)	
6	SUNSET TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
6a	LAKEVIEW TRAIL	HARD SURFACE (COMBINED)	8'	
6b	LAKEVIEW BIKEWAY			
7	SUNRISE TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
8	EL PORTAL BICYCLE TRAIL	CONCRETE PATHWAY	8'	
9	EL PORTAL SIDEWALK	CONCRETE SIDEWALK	4'	
10	CANYON RIM TRAIL-FOOT AND BICYCLE	ALL WEATHER HARD SURFACE	15'	
11	CATALINA VIEW TRAIL	SOFT FOOTED	4'	
12	CATALINA VIEW BIKEWAY	ALL WEATHER HARD SURFACE	8'	
13a	FLYING GOLFBALL TRAIL	CONCRETE PATHWAY	8'	
13b	FLYING GOLFBALL TRAIL	SOFT FOOTED	4'	
14	WEST BLUFF TRAIL	SOFT FOOTED	4'	
15	WEST BLUFF TRAIL	SOFT FOOTED	4'	
16	PARK LOOP TRAIL	CONCRETE PATHWAY	9'	
17	CLUBHOUSE CONNECTOR TRAIL	CONCRETE PATHWAY / STAIRS	5'	
18	DUDLEYA TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS

TRAILS WITHIN TRACT 50667

	TRAIL NAME	TYPE	WIDTH	REMARKS
1	PALOS VERDES DRIVE BICYCLE LANE	CLASS II		ON-STREET
2	LA ROTANDA BIKEWAY	CLASS II		ON-STREET
3a	OCEAN VISTA TRAIL	CLASS I	4'	
3b	OCEAN VISTA BIKEWAY	HARD SURFACE	10'	
5	PRICKLY PEAR TRAIL	HARD SURFACE (1)	4'	
6a	LAKEVIEW TRAIL	HARD SURFACE	8'	
6b	LAKEVIEW BIKEWAY	HARD SURFACE	8'	
7a	CATALINA VIEW TRAIL	SOFT-FOOTED	4'	
7b	SAGEBRUSH WALK TRAIL	NATURAL SURFACE SOFT-FOOTED	2'	
8	SWITCHBACK TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
9	EAST PORTAL TRAIL	SOFT-FOOTED	4'	

(1) UNLESS OTHERWISE NOTED

LEGEND

SOFT-FOOTED PEDESTRIAN TRAIL.
 NATURAL SURFACE PEDESTRIAN TRAIL.
 HARD SURFACE PEDESTRIAN TRAIL.
 HARD SURFACE PEDESTRIAN TRAIL—HANDICAP ACCESS.
 CONCRETE SIDEWALK.
 HARD SURFACE BICYCLE PATH.
 SOFT SURFACE BICYCLE PATH.
 CLASS II BICYCLE LANE.

EXISTING BRIDGE
 EXISTING BENCH
 EXISTING PICNIC TABLE

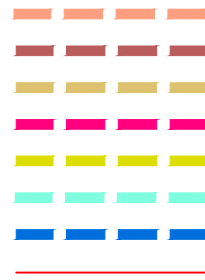


TRAIL TO BE CONSTRUCTED
 WITHIN TRACT 50666

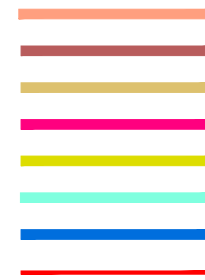


TRAIL ALREADY CONSTRUCTED
 WITHIN TRACT 50666

TRAILS ALREADY
 CONSTRUCTED



TRAILS TO BE
 CONSTRUCTED

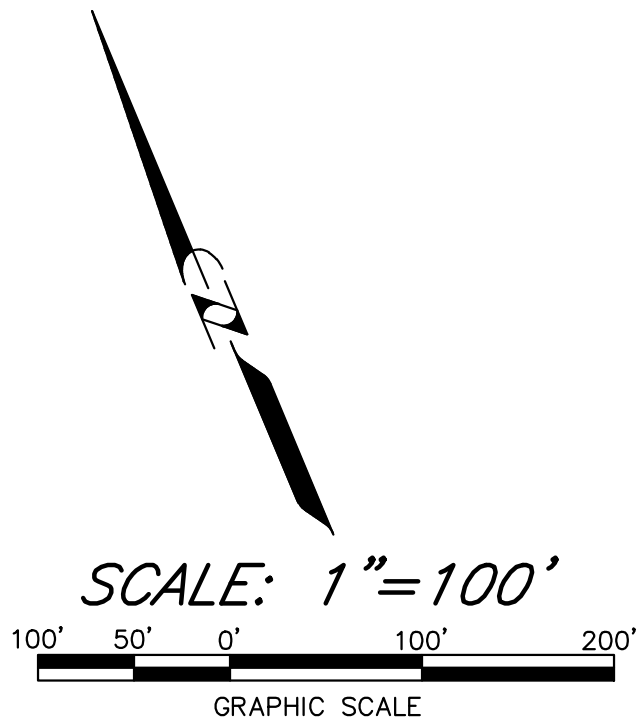


□ B

□ PT



TRAIL ALREADY CONSTRUCTED
 WITHIN TRACT 50667



SIGNS

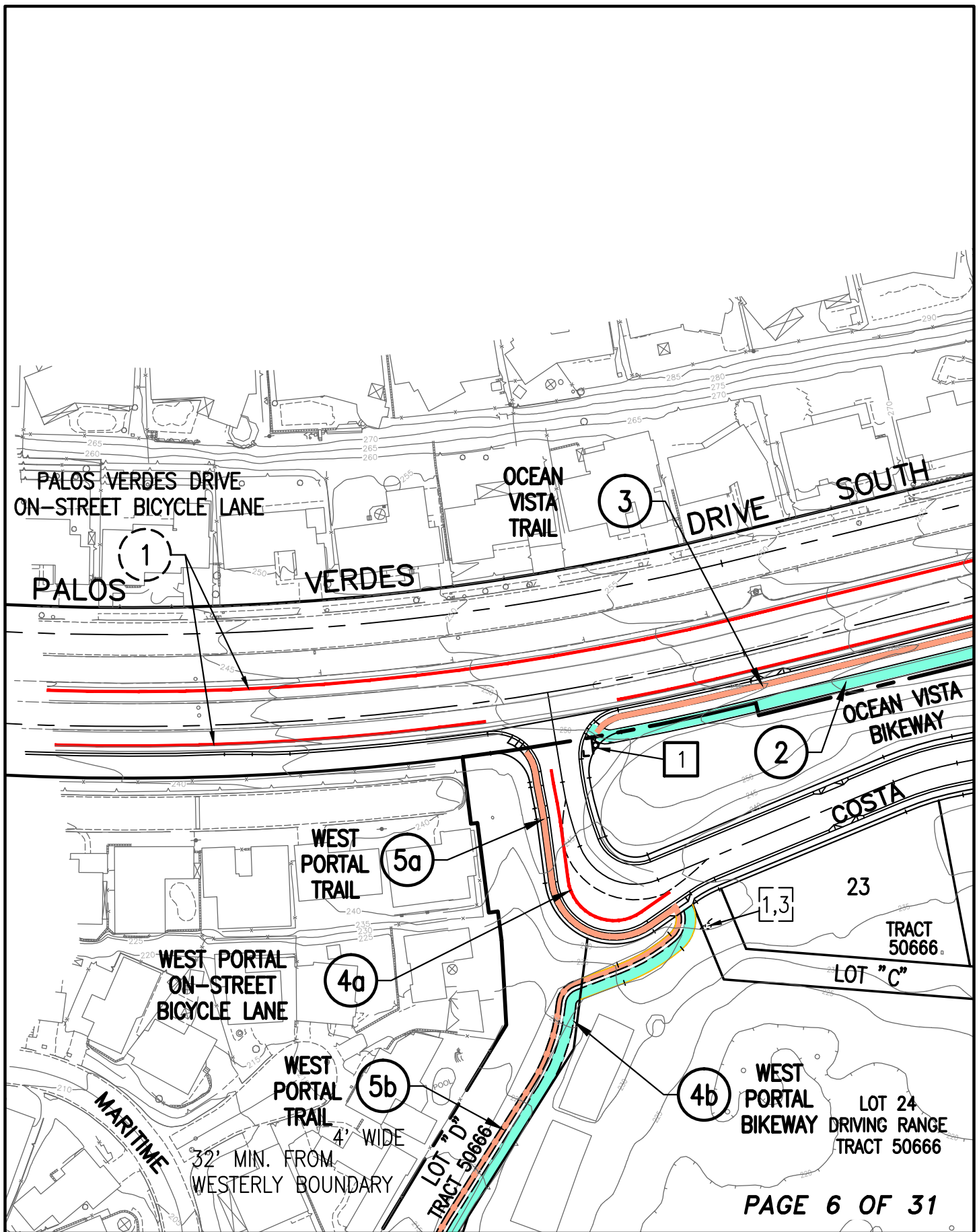
1. TRAIL NAME, DESTINATION, LEVEL OF DIFFICULTY (EASY, MODERATE, CHALLENGING), TYPE (PEDESTRIAN, BICYCLE).
2. HANDICAP ACCESSIBLE TRAIL.
3. BEACH ACCESS TRAIL
4. BIKEWAY NAME, DESTINATION, LEVEL OF DIFFICULTY (EASY, MODERATE, CHALLENGING), TYPE (BICYCLE).
5. END BIKE TRAIL.
6. END BIKE LANE.
7. NO BICYCLE ACCESS.
8. PUBLIC ACCESS PARKING ONLY.
9. PUBLIC RECREATION PARKING ONLY, NO GOLF PARKING.
10. HANDICAP PARKING.
11. WARNING SIGN (BEYOND THIS POINT THE PUBLIC TRAIL IS STEEP AND UNPAVED, PROCEED AT YOUR OWN RISK!).
12. ACTIVE GULF AREA, PROCEED WITH CAUTION.
13. WARNING, DANGEROUS CONDITION DO NOT CLIMB ON OR OVER THE FENCE DON'T EVEN THINK ABOUT IT!
14. NO PERSONS SHALL REMAIN IN ANY PARK BETWEEN ONE HOUR AFTER SUNDOWN AND ONE HOUR BEFORE SUNRISE.
15. ALL DOGS MUST BE ON A LEASH (6 FT. MAX. LENGTH).
16. ALL PETS MUST BE RESTRAINED ON A LEACH (6 FT. MAX. LENGTH). PLEASE PICK UP AFTER YOUR PET!
17. NO ANIMALS (NO ANIMALS PERMITTED ON THE BEACH OR THE OCEAN).
18. PUBLIC RESTROOMS (DIRECTIONAL).
19. CLUBHOUSE AND GRILL OPEN TO THE PUBLIC.
20. DIRECTION TO PUBLIC TRAIL
21. DIRECTION TO PARK, TRAILS, CLUBHOUSE AND RESTAURANTS.
22. GOLFERS ONLY, NO TRAIL ACCESS.
23. GOLFERS ONLY, NO PEDESTRIAN ACCESS.
24. PRESERVE RULES
25. HABITAT AREA
26. NO TRESPASSING, ENDANGERED SPECIES HABITAT.
27. ENVIRONMENTALLY SENSITIVE HABITAT, PLEASE KEEP OUT
28. PARK NAME.
29. WWII PLAQUE.

☒ PROPOSED

⌵ PROPOSED SIGN

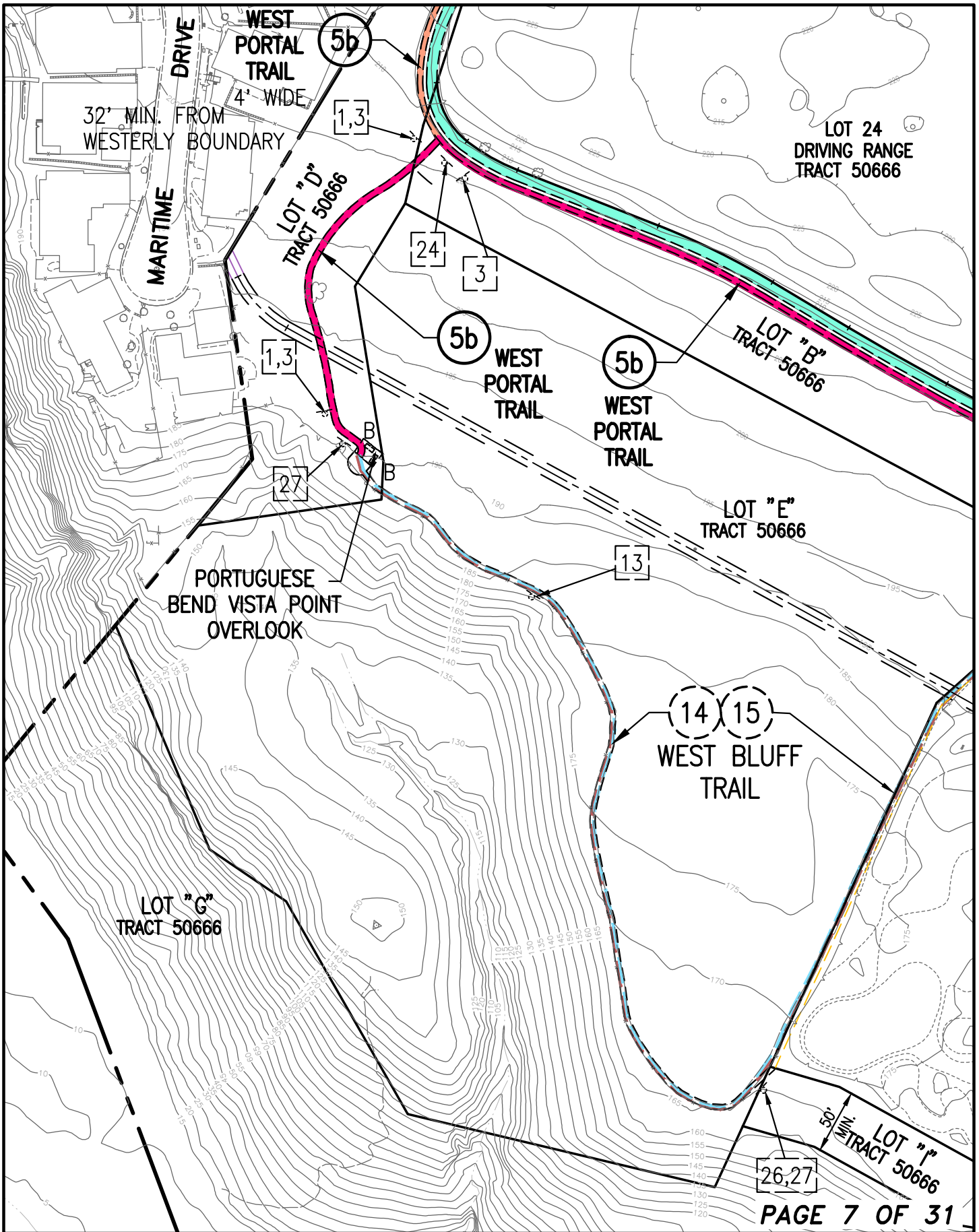
☐ EXISTING

⌵ EXISTING SIGN

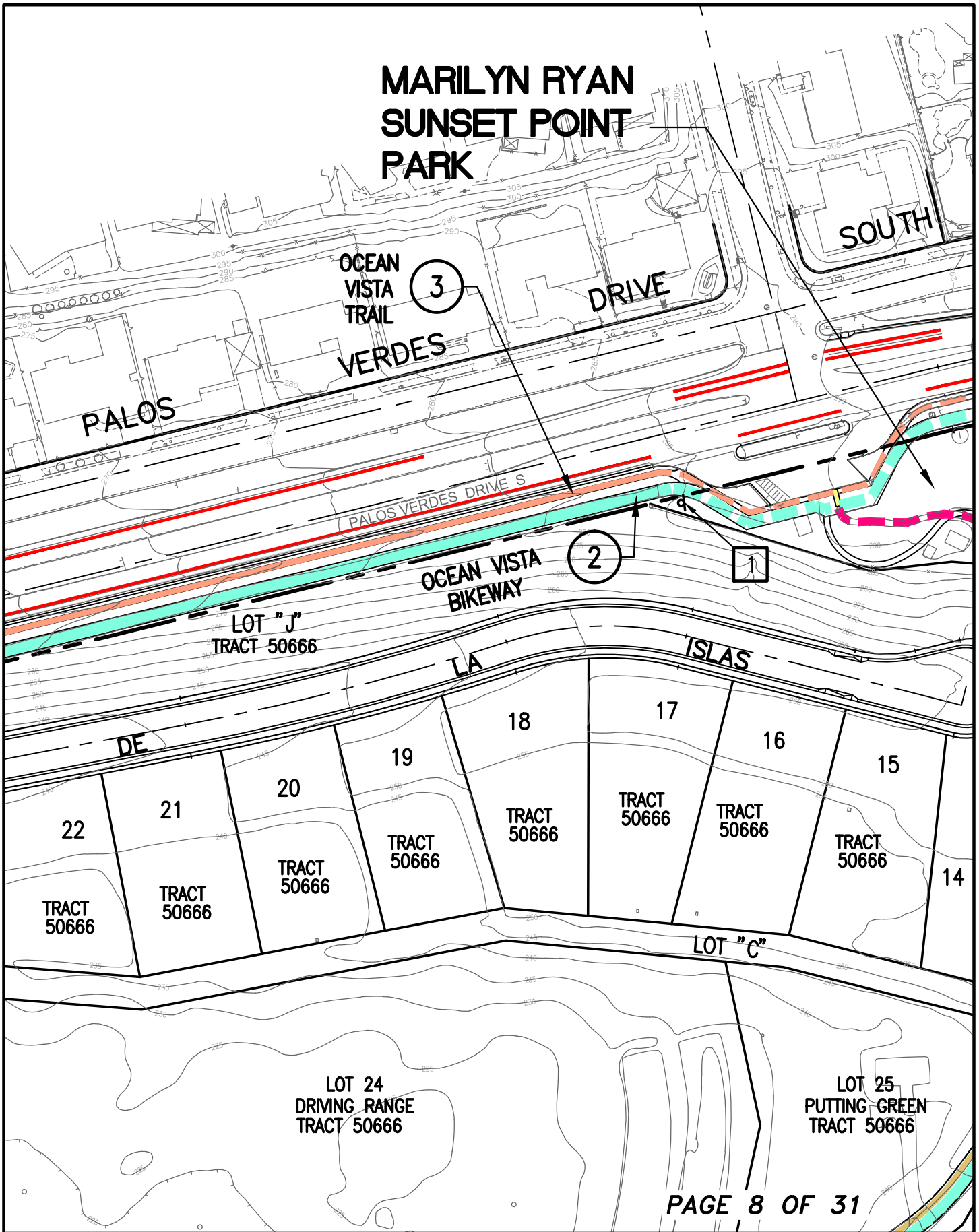


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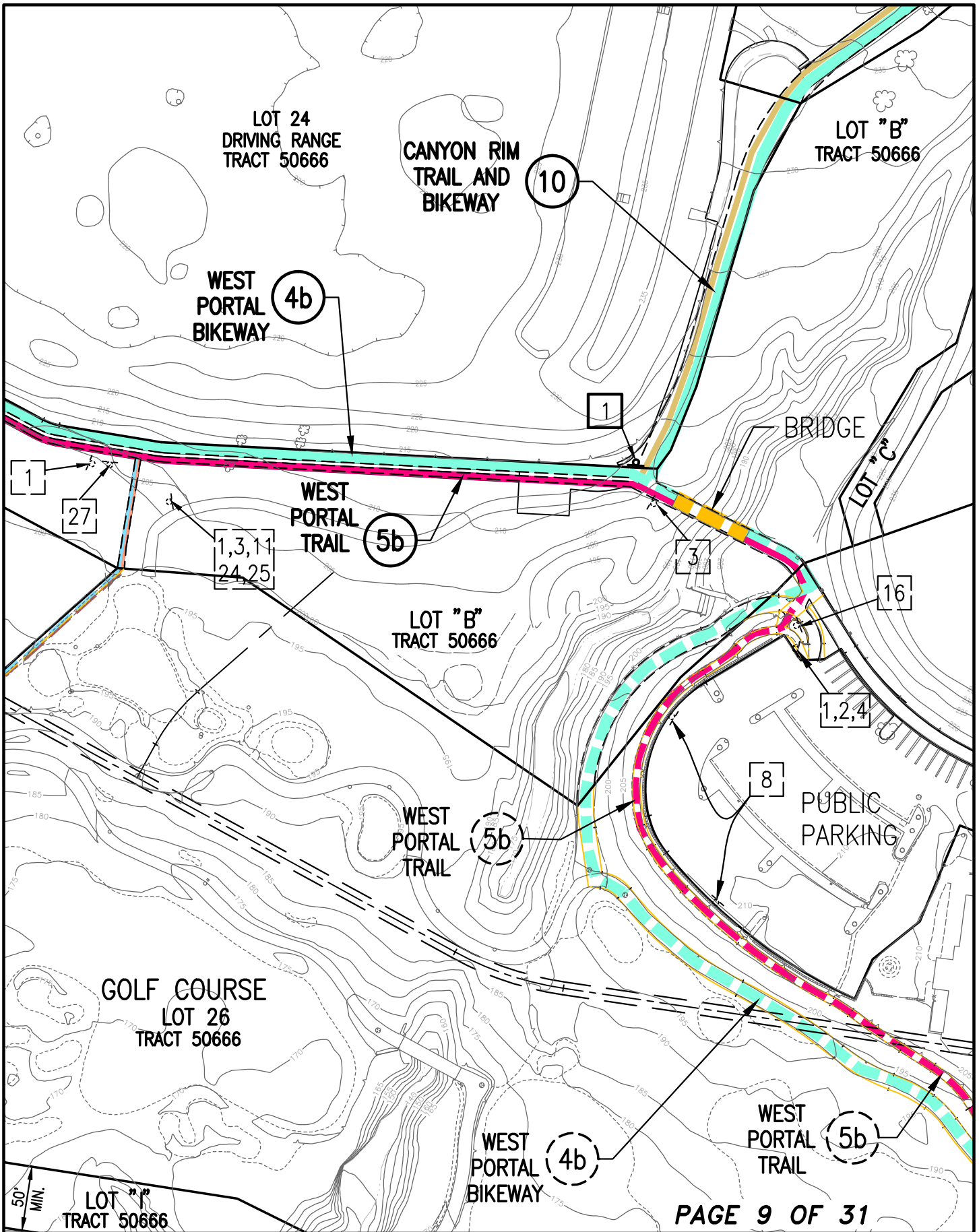


MARILYN RYAN SUNSET POINT PARK



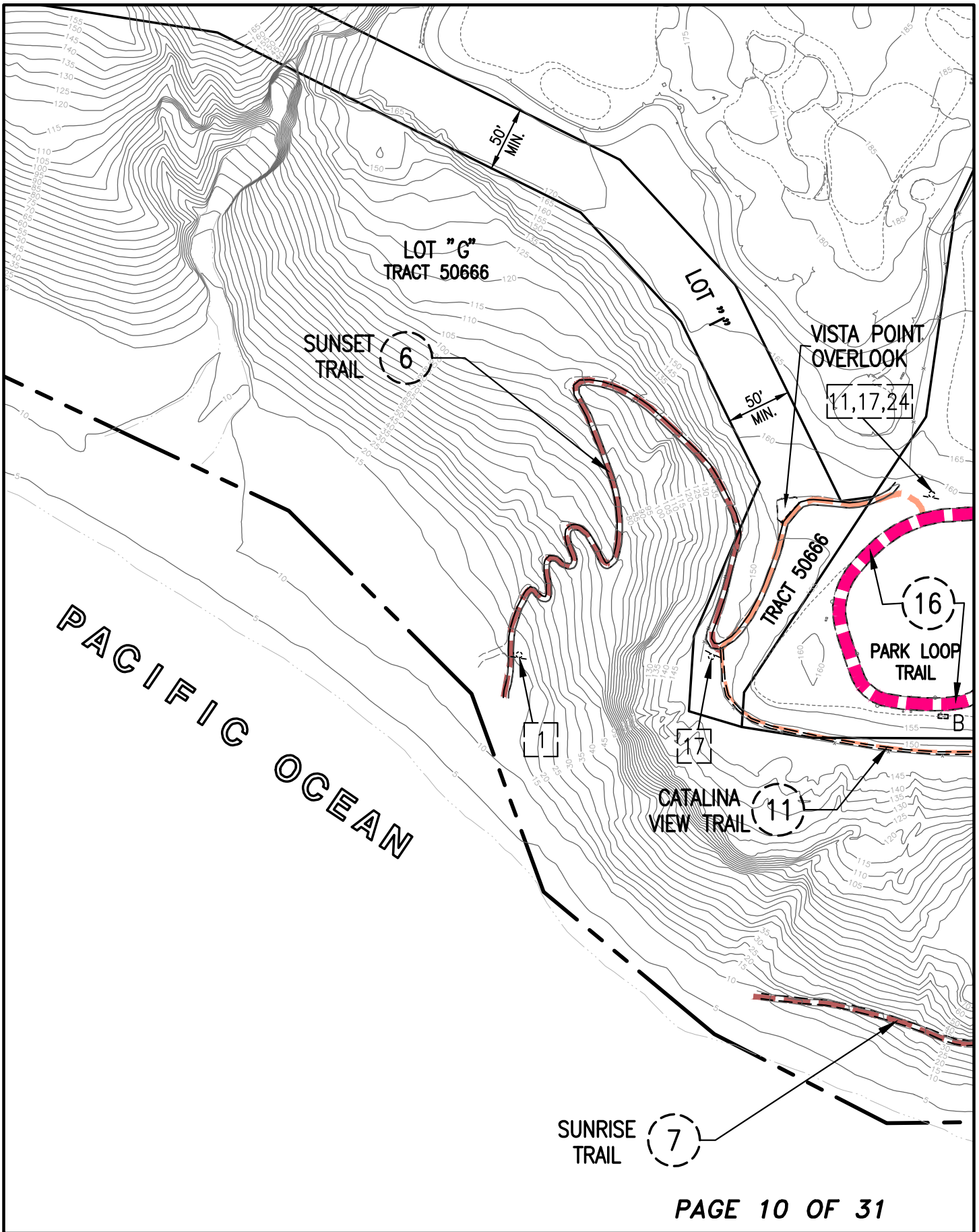
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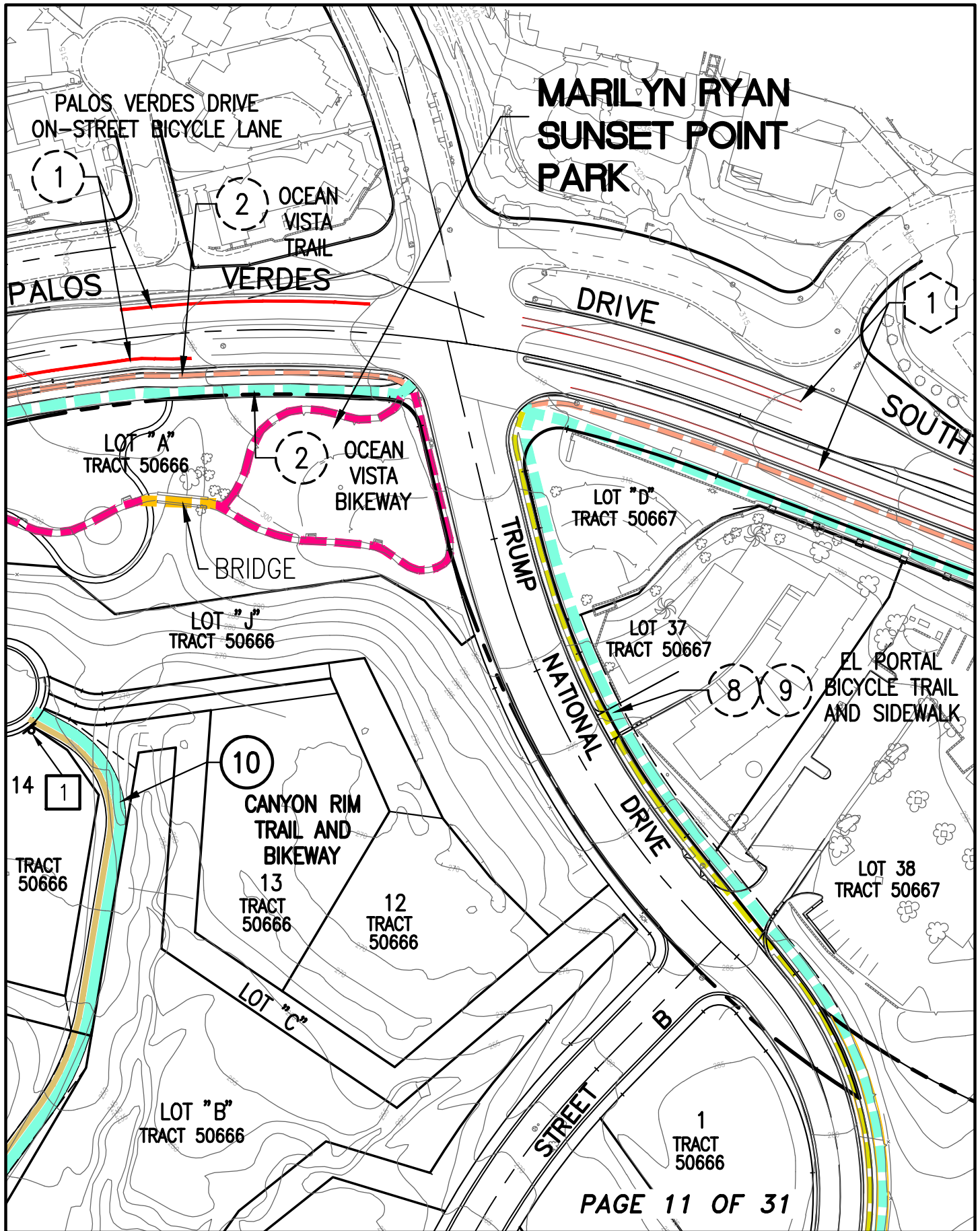
SEE PAGE 11



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SEE PAGE 12





MARILYN RYAN SUNSET POINT PARK

PALOS VERDES DRIVE
ON-STREET BICYCLE LANE

DRIVE

SOUTH

LOT "A"
TRACT 50666

OCEAN VISTA
BIKEWAY

BRIDGE

LOT "J"
TRACT 50666

LOT "D"
TRACT 50667

LOT 37
TRACT 50667

EL PORTAL
BICYCLE TRAIL
AND SIDEWALK

CANYON RIM
TRAIL AND
BIKEWAY

13
TRACT
50666

12
TRACT
50666

LOT "C"

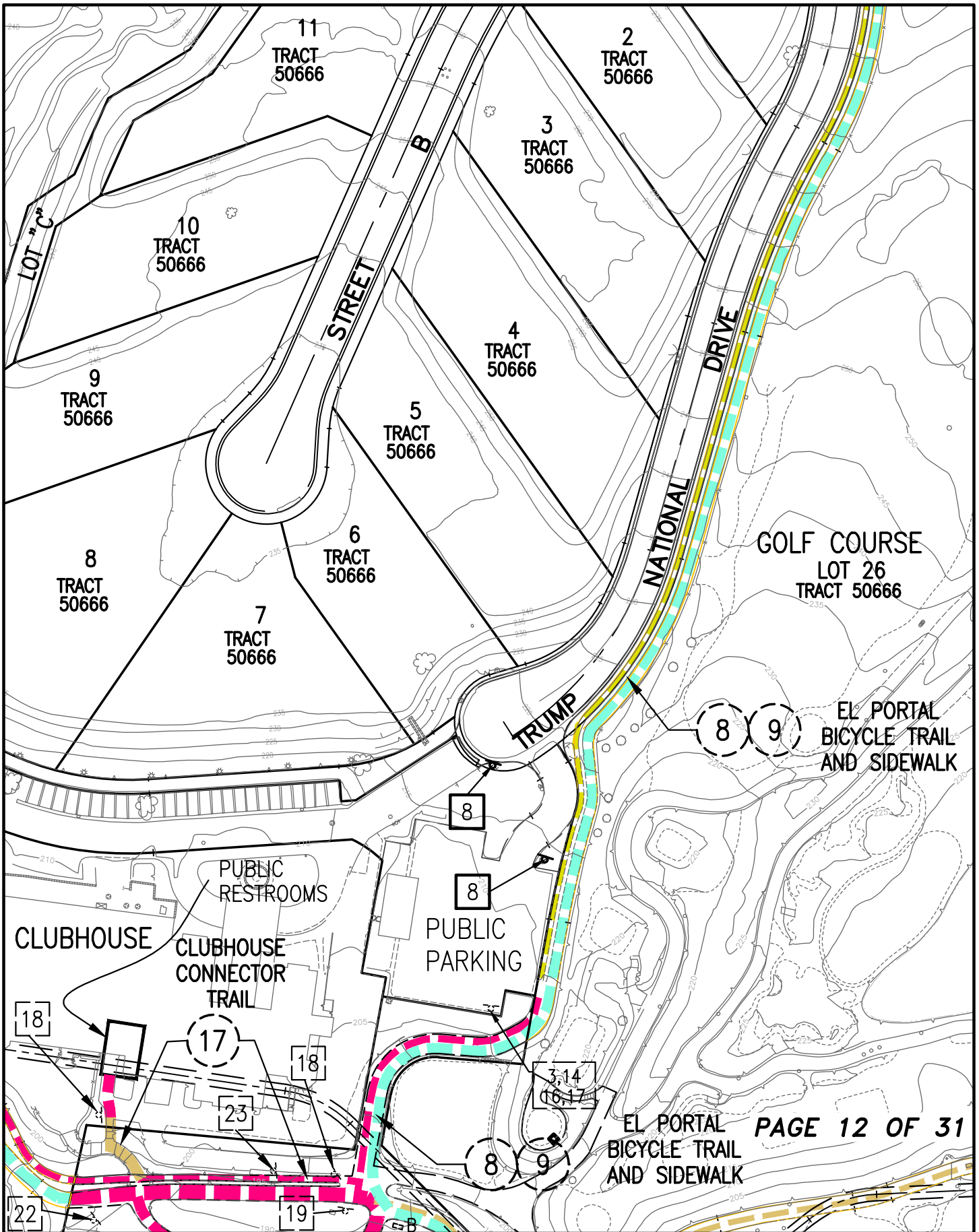
LOT "B"
TRACT 50666

1
TRACT
50666

SEE PAGE 8

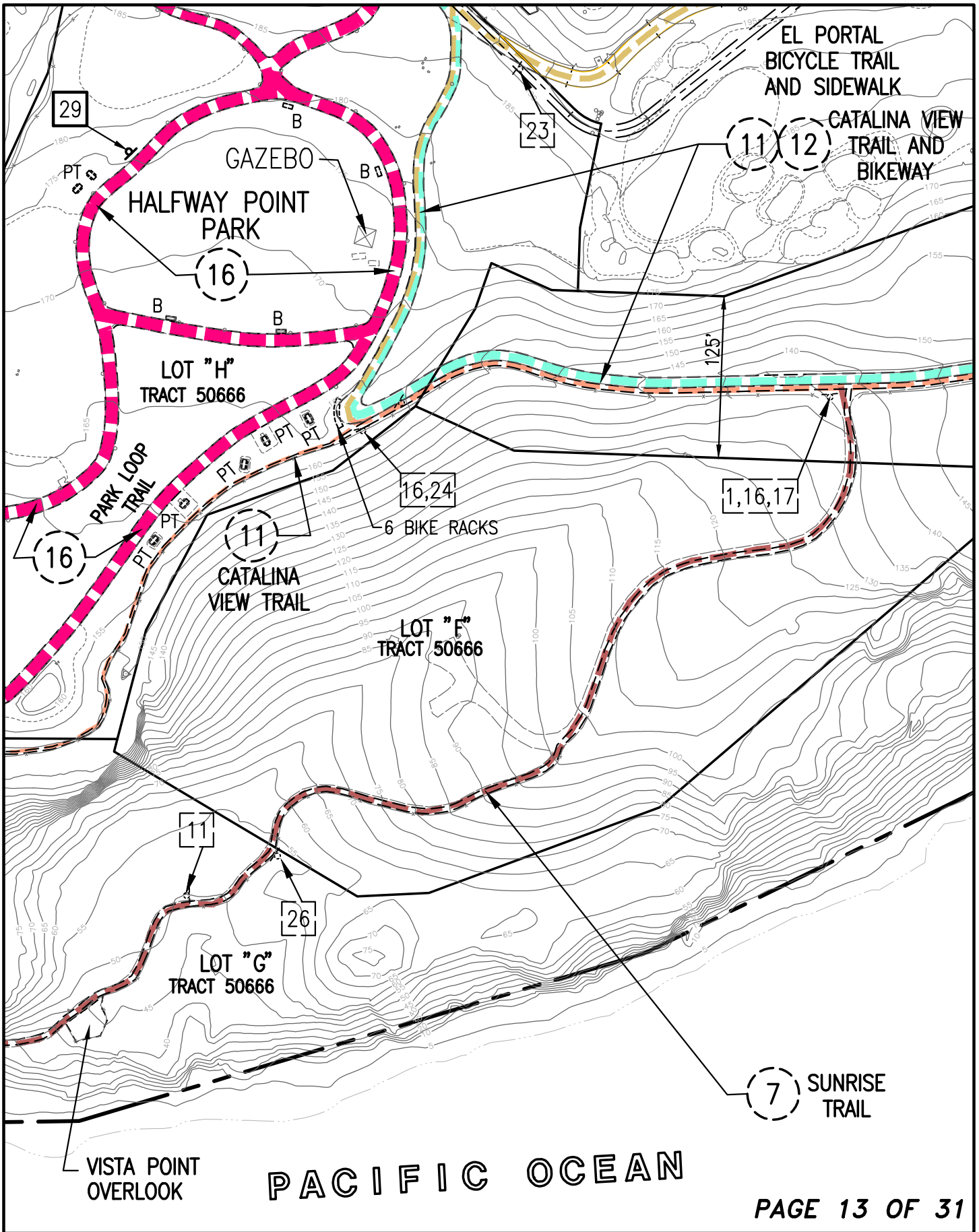
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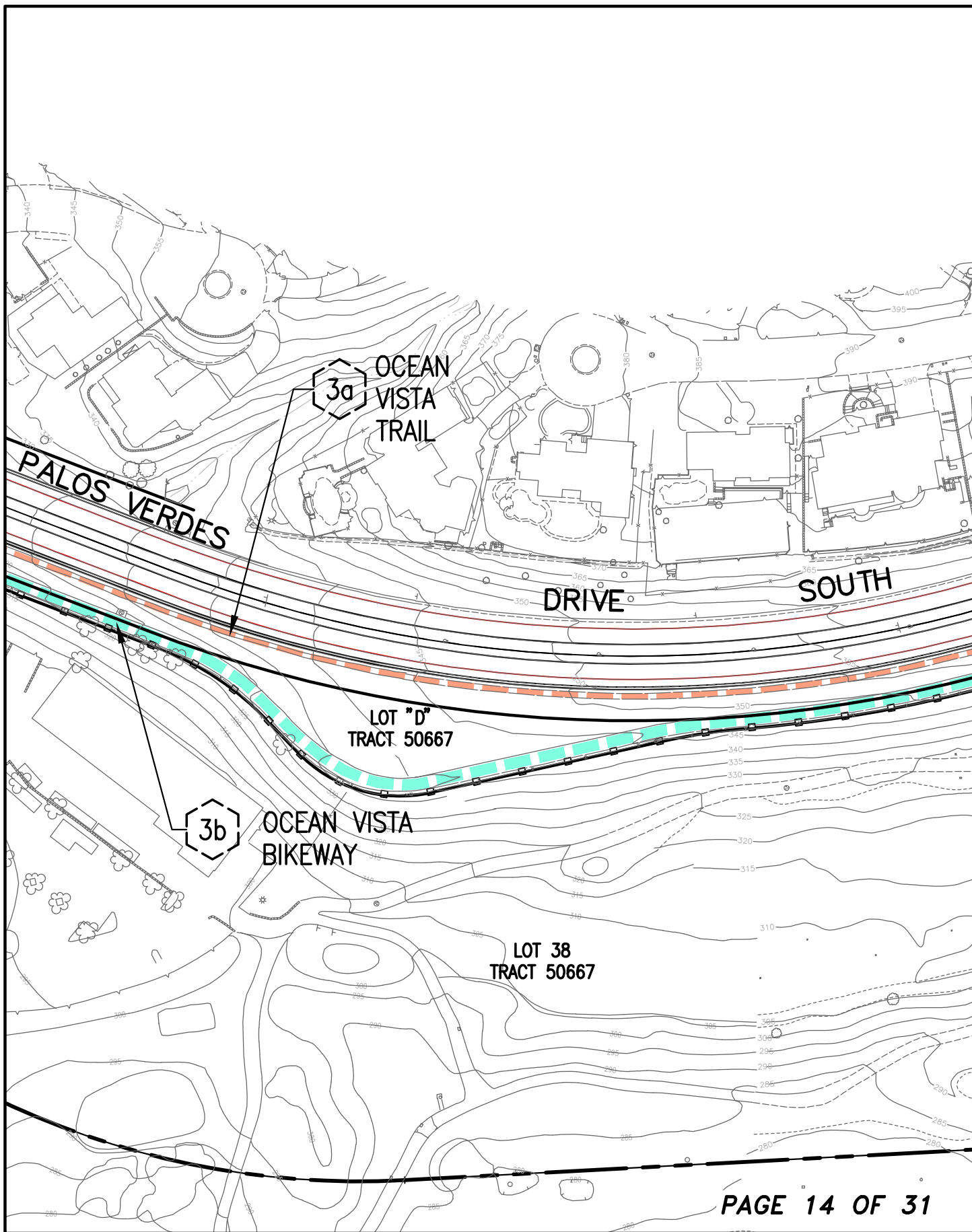


