County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 28, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
3 February 28, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

PUBLIC HEARING ON PROPOSED DIRECT CONVEYANCE OF COUNTY SURPLUS REAL PROPERTY APN: 5775-024-916 (PORTION) ARCADIA COUNTY PARK, ARCADIA (FIFTH DISTRICT) (4-VOTES)

SUBJECT

Approve the conveyance of approximately 5,041 square feet of surplus County real property (County Parcel) adjacent to Arcadia County Park (County Park) to the City of Arcadia (City) for the purpose of the City completing the street widening of Huntington Drive.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County-owned Property, as shown on the map and legally described in the Quitclaim Deed, may no longer be classified as park, recreational, or cultural property, is not required for County use, and is surplus to any immediate or foreseeable County need.

2. Certify that the Board, as a responsible agency under the California Environmental Quality Act (CEQA), has independently considered and reached its own conclusions regarding the environmental effects of the proposed project (as described) and the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the City of Arcadia, as lead agency; determine that the documents adequately address the environmental impacts of the proposed project; find that your Board has complied with the requirements of CEQA with respect to the process for a responsible agency and adopt by reference the City of Arcadia's Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

3. Find the appraised value of $20,164 for the Property complies with the requirements of Public Resources Code Section 5405.

4. Approve the sale of the County's right, title, and interest in the Property adjoining Arcadia County Park, in Arcadia, to the City of Arcadia, and instruct the Chairman of the Board to sign the Quitclaim Deed and the Sale and Purchase Agreement.

5. Instruct the Auditor-Controller and the Chief Executive Officer to coordinate with the Director of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Public Park Preservation Act.

6. Authorize the Chief Executive Officer to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

7. Authorize the Director of the Parks and Recreation to execute the License Agreement and accept the donated improvements to be constructed by the City of Arcadia.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the conveyance of an approximately 5,041 square foot strip of improved, surplus County Parcel located adjacent to the County Park to the City, as described in Attachment 1.

The City is in the process of widening Huntington Drive and has requested to purchase the County Parcel, currently improved with parking and landscaping, to complete their street widening project. County records indicate the County acquired the strip of land by a Final Order of Condemnation recorded June 18, 1958, and incorporated it into County Park on June 18, 1958. The Department of Parks and Recreation (Parks) has determined that the County Parcel is no longer needed for parking and landscaping purposes and is in agreement with the proposed conveyance. Once acquired, the City will replace the existing landscaping and parking on the County Parcel with street improvements.

In addition to paying the appraised value for the County Parcel, the City, resulting from a negotiated License Agreement with Parks, will be obligated to construct improvements with an estimated value of $39,400, which consists of upgrading and installing sidewalks and landscaping (Improvements) over a portion of the County Park. The City will be responsible for the cost, design, and construction of the Improvements identified in the License Agreement. In the event the Improvements are not constructed by the City within a year of the conveyance, the County will be entitled to receive the $39,400.

The sale of the County Parcel will facilitate the completion of the City's street widening project and provide the County Park with aesthetic and safety improvements.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Community and Municipal Services (Goal 3) directs that we ensure quality regional public works infrastructure services for County residents and provide quality public works infrastructure and land development services to our communities. Transferring this County Parcel to the City for street and County Park improvements allows the County to meet an identified public infrastructure need and is consistent with this goal.

FISCAL IMPACT/FINANCING

The sales price for the County Parcel totals $20,164 and represents the fair market value established by an independent appraiser for the County Parcel and substantiated through a review of the appraisal report by the CEO staff appraiser. The proceeds from this sale will go towards maintaining and improving the County Park in accordance with the Park Preservation Act.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Property to the City is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the City's Development Services Department, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222.

The County Parcel to be conveyed consists of a portion of Arcadia County Park which is subject to the Park Preservation Act. In accordance with the Park Preservation Act, a public notice of the County's intention to convey the subject property to the City for street purposes was posted on the subject property for 45 days.

County Counsel has reviewed the Sale and Purchase Agreement (Attachment 2) and Quitclaim Deed (Attachment 3) related to the proposed conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The City, in its role as lead agency in matters pertaining to compliance with the California Environmental Quality Act (CEQA), by City Council Agenda Item 1b, adopted by the City Council on January 3, 2012, found and determined that with the imposition of mitigation measures as a condition of approval of the Huntington Drive Capacity Improvement Project, there was no substantial evidence that the project would have a significant effect on the environment; found that the Mitigated Negative Declaration reflected the independent judgment of the City; approved the Mitigated Negative Declaration, and determined that the project will have no adverse effect on fish and wildlife resources. As part of the scope of the Mitigated Negative Declaration, a Mitigation Monitoring and Reporting Program has been included. This program will be implemented and monitored by the City.

With respect to your Board's approval of the property conveyance described herein, the County also acts as a responsible agency for the purposes of CEQA, and therefore, we recommend that your Board independently consider and adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program (Attachment 4).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Parks has indicated the proposed conveyance of the County Parcel will have minimal impact to the County Park operations because the property to be sold contains surplus parking not needed for park patrons. Staff from Parks will monitor the construction of the Improvements and ensure that the terms of the License Agreement are satisfied.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Sale and Purchase Agreement and Quitclaim Deed for the County Parcel sold, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully Submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