SEE PAGE 10

SEE PAGE 16

PACIFIC OCEAN

SEE PAGE 11



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SEE PAGE 15

SEE PAGE 14

GOLF COURSE
LOT 26
TRACT 50666

TRACT 50666

(13a)
FLYING
GOLFBALL
TRAIL

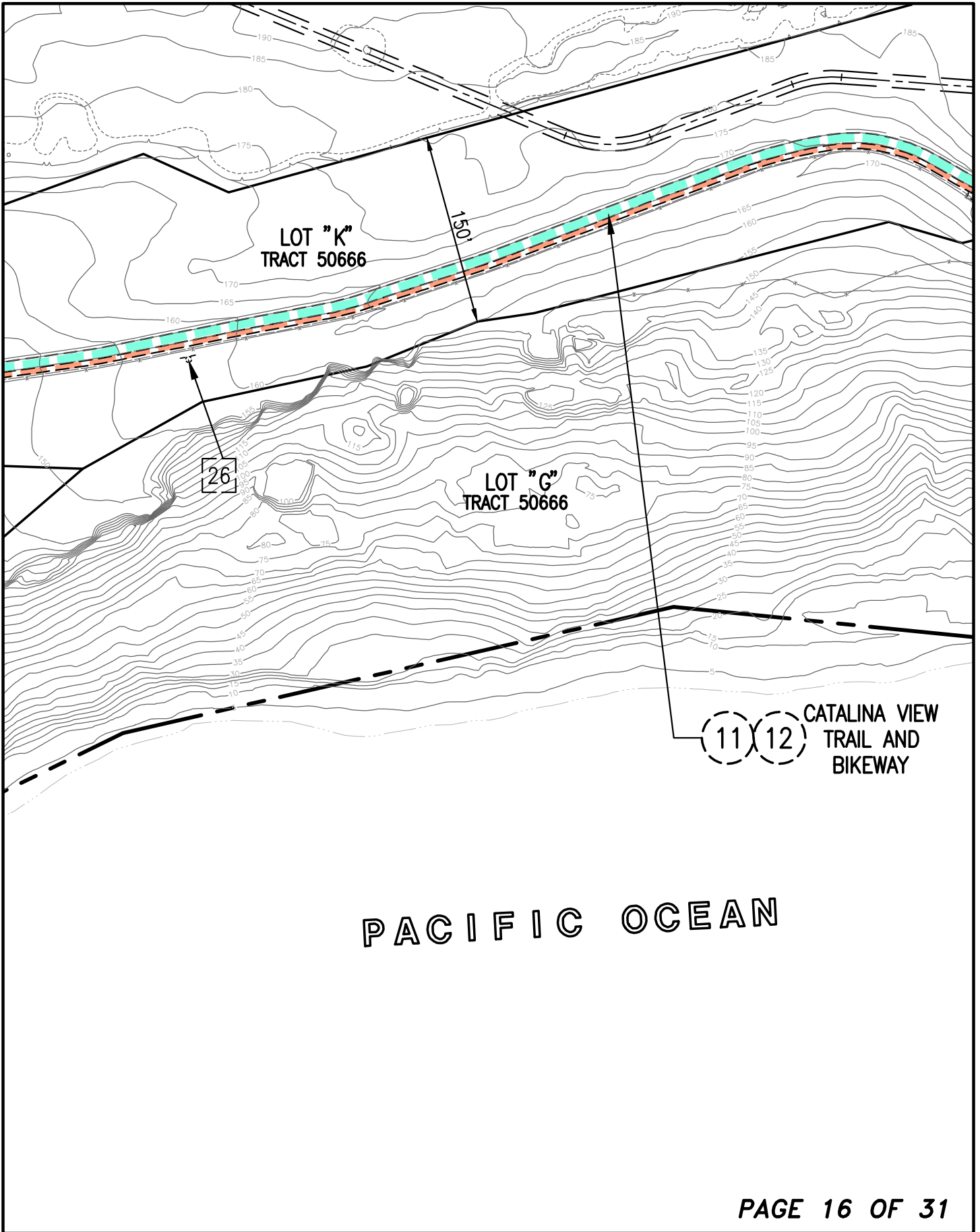
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SEE PAGE 12

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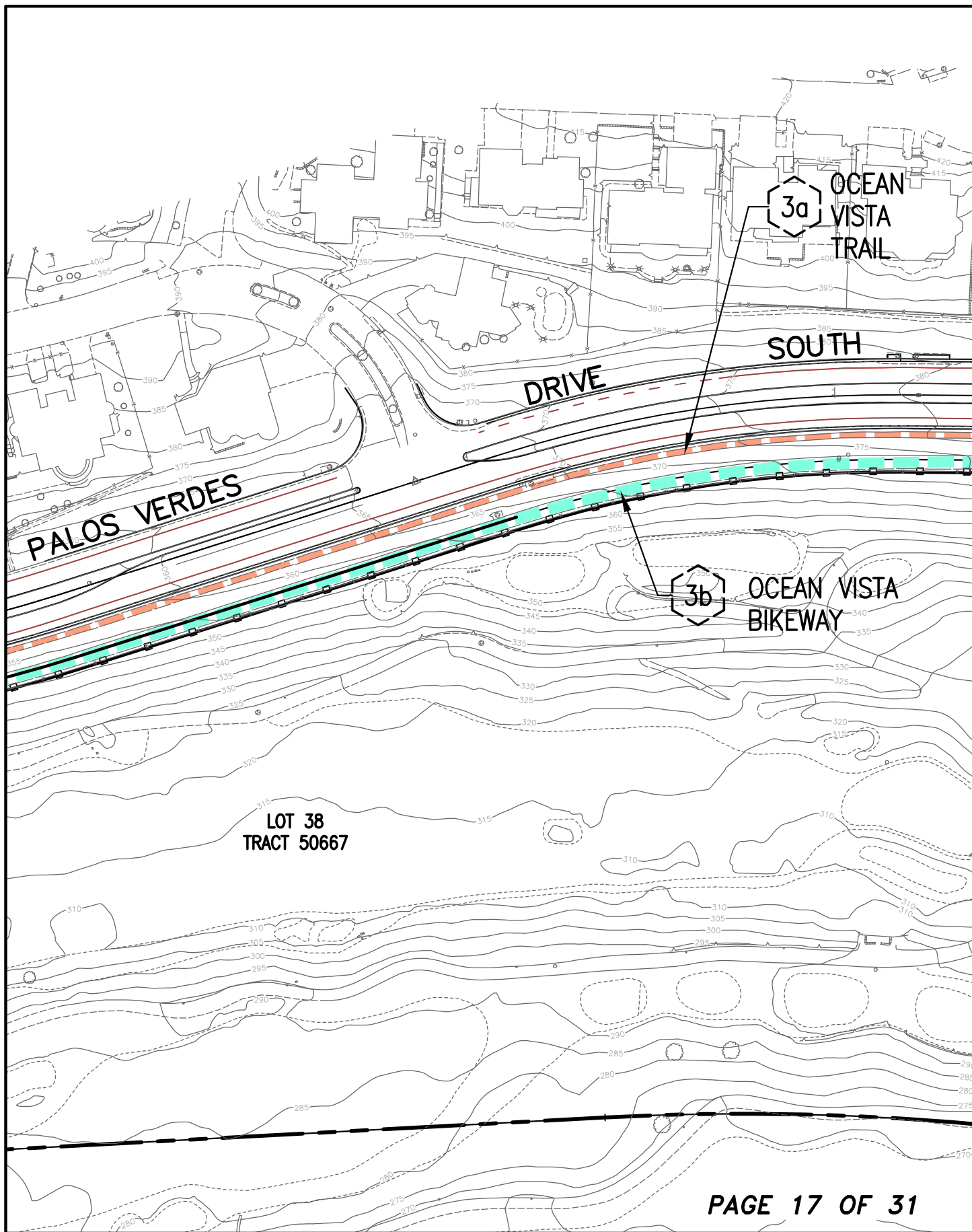


SEE PAGE 13

SEE PAGE 19

PACIFIC OCEAN

SEE PAGE 14



SEE PAGE 20

TRACT 50666

GOLF COURSE
LOT 26
TRACT 50666

LAKEVIEW
BIKEWAY

(6b)

FLYING
GOLFBALL
TRAIL

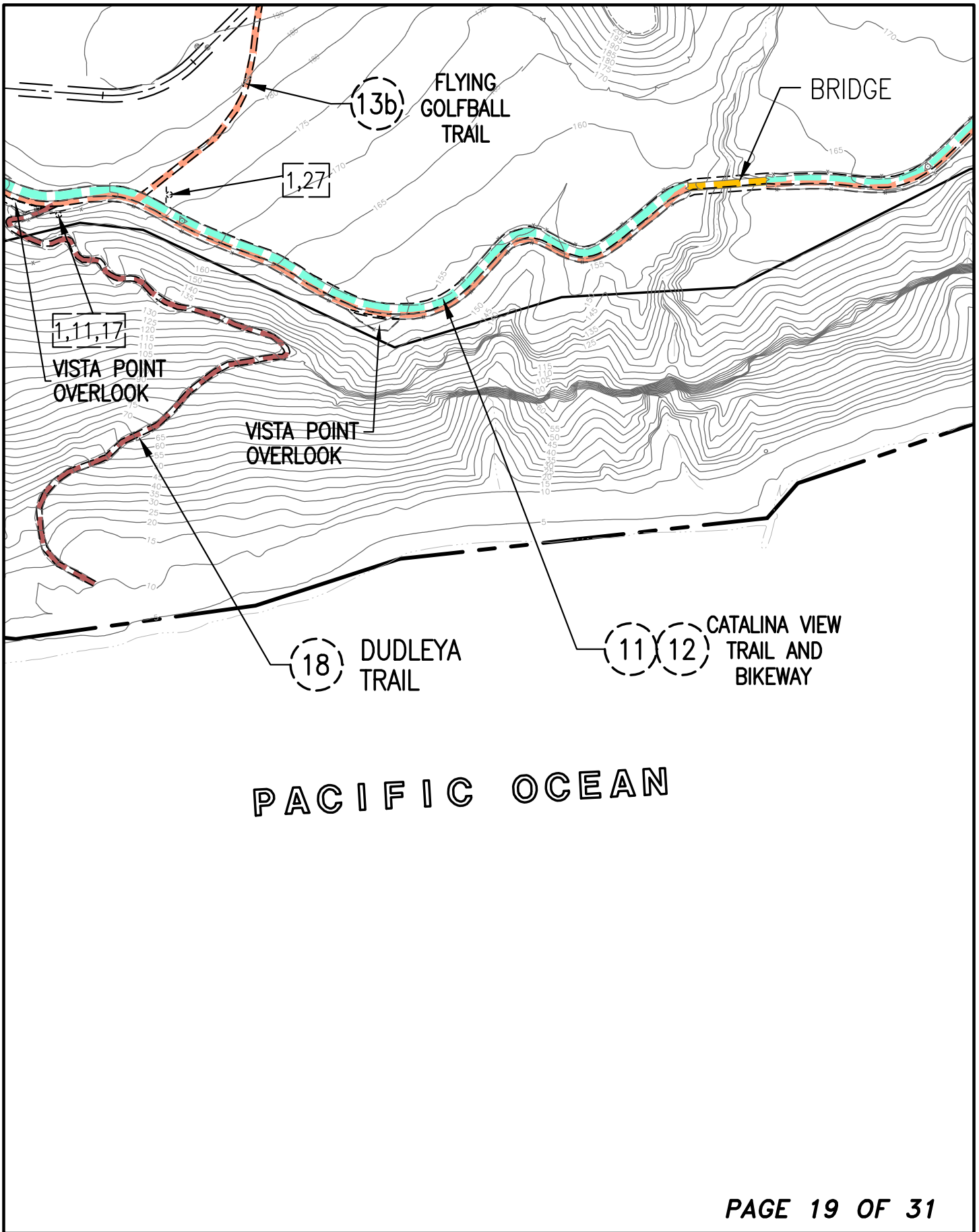
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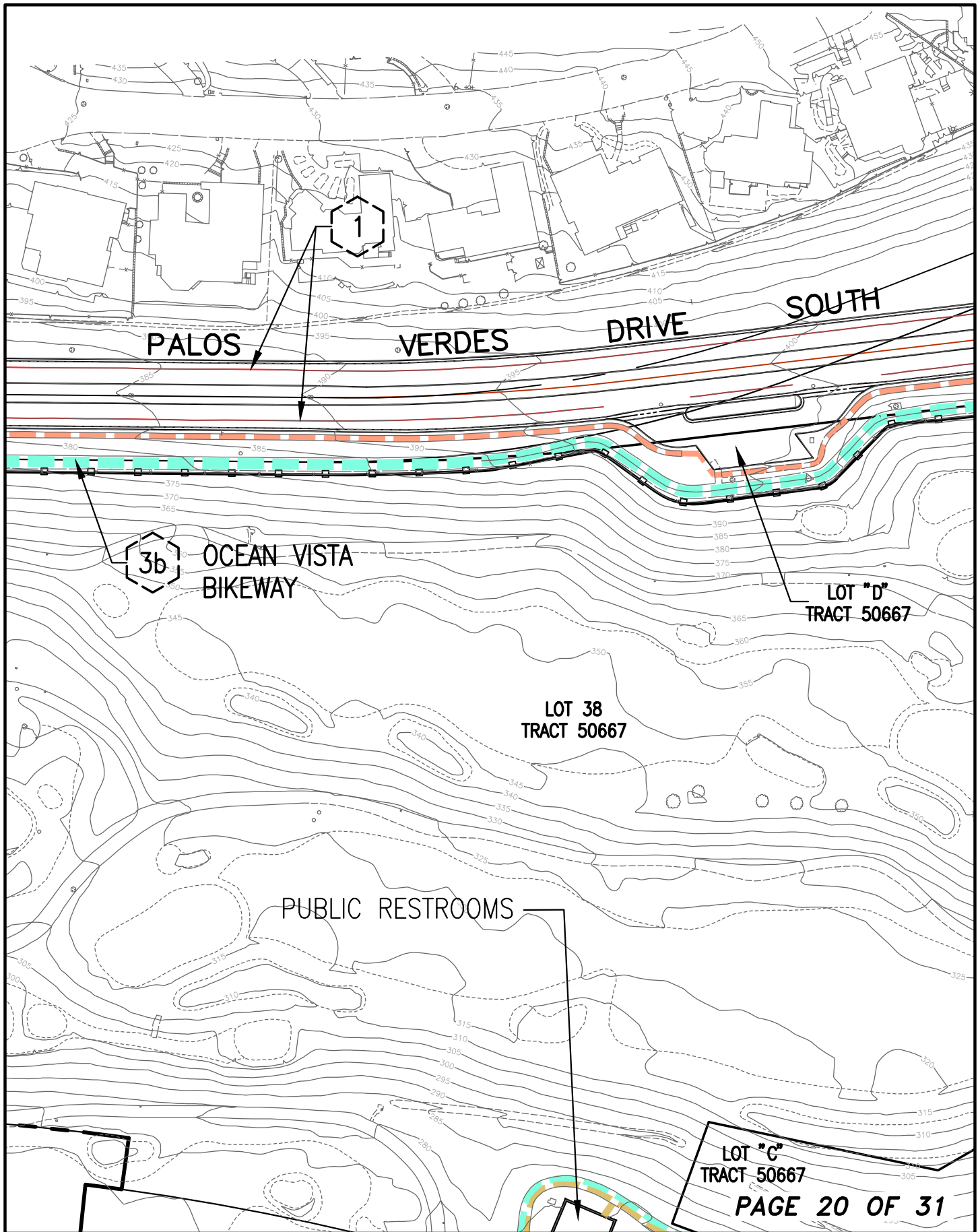


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SEE PAGE 22

PACIFIC OCEAN

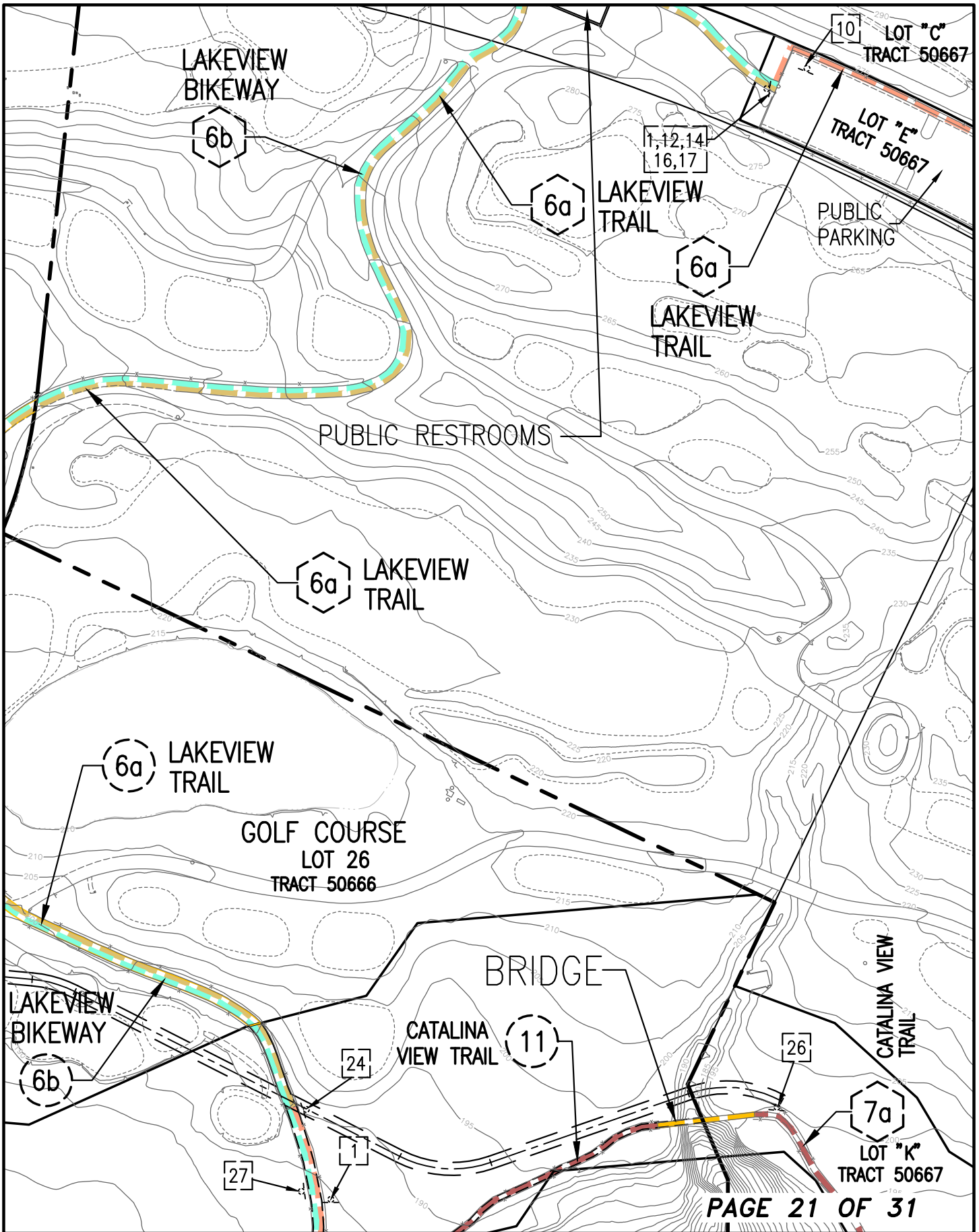
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SEE PAGE 21

SEE PAGE 20



SEE PAGE 18

SEE PAGE 24

SEE PAGE 22

SEE PAGE 21

LOT "K"
TRACT 50666

11,27

16

VISTA POINT
OVERLOOK

LOT "G"
TRACT 50666

VISTA POINT
OVERLOOK

CATALINA
VIEW TRAIL

7a

LOT "I"
TRACT 50667

COASTAL
SWITCHBACK
TRAIL

8

(11)(12)

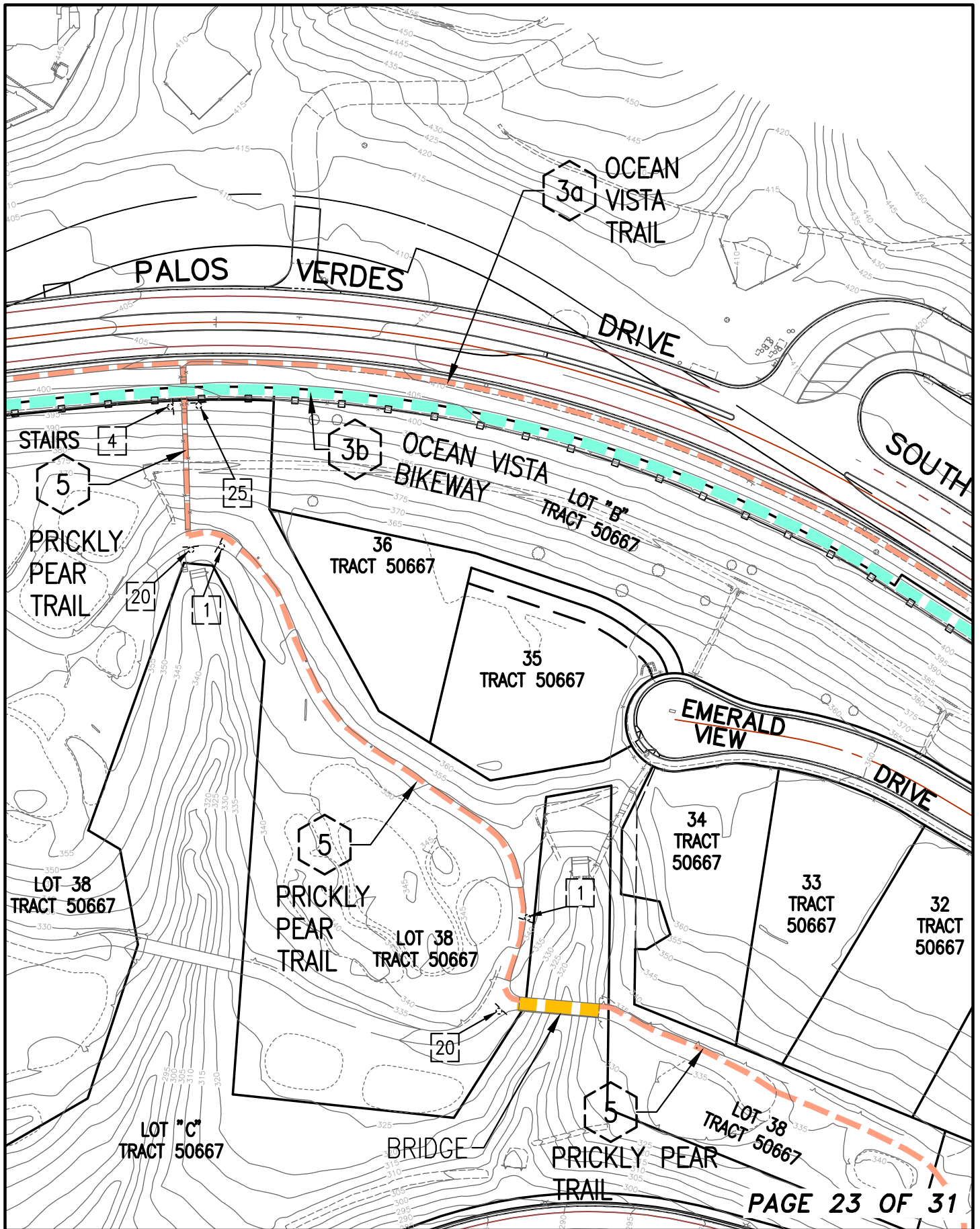
CATALINA VIEW
TRAIL AND
BIKEWAY

(11)

CATALINA
VIEW TRAIL

PACIFIC OCEAN

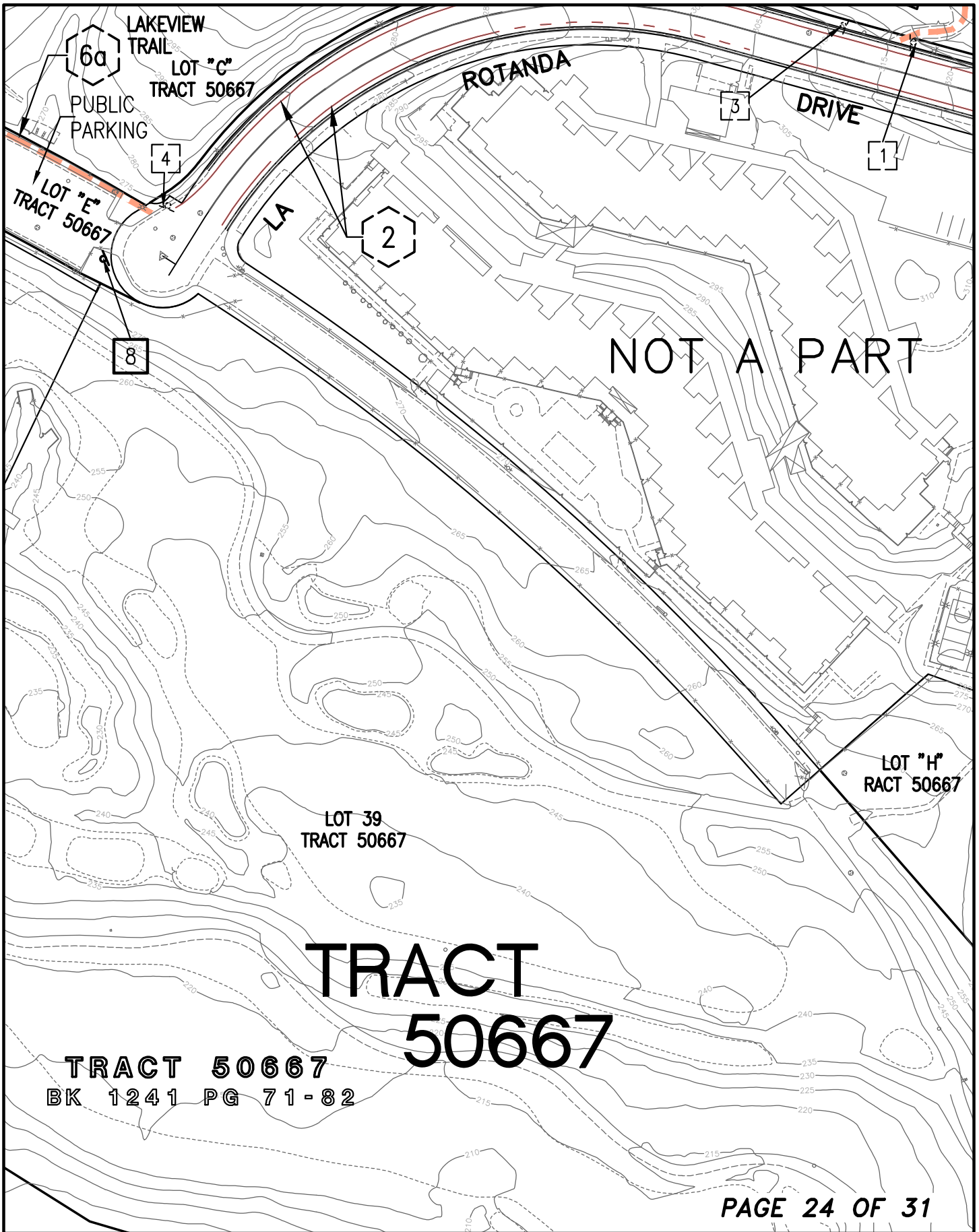
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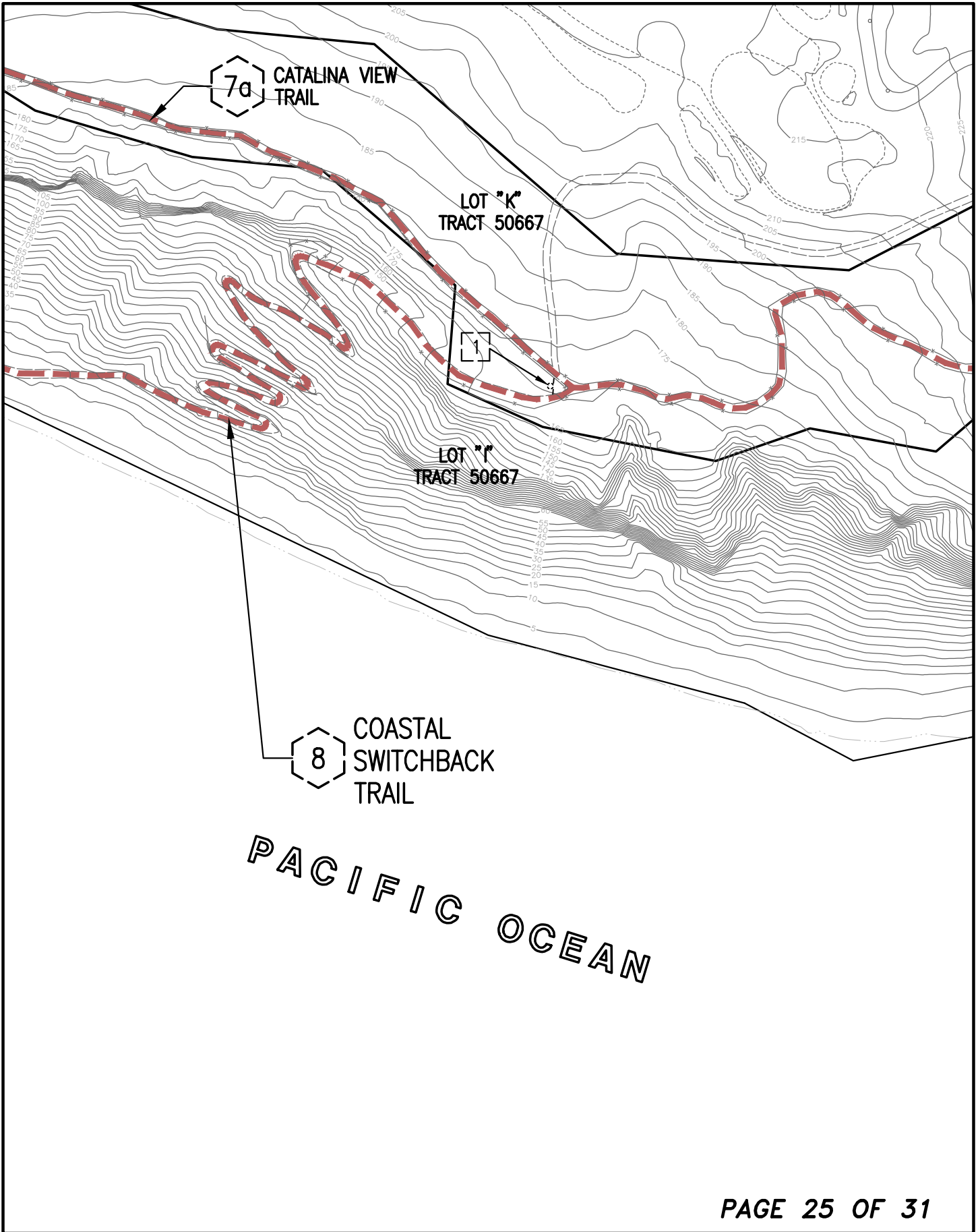


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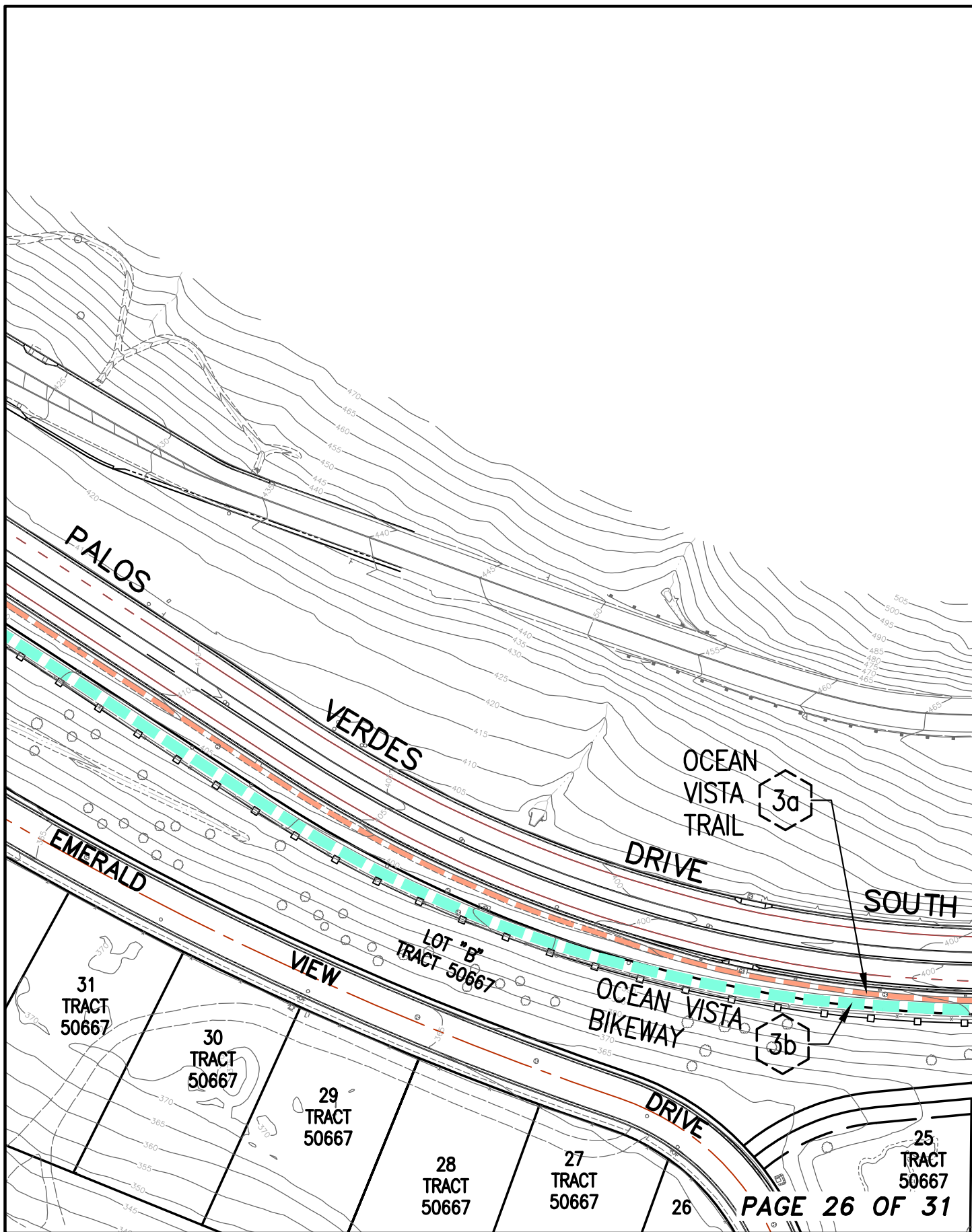
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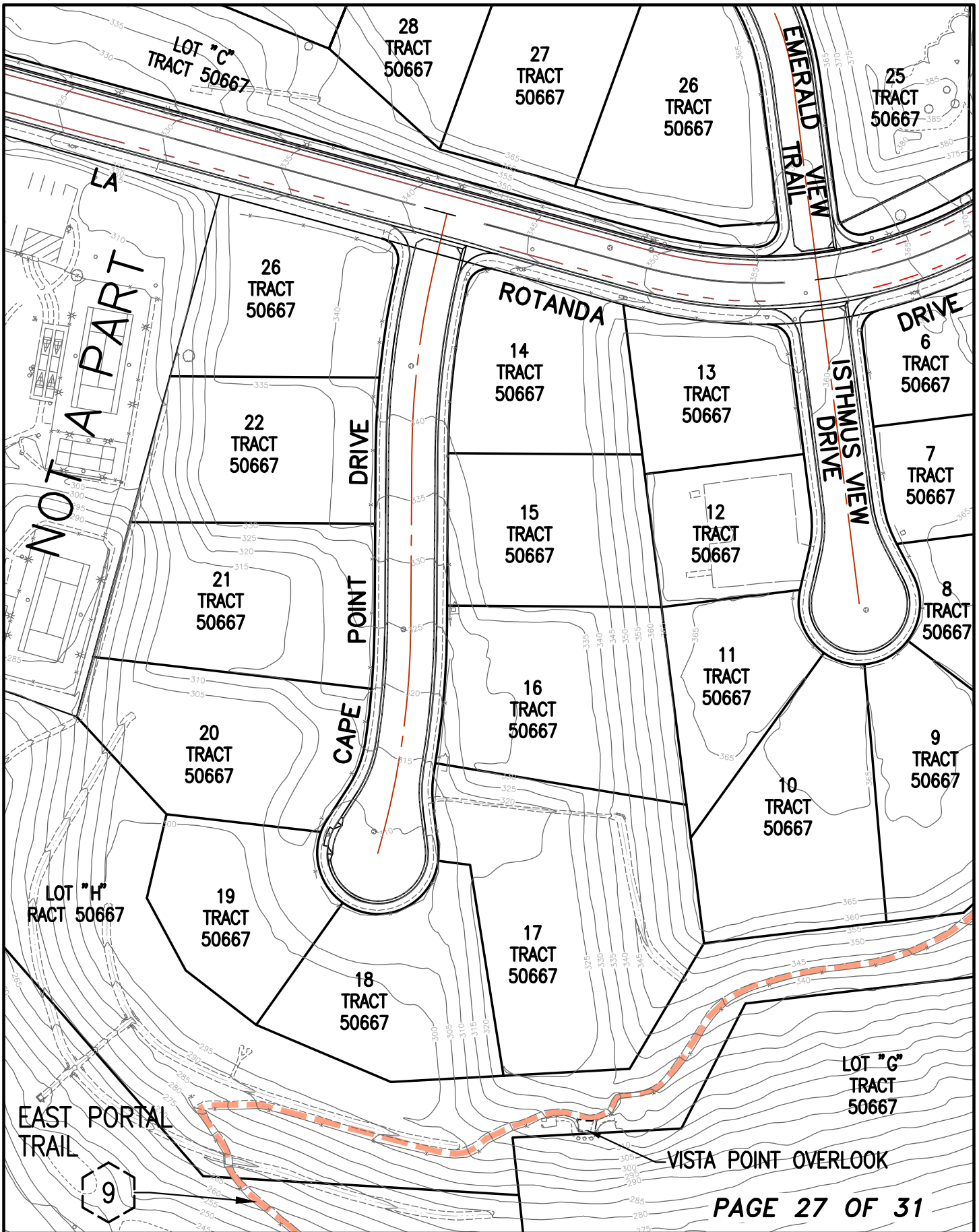
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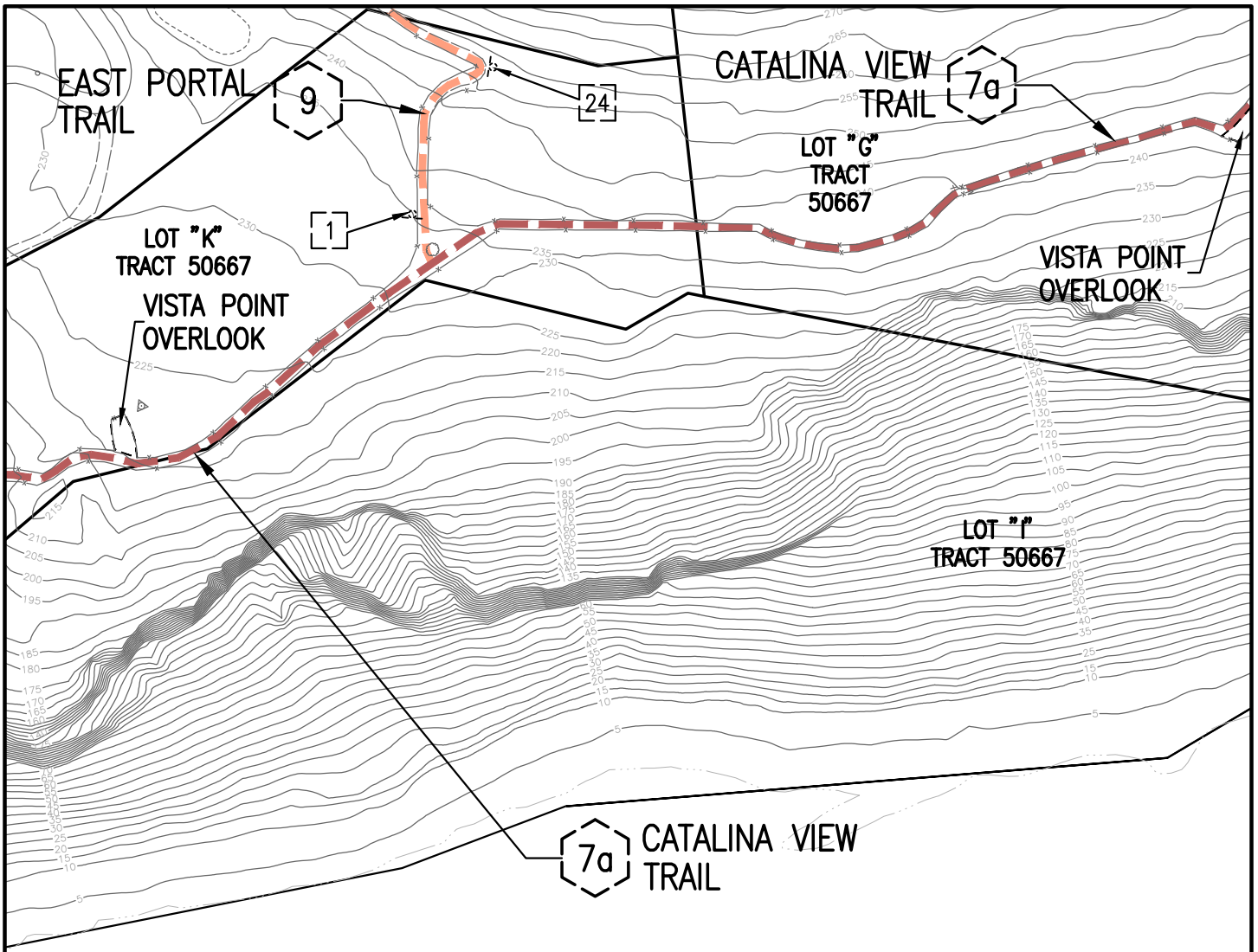
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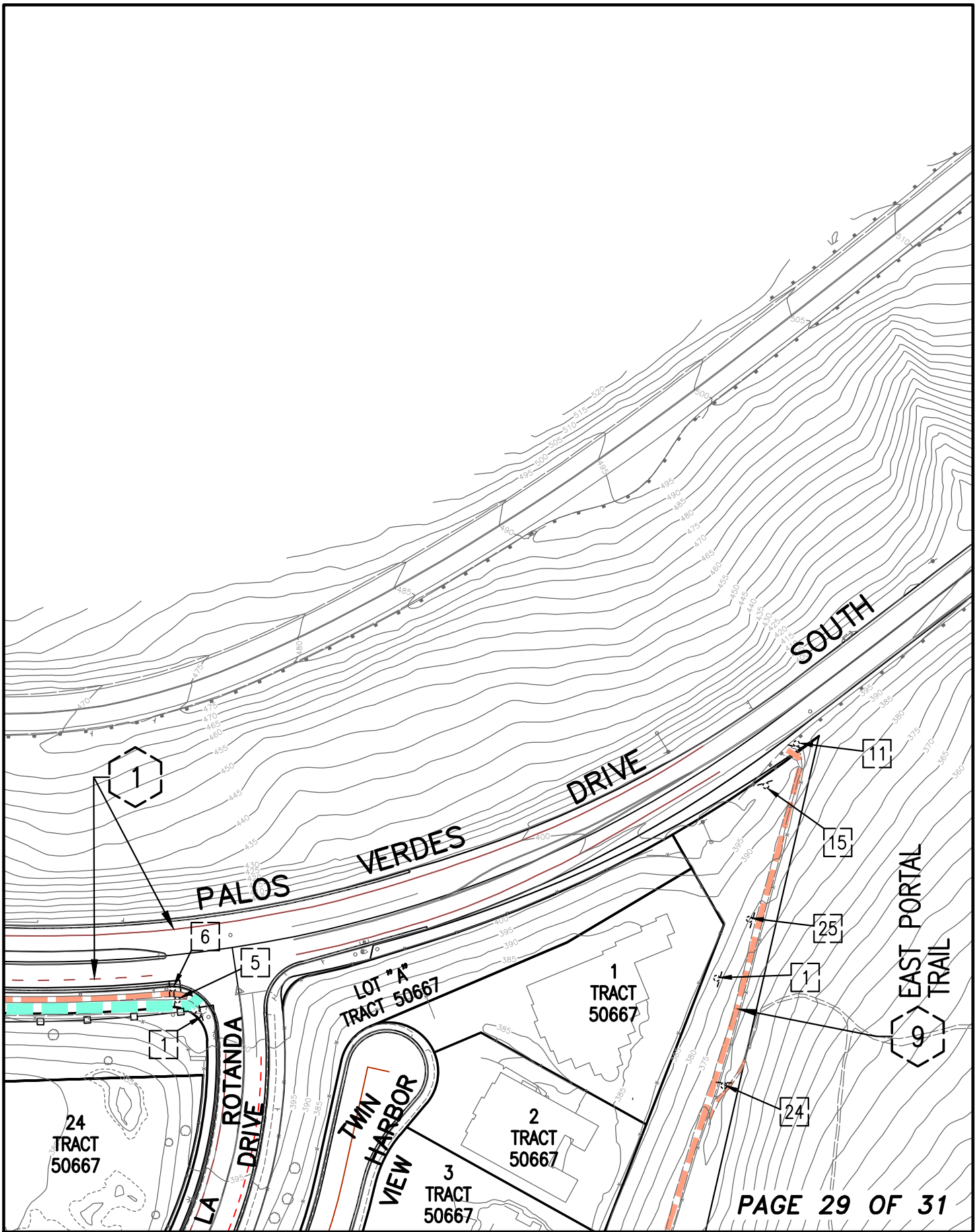


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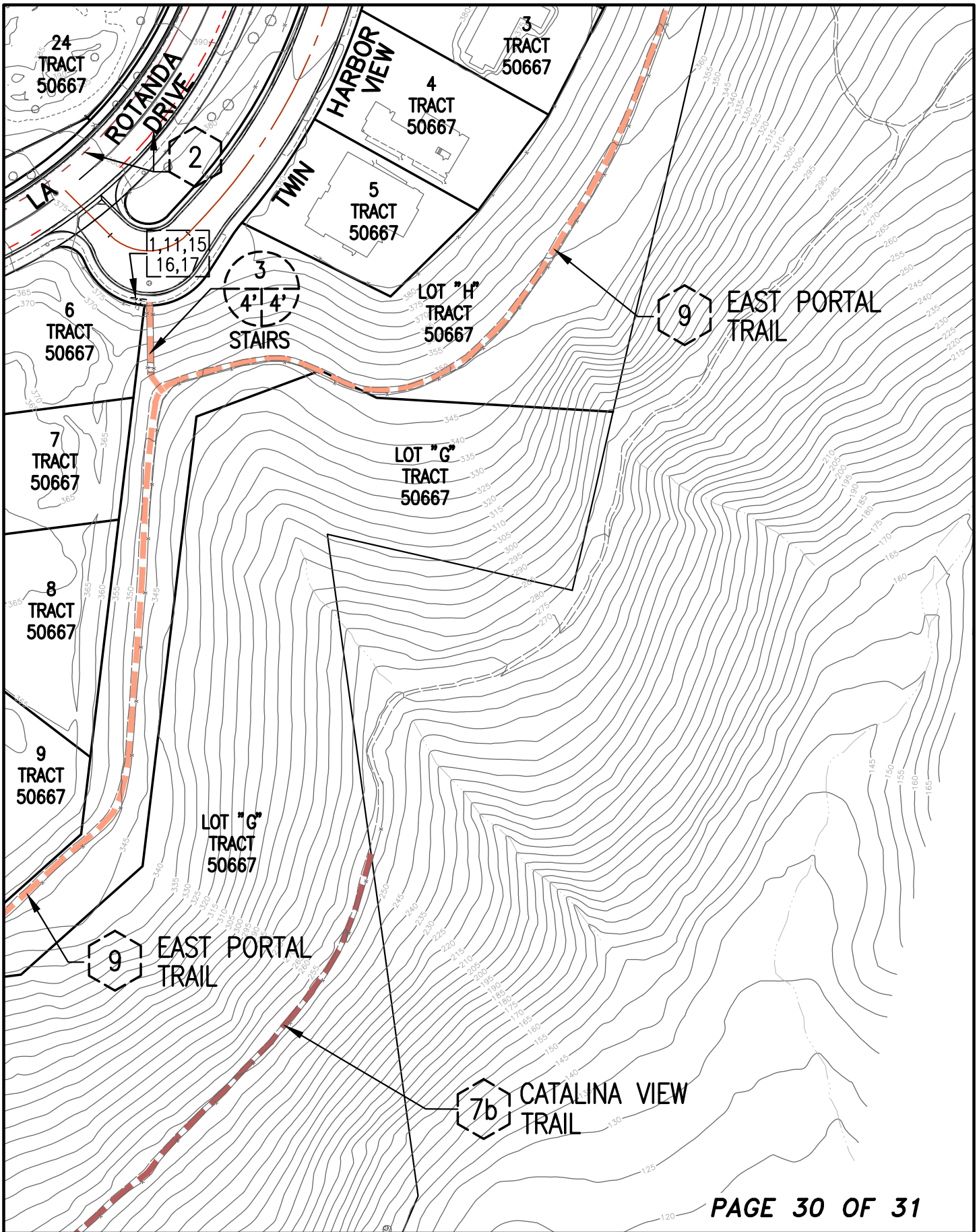
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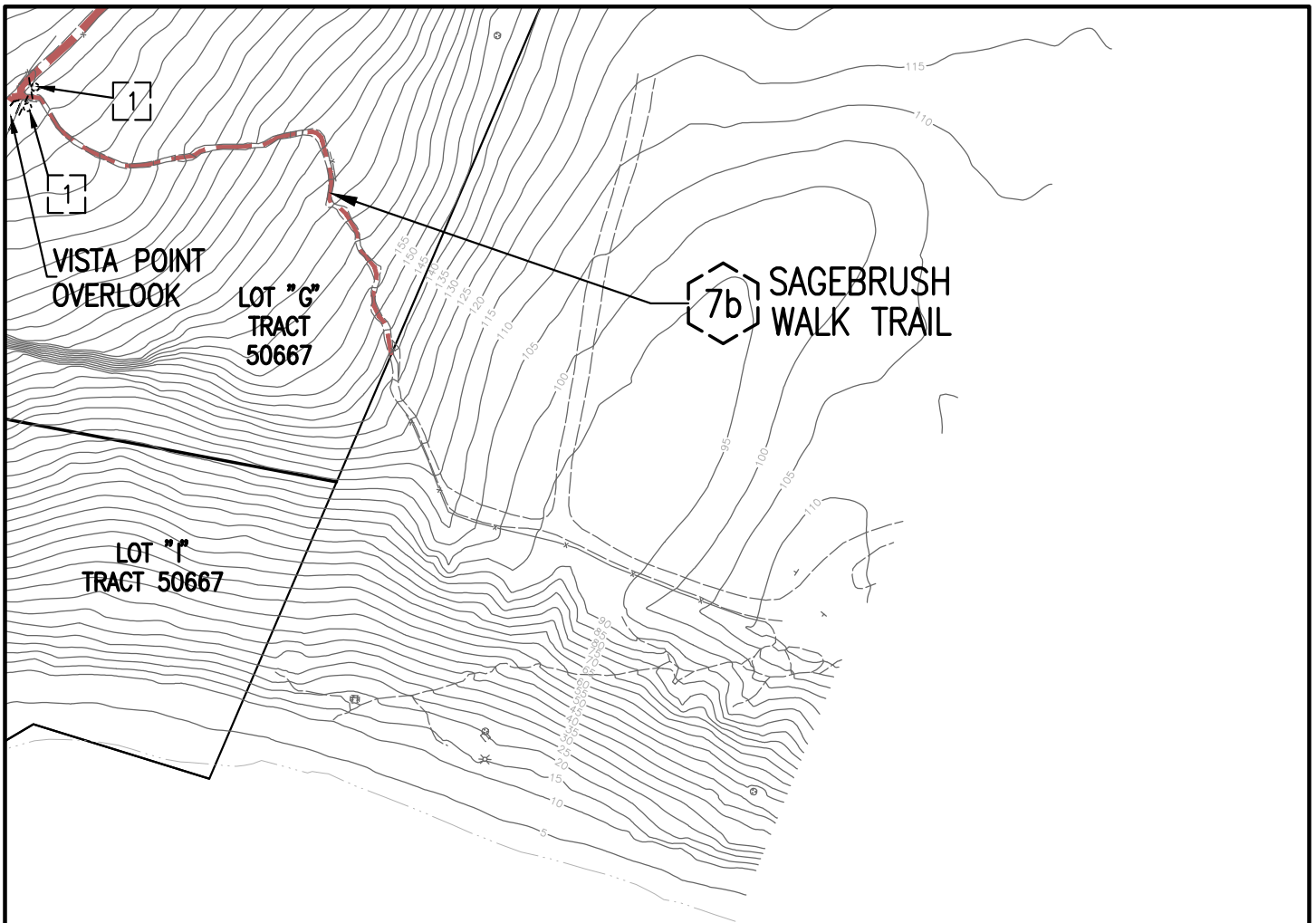
PACIFIC OCEAN

SEE PAGE 26



SEE PAGE 30





PACIFIC OCEAN

EXHIBIT E

Form of Subordination Agreement

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

SUBORDINATION AGREEMENT

The undersigned, beneficiary under that certain [Fee and Leasehold Deed of Trust, Security Agreement and Fixture Filing] ("Deed of Trust") encumbering all or a portion of the real property described in Exhibit A, attached hereto ("Property"), which Deed of Trust was recorded on [_____], in the Official Records of Los Angeles County, California ("Official Records"), as Instrument No. [_____], hereby consents to the terms, conditions, and provisions of (a) that certain Amended and Restated Declaration of Restrictions, made by VH Property Corp. and VHPS, LLC (collectively, "Owners") in favor of the City of Rancho Palos Verdes ("City"), dated as of _____, 2018, and recorded in the Official Records ("Declaration"), and (b) that certain Amended and Restated Development Agreement, between Owners and the City, dated as of _____, 2018, and recorded in the Official Records ("Development Agreement").

The undersigned and hereby agrees that the lien of the Deed of Trust (as the same may be modified, amended, or restated from time to time) shall be and remain at all times unconditionally subject and subordinate to the provisions of the Declaration and Development Agreement and any modifications or amendments thereto.

[_____,]
a [_____]

By:
Name:
Title:

[Insert Notary Acknowledgment]

EXHIBIT A

Legal Description of the Property

[Attached]

EXHIBIT F

Conditions of Approval

All conditions set forth under the California Coastal Commission Development Permit Amendment A-5-RPV-93-005-A21 (and any further amendments thereto)

All conditions of approval imposed on the Project by the City as set forth below.

CONDITIONS OF APPROVAL FOR REVISION FFF (PLCU2018-0006) TRUMP NATIONAL GOLF CLUB

A. GENERAL

1. Within 30 days of approval of Revision "FFF", the developers shall submit, in writing, a statement that they have read, understand, and agree to all of the conditions of approval contained in this exhibit.
2. Approval of this Revision "FFF" is conditioned upon the Applicant entering into an agreement with the City of Rancho Palos Verdes within 20 days of the date of this approval, subject to approval by the City Attorney, to indemnify and defend the City against all damages, claims, judgements, and litigation costs, including, without limitation, attorney's fees awarded to a prevailing party, arising from the approval of the project and all issues related thereto.

B. AFFORDABLE HOUSING

On-Site

1. In conjunction with Vesting Tentative Tract Map 50667, the developer shall provide a minimum of 4 dwelling units on-site as rental housing, which shall be affordable to very low to low income households. These units shall be provided on-site in conjunction with development of the golf course. Each unit shall contain at least 850ft² of living space and two bedrooms. A minimum of 2 enclosed parking spaces shall be provided for each unit. The units shall be available for rent prior to the opening of the 18-hole golf course. A covenant which guarantees that the affordable units shall not revert to market rate for a minimum period of 30 shall be recorded no later than the date of recordation of the final map.

Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low income levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed).

- a. The total number of on-site market-rate dwelling units shall be

limited to one dwelling unit per buildable acre of land. However, as an incentive to the developer to provide affordable housing, the 4 affordable dwelling units to be provided on-site shall be allowed to exceed the one dwelling unit per buildable acre maximum. However, in no event shall more than 63 units (both market-rate and affordable) be constructed on the total project site, which includes Vesting Tentative Tract Map Nos. 50666 and 50667.

- b. The on-site affordable housing units shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the affordable housing units. Additionally, no portion of the affordable housing units shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the affordable housing complex is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST.**
- c. The size, height, design and placement of the affordable housing complex shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails Clubhouse" (site plan, floor plans and elevations), prepared by Klages Carter Vail and Partners, dated May 1, 1994 and dated as received by the City on August 5, 1994. However, the required parking shall be modified to include a minimum of eight (8) enclosed garage spaces, pursuant to Condition D.1 above. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX,** the final design of the affordable housing complex shall be submitted for review and approval by the Director of Community Development. The developer of the affordable housing complex shall be required to participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for the affordable housing units are submitted.
- d. The unenclosed guest parking spaces associated with the affordable housing complex shall be designed in such a manner as to blend with the single family residential appearance of the complex. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX,** the final design of the guest parking spaces shall be submitted for review and approval of the Director of Community Development.

Off-Site

2. In conjunction with Vesting Tentative Tract Map 50666, the developer shall provide a minimum of 2 dwelling units off-site as rental housing, which shall be affordable to very low to low income households. The off-site units shall be located in the City, either within the City's coastal zone or within three miles thereof, and shall not already be designated for or used by persons or families of very low to moderate income levels. The units shall contain at least 850ft² of habitable space and two bedrooms. The units shall be available for rent within 30 days after the issuance of the Department of Real Estate's "White Report" for Tract No. 50666 and prior to the sale of any residential lot within Tract No. 50666. The developer shall notify the City within 5 business days after the Department of Real Estate issues the "White Report". The units shall remain affordable to very low to low income households for a period of at least thirty years after initial occupancy at the affordable rate.

Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed).

C. ARCHAEOLOGY AND PALEONTOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project archaeologist shall submit a protocol to the City for monitoring and for the discovery of archaeological resources. A qualified archaeologist shall make frequent inspections during the rough grading operation to further evaluate cultural resources on the site. If archaeological resources are found, all work in the affected area shall be stopped and the resources shall be removed or preserved. All "finds" shall be reported to the Director of Community Development immediately. All archaeological finds shall be first offered to the City for preservation. At the completion of grading, the project archaeologist shall submit a report detailing finds, if any.
2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project paleontologist shall submit a protocol to the City for monitoring and for the discovery of paleontological resources. A qualified paleontologist shall be present during all rough grading operations to further evaluate pre-historic resources on the site. If paleontological resources are found, all work in the affected areas shall be temporarily suspended and the resources shall be removed and preserved. All "finds" shall be immediately reported to the Director of Environmental Resources. All paleontological finds shall be first offered to the City for preservation. At the completion of grading, the project paleontologist shall submit a report detailing findings, if any.

D. BIOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS, OR PRIOR THE RECORDATION OF THE FINAL MAP**, whichever occurs first, the developer shall submit a Habitat Conservation Plan (HCP) for review and comment by local wildlife and habitat preservation groups, and subject to approval by the Planning Commission.

(Resolution Nos. 2005-143: E1, 2016-08: N1)

2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project biological monitor shall submit a protocol to the City for the monitoring of biological resources in conformance with the Habitat Conservation Plan and Environmental Impact Report No. 36. A qualified biologist shall be present during all rough grading operations to verify and ensure compliance with mitigation measures contained in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, for preservation of biological resources, and conformance with the conditions and requirements of the Habitat Conservation Plan (HCP) as described in Condition D.1 above.
3. All construction activities (i.e. grading) will be minimized to the extent feasible within 300' of habitat occupied by the gnatcatcher and/or cactus wren during the breeding season.
4. Construction-related noise levels above 60 decibels A-weighted Leq hourly in or adjacent to suitable habitat for the gnatcatcher and/or cactus wren shall be avoided and minimized year-round to the maximum extent practicable, but particularly during the breeding season (February 15-August 15).
5. Gnatcatcher and cactus wren surveys will be conducted by a qualified biological monitor possessing a valid 10(a) permit (for the gnatcatcher) and will be subject to Service approval.
6. A minimum of two pre-construction surveys will be conducted in all suitable habitat within 300' of the project site. The first survey will be one week prior to construction activities and the last survey will occur no more than 3 days prior to beginning construction or grading for this project.
7. The Wildlife Agencies will be notified immediately of any gnatcatchers and/or cactus wrens detected during surveys. The Wildlife Agencies and the project proponent will coordinate on a strategy (e.g., noise monitoring plan, noise attenuation barriers, etc.) to avoid and minimize impacts to gnatcatchers and/or cactus wrens occurring within 300' of the project site.
8. A survey report will be provided to the Service upon completion of the final survey. The survey report will contain the date, time, and weather conditions, and all gnatcatcher, cactus wren and brown-headed cowbird (*Molothrus ater*) detections will be plotted on a suitably-scaled topographic map of the survey area.

9. The biological monitor will be present during construction activities. The biological monitor will have authority to halt localized construction activities if a gnatcatcher or cactus wren nest is discovered within or adjacent to the project area, and will contact the Wildlife Agencies immediately. If a nest is discovered, construction activities will be restricted within 300' of the nest until the nestlings fledge or unless other impact reduction measures, to the satisfaction of the Service, are implemented.
10. Dust resulting from construction in or adjacent to the project site shall be minimized using biologically sound techniques (e.g., earth watering).

E. BONDS

1. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit, or other City-approved security to guarantee substantial vegetative cover and maintenance of all finish graded lots which have not been sold for development.
2. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all common area improvements including: rough grading, landscaping, irrigation, public trails, drainage facilities, and other site feature as per approved plans.
3. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all golf course, clubhouse and related improvements, including: rough grading, landscaping, irrigation, public trails, habitat restoration, drainage facilities, and other site features as per approved plans.
4. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City approved security to cover costs for construction of a sanitary sewer system, in an amount to be determined by the Director of Public Works.
5. **PRIOR TO RECORDATION OF A FINAL MAP, COMMENCEMENT OF WORK ON THE WATER SYSTEM SERVING THE SITE**, or issuance of grading permits, the developer must submit a labor and materials bond in addition to either:
 - a. An agreement and faithful performance bond in the amount estimated by the Director of Public Works and guaranteeing the installation of the water system; or
 - b. An agreement and other evidence satisfactory to the Director of Public Works indicating that the developer has entered into a contract

with the servicing water utility to construct the water system, as required, and has deposited with such water utility a security guaranteeing payment for the installation of the water system.

6. A maintenance bond in an amount satisfactory to the City shall be provided to ensure that the drainage improvements shall be maintained to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.
7. **PRIOR TO RECORDATION OF THE FINAL MAP OR COMMENCEMENT OF WORK ON THE STREET SYSTEM FOR THE SITE, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to cover costs for the full improvements of all proposed on-site and off-site streets and related improvements, in an amount to be determined by the Director of Public Works. The bonding for said improvements may be posted in conjunction with the phasing plan as per Resolution No. 2005-62, Mitigation Measure B.1.
8. The developer shall be responsible for repairs to any public streets which may be damaged during development of the tract. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit or City-approved security, in an amount sufficient to cover the costs to repair any damage to streets and appurtenant structures as a result of this development.
9. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST**, the developer shall post a security, bond, or cash deposit acceptable to the City in an amount to be determined by the Director of Public Works to cover the project's fair share of the cost of signaling the intersection of Palos Verdes Drive South and Forestall Drive at Paseo Del Mar, and the intersection of Palos Verdes Drive South and La Rotonda Drive.
10. The developer shall be responsible for the construction of all public trails specified in Conditions K.4 through K.19 and shall provide a bond, or other money surety for the construction of such public trails in an amount to be determined by the Director of Public Works. Construction of said trails shall coincide with the rough grading activity within each workable phase and shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.
11. **PRIOR TO RECORDATION OF THE FINAL MAP**, a bond, cash deposit, or combination thereof, shall be posted to cover costs to establish survey monumentation, in an amount to be determined by the Director of Public Works.
12. The owners of the golf course parcels, and any successors in interest, shall

maintain to the City's reasonable satisfaction all public parks, trails and open space areas (Lots A, B, C, D, E, G, H, and J). **PRIOR TO RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667**, subject to review and approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract. In addition, a maintenance bond in an amount satisfactory to the City shall be provided to ensure that the owners of the golf course parcels, and any successors in interest, maintain said items to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.

13. **PRIOR TO RECORDATION OF THE FINAL MAP OR ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, a bond, cash deposit, or combination thereof, shall be posted to cover costs for any geologic hazard abatement and grading in an amount to be determined by the Director of Public Works

F. CLUBHOUSE

1. The golf clubhouse shall be located west of the terminus of Street "A" (Paseo Del Mar extension), in the area generally described as east of Forrestal Canyon, south of the single family Lot Nos. 6, 7, and 8 located on Street "B", and north of Half Way Point Park, as shown on "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. No portion of the golf course clubhouse shall be located in areas currently zoned Open Space Hazard (OH).

A minimum factor of safety of 1.5 shall be demonstrated for the clubhouse structure. If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, including but not limited to de-watering wells, or if the clubhouse location is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP**.

2. The size, height, design and placement of the clubhouse shall substantially conform to the plans reviewed by the City Council, which are entitled "Proposed Club House Expansion and Remodel", prepared by Envirotechno, dated June 11, 2003 and dated as received by the City on October 30, 2003. The maximum size of the Clubhouse shall be 41,281ft². Any increases to the size of the structure shall require approval of an amendment to this Conditional Use Permit by the City Council. Further, the Basement Space can only be utilized provided that the developer obtains all necessary approvals and permits from the Building Department and Fire Department.
3. The public rest rooms on the lower level of the clubhouse shall be increased in size to include a minimum of 4 water closets in the women's facility and 1 water closet and 2 urinals in the men's facility. The design, orientation and

signage of this facility shall clearly encourage use by the public visiting the adjacent park and access trails. The final design of the public rest rooms shall be subject to the review and approval of the Director of Community Development.

4. The height of the clubhouse shall not exceed 30' in height, as measured from the highest point of finished grade to the main ridgeline and 38' in height, as measured from the grade adjacent to the lowest foundation of the structure to the main ridge line. However, the stairway tower and two chimneys may exceed the 30' height limit, but shall not exceed a maximum height of 38', as measured from the highest point of finished grade to the top of the roof feature and 46', as measured from the grade adjacent to the lowest foundation of the structure to the top of the roof feature, in order to provide articulation and visual interest to the building.

G. COMPLETION PER APPROVED PLANS

1. The developer shall designate appropriate workable phases (portions of the development to include adjoining areas of grading, construction of the clubhouse and associated improvements, streets of access, finish grading phases, supporting off-site improvements and on-site drainage and utility improvements) that shall be subject to approval by the Director of Community Development and the Director of Public Works, **PRIOR TO THE ISSUANCE OF GRADING PERMIT.**
2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS,** a construction plan shall be submitted to the Director of Community Development for review and approval. Said plan shall include, but not be limited to a phasing plan, limits of grading, estimated length of time for rough grading and construction of improvements, location of construction trailers, construction signs and equipment storage areas and the location and type of temporary utilities.
3. Any workable phase not under construction which has been scarified through grading operations shall be irrigated and landscaped within 90 days of grading. Temporary irrigation lines may be approved by the Director of Community Development.
4. No building permits shall be issued prior to finish grading within the approved workable phase of the site in which each lot is located and until the Director of Community Development has determined that all drainage facilities and common area and off-site improvements in the workable phase of the site and necessary for development of the phase in the approved construction plan in which the lots or structures are located are completed, to the extent that the lots or structures are accessible and able to support development.
5. All lots within each approved workable phase of the tract shall be graded concurrently.
6. The developer shall participate in any Design Review Committee ("DRC") or

similar body processes in place at the City at the time development and construction plans for the clubhouse, golf course, and related facilities are submitted to the City.

7. **PRIOR TO THE ISSUANCE OF GRADING PERMITS AND/OR BUILDING PERMITS**, a program to control and prevent dust and windblown earth problems shall be submitted to the Director of Community Development for review and approval. Methods may include, but shall not be limited to, onsite watering and vegetative planting. As part of the control plan, if feasible, the water used to control fugitive dust shall not be taken from primary potable water sources. Instead, the developer shall explore other options such as using reclaimed "grey water" or other non-potable water to control dust on the site during construction, subject to the review and approval of the Director of Community Development and the Los Angeles County Health Department.
8. The hours of operation for grading and construction activities shall be limited from Monday to Friday, 7am to 6pm and Saturday, 9am to 5pm. No grading or construction activities shall be conducted on Sunday or legal holidays specified in Section 17.96.920 of the Rancho Palos Verdes Development Code. Trucks and other construction vehicles shall not park, queue and/or idle at the project site or in the adjoining public rights-of-way before 7:00 AM, Monday through Saturday, in accordance with the permitted hours of construction stated above.
9. Flagmen shall be used during all construction activities, as required by the Director of Public Works.
10. The use of a rock crusher on the site is prohibited.
11. Noncompliance with the above construction and/or grading restrictions shall be grounds for the City to stop work immediately on the property.

H. DESIGN OF THE GOLF COURSE AND DRIVING RANGE

1. The design and layout of the 18 hole golf course shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE GOLF COURSE**, the final design of the golf course shall be submitted for review by the Director of Community Development and subsequently submitted for review and approval by the City Council for compliance with the plan referenced in this condition. The final design of the golf course shall identify the layout of the golf course holes and other improvements, including drainage structures, utility easements, golf cart paths, public trails and beach access. Wherever possible, the final design of the golf course shall minimize any conflict between the use of the golf holes and the public trails.

2. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.1 above, shall require that an application for a revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.
3. **PRIOR TO RECORDATION OF THE FINAL MAP**, any additional acreage needed to increase the size or area for the golf course and related uses shall be obtained by reducing the acreage currently designated for residential purposes within Tract 50666, Tract 50667, or a combination thereof, provided a minimum of 30% of the area within each tract remains for Common Open Space. Any additional acreage needed to increase the area of the golf course shall not result in a reduction in the acreage of land to be dedicated or restricted for public open space uses as shown on the approved Ocean Trails Plan.
4. Any artificial water features (water hazards, fountains, artificial lakes, etc.) associated with the golf course are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF A GRADING PERMIT**. Such features shall be permitted, subject to the conditions that they be lined to prevent percolation of water into the soil and are charged with reclaimed and appropriately treated water when available from related uses after such features are initially established. The reclaimed water stored in any artificial water features shall be used to supplement the irrigation systems required to maintain the golf course. The operation of the water features and reclaimed water shall be subject to all applicable health code requirements. If there are any violations in this condition of approval, or if such features create a public nuisance at any time (visual appearance, odor, etc.). Approval of such features may be revoked through a public hearing before the Planning Commission, where mitigation including draining, filling, and re- landscaping may be imposed.
5. Any accessory structures associated with the golf course, including but not limited to a snack shop, convenience and comfort facilities, or similar structures, shall not exceed 16' in height unless a minor revision to the Conditional Use Permit and a Variance are granted by the Planning Commission.
6. The design and layout of the driving range shall substantially conform to the plans reviewed by the City Council, which are entitled "Ocean Trails Driving Range/Lot Layout Proposed amendment Tentative Tract No. 50666, dated February 2, 2005", prepared by ESCO Engineering Service Corporation. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE DRIVING RANGE**, the final design/grading permit of the golf course shall be submitted for review and approval by the Director of Community Development for compliance with the plan referenced in this condition. The final design/grading plan of the driving range shall identify the layout of the

driving range and other improvements, including drainage structures, utility easements, golf cart paths, and public trails. Wherever possible, the final design of the driving range shall minimize any conflict between the use of the golf holes and the public trails.

7. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.6 above, shall require that an application for a revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.
8. Subject to review and approval by the Community Development Department, the City Geologist and the City's Water Feature Consultant, per Revision "Z" to CUP No. 163, the Applicant shall be permitted to raise the height of Waterfall #1 and the Back Tees of Hole #2 according to the "As-Built Topography Plans", dated September 8, 2005 and November 4, 2005, which were prepared by ESCO Engineering Service Corporation. The shrubs planted adjacent to and immediately north of the Back Tees of Hole #2 shall be removed. No landscaping shall be planted in the immediate vicinity of the Back Tees of Hole #2 that exceeds the height of the tee elevation and all landscaping in the immediate vicinity shall be maintained at a height not to exceed the tee height.

I. DRIVING RANGE

1. Revision "EEE", as approved by the City Council on August 16, 2016, permits a temporary opening of the driving range to September 21, 2018.
2. The Applicant may open the driving range to the public for a temporary period through September 21, 2018. The Applicant shall operate the site under a public safety plan, approved by the Director of Community Development and the City Geologist. Such Plan shall clearly designate any hazardous areas that may be unsafe. The plan shall show how these areas are signed, fenced and/or secured from public access. The plan shall also show how participants of the Golf Course and the public visiting the site will be able to traverse the site without entering into these hazardous secured areas. During the temporary operation, all of the improvements needed in the plan shall be maintained to the satisfaction of the Director of Community Development and the City's Geologist. Community Development Staff, Public Works Staff and/or the City's Geologist will be visiting the site during the temporary operation to verify compliance with this condition and the Safety Plan. The Director of Community Development may revoke this temporary permit at any time if, in the opinion of the Director of Community Development, the City Geologist or the Director of Public Works, the temporary operation may have an adverse effect on the public health, safety and welfare.

3. Maintenance and/or other project related vehicles shall be prohibited from using the temporary dirt road that runs parallel and adjacent to Palos Verdes Drive South within VTTM No. 50666.
4. During the two-year extension of the temporary opening of the driving range, which was approved through Revision "EEE", every 6-months, the Applicant shall submit a written report on the status of the driving range and Vesting Tentative Tract Map No. 50666 to the attention of the City's Deputy Director of Community Development. Said status report shall include 1) a description of the Applicant's efforts and progress in obtaining the California Coastal Commission's approval of a Coastal Permit for the driving range and flag pole; 2) a list of all outstanding remaining items to be completed/constructed in order to secure permanent opening of the driving range along with an estimated schedule of completing such items; and 3) a list of all other outstanding items to complete within Vesting Tentative Tract Map No. 50666, including, but not limited to, the completion of all public amenities, dedication of open space, construction of infrastructure to support the subdivision, and submittal of the Final Map for tract 50666, along with an estimated schedule for completing such items. The first 6-month status report shall be submitted between March 14, 2017 and March 21, 2017, the second 6-month report shall be submitted between September 14, 2017 and September 21, 2017, the third 6-month report shall be submitted between March 14, 2018 and March 21, 2018, and the fourth 6-month report shall be submitted between September 14, 2018 and September 21, 2018. If during any time of the two-year period, the Applicant obtains final permanent opening of the driving range, then subsequent status reports will no longer be required. All status reports submitted by the Applicant will be made available to the City Council and the public by City Staff.

J. DRAINAGE

1. Drainage plans and necessary support documents to comply with the following requirements must be submitted for approval by the Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP, PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR COMMENCEMENT OF WORK ON THE DRAINAGE SYSTEM WITHIN EACH APPROVED PHASE OF THE PROJECT, WHICHEVER OCCURS FIRST:**
 - a. Provide drainage facilities in accordance with the Storm Water Pollution Prevention Plan to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.
 - b. Eliminate sheet overflow and ponding or elevate the floors of any structures, with all openings in the foundation walls to at least 12" above the finished pad grade.
 - c. Provide drainage facilities to protect the residential lots and golf course from high velocity scouring action.

- d. Provide for contributory drainage from adjoining properties.
- e. Redirect high flow runoff away from the natural drainage courses and retain low flows to maintain adequate soil moisture conditions.
- f. Provide drainage facilities to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.
- g. All on-site surface drainage shall be directed away from the bluff top to minimize erosion and to protect sensitive plant habitat on the bluff face.

2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR PRIOR TO RECORDATION OF A FINAL TRACT MAP, WHICHEVER OCCURS FIRST**, the developer shall submit a Storm Water Pollution Prevention Plan. The post- construction portion Storm Water Pollution Plan shall be reviewed and approved by the Planning Commission. The Storm Water Pollution Prevention Plan shall incorporate by detail or reference appropriate post-construction Best Management Practices (BMPs) to:

- a. Implement, to the maximum extent practicable, requirements established by appropriate governmental agencies under CEQA, Section 404 of the Clean Water Act, local ordinances and other legal authorities intended to minimize impacts from storm water runoff on the biological integrity of natural drainage systems and water bodies;
- b. Maximize to the maximum extent practicable, the percentage of permeable surfaces to allow more percolation of storm water into the ground;
- c. Minimize, to the maximum extent practicable, the amount of storm water directed to impermeable areas;
- d. Minimize, to the maximum extent practicable, parking lot pollution through the use of appropriate BMPs, such as retention, infiltration and good housekeeping;
- e. Establish reasonable limits on the clearing of vegetation from the project site including, but not limited to, regulation of the length of time during which soil may be exposed and, in certain sensitive cases, the prohibition of bare soil; and
- f. Provide for appropriate permanent controls to reduce storm water pollutant load produced by the development site to the maximum extent practicable.