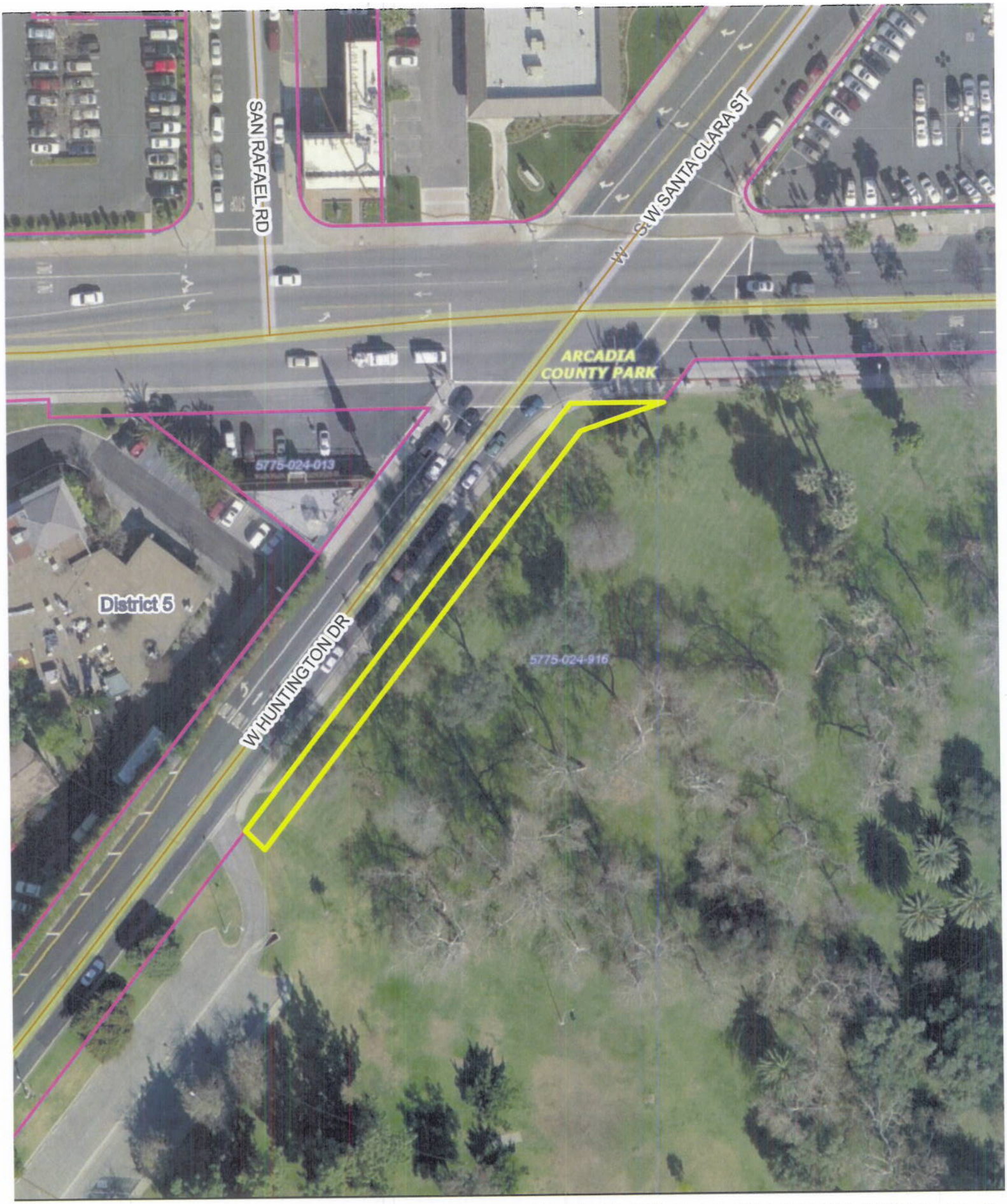
WTF:RLR
CMM:RH:kb

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Parks and Recreation

ArcadiaCoutyParkBL:l

Attachment 1



DATE 9/22/11		
SUP. DISTRICT 5		Portion of Parcel to be Sold

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHERN PAFICIC RAIL RAILROAD RIGHT-OF-WAY ABUTTING THE WESTERLY SIDE OF LOT 4 OF TRACT NO. 949, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 13 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE (30 FOOT HALF-WIDTH AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 205, PAGES 21 AND 22 OF RECORDS OF SURVEY, RECORDS OF SAID LOS ANGELES COUNTY), ALSO BEING THE WESTERLY BOUNDARY OF SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (50 FOOT HALF-WIDTH AS SHOWN ON SAID RECORD OF SURVEY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 89°07'42" EAST 51.14 FEET TO THE EASTERLY BOUNDARY OF SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 71°37'24" WEST 50.13 FEET TO A LINE PARALLEL WITH AND 12 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, SAID EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE; THENCE ALONG SAID PARALLEL LINE SOUTH 37°40'03" WEST 383.13 FEET; THENCE NORTH 52°19'57" WEST 12.00 FEET TO SAID EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 37°40'03" EAST 392.84' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,041 SQUARE FEET (0.1157 ACRES), MORE OR LESS.

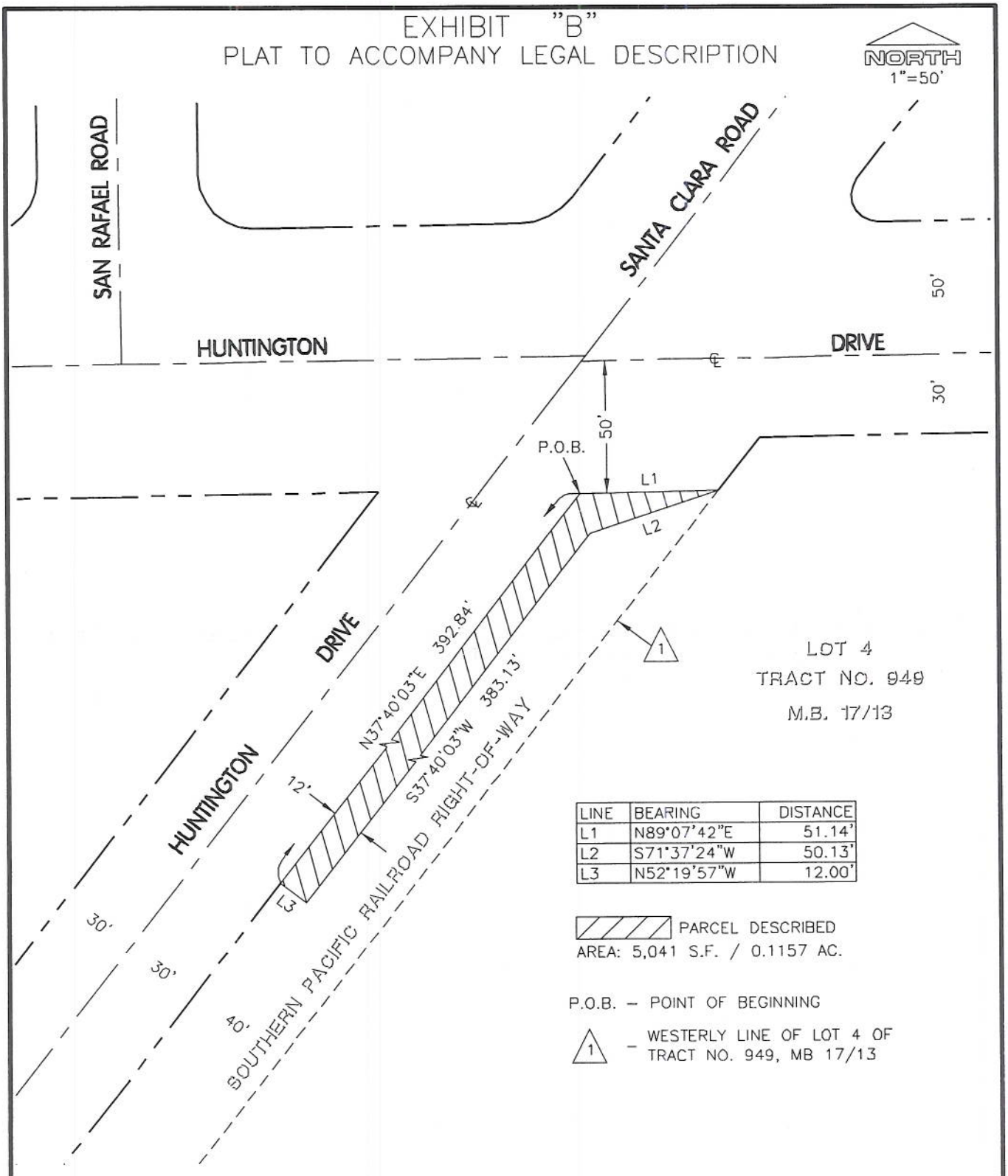
ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

PRELMINIARY

6/16/10
RICHARD C. MAHER, P.L.S. 7564 DATE

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LINE	BEARING	DISTANCE
L1	N89°07'42"E	51.14'
L2	S71°37'24"W	50.13'
L3	N52°19'57"W	12.00'

PARCEL DESCRIBED
AREA: 5,041 S.F. / 0.1157 AC.

P.O.B. – POINT OF BEGINNING

1 – WESTERLY LINE OF LOT 4 OF TRACT NO. 949, MB 17/13

KDM Meridian
22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

Attachment 2

ARCADIA COUNTY PARK SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into this 28th day of February 2012, by and between the City of Arcadia ("Buyer" or "City"), and the County of Los Angeles ("Seller" or "County") a body politic and corporate, pursuant to Government Code Section 25365, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

The surplus real property being conveyed in fee ("the Property") is the portion of Arcadia County Park ("the Park"), more particularly described as follows:

The Property being conveyed consists of approximately 5,041 square feet of land located in the City of Arcadia, legally described on the attached Exhibit "A" and depicted in Exhibit "B". Exhibit "A" and Exhibit "B" are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, the parties hereto agree as follows:

1. Use. Buyer intends to develop, operate and maintain the Property for road purposes.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Thousand One Hundred Sixty Four and NO/100 Dollars ($20,164.00), to be paid in one lump-sum payment within ten (10) business days after approval of the transaction contemplated hereby by the Board of Supervisors in accordance with Section 4 hereof.

Payment shall be made by certified check payable to the County of Los Angeles Department of Parks and Recreation and delivered to Seller at the address for notice to Seller pursuant to Section 15 hereof.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous customary charges and fees.

4. Conveyance and Closing Date. The date on which the deed for the Fee Parcel is recorded shall be referred to hereinafter as the "Closing Date." At least one (1) day before the Closing Date, County shall execute a Quitclaim Deed in substantially the form attached hereto as Exhibit "C", and incorporated herein by this reference, duly executed and authorized by County, subject to:

77745

A) all non-delinquent taxes, interest, penalties and assessments of record, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;

C) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property; and

D) The condition that Buyer will cause to be constructed the Improvements (as that term is defined herein) required by Seller in accordance with the License Agreement to be issued by the County of Los Angeles Department of Parks and Recreation. If any of the Improvements have not been completed by Buyer and approved in writing by the Los Angeles County Department of Parks and Recreation within two (2) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in Section 6.0 of this Agreement.

5. Property Access.

Pursuant to the above-referenced License Agreement, to be fully-executed by Seller and Buyer within 10 days following Board of Supervisors' approval of this Agreement., Seller consents to allow Buyer, its successors and assigns, and its and their contractors, agents and employees access to the Park and the Property for the purposes of grading, landscaping, installing, and/ or any additional site work related to Buyer's intended use of the Property and/ or construction of Park Improvements as set forth in Section 6.0.

6.0 Reimbursement for Park Improvements. Buyer acknowledges that as additional consideration for the purchase of the Property, Buyer will construct certain Park improvements including without limitation: the removal of three (3) trees, including tree stumps; minor grading; construction of a new connecting ADA-compliant sidewalk to parking lot's sidewalk; installation of two stop signs at two parking lot exits; adjustment of driveway grades; relocation and adjustment of irrigation; replanting of sod within work zone; and final planting of six (6) new trees (minimum 36-inch box trees) (collectively, the "Improvements") and obtain acceptance and approval of the Improvements by the Los Angeles County Department of Parks and Recreation in accordance with a License Agreement to be executed by Seller within 10 days following Board of Supervisors' approval of this Agreement, in substantially the form attached hereto as Exhibit "D" and incorporated herein by this reference. In the event the Improvements are not installed by Buyer and approved by the County within two (2) years from the commencement date of License Agreement, Buyer will reimburse the County the full costs of the Improvements in the amount of $39,400 as outlined in Exhibit "E", incorporated herein by this reference.

6.1. Buyer's Conditions to Closing. Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's recording of the Quitclaim Deed; and (ii) Seller's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Buyer shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing Date.

6.2 Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board of Supervisors' approval of the sale of the Property; (ii) Buyer's delivery of the Purchase Price to Seller no later than ten (10) business days after written notice given by Seller to Buyer of approval of the purchase by the Board of Supervisors; (iii) and Buyer's representations, warranties and covenants being true and correct as of the Closing Date. Upon non-satisfaction of any one of the above conditions, Seller shall allow Buyer a reasonable opportunity to cure by a reasonable method; if Buyer fails to cure, Seller may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

7. **Title.** Buyer understands that the Property is being sold "as is" without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

8. **Recording.** Seller shall prepare the Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: City of Arcadia, and shall cause the Quitclaim Deed to be recorded in the official records of the Registrar/Recorder, County of Los Angeles ("Recorder").

9. **Delivery of Deed.** Seller shall transmit to Buyer a copy of the Quitclaim Deed stamped by the Los Angeles County Recorder. The original Quitclaim Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 15 hereof.

10. **Condition of the Property.**

A) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Seller will not be liable for any claims arising after the Closing Date by third parties or their agents or assignees. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

B) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.

C) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property and Buyer agrees to purchase the Property in said condition.

D) Buyer waives any and all claims caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

11. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

12. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

13. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof regarding the subject matter hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

14. Assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

15. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana
Acting Director of Real Estate Division

With a copy to:

Department of Parks and Recreation
Attention: James Barber, Planning Division
510 South Vermont Avenue
Los Angeles, CA 90020

Buyer: City of Arcadia
240 West Huntington Drive
Arcadia, CA 91007
Attention: Philip Wray

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

16. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

17. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

18. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

19. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

20. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

22. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

23. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

24. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

25. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

26. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

27. Power and Authority. The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

28. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

29. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

30. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

31. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of the parties (referred to collectively herein as "Force Majeure Delay(s)") Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER	City of Arcadia By: Donald Penman Name: Donald Penman City Manager

ATTEST:

By: Lisa Mendez, Chief Deputy
City Clerk

APPROVED AS TO FORM:

By: Stephen P. Deitsch
Stephen Deitsch
City Attorney

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

3 FEB 28 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

77745

SELLER ATTEST: SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors By: Lachelle Smitherman Deputy	**COUNTY OF LOS ANGELES** By: Zev Yaroslavsky Zev Yaroslavsky Chairman, Board of Supervisors

APPROVED AS TO FORM:
JOHN F. KRATTLI
Acting County Counsel

By Amy M. Caves
Amy M. Caves
Senior Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitherman
Deputy

COUNTY OF LOS ANGELES CALIFORNIA

EXHIBIT A
LEGAL DESCRIPTION – COUNTY TO CITY OF ARCADIA

EXHIBIT "A"
LEGAL DESCRIPTION

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THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,041 SQUARE FEET (0.1157 ACRES), MORE OR LESS.

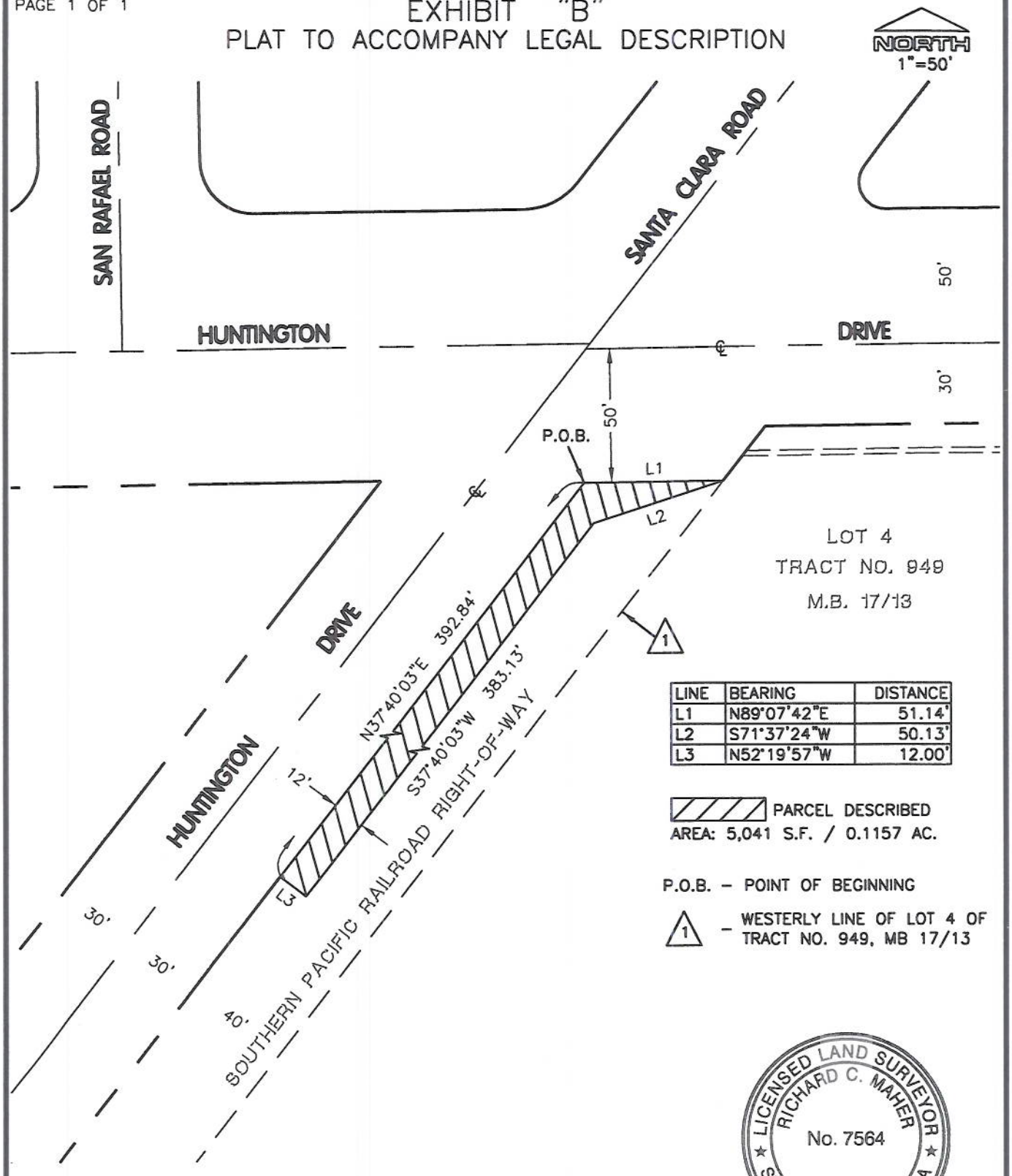
ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Richard C. Maher 11/14/11

RICHARD C. MAHER, P.L.S. 7564 DATE

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



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L2	S71°37'24"W	50.13'
L3	N52°19'57"W	12.00'

PARCEL DESCRIBED
AREA: 5,041 S.F. / 0.1157 AC.