3. Furthermore, the Storm Water Pollution Prevention Plan shall contain requirements to be adhered to during project construction. The pre-construction Storm Water Pollution Prevention Plan shall be reviewed and

approved by the Director of Public Works. These practices include:

- a. Include erosion and sediment control practices;
 - b. Address multiple construction activity related pollutants;
 - c. Focus on BMPs such as source minimization, education, good housekeeping, good waste management, and good site planning;
 - d. Target construction areas and activities with the potential to generate significant pollutant loads;
 - e. Require retention on the site, to the maximum extent practicable, of sediment, construction waste, and other pollutants from construction activity;
 - f. Require, to the maximum extent practicable, management of excavated soil on site to minimize the amount of sediment that escapes to streets, drainage facilities, or adjoining properties;
 - g. Require, to the maximum extent practicable, use of structural drainage controls to minimize the escape of sediment and other pollutants from the site.
 - h. Require, to the maximum extent practicable, containment of runoff from equipment and vehicle washing at construction sites, unless treated to remove sediments and pollutants.
4. In accordance with Section 1601 and 1602 of the California Fish and Game Code, the State Department of Fish and Game, 350 Golden Shore, Long Beach, California 90802, telephone (310) 435-7741, shall be notified a minimum of 2 weeks **PRIOR TO COMMENCEMENT OF WORK WITHIN THE NATURAL DRAINAGE COURSES CROSSING THE SITE.**
5. The U.S. Army Corps of Engineers shall be contacted **PRIOR TO ALTERATION OF ANY DRAINAGE COURSES ON-SITE** to determine jurisdiction and permit requirements, if any, with respect to Section 404 of the Clean Water Act (as amended 1984).
6. All storm drain facilities shall be designed **PRIOR TO RECORDATION OF THE FINAL MAP** and constructed where feasible so as to be accepted for maintenance by the Los Angeles County Public Works Department, Flood Control Division, subject to review and approval by the Director of Public Works. All facilities not in accepted by the County shall comply with Condition H.5.
7. The owners of the golf course/driving range parcels, and any successors in interest, shall maintain to the City's reasonable satisfaction all drainage outlet structures that are not accepted for maintenance by the Los Angeles

County Public Works Department Flood Control Division, that carry storm water generated by, or passing through, the residential or golf course/driving range areas on the site to the ocean. **PRIOR TO RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667,** subject to review and approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract.

8. All drainage swales and any other on-grade drainage facilities, including gunite, shall be of earth tone color and shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS.**
9. **PRIOR TO ISSUANCE OF GRADING PERMITS,** the developer shall submit a hydrology study to the Director of Public Works to determine any adverse impacts to on-site and/or off-site existing flood control facilities generated by this project. Should the Director of Public Works determine that adverse impacts will result, the developer will be required to post a bond, cash deposit, or combination thereof in an amount to be determined by the Director of Public Works, which will cover the cost of all on-site improvements and the project's fair share of the necessary off-site improvements.
10. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the eastern portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50667, from a tunneled storm drain system to drain instead into La Rotonda canyon.

Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within ten (10) working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM

, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

11. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the western portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50666, from a tunneled storm drain system to drain instead into Forrestal Canyon.

Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within 10 working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM

, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

K. EASEMENTS

1. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication or other easements until after the Final Map is filed with the County Recorder, unless such easements are subordinated to the proposed grant or dedication. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder **PRIOR TO THE FILING OF THE FINAL MAP.**
2. All easements are subject to review by the Director of Public Works to determine the final locations and requirements.
3. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a public vehicular access easement, over the full width of the driveway that provides access to the clubhouse and the large (150 space) parking lot, from the terminus of Paseo Del Mar to the most westerly end of the driveway adjacent to Forrestal Canyon.

L. FENCING

1. A complete project fencing plan for each tract (including public trails, habitat areas, warning signage, and proposed fence and wall details) shall be reviewed and approved by the Director of Community Development and/or the Design Review Committee ("DRC") or similar body if established, **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP**, whichever occurs first. It shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. Said fencing plans shall incorporate the following:
 - a. A 42 inch high pipe rail fence or similar fencing of suitable design shall be placed along the length of the bluff top on the seaward side of the bluff top pedestrian trail, subject to the review and approval of the Director of Community Development. It shall be the responsibility of the developer to install this fencing and warning signage to coincide with the construction of the bluff top pedestrian and bicycle trail.
 - b. A protective fence around the California gnatcatcher habitat areas and around all wildlife corridors adjacent to residential development, or as otherwise required by the Director of Community Development shall be installed. Fencing of all enhancement areas shall also be required, subject to the review and approval of the Director of Community Development. Said fencing shall satisfy all requirements of the project biologist, incorporate a method to prevent domesticated animals from entering the habitat areas, include appropriate warning signage, and shall be black or dark green in color. Temporary fencing shall be installed around the existing wildlife corridors and habitat areas **PRIOR TO THE ISSUANCE OF GRADING PERMITS** and the permanent fencing shall be installed prior to the sale of any lot within adjacent workable phases.
 - c. Protective fencing along all trails and open space areas where there is a potential conflict between golf course uses and public access uses. In no

case shall permanent netting and netting support poles be installed for the driving range. However, temporary netting and support poles may be allowed for temporary professional tournaments provided a Special Use Permit is obtained as required through Mitigation Measure No. H-3 of Resolution No. 2005-62 for the Driving Range (Revision "W") Mitigated Negative Declaration. In association with such temporary poles and netting, permanent below grade support pole sleeves that would accommodate temporary netting support poles are allowed to be installed as part of the driving range construction. Such below grade sleeves shall be safely covered when not in use as determined by the Director of Community Development.

2. No gates or other devices shall be permitted which limit direct access to the site. No freestanding fences, walls, or hedges shall be allowed, unless part of the fencing plan reviewed and approved by the Director of Community Development as required by Condition No. L.1.
3. A complete project fencing plan for each tract included in this approval (including public trails, habitat areas, warning signage, and proposed fence and wall details) shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST**. With the exception of the decorative fence for all private residential lots as noted in sub-section c and d below, it shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. In regards to the decorative fence for all private residential lots as noted in sub-section c and d below, the developer shall install said fencing **PRIOR TO THE ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY** for each specific lot. Said fencing shall incorporate the following:

- a. Vesting Tentative Tract Map No. 50666

A decorative fence, minimum height 5' and maximum height 6', which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines) of all private residential lots. If not specifically addressed above, said fencing shall be required along all property lines directly abutting common open space lots. Said fencing shall meet the minimum standard design requirements of pool fencing. Fencing located between the residential lots and the driving range shall be a maximum 6' high decorative wire mesh link with links small enough to ensure that golf balls from the driving range will not penetrate said fence. Any change to these criteria must be approved by the Director of Community Development.

- 1) This approval is for the re-alignment of the bicycle and pedestrian trail along the western project boundary, as shown in the plans approved by the City Council on November 4, 1998, including a 42" high wood post and cable type fence to be

constructed along the western side of the pedestrian trail.

2) The development shall construct a 30" high slumpstone wall along the northwestern corner of the entrance from Palos Verdes Drive South onto Street "C". The exact location to be determined by the Director of Community Development.

3) **PRIOR TO APPROVAL OF THE LANDSCAPE PLAN FOR LOT "D"**, the developer shall coordinate with the City and representatives of the Community Association of Tract 16540 to ensure that the proposed landscape plans address the concerns of the Community Association, subject to review and approval by the Director of Community Development.

b. **Vesting Tentative Tract Map No. 50667**

Except for Lot Nos. 20 through 23, a decorative, minimum height 5', maximum height 6' fence which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines). Said fencing shall also be required along the western side property line of Lot Nos. 34 and 35. If not specifically addressed above, said fencing shall be required for all property lines directly abutting common open space lots or the golf course. Said fencing shall meet the minimum standard design requirements of pool fencing. Any change to these criteria must be approved by the Director of Community Development.

A decorative, uniform wall or fence shall be required along the rear property lines of Lot Nos. 20 through 23.

4. Chain link or other wire fencing is prohibited on any portion of any lot within the project, except as otherwise required by the project biologist for habitat protection or as required through Condition L-3.a).
5. Within the front and street side setback areas, fences, walls, or hedges up to a maximum of 24" in height shall be permitted.
6. Areas of the site that are not to be disturbed during grading or construction, or that are to be protected in accordance with the mitigation monitoring program established in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, shall be temporary fenced during construction, subject to the review and approval of the Director of Community Development.

M. FLAG POLE

1. The conditions found under Section V. of Conditional Use Permit No. 163 pertain to the approval of Revision BB to the project, as approved by the City Council on March 20, 2007, and amended on July 17, 2007 and

February 16, 2016, approves the erection of a 70' tall flagpole near the back tee of Golf Hole #1 for the purpose of flying the flag of the United States of America. No other flag, object or display shall be flown from such flagpole without the approval of the City Council. The Applicant shall be responsible for abiding by all laws related to the flag of the United States as found in United States Code, Title 4, Chapter 1.

2. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall dedicate 25ft² (5' x 5') of property around the existing flag pole base to the City. Upon recordation, the City will henceforth be the owner of said property and the amenities located thereon. The Applicant shall be responsible for paying all necessary fees for the preparation of Grant Deed documents, including the legal description of said property and review by the City Engineer and City Attorney.
3. Prior to 60 days after final action by the City Council on February 16, 2016 and prior to recordation of the Grant Deed that dedicates the 25ft² property beneath the flag pole to the City, the Applicant shall obtain a building permit and a final on said permit for the flag pole. The Applicant shall be responsible for paying all necessary after-the-fact penalty fees for such building permit.
4. The Applicant shall be responsible for raising and lowering the flag on a daily basis in compliance with all laws related to the United States Flag found in the United States Code, Title 4, Chapter 1. Additionally, the Applicant shall be responsible for maintaining, including the costs of such maintenance, the flag, rigging, flag pole, and any landscaping within the 25ft² dedication area.
5. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into a Reciprocal Easement Agreement that would allow the Trump Organization to access the flag pole site for maintenance activities while also providing an easement over golf course property to allow the City to access the flag pole site.
6. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into an Indemnification Agreement that indemnifies the City against any action associated with the Applicant's installation/construction of the amenities located on the 25ft² property, as well as the maintenance and all other activities related to the flag and flag pole.
7. No lighting to illuminate the flag pole shall be allowed.

N. GEOLOGY

1. **PRIOR TO RECORDATION OF THE FINAL MAP OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST, a**

final grading plan shall be approved by the Director of Public Works and City Geologist, by manual signature. This grading plan shall be based on a detailed engineering, geology and/or soils engineering report(s) and shall specifically be approved by the City Geologist and/or soils engineer and comply with all recommendations submitted by them. It shall also be consistent with the vesting tentative tract maps and conditions, as approved by the City.

2. All geologic hazards associated with this proposed development shall be eliminated or the City Geologist shall designate a Restricted Use Area on each Final Map, in which the erection of buildings or other structures shall be prohibited.
3. All grading shall be monitored by a licensed engineering geologist and/or soils engineer in accordance with applicable provisions of the Municipal Code and the recommendations of the Director of Public Works.
4. All grading activity on the site shall occur in accordance with all applicable City safety standards.
5. All graded slopes shall be properly planted and maintained. Within 90 days of being graded, all open space/slope areas and all areas that will remain undeveloped shall be hydroseeded and/or planted. Plants shall be selected that are drought tolerant, capable of developing deep root systems and shall generally consist of low ground cover to impede water flow on the surface. Watering for establishment of said plant material shall be done in cycles that will promote deep rooting. Watering shall be diminished or stopped just prior to and during the rainy season or upon establishment of the plant material, whichever occurs first. To provide greater slope protection against scour and erosion, all graded slopes shall be covered with a jute mat to provide protection while the ground cover is being established. If appropriate, the Director of Community Development may approve an alternative material or method to control erosion.
6. All of the recommendations of the project geologist, except as modified by the City Geologist, will be incorporated into the approved grading plan and design of any structure.
7. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an independent Geology and/or Soils Engineer's report on the expansive properties of soils on all building sites shall be submitted to and approved by the City Geologist in conformance with accepted City practice. Such soils are defined by Building Code Section 2904(b).
8. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-graded soils and geologic report(s), complete with geologic map shall be submitted for review and approval by the City Geologist in conformance with accepted City practice.
9. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-built geological

report(s) for structures founded on bed rock and an as-built soils and compaction report for structures founded on fill and all engineered fill areas shall be submitted for review and approval by the City Geologist in conformance with accepted City practice.

O. GRADING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS AND/OR RECORDATION OF THE FINAL MAP**, whichever occurs first, written approval must be obtained from the owners of adjacent properties within the City where offsite grading for trails is proposed or may result.
2. A note shall be placed on the approved grading plan that requires the Director of Community Development's approval of rough grading prior to final clearance. The Director (or a designated staff member) shall inspect the graded sites for accuracy of pad elevations, created slope gradients, and pad size. The developer or its designee shall provide certification for all grading related matters.
3. All of the recommendations made by the Director of Public Works and City Geologist during their on-going review of the project shall be incorporated into the approved grading plans.
4. Foundations and floor slabs cast on expansive soils shall be designed in accordance with Los Angeles County Code Section 2907-i.
5. All grading shall conform to Chapter 29, "Excavations, Foundations, and Retaining Walls, and Chapter 70, "Excavation and Grading" of the Uniform Building Code.
6. Unless otherwise provided in these conditions of approval or permitted by the Director of Community Development, the project shall comply with all appropriate provisions of the City's grading ordinance (Chapter 17.76.040 (formally 17.50)).
7. All grading shall be balanced on-site. However, should earth, rock or other material be required to be hauled from the project site, a revision to the grading permit, pursuant to requirements of the Development Code, shall be obtained.
8. No construction of permanent structures shall be allowed closer than 25' landward of the Coastal Setback Zone (except for structures associated with public amenities or unless allowed by another project condition of approval). Grading within the Coastal Setback Zone shall be limited to that required for construction of approved trails, parks, vista points, driving range, and golf course holes, as indicated on the approved site plans.
9. Where feasible, and subject to the review and approval of the Director of Community Development all graded slopes shall be "landform" graded so as to closely reflect naturally occurring topographic contours. Slope gradients shall

be natural and no abrupt changes between natural and graded slopes shall be permitted.

10. All proposed retaining walls to be constructed shall be subject to review by the Director of Community Development with subsequent review by the Planning Commission, if required, for review and approval pursuant to Chapter 17.76.040 (formally 17.50) of the Rancho Palos Verdes Development Code.
11. No created slopes within the tract shall exceed 2:1, unless approved by the Director of Community Development.
12. All retaining walls are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF GRADING PERMITS**. Unless otherwise provided, retaining walls shall conform to the criteria established in Section 17.50 of the Rancho Palos Verdes Development Code.

P. LANDSCAPING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall submit a preliminary landscape plan to the Director of Community Development for review and approval of the clubhouse, golf course and appurtenant structures, driving range, parking lots, and all open space areas within the boundaries of the parcel maps and/or tract maps, roadway medians and public trails which shall include the following:
 - a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.
 - b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.
 - c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.
 - d. The re-seeding and re-establishment of natural plant species for all of the disturbed common open space areas. Said plan shall include site specific and non-invasive species, and shall be reviewed and commented on by the project biologist and interested parties, and shall be subject to the approval of the Director of Community Development.
 - e. Landscaping and irrigation plans for all rough graded surfaces which have been scarified through grading operations.
 - f. The landscaped entries and buffer zones shall meet the standards

for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.

2. **PRIOR TO RECORDATION OF THE FINAL MAP OR INSTALLATION OF THE PERMANENT LANDSCAPING, WHICHEVER COMES FIRST,**

the developer shall submit a final landscape and irrigation plan to the Director of Community Development for review and approval of the clubhouse, golf course, appurtenant structures, driving range, parking lots, all common open space areas within the boundaries of the Vesting Tentative Tracts, roadway medians and public trails. The final landscape and irrigation plan shall conform to the California State Model Water Efficient Landscape Ordinance (per State Assembly Bill 325) and shall include the following:

- a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.
 - b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.
 - c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.
 - d. The landscaped entries and buffer zones shall meet the standards for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.
 - e. Irrigation systems shall utilize drip and bubbler systems wherever possible. Controlled spray systems may be used where drip or bubbler systems are not appropriate. All sprinkler heads shall be adjusted to avoid over-spray.
 - f. All high water use areas shall be irrigated separately from drought tolerant areas.
 - g. Irrigation systems shall be on automatic timers and shall be adjusted for seasonal water needs.
 - h. Where practical, transitional landscaping on graded slopes shall screen the project's night lighting as seen from surrounding areas.
3. With the exception of irrigation lines that have been reviewed and approved by the City Geologist for installation and operation, **PRIOR TO INSTALLATION OF ANY ADDITIONAL IRRIGATION LINES ON ANY PORTION OF THE PROPERTY**, the City Council shall have approved the Ocean Trails Water Control Plan to ensure that the installation and operation of said irrigation lines will not contribute water to any known

landslide area, cause any significant erosion or other potentially hazardous conditions.

4. All proposed irrigation within the project, which includes, but is not limited to, all irrigation for the golf course, driving range, parks, open space lots and private residential lots, shall be subject to the standards of the Ocean Trails Water Control Plan as reviewed and approved by the City Council, and other than the golf course and driving range, shall be consistent with City of Rancho Palos Verdes Municipal Code Section No. 15.34, "Water Conservation in Landscaping". With the exception of private residential lots which have been sold to an individual purchaser, the developer or any subsequent owner of the golf course parcels (hereinafter "developer") shall be responsible for submitting an audit report every 60 days for review and approval by the Director of Community Development, which details the project's compliance with the Ocean Trails Water Control Plan and consistency, where applicable, with Municipal Code Section No.15.34. If it is determined by the Director of Community Development, that any irrigation is not in compliance with either the Ocean Trails Water Control Plan or Municipal Code Section 15.34, or is causing any impacts to the project site, the developer shall be required to halt all irrigation in the subject area until any such problem has been remedied to the satisfaction of the Director of Community Development.
5. **PRIOR TO THE INSTALLATION OF LANDSCAPING ON THE GOLF COURSE**, the developer shall submit a green waste management and recycling program for review and approval by the Directors of Planning, Building and Code Enforcement and Public Works.
6. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, all golf course signage, including trail signage, shall be subject to a sign permit and subsequent review and approval by the Director of Community Development, as part of the landscape plan required in Condition P.1.
7. With the exception to ficus trees planted on developed single-family residential properties through the approval of a landscape plan, all other ficus trees being temporarily stored on the property shall be removed from the property **PRIOR TO JULY 22, 2008**.

Q. LIGHTING

1. Exterior lighting for the clubhouse, maintenance facility and affordable housing complex shall be limited to the Standards of Section 17.56 (formally 17.54.030) of the Development Code.
2. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY OF THE STRUCTURES REFERENCED IN CONDITION NO. Q.1**, a lighting plan shall be submitted to the Director of Community Development for review and approval and there shall be no direct off-site illumination from any light source.
3. Parking and security lighting shall be kept to minimum safety standards and

shall conform to all applicable City requirements. Fixtures shall be shielded to prevent lighting from illuminating on or towards other properties; there shall be no spill-over onto residential properties. A trial period of 6 months from issuance of certificate of occupancy for assessment of exterior lighting impacts shall be instituted. At the end of the 6 month period, the City may require additional screening or reduction in intensity of any light which has been determined to be excessively bright.

4. No golf course or driving range lighting shall be allowed.

R. MAINTENANCE FACILITY

1. The golf course maintenance facility shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar and the affordable housing complex, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the maintenance structure. Additionally, no portion of the golf course maintenance structure shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the golf course maintenance facility is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST.**
2. The size, height, design and placement of the golf course maintenance facility shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails at Palos Verdes" prepared by HRMA Inc., dated as received by the City on July 13, 1998. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE FACILITY,** the final design of the maintenance facility shall be submitted for review and approval by the Director of Community Development for conformance with the plans approved by the Planning Commission on July 14, 1998. The Maintenance Facility, including the 75-space overflow parking lot and 25-space employee parking lot shall be completed and a final certificate of use and occupancy shall be obtained **PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE.**
3. The maximum ridge height of the maintenance facility shall not exceed a height of 24' over the equipment storage area and 26' over the repair shops and offices. Ridge height certification is required at building framing inspection.
4. The golf course maintenance facility shall be enclosed by a maximum 6' high, decorative block wall. The final location of the wall shall be subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FACILITY.**

S. MECHANICAL EQUIPMENT

1. No roof mounted mechanical equipment, vents, or ducts, shall be permitted. All other mechanical equipment shall be screened and/or covered as necessary to reduce their visibility from public rights-of-way or adjacent properties. Any necessary screening and covering shall be architecturally harmonious with the materials and colors of the buildings. Use of satellite dish antennae shall be subject to the conditions and requirements of Sections 17.41.140 through 17.41.210 of the Rancho Palos Verdes Development Code.
2. Mechanical equipment shall be housed in enclosures designed to attenuate noise to a level of 45 dBA at the property lines. Mechanical equipment for food service shall incorporate filtration systems to eliminate exhaust odors.

T. MITIGATION MONITORING PROGRAM

1. The development shall comply with all mitigation measures of Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations and the related Mitigation Monitoring Program. Where more restrictive language appears in these conditions of approval, the more restrictive language shall control.
2. All costs associated with implementation of the Mitigation Monitoring Program shall be the responsibility of the developer, and/or any successors in interest.

U. OPERATION OF THE GOLF COURSE AND DRIVING RANGE

1. Approval of this Conditional Use Permit is contingent upon the concurrent and continuous operation of the primary components of the project, which are the golf course, driving range and clubhouse. If either use is discontinued, this Conditional Use Permit will be null and void. If the landowner or the landowner's successor in interest seeks to change the uses which have been designated, the landowner must file an application for a major modification of the Conditional Use Permit with the City. At that time, the Planning Commission may impose such conditions as it deems necessary upon the proposed use and may consider all issues relevant to the proposed change of use, including, but not limited to, whether the entire Conditional Use Permit should be revoked.
2. The hours of operation of the clubhouse may be limited by the City Council based on the determination that excessive sound is audible from surrounding residential properties.
3. Deliveries utilizing vehicles over 40' in length shall be limited to the hours of 5:00 a.m. to 9:00 p.m. Monday through Friday, and 7:00 a.m. to 9:00 p.m. on Saturday and Sunday. Other vehicles shall be allowed to make deliveries 24 hours a day.
4. **PRIOR TO THE OPENING OF THE GOLF COURSE AND/OR DRIVING**

RANGE, the use of gardening equipment shall be controlled by a Golf Course Maintenance Plan which is subject to review and approval by the Director of Community Development, based on an analysis of equipment noise levels and potential impacts to neighboring residents. The Plan shall be submitted for formal review by the Director of Community Development within 3 months after the first day that the golf course and/or driving range opens for play and annually thereafter for the life of the golf course and/or driving range. At the 3-month review and at each subsequent annual review, the Director may determine that the Plan needs to be revised to address potential noise impacts. The Director may also determine that additional review periods and/or other conditions shall be applied to the Maintenance Plan.

Further, if the City receives any justified noise complaints that are caused by the maintenance of the golf course and/or driving range, as verified by the Director of Community Development, upon receipt of notice from the City, the owner(s) of the golf course shall respond to said verified complaint by notifying the City and implementing corrective measures within 24 hours from time of said notice.

The Director's decision on any matter concerning the golf course/driving range maintenance may be appealed to the City Council. This condition shall apply to all golf course owners, present and future. Any violations of this condition may result in revocation of this Conditional Use Permit and subsequent cease of golf course/driving range play.

5. No on-site repair or delivery of equipment and/or materials shall be permitted before 7:00 a.m. or after 4:00 p.m., except for repair of golf course equipment within enclosed structure.
6. The operator of the golf facilities shall participate in the City's recycling program.
7. The City hereby reserves the right to increase the golf tax established by Ordinance No. 291 on the golf course use to which the developer and any successors in interest to the developer and any owner(s) and/or operator(s) of the golf course shall not object. Written notice of this condition shall be provided to any purchaser(s) prior to the close of escrow and/or operator(s) of the golf course prior to the execution of any lease or contract agreement to operate the golf course.
8. Any future heliport shall be subject to a new and separate Conditional Use Permit. No heliport is permitted with this approval.
9. The golf course and driving range shall be used during daylight hours (dawn to dusk) only. There shall be no lighting of the driving range or golf course.
10. If it is determined by the Director of Community Development, that use of the driving range is causing significant hazardous impacts to public safety resulting from stray golf balls causing injury to persons or property, upon notice by the Director, the owner shall change the type of golf ball being

utilized for the driving range from a "regulation" golf ball to a "low-impact" golf ball. If the use of "low-impact" golf balls does not prove successful in resolving the hazardous impacts, according to the Director of Community Development, then the Applicant shall meet the requirements of Mitigation Measure H-4.

11. Through a public hearing, the City Council shall conduct a review of the driving range and its operations in one year after a Certificate of Use and Occupancy has been issued for the driving range.
12. The driving range and all practice putting greens shall be available for use by the general public at all times that the golf course is open to the general public, provided that users of the driving range and practice putting greens are dressed in the same attire that is required to play a round of golf on the golf course. Such attire shall be as follows:
 - a. Men must have collared shirt (Turtle Neck and Mock Turtle Neck acceptable), shorts permissible but need to be Bermuda length; shorts and or trousers may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.
 - b. Women's shirts and blouses must conform to the following; sleeveless tops must have a collar, sleeved tops need not have a collar. Shorts, Skirts and Skorts are permitted but need to be Bermuda length; Shorts, Skirts, Skorts and or Pants may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.
13. Further, the Applicant shall be permitted to manage the use of the driving range and putting greens so that those users who have paid greens fees to play on the golf course will have priority over those who have not paid greens fees. If space is available, those that have not paid greens fees shall be limited to a maximum of two hours of practice on the putting green per day.

V. PARK AND OPEN SPACE DEDICATION AND MAINTENANCE

1. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall pay to the City of Rancho Palos Verdes, dedicate land, or a combination thereof to satisfy requirements of the Quimby Act. The land value used to calculate the fee shall be determined through a MAI appraisal prepared and provided to the City within 60 days of City approval of the project.
2. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map Lots A, E, F, G, H, I and K, as public open space. Lot A (West Vista Park) shall be a minimum of 1.5 acres in size. Lot E (West Bluff

Preserve) shall be a minimum of 7 acres in size. Lot F (Halfway Point Preserve) shall be a minimum of 3.3 acres in size. Lot G (Coastal Bluff Dedication) shall be a minimum of 24.4 acres in size. Lot H (Halfway Point Park) shall be a minimum of 5.1 acres in size. Lot I (Bluff Top Wildlife Corridor) shall be a minimum of 1.0 acre in size. Lot K (Bluff Top Public Access Corridor) shall be a minimum of 8.9 acres in size.

3. **PRIOR TO RECORDATION OF THE FINAL MAP**, the boundary line between Lot A (West Vista Park) and Lot No. 12 shall be modified such that the boundary line is located at the toe of the slope adjacent to the north and east side of the building pad of Lot No. 12.
4. **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF ANY FINAL MAP**, whichever occurs first, the landowner shall record a restrictive covenant in favor of the City in a form and on terms acceptable to the City, requiring all land within the golf course and driving range, including any permanent structures, for golf course, driving range and related recreational uses to be open to the public. Furthermore, the deed restriction shall specify that conversion of any portion of the approved facilities to a private or member-only use or the implementation of any program to allow extended or exclusive use or occupancy of the facilities by an individual or limited group or segment of the public is specifically precluded by this permit and would require an amendment to this permit or a new permit in order to be effective.

W. PARKING

1. **PRIOR TO THE ISSUANCE OF ANY GRADING PERMIT** for the golf course or driving range, the developer shall submit a final parking plan reflecting the parking design for the approved project, including calculations for the number of parking spaces required for the golf course, driving range, clubhouse and ancillary uses, and any on-site dining facilities. The parking plan shall be subject to review and approval by the Director of Community Development. Requests for extensions may be granted by the Director of Community Development for up to one hundred eighty (180) days.
2. As part of the final parking plan required in Condition W.1., a minimum of 150 parking spaces and 14 valet parking spaces shall be constructed in a lot on the west side of the clubhouse, as designated in the parking plan, for golf course, driving range, clubhouse and public use. A minimum of 45 parking spaces shall be constructed in a lot on the east side of the clubhouse, as designated in the parking plan, for public use only during daylight hours and clubhouse use after dusk. A minimum of 118 overflow parking spaces, 17 valet overflow parking spaces, and a minimum of 25 employee parking spaces shall be constructed in a lot adjacent to the golf course maintenance facility, as designated in the parking plan, for golf course, driving range, clubhouse and public use.
3. All parking areas shall be designed to mitigate or eliminate non-aesthetic noise and views which may impact surrounding single family and multi-

family residences, subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF THE GRADING PERMIT.**

X. PERMIT EXPIRATION AND COMPLETION DEADLINE

1. Pursuant to Development Code Section 17.86.070, this permit shall expire within 24 months from the date that the Coastal Permit associated with this Conditional Use Permit is approved by the last responsible agency, unless a grading permits for the golf course, and building permits for the clubhouse structure and the lots within each Vesting Tentative Tract Map have been applied for and are being diligently pursued. Extensions of up to 1 year each may be granted by the City Council, if requested in writing prior to expiration.
2. If finished grading and construction of the streets and utilities have not been completed and accepted within 2 years from the date of recordation of each Final Map, Conditional Use Permit No. 162 shall expire and be of no further effect, unless, prior to expiration, a written request for extension pursuant to Section 17.56.080 of the City's Development Code is filed with the Community Development Department and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved **PRIOR TO FURTHER DEVELOPMENT OF THE TRACTS.**
3. If rough grading for the golf course and construction to the point of foundation inspection for the clubhouse structure has not been completed within 24 months from the date of building permit issuance, the Conditional Use Permit shall expire and be of no further effect, unless, prior to expiration, a written request for extension is filed with the Director of Community Development and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved prior to further development.

Y. PUBLIC AMENITIES PLAN

1. **PRIOR TO THE RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for construction of bike lanes on Palos Verdes Drive South, and pedestrian and bicycle trails within the boundaries of the project site for review and approval by the Director of Community Development, Public Works, and Recreation and Parks, as well as the City's Recreation and Parks Committee.
2. **Palos Verdes Drive South On-Street Bicycle Lanes**: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class II bicycle lane on both the north and south sides of Palos Verdes Drive South, along the entire length of the tract frontage on Palos Verdes Drive South. The bicycle lanes shall connect with the bicycle lane required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.1).
3. **Palos Verdes Drive South Off-Road Bicycle Path**: As part of the roadway

improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class I off-road bicycle path on the south side of Palos Verdes Drive South, along the entire length of the tract frontage. This path shall have a minimum tread width of 8' and an easy to intermediate level of difficulty. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This bicycle path shall connect with the bicycle path required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.2).

4. Palos Verdes Drive South Pedestrian Trail: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a pedestrian trail on the south side of Palos Verdes Drive South, between the roadway and the bicycle path described above in Condition Y.3, along the entire length of the tract frontage on Palos Verdes Drive South. This trail shall have a minimum tread width of 4' and an easy to intermediate level of difficulty. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This pedestrian trail shall connect with the pedestrian trail required along the Palos Verdes Drive South frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.3).
5. West End Bicycle Path: The developer shall construct to Conceptual Trails Plan standards an off- road bicycle path with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning at the northwest corner of the tract at Palos Verdes Drive South, running south along the short leg of Street "E", turning east along the southerly side of Street "E", and then southerly through Common Open Space Lot D to the southwest corner of the driving range and then running east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. The portion of the path between the northwest corner and the southwest corner of the driving range shall be combined with the pedestrian trail required in Condition Y.6. The final alignment of that portion of the bicycle path located adjacent to the Portuguese Bend Club shall be at least 32' away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project. A barrier to prevent the use of the path by motorized vehicles shall be erected at its intersection with Street "E". This path shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose. The portion of this path located between the northeast corner of the West Bluff Preserve and the parking lot east of the clubhouse may be combined with the golf cart path. This path shall connect with the bicycle path required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.4).
6. West End Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4' on the west side of the short leg of Street "E" between Palos Verdes Drive South and the

northwest corner of the driving range. The trail shall then go south along side of the bicycle trail identified in Condition Y.5. The pedestrian trail and bicycle path shall have a combined tread of 8' from the bottom of the stairs at the northwest corner of the driving range to the southwest corner of the driving range. The portion of the pedestrian trail described above shall have an easy to challenging level of difficulty. From the southwest corner of the driving range, one segment of the pedestrian trail shall continue to the Portuguese Bend Overlook and the other segment shall run east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. That portion of the trail between the parking lot east of the clubhouse and the Portuguese Bend Overlook shall be handicapped accessible with a minimum tread width of 5'. The Director of Public Works may allow a steeper trail on the handicapped accessible portion, if required by natural grade conditions, but may further condition the final design of the trail to maximize public safety. A handicapped accessible, covered rest stop shall be provided at the Portuguese Bend Overlook. The covered rest stop shall not be required to be constructed if the Coastal Commission and/or its staff concurs that the structure may be deleted. This trail shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose, as required in Condition Y.5. This trail shall connect with the pedestrian trails required in Condition Nos. Y.7 and Y.13. The final alignment of that portion of the pedestrian trail located adjacent to the Portuguese Bend Club shall be at least 32' away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project (Cross reference California Coastal Commission Special Condition 3.A.5).

7. Forrestal Canyon Fire Access and Pedestrian Trail and Bicycle Path: The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a 15' wide fire access easement, with pedestrian and bicycle access, within Common Open Space Lots B and C, extending from the end of Street "E", parallel to the western side of Forrestal Canyon, and terminating at the off-road bicycle path and pedestrian trails required in Condition Nos. Y.7 and Y.8. Within this easement, the developer shall construct to Los Angeles County Fire Department standards, an all-weather fire access road. A break-away barrier, approved by the Fire Department, to prevent the use of the trail by unauthorized motor vehicles, but which allows pedestrian and bicycle traffic to pass through, shall be installed at the entrance to the access easement at the end of Street "E". This trail shall connect with the pedestrian trail required in Condition No. Y.6 (Cross reference California Coastal Commission, Special Condition 3.A.10).
8. Paseo Del Mar Off-Road Bicycle Path: The developer shall construct to Conceptual Trails Plan standards a Class I off-road bicycle path with a minimum tread width of 8' and an intermediate level of difficulty beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side of Paseo Del Mar and "A" Street (Paseo Del Mar extension) within Golf Course Lot No. 38 to the parking lot on the east side of the clubhouse. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This path shall connect with

the bicycle paths described in Condition Y.3 and Y.15. (Cross reference California Coastal Commission, Special Condition 3.A.8)

9. Paseo Del Mar Pedestrian Trail: As part of the roadway improvements required by Condition BB-1, the developer shall construct to Conceptual Trails Plan standards, a 4' wide pedestrian trail with an intermediate level of difficulty, beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side on Paseo Del Mar and "A" Street (Paseo Del Mar extension) to the small (45 space) public parking lot east of the clubhouse. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This trail shall connect with the trails described in Condition Y.4, Y.6 and Y.15 (Cross reference California Coastal Commission, Special Condition 3.A.9).
10. West Bluff Preserve Bluff Top Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2' and an easy to intermediate level of difficulty beginning at the terminus of the pedestrian trail required in Condition Y.6 (at the Portuguese Overlook), through West Bluff Preserve (Lot E) along the upper bluff top to the eastern boundary of Lot E and connecting with the pedestrian trail required in Condition Y.11 (Cross Reference California Coastal Commission, Special Condition 3.A.15).
11. West Bluff Preserve Lateral Access Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a maximum tread width of 2' and an easy to intermediate level of difficulty beginning from the pedestrian trail required in Condition Y.6, within Golf Course Lot 38 and, parallel to the eastern boundary of West Bluff Preserve (Lot E), to the bluff top and connecting to the pedestrian trail required in Condition Y.10. This trail may be combined with the golf cart path (Cross reference California Coastal Commission, Special Condition No. 3.A.14).
12. La Rotonda Parking Lot Combined Bicycle Path and Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a combined bicycle path and pedestrian trail with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning at the west end of the La Rotonda Parking Lot, south through School District property and Golf Course Lot No. 38 to the Bluff Top Activity Corridor. This combined path/trail shall connect with the combined off-road bicycle path and pedestrian trail required in Condition Y.15.
13. Halfway Point Park Pedestrian Loop Trail: The developer shall construct to Conceptual Trails Plan standards a combined pedestrian and handicapped accessible trail with a minimum tread width of 5' and an easy level of difficulty beginning at the small (45 space) parking lot east of the clubhouse, then running around the entire boundary of Half Way Point Park (Lot H) to the large (150 space) parking lot on the west side of the clubhouse. The Director of Community Development may allow a steeper trail in some areas if required by natural grade conditions. This trail shall connect with the pedestrian trails required in Conditions Nos. Y.14 and

Y.15, and the combined pedestrian and handicapped accessible trail required in Condition Y.6. (Cross Reference California Coastal Commission, Special Condition 3.A.16)

14. Sewer Easement Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4' and an easy to intermediate level of difficulty beginning at the eastern boundary of Half Way Point Park (Lot H), east along the upper edge of "Slide Scarp C" (north of Golf Hole No. 18) to the bluff edge generally in the center of Golf Course Lot No. 38. The upper portion of the trail (north of Golf Course Hole No. 18) may be used by golf carts and maintenance vehicles, and the tread width may be increased accordingly. This trail shall connect to the pedestrian trails required in Conditions Y.13 and Y.15 (Cross reference portions of California Coastal Commission, Special Condition 3.A.13).
15. Bluff Top Activity Corridor Combined Bicycle Path and Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards an off-road bicycle path and pedestrian trail with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), running parallel to the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This combined path/trail shall connect to the combined off-road bicycle path and pedestrian trails on the west side of La Rotonda Canyon required in Condition No. Y.12. (Cross California Coastal Commission, Special Condition 3.A.12)
16. Bluff Top Activity Corridor Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2' and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), along the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This trail shall connect to the pedestrian and handicapped trail required in Condition No. Y.13 and the bluff top pedestrian trail located in Vesting Tentative Tract No. 50667 via a bridge across La Rotonda Canyon, constructed by the developer and dedicated for that purpose (Cross Reference California Coastal Commission, Special Condition 3.A.11).
17. Halfway Point Park Beach Access Pedestrian Trail: The developer shall construct to Conceptual Trails Plan Standards a soft-footed pedestrian trail with a minimum tread width of 4' and an easy to challenging level of difficulty beginning at the terminus of the trail required in Condition Y.13 on the eastern boundary of Half Way Point Park (Lot H) and proceeding down the bluff face through the upper portion of Half Way Point Preserve (Lot F) and through the Bluff Dedication Area (Lot G) and terminating at the shoreline. This trail shall connect with the trail required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.7)

18. The developer shall be responsible for the construction of all public trails specified in Conditions Y.2 through Y.17. Construction of said trails shall coincide with the rough grading activity within each workable phase and shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.
19. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map a lateral public access easement for passive recreational use from the 25' contour line seaward to the tract boundary.
20. Where pedestrian trails or bicycle path are located within a common open space lot which is not required to be dedicated to the City of Rancho Palos Verdes or a golf course lot, the developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map an easement for public trail purposes. Bicycle path easements shall have a minimum width of 12' and pedestrian trail easements shall have a minimum width of 6'. Where pedestrian trails and bicycle paths are parallel to each other, the required easements may be combined into a single easement as follows: 1) the minimum separation between the adjacent tread widths shall be 3'; 2) the combined easement shall be a minimum of 18' where there is a 4' wide pedestrian tread width and a minimum of 19' where there is a 5' foot pedestrian tread width (bicycle tread width is 8' in all cases).
21. Where pedestrian trails and/or bicycle paths are combined with golf cart paths, safety measures in addition to signage shall be explored in order to minimize conflicts between pedestrian/bicyclist and golf carts. Measures that may be required by the Director of Public Works may include, but are not limited to the addition of lane striping. If safety problems arise once the pedestrian trails, bicycle paths and golf cart paths are operational, the Planning Commission may impose additional requirements, including requiring that the pedestrian trails and/or bicycle paths not be combined with golf cart paths.
22. **PRIOR TO ISSUANCE OF ANY GRADING PERMIT, OR PRIOR TO RECORDATION OF ANY FINAL MAP, WHICHEVER OCCURS FIRST,** the developer shall submit a detailed Public Amenities Plan, including signage, specific design standards and placement for all trails, vista points and parking facilities, and other amenities consistent with the Conceptual Trails Plan, subject to the review of the Recreation and Parks Committee, the Directors of Planning, Building and Code Enforcement, Public Works and Parks and Recreation, and approval by the City Council. The Public Amenities Plan shall be in substantial conformance with the program submitted by the developers and described in the "Ocean Trails Conceptual Public Amenities and Coastal Access Program, Rancho Palos Verdes Subregion 7", dated July 1994.
23. The developer shall be responsible for implementation and construction of all amenities detailed in the Public Amenities Plan as required per Condition Y.22 above. Construction of the public amenities shall coincide with the

project grading activity and shall be completed upon certification of rough grading.

24. The existing remnant from the World War II facilities located at Halfway Point Park shall be preserved as part of the Public Amenities Plan. A plaque commemorating the facility and describing its use shall be placed at the location.
25. Dedication of the public trails and open space lots shall occur at the time any Final Map is recorded.
26. Construction of the public trails and improvements required in the Public Amenities Plan shall be the obligation of the developer. Construction shall coincide with the project grading activity for each approved workable phase within each tract and shall be completed upon certification of rough grading and/or acceptance of street improvements within each tract. Dedication of the public trails shall occur at the time any Final Map is recorded.

Z. RESIDENTIAL LOTS

NUMBER OF RESIDENTIAL UNITS

1. In addition to the four on-site affordable housing units required in Condition B.1, no more than 23 single family residential units shall be permitted in Tract No. 50666 and no more than thirty six 36 single family residential units shall be permitted in Tract 50667.
2. **PRIOR TO THE ISSUANCE OF ANY BUILDING OR GRADING PERMITS** for the construction of any single-family residence within Tract No. 50667 or opening of the 18-hole golf course, whichever occurs first, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50667 which are to be accepted by the City.
3. **PRIOR TO THE FINAL MAP OF TRACT NO. 50666**, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50666 which are to be accepted by the City.

PROJECT DESIGN

4. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, a final project site plan shall be submitted to the Director of Community Development for review and approval, identifying the location of all lots, streets and other lot improvements including drainage structures and features, building pad areas and elevations,

and utility easements, as depicted on Vesting Tentative Tract Map Nos. 50666 dated as revised on July 31, 1996, "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666", dated February 2, 2005 and Vesting Tentative Tract Map No. 50667, dated as revised on June 19, 1996.

5. All single family residential development shall conform to the specific standards contained in this permit or, if not addressed herein, the RS-1 (RPO) development standards of the Development Code shall apply.
6. Any significant changes in the development characteristics of the Residential Planned Development, including but not limited to the number of dwelling units, street and lot configuration or modifications to the finished contours, shall require that an application for a major revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification and any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the Residential Planned Development, the Director of Community Development shall report to the City Council a determination of significance.
7. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and/or construction plans for each individual residence are submitted to the City for review.
8. No grading or construction of permanent structures on any individual lot shall be allowed closer than twenty-five (25)' to the Coastal Setback Zone.

COMMON OPEN SPACE BONDS

9. A minimum of 30% of the acreage of each residential Tract No. 50666 and No. 50667, exclusive of the golf course area, shall remain as common open space. In Tract No. 50666, the lots considered for the purpose of calculating the minimum required common open space are:
 - a. Lot A (West Vista Park) at 1.5 acres in size;
 - b. Lot B (Forrestal Canyon) at 5.8 acres in size;
 - c. Lot C (Forrestal Canyon Fire Break) at 1.7 acres in size;
 - d. Lot D (Portuguese Bend Fire Break) at a minimum of 1.0 acre in size, but up to 1.4 acres in size depending upon the approval of Lot Line Adjustment(s) between the adjacent property owners within the Portuguese Bend Club and the property owner(s) of Lot D, wherein any remaining open space left after the approval of said Lot Line Adjustments shall be retained as part of Lot D; and,
 - e. Lot J (Palos Verdes Drive South Frontage) at 2.4 ac

In Tract No. 50667, the lots considered for the purpose of calculating the minimum required common open space are:

- a. Lot A (La Rotonda Drive Frontage) at 0.5 acres in size;
- b. Lot B (Palos Verdes Drive South Frontage) at 3.1 acres in size;
- c. Lot C (La Rotonda Canyon) at 4.5 acres in size;
- d. Lot D (East Vista Park) at 1.2 acres in size; and,
- e. Lot H (East Bluff Preserve Fire Break) at 5.0 acres in size.

CC&Rs

10. **PRIOR TO APPROVAL OF THE FINAL MAP**, copies of Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the Director of Community Development and the City Attorney for review and approval. Said CC&R's shall reflect standards provided in Chapter 17.14 (Homeowners' Association) of the Development Code, including those items identified herein, and any applicable conditions of Vesting Tentative Tract Map Nos. 50666 and 50667.
11. All necessary legal agreements and documents, including Homeowners' Association, deed restrictions, covenants, dedication of common open space and development rights, public easements, and proposed methods of maintenance and perpetuation of all common open space, on-site drainage facilities and any other hydrological improvements shall be submitted and approved by the City Attorney and the Director of Community Development **PRIOR TO APPROVAL OF EACH FINAL MAP**. Said CC&R's shall include, but not be limited to, the following provisions:
 - a. All provisions required by Section 17.14 (Homeowners' Association} of the City's Development Code.
 - b. Membership in the Homeowners' Association shall be inseparable from ownership in the individual lots.
 - c. The "Development Standards and Design Guidelines" for the project which identifies all materials which affect structure appearance and use restrictions, including but not limited to architectural controls, structure and roof materials, exterior finishes, walls/fences, exterior lighting, and the standards of development contained in subsections M through V of this document (Grading, Development Plans for Construction of Individual Residences, Private Lot Open Space, Setbacks, Minimum Open Space Requirements of Individual Residences, Building Facades and Rooflines, Heights, Lighting, and Appliances}. A copy of the "Development Standards and Design Guidelines shall be provided by the developer and/or Homeowners' Association to each individual landowner upon purchase of any lot or residence.
 - d. All future residential structures, accessory structures, improvements, and/or landscaping shall be subject to review by the Director of Community Development and/or "DRC" as described below in Condition N.1 and construction and installations of said structures and improvements shall conform to the City-approved plans.

- e. Dedicate to the City the right to prohibit construction of residential structures on slopes greater than a 3:1 gradient.
- f. Exterior residential lighting shall be limited to the standards of Environmental Protection set forth in Section 17.56 (formally 17.54) of the City Development Code.
- g. Lot coverage, setback, height and private open space shall comply with the requirements for each residential structure as detailed in these Conditions of Approval.
- h. Requirements for solar installations shall conform to the Development Standards of Section 17.40 and Extreme Slope restrictions of Section 17.48.060 (formally 17.57) of the Development Code.
- i. All landscaping (including parkway trees) shall be selected and maintained so that no trees or group of trees obstructs views from the public right-of-way or adjacent properties consistent with City Council policy regarding street trees.
- j. No landscaping or accessory structure shall block or significantly obstruct solar access to any lot.
- k. Disposal of cuttings of non-native invasive plant species or any ornamental plant species shall be prohibited in common and public open space areas.
- l. Identification of all public trail easements for pedestrian and bicycle use. The CC&R's shall also prohibit individually owned structures, accessory structures, fences, walls, hedges, landscaping or any other such obstacle within said trail easements without the written approval from the City Council of the City of Rancho Palos Verdes.
- m. The CC&Rs shall prohibit individual landowners from encroaching into the public right-of- way. The CC&Rs shall specify that all costs incurred to remove hardscape/landscape improvements installed by a landowner in violation of the CC&Rs within the public right-of- way shall be borne by the landowner. At the time improvement plans for an individual residence are submitted to the Homeowner's Association (as required in Condition No. Z.24 and the City of Rancho Palos Verdes (as required in Condition No. Z.18) for review, the homeowner shall sign a disclosure stating that it is understood that encroachments into the public right-of-way are prohibited and all unlawful improvements constructed within the public right-of-way shall be removed solely at the landowner's expense. This requirement does not apply to mailboxes, provided that the mail boxes do not exceed the minimum requirements of the United States Postal Service.
- n. The requirements of Condition No. P.4 shall be incorporated into

the CC&R's for Tract Nos. 50666 and 50667 subject to review and approval by the City Attorney and the Director of Community Development.

12. Within thirty (30) days following recordation of the CC&R's, the developer shall submit a recorded copy of the document to the Director of Community Development.

GRADING FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

13. Remedial grading, consisting of over-excavation and recompaction for geologic stability which will not alter the contours shown on the approved tract grading plan shall be subject to review and approval by the Director of Community Development. In addition, grading of up to 1,000yd³ for residential use of an individual lot shall be subject to review and approval by the Director of Community Development. Grading in excess of 1,000yd³, or grading to alter the finished pad elevations shall require approval by the Planning Commission.

14. No construction and/or grading on individual lots shall be permitted on 3:1 or greater slopes, with the exception of the following:

- a. Driveway improvements to a partially subterranean garage on Lot Nos. 24 and 25, a basement/patio area for Lot Nos. 24 and 25, and an entry way to Lot No. 25, provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**
- b. A pool/spa/patio on Lot 29, as depicted on plans prepared by Envirotechno, dated May 4, 2005, which were reviewed by the City Council at their meeting on September 20, 2005, provided that the retaining walls associated with these improvements shall be stepped in height, and shall include landscape planting areas and an aesthetically pleasing veneer to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**
- c. Grading along the northerly and easterly yard areas of Lot #17 to accommodate an indirect access driveway in the easterly yard area

and retaining walls/patio areas in the northerly yard area as shown on the Site Plan/Grading Plan prepared by Tomaro Architecture Incorporated, as reviewed by the City Council at their May 20, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**

- d. Grading along the easterly and westerly yard areas of Lot #18 to accommodate an indirect access driveway, retaining walls and patio area in the easterly yard area and retaining walls in the westerly yard area as shown on the Site Plan/Grading Plan prepared by C.C. Partners Design Build, as reviewed by the City Council at their September 16, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**

PRIOR TO ISSUANCE OF ANY BUILDING/GRADING PERMITS for construction of the specific items noted above, the property owner(s) shall obtain City approval and recordation of an amendment to Final Map No. 50667, adjusting said map notes to permit such specific construction over 3:1 or steeper slopes.

15. All retaining walls shall be subject to review and approval by the Director of Community Development with subsequent reporting to the Planning Commission, if required, for review and approval pursuant to Section 17.76.040 (formally 17.50) of the City Development Code.
16. Foundations and floor slabs cast on expansive soils will be designed in accordance with Los Angeles County Code Section 2907-i.
17. All residential building pad elevations shall substantially conform to the final grading plan for the Final Map in which the lot is located, as approved by the Director of Community Development. Future landowners are prohibited from raising or lowering the approved building pad elevations,

except for excavations to accommodate completely subterranean areas (such as basements, wine cellars and storage areas), as provided for by the Development Code. **WITHIN 30 DAYS AFTER FINAL MAP APPROVAL, OR BEFORE SALE OF ANY INDIVIDUAL LOT, WHICHEVER OCCURS FIRST**, the developer shall submit to the City a "Covenant to Control Building Pad Elevation" for each residential lot, according to the pad elevations specified on the approved final grading plan. All fees associated with recording said covenants shall be paid by the developer.

DEVELOPMENT PLANS FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

18. **PRIOR TO ISSUANCE OF ANY GRADING OR CONSTRUCTION PERMITS** for individual lots subsequent to the completion of finished pads, final improvement plans for the particular lot and structure shall be submitted to the Director of Community Development and/or Design Review Committee ("DRC") or similar body as described below in Condition Z.22 for review and approval. Said plans shall include, but are not limited to, plot plan, section and elevation drawings, floor plan, grading and exterior lighting plan. The plot plan shall clearly show existing and proposed topography, all proposed structures, all easements and setbacks. The section and elevation drawings shall clearly indicate maximum proposed height and ridge elevation for all structures, fences, walls, accessory structures, and equipment.
19. Unless otherwise specified in these conditions of approval, all structures and development on individual lots shall comply with RS-1 (RPD) development standards.
20. All fencing along interior side and front property lines, if not otherwise addressed in Condition L, shall conform with Section 17.76.030 (formally 17.42) of the Rancho Palos Verdes Development Code.
21. Chain link or other wire fence is prohibited on any portion of any lot, except as otherwise required by project biologist for habitat protection or through Condition L.3.a.
22. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for each individual residence are submitted.
23. Development and construction plans for each individual residence shall comply with the standards and conditions set forth in the "Development Standards and Design Guidelines" for the tract and shall be incorporated within the CC&R's for each tract and attached hereto by reference as Exhibit "B" and hereby included as a condition of approval. The final version of the "Development Standards and Design Guidelines" shall be reviewed and approved by the Director of Community Development **PRIOR TO THE RECORDATION OF THE CC&RS**. Requests for approval of individual

residences shall be reviewed for compliance with said conditions and "Development Standards and Design Guidelines" by the Director of Community Development and/or any Design Review Committee ("DRC") in place at the time development applications for individual residences are submitted.

24. Upon submittal of proposed development and construction plans for each individual residence to the Director of Community Development as described above in Condition Z.18, individual property owners shall provide written approval of the proposed development obtained from the established Homeowner's Association or any Homeowner's Association Architectural Committee.

25. Landscape planting and irrigation plans for each residential lot within Tract No. 50666 and Tract No. 50667 shall be submitted to the Director of Community Development for review and approval **PRIOR TO INSTALLATION OF ANY IRRIGATION SYSTEM.**

Further, it shall be the responsibility of each Owner to landscape, irrigate and maintain the front and rear yard areas of their Lot in a clean and attractive condition. Each Owner shall install the front yard landscaping within 120 days of such Owner's initial occupancy of the dwelling located on the Lot. The rear yard landscaping shall be installed within 180 days of such Owner's initial occupation of the dwelling located on the Lot.

26. The developer shall be responsible for keeping the City up to date on the status of each individual lot landscape plan. This shall take the form of a table that lists all of the lots, their date of building permit issuance, date of close of escrow, and the maximum deadline to submit a landscape plan based upon building permit or close of escrow. The developer shall be responsible for submitting an updated table each time a building final is issued and at close of escrow. Landscape and irrigation plans shall be consistent with the standards of the Ocean Trails Water Control Plan. Furthermore, notwithstanding any exemption contained in Chapter 15.34, any single-family lot within Tract No. 50666 or No. 50667 shall comply with Chapter 15.34 with respect to irrigation and drought tolerant plantings as determined by the Director of Community Development.

PRIVATE LOT OPEN SPACE

27. Each residential lot shall provide a private outdoor living area in an amount not less than four hundred 400ft² for each bedroom in the unit. This area shall be adjacent to and provide a private, usable area for each dwelling unit.

SETBACKS

28. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50666:

a. The minimum front yard setback for all structures on an individual lot

shall be 35'.

- b. The minimum street side setback on all lots shall be 20'.
- c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 14 through 23), the minimum interior side yard setback shall be ten 10' on one side, with a minimum total of 30' on both sides.
- d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lots Nos. 1, 2, 6, and 13), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 35' on both sides.
- e. On lots with a minimum lot size of 25,000ft² or greater (Lot Nos. 3 through 5, and 7 through 12), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 40' on both sides.
- f. The minimum rear yard setback for all structures on an individual lot shall be 35', with the exception of Lot #22, which may have a rear yard setback of 30'.

29. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50667:

- a. Except for Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 35'. On Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 25'.
- b. The minimum street side setback on all lots shall be 20'.
- c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 2-16, 18, 19, 22, 23, 29, 30, 33, 34 and 36), the minimum interior side yard setback shall be 10' on one side, with a minimum total of 30' on both sides.
- d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lot Nos. 20, 21, 24, 26-28, 31, 32 and 35), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 35' on both sides.
- e. On lots with a minimum lot size of 25,000ft² (Lot Nos. 1, 17 and 25), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 40' on both sides.
- f. Except for Lot Nos. 7 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 35'. On Lot Nos. 11 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 25'. On Lot Nos. 6, 7 and 8 the minimum fuel modification zone/rear yard setback for all structures on an individual lot shall be 50'. However, the fuel

modification zone/rear yard setback on Lot Nos. 6, 7 and 8 may be reduced at the time that individual residences are proposed on these lots, provided that alternative fire suppression systems and/or building techniques are incorporated into the design of the residence, such as water sprinkler systems, fire walls, fire retardant materials, etc., to the satisfaction of the Los Angeles County Fire Department and City Building Official. If the fuel modification zone setback is reduced through this subsequent approval, the rear yard setback on Lot Nos. 6, 7 and 8 shall not be less than 25'. On Lot Nos. 9 and 10, the minimum rear yard setback shall be the foundation setback line shown on the approved final Phase I Grading Plan.

30. Any other architectural features or appurtenances shall conform to Section 17.48.030 (E) (formally 17.40.030 (E) of the Rancho Palos Verdes Development Code.
31. Except for driveways, walkways and parking areas, all of the required front and street-side setback areas shall be landscaped. Driveways, walkways, and parking areas shall not cover more than 50% of the required front or street side setback areas. "Turf-block" or landscaped areas that are designed to be driven or parked over (such as grass strips between paved strips) shall be counted as a driveway or parking area for the purpose of calculating landscaping in the front or street side setback area.
32. Except as described below in Condition P.6, no minor or accessory structures, including but not limited to pool equipment and trash enclosures, shall be permitted within any required setback area.
33. Trash enclosures and other minor equipment may be permitted within any interior side yard setback area adjacent to the structure, subject to review and approval of a Minor Exception Permit.

MINIMUM OPEN SPACE REQUIREMENTS OF INDIVIDUAL RESIDENCES

34. The minimum open space requirement for all lots shall not be less than 60% of the lot. Lot coverage shall include the building footprint, driveway and parking area, covered patios, covered walkways, and other accessory structure.
35. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50667:

a	b	c	d	e
Tract No. 50667 - Lot #	Lot Area	Allowable Habitable Area (30% of the lot area) that can be located on all levels of the structure (including basements)	Additional Habitable Area permitted only in a subterranean basement	Total Maximum Habitable Area (columns c+d)
1	22,123	6,637	863	7,500
2	15,197	4,559	1,441	6,000

3	15.988	4796	1.204	6.000
4	14.012	4.204	1.797	6.000
5	12.644	3.793	2.207	6.000
6	18.757	5.627	373	6.000
7	15.413	4.624	1.376	6.000
8	16.874	5.062	938	6.000
9	22.128	6.638	862	7.500
10	22.981	6.894	606	7.500
11	13.256	3.977	2.023	6.000
12	12.489	3.747	2.253	6.000
13	13.975	4.192	1.808	6.000
14	17.897	5.369	0	5.369
15	18.603	5.581	0	5.581
16	24.389	7.317	0	7.317
17	36.058	10.000	0	10.000
18	25.405	7.622	0	7.622
19	22.726	6.818	0	6.818
20	23.584	7.075	0	7.075
21	23.765	7.130	0	7.130
22	19.771	5.931	0	5.931
23	18.829	5.649	0	5.649
24	29.654	8.896	1.104	10.000
25	30.730	9.219	781	10.000
26	21.875	6.562	938	7.500
27	23.777	7.133	367	7.500
28	21.149	6.345	1.155	7.500
29	19.010	5.703	297	6.000
30	19.443	5.833	0	5.833
31	20.318	6.095	0	6.095
32	21.646	6.494	0	6.494
33	17.533	5.260	0	5.260
34	18.872	5.662	0	5.662
35	16.594	4.978	0	4.978
36	19.705	5.912	0	5.912

NOTES:

- a. Lot areas are based on the depiction shown on recorded Final Map No. 50667. Any changes to the lot areas noted above, shall require a Revision to CUP No. 162 to modify the table above.
- b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.
- c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².
- d. All subterranean basement areas shall be within the boundaries of the building footprint above.
- e. There shall be no changes to the approved pad elevations as a result of the construction of basements.

36. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50666:

- a. Total Maximum Habitable Area of each structure shall not exceed 30% of the Lot Area as depicted on the final recorded map of Tract No. 50666.
- b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.
- c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².
- d. All subterranean basement areas shall be within the boundaries of the building footprint above.
- e. There shall be no changes to the approved pad elevations as a result of the installation of basements.

37. Requests to modify the permitted habitable square footage per lot size category are subject to a Revision to Conditional Use Permit No. 162.

BUILDING FACADES AND ROOFLINES

- 38. The upper level of all two story residences shall be a minimum of 20% smaller than the footprint of the structure. On the rear and front facades of two story residences, and on the rear facade of all split level lots, a maximum 30% of the second story width shall be permitted to be constructed directly above the first story below. A minimum 70% of the second story width shall be broken up by using either of the following two methods:
 - a. A minimum 6' wide second story setback from the first story facade. The setback area would be used as an uncovered deck or roof.
 - b. A minimum 6' wide uncovered balcony attached to and extending from the second story facade.
- 39. The roof of the main structure on each residence shall have a pitch of at least 2 in 12, except where it is necessary to have small areas with less pitch in order to comply with Building Code criteria.
- 40. On Lot Nos. 13 through 23 within Vesting Tentative Tract No. 50666, the main ridge of the structure shall be parallel to the side property line and generally perpendicular to Palos Verdes Drive South.
- 41. On Lot Nos. 24, 25, 35 and 36 within Vesting Tentative Tract No. 50667, the main ridge of the structure shall be perpendicular to Palos Verdes Drive South.
- 42. Roofing materials shall be Class A and non-combustible.

HEIGHTS

43. For the purposes of identifying lot types and approved heights for all primary structures within Vesting Tentative Tract map No. 50666, Lot 1, and Lot Nos. 9 through 13, are designated as Lot Type A. Lot Nos. 2 through 8 are designated Lot Type C. Lot Nos. 14 through 23 are designated as Lot Type D.
44. For purposes of identifying approved heights for all primary structures within Vesting Tentative Tract Map No. 50667, Lot Nos. 4 through 13 are designated as Lot Type A. Lot Nos. 1 and 3 are designated Lot Type B. Lot Nos. 14 through 17 and 30 through 36 are designated Lot Type C. Lot Nos. 18 through 21 are designated Lot Type D. Lot Nos. 22 and 23 are designated Lot Type E. Lot No. 2 is designated Lot Type F. Lot Nos. 24 and 25 are designated Lot Type G. Lot Nos. 26 through 29 are designated as Lot Type H.
45. Building heights for all residential structures are limited as follows:
- a. Lot Type A: 16'
 - b. Lot Type B: 15'
 - c. Lot Type C: 26'
 - d. Lot Type D: 16' from upper pad, and 26' from lower pad
 - e. Lot Type E: 21' from upper pad, and 26' from lower pad
 - f. Lot Type F: 15' from pad of the one-story structure, and 25.3' from the entry to a subterranean garage provided that the ridge height does not exceed 15' from the pad of the one-story structure.
 - g. Lot Type G: 16' from pad of the one-story structure, and 26' from the entry to a subterranean garage and exterior basement patio areas, provided that the ridge height does not exceed 16' from the pad of the one-story structure.
 - h. Lot Type H: 26' from pad of the two-story structure, and 36' from the exterior grade of the basement patio area, provided that the patio area is located in the side yard and that the ridge height does not exceed 26' from the pad of the two-story structure.
46. All heights shall be measured pursuant to Section 17.02.040 of the Development Code (View Preservation and Restoration Ordinance).
47. The height of all accessory structures shall conform to Section 17.48.050(D) (formally 17.40.050(C)) of the Rancho Palos Verdes Development Code.
48. The subsequent submittal of a Conditional Use Permit Revision to increase the maximum building heights to exceed those specified in Condition S.3 above shall be prohibited. Within 30 days after Final Map approval, or before sale of any individual lot, whichever occurs first, the developer shall submit to the City a "Covenant to Limit Maximum Building Height" for each residential lot, according to the height limits specified in Condition S.3. All fees associated with recording said covenants shall be paid by the developer.

SOLAR SYSTEM

49. All dwelling units shall be designed and constructed so that the plumbing and circulation system will allow utilization of solar energy as part of the hybrid system for providing hot water. Solar panels shall not exceed the ridge line of the structure on which they are placed.
50. All proposed solar installation shall be reviewed by the Director of Community Development for consistency with the provisions of the Development Code.

LIGHTING

51. Exterior residential lighting shall be limited to the standards of Section 17.56.030 (formally 17.51.030) of the Development Code.
52. A typical residential unit lighting plan shall be submitted to the Director of Community Development for review and approval **PRIOR TO ISSUANCE OF BUILDING PERMITS**, and there shall be no direct off-site illumination from any light source.

APPLIANCES

53. All units shall be required to install and maintain in proper working order an electronic garage door opener for each garage door.
54. All units shall be required to install and maintain low water use plumbing fixtures including, but not limited to, low flow toilets and shower heads.

AA. SEWERS

1. Approval of this subdivision of land is contingent upon the installation, dedication and use of local main line sewer and separate house laterals to serve each lot of the land division.
2. If, because of future grading, or for other reasons, it is found that the requirements of the Plumbing Code cannot be met on certain lots, no building permit will be issued for the construction of homes on such lots.
3. Sewer easements are tentatively required, subject to review by the Director of Public Works to determine the final locations and requirements, **PRIOR TO THE RECORDATION OF THE FINAL MAP**.
4. **PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE SEWER SYSTEM** in each approved phase of the project, the developer shall obtain approval of the sewer improvement plans from the County Engineer Sewer Design and Maintenance Division.
5. **PRIOR TO APPROVAL OF THE FINAL MAP**, the developer shall submit to the Director of Community Development a written statement from the County Sanitation District approving the design of the tract with regard to the existing trunk line sewer. Said approval shall state all conditions of

approval, if any, and shall state that the County is willing to maintain all connections to said trunk lines.

BB. STREETS

1. The proposed on-site streets shall be dedicated for public use on the Final Map and designed to the satisfaction of the Director of Public Works. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for the on-site streets to the Director of Public Works for approval, pursuant to the following specifications:
 - a. Paseo Del Mar (between Palos Verdes Drive South and "B" Street) shall be a minimum of 55' in width, measured from flow line to flow line, including a 10' wide median. Parkway widths shall be a minimum of 8' on each side. The total right-of-way width shall be 71'. The Final Map shall reflect these standards.
 - b. "A" Street (Paseo Del Mar extension) shall be a minimum of 36' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 3' on the north side and 7' on the south side. The total right-of-way width shall be 46'. The Final Map shall reflect these standards.
 - c. "B" Street shall be a minimum of 40' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8' on each side. The total right-of-way width shall be 56'. The Final Map shall reflect these standards.
 - d. "E" Street shall be 34' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8' along the southerly side along Street "E", and shall be a minimum of 4' along the northerly side Street "E". The total right-of-way shall be 46'. The Final Map shall reflect these standards.
 - e. A public off-street parking area shall be provided on the southerly side of Palos Verdes Drive South, between Palos Verdes Drive South and "E" Street, west of Paseo del Mar, as part of the West Vista Park. Said parking area shall be at the same grade as Palos Verdes Drive South, shall contain a minimum of 6 parking spaces, and 1 parking space shall be reserved for handicapped use. The design of the off-street parking area and any time restrictions shall be submitted for review and approval by the Director of Public Works. Public parking and access to this area shall be prohibited after dusk.
 - f. On-street public parking shall be provided along "A" Street (Paseo Del Mar extension). Said on-street parking area shall contain a minimum of 90 parking spaces and a minimum of 5 parking spaces shall be reserved for handicapped use. The design of the on-street parking area shall be submitted for review and approval by the Director of Public Works.

- g. All streets shall have a vertical type curb. The developer may request roll type curbs, subject to the review and approval of the Director of Public Works.
 - h. Handicapped access ramps which conform to all standards and specifications in Title 24 of the Uniform Building Code shall be provided at all sidewalks and at all locations where public trails intersect with streets and/or sidewalks in or adjacent to the subject development.
 - i. Cul-de-sacs shall be designed to the specifications of the Director of Public Works.
 - j. Street and traffic signs shall be placed at all intersections and/or corners as specified by the Director of Public Works, shall conform to City Standards, and shall be shown on a signage and striping plan to be attached to the street plans.
 - k. Sidewalks, where required, shall be concrete, a minimum of 4' wide, and located adjacent to the curb.
 - l. All proposed streets shall be designed in substantially the same alignment as shown on Vesting Tentative Tract Map No. 50666 Amended Map No. 1, dated as revised on July 31, 1996, and "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666, dated February 2, 2005".
2. The developer shall be responsible for the design and construction of the realignment of Palos Verdes Drive South from Conqueror Drive to La Rotonda Drive. Plans for the realignment and reconstruction shall be submitted for review and approval by the Director of Public Works **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST** and shall include a minimum 14' wide median from Conqueror Drive to Palos Verdes Drive East and a minimum 10' wide median from Palos Verdes Drive East to La Rotonda Drive. In addition, the developer shall be responsible for the design and construction of curb and gutter and full median improvements adjacent to the Portuguese Bend Club. The construction and realignment shall also include provisions for the future signalization of the intersections at Palos Verdes Drive South and Forrestal Drive and at Palos Verdes Drive South and La Rotonda Drive, including the installation of all necessary underground facilities and utilities during construction so that subsequent installation of signals at either intersection can be accomplished without requiring future road cuts. With the exception of the improvements between Conqueror Drive and Ocean Trails Drive, construction on the improvements noted above shall be completed **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18- HOLE GOLF COURSE, WHICHEVER OCCURS FIRST.** Landscape improvements shall be completed **PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY**

FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE, WHICHEVER OCCURS FIRST. For the roadway improvements and related landscaping between Conqueror Drive and Ocean Trails Drive, the developer shall complete said improvements **PRIOR TO THE ISSUANCE OF ANY PERMITS FOR HABITABLE STRUCTURES WITHIN TRACT NO. 50666.**

Additionally, the developer shall be responsible for the design and re-construction of La Rotonda Drive, from Palos Verdes Drive South to the end of La Rotonda Drive. **PRIOR TO JUNE 1, 2002 OR IN CONJUNCTION WITH THE CONSTRUCTION OF PHASE 2 OF PALOS VERDES DRIVE SOUTH, WHICHEVER OCCURS FIRST,** the developer shall be responsible for obtaining approval of the structural section of La Rotonda and starting re-construction. The re-construction shall be completed by November 1, 2002.

Further, subject to review and approval by the Director of Public Works, the developer shall be responsible for resurfacing of portions of La Rotonda Road. The re-surfacing shall begin by October 1, 2001 and shall be completed by November 1, 2001.

Nothing in this condition shall preclude the City from requiring the Developer to contribute to the cost of reconstructing Palos Verdes Drive South (25th Street) from La Rotonda Drive to the eastern City limits pursuant to Condition E.8 of this approval, if it is determined that the construction of the Ocean Trails project by the Developer has damaged this street segment. If the City and the Developer do not agree as to whether the construction of the Ocean Trails project by the Developer has damaged this street segment, then they shall mutually agree upon a third party geotechnical engineer (the "Engineer") to make such determination. The Engineer shall determine, as soon as reasonably feasible after his or her appointment, as to whether, and the extent to which, the construction of the Ocean Trails project by the Developer is responsible for having damaged such street segment. The decision of the Engineer shall be binding and non-appealable. If the Engineer determines that the construction of the Ocean Trails project by the Developer is partially or fully responsible for damaging such street segment, then the Developer shall be responsible for making a financial contribution towards the reconstruction costs in proportion to the extent of such damage caused by the construction of the Ocean Trails project by the Developer. Each party shall pay for the costs and expenses of its engineer, with the parties sharing equally the cost of the Engineer. Additionally, if it is determined as set forth above that the Developer is responsible for making a financial contribution towards the reconstruction costs, the Developer shall receive a credit against that cost, due to the additional amount being incurred by the Developer to reconstruct La Rotonda Drive in accordance with this amended condition. The amount of credit shall be equal to the difference between (1) the cost of resurfacing 25th Street from La Rotonda Drive to the easterly City limits plus the cost of resurfacing La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road, and (2) the cost to

reconstruct La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road.

3. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST**, the project shall contribute to the installment of the following street improvements based on a "fair share" of the cost as determined by the Director of Public Works, which will be allotted only to new traffic:
 - a. Construction of a second westbound left-turn lane at the intersection of Hawthorne Boulevard and Palos Verdes Drive West.
 - b. Construction of a second eastbound left-turn lane and a second southbound right-turn lane at the intersection of Western and 25th Street, if approved by the City of Los Angeles. The developer shall be responsible for contacting the appropriate agencies in the City of Los Angeles and shall provide necessary documentation to the City of Rancho Palos Verdes Director of Public Works, including a letter of approval from the City of Los Angeles, for determination of the project's fair share of the cost for improvements to the above intersection.
4. The developer shall pay traffic impact fees **PRIOR TO RECORDATION OF THE FINAL MAP** in an amount determined by the Director of Public Works upon the completion of all on-site public improvements, including, but not limited to, streets, drainage, and utility improvements.
5. **PRIOR TO RECORDATION OF THE FINAL MAP, OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall process an application for vacation of the portions of the street right-of-way along Paseo del Mar which are to be developed for golf course uses, with the exception of the portion of the undeveloped Paseo del Mar right-of-way seaward of the Ocean Terraces Condominiums, which shall be retained for emergency fire access purposes, pursuant to Condition BB.6.
6. **PRIOR TO THE ACCEPTANCE OF THE STREET IMPROVEMENTS BY THE CITY**, the developer shall construct an all-weather emergency fire access road in the undeveloped portion of the Paseo del Mar right-of-way in compliance with the plan reviewed and approved by the Los Angeles County Fire Department. The Director of Community Development shall work with the Los Angeles County Fire Department to determine the final material used for the all-weather road surface in order to discourage use of this emergency fire access road by unauthorized users (such as bicyclists, golfers and roller skaters).
7. Any street names and house numbering plans shall be provided to the City by the developer for approval by Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP**.

CC. TRASH ENCLOSURES

1. All trash enclosure walls shall be a maximum of 6' in height and designed to accommodate recycling bins and shall have solid, self-closing gates and be integrated into the building design.

DD. UTILITIES

1. All utilities exclusively serving the site and to and on the lots and golf course shall be provided underground, including cable television, telephone, electrical, gas and water. All appropriate permits shall be obtained for their installation. Cable television, if utilized, shall be connected to the nearest trunk line at the developer's expense.

EE. VESTING TENTATIVE TRACT MAP NOS. 50666 AND 50667

1. If signatures of record or title interests appear on the Final Map, the developer shall submit a preliminary guarantee. A final guarantee will be required at the time of filing of the final map with the County Recorder. If said signatures do not appear on the final map, a preliminary title report/guarantee is needed that covers the area showing all fee owners and interest holders. The account for the preliminary title report guarantee shall remain open until the Final Map is filed with the County Recorder.
2. The Final Map shall clearly delineate and label the "Coastal Setback Zone" line as established in the City's Coastal Specific Plan. A note shall be placed on the map stating that no permanent structures (except for structures associated with public amenities or unless as allowed by another project condition of approval) shall be allowed closer than 25' to the Coastal Setback Zone. This area shall be designated on the final map as a "Building/Grading Restriction" area. All residential lots shown on the Final Map shall provide for a minimum buildable area of 3,000ft² of contiguous area, exclusive of required setbacks and any portions of the lot located seaward of the Building Grading Restriction Line, or they shall be eliminated from the Final Map.
3. The City's fee for processing a Final Map shall be paid within 6 months of approval of the Vesting Tentative Tract Map by the last responsible public agency.
4. Pursuant to Development Code Section 17.86.070 (formally 17.67.090), this approval shall expire 24 months from the date that the Coastal Permit associated with this Vesting Tentative Tract Map is approved by the last responsible agency, unless the Final Map has been recorded. Three extensions of up to 1 year each, may be granted by the City Council, if requested in writing **PRIOR TO EXPIRATION**.
5. The developer shall supply the City with one mylar and one print of the recorded Final Map within 30 days of recordation of Final Map.

6. In compliance with Fish and Game Code Section 711.4, the developer shall submit to the City a cashier's check payable to the Los Angeles County Clerk in the amount of \$850.00 for a filing fee and a cashier's check in the amount of \$25.00 for a documentary handling fee within 48 hours of City approval of these permits. The developer shall also pay any fine imposed by the Department of Fish and Game, if required.
7. **PRIOR TO RECORDATION OF THE FINAL MAP**, pursuant to Section 66442 of the Government Code, the subdivider shall obtain clearances from all affected departments and divisions, including a clearance from the Director of Public Works for the following items: mathematical accuracy, survey analysis, correctness of certificates and signatures, etc.
8. **PRIOR TO THE APPROVAL OF THE FINAL MAP**, for Vesting Tentative Tract No. 50666, the developer shall submit for review and approval by the City Council, a revision to Conditional Use Permit No. 162 that improves views by reducing some of the ridge heights within Vesting Tentative Tract No. 50666.

Revision options available to the developer may include, but are not limited to, lowering pad elevations, lowering the maximum building height, creating two-story split level pads which may result in increasing lot size and buildable area, revising setbacks, or other methods.
9. All natural and created slopes greater than 3.1 shall be designated as Restricted Use Areas with a note on the Final Map.
10. Unless already dedicated to the City, the developer shall dedicate to the City vehicular access rights to Palos Verdes Drive South and Paseo Del Mar. A note to this effect shall be placed on the Final Map.
11. **PRIOR TO RECORDATION OF THE FINAL MAP**, access to Lots 12 and 13 over Forrestal Canyon shall be provided by a pole for each lot, with a minimum width of 12' and access shall be via a shared private driveway, with a maximum width of 22'. A note to this effect shall be placed on the Final Map
12. **WITHIN 30 DAYS AFTER FINAL MAP APPROVAL, BEFORE SALE OF ANY INDIVIDUAL LOT, OR PRIOR TO ISSUANCE OF BUILDING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall submit to the City a Covenant to Maintain Property to protect views for each golf course lot and driving range lot. All fees associated with recording said covenant shall be paid by the developer.

SURVEY MONUMENTATION

12. Within twenty-four (24) months from the date of recordation of the Final Map, the developer shall set remaining required survey monuments and center line tie points and furnish the center line tie notes to the Director of Public Works.