P.O.B. – POINT OF BEGINNING

1 – WESTERLY LINE OF LOT 4 OF TRACT NO. 949, MB 17/13

LICENSED LAND SURVEYOR
RICHARD C. MAHER
No. 7564
STATE OF CALIFORNIA

KDM Meridian
22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

11/14/11

RICHARD C. MAHER, PLS 7564 (CA)
THIS DOCUMENT PRELIMINARY UNLESS SIGNED

EXHIBIT "C"

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91007
Attention: Philip Wray

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

__ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
__ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE.

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

TAX PARCELS: 5775-024-916 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

City of Arcadia

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Arcadia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:
a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated_____

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2012, the facsimile signature of _____, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By_____

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

_____
Amy M. Caves
Senior Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 3256-016-900

In the City of Arcadia, County of Los Angeles, State of California, being that portion of the Southern Pacific Rail Railroad Right-of-Way abutting the westerly side of Lot 4 of Tract No. 949, as shown by map on file in Book 17, Page 13 of Maps, Records of Los Angeles County, California, more particularly described as follows:

Beginning at the intersection of the easterly right-of-way of East Branch Huntington Drive (30 foot half-width as shown on a Record of Survey on file in Book 205, Pages 21 and 22 of Records of Survey, Records of said Los Angeles County), also being the westerly boundary of said Southern Pacific Railroad right-of-way and the southerly right-of-way of Huntington Drive (50 foot half-width as shown on said Record of Survey); thence along said southerly right-of-way north 89°07'42" east 51.14 feet to the easterly boundary of said Southern Pacific Railroad right-of-way; thence south 71°37'24" west 50.13 feet to a line parallel with and 12 feet southeasterly of, measured at right angles, said easterly right-of-way of East Branch Huntington Drive; thence along said parallel line south 37°40'03" west 383.13 feet; thence north 52°19'57" west 12.00 feet to said easterly right-of-way of East Branch Huntington drive; thence along said easterly right-of-way north 37°40'03" east 392.84' to the Point of Beginning.

License #000907

EXHIBIT "D"

ARCADIA COUNTY PARK

405 SOUTH SANTA ANITA AVENUE, ARCADIA, CA 91006

CITY OF ARCADIA ACCESS PERMIT AND LICENSE AGREEMENT ("LICENSE")

Licensee:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91007

Licensor:
County of Los Angeles Department of Parks and Recreation
510 South Vermont Avenue
Los Angeles, CA 90020
Authority: L.A.C.C. 2.26.140B(3)
Expiration Date: See Paragraph 3
Consideration: See Paragraph 4

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1. **PREMISES:** Licensee, its employees, contractors and agents, after execution of this license by the Director of the Los Angeles County Department of Parks and Recreation ("Director"), is hereby granted permission to enter Arcadia County Park ("the Park"), located at 405 South Santa Anita Avenue, Arcadia, CA 91006.

   A. Licensee hereby acknowledges the title of Licensor and/or any other public agencies having jurisdiction there over, in and to the Premises, and covenants and agrees never to assail, contest or resist said title.

   B. Equipment, tools, materials and vehicles are not allowed to remain on the Premises overnight.

2. **LICENSED USE:** The following work relating to a proposed street widening project at the southeast corner of Huntington Drive and Santa Clara Avenue: the removal of three (3) trees including the tree stumps; minor grading; construction of a new connecting ADA-compliant sidewalk to parking lot's sidewalk; installation of two stop signs at two parking lot exits; adjustment of driveway grades; relocation and adjustment of irrigation; replanting of sod within work zone; and final planting of six (6) new trees (minimum 36 inch box trees). The labor and materials will be provided at no expense to Licensor.

Licensee shall exercise the permission herein given in such a manner as to minimize interference with the full use and enjoyment of said Premises by Licensor.

3. **TERM:** The term of this License commences when the License is signed by the Director and runs thereafter for a period not to exceed two (2) years ending when Licensee obtains Licensor's final approval and acceptance of the Project.

4. **CONSIDERATION:** The estimated value of improvements to be provided by the Licensee's Project on the Park is approximately $39,400.

5. **CEQA COMPLIANCE:** In compliance with the California Environmental Quality Act (CEQA), the Licensee prepared an Initial Study and determined that with the incorporation of mitigation measures detailed in the Mitigation Monitoring and Reporting Program, the proposed project would not have a significant effect on the environment. A Mitigated Negative Declaration was adopted by the Arcadia City Council on January 3, 2012 following a public hearing.

6. **NOTICES:**

A. Whenever provision is made for giving written notice, such notice shall be deemed to have been received if it was sent by mail and e-mailed to: Mr. James Barber at jbarber@parks.lacounty.gov and Mr. Philip Wray at pwray@ci.arcadia.ca.us and addressed as follows:

To Licensor:
County of Los Angeles Department of Parks and Recreation
Attention: James Barber
510 South Vermont Avenue, Room 201
Los Angeles, CA 90020-1975

To Licensee:
City of Arcadia
Attention: Philip Wray
240 West Huntington Drive
Arcadia, CA 91007

or such other place in California as may hereinafter be designated in writing respectively by Licensor or Licensee.

7. **INDEMNIFICATION:** Licensee shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Licensee's acts and/or omissions arising from and/or relating to this License. The terms of this paragraph survive the termination of this License.

8. **GENERAL INSURANCE PROVISIONS:** Without limiting Licensee's indemnification of Licensor, and in the performance of this License and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Section, "General Insurance Provisions" and the "Insurance Coverage Requirements – Types and Limits" Section of this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this License. The Licensor in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License.

a. **Evidence of Coverage and Notice to Licensor:** Certificate(s) of insurance coverage (Certificate) satisfactory to Licensor, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to Licensor at the address shown below and provided prior to commencing services under this License.

   i. Renewal Certificates shall be provided to Licensor not less than 10 days prior to Licensee's policy expiration dates. Licensor reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

   ii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Licensee's name .Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any Licensor required endorsement forms.

   iii. Neither the Licensor's failure to obtain, nor the Licensor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

   Certificates and copies of any required endorsements shall be sent to:

   County of Los Angeles Department of Parks and Recreation
   Attention: James Barber
   510 South Vermont Avenue, Room 201
   Los Angeles, California 90020

   iv. Licensee also shall promptly report to Licensor any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also shall promptly notify Licensor of any third party claim or suit filed against Licensee or any of its Sub-Contractors which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or Licensor.

b. **Additional Insured Status and Scope of Coverage**. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the Licensor. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the Licensor. The full policy limits and scope of protection also shall apply to the Licensor and its Agents as an additional insured, even if they exceed the Licensor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

c. **Cancellation of or Changes in Insurance**. Licensee shall provide County with, or Licensee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

d. **Failure to Maintain Insurance**. Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Licensee or pursue Contractor reimbursement.

e. **Insurer Financial Ratings**. Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by Licensor.

f. **Licensee's Insurance Shall Be Primary**. Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to Licensee. Any Licensor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

g. **Waivers of Subrogation.** To the fullest extent permitted by law, Licensee hereby waives its and its insurer(s)' rights of recovery against Licensor under all the Required Insurance for any loss arising from or related to this License. Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

h. **Sub-Contractor Insurance Coverage Requirements.** Licensee shall include all Sub-contractors as insureds under Licensee's own policies or shall provide Licensor with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein and shall require that each Sub-Contractor name the Licensor and Licensee as additional insureds on the Sub-Contractor's General Liability policy. Licensee shall obtain Licensor's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

i. **Deductibles and Self-Insured Retentions (SIRs).** Identify any deductibles or self-insured retentions (deductible/retentions) exceeding $25,000. Deductibles/retentions exceeding $25,000 will require the prior approval of the County Auditor-Controller. The Licensee may request approval to use a deductible/retention of more than $25,000 by submitting the current audited financial statements for review by the County Auditor-Controller which demonstrate, at the sole discretion of the County Auditor-Controller, that the Licensee has the ability to pay the higher deductible/retention. The Licensor retains the right to require the Licensee to reduce or eliminate deductibles/retentions as they apply to the Licensor, or, require Licensee to provide a bond guaranteeing payment of all such retained losses and costs attributable to the Licensee's retention, or, withhold payment to Licensee in the amount of all or any deductibles/retentions as the Licensor deem appropriate Licensee's policies shall not obligate the Licensor to pay any portion of any Licensee deductible or SIR.

j. **Claims Made Coverage.** If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the effective date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

k. **Application of Excess Liability Coverage.** Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

l. **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

m. **Alternative Risk Financing Programs.** The Licensor reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

n. **Licensor Review and Approval of Insurance Requirements.** The Licensor reserves the right to review and adjust the Required Insurance provisions conditioned upon Licensor's determination of changes in risk exposures.