13. All lot corners shall be referenced with permanent survey markers in accordance with City Municipal Code. The survey markers shall be inspected and accepted by the City **PRIOR TO THE RELEASE OF THE BOND REFERENCED IN CONDITION M.1.**

FF. WATER

1. The developer shall fund an alternative water source study in an amount not to exceed \$50,000. The purpose of the study shall be to investigate the feasibility of developing various alternative water sources for support of the golf course and related facilities including such alternatives as desalinization, reverse osmosis and other similar technologies, water reclamation, use of de-watering wells, etc. However, upon written request, the City Council may waive or delay the requirement to prepare said study.
2. If there are drought conditions at the time the golf course is developed, or if for any other reason the availability of water is scarce, the developer or its successor in interest shall contribute its proportionate share of the cost of developing new water sources for the City, including off-site development, identified in the study required in Condition FF.1. The City or other responsible agency shall determine the amount of the proportionate share by conducting the necessary studies. However, upon written request, the City Council may waive or delay the payment of the contribution, contingent on a determination by the City Council that an alternative water source study is necessary pursuant to Condition FF.1.
3. There shall be filed with the Director of Public Works a statement from the purveyor indicating that the proposed water mains and any other required facilities will be operated by the purveyor, and that, under normal operating conditions, the system will meet the needs of the development and developed tracts. Said statement shall be dated no more than six months **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE**. Should the developer receive a qualified "will serve" statement from the purveyor, the City shall retain the right to require the developer to use an alternative water source, subject to the review and approval of the City, or the City shall determine that the conditions of the project approval have not been satisfied. Said statement shall be required **PRIOR TO RECORDATION OF THE FINAL MAP**.
4. At the time the final subdivision improvement plans are submitted for checking, plans and specifications for the water system facilities shall be submitted to the Director of Public Works for checking and approval and shall comply with the Director of Public Works' standards. Approval for filing of the Final Map is contingent upon approval of the plans and specifications mentioned above.
5. All lots, golf course, and related facilities shall be served by adequately sized water system facilities which shall include fire hydrants of the size and type and location as determined by the Los Angeles County Fire Department. The water mains shall be of sufficient size to accommodate the total domestic and

fire flows required for the land division. Domestic flow requirements shall be determined by the Director of Public Works. Fire flow requirements shall be determined by the Los Angeles County Fire Department and evidence of approval by the Los Angeles County Fire Department is required **PRIOR TO RECORDATION OF THE FINAL MAP, ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE, MAINTENANCE FACILITY OR AFFORDABLE HOUSING COMPLEX, WHICHEVER OCCURS FIRST.** The developer shall be responsible for installation of any fire hydrants or other improvements required by the Los Angeles County Fire Department at the time the public streets are constructed.

6. Framing of structures shall not begin until after the Los Angeles County Fire Department has determined that there is adequate firefighting water and access available to the said structures pursuant to Condition FF.5.

EXHIBIT E

Form of Subordination Agreement

**RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:**

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

SUBORDINATION AGREEMENT

The undersigned, beneficiary under that certain [Fee and Leasehold Deed of Trust, Security Agreement and Fixture Filing] ("Deed of Trust") encumbering all or a portion of the real property described in Exhibit A, attached hereto ("Property"), which Deed of Trust was recorded on [_____], in the Official Records of Los Angeles County, California ("Official Records"), as Instrument No. [_____], hereby consents to the terms, conditions, and provisions of (a) that certain Amended and Restated Declaration of Restrictions, made by VH Property Corp. and VHPS, LLC (collectively, "Owners") in favor of the City of Rancho Palos Verdes ("City"), dated as of _____, 2018, and recorded in the Official Records ("Declaration"), and (b) that certain Amended and Restated Development Agreement, between Owners and the City, dated as of _____, 2018, and recorded in the Official Records ("Development Agreement").

The undersigned and hereby agrees that the lien of the Deed of Trust (as the same may be modified, amended, or restated from time to time) shall be and remain at all times unconditionally subject and subordinate to the provisions of the Declaration and Development Agreement and any modifications or amendments thereto.

[_____,]
a [_____]

By:
Name:
Title:

[Insert Notary Acknowledgment]

EXHIBIT A

Legal Description of the Property

[Attached]

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Order No. 264001 - D

EXHIBIT A

Parcel 1:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, Alloted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A.C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East; thence South 28° 27' 25" West 637.88 feet, thence South 56° 48' 36" West 494.64 feet to the true point of beginning of the Parcel being hereby described; thence North 38° 28' 00" West 1054.66 feet; thence South 53° 58' 21" West 408.04 feet; thence South 14° 55' 53" West 155.24 feet; thence South 62° 14' 52" West to the ordinary high tide line of the Pacific Ocean; thence following said ordinary high tide line in a general Southeasterly direction to the intersection with a line described as: Beginning at the said true point of beginning; thence South 56° 48' 36" West 300.00 feet to point "A" hereinafter referred to; thence South 45° 20' 20" West, to the said ordinary high tide line; thence continuing along the boundary lines of the parcel being hereby described, North 45° 20' 20" East to said Point "A"; thence North 56° 48' 36" East 300.00 feet to the true point of beginning.

Except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcel 102, as shown on said L.A.C.A. Map No. 51.

Parcel 2:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the Action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said map; thence South 80° 56' 50" East along said center line 684.82 feet to the true point of beginning of the parcel being hereby described; thence South 80° 56' 56" East along said center line 268.28 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East, said point being designated as point "B" for the purpose of this description; thence continuing Southeasterly along said curve 381.55 feet; thence South 20° 02' 10" East 113.33 feet; thence South 43° 16' 43" West to the ordinary high tide line of the Pacific Ocean; thence in a general Northwesterly direction along said high tide line to the intersection with a line described as beginning at the above described point "B"; thence South 28° 27' 25" West 637.88 feet; thence South 56° 48' 36" West 794.64 feet to a point "A" hereinafter referred to; thence South 45° 20' 48" West to the ordinary high tide line of the Pacific Ocean; thence continuing

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along the boundary line of the Parcel being hereby described, North 45° 20' 20" East to the hereinbefore described point "A"; thence North 56° 48' 36" East 300.00 feet thence North 38° 28' 00" West 351.49 feet; thence North 56° 48' 36" East 438.55 feet; thence North 28° 27' 25" East 290.84 feet; thence North 9° 03' 10" East 150.00 feet to said true point of beginning.

Except therefrom that portion within the boundary lines of Palos Verdes Drive South, as shown on map CSB-1082-3 on file in the office of the County engineer of said County, and as described in deed to the County of Los Angeles, recorded on December 23, 1952 as Instrument No. 3469 in Book 40587 Page 284, Official Records of said County.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 3:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 531.55 feet; thence South 20° 02' 10" East 113.33 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1200 feet, the beginning of said last mentioned curve being the true point of beginning of the Parcel being hereby described; thence Southeasterly along said curve 1051.00 feet thence South 70° 15' 35" East 461.13 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 2000.00 feet; thence Southeasterly along said curve 1175.00 feet; thence non-tangent to said curve South 48° 21' 42" West 719.45 feet; thence South 80.00 feet; thence South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence in a general Westerly and Northwesterly direction along said high tide line to the intersection with a line bearing South 43° 16' 43" West from the true point of beginning; thence North 43° 16' 43" East to the true point of beginning.

Except therefrom that portion of said land included within the land as described in a Parcel A in the final order of condemnation entered on Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded January 4, 1968 as Instrument No. 2021, Official Records of said County, said Parcel A was amended by a order nunc pro tunc entered in said Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded June 27, 1968 as Instrument No. 3089.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

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Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed

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by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 100, 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 4:

A Strip of land 12.00 feet wide, measured at right angles, in Lot 102 of L.A.C.A. No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, extending from the Southwesterly line of Palos Verdes Drive South, as shown on said map, in a Southerly direction to the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52202 Page 21 Official Records of said County, bounded on the West by the Easterly boundary of Tract No. 16540, as per map recorded in Book 625 Pages 76 and 77 of Maps, records of said County and bounded on the East by a line that is parallel with said Easterly boundary and 12.00 feet, measured at right angles, Easterly therefrom.

Assessors Parcel No: 7564-021-006,004,003

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That portion of Lot 102 of L.A.C.A. Map No. 51, in the City of Rancho Palos Verdes, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, Described as follows:

Beginning at the intersection of a line that is parallel with and 12.00 feet, measured at right angles, Easterly of the Easterly boundary of Tract No. 16540, as per map recorded in Book 625, Pages 76 and 77 of Maps, records of said County, with the Southwesterly line of Palos Verdes Drive South, 132 feet wide, as shown on said map; thence along said parallel line, South 15° 32' 46" West 122.01 feet and South 15° 20' 00" West 105.52 feet to the intersection thereof with the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52201 Page 21 of Official Records of said County; thence South 38° 28' 00" East along said Northeasterly boundary, a distance of 688.30 feet to the most Westerly corner of the land described as Parcel 2 in a deed recorded as Document No. 1826 on July 18, 1956, in Book 51769 Page 241 of said Official Records; thence along the Northwesterly boundary of said Parcel 2, North 56° 48' 36" East 438.55 feet, North 28° 27' 25" East 290.84 feet and North 9° 03' 10" East 100.00 feet to the Southwesterly line of Palos Verdes Drive South, 100 feet wide, as described in a deed to said County of Los Angeles, Recorded as Document No. 3469 on December 23, 1952, in Book 40587, Page 284 of said Official Records; thence Northwesterly along said Southwesterly line North 80° 56' 50" West 684.82 feet and North 9° 03' 10" East 10.00 feet to the Southwesterly line of Palos Verdes Drive South, 132 feet wide as shown on map of said Tract No. 16540; thence Northwesterly along said last mentioned line, being a curve concave Northeasterly and having a radius of 2040 feet, an arc distance of 219.19 feet to the point of beginning.

Assessors Parcel No: 7564-021-005

Order No. 264003 - E

Parcel 1:

That portion of Lot H of the Rancho Los Palos Verdes, in the City of Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of Partition in the action "Bixby et al. vs. Bent et al" Case No. 2373 in the District Court of the 17th Judicial District of said State, in and for said County and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, and together with all of Tract 30583, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 813 Pages 32 to 34 inclusive of Maps, in the office of the County Recorder of said County, Described as a whole as follows:

Beginning at the intersection of the ordinary high tide line of the Pacific Ocean with the Southeasterly line of Lot 99 of L.A.C.A. No. 51 or the Southwesterly prolongation of said Southeasterly line, as said Lot is shown on map recorded in Book 1 Page 1 Assessors Maps, in said recorders office; thence along said prolongation and or Southeasterly line North 46° 00' 00" East to an angle point in the Easterly boundary of said Parcel 99; thence along said Easterly boundary North 15° 00' 00" East to the Southwesterly line of the land described in the deed to Pacific Telephone and Telegraph Co., a corporation, recorded April 2, 1958 as Instrument No. 591, in Book D68 Page 550, Official Records of said County; thence along the boundary of the land described in said deed; as follows:

North 54° 18' 50" West 105.93 feet and North 35° 41' 10" East 100 feet to most Westerly corner of the land described in deed to the Pacific Telephone and Telegraph Company, a corporation, recorded April 2, 1958 as Instrument No. 518 in Book D60 Page 546, of Official Records of said County; thence along the Northwesterly boundary of the land described in the last mentioned deed North 35° 41' 10" East to the Northerly boundary of Lot 98 of said L.A.C.A. Map No. 51 thence in a general Westerly direction along the Northerly boundaries of lots 98, 99, 100, 101 and 102 as shown on said L.A.C.A. Map No. 51 to the beginning of a non-tangent curve concave Southwesterly and having a radius of 500 feet; thence Southeasterly along said curve to the centerline of Paseo Del Mar, as described in Parcel 2-1 part A in the deed to the City of Rancho Palos Verdes recorded October 10, 1975 as Instrument No. 5051, in Book D6830 Page 354, Official Records of said County; thence along said centerline as follows:

South 9° 25' 15" West 81.63 feet; Southeasterly along a tangent curve concave Northeasterly and having a radius of 650 feet an arc distance of 904.04 feet South 70° 16' 05" East 906.84 feet and Southeasterly along a tangent curve concave Southwesterly and having a radius of 2000 feet an arc distance 1175 feet to the Northerly boundary of said Tract No. 30583; thence along the Northerly boundary of said Tract 30583 and along the boundary lines of the land as described in Parcel 1 the deed to Adams Land Co., et al., recorded July 18, 1956 as Instrument No. 1826, in Book 51769 Page 241, Official Records of said County as follows:

South 48° 21' 42" West 719.45 feet, South 80 feet and South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence Easterly and Southeasterly along said ordinary high tide line to the point of beginning.

Except therefrom that portions of said land included within the Lot 1, of Tract No. 31530, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 852, Pages 73 and 74 of Maps, in said recorders office.

Parcel 2:

Those portion of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors Map, in the office of the County Recorder of said County, Described as follows:

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Beginning at a point in the Northerly boundary of said 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the most Westerly corner of the herein described Parcel; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence North 35° 41' 10" East 577.91 feet to the point of beginning.

Parcel 3:

Those portions of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors maps, in the office of the County Recorder of said County, Described as follows:

Commencing at the point in the Northerly boundary of said Lot 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the true point of beginning of this description; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence South 35° 41' 10" West 280.80 feet; thence North 54° 18' 50" West 300.00 feet; thence North 35° 41' 10" East 100.00 feet to the true point of beginning.

Assessors Parcel No: 7564-019-003,001,004,Ptn 002
7564-020-101,102,103,104,105

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Leasehold interest in:

That portion of Lot 100 of Los Angeles, County Assessor's Map No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the Recorder of the County of Los Angeles, State of California, described as follows:

Beginning at the Northwestern terminus of that certain curve in the proposed centerline of Paseo Del Mar 100 feet wide shown on Los Angeles County Surveyor's Map No. B1156 revised January, 1965, as having a radius of 2000.00 feet and a length of 1801.62 feet; thence Southeasterly along said curve a distance of 1175.00 feet, through a central angle of $33^{\circ} 39' 41''$ to the Easterly line of the land described in the deed recorded in Book D 3522, Pages 577 to 580 inclusive of Maps in the Office of the County Recorder of said County; thence along said Easterly line South $48^{\circ} 21' 12''$ West 50.20 feet to a point on the sideline of said Paseo Del Mar a radial to which bears North $53^{\circ} 31' 22''$ East being also the true point of beginning of this description; thence continuing along said Easterly line South $48^{\circ} 21' 12''$ West 525.68 feet; thence North $41^{\circ} 38' 48''$ West 661.96 feet, to a point on a non-tangent curve concave Northwesternly and having a radius of 392.00 feet, a radial to said point bears South $42^{\circ} 51' 21''$ East; thence Northeasterly along said curve through a central angle of $18^{\circ} 12' 42''$, a distance of 124.60 feet; thence tangent to said curve North $28^{\circ} 55' 57''$ East 302.10 feet to the beginning of a tangent curve concave Southerly having a radius of 27.00 feet; thence Easterly and Southeasterly along said curve through a central angle of $91^{\circ} 45' 29''$, a distance of 43.24 feet to a point on the Southwesterly sideline of said Paseo Del Mar; thence Southeasterly along the Southwesterly sideline of said Paseo Del Mar on a curve having a radius of 1950.00 feet, concave Southwesterly, through a central angle of $22^{\circ} 49' 56''$, a distance of 777.07 feet to the true point of beginning.

Assessor's Parcel No: 7564-021-901 and 7564-021-902

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EXHIBIT F

Conditions of Approval

All conditions set forth under the California Coastal Commission Development Permit Amendment A-5-RPV-93-005-A21 (and any further amendments thereto)

All conditions of approval imposed on the Project by the City as set forth below.

CONDITIONS OF APPROVAL FOR REVISION FFF (PLCU2018-0006) TRUMP NATIONAL GOLF CLUB

A. GENERAL

1. Within 30 days of approval of Revision "FFF", the developers shall submit, in writing, a statement that they have read, understand, and agree to all of the conditions of approval contained in this exhibit.
2. Approval of this Revision "FFF" is conditioned upon the Applicant entering into an agreement with the City of Rancho Palos Verdes within 20 days of the date of this approval, subject to approval by the City Attorney, to indemnify and defend the City against all damages, claims, judgements, and litigation costs, including, without limitation, attorney's fees awarded to a prevailing party, arising from the approval of the project and all issues related thereto.

B. AFFORDABLE HOUSING

On-Site

1. In conjunction with Vesting Tentative Tract Map 50667, the developer shall provide a minimum of 4 dwelling units on-site as rental housing, which shall be affordable to very low to low income households. These units shall be provided on-site in conjunction with development of the golf course. Each unit shall contain at least 850ft² of living space and two bedrooms. A minimum of 2 enclosed parking spaces shall be provided for each unit. The units shall be available for rent prior to the opening of the 18-hole golf course. A covenant which guarantees that the affordable units shall not revert to market rate for a minimum period of 30 shall be recorded no later than the date of recordation of the final map.

Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low income levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed).

- a. The total number of on-site market-rate dwelling units shall be

limited to one dwelling unit per buildable acre of land. However, as an incentive to the developer to provide affordable housing, the 4 affordable dwelling units to be provided on-site shall be allowed to exceed the one dwelling unit per buildable acre maximum. However, in no event shall more than 63 units (both market-rate and affordable) be constructed on the total project site, which includes Vesting Tentative Tract Map Nos. 50666 and 50667.

- b. The on-site affordable housing units shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the affordable housing units. Additionally, no portion of the affordable housing units shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the affordable housing complex is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST.**
- c. The size, height, design and placement of the affordable housing complex shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails Clubhouse" (site plan, floor plans and elevations), prepared by Klages Carter Vail and Partners, dated May 1, 1994 and dated as received by the City on August 5, 1994. However, the required parking shall be modified to include a minimum of eight (8) enclosed garage spaces, pursuant to Condition D.1 above. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX,** the final design of the affordable housing complex shall be submitted for review and approval by the Director of Community Development. The developer of the affordable housing complex shall be required to participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for the affordable housing units are submitted.
- d. The unenclosed guest parking spaces associated with the affordable housing complex shall be designed in such a manner as to blend with the single family residential appearance of the complex. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX,** the final design of the guest parking spaces shall be submitted for review and approval of the Director of Community Development.

Off-Site

2. In conjunction with Vesting Tentative Tract Map 50666, the developer shall provide a minimum of 2 dwelling units off-site as rental housing, which shall be affordable to very low to low income households. The off-site units shall be located in the City, either within the City's coastal zone or within three miles thereof, and shall not already be designated for or used by persons or families of very low to moderate income levels. The units shall contain at least 850ft² of habitable space and two bedrooms. The units shall be available for rent within 30 days after the issuance of the Department of Real Estate's "White Report" for Tract No. 50666 and prior to the sale of any residential lot within Tract No. 50666. The developer shall notify the City within 5 business days after the Department of Real Estate issues the "White Report". The units shall remain affordable to very low to low income households for a period of at least thirty years after initial occupancy at the affordable rate.

Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed).

C. ARCHAEOLOGY AND PALEONTOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project archaeologist shall submit a protocol to the City for monitoring and for the discovery of archaeological resources. A qualified archaeologist shall make frequent inspections during the rough grading operation to further evaluate cultural resources on the site. If archaeological resources are found, all work in the affected area shall be stopped and the resources shall be removed or preserved. All "finds" shall be reported to the Director of Community Development immediately. All archaeological finds shall be first offered to the City for preservation. At the completion of grading, the project archaeologist shall submit a report detailing finds, if any.
2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project paleontologist shall submit a protocol to the City for monitoring and for the discovery of paleontological resources. A qualified paleontologist shall be present during all rough grading operations to further evaluate pre-historic resources on the site. If paleontological resources are found, all work in the affected areas shall be temporarily suspended and the resources shall be removed and preserved. All "finds" shall be immediately reported to the Director of Environmental Resources. All paleontological finds shall be first offered to the City for preservation. At the completion of grading, the project paleontologist shall submit a report detailing findings, if any.

D. BIOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS, OR PRIOR THE RECORDATION OF THE FINAL MAP**, whichever occurs first, the developer shall submit a Habitat Conservation Plan (HCP) for review and comment by local wildlife and habitat preservation groups, and subject to approval by the Planning Commission.

(Resolution Nos. 2005-143: E1, 2016-08: N1)

2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project biological monitor shall submit a protocol to the City for the monitoring of biological resources in conformance with the Habitat Conservation Plan and Environmental Impact Report No. 36. A qualified biologist shall be present during all rough grading operations to verify and ensure compliance with mitigation measures contained in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, for preservation of biological resources, and conformance with the conditions and requirements of the Habitat Conservation Plan (HCP) as described in Condition D.1 above.
3. All construction activities (i.e. grading) will be minimized to the extent feasible within 300' of habitat occupied by the gnatcatcher and/or cactus wren during the breeding season.
4. Construction-related noise levels above 60 decibels A-weighted Leq hourly in or adjacent to suitable habitat for the gnatcatcher and/or cactus wren shall be avoided and minimized year-round to the maximum extent practicable, but particularly during the breeding season (February 15-August 15).
5. Gnatcatcher and cactus wren surveys will be conducted by a qualified biological monitor possessing a valid 10(a) permit (for the gnatcatcher) and will be subject to Service approval.
6. A minimum of two pre-construction surveys will be conducted in all suitable habitat within 300' of the project site. The first survey will be one week prior to construction activities and the last survey will occur no more than 3 days prior to beginning construction or grading for this project.
7. The Wildlife Agencies will be notified immediately of any gnatcatchers and/or cactus wrens detected during surveys. The Wildlife Agencies and the project proponent will coordinate on a strategy (e.g., noise monitoring plan, noise attenuation barriers, etc.) to avoid and minimize impacts to gnatcatchers and/or cactus wrens occurring within 300' of the project site.
8. A survey report will be provided to the Service upon completion of the final survey. The survey report will contain the date, time, and weather conditions, and all gnatcatcher, cactus wren and brown-headed cowbird (*Molothrus ater*) detections will be plotted on a suitably-scaled topographic map of the survey area.

9. The biological monitor will be present during construction activities. The biological monitor will have authority to halt localized construction activities if a gnatcatcher or cactus wren nest is discovered within or adjacent to the project area, and will contact the Wildlife Agencies immediately. If a nest is discovered, construction activities will be restricted within 300' of the nest until the nestlings fledge or unless other impact reduction measures, to the satisfaction of the Service, are implemented.
10. Dust resulting from construction in or adjacent to the project site shall be minimized using biologically sound techniques (e.g., earth watering).

E. BONDS

1. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit, or other City-approved security to guarantee substantial vegetative cover and maintenance of all finish graded lots which have not been sold for development.
2. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all common area improvements including: rough grading, landscaping, irrigation, public trails, drainage facilities, and other site feature as per approved plans.
3. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all golf course, clubhouse and related improvements, including: rough grading, landscaping, irrigation, public trails, habitat restoration, drainage facilities, and other site features as per approved plans.
4. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City approved security to cover costs for construction of a sanitary sewer system, in an amount to be determined by the Director of Public Works.
5. **PRIOR TO RECORDATION OF A FINAL MAP, COMMENCEMENT OF WORK ON THE WATER SYSTEM SERVING THE SITE**, or issuance of grading permits, the developer must submit a labor and materials bond in addition to either:
 - a. An agreement and faithful performance bond in the amount estimated by the Director of Public Works and guaranteeing the installation of the water system; or
 - b. An agreement and other evidence satisfactory to the Director of Public Works indicating that the developer has entered into a contract

with the servicing water utility to construct the water system, as required, and has deposited with such water utility a security guaranteeing payment for the installation of the water system.

6. A maintenance bond in an amount satisfactory to the City shall be provided to ensure that the drainage improvements shall be maintained to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.
7. **PRIOR TO RECORDATION OF THE FINAL MAP OR COMMENCEMENT OF WORK ON THE STREET SYSTEM FOR THE SITE, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to cover costs for the full improvements of all proposed on-site and off-site streets and related improvements, in an amount to be determined by the Director of Public Works. The bonding for said improvements may be posted in conjunction with the phasing plan as per Resolution No. 2005-62, Mitigation Measure B.1.
8. The developer shall be responsible for repairs to any public streets which may be damaged during development of the tract. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit or City-approved security, in an amount sufficient to cover the costs to repair any damage to streets and appurtenant structures as a result of this development.
9. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST**, the developer shall post a security, bond, or cash deposit acceptable to the City in an amount to be determined by the Director of Public Works to cover the project's fair share of the cost of signaling the intersection of Palos Verdes Drive South and Forestall Drive at Paseo Del Mar, and the intersection of Palos Verdes Drive South and La Rotonda Drive.
10. The developer shall be responsible for the construction of all public trails specified in Conditions K.4 through K.19 and shall provide a bond, or other money surety for the construction of such public trails in an amount to be determined by the Director of Public Works. Construction of said trails shall coincide with the rough grading activity within each workable phase and shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.
11. **PRIOR TO RECORDATION OF THE FINAL MAP**, a bond, cash deposit, or combination thereof, shall be posted to cover costs to establish survey monumentation, in an amount to be determined by the Director of Public Works.
12. The owners of the golf course parcels, and any successors in interest, shall

maintain to the City's reasonable satisfaction all public parks, trails and open space areas (Lots A, B, C, D, E, G, H, and J). **PRIOR TO RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667**, subject to review and approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract. In addition, a maintenance bond in an amount satisfactory to the City shall be provided to ensure that the owners of the golf course parcels, and any successors in interest, maintain said items to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.

13. **PRIOR TO RECORDATION OF THE FINAL MAP OR ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, a bond, cash deposit, or combination thereof, shall be posted to cover costs for any geologic hazard abatement and grading in an amount to be determined by the Director of Public Works

F. CLUBHOUSE

1. The golf clubhouse shall be located west of the terminus of Street "A" (Paseo Del Mar extension), in the area generally described as east of Forrestal Canyon, south of the single family Lot Nos. 6, 7, and 8 located on Street "B", and north of Half Way Point Park, as shown on "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. No portion of the golf course clubhouse shall be located in areas currently zoned Open Space Hazard (OH).

A minimum factor of safety of 1.5 shall be demonstrated for the clubhouse structure. If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, including but not limited to de-watering wells, or if the clubhouse location is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP**.

2. The size, height, design and placement of the clubhouse shall substantially conform to the plans reviewed by the City Council, which are entitled "Proposed Club House Expansion and Remodel", prepared by Envirotechno, dated June 11, 2003 and dated as received by the City on October 30, 2003. The maximum size of the Clubhouse shall be 41,281ft². Any increases to the size of the structure shall require approval of an amendment to this Conditional Use Permit by the City Council. Further, the Basement Space can only be utilized provided that the developer obtains all necessary approvals and permits from the Building Department and Fire Department.
3. The public rest rooms on the lower level of the clubhouse shall be increased in size to include a minimum of 4 water closets in the women's facility and 1 water closet and 2 urinals in the men's facility. The design, orientation and

signage of this facility shall clearly encourage use by the public visiting the adjacent park and access trails. The final design of the public rest rooms shall be subject to the review and approval of the Director of Community Development.

4. The height of the clubhouse shall not exceed 30' in height, as measured from the highest point of finished grade to the main ridgeline and 38' in height, as measured from the grade adjacent to the lowest foundation of the structure to the main ridge line. However, the stairway tower and two chimneys may exceed the 30' height limit, but shall not exceed a maximum height of 38', as measured from the highest point of finished grade to the top of the roof feature and 46', as measured from the grade adjacent to the lowest foundation of the structure to the top of the roof feature, in order to provide articulation and visual interest to the building.

G. COMPLETION PER APPROVED PLANS

1. The developer shall designate appropriate workable phases (portions of the development to include adjoining areas of grading, construction of the clubhouse and associated improvements, streets of access, finish grading phases, supporting off-site improvements and on-site drainage and utility improvements) that shall be subject to approval by the Director of Community Development and the Director of Public Works, **PRIOR TO THE ISSUANCE OF GRADING PERMIT.**
2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS,** a construction plan shall be submitted to the Director of Community Development for review and approval. Said plan shall include, but not be limited to a phasing plan, limits of grading, estimated length of time for rough grading and construction of improvements, location of construction trailers, construction signs and equipment storage areas and the location and type of temporary utilities.
3. Any workable phase not under construction which has been scarified through grading operations shall be irrigated and landscaped within 90 days of grading. Temporary irrigation lines may be approved by the Director of Community Development.
4. No building permits shall be issued prior to finish grading within the approved workable phase of the site in which each lot is located and until the Director of Community Development has determined that all drainage facilities and common area and off-site improvements in the workable phase of the site and necessary for development of the phase in the approved construction plan in which the lots or structures are located are completed, to the extent that the lots or structures are accessible and able to support development.
5. All lots within each approved workable phase of the tract shall be graded concurrently.
6. The developer shall participate in any Design Review Committee ("DRC") or

similar body processes in place at the City at the time development and construction plans for the clubhouse, golf course, and related facilities are submitted to the City.

7. **PRIOR TO THE ISSUANCE OF GRADING PERMITS AND/OR BUILDING PERMITS**, a program to control and prevent dust and windblown earth problems shall be submitted to the Director of Community Development for review and approval. Methods may include, but shall not be limited to, onsite watering and vegetative planting. As part of the control plan, if feasible, the water used to control fugitive dust shall not be taken from primary potable water sources. Instead, the developer shall explore other options such as using reclaimed "grey water" or other non-potable water to control dust on the site during construction, subject to the review and approval of the Director of Community Development and the Los Angeles County Health Department.
8. The hours of operation for grading and construction activities shall be limited from Monday to Friday, 7am to 6pm and Saturday, 9am to 5pm. No grading or construction activities shall be conducted on Sunday or legal holidays specified in Section 17.96.920 of the Rancho Palos Verdes Development Code. Trucks and other construction vehicles shall not park, queue and/or idle at the project site or in the adjoining public rights-of-way before 7:00 AM, Monday through Saturday, in accordance with the permitted hours of construction stated above.
9. Flagmen shall be used during all construction activities, as required by the Director of Public Works.
10. The use of a rock crusher on the site is prohibited.
11. Noncompliance with the above construction and/or grading restrictions shall be grounds for the City to stop work immediately on the property.

H. DESIGN OF THE GOLF COURSE AND DRIVING RANGE

1. The design and layout of the 18 hole golf course shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE GOLF COURSE**, the final design of the golf course shall be submitted for review by the Director of Community Development and subsequently submitted for review and approval by the City Council for compliance with the plan referenced in this condition. The final design of the golf course shall identify the layout of the golf course holes and other improvements, including drainage structures, utility easements, golf cart paths, public trails and beach access. Wherever possible, the final design of the golf course shall minimize any conflict between the use of the golf holes and the public trails.

2. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.1 above, shall require that an application for a revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.
3. **PRIOR TO RECORDATION OF THE FINAL MAP**, any additional acreage needed to increase the size or area for the golf course and related uses shall be obtained by reducing the acreage currently designated for residential purposes within Tract 50666, Tract 50667, or a combination thereof, provided a minimum of 30% of the area within each tract remains for Common Open Space. Any additional acreage needed to increase the area of the golf course shall not result in a reduction in the acreage of land to be dedicated or restricted for public open space uses as shown on the approved Ocean Trails Plan.
4. Any artificial water features (water hazards, fountains, artificial lakes, etc.) associated with the golf course are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF A GRADING PERMIT**. Such features shall be permitted, subject to the conditions that they be lined to prevent percolation of water into the soil and are charged with reclaimed and appropriately treated water when available from related uses after such features are initially established. The reclaimed water stored in any artificial water features shall be used to supplement the irrigation systems required to maintain the golf course. The operation of the water features and reclaimed water shall be subject to all applicable health code requirements. If there are any violations in this condition of approval, or if such features create a public nuisance at any time (visual appearance, odor, etc.). Approval of such features may be revoked through a public hearing before the Planning Commission, where mitigation including draining, filling, and re- landscaping may be imposed.
5. Any accessory structures associated with the golf course, including but not limited to a snack shop, convenience and comfort facilities, or similar structures, shall not exceed 16' in height unless a minor revision to the Conditional Use Permit and a Variance are granted by the Planning Commission.
6. The design and layout of the driving range shall substantially conform to the plans reviewed by the City Council, which are entitled "Ocean Trails Driving Range/Lot Layout Proposed amendment Tentative Tract No. 50666, dated February 2, 2005", prepared by ESCO Engineering Service Corporation. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE DRIVING RANGE**, the final design/grading permit of the golf course shall be submitted for review and approval by the Director of Community Development for compliance with the plan referenced in this condition. The final design/grading plan of the driving range shall identify the layout of the

driving range and other improvements, including drainage structures, utility easements, golf cart paths, and public trails. Wherever possible, the final design of the driving range shall minimize any conflict between the use of the golf holes and the public trails.

7. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.6 above, shall require that an application for a revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.
8. Subject to review and approval by the Community Development Department, the City Geologist and the City's Water Feature Consultant, per Revision "Z" to CUP No. 163, the Applicant shall be permitted to raise the height of Waterfall #1 and the Back Tees of Hole #2 according to the "As-Built Topography Plans", dated September 8, 2005 and November 4, 2005, which were prepared by ESCO Engineering Service Corporation. The shrubs planted adjacent to and immediately north of the Back Tees of Hole #2 shall be removed. No landscaping shall be planted in the immediate vicinity of the Back Tees of Hole #2 that exceeds the height of the tee elevation and all landscaping in the immediate vicinity shall be maintained at a height not to exceed the tee height.

I. DRIVING RANGE

1. Revision "EEE", as approved by the City Council on August 16, 2016, permits a temporary opening of the driving range to September 21, 2018.
2. The Applicant may open the driving range to the public for a temporary period through September 21, 2018. The Applicant shall operate the site under a public safety plan, approved by the Director of Community Development and the City Geologist. Such Plan shall clearly designate any hazardous areas that may be unsafe. The plan shall show how these areas are signed, fenced and/or secured from public access. The plan shall also show how participants of the Golf Course and the public visiting the site will be able to traverse the site without entering into these hazardous secured areas. During the temporary operation, all of the improvements needed in the plan shall be maintained to the satisfaction of the Director of Community Development and the City's Geologist. Community Development Staff, Public Works Staff and/or the City's Geologist will be visiting the site during the temporary operation to verify compliance with this condition and the Safety Plan. The Director of Community Development may revoke this temporary permit at any time if, in the opinion of the Director of Community Development, the City Geologist or the Director of Public Works, the temporary operation may have an adverse effect on the public health, safety and welfare.

3. Maintenance and/or other project related vehicles shall be prohibited from using the temporary dirt road that runs parallel and adjacent to Palos Verdes Drive South within VTTM No. 50666.
4. During the two-year extension of the temporary opening of the driving range, which was approved through Revision "EEE", every 6-months, the Applicant shall submit a written report on the status of the driving range and Vesting Tentative Tract Map No. 50666 to the attention of the City's Deputy Director of Community Development. Said status report shall include 1) a description of the Applicant's efforts and progress in obtaining the California Coastal Commission's approval of a Coastal Permit for the driving range and flag pole; 2) a list of all outstanding remaining items to be completed/constructed in order to secure permanent opening of the driving range along with an estimated schedule of completing such items; and 3) a list of all other outstanding items to complete within Vesting Tentative Tract Map No. 50666, including, but not limited to, the completion of all public amenities, dedication of open space, construction of infrastructure to support the subdivision, and submittal of the Final Map for tract 50666, along with an estimated schedule for completing such items. The first 6-month status report shall be submitted between March 14, 2017 and March 21, 2017, the second 6-month report shall be submitted between September 14, 2017 and September 21, 2017, the third 6-month report shall be submitted between March 14, 2018 and March 21, 2018, and the fourth 6-month report shall be submitted between September 14, 2018 and September 21, 2018. If during any time of the two-year period, the Applicant obtains final permanent opening of the driving range, then subsequent status reports will no longer be required. All status reports submitted by the Applicant will be made available to the City Council and the public by City Staff.

J. DRAINAGE

1. Drainage plans and necessary support documents to comply with the following requirements must be submitted for approval by the Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP, PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR COMMENCEMENT OF WORK ON THE DRAINAGE SYSTEM WITHIN EACH APPROVED PHASE OF THE PROJECT, WHICHEVER OCCURS FIRST:**
 - a. Provide drainage facilities in accordance with the Storm Water Pollution Prevention Plan to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.
 - b. Eliminate sheet overflow and ponding or elevate the floors of any structures, with all openings in the foundation walls to at least 12" above the finished pad grade.
 - c. Provide drainage facilities to protect the residential lots and golf course from high velocity scouring action.

- d. Provide for contributory drainage from adjoining properties.
- e. Redirect high flow runoff away from the natural drainage courses and retain low flows to maintain adequate soil moisture conditions.
- f. Provide drainage facilities to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.
- g. All on-site surface drainage shall be directed away from the bluff top to minimize erosion and to protect sensitive plant habitat on the bluff face.

2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR PRIOR TO RECORDATION OF A FINAL TRACT MAP, WHICHEVER OCCURS FIRST**, the developer shall submit a Storm Water Pollution Prevention Plan. The post- construction portion Storm Water Pollution Plan shall be reviewed and approved by the Planning Commission. The Storm Water Pollution Prevention Plan shall incorporate by detail or reference appropriate post-construction Best Management Practices (BMPs) to:

- a. Implement, to the maximum extent practicable, requirements established by appropriate governmental agencies under CEQA, Section 404 of the Clean Water Act, local ordinances and other legal authorities intended to minimize impacts from storm water runoff on the biological integrity of natural drainage systems and water bodies;
- b. Maximize to the maximum extent practicable, the percentage of permeable surfaces to allow more percolation of storm water into the ground;
- c. Minimize, to the maximum extent practicable, the amount of storm water directed to impermeable areas;
- d. Minimize, to the maximum extent practicable, parking lot pollution through the use of appropriate BMPs, such as retention, infiltration and good housekeeping;
- e. Establish reasonable limits on the clearing of vegetation from the project site including, but not limited to, regulation of the length of time during which soil may be exposed and, in certain sensitive cases, the prohibition of bare soil; and
- f. Provide for appropriate permanent controls to reduce storm water pollutant load produced by the development site to the maximum extent practicable.

3. Furthermore, the Storm Water Pollution Prevention Plan shall contain requirements to be adhered to during project construction. The pre-construction Storm Water Pollution Prevention Plan shall be reviewed and

approved by the Director of Public Works. These practices include:

- a. Include erosion and sediment control practices;
 - b. Address multiple construction activity related pollutants;
 - c. Focus on BMPs such as source minimization, education, good housekeeping, good waste management, and good site planning;
 - d. Target construction areas and activities with the potential to generate significant pollutant loads;
 - e. Require retention on the site, to the maximum extent practicable, of sediment, construction waste, and other pollutants from construction activity;
 - f. Require, to the maximum extent practicable, management of excavated soil on site to minimize the amount of sediment that escapes to streets, drainage facilities, or adjoining properties;
 - g. Require, to the maximum extent practicable, use of structural drainage controls to minimize the escape of sediment and other pollutants from the site.
 - h. Require, to the maximum extent practicable, containment of runoff from equipment and vehicle washing at construction sites, unless treated to remove sediments and pollutants.
4. In accordance with Section 1601 and 1602 of the California Fish and Game Code, the State Department of Fish and Game, 350 Golden Shore, Long Beach, California 90802, telephone (310) 435-7741, shall be notified a minimum of 2 weeks **PRIOR TO COMMENCEMENT OF WORK WITHIN THE NATURAL DRAINAGE COURSES CROSSING THE SITE.**
 5. The U.S. Army Corps of Engineers shall be contacted **PRIOR TO ALTERATION OF ANY DRAINAGE COURSES ON-SITE** to determine jurisdiction and permit requirements, if any, with respect to Section 404 of the Clean Water Act (as amended 1984).
 6. All storm drain facilities shall be designed **PRIOR TO RECORDATION OF THE FINAL MAP** and constructed where feasible so as to be accepted for maintenance by the Los Angeles County Public Works Department, Flood Control Division, subject to review and approval by the Director of Public Works. All facilities not in accepted by the County shall comply with Condition H.5.
 7. The owners of the golf course/driving range parcels, and any successors in interest, shall maintain to the City's reasonable satisfaction all drainage outlet structures that are not accepted for maintenance by the Los Angeles

County Public Works Department Flood Control Division, that carry storm water generated by, or passing through, the residential or golf course/driving range areas on the site to the ocean. **PRIOR TO RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667,** subject to review and approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract.

8. All drainage swales and any other on-grade drainage facilities, including gunite, shall be of earth tone color and shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS.**
9. **PRIOR TO ISSUANCE OF GRADING PERMITS,** the developer shall submit a hydrology study to the Director of Public Works to determine any adverse impacts to on-site and/or off-site existing flood control facilities generated by this project. Should the Director of Public Works determine that adverse impacts will result, the developer will be required to post a bond, cash deposit, or combination thereof in an amount to be determined by the Director of Public Works, which will cover the cost of all on-site improvements and the project's fair share of the necessary off-site improvements.
10. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the eastern portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50667, from a tunneled storm drain system to drain instead into La Rotonda canyon.

Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within ten (10) working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM

, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

11. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the western portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50666, from a tunneled storm drain system to drain instead into Forrestal Canyon.

Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within 10 working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM

, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

K. EASEMENTS

1. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication or other easements until after the Final Map is filed with the County Recorder, unless such easements are subordinated to the proposed grant or dedication. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder **PRIOR TO THE FILING OF THE FINAL MAP.**
2. All easements are subject to review by the Director of Public Works to determine the final locations and requirements.
3. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a public vehicular access easement, over the full width of the driveway that provides access to the clubhouse and the large (150 space) parking lot, from the terminus of Paseo Del Mar to the most westerly end of the driveway adjacent to Forrestal Canyon.

L. FENCING

1. A complete project fencing plan for each tract (including public trails, habitat areas, warning signage, and proposed fence and wall details) shall be reviewed and approved by the Director of Community Development and/or the Design Review Committee ("DRC") or similar body if established, **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP**, whichever occurs first. It shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. Said fencing plans shall incorporate the following:
 - a. A 42 inch high pipe rail fence or similar fencing of suitable design shall be placed along the length of the bluff top on the seaward side of the bluff top pedestrian trail, subject to the review and approval of the Director of Community Development. It shall be the responsibility of the developer to install this fencing and warning signage to coincide with the construction of the bluff top pedestrian and bicycle trail.
 - b. A protective fence around the California gnatcatcher habitat areas and around all wildlife corridors adjacent to residential development, or as otherwise required by the Director of Community Development shall be installed. Fencing of all enhancement areas shall also be required, subject to the review and approval of the Director of Community Development. Said fencing shall satisfy all requirements of the project biologist, incorporate a method to prevent domesticated animals from entering the habitat areas, include appropriate warning signage, and shall be black or dark green in color. Temporary fencing shall be installed around the existing wildlife corridors and habitat areas **PRIOR TO THE ISSUANCE OF GRADING PERMITS** and the permanent fencing shall be installed prior to the sale of any lot within adjacent workable phases.
 - c. Protective fencing along all trails and open space areas where there is a potential conflict between golf course uses and public access uses. In no

case shall permanent netting and netting support poles be installed for the driving range. However, temporary netting and support poles may be allowed for temporary professional tournaments provided a Special Use Permit is obtained as required through Mitigation Measure No. H-3 of Resolution No. 2005-62 for the Driving Range (Revision "W") Mitigated Negative Declaration. In association with such temporary poles and netting, permanent below grade support pole sleeves that would accommodate temporary netting support poles are allowed to be installed as part of the driving range construction. Such below grade sleeves shall be safely covered when not in use as determined by the Director of Community Development.

2. No gates or other devices shall be permitted which limit direct access to the site. No freestanding fences, walls, or hedges shall be allowed, unless part of the fencing plan reviewed and approved by the Director of Community Development as required by Condition No. L.1.
3. A complete project fencing plan for each tract included in this approval (including public trails, habitat areas, warning signage, and proposed fence and wall details) shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST**. With the exception of the decorative fence for all private residential lots as noted in sub-section c and d below, it shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. In regards to the decorative fence for all private residential lots as noted in sub-section c and d below, the developer shall install said fencing **PRIOR TO THE ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY** for each specific lot. Said fencing shall incorporate the following:

- a. Vesting Tentative Tract Map No. 50666

A decorative fence, minimum height 5' and maximum height 6', which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines) of all private residential lots. If not specifically addressed above, said fencing shall be required along all property lines directly abutting common open space lots. Said fencing shall meet the minimum standard design requirements of pool fencing. Fencing located between the residential lots and the driving range shall be a maximum 6' high decorative wire mesh link with links small enough to ensure that golf balls from the driving range will not penetrate said fence. Any change to these criteria must be approved by the Director of Community Development.

- 1) This approval is for the re-alignment of the bicycle and pedestrian trail along the western project boundary, as shown in the plans approved by the City Council on November 4, 1998, including a 42" high wood post and cable type fence to be

constructed along the western side of the pedestrian trail.

2) The development shall construct a 30" high slumpstone wall along the northwestern corner of the entrance from Palos Verdes Drive South onto Street "C". The exact location to be determined by the Director of Community Development.

3) **PRIOR TO APPROVAL OF THE LANDSCAPE PLAN FOR LOT "D"**, the developer shall coordinate with the City and representatives of the Community Association of Tract 16540 to ensure that the proposed landscape plans address the concerns of the Community Association, subject to review and approval by the Director of Community Development.

b. **Vesting Tentative Tract Map No. 50667**

Except for Lot Nos. 20 through 23, a decorative, minimum height 5', maximum height 6' fence which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines). Said fencing shall also be required along the western side property line of Lot Nos. 34 and 35. If not specifically addressed above, said fencing shall be required for all property lines directly abutting common open space lots or the golf course. Said fencing shall meet the minimum standard design requirements of pool fencing. Any change to these criteria must be approved by the Director of Community Development.

A decorative, uniform wall or fence shall be required along the rear property lines of Lot Nos. 20 through 23.

4. Chain link or other wire fencing is prohibited on any portion of any lot within the project, except as otherwise required by the project biologist for habitat protection or as required through Condition L-3.a).
5. Within the front and street side setback areas, fences, walls, or hedges up to a maximum of 24" in height shall be permitted.
6. Areas of the site that are not to be disturbed during grading or construction, or that are to be protected in accordance with the mitigation monitoring program established in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, shall be temporary fenced during construction, subject to the review and approval of the Director of Community Development.

M. FLAG POLE

1. The conditions found under Section V. of Conditional Use Permit No. 163 pertain to the approval of Revision BB to the project, as approved by the City Council on March 20, 2007, and amended on July 17, 2007 and

February 16, 2016, approves the erection of a 70' tall flagpole near the back tee of Golf Hole #1 for the purpose of flying the flag of the United States of America. No other flag, object or display shall be flown from such flagpole without the approval of the City Council. The Applicant shall be responsible for abiding by all laws related to the flag of the United States as found in United States Code, Title 4, Chapter 1.

2. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall dedicate 25ft² (5' x 5') of property around the existing flag pole base to the City. Upon recordation, the City will henceforth be the owner of said property and the amenities located thereon. The Applicant shall be responsible for paying all necessary fees for the preparation of Grant Deed documents, including the legal description of said property and review by the City Engineer and City Attorney.
3. Prior to 60 days after final action by the City Council on February 16, 2016 and prior to recordation of the Grant Deed that dedicates the 25ft² property beneath the flag pole to the City, the Applicant shall obtain a building permit and a final on said permit for the flag pole. The Applicant shall be responsible for paying all necessary after-the-fact penalty fees for such building permit.
4. The Applicant shall be responsible for raising and lowering the flag on a daily basis in compliance with all laws related to the United States Flag found in the United States Code, Title 4, Chapter 1. Additionally, the Applicant shall be responsible for maintaining, including the costs of such maintenance, the flag, rigging, flag pole, and any landscaping within the 25ft² dedication area.
5. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into a Reciprocal Easement Agreement that would allow the Trump Organization to access the flag pole site for maintenance activities while also providing an easement over golf course property to allow the City to access the flag pole site.
6. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into an Indemnification Agreement that indemnifies the City against any action associated with the Applicant's installation/construction of the amenities located on the 25ft² property, as well as the maintenance and all other activities related to the flag and flag pole.
7. No lighting to illuminate the flag pole shall be allowed.

N. GEOLOGY

1. **PRIOR TO RECORDATION OF THE FINAL MAP OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST, a**

final grading plan shall be approved by the Director of Public Works and City Geologist, by manual signature. This grading plan shall be based on a detailed engineering, geology and/or soils engineering report(s) and shall specifically be approved by the City Geologist and/or soils engineer and comply with all recommendations submitted by them. It shall also be consistent with the vesting tentative tract maps and conditions, as approved by the City.

2. All geologic hazards associated with this proposed development shall be eliminated or the City Geologist shall designate a Restricted Use Area on each Final Map, in which the erection of buildings or other structures shall be prohibited.
3. All grading shall be monitored by a licensed engineering geologist and/or soils engineer in accordance with applicable provisions of the Municipal Code and the recommendations of the Director of Public Works.
4. All grading activity on the site shall occur in accordance with all applicable City safety standards.
5. All graded slopes shall be properly planted and maintained. Within 90 days of being graded, all open space/slope areas and all areas that will remain undeveloped shall be hydroseeded and/or planted. Plants shall be selected that are drought tolerant, capable of developing deep root systems and shall generally consist of low ground cover to impede water flow on the surface. Watering for establishment of said plant material shall be done in cycles that will promote deep rooting. Watering shall be diminished or stopped just prior to and during the rainy season or upon establishment of the plant material, whichever occurs first. To provide greater slope protection against scour and erosion, all graded slopes shall be covered with a jute mat to provide protection while the ground cover is being established. If appropriate, the Director of Community Development may approve an alternative material or method to control erosion.
6. All of the recommendations of the project geologist, except as modified by the City Geologist, will be incorporated into the approved grading plan and design of any structure.
7. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an independent Geology and/or Soils Engineer's report on the expansive properties of soils on all building sites shall be submitted to and approved by the City Geologist in conformance with accepted City practice. Such soils are defined by Building Code Section 2904(b).
8. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-graded soils and geologic report(s), complete with geologic map shall be submitted for review and approval by the City Geologist in conformance with accepted City practice.
9. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-built geological

report(s) for structures founded on bed rock and an as-built soils and compaction report for structures founded on fill and all engineered fill areas shall be submitted for review and approval by the City Geologist in conformance with accepted City practice.

O. GRADING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS AND/OR RECORDATION OF THE FINAL MAP**, whichever occurs first, written approval must be obtained from the owners of adjacent properties within the City where offsite grading for trails is proposed or may result.
2. A note shall be placed on the approved grading plan that requires the Director of Community Development's approval of rough grading prior to final clearance. The Director (or a designated staff member) shall inspect the graded sites for accuracy of pad elevations, created slope gradients, and pad size. The developer or its designee shall provide certification for all grading related matters.
3. All of the recommendations made by the Director of Public Works and City Geologist during their on-going review of the project shall be incorporated into the approved grading plans.
4. Foundations and floor slabs cast on expansive soils shall be designed in accordance with Los Angeles County Code Section 2907-i.
5. All grading shall conform to Chapter 29, "Excavations, Foundations, and Retaining Walls, and Chapter 70, "Excavation and Grading" of the Uniform Building Code.
6. Unless otherwise provided in these conditions of approval or permitted by the Director of Community Development, the project shall comply with all appropriate provisions of the City's grading ordinance (Chapter 17.76.040 (formally 17.50)).
7. All grading shall be balanced on-site. However, should earth, rock or other material be required to be hauled from the project site, a revision to the grading permit, pursuant to requirements of the Development Code, shall be obtained.
8. No construction of permanent structures shall be allowed closer than 25' landward of the Coastal Setback Zone (except for structures associated with public amenities or unless allowed by another project condition of approval). Grading within the Coastal Setback Zone shall be limited to that required for construction of approved trails, parks, vista points, driving range, and golf course holes, as indicated on the approved site plans.
9. Where feasible, and subject to the review and approval of the Director of Community Development all graded slopes shall be "landform" graded so as to closely reflect naturally occurring topographic contours. Slope gradients shall

be natural and no abrupt changes between natural and graded slopes shall be permitted.

10. All proposed retaining walls to be constructed shall be subject to review by the Director of Community Development with subsequent review by the Planning Commission, if required, for review and approval pursuant to Chapter 17.76.040 (formally 17.50) of the Rancho Palos Verdes Development Code.
11. No created slopes within the tract shall exceed 2:1, unless approved by the Director of Community Development.
12. All retaining walls are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF GRADING PERMITS**. Unless otherwise provided, retaining walls shall conform to the criteria established in Section 17.50 of the Rancho Palos Verdes Development Code.

P. LANDSCAPING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall submit a preliminary landscape plan to the Director of Community Development for review and approval of the clubhouse, golf course and appurtenant structures, driving range, parking lots, and all open space areas within the boundaries of the parcel maps and/or tract maps, roadway medians and public trails which shall include the following:
 - a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.
 - b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.
 - c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.
 - d. The re-seeding and re-establishment of natural plant species for all of the disturbed common open space areas. Said plan shall include site specific and non-invasive species, and shall be reviewed and commented on by the project biologist and interested parties, and shall be subject to the approval of the Director of Community Development.
 - e. Landscaping and irrigation plans for all rough graded surfaces which have been scarified through grading operations.
 - f. The landscaped entries and buffer zones shall meet the standards

for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.

2. **PRIOR TO RECORDATION OF THE FINAL MAP OR INSTALLATION OF THE PERMANENT LANDSCAPING, WHICHEVER COMES FIRST,**

the developer shall submit a final landscape and irrigation plan to the Director of Community Development for review and approval of the clubhouse, golf course, appurtenant structures, driving range, parking lots, all common open space areas within the boundaries of the Vesting Tentative Tracts, roadway medians and public trails. The final landscape and irrigation plan shall conform to the California State Model Water Efficient Landscape Ordinance (per State Assembly Bill 325) and shall include the following:

- a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.
 - b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.
 - c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.
 - d. The landscaped entries and buffer zones shall meet the standards for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.
 - e. Irrigation systems shall utilize drip and bubbler systems wherever possible. Controlled spray systems may be used where drip or bubbler systems are not appropriate. All sprinkler heads shall be adjusted to avoid over-spray.
 - f. All high water use areas shall be irrigated separately from drought tolerant areas.
 - g. Irrigation systems shall be on automatic timers and shall be adjusted for seasonal water needs.
 - h. Where practical, transitional landscaping on graded slopes shall screen the project's night lighting as seen from surrounding areas.
3. With the exception of irrigation lines that have been reviewed and approved by the City Geologist for installation and operation, **PRIOR TO INSTALLATION OF ANY ADDITIONAL IRRIGATION LINES ON ANY PORTION OF THE PROPERTY**, the City Council shall have approved the Ocean Trails Water Control Plan to ensure that the installation and operation of said irrigation lines will not contribute water to any known

landslide area, cause any significant erosion or other potentially hazardous conditions.

4. All proposed irrigation within the project, which includes, but is not limited to, all irrigation for the golf course, driving range, parks, open space lots and private residential lots, shall be subject to the standards of the Ocean Trails Water Control Plan as reviewed and approved by the City Council, and other than the golf course and driving range, shall be consistent with City of Rancho Palos Verdes Municipal Code Section No. 15.34, "Water Conservation in Landscaping". With the exception of private residential lots which have been sold to an individual purchaser, the developer or any subsequent owner of the golf course parcels (hereinafter "developer") shall be responsible for submitting an audit report every 60 days for review and approval by the Director of Community Development, which details the project's compliance with the Ocean Trails Water Control Plan and consistency, where applicable, with Municipal Code Section No.15.34. If it is determined by the Director of Community Development, that any irrigation is not in compliance with either the Ocean Trails Water Control Plan or Municipal Code Section 15.34, or is causing any impacts to the project site, the developer shall be required to halt all irrigation in the subject area until any such problem has been remedied to the satisfaction of the Director of Community Development.
5. **PRIOR TO THE INSTALLATION OF LANDSCAPING ON THE GOLF COURSE**, the developer shall submit a green waste management and recycling program for review and approval by the Directors of Planning, Building and Code Enforcement and Public Works.
6. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, all golf course signage, including trail signage, shall be subject to a sign permit and subsequent review and approval by the Director of Community Development, as part of the landscape plan required in Condition P.1.
7. With the exception to ficus trees planted on developed single-family residential properties through the approval of a landscape plan, all other ficus trees being temporarily stored on the property shall be removed from the property **PRIOR TO JULY 22, 2008**.

Q. LIGHTING

1. Exterior lighting for the clubhouse, maintenance facility and affordable housing complex shall be limited to the Standards of Section 17.56 (formally 17.54.030) of the Development Code.
2. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY OF THE STRUCTURES REFERENCED IN CONDITION NO. Q.1**, a lighting plan shall be submitted to the Director of Community Development for review and approval and there shall be no direct off-site illumination from any light source.
3. Parking and security lighting shall be kept to minimum safety standards and

shall conform to all applicable City requirements. Fixtures shall be shielded to prevent lighting from illuminating on or towards other properties; there shall be no spill-over onto residential properties. A trial period of 6 months from issuance of certificate of occupancy for assessment of exterior lighting impacts shall be instituted. At the end of the 6 month period, the City may require additional screening or reduction in intensity of any light which has been determined to be excessively bright.

4. No golf course or driving range lighting shall be allowed.

R. MAINTENANCE FACILITY

1. The golf course maintenance facility shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar and the affordable housing complex, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the maintenance structure. Additionally, no portion of the golf course maintenance structure shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the golf course maintenance facility is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST.**
2. The size, height, design and placement of the golf course maintenance facility shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails at Palos Verdes" prepared by HRMA Inc., dated as received by the City on July 13, 1998. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE FACILITY**, the final design of the maintenance facility shall be submitted for review and approval by the Director of Community Development for conformance with the plans approved by the Planning Commission on July 14, 1998. The Maintenance Facility, including the 75-space overflow parking lot and 25-space employee parking lot shall be completed and a final certificate of use and occupancy shall be obtained **PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE.**
3. The maximum ridge height of the maintenance facility shall not exceed a height of 24' over the equipment storage area and 26' over the repair shops and offices. Ridge height certification is required at building framing inspection.
4. The golf course maintenance facility shall be enclosed by a maximum 6' high, decorative block wall. The final location of the wall shall be subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FACILITY.**

S. MECHANICAL EQUIPMENT

1. No roof mounted mechanical equipment, vents, or ducts, shall be permitted. All other mechanical equipment shall be screened and/or covered as necessary to reduce their visibility from public rights-of-way or adjacent properties. Any necessary screening and covering shall be architecturally harmonious with the materials and colors of the buildings. Use of satellite dish antennae shall be subject to the conditions and requirements of Sections 17.41.140 through 17.41.210 of the Rancho Palos Verdes Development Code.
2. Mechanical equipment shall be housed in enclosures designed to attenuate noise to a level of 45 dBA at the property lines. Mechanical equipment for food service shall incorporate filtration systems to eliminate exhaust odors.

T. MITIGATION MONITORING PROGRAM

1. The development shall comply with all mitigation measures of Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations and the related Mitigation Monitoring Program. Where more restrictive language appears in these conditions of approval, the more restrictive language shall control.
2. All costs associated with implementation of the Mitigation Monitoring Program shall be the responsibility of the developer, and/or any successors in interest.

U. OPERATION OF THE GOLF COURSE AND DRIVING RANGE

1. Approval of this Conditional Use Permit is contingent upon the concurrent and continuous operation of the primary components of the project, which are the golf course, driving range and clubhouse. If either use is discontinued, this Conditional Use Permit will be null and void. If the landowner or the landowner's successor in interest seeks to change the uses which have been designated, the landowner must file an application for a major modification of the Conditional Use Permit with the City. At that time, the Planning Commission may impose such conditions as it deems necessary upon the proposed use and may consider all issues relevant to the proposed change of use, including, but not limited to, whether the entire Conditional Use Permit should be revoked.
2. The hours of operation of the clubhouse may be limited by the City Council based on the determination that excessive sound is audible from surrounding residential properties.
3. Deliveries utilizing vehicles over 40' in length shall be limited to the hours of 5:00 a.m. to 9:00 p.m. Monday through Friday, and 7:00 a.m. to 9:00 p.m. on Saturday and Sunday. Other vehicles shall be allowed to make deliveries 24 hours a day.
4. **PRIOR TO THE OPENING OF THE GOLF COURSE AND/OR DRIVING**

RANGE, the use of gardening equipment shall be controlled by a Golf Course Maintenance Plan which is subject to review and approval by the Director of Community Development, based on an analysis of equipment noise levels and potential impacts to neighboring residents. The Plan shall be submitted for formal review by the Director of Community Development within 3 months after the first day that the golf course and/or driving range opens for play and annually thereafter for the life of the golf course and/or driving range. At the 3-month review and at each subsequent annual review, the Director may determine that the Plan needs to be revised to address potential noise impacts. The Director may also determine that additional review periods and/or other conditions shall be applied to the Maintenance Plan.

Further, if the City receives any justified noise complaints that are caused by the maintenance of the golf course and/or driving range, as verified by the Director of Community Development, upon receipt of notice from the City, the owner(s) of the golf course shall respond to said verified complaint by notifying the City and implementing corrective measures within 24 hours from time of said notice.

The Director's decision on any matter concerning the golf course/driving range maintenance may be appealed to the City Council. This condition shall apply to all golf course owners, present and future. Any violations of this condition may result in revocation of this Conditional Use Permit and subsequent cease of golf course/driving range play.

5. No on-site repair or delivery of equipment and/or materials shall be permitted before 7:00 a.m. or after 4:00 p.m., except for repair of golf course equipment within enclosed structure.
6. The operator of the golf facilities shall participate in the City's recycling program.
7. The City hereby reserves the right to increase the golf tax established by Ordinance No. 291 on the golf course use to which the developer and any successors in interest to the developer and any owner(s) and/or operator(s) of the golf course shall not object. Written notice of this condition shall be provided to any purchaser(s) prior to the close of escrow and/or operator(s) of the golf course prior to the execution of any lease or contract agreement to operate the golf course.
8. Any future heliport shall be subject to a new and separate Conditional Use Permit. No heliport is permitted with this approval.
9. The golf course and driving range shall be used during daylight hours (dawn to dusk) only. There shall be no lighting of the driving range or golf course.
10. If it is determined by the Director of Community Development, that use of the driving range is causing significant hazardous impacts to public safety resulting from stray golf balls causing injury to persons or property, upon notice by the Director, the owner shall change the type of golf ball being

utilized for the driving range from a "regulation" golf ball to a "low-impact" golf ball. If the use of "low-impact" golf balls does not prove successful in resolving the hazardous impacts, according to the Director of Community Development, then the Applicant shall meet the requirements of Mitigation Measure H-4.

11. Through a public hearing, the City Council shall conduct a review of the driving range and its operations in one year after a Certificate of Use and Occupancy has been issued for the driving range.
12. The driving range and all practice putting greens shall be available for use by the general public at all times that the golf course is open to the general public, provided that users of the driving range and practice putting greens are dressed in the same attire that is required to play a round of golf on the golf course. Such attire shall be as follows:
 - a. Men must have collared shirt (Turtle Neck and Mock Turtle Neck acceptable), shorts permissible but need to be Bermuda length; shorts and or trousers may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.
 - b. Women's shirts and blouses must conform to the following; sleeveless tops must have a collar, sleeved tops need not have a collar. Shorts, Skirts and Skorts are permitted but need to be Bermuda length; Shorts, Skirts, Skorts and or Pants may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.
13. Further, the Applicant shall be permitted to manage the use of the driving range and putting greens so that those users who have paid greens fees to play on the golf course will have priority over those who have not paid greens fees. If space is available, those that have not paid greens fees shall be limited to a maximum of two hours of practice on the putting green per day.

V. PARK AND OPEN SPACE DEDICATION AND MAINTENANCE

1. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall pay to the City of Rancho Palos Verdes, dedicate land, or a combination thereof to satisfy requirements of the Quimby Act. The land value used to calculate the fee shall be determined through a MAI appraisal prepared and provided to the City within 60 days of City approval of the project.
2. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map Lots A, E, F, G, H, I and K, as public open space. Lot A (West Vista Park) shall be a minimum of 1.5 acres in size. Lot E (West Bluff

Preserve) shall be a minimum of 7 acres in size. Lot F (Halfway Point Preserve) shall be a minimum of 3.3 acres in size. Lot G (Coastal Bluff Dedication) shall be a minimum of 24.4 acres in size. Lot H (Halfway Point Park) shall be a minimum of 5.1 acres in size. Lot I (Bluff Top Wildlife Corridor) shall be a minimum of 1.0 acre in size. Lot K (Bluff Top Public Access Corridor) shall be a minimum of 8.9 acres in size.

3. **PRIOR TO RECORDATION OF THE FINAL MAP**, the boundary line between Lot A (West Vista Park) and Lot No. 12 shall be modified such that the boundary line is located at the toe of the slope adjacent to the north and east side of the building pad of Lot No. 12.
4. **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF ANY FINAL MAP**, whichever occurs first, the landowner shall record a restrictive covenant in favor of the City in a form and on terms acceptable to the City, requiring all land within the golf course and driving range, including any permanent structures, for golf course, driving range and related recreational uses to be open to the public. Furthermore, the deed restriction shall specify that conversion of any portion of the approved facilities to a private or member-only use or the implementation of any program to allow extended or exclusive use or occupancy of the facilities by an individual or limited group or segment of the public is specifically precluded by this permit and would require an amendment to this permit or a new permit in order to be effective.

W. PARKING

1. **PRIOR TO THE ISSUANCE OF ANY GRADING PERMIT** for the golf course or driving range, the developer shall submit a final parking plan reflecting the parking design for the approved project, including calculations for the number of parking spaces required for the golf course, driving range, clubhouse and ancillary uses, and any on-site dining facilities. The parking plan shall be subject to review and approval by the Director of Community Development. Requests for extensions may be granted by the Director of Community Development for up to one hundred eighty (180) days.
2. As part of the final parking plan required in Condition W.1., a minimum of 150 parking spaces and 14 valet parking spaces shall be constructed in a lot on the west side of the clubhouse, as designated in the parking plan, for golf course, driving range, clubhouse and public use. A minimum of 45 parking spaces shall be constructed in a lot on the east side of the clubhouse, as designated in the parking plan, for public use only during daylight hours and clubhouse use after dusk. A minimum of 118 overflow parking spaces, 17 valet overflow parking spaces, and a minimum of 25 employee parking spaces shall be constructed in a lot adjacent to the golf course maintenance facility, as designated in the parking plan, for golf course, driving range, clubhouse and public use.
3. All parking areas shall be designed to mitigate or eliminate non-aesthetic noise and views which may impact surrounding single family and multi-

family residences, subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF THE GRADING PERMIT.**

X. PERMIT EXPIRATION AND COMPLETION DEADLINE

1. Pursuant to Development Code Section 17.86.070, this permit shall expire within 24 months from the date that the Coastal Permit associated with this Conditional Use Permit is approved by the last responsible agency, unless a grading permits for the golf course, and building permits for the clubhouse structure and the lots within each Vesting Tentative Tract Map have been applied for and are being diligently pursued. Extensions of up to 1 year each may be granted by the City Council, if requested in writing prior to expiration.
2. If finished grading and construction of the streets and utilities have not been completed and accepted within 2 years from the date of recordation of each Final Map, Conditional Use Permit No. 162 shall expire and be of no further effect, unless, prior to expiration, a written request for extension pursuant to Section 17.56.080 of the City's Development Code is filed with the Community Development Department and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved **PRIOR TO FURTHER DEVELOPMENT OF THE TRACTS.**
3. If rough grading for the golf course and construction to the point of foundation inspection for the clubhouse structure has not been completed within 24 months from the date of building permit issuance, the Conditional Use Permit shall expire and be of no further effect, unless, prior to expiration, a written request for extension is filed with the Director of Community Development and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved prior to further development.

Y. PUBLIC AMENITIES PLAN

1. **PRIOR TO THE RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for construction of bike lanes on Palos Verdes Drive South, and pedestrian and bicycle trails within the boundaries of the project site for review and approval by the Director of Community Development, Public Works, and Recreation and Parks, as well as the City's Recreation and Parks Committee.
2. **Palos Verdes Drive South On-Street Bicycle Lanes**: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class II bicycle lane on both the north and south sides of Palos Verdes Drive South, along the entire length of the tract frontage on Palos Verdes Drive South. The bicycle lanes shall connect with the bicycle lane required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.1).
3. **Palos Verdes Drive South Off-Road Bicycle Path**: As part of the roadway

improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class I off-road bicycle path on the south side of Palos Verdes Drive South, along the entire length of the tract frontage. This path shall have a minimum tread width of 8' and an easy to intermediate level of difficulty. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This bicycle path shall connect with the bicycle path required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.2).

4. Palos Verdes Drive South Pedestrian Trail: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a pedestrian trail on the south side of Palos Verdes Drive South, between the roadway and the bicycle path described above in Condition Y.3, along the entire length of the tract frontage on Palos Verdes Drive South. This trail shall have a minimum tread width of 4' and an easy to intermediate level of difficulty. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This pedestrian trail shall connect with the pedestrian trail required along the Palos Verdes Drive South frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.3).
5. West End Bicycle Path: The developer shall construct to Conceptual Trails Plan standards an off- road bicycle path with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning at the northwest corner of the tract at Palos Verdes Drive South, running south along the short leg of Street "E", turning east along the southerly side of Street "E", and then southerly through Common Open Space Lot D to the southwest corner of the driving range and then running east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. The portion of the path between the northwest corner and the southwest corner of the driving range shall be combined with the pedestrian trail required in Condition Y.6. The final alignment of that portion of the bicycle path located adjacent to the Portuguese Bend Club shall be at least 32' away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project. A barrier to prevent the use of the path by motorized vehicles shall be erected at its intersection with Street "E". This path shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose. The portion of this path located between the northeast corner of the West Bluff Preserve and the parking lot east of the clubhouse may be combined with the golf cart path. This path shall connect with the bicycle path required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.4).
6. West End Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4' on the west side of the short leg of Street "E" between Palos Verdes Drive South and the

northwest corner of the driving range. The trail shall then go south along side of the bicycle trail identified in Condition Y.5. The pedestrian trail and bicycle path shall have a combined tread of 8' from the bottom of the stairs at the northwest corner of the driving range to the southwest corner of the driving range. The portion of the pedestrian trail described above shall have an easy to challenging level of difficulty. From the southwest corner of the driving range, one segment of the pedestrian trail shall continue to the Portuguese Bend Overlook and the other segment shall run east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. That portion of the trail between the parking lot east of the clubhouse and the Portuguese Bend Overlook shall be handicapped accessible with a minimum tread width of 5'. The Director of Public Works may allow a steeper trail on the handicapped accessible portion, if required by natural grade conditions, but may further condition the final design of the trail to maximize public safety. A handicapped accessible, covered rest stop shall be provided at the Portuguese Bend Overlook. The covered rest stop shall not be required to be constructed if the Coastal Commission and/or its staff concurs that the structure may be deleted. This trail shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose, as required in Condition Y.5. This trail shall connect with the pedestrian trails required in Condition Nos. Y.7 and Y.13. The final alignment of that portion of the pedestrian trail located adjacent to the Portuguese Bend Club shall be at least 32' away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project (Cross reference California Coastal Commission Special Condition 3.A.5).

7. Forrestal Canyon Fire Access and Pedestrian Trail and Bicycle Path: The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a 15' wide fire access easement, with pedestrian and bicycle access, within Common Open Space Lots B and C, extending from the end of Street "E", parallel to the western side of Forrestal Canyon, and terminating at the off-road bicycle path and pedestrian trails required in Condition Nos. Y.7 and Y.8. Within this easement, the developer shall construct to Los Angeles County Fire Department standards, an all-weather fire access road. A break-away barrier, approved by the Fire Department, to prevent the use of the trail by unauthorized motor vehicles, but which allows pedestrian and bicycle traffic to pass through, shall be installed at the entrance to the access easement at the end of Street "E". This trail shall connect with the pedestrian trail required in Condition No. Y.6 (Cross reference California Coastal Commission, Special Condition 3.A.10).
8. Paseo Del Mar Off-Road Bicycle Path: The developer shall construct to Conceptual Trails Plan standards a Class I off-road bicycle path with a minimum tread width of 8' and an intermediate level of difficulty beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side of Paseo Del Mar and "A" Street (Paseo Del Mar extension) within Golf Course Lot No. 38 to the parking lot on the east side of the clubhouse. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This path shall connect with

the bicycle paths described in Condition Y.3 and Y.15. (Cross reference California Coastal Commission, Special Condition 3.A.8)

9. **Paseo Del Mar Pedestrian Trail:** As part of the roadway improvements required by Condition BB-1, the developer shall construct to Conceptual Trails Plan standards, a 4' wide pedestrian trail with an intermediate level of difficulty, beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side on Paseo Del Mar and "A" Street (Paseo Del Mar extension) to the small (45 space) public parking lot east of the clubhouse. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This trail shall connect with the trails described in Condition Y.4, Y.6 and Y.15 (Cross reference California Coastal Commission, Special Condition 3.A.9).
10. **West Bluff Preserve Bluff Top Pedestrian Trail:** The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2' and an easy to intermediate level of difficulty beginning at the terminus of the pedestrian trail required in Condition Y.6 (at the Portuguese Overlook), through West Bluff Preserve (Lot E) along the upper bluff top to the eastern boundary of Lot E and connecting with the pedestrian trail required in Condition Y.11 (Cross Reference California Coastal Commission, Special Condition 3.A.15).
11. **West Bluff Preserve Lateral Access Pedestrian Trail:** The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a maximum tread width of 2' and an easy to intermediate level of difficulty beginning from the pedestrian trail required in Condition Y.6, within Golf Course Lot 38 and, parallel to the eastern boundary of West Bluff Preserve (Lot E), to the bluff top and connecting to the pedestrian trail required in Condition Y.10. This trail may be combined with the golf cart path (Cross reference California Coastal Commission, Special Condition No. 3.A.14).
12. **La Rotonda Parking Lot Combined Bicycle Path and Pedestrian Trail:** The developer shall construct to Conceptual Trails Plan standards a combined bicycle path and pedestrian trail with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning at the west end of the La Rotonda Parking Lot, south through School District property and Golf Course Lot No. 38 to the Bluff Top Activity Corridor. This combined path/trail shall connect with the combined off-road bicycle path and pedestrian trail required in Condition Y.15.
13. **Halfway Point Park Pedestrian Loop Trail:** The developer shall construct to Conceptual Trails Plan standards a combined pedestrian and handicapped accessible trail with a minimum tread width of 5' and an easy level of difficulty beginning at the small (45 space) parking lot east of the clubhouse, then running around the entire boundary of Half Way Point Park (Lot H) to the large (150 space) parking lot on the west side of the clubhouse. The Director of Community Development may allow a steeper trail in some areas if required by natural grade conditions. This trail shall connect with the pedestrian trails required in Conditions Nos. Y.14 and

Y.15, and the combined pedestrian and handicapped accessible trail required in Condition Y.6. (Cross Reference California Coastal Commission, Special Condition 3.A.16)

14. Sewer Easement Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4' and an easy to intermediate level of difficulty beginning at the eastern boundary of Half Way Point Park (Lot H), east along the upper edge of "Slide Scarp C" (north of Golf Hole No. 18) to the bluff edge generally in the center of Golf Course Lot No. 38. The upper portion of the trail (north of Golf Course Hole No. 18) may be used by golf carts and maintenance vehicles, and the tread width may be increased accordingly. This trail shall connect to the pedestrian trails required in Conditions Y.13 and Y.15 (Cross reference portions of California Coastal Commission, Special Condition 3.A.13).
15. Bluff Top Activity Corridor Combined Bicycle Path and Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards an off-road bicycle path and pedestrian trail with a minimum tread width of 8' and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), running parallel to the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This combined path/trail shall connect to the combined off-road bicycle path and pedestrian trails on the west side of La Rotonda Canyon required in Condition No. Y.12. (Cross California Coastal Commission, Special Condition 3.A.12)
16. Bluff Top Activity Corridor Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2' and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), along the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This trail shall connect to the pedestrian and handicapped trail required in Condition No. Y.13 and the bluff top pedestrian trail located in Vesting Tentative Tract No. 50667 via a bridge across La Rotonda Canyon, constructed by the developer and dedicated for that purpose (Cross Reference California Coastal Commission, Special Condition 3.A.11).
17. Halfway Point Park Beach Access Pedestrian Trail: The developer shall construct to Conceptual Trails Plan Standards a soft-footed pedestrian trail with a minimum tread width of 4' and an easy to challenging level of difficulty beginning at the terminus of the trail required in Condition Y.13 on the eastern boundary of Half Way Point Park (Lot H) and proceeding down the bluff face through the upper portion of Half Way Point Preserve (Lot F) and through the Bluff Dedication Area (Lot G) and terminating at the shoreline. This trail shall connect with the trail required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.7)

18. The developer shall be responsible for the construction of all public trails specified in Conditions Y.2 through Y.17. Construction of said trails shall coincide with the rough grading activity within each workable phase and shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.
19. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map a lateral public access easement for passive recreational use from the 25' contour line seaward to the tract boundary.
20. Where pedestrian trails or bicycle path are located within a common open space lot which is not required to be dedicated to the City of Rancho Palos Verdes or a golf course lot, the developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map an easement for public trail purposes. Bicycle path easements shall have a minimum width of 12' and pedestrian trail easements shall have a minimum width of 6'. Where pedestrian trails and bicycle paths are parallel to each other, the required easements may be combined into a single easement as follows: 1) the minimum separation between the adjacent tread widths shall be 3'; 2) the combined easement shall be a minimum of 18' where there is a 4' wide pedestrian tread width and a minimum of 19' where there is a 5' foot pedestrian tread width (bicycle tread width is 8' in all cases).
21. Where pedestrian trails and/or bicycle paths are combined with golf cart paths, safety measures in addition to signage shall be explored in order to minimize conflicts between pedestrian/bicyclist and golf carts. Measures that may be required by the Director of Public Works may include, but are not limited to the addition of lane striping. If safety problems arise once the pedestrian trails, bicycle paths and golf cart paths are operational, the Planning Commission may impose additional requirements, including requiring that the pedestrian trails and/or bicycle paths not be combined with golf cart paths.
22. **PRIOR TO ISSUANCE OF ANY GRADING PERMIT, OR PRIOR TO RECORDATION OF ANY FINAL MAP, WHICHEVER OCCURS FIRST,** the developer shall submit a detailed Public Amenities Plan, including signage, specific design standards and placement for all trails, vista points and parking facilities, and other amenities consistent with the Conceptual Trails Plan, subject to the review of the Recreation and Parks Committee, the Directors of Planning, Building and Code Enforcement, Public Works and Parks and Recreation, and approval by the City Council. The Public Amenities Plan shall be in substantial conformance with the program submitted by the developers and described in the "Ocean Trails Conceptual Public Amenities and Coastal Access Program, Rancho Palos Verdes Subregion 7", dated July 1994.
23. The developer shall be responsible for implementation and construction of all amenities detailed in the Public Amenities Plan as required per Condition Y.22 above. Construction of the public amenities shall coincide with the

project grading activity and shall be completed upon certification of rough grading.

24. The existing remnant from the World War II facilities located at Halfway Point Park shall be preserved as part of the Public Amenities Plan. A plaque commemorating the facility and describing its use shall be placed at the location.
25. Dedication of the public trails and open space lots shall occur at the time any Final Map is recorded.
26. Construction of the public trails and improvements required in the Public Amenities Plan shall be the obligation of the developer. Construction shall coincide with the project grading activity for each approved workable phase within each tract and shall be completed upon certification of rough grading and/or acceptance of street improvements within each tract. Dedication of the public trails shall occur at the time any Final Map is recorded.