9. INSURANCE COVERAGE REQUIREMENTS – TYPES AND LIMITS

a. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	$ 2 million
Products/Completed Operations Aggregate:	$ 1 million
Personal and Advertising Injury	$ 1 million
Each Occurrence:	$ 1 million

b. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

c. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that Licensor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

10. OPERATIONAL RESPONSBILITIES: Licensee shall:

a. Comply with and abide by all applicable rules, regulations and reasonable directions of Licensor; designate and provide Licensor with the name(s)

and phone contact number(s) of Licensee's responsible representative(s) who shall be on the Premises during the hours Licensee is conducting supervised apprentice training activities in accordance with written specifications submitted by Licensor pursuant to this License.

b. Licensor's representative, Mr. Richard Chang, Departmental Facilities Planner I, East Agency, (626) 333-4720 phone, (626) 290-4893 cell shall provide specifications and detailed scope of work, inspect Licensee's work and reasonably determine whether or not it was completed in accordance with Licensor's specifications. In addition, the quality and workmanship must meet minimum industry standards. At the completion of each project, the Department, through the East Agency shall issue a Notice of Project Acceptance. If the improvements are unacceptable, within fifteen (15) County business days after inspection of the specific project, Licensor shall provide Licensee with a list of items that need to be corrected, or issuance of said notice will be delayed until all Project items are corrected.

c. Licensee is permitted access to the Premises from 7:00 a.m. to 6:00 p.m. weekdays, except when Licensee's permitted use conflicts with scheduled Park events or activities.

   Contact Mr. Richard Chang, Departmental Facilities Planner I, forty-eight (48) hours prior to Licensee's initial access to Premises and immediately in emergencies: phone number (626) 333-4720, cell (626) 290-4893, fax (626) 369-0845, and e-mail address [rchang@parks.lacounty.gov]. Mr. Philip Wray, Deputy Development Services Director and City Engineer is Licensee's emergency contact who can be reached at (626) 574-5488 by phone.

d. At or before the time proof of insurance is submitted, provide Licensor with the names, license numbers, business addresses, and phone numbers of any and all of Licensee's contractors who will be entering the Premises.

e. Take the following precautions prior to commencing permitted activities: contact Underground Service Alert (USA) to locate utilities in or near the Premises; review park irrigation/utility plans; walk the Premises and Licensee's access route with Park personnel to flag irrigation/utility lines, sprinkler heads, valve boxes, etc. Notwithstanding said precautions, Licensee agrees to repair or replace any pipelines, sprinkler heads, valve boxes, etc. damaged during the course of exercising the permission herein given.

f. Maintain the Premises and surrounding area in a safe and sound condition. Licensee shall ensure staging area is secured by existing chain link fence and locked gates.

g. Provide all safety and security signs, barricades, pedestrian and traffic cones, lights and other related safety features to prevent vehicular

accidents, personal injury, and property damage due to Licensee's activities.

h. Assume the risks and bear all costs of damage or destruction, and loss due to theft, burglary or vandalism to any and all of Licensee's equipment, materials, tools, and vehicles owned hired, leased, or used by Licensee for this License, except to the extent that such damage or destruction and loss result from the negligence or willful misconduct of Licensor.

i. Repair or replace, to the satisfaction of Licensor, any and all of Licensor property lost, damaged, or destroyed as a result of Licensee's use of the Premises and activities. Should Licensee fail to promptly make repairs or replacements to Licensor's satisfaction, Licensor may have these repairs made at Licensee's sole cost and expense.

11. **INDEPENDENT STATUS:** This License is by and between Licensor and Licensee. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between Licensor and Licensee. Licensee understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Licensee pursuant to this License.

12. **EMPLOYEES:** All references to the "Licensee" herein are deemed to include the employees, agents, contractors, apprentices and anyone else required under written contract with Licensee to access the Premises.

13. **LIMITATIONS:** It is expressly understood that in licensing the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the terms and conditions of this License.

14. **AMENDMENTS:** The terms of this License may be amended by the Director upon mutual agreement of Licensor and Licensee with either party giving the other prior written notice explaining why the amendment is being requested.

15. **ASSIGNMENT:** This License is personal to Licensee, and any attempt to assign or transfer same in whole or part without Licensor's prior written consent shall immediately terminate all of Licensee's rights hereunder.

16. **AUTHORITY TO STOP:** In the event that an authorized representative of Licensor finds that Licensee's activities on the Premises unnecessarily endanger the health or safety of persons on or near said Premises, the representative may require that this License immediately be suspended until said endangering activities cease, or until such action is taken to eliminate or prevent the endangerment.

17. **DEFAULT:** This License may be immediately revoked by Licensor in the event of any failure or refusal on the part of Licensee to keep or perform any of the terms or conditions herein. Notice of revocation shall be given as provided by Section 5 of

this License. Failure by Licensor to revoke this License for noncompliance of the terms or conditions by Licensee shall not constitute a waiver of the terms or conditions.

18. **TERMINATION:** This License may be terminated at anytime without cause for any reason or no reason at all at the option of Licensor by giving thirty (30) days' notice of termination.

19. **RESTORATION OF PREMISES:** Upon any termination of this License, Licensee shall surrender the Premises in a neat and clean condition. Licensee shall complete restoration of the licensed area to its original condition or better prior to termination of this License. Restoration of the Premises shall include, but not be limited to, removal of all of Licensee's equipment, vehicles, trailers, containers, signs, litter, and debris. Licensee shall remove all improvements unless otherwise instructed in writing by Licensor. Licensor shall conduct an inspection of the Premises to determine if restoration has been completed by Licensee. If Licensor determines that restoration has not been completed upon expiration or termination of this License, Licensor may restore said Premises entirely at the reasonable expense of Licensee.

20. **ALTERATIONS AND IMPROVEMENTS:** Licensee has examined the Premises and knows the condition thereof. Licensee accepts the Premises in the present state and condition and waives any and all demand upon the County for alteration, repair, or improvement thereof. All betterments to the Premises shall become the property of County upon the termination of this License.

21. **COUNTY LOBBYIST ORDINANCE:** Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which Licensor may terminate or suspend this License.

22. **TRANSFER OF TITLE/PARK CLOSURE:** In the event Licensor transfers title of the Park and the licensed Premises to a newly-formed or existing governmental agency, this License shall be terminated on the date of said transfer to such agency, unless that agency agrees to assume this License. Licensor agrees to use its best efforts to obtain said assignment in the event Licensor transfers title of the Park to a newly–formed or existing governmental agency. In the event Licensor closes the Park this License shall terminate upon the effective date of such closure. Licensor shall provide written notice to Licensee immediately upon any consideration by the Licensor of the possibility of transferring or closing the Park. Licensor shall provide Licensee with as much prior written notice of any such transfer or closure of the Park as reasonably possible before the effective date of any such transfer or closure.

/

/

(Signature Page Follows)

LICENSEE:

CITY OF ARCADIA

By: _____
Donald Penman, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Stephen P. Deitsch
City Attorney

Who hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License.

Pursuant to Section 2.26.140B (3) of the Los Angeles County Code, this License has been executed on behalf of the County of Los Angeles by the Director of Parks and Recreation on the _____day of _____, 2012. Upon approval, a fully executed License bearing original signatures will be mailed to Licensee.

LICENSOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

By: _____
Russ Guiney, Director
Department of Parks and Recreation

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By: _____
Christina A. Salseda
Principal Deputy County Counsel

EXHIBIT "E"

City of Arcadia
Development Services Department
Engineer's Work Estimate

Project	Cost Estimate		
	Job No.		Work at the Arcadia County Park
To Date	7-Jul-11		

Esimate for Work on Land proposed purchase from the County

Item No.	Quantity	Item	Unit Cost	Amount
1	LS	Mobilization	$2,000.00	$2,000.00
2	LS	Clear & Grub	$15,000.00	$15,000.00
3	LS	Survey	$1,500.00	$1,500.00
4	LS	Grading	$3,500.00	$3,500.00
5	3 EA	Remove Trees	$600.00	$1,800.00
6	350 LF	Curb & Gutter	$15.00	$5,250.00
7	2500 SF	Sidewalk	$5.00	$12,500.00
8	1 EA	Curb Ramp	$2,500.00	$2,500.00
9	80 Tons	Asphalt Concrete	$95.00	$7,600.00
			Subtotal	$51,650.00

Subtotal	$51,650.00
10% Contingency	$5,165.00
Construction Costs	$56,815.00
PS & E	$10,000.00
Construction Eng	$2,500.00
Subtotal	$12,500.00
Grand Total	$69,315.00

Esimate for Work proposed to remain under the ownership of LACo

Item No.	Quantity	Item	Unit Cost	Amount
1	LS	Mobilization	$1,500.00	$1,500.00
2	LS	Clear & Grub	$6,000.00	$6,000.00
3	LS	Grading	$2,000.00	$2,000.00
4	LS	Repair Irrigation	$5,000.00	$5,000.00
5	LS	Repair Landscaping	$3,500.00	$3,500.00
6	6 EA	Plant New 36" Box Trees	$1,000.00	$6,000.00
7	1000 SF	New Sidewalk	$5.00	$5,000.00
			Subtotal	$29,000.00

Subtotal	$29,000.00
10% Contingency	$2,900.00
Construction Costs	$31,900.00
PS & E	$5,000.00
Construction Eng	$2,500.00
Subtotal	$7,500.00
Grand Total	$39,400.00

Attachment 3

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
City of Arcadia
240 West Huntington Drive
Arcadia, CA 91007
Attention: Philip Wray

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 5775-024-916 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

City of Arcadia ("Buyer")

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the City of Arcadia, County of Los Angeles, State of California and is more particularly described in the attached Exhibit A and Exhibit B which are incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The condition that Buyer will cause to be constructed the improvements required by Seller in accordance with the License Agreement issued by the County of Los Angeles Department of Parks and Recreation on _____, 2012 and the Sale and Purchase Agreement executed by the Board of Supervisors on February 28, 2012. If any of the improvements have not been completed by Buyer and approved in writing by the Los Angeles County Department of Parks and Recreation within two (2) years from the commencement date of said License Agreement, Seller shall have the right to reimbursement of the full estimated amount of the cost of the improvements as stated in Section 6.0 of the Sale and Purchase Agreement.

Dated 2-28-2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Board of Supervisors

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By Rachelle Smitherman, Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF ARCADIA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BEING THAT PORTION OF THE SOUTHERN PAFICIC RAIL RAILROAD RIGHT-OF-WAY ABUTTING THE WESTERLY SIDE OF LOT 4 OF TRACT NO. 949, AS SHOWN BY MAP ON FILE IN BOOK 17, PAGE 13 OF MAPS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE (30 FOOT HALF-WIDTH AS SHOWN ON A RECORD OF SURVEY ON FILE IN BOOK 205, PAGES 21 AND 22 OF RECORDS OF SURVEY, RECORDS OF SAID LOS ANGELES COUNTY), ALSO BEING THE WESTERLY BOUNDARY OF SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (50 FOOT HALF-WIDTH AS SHOWN ON SAID RECORD OF SURVEY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 89°07'42" EAST 51.14 FEET TO THE EASTERLY BOUNDARY OF SAID SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 71°37'24" WEST 50.13 FEET TO A LINE PARALLEL WITH AND 12 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES, SAID EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE; THENCE ALONG SAID PARALLEL LINE SOUTH 37°40'03" WEST 383.13 FEET; THENCE NORTH 52°19'57" WEST 12.00 FEET TO SAID EASTERLY RIGHT-OF-WAY OF EAST BRANCH HUNTINGTON DRIVE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 37°40'03" EAST 392.84' TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5,041 SQUARE FEET (0.1157 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

Richard C. Maher 11/14/11

RICHARD C. MAHER, P.L.S. 7564 DATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 28th day of February, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

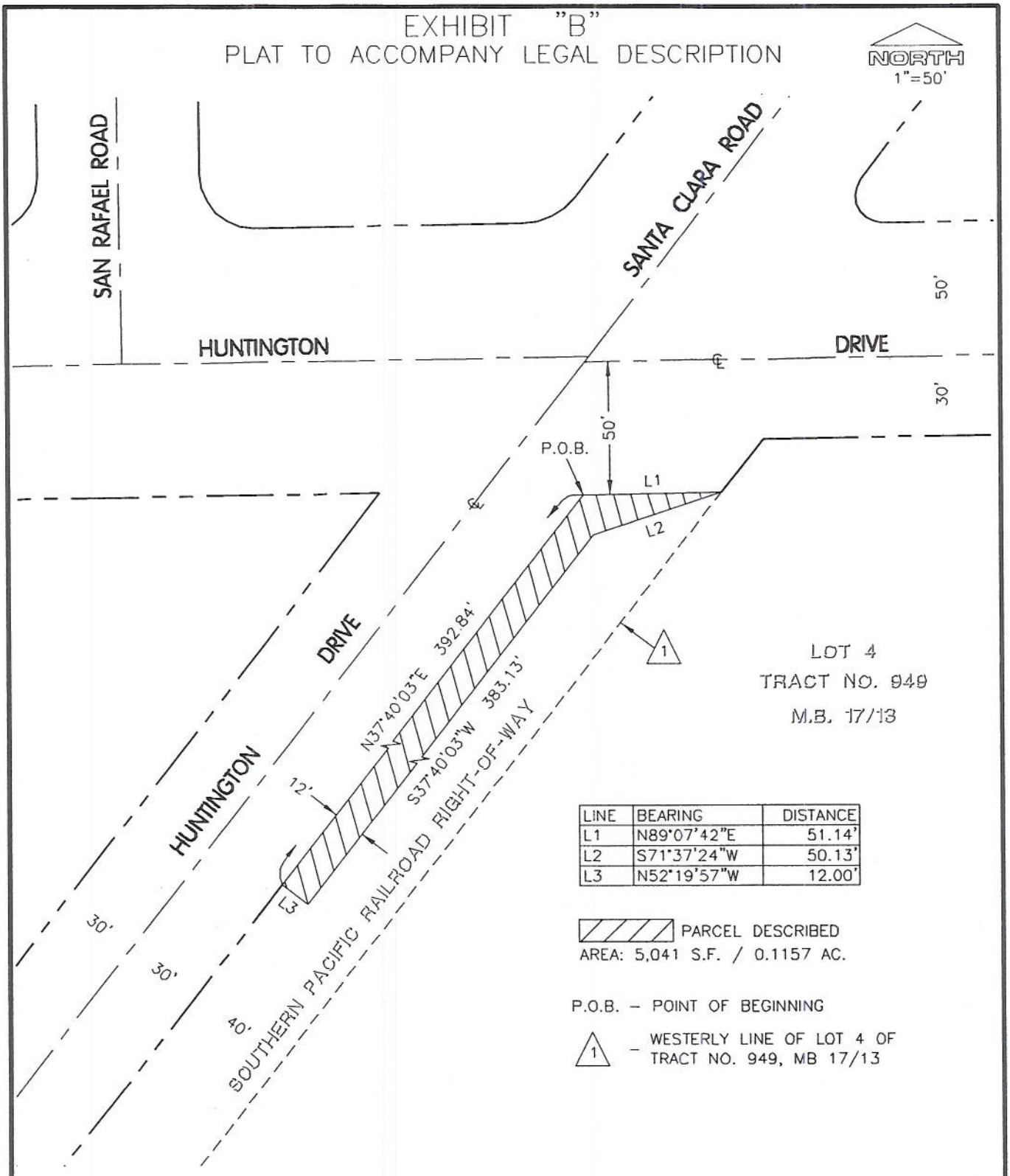
SACHI A. HAMAI, Executive Officer-Clerk of the
Board of Supervisors, County of Los Angeles

By Rachelle Smitherman
DEPUTY

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Amy M. Caves
Senior Deputy

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LINE	BEARING	DISTANCE
L1	N89°07'42"E	51.14'
L2	S71°37'24"W	50.13'
L3	N52°19'57"W	12.00'

PARCEL DESCRIBED
AREA: 5,041 S.F. / 0.1157 AC.