Z. RESIDENTIAL LOTS

NUMBER OF RESIDENTIAL UNITS

1. In addition to the four on-site affordable housing units required in Condition B.1, no more than 23 single family residential units shall be permitted in Tract No. 50666 and no more than thirty six 36 single family residential units shall be permitted in Tract 50667.
2. **PRIOR TO THE ISSUANCE OF ANY BUILDING OR GRADING PERMITS** for the construction of any single-family residence within Tract No. 50667 or opening of the 18-hole golf course, whichever occurs first, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50667 which are to be accepted by the City.
3. **PRIOR TO THE FINAL MAP OF TRACT NO. 50666**, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50666 which are to be accepted by the City.

PROJECT DESIGN

4. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, a final project site plan shall be submitted to the Director of Community Development for review and approval, identifying the location of all lots, streets and other lot improvements including drainage structures and features, building pad areas and elevations,

and utility easements, as depicted on Vesting Tentative Tract Map Nos. 50666 dated as revised on July 31, 1996, "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666", dated February 2, 2005 and Vesting Tentative Tract Map No. 50667, dated as revised on June 19, 1996.

5. All single family residential development shall conform to the specific standards contained in this permit or, if not addressed herein, the RS-1 (RPO) development standards of the Development Code shall apply.
6. Any significant changes in the development characteristics of the Residential Planned Development, including but not limited to the number of dwelling units, street and lot configuration or modifications to the finished contours, shall require that an application for a major revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification and any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the Residential Planned Development, the Director of Community Development shall report to the City Council a determination of significance.
7. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and/or construction plans for each individual residence are submitted to the City for review.
8. No grading or construction of permanent structures on any individual lot shall be allowed closer than twenty-five (25)' to the Coastal Setback Zone.

COMMON OPEN SPACE BONDS

9. A minimum of 30% of the acreage of each residential Tract No. 50666 and No. 50667, exclusive of the golf course area, shall remain as common open space. In Tract No. 50666, the lots considered for the purpose of calculating the minimum required common open space are:
 - a. Lot A (West Vista Park) at 1.5 acres in size;
 - b. Lot B (Forrestal Canyon) at 5.8 acres in size;
 - c. Lot C (Forrestal Canyon Fire Break) at 1.7 acres in size;
 - d. Lot D (Portuguese Bend Fire Break) at a minimum of 1.0 acre in size, but up to 1.4 acres in size depending upon the approval of Lot Line Adjustment(s) between the adjacent property owners within the Portuguese Bend Club and the property owner(s) of Lot D, wherein any remaining open space left after the approval of said Lot Line Adjustments shall be retained as part of Lot D; and,
 - e. Lot J (Palos Verdes Drive South Frontage) at 2.4 ac

In Tract No. 50667, the lots considered for the purpose of calculating the minimum required common open space are:

- a. Lot A (La Rotonda Drive Frontage) at 0.5 acres in size;
- b. Lot B (Palos Verdes Drive South Frontage) at 3.1 acres in size;
- c. Lot C (La Rotonda Canyon) at 4.5 acres in size;
- d. Lot D (East Vista Park) at 1.2 acres in size; and,
- e. Lot H (East Bluff Preserve Fire Break) at 5.0 acres in size.

CC&Rs

10. **PRIOR TO APPROVAL OF THE FINAL MAP**, copies of Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the Director of Community Development and the City Attorney for review and approval. Said CC&R's shall reflect standards provided in Chapter 17.14 (Homeowners' Association) of the Development Code, including those items identified herein, and any applicable conditions of Vesting Tentative Tract Map Nos. 50666 and 50667.
11. All necessary legal agreements and documents, including Homeowners' Association, deed restrictions, covenants, dedication of common open space and development rights, public easements, and proposed methods of maintenance and perpetuation of all common open space, on-site drainage facilities and any other hydrological improvements shall be submitted and approved by the City Attorney and the Director of Community Development **PRIOR TO APPROVAL OF EACH FINAL MAP**. Said CC&R's shall include, but not be limited to, the following provisions:
 - a. All provisions required by Section 17.14 (Homeowners' Association} of the City's Development Code.
 - b. Membership in the Homeowners' Association shall be inseparable from ownership in the individual lots.
 - c. The "Development Standards and Design Guidelines" for the project which identifies all materials which affect structure appearance and use restrictions, including but not limited to architectural controls, structure and roof materials, exterior finishes, walls/fences, exterior lighting, and the standards of development contained in subsections M through V of this document (Grading, Development Plans for Construction of Individual Residences, Private Lot Open Space, Setbacks, Minimum Open Space Requirements of Individual Residences, Building Facades and Rooflines, Heights, Lighting, and Appliances}. A copy of the "Development Standards and Design Guidelines shall be provided by the developer and/or Homeowners' Association to each individual landowner upon purchase of any lot or residence.
 - d. All future residential structures, accessory structures, improvements, and/or landscaping shall be subject to review by the Director of Community Development and/or "DRC" as described below in Condition N.1 and construction and installations of said structures and improvements shall conform to the City-approved plans.

- e. Dedicate to the City the right to prohibit construction of residential structures on slopes greater than a 3:1 gradient.
- f. Exterior residential lighting shall be limited to the standards of Environmental Protection set forth in Section 17.56 (formally 17.54) of the City Development Code.
- g. Lot coverage, setback, height and private open space shall comply with the requirements for each residential structure as detailed in these Conditions of Approval.
- h. Requirements for solar installations shall conform to the Development Standards of Section 17.40 and Extreme Slope restrictions of Section 17.48.060 (formally 17.57) of the Development Code.
- i. All landscaping (including parkway trees) shall be selected and maintained so that no trees or group of trees obstructs views from the public right-of-way or adjacent properties consistent with City Council policy regarding street trees.
- j. No landscaping or accessory structure shall block or significantly obstruct solar access to any lot.
- k. Disposal of cuttings of non-native invasive plant species or any ornamental plant species shall be prohibited in common and public open space areas.
- l. Identification of all public trail easements for pedestrian and bicycle use. The CC&R's shall also prohibit individually owned structures, accessory structures, fences, walls, hedges, landscaping or any other such obstacle within said trail easements without the written approval from the City Council of the City of Rancho Palos Verdes.
- m. The CC&Rs shall prohibit individual landowners from encroaching into the public right-of- way. The CC&Rs shall specify that all costs incurred to remove hardscape/landscape improvements installed by a landowner in violation of the CC&Rs within the public right-of- way shall be borne by the landowner. At the time improvement plans for an individual residence are submitted to the Homeowner's Association (as required in Condition No. Z.24 and the City of Rancho Palos Verdes (as required in Condition No. Z.18) for review, the homeowner shall sign a disclosure stating that it is understood that encroachments into the public right-of-way are prohibited and all unlawful improvements constructed within the public right-of-way shall be removed solely at the landowner's expense. This requirement does not apply to mailboxes, provided that the mail boxes do not exceed the minimum requirements of the United States Postal Service.
- n. The requirements of Condition No. P.4 shall be incorporated into

the CC&R's for Tract Nos. 50666 and 50667 subject to review and approval by the City Attorney and the Director of Community Development.

12. Within thirty (30) days following recordation of the CC&R's, the developer shall submit a recorded copy of the document to the Director of Community Development.

GRADING FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

13. Remedial grading, consisting of over-excavation and recompaction for geologic stability which will not alter the contours shown on the approved tract grading plan shall be subject to review and approval by the Director of Community Development. In addition, grading of up to 1,000yd³ for residential use of an individual lot shall be subject to review and approval by the Director of Community Development. Grading in excess of 1,000yd³, or grading to alter the finished pad elevations shall require approval by the Planning Commission.

14. No construction and/or grading on individual lots shall be permitted on 3:1 or greater slopes, with the exception of the following:

- a. Driveway improvements to a partially subterranean garage on Lot Nos. 24 and 25, a basement/patio area for Lot Nos. 24 and 25, and an entry way to Lot No. 25, provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**
- b. A pool/spa/patio on Lot 29, as depicted on plans prepared by Envirotechno, dated May 4, 2005, which were reviewed by the City Council at their meeting on September 20, 2005, provided that the retaining walls associated with these improvements shall be stepped in height, and shall include landscape planting areas and an aesthetically pleasing veneer to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**
- c. Grading along the northerly and easterly yard areas of Lot #17 to accommodate an indirect access driveway in the easterly yard area

and retaining walls/patio areas in the northerly yard area as shown on the Site Plan/Grading Plan prepared by Tomaro Architecture Incorporated, as reviewed by the City Council at their May 20, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**

- d. Grading along the easterly and westerly yard areas of Lot #18 to accommodate an indirect access driveway, retaining walls and patio area in the easterly yard area and retaining walls in the westerly yard area as shown on the Site Plan/Grading Plan prepared by C.C. Partners Design Build, as reviewed by the City Council at their September 16, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK.** Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY.**

PRIOR TO ISSUANCE OF ANY BUILDING/GRADING PERMITS for construction of the specific items noted above, the property owner(s) shall obtain City approval and recordation of an amendment to Final Map No. 50667, adjusting said map notes to permit such specific construction over 3:1 or steeper slopes.

15. All retaining walls shall be subject to review and approval by the Director of Community Development with subsequent reporting to the Planning Commission, if required, for review and approval pursuant to Section 17.76.040 (formally 17.50) of the City Development Code.
16. Foundations and floor slabs cast on expansive soils will be designed in accordance with Los Angeles County Code Section 2907-i.
17. All residential building pad elevations shall substantially conform to the final grading plan for the Final Map in which the lot is located, as approved by the Director of Community Development. Future landowners are prohibited from raising or lowering the approved building pad elevations,

except for excavations to accommodate completely subterranean areas (such as basements, wine cellars and storage areas), as provided for by the Development Code. **WITHIN 30 DAYS AFTER FINAL MAP APPROVAL, OR BEFORE SALE OF ANY INDIVIDUAL LOT, WHICHEVER OCCURS FIRST**, the developer shall submit to the City a "Covenant to Control Building Pad Elevation" for each residential lot, according to the pad elevations specified on the approved final grading plan. All fees associated with recording said covenants shall be paid by the developer.

DEVELOPMENT PLANS FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

18. **PRIOR TO ISSUANCE OF ANY GRADING OR CONSTRUCTION PERMITS** for individual lots subsequent to the completion of finished pads, final improvement plans for the particular lot and structure shall be submitted to the Director of Community Development and/or Design Review Committee ("DRC") or similar body as described below in Condition Z.22 for review and approval. Said plans shall include, but are not limited to, plot plan, section and elevation drawings, floor plan, grading and exterior lighting plan. The plot plan shall clearly show existing and proposed topography, all proposed structures, all easements and setbacks. The section and elevation drawings shall clearly indicate maximum proposed height and ridge elevation for all structures, fences, walls, accessory structures, and equipment.
19. Unless otherwise specified in these conditions of approval, all structures and development on individual lots shall comply with RS-1 (RPD) development standards.
20. All fencing along interior side and front property lines, if not otherwise addressed in Condition L, shall conform with Section 17.76.030 (formally 17.42) of the Rancho Palos Verdes Development Code.
21. Chain link or other wire fence is prohibited on any portion of any lot, except as otherwise required by project biologist for habitat protection or through Condition L.3.a.
22. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for each individual residence are submitted.
23. Development and construction plans for each individual residence shall comply with the standards and conditions set forth in the "Development Standards and Design Guidelines" for the tract and shall be incorporated within the CC&R's for each tract and attached hereto by reference as Exhibit "B" and hereby included as a condition of approval. The final version of the "Development Standards and Design Guidelines" shall be reviewed and approved by the Director of Community Development **PRIOR TO THE RECORDATION OF THE CC&RS**. Requests for approval of individual

residences shall be reviewed for compliance with said conditions and "Development Standards and Design Guidelines" by the Director of Community Development and/or any Design Review Committee ("DRC") in place at the time development applications for individual residences are submitted.

24. Upon submittal of proposed development and construction plans for each individual residence to the Director of Community Development as described above in Condition Z.18, individual property owners shall provide written approval of the proposed development obtained from the established Homeowner's Association or any Homeowner's Association Architectural Committee.

25. Landscape planting and irrigation plans for each residential lot within Tract No. 50666 and Tract No. 50667 shall be submitted to the Director of Community Development for review and approval **PRIOR TO INSTALLATION OF ANY IRRIGATION SYSTEM.**

Further, it shall be the responsibility of each Owner to landscape, irrigate and maintain the front and rear yard areas of their Lot in a clean and attractive condition. Each Owner shall install the front yard landscaping within 120 days of such Owner's initial occupancy of the dwelling located on the Lot. The rear yard landscaping shall be installed within 180 days of such Owner's initial occupation of the dwelling located on the Lot.

26. The developer shall be responsible for keeping the City up to date on the status of each individual lot landscape plan. This shall take the form of a table that lists all of the lots, their date of building permit issuance, date of close of escrow, and the maximum deadline to submit a landscape plan based upon building permit or close of escrow. The developer shall be responsible for submitting an updated table each time a building final is issued and at close of escrow. Landscape and irrigation plans shall be consistent with the standards of the Ocean Trails Water Control Plan. Furthermore, notwithstanding any exemption contained in Chapter 15.34, any single-family lot within Tract No. 50666 or No. 50667 shall comply with Chapter 15.34 with respect to irrigation and drought tolerant plantings as determined by the Director of Community Development.

PRIVATE LOT OPEN SPACE

27. Each residential lot shall provide a private outdoor living area in an amount not less than four hundred 400ft² for each bedroom in the unit. This area shall be adjacent to and provide a private, usable area for each dwelling unit.

SETBACKS

28. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50666:

a. The minimum front yard setback for all structures on an individual lot

shall be 35'.

- b. The minimum street side setback on all lots shall be 20'.
- c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 14 through 23), the minimum interior side yard setback shall be ten 10' on one side, with a minimum total of 30' on both sides.
- d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lots Nos. 1, 2, 6, and 13), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 35' on both sides.
- e. On lots with a minimum lot size of 25,000ft² or greater (Lot Nos. 3 through 5, and 7 through 12), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 40' on both sides.
- f. The minimum rear yard setback for all structures on an individual lot shall be 35', with the exception of Lot #22, which may have a rear yard setback of 30'.

29. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50667:

- a. Except for Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 35'. On Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 25'.
- b. The minimum street side setback on all lots shall be 20'.
- c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 2-16, 18, 19, 22, 23, 29, 30, 33, 34 and 36), the minimum interior side yard setback shall be 10' on one side, with a minimum total of 30' on both sides.
- d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lot Nos. 20, 21, 24, 26-28, 31, 32 and 35), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 35' on both sides.
- e. On lots with a minimum lot size of 25,000ft² (Lot Nos. 1, 17 and 25), the minimum interior side yard setback shall be 15' on one side, with a minimum total of 40' on both sides.
- f. Except for Lot Nos. 7 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 35'. On Lot Nos. 11 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 25'. On Lot Nos. 6, 7 and 8 the minimum fuel modification zone/rear yard setback for all structures on an individual lot shall be 50'. However, the fuel

modification zone/rear yard setback on Lot Nos. 6, 7 and 8 may be reduced at the time that individual residences are proposed on these lots, provided that alternative fire suppression systems and/or building techniques are incorporated into the design of the residence, such as water sprinkler systems, fire walls, fire retardant materials, etc., to the satisfaction of the Los Angeles County Fire Department and City Building Official. If the fuel modification zone setback is reduced through this subsequent approval, the rear yard setback on Lot Nos. 6, 7 and 8 shall not be less than 25'. On Lot Nos. 9 and 10, the minimum rear yard setback shall be the foundation setback line shown on the approved final Phase I Grading Plan.

30. Any other architectural features or appurtenances shall conform to Section 17.48.030 (E) (formally 17.40.030 (E) of the Rancho Palos Verdes Development Code.
31. Except for driveways, walkways and parking areas, all of the required front and street-side setback areas shall be landscaped. Driveways, walkways, and parking areas shall not cover more than 50% of the required front or street side setback areas. "Turf-block" or landscaped areas that are designed to be driven or parked over (such as grass strips between paved strips) shall be counted as a driveway or parking area for the purpose of calculating landscaping in the front or street side setback area.
32. Except as described below in Condition P.6, no minor or accessory structures, including but not limited to pool equipment and trash enclosures, shall be permitted within any required setback area.
33. Trash enclosures and other minor equipment may be permitted within any interior side yard setback area adjacent to the structure, subject to review and approval of a Minor Exception Permit.

MINIMUM OPEN SPACE REQUIREMENTS OF INDIVIDUAL RESIDENCES

34. The minimum open space requirement for all lots shall not be less than 60% of the lot. Lot coverage shall include the building footprint, driveway and parking area, covered patios, covered walkways, and other accessory structure.
35. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50667:

a	b	c	d	e
Tract No. 50667 - Lot #	Lot Area	Allowable Habitable Area (30% of the lot area) that can be located on all levels of the structure (including basements)	Additional Habitable Area permitted only in a subterranean basement	Total Maximum Habitable Area (columns c+d)
1	22,123	6,637	863	7,500
2	15,197	4,559	1,441	6,000

3	15.988	4796	1.204	6.000
4	14.012	4.204	1.797	6.000
5	12.644	3.793	2.207	6.000
6	18.757	5.627	373	6.000
7	15.413	4.624	1.376	6.000
8	16.874	5.062	938	6.000
9	22.128	6.638	862	7.500
10	22.981	6.894	606	7.500
11	13.256	3.977	2.023	6.000
12	12.489	3.747	2.253	6.000
13	13.975	4.192	1.808	6.000
14	17.897	5.369	0	5.369
15	18.603	5.581	0	5.581
16	24.389	7.317	0	7.317
17	36.058	10.000	0	10.000
18	25.405	7.622	0	7.622
19	22.726	6.818	0	6.818
20	23.584	7.075	0	7.075
21	23.765	7.130	0	7.130
22	19.771	5.931	0	5.931
23	18.829	5.649	0	5.649
24	29.654	8.896	1.104	10.000
25	30.730	9.219	781	10.000
26	21.875	6.562	938	7.500
27	23.777	7.133	367	7.500
28	21.149	6.345	1.155	7.500
29	19.010	5.703	297	6.000
30	19.443	5.833	0	5.833
31	20.318	6.095	0	6.095
32	21.646	6.494	0	6.494
33	17.533	5.260	0	5.260
34	18.872	5.662	0	5.662
35	16.594	4.978	0	4.978
36	19.705	5.912	0	5.912

NOTES:

- a. Lot areas are based on the depiction shown on recorded Final Map No. 50667. Any changes to the lot areas noted above, shall require a Revision to CUP No. 162 to modify the table above.
- b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.
- c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².
- d. All subterranean basement areas shall be within the boundaries of the building footprint above.
- e. There shall be no changes to the approved pad elevations as a result of the construction of basements.

36. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50666:

- a. Total Maximum Habitable Area of each structure shall not exceed 30% of the Lot Area as depicted on the final recorded map of Tract No. 50666.
- b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.
- c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².
- d. All subterranean basement areas shall be within the boundaries of the building footprint above.
- e. There shall be no changes to the approved pad elevations as a result of the installation of basements.

37. Requests to modify the permitted habitable square footage per lot size category are subject to a Revision to Conditional Use Permit No. 162.

BUILDING FACADES AND ROOFLINES

38. The upper level of all two story residences shall be a minimum of 20% smaller than the footprint of the structure. On the rear and front facades of two story residences, and on the rear facade of all split level lots, a maximum 30% of the second story width shall be permitted to be constructed directly above the first story below. A minimum 70% of the second story width shall be broken up by using either of the following two methods:
- a. A minimum 6' wide second story setback from the first story facade. The setback area would be used as an uncovered deck or roof.
 - b. A minimum 6' wide uncovered balcony attached to and extending from the second story facade.
39. The roof of the main structure on each residence shall have a pitch of at least 2 in 12, except where it is necessary to have small areas with less pitch in order to comply with Building Code criteria.
40. On Lot Nos. 13 through 23 within Vesting Tentative Tract No. 50666, the main ridge of the structure shall be parallel to the side property line and generally perpendicular to Palos Verdes Drive South.
41. On Lot Nos. 24, 25, 35 and 36 within Vesting Tentative Tract No. 50667, the main ridge of the structure shall be perpendicular to Palos Verdes Drive South.
42. Roofing materials shall be Class A and non-combustible.

HEIGHTS

43. For the purposes of identifying lot types and approved heights for all primary structures within Vesting Tentative Tract map No. 50666, Lot 1, and Lot Nos. 9 through 13, are designated as Lot Type A. Lot Nos. 2 through 8 are designated Lot Type C. Lot Nos. 14 through 23 are designated as Lot Type D.
44. For purposes of identifying approved heights for all primary structures within Vesting Tentative Tract Map No. 50667, Lot Nos. 4 through 13 are designated as Lot Type A. Lot Nos. 1 and 3 are designated Lot Type B. Lot Nos. 14 through 17 and 30 through 36 are designated Lot Type C. Lot Nos. 18 through 21 are designated Lot Type D. Lot Nos. 22 and 23 are designated Lot Type E. Lot No. 2 is designated Lot Type F. Lot Nos. 24 and 25 are designated Lot Type G. Lot Nos. 26 through 29 are designated as Lot Type H.
45. Building heights for all residential structures are limited as follows:
- a. Lot Type A: 16'
 - b. Lot Type B: 15'
 - c. Lot Type C: 26'
 - d. Lot Type D: 16' from upper pad, and 26' from lower pad
 - e. Lot Type E: 21' from upper pad, and 26' from lower pad
 - f. Lot Type F: 15' from pad of the one-story structure, and 25.3' from the entry to a subterranean garage provided that the ridge height does not exceed 15' from the pad of the one-story structure.
 - g. Lot Type G: 16' from pad of the one-story structure, and 26' from the entry to a subterranean garage and exterior basement patio areas, provided that the ridge height does not exceed 16' from the pad of the one-story structure.
 - h. Lot Type H: 26' from pad of the two-story structure, and 36' from the exterior grade of the basement patio area, provided that the patio area is located in the side yard and that the ridge height does not exceed 26' from the pad of the two-story structure.
46. All heights shall be measured pursuant to Section 17.02.040 of the Development Code (View Preservation and Restoration Ordinance).
47. The height of all accessory structures shall conform to Section 17.48.050(D) (formally 17.40.050(C)) of the Rancho Palos Verdes Development Code.
48. The subsequent submittal of a Conditional Use Permit Revision to increase the maximum building heights to exceed those specified in Condition S.3 above shall be prohibited. Within 30 days after Final Map approval, or before sale of any individual lot, whichever occurs first, the developer shall submit to the City a "Covenant to Limit Maximum Building Height" for each residential lot, according to the height limits specified in Condition S.3. All fees associated with recording said covenants shall be paid by the developer.

SOLAR SYSTEM

49. All dwelling units shall be designed and constructed so that the plumbing and circulation system will allow utilization of solar energy as part of the hybrid system for providing hot water. Solar panels shall not exceed the ridge line of the structure on which they are placed.
50. All proposed solar installation shall be reviewed by the Director of Community Development for consistency with the provisions of the Development Code.

LIGHTING

51. Exterior residential lighting shall be limited to the standards of Section 17.56.030 (formally 17.51.030) of the Development Code.
52. A typical residential unit lighting plan shall be submitted to the Director of Community Development for review and approval **PRIOR TO ISSUANCE OF BUILDING PERMITS**, and there shall be no direct off-site illumination from any light source.

APPLIANCES

53. All units shall be required to install and maintain in proper working order an electronic garage door opener for each garage door.
54. All units shall be required to install and maintain low water use plumbing fixtures including, but not limited to, low flow toilets and shower heads.

AA. SEWERS

1. Approval of this subdivision of land is contingent upon the installation, dedication and use of local main line sewer and separate house laterals to serve each lot of the land division.
2. If, because of future grading, or for other reasons, it is found that the requirements of the Plumbing Code cannot be met on certain lots, no building permit will be issued for the construction of homes on such lots.
3. Sewer easements are tentatively required, subject to review by the Director of Public Works to determine the final locations and requirements, **PRIOR TO THE RECORDATION OF THE FINAL MAP**.
4. **PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE SEWER SYSTEM** in each approved phase of the project, the developer shall obtain approval of the sewer improvement plans from the County Engineer Sewer Design and Maintenance Division.
5. **PRIOR TO APPROVAL OF THE FINAL MAP**, the developer shall submit to the Director of Community Development a written statement from the County Sanitation District approving the design of the tract with regard to the existing trunk line sewer. Said approval shall state all conditions of

approval, if any, and shall state that the County is willing to maintain all connections to said trunk lines.

BB. STREETS

1. The proposed on-site streets shall be dedicated for public use on the Final Map and designed to the satisfaction of the Director of Public Works. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for the on-site streets to the Director of Public Works for approval, pursuant to the following specifications:
 - a. Paseo Del Mar (between Palos Verdes Drive South and "B" Street) shall be a minimum of 55' in width, measured from flow line to flow line, including a 10' wide median. Parkway widths shall be a minimum of 8' on each side. The total right-of-way width shall be 71'. The Final Map shall reflect these standards.
 - b. "A" Street (Paseo Del Mar extension) shall be a minimum of 36' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 3' on the north side and 7' on the south side. The total right-of-way width shall be 46'. The Final Map shall reflect these standards.
 - c. "B" Street shall be a minimum of 40' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8' on each side. The total right-of-way width shall be 56'. The Final Map shall reflect these standards.
 - d. "E" Street shall be 34' in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8' along the southerly side along Street "E", and shall be a minimum of 4' along the northerly side Street "E". The total right-of-way shall be 46'. The Final Map shall reflect these standards.
 - e. A public off-street parking area shall be provided on the southerly side of Palos Verdes Drive South, between Palos Verdes Drive South and "E" Street, west of Paseo del Mar, as part of the West Vista Park. Said parking area shall be at the same grade as Palos Verdes Drive South, shall contain a minimum of 6 parking spaces, and 1 parking space shall be reserved for handicapped use. The design of the off-street parking area and any time restrictions shall be submitted for review and approval by the Director of Public Works. Public parking and access to this area shall be prohibited after dusk.
 - f. On-street public parking shall be provided along "A" Street (Paseo Del Mar extension). Said on-street parking area shall contain a minimum of 90 parking spaces and a minimum of 5 parking spaces shall be reserved for handicapped use. The design of the on-street parking area shall be submitted for review and approval by the Director of Public Works.

- g. All streets shall have a vertical type curb. The developer may request roll type curbs, subject to the review and approval of the Director of Public Works.
 - h. Handicapped access ramps which conform to all standards and specifications in Title 24 of the Uniform Building Code shall be provided at all sidewalks and at all locations where public trails intersect with streets and/or sidewalks in or adjacent to the subject development.
 - i. Cul-de-sacs shall be designed to the specifications of the Director of Public Works.
 - j. Street and traffic signs shall be placed at all intersections and/or corners as specified by the Director of Public Works, shall conform to City Standards, and shall be shown on a signage and striping plan to be attached to the street plans.
 - k. Sidewalks, where required, shall be concrete, a minimum of 4' wide, and located adjacent to the curb.
 - l. All proposed streets shall be designed in substantially the same alignment as shown on Vesting Tentative Tract Map No. 50666 Amended Map No. 1, dated as revised on July 31, 1996, and "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666, dated February 2, 2005".
2. The developer shall be responsible for the design and construction of the realignment of Palos Verdes Drive South from Conqueror Drive to La Rotonda Drive. Plans for the realignment and reconstruction shall be submitted for review and approval by the Director of Public Works **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST** and shall include a minimum 14' wide median from Conqueror Drive to Palos Verdes Drive East and a minimum 10' wide median from Palos Verdes Drive East to La Rotonda Drive. In addition, the developer shall be responsible for the design and construction of curb and gutter and full median improvements adjacent to the Portuguese Bend Club. The construction and realignment shall also include provisions for the future signalization of the intersections at Palos Verdes Drive South and Forrestal Drive and at Palos Verdes Drive South and La Rotonda Drive, including the installation of all necessary underground facilities and utilities during construction so that subsequent installation of signals at either intersection can be accomplished without requiring future road cuts. With the exception of the improvements between Conqueror Drive and Ocean Trails Drive, construction on the improvements noted above shall be completed **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18- HOLE GOLF COURSE, WHICHEVER OCCURS FIRST.** Landscape improvements shall be completed **PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY**

FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE, WHICHEVER OCCURS FIRST. For the roadway improvements and related landscaping between Conqueror Drive and Ocean Trails Drive, the developer shall complete said improvements **PRIOR TO THE ISSUANCE OF ANY PERMITS FOR HABITABLE STRUCTURES WITHIN TRACT NO. 50666.**

Additionally, the developer shall be responsible for the design and re-construction of La Rotonda Drive, from Palos Verdes Drive South to the end of La Rotonda Drive. **PRIOR TO JUNE 1, 2002 OR IN CONJUNCTION WITH THE CONSTRUCTION OF PHASE 2 OF PALOS VERDES DRIVE SOUTH, WHICHEVER OCCURS FIRST,** the developer shall be responsible for obtaining approval of the structural section of La Rotonda and starting re-construction. The re-construction shall be completed by November 1, 2002.

Further, subject to review and approval by the Director of Public Works, the developer shall be responsible for resurfacing of portions of La Rotonda Road. The re-surfacing shall begin by October 1, 2001 and shall be completed by November 1, 2001.

Nothing in this condition shall preclude the City from requiring the Developer to contribute to the cost of reconstructing Palos Verdes Drive South (25th Street) from La Rotonda Drive to the eastern City limits pursuant to Condition E.8 of this approval, if it is determined that the construction of the Ocean Trails project by the Developer has damaged this street segment. If the City and the Developer do not agree as to whether the construction of the Ocean Trails project by the Developer has damaged this street segment, then they shall mutually agree upon a third party geotechnical engineer (the "Engineer") to make such determination. The Engineer shall determine, as soon as reasonably feasible after his or her appointment, as to whether, and the extent to which, the construction of the Ocean Trails project by the Developer is responsible for having damaged such street segment. The decision of the Engineer shall be binding and non-appealable. If the Engineer determines that the construction of the Ocean Trails project by the Developer is partially or fully responsible for damaging such street segment, then the Developer shall be responsible for making a financial contribution towards the reconstruction costs in proportion to the extent of such damage caused by the construction of the Ocean Trails project by the Developer. Each party shall pay for the costs and expenses of its engineer, with the parties sharing equally the cost of the Engineer. Additionally, if it is determined as set forth above that the Developer is responsible for making a financial contribution towards the reconstruction costs, the Developer shall receive a credit against that cost, due to the additional amount being incurred by the Developer to reconstruct La Rotonda Drive in accordance with this amended condition. The amount of credit shall be equal to the difference between (1) the cost of resurfacing 25th Street from La Rotonda Drive to the easterly City limits plus the cost of resurfacing La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road, and (2) the cost to

reconstruct La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road.

3. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST**, the project shall contribute to the installment of the following street improvements based on a "fair share" of the cost as determined by the Director of Public Works, which will be allotted only to new traffic:
 - a. Construction of a second westbound left-turn lane at the intersection of Hawthorne Boulevard and Palos Verdes Drive West.
 - b. Construction of a second eastbound left-turn lane and a second southbound right-turn lane at the intersection of Western and 25th Street, if approved by the City of Los Angeles. The developer shall be responsible for contacting the appropriate agencies in the City of Los Angeles and shall provide necessary documentation to the City of Rancho Palos Verdes Director of Public Works, including a letter of approval from the City of Los Angeles, for determination of the project's fair share of the cost for improvements to the above intersection.
4. The developer shall pay traffic impact fees **PRIOR TO RECORDATION OF THE FINAL MAP** in an amount determined by the Director of Public Works upon the completion of all on-site public improvements, including, but not limited to, streets, drainage, and utility improvements.
5. **PRIOR TO RECORDATION OF THE FINAL MAP, OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall process an application for vacation of the portions of the street right-of-way along Paseo del Mar which are to be developed for golf course uses, with the exception of the portion of the undeveloped Paseo del Mar right-of-way seaward of the Ocean Terraces Condominiums, which shall be retained for emergency fire access purposes, pursuant to Condition BB.6.
6. **PRIOR TO THE ACCEPTANCE OF THE STREET IMPROVEMENTS BY THE CITY**, the developer shall construct an all-weather emergency fire access road in the undeveloped portion of the Paseo del Mar right-of-way in compliance with the plan reviewed and approved by the Los Angeles County Fire Department. The Director of Community Development shall work with the Los Angeles County Fire Department to determine the final material used for the all-weather road surface in order to discourage use of this emergency fire access road by unauthorized users (such as bicyclists, golfers and roller skaters).
7. Any street names and house numbering plans shall be provided to the City by the developer for approval by Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP**.

CC. TRASH ENCLOSURES

1. All trash enclosure walls shall be a maximum of 6' in height and designed to accommodate recycling bins and shall have solid, self-closing gates and be integrated into the building design.

DD. UTILITIES

1. All utilities exclusively serving the site and to and on the lots and golf course shall be provided underground, including cable television, telephone, electrical, gas and water. All appropriate permits shall be obtained for their installation. Cable television, if utilized, shall be connected to the nearest trunk line at the developer's expense.

EE. VESTING TENTATIVE TRACT MAP NOS. 50666 AND 50667

1. If signatures of record or title interests appear on the Final Map, the developer shall submit a preliminary guarantee. A final guarantee will be required at the time of filing of the final map with the County Recorder. If said signatures do not appear on the final map, a preliminary title report/guarantee is needed that covers the area showing all fee owners and interest holders. The account for the preliminary title report guarantee shall remain open until the Final Map is filed with the County Recorder.
2. The Final Map shall clearly delineate and label the "Coastal Setback Zone" line as established in the City's Coastal Specific Plan. A note shall be placed on the map stating that no permanent structures (except for structures associated with public amenities or unless as allowed by another project condition of approval) shall be allowed closer than 25' to the Coastal Setback Zone. This area shall be designated on the final map as a "Building/Grading Restriction" area. All residential lots shown on the Final Map shall provide for a minimum buildable area of 3,000ft² of contiguous area, exclusive of required setbacks and any portions of the lot located seaward of the Building Grading Restriction Line, or they shall be eliminated from the Final Map.
3. The City's fee for processing a Final Map shall be paid within 6 months of approval of the Vesting Tentative Tract Map by the last responsible public agency.
4. Pursuant to Development Code Section 17.86.070 (formally 17.67.090), this approval shall expire 24 months from the date that the Coastal Permit associated with this Vesting Tentative Tract Map is approved by the last responsible agency, unless the Final Map has been recorded. Three extensions of up to 1 year each, may be granted by the City Council, if requested in writing **PRIOR TO EXPIRATION**.
5. The developer shall supply the City with one mylar and one print of the recorded Final Map within 30 days of recordation of Final Map.

6. In compliance with Fish and Game Code Section 711.4, the developer shall submit to the City a cashier's check payable to the Los Angeles County Clerk in the amount of \$850.00 for a filing fee and a cashier's check in the amount of \$25.00 for a documentary handling fee within 48 hours of City approval of these permits. The developer shall also pay any fine imposed by the Department of Fish and Game, if required.
7. **PRIOR TO RECORDATION OF THE FINAL MAP**, pursuant to Section 66442 of the Government Code, the subdivider shall obtain clearances from all affected departments and divisions, including a clearance from the Director of Public Works for the following items: mathematical accuracy, survey analysis, correctness of certificates and signatures, etc.
8. **PRIOR TO THE APPROVAL OF THE FINAL MAP**, for Vesting Tentative Tract No. 50666, the developer shall submit for review and approval by the City Council, a revision to Conditional Use Permit No. 162 that improves views by reducing some of the ridge heights within Vesting Tentative Tract No. 50666.

Revision options available to the developer may include, but are not limited to, lowering pad elevations, lowering the maximum building height, creating two-story split level pads which may result in increasing lot size and buildable area, revising setbacks, or other methods.
9. All natural and created slopes greater than 3.1 shall be designated as Restricted Use Areas with a note on the Final Map.
10. Unless already dedicated to the City, the developer shall dedicate to the City vehicular access rights to Palos Verdes Drive South and Paseo Del Mar. A note to this effect shall be placed on the Final Map.
11. **PRIOR TO RECORDATION OF THE FINAL MAP**, access to Lots 12 and 13 over Forrestal Canyon shall be provided by a pole for each lot, with a minimum width of 12' and access shall be via a shared private driveway, with a maximum width of 22'. A note to this effect shall be placed on the Final Map
12. **WITHIN 30 DAYS AFTER FINAL MAP APPROVAL, BEFORE SALE OF ANY INDIVIDUAL LOT, OR PRIOR TO ISSUANCE OF BUILDING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall submit to the City a Covenant to Maintain Property to protect views for each golf course lot and driving range lot. All fees associated with recording said covenant shall be paid by the developer.

SURVEY MONUMENTATION

12. Within twenty-four (24) months from the date of recordation of the Final Map, the developer shall set remaining required survey monuments and center line tie points and furnish the center line tie notes to the Director of Public Works.

13. All lot corners shall be referenced with permanent survey markers in accordance with City Municipal Code. The survey markers shall be inspected and accepted by the City **PRIOR TO THE RELEASE OF THE BOND REFERENCED IN CONDITION M.1.**

FF. WATER

1. The developer shall fund an alternative water source study in an amount not to exceed \$50,000. The purpose of the study shall be to investigate the feasibility of developing various alternative water sources for support of the golf course and related facilities including such alternatives as desalinization, reverse osmosis and other similar technologies, water reclamation, use of de-watering wells, etc. However, upon written request, the City Council may waive or delay the requirement to prepare said study.
2. If there are drought conditions at the time the golf course is developed, or if for any other reason the availability of water is scarce, the developer or its successor in interest shall contribute its proportionate share of the cost of developing new water sources for the City, including off-site development, identified in the study required in Condition FF.1. The City or other responsible agency shall determine the amount of the proportionate share by conducting the necessary studies. However, upon written request, the City Council may waive or delay the payment of the contribution, contingent on a determination by the City Council that an alternative water source study is necessary pursuant to Condition FF.1.
3. There shall be filed with the Director of Public Works a statement from the purveyor indicating that the proposed water mains and any other required facilities will be operated by the purveyor, and that, under normal operating conditions, the system will meet the needs of the development and developed tracts. Said statement shall be dated no more than six months **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE**. Should the developer receive a qualified "will serve" statement from the purveyor, the City shall retain the right to require the developer to use an alternative water source, subject to the review and approval of the City, or the City shall determine that the conditions of the project approval have not been satisfied. Said statement shall be required **PRIOR TO RECORDATION OF THE FINAL MAP**.
4. At the time the final subdivision improvement plans are submitted for checking, plans and specifications for the water system facilities shall be submitted to the Director of Public Works for checking and approval and shall comply with the Director of Public Works' standards. Approval for filing of the Final Map is contingent upon approval of the plans and specifications mentioned above.
5. All lots, golf course, and related facilities shall be served by adequately sized water system facilities which shall include fire hydrants of the size and type and location as determined by the Los Angeles County Fire Department. The water mains shall be of sufficient size to accommodate the total domestic and

fire flows required for the land division. Domestic flow requirements shall be determined by the Director of Public Works. Fire flow requirements shall be determined by the Los Angeles County Fire Department and evidence of approval by the Los Angeles County Fire Department is required **PRIOR TO RECORDATION OF THE FINAL MAP, ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE, MAINTENANCE FACILITY OR AFFORDABLE HOUSING COMPLEX, WHICHEVER OCCURS FIRST.** The developer shall be responsible for installation of any fire hydrants or other improvements required by the Los Angeles County Fire Department at the time the public streets are constructed.

6. Framing of structures shall not begin until after the Los Angeles County Fire Department has determined that there is adequate firefighting water and access available to the said structures pursuant to Condition FF.5.