P.O.B. – POINT OF BEGINNING

1 – WESTERLY LINE OF LOT 4 OF TRACT NO. 949, MB 17/13

KDM Meridian
22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

Attachment 4

Standard Conditions, Mitigation Monitoring and Reporting Program

Huntington Drive Capacity Improvements

This Standard Conditions, Mitigation and Monitoring Program (MMRP) for the Huntington Drive Capacity Improvements project, has been prepared pursuant to the California Environmental Quality Act (CEQA – Public Resources Code, Section 21000 et seq.), the CEQA Guidelines (Cal. Code Regs., Title 14, Chapter 3, Sections 15074 and 15097) and the City of Arcadia CEQA Guidelines. A master copy of this MMRP shall be kept in the Planning Services office and shall be available for viewing upon request.

This program also includes Standard Conditions (SC). They are existing regulations that are imposed by the City, County, State, federal agencies or special districts and compliance with these regulations is largely the responsibility of the project applicant/developer. The SCs are not considered as mitigation measures under CEQA. Rather, they are expected to be implemented as a matter of course by the City and other regulatory agencies.

Where mitigation measures are required, CEQA law requires the preparation of a mitigation monitoring and reporting program (MMRP) to monitor the implementation of mitigation measures. The mitigation measures identified in the MMRP has been developed in sufficient detail to provide the necessary information to identify the party or parties responsible for carrying out the mitigation measure, when the mitigation will be implemented, and who will verify that the mitigation has been implemented.

The proposed project will reconstruct/widen Huntington Drive between Colorado Place and Santa Anita Avenue with the following improvements:

1. *A third travel lane in westbound Huntington Drive at Colorado Place.*
2. *A right turn lane in northbound Huntington Drive to eastbound Huntington Drive at the Santa Clara Street intersection.*
3. *Second left turn lanes on both northbound and southbound Santa Anita Avenue.*
4. *Reconstruction of the median islands and redesign of the merge lanes along Huntington Drive between Colorado Place and Santa Anita Avenue at the intersections of Huntington Drive/Colorado Place and Huntington Drive/Santa Anita Avenue.*
5. *Modify traffic signals at the three intersections as necessary to upgrade the equipment and to accommodate the additional lanes.*
6. *The City will replace all parkway amenities that are removed, i.e. sidewalks, curb, ramps, etc. as part of this project.*
7. *Two trees will be replaced for every tree removed.*
8. *The City will install "STOP" signs at both County Park parking lot exits onto Huntington Drive.*
9. *The City will install a sidewalk where sidewalk is currently lacking between the last parking stall and the northerly parking lot exit.*
10. *The City will protect the existing "Arcadia County Park" sign near the corner of Huntington Drive and Santa Clara Street, and the City will replace all the landscaping around the sign.*

To accommodate these improvements, a right-of-way acquisition is necessary from Los Angeles County for an approximately 12' wide by 410' long strip of property along the northwest corner of the Arcadia County Park at 405 S. Santa Anita Avenue.

This MMRP includes mitigation measures in the Mitigation Monitoring and Reporting Matrix on the following pages that correspond to the final Mitigated Negative Declaration (MND) for the project. The matrix lists each mitigation measure by environmental topic and indicates the frequency of monitoring and the responsible monitoring entity. Mitigation measures may be shown in submittals and may be checked only once, or they may require monitoring periodically during and/or after construction and grading. Once a mitigation measure is complete, the responsible monitoring entity shall date and initial the corresponding cell and comment on the effectiveness of the mitigation measure. Wherever the term "project applicant" is used in the MMRP, it shall be deemed to include each and all successors in interest of the project applicant.

Standard Conditions, Mitigation Monitoring and Reporting Program Matrix

Huntington Drive Capacity Improvements

Standard Conditions (SC) and Mitigation Measures (MM)	Mitigation Monitoring Timing	Responsible Monitoring Entity	Mitigation Measure Complete?	Effectiveness
Section 1 – Aesthetics				
SC 1.c The City will protect the "Arcadia County Park" sign in place at the corner of Huntington Dr. and Santa Clara St. The City will replace all the landscaping around the sign.	Following completion of grading and construction activity and prior to final inspection	Engineering Services and Public Works Services Department		
Section 4 – Biological Resources				
SC 4.d If project related site disturbance occurs during the core nesting period (March 1 through September 15), a qualified biologist shall perform a preconstruction breeding/nesting bird survey. The survey shall be completed no more than seven days prior to the initiation of clearance/construction work. If breeding/nesting birds are located within 300 feet of the limits of disturbance, a 300-foot buffer shall be flagged around the nest and no project activities shall occur within the area until the nest has been determined to no longer be active.	Prior to construction and grading	Engineering Services and Public Works Services Department		
MM 4.e The City shall plant two trees for every tree removed as a result of the street widening.	Following completion of grading and construction activity and prior to final inspection	Engineering Services and Public Works Services Department		
Section 5 – Cultural Resources				
SC5.b If buried cultural materials are encountered during earthmoving operations associated with the project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.	Duration of grading and construction	Engineering Services and Public Works Services Department		
SC 5.c Should any construction activity encounter any paleontological resources, all work in the area would cease and a qualified paleontologist or	Duration of grading and construction	Engineering Services and Public Works Services		

Standard Conditions (SC) and Mitigation Measures (MM)		Mitigation Monitoring Timing	Responsible Monitoring Entity	Mitigation Measure Complete?	Effectiveness
	geologist shall be retained by the development sponsor to assess the significance of the find, make recommendations, and prepare appropriate field documentation.		Department		
SC 5.d	If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.	Duration of grading and construction	Engineering Services and Public Works Services Department		
Section 6 – Geology and Soils					
SC 6.b	Soil compaction testing shall be conducted before the road construction occurs.	Prior to construction	Engineering Services and Public Works Services Department		
Section 16 – Transportation/Traffic					
SC 16.d-1	The City will replace all parkway amenities that are removed, i.e. sidewalks curb ramps etc. as part of this project.	Following completion of grading and construction activity and prior to final inspection	Engineering Services and Public Works Services Department		
SC 16.d-2	The City will install "STOP" signs at both parking lot exits onto Huntington Dr.	Following completion of grading and	Engineering Services and Public Works		

Standard Conditions (SC) and Mitigation Measures (MM)	Mitigation Monitoring Timing	Responsible Monitoring Entity	Mitigation Measure Complete?	Effectiveness
	construction activity and prior to final inspection	Services Department		
SC 16.d-3 The City will install a sidewalk where there is currently a gap between the last parking stall and the northerly parking lot exit.	Following completion of grading and construction activity and prior to final inspection	Engineering Services and Public Works Services Department		

CITY OF ARCADIA

240 WEST HUNTINGTON DRIVE
ARCADIA, CA 91007

INITIAL STUDY

1. **Project Title:**

   Huntington Drive Capacity Improvements

2. **Lead Agency Name and Address:**

   City of Arcadia
   Development Services Department
   Community Development Division / Planning Services
   240 West Huntington Drive – Post Office Box 60021
   Arcadia, CA 91066-6021

3. **Contact Person and Phone Number:**

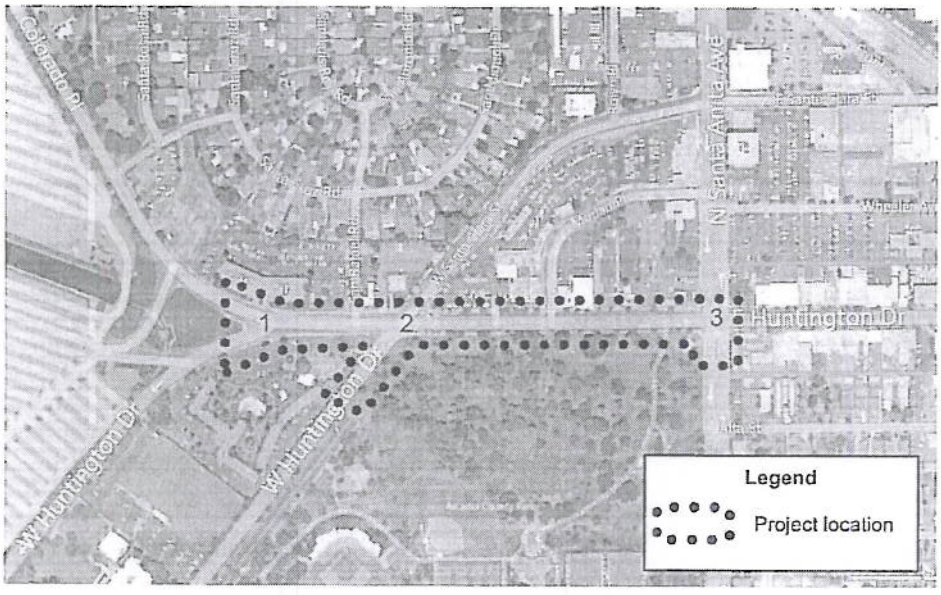
   Mr. Phil Wray, Deputy Development Services Director/ City Engineer
   Phone (626) 574-5411
   Fax (626) 447-7866

4. **Project Location:**

   West Huntington Drive; from Santa Anita Avenue to Colorado Place, and the following intersections (see Figure 1, Project Location):

   1. *Huntington Drive and Colorado Place*
   2. *Huntington Drive and Santa Clara Street*
   3. *Huntington Drive and Santa Anita Avenue*

Figure 1: Project Location



5. Project Sponsor's Name and Address:

City of Arcadia, Development Services Department / Engineering Division
240 West Huntington Drive – Post Office Box 60021
Arcadia, CA 91066-6021

6. General Plan Designation:

The project is to improve public streets and intersections that are not designated in the General Plan for land use development. The surrounding properties, with the exception of the Arcadia Community Regional Park (Arcadia Park or County Park) to the south of the subject site, are designated for Commercial Uses, with a Downtown Overlay. An approximately 12' wide by 410' long strip of property (5,041 square feet) strip of the County Park will be acquired as part of the project, and it has a land use designation of Open Space – Outdoor Recreation.

7. Zoning Classification:

The project is to improve public streets and intersections that are not zoned for land use development. The portion of the County Park to be acquired for the project is zoned S-2, Public Purpose and will become part of the Huntington Drive public right-of-way.

8. Description of Project:
(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheet(s) if necessary.)

This project will widen and reconstruct Huntington Drive between Colorado Place and Santa Anita Avenue with the following improvements:

1. *A third travel lane in westbound Huntington Drive at Colorado Place.*
2. *A right turn lane in northbound Huntington Drive to eastbound Huntington Drive at the Santa Clara Street intersection.*
3. *Second left turn lanes on both northbound and southbound Santa Anita Avenue.*
4. *Reconstruction of the median islands and redesign of the merge lanes along Huntington Drive between Colorado Place and Santa Anita Avenue at the intersections of Huntington Drive/Colorado Place and Huntington Drive/Santa Anita Avenue.*
5. *Modify traffic signals at the three intersections as necessary to upgrade the equipment and to accommodate the additional lanes.*
6. *The City will replace all parkway amenities that are removed, i.e. sidewalks, curb, ramps, etc. as part of this project.*
7. *Two trees will be replaced for every tree removed.*
8. *The City will install "STOP" signs at both Arcadia Park parking lot exits onto Huntington Drive.*
9. *The City will install an ADA compliant sidewalk where sidewalk is currently lacking between the last parking stall and the northerly parking lot exit.*
10. *The City will protect the existing "Arcadia Park" sign near the corner of Huntington Drive and Santa Clara Street, and the City will replace all the landscaping around the sign.*

To accommodate these improvements, a land acquisition is necessary from Los Angeles County to widen the Huntington Drive right-of-way for an approximately 12' wide by 410' long strip of property (5,041 square feet) along the north side of the Arcadia County Park at 405 S. Santa Anita Avenue.

9. **Surrounding Land Uses and Setting:**
(Briefly describe the project's surroundings.)

The portion of Huntington Drive to be widened and improved is located in a commercial area in the Arcadia Redevelopment Project Area. The surrounding uses consist of restaurants, a car dealership, Santa Anita Race Track, Arcadia Community Regional Park, general commercial office and retail uses, and medical offices.

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

The land acquisition required to widen the Huntington Drive right-of-way must be approved by the Los Angeles County Board of Supervisors after holding a public hearing because the subject land is a portion of the Arcadia Community Regional Park (County) . Consequently, the County and the City must comply with the requirements of the Public Park Preservation Act. In addition, the City must obtain an access permit and license agreement from the Los Angeles County Department of Parks and Recreation to perform the following work related to the project on Arcadia Park property: the removal of three (3) trees; minor grading; construction of a new connecting ADA-compliant sidewalk to parking lot's sidewalk; installation of two stop signs at two parking lot exits; adjustment of driveway grades; relocation and adjustment of irrigation; replanting of sod within work zone; and final planting of six (6) new trees (minimum 36 inch box trees). The Los Angeles County Metropolitan Transportation Authority is providing a majority of the funding for this project.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology / Soils
☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials	☐ Hydrology / Water Quality
☐ Land Use / Planning	☐ Mineral Resources	☐ Noise
☐ Population / Housing	☐ Public Services	☐ Recreation
☐ Transportation / Traffic	☐ Utilities / Service Systems	☐ Mandatory Findings of Significance

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

/s/ _____ November 10, 2011
Signature Date

Thomas Li, Associate Planner For: Phil Wray, Deputy Development Services Director/ City Engineer
Printed Name

EVALUATION OF ENVIRONMENTAL IMPACTS:

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analyses Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources. A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The explanation of each issue should identify:

a) the significance criteria or threshold, if any, used to evaluate each question; and

b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
1. **AESTHETICS** – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒

The project site is within an urbanized area in Arcadia's Central Business District area. The topography of the project site and surrounding area is flat with no substantial topographical variation. There are no adjacent properties where a potential scenic vista would be obstructed. Furthermore, the proposal is to reconstruct and widen Huntington Drive to improve traffic flow; no structures will be constructed to cause a visual obstruction. Therefore, there will be no impacts to any scenic vistas.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?	☐	☐	☒	☐

There are no designated scenic highways within the City of Arcadia. The nearest designated State scenic highway is the Angeles Crest Highway approximately 15 miles away. Therefore, there will be no impacts to state scenic resources. At least three trees at the Arcadia County Park will be removed for this project, but they will be replaced at a minimum two to one ratio, and they are not within a State scenic highway. The area from which the trees will be removed is relatively heavily wooded for an urban area and the removal of even several trees would not impact the setting of this part of the Arcadia County Park. No buildings will be impacted by this proposal.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐

No structures will be constructed to alter the visual character or quality of the site and its surroundings. There is an existing "Arcadia County Park" sign adjacent to the project area at the corner of Huntington Drive and Santa Clara Street. Any damage to the sign or the landscaping around the sign would potentially degrade the visual character or quality of the site. The City must follow the standard condition below to protect and enhance the aesthetic value of the sign.

SC 1.c The City will protect the "Arcadia County Park" sign in place at the corner of Huntington Dr. and Santa Clara St. The City will replace all the landscaping around the sign.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

The project will relocate existing street lights and traffic signals to accommodate the street widening. No new lights are to be provided; so there will not be any new source of substantial light or glare.

2. **AGRICULTURE AND FOREST RESOURCES** - Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) to non-agricultural use? (The Farmland Mapping and Monitoring Program in the California Resources Agency to non-agricultural use?	☐	☐	☐	☒

The City of Arcadia is a developed urban area and contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, the project would not convert farmland to non-agricultural use.

b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

There is no agricultural use zoning or a Williamson Act contract in the City of Arcadia. Therefore, the proposed project would not have the above impacts.

c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? ☐ ☐ ☐ ☒

The City of Arcadia has no timberland or Timberland Production land and has no land zoned for forest land. There is no farmland in the City of Arcadia, and the project will not convert farmland to non-agricultural use.

d) Result in the loss of forest land or conversion of forest land to non-forest use? ☐ ☐ ☐ ☒

The City of Arcadia is a developed urban area, and has no forest land to be converted to non-forest use.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? ☐ ☐ ☐ ☒

There is no farmland in the City of Arcadia. Therefore, the project would not convert farmland to non-agricultural use.

3. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan? ☐ ☐ ☐ ☒

The City of Arcadia is located within the South Coast Air Basin (SCAB), which includes Los Angeles and Orange Counties, and portions of Riverside and San Bernardino Counties. The air quality in the SCAB is managed by the South Coast Air Quality Management District (SCAQMD), which funded the development of the West San Gabriel Valley Air Quality Plan. In 1993, the City of Arcadia adopted Resolution 5725, accepting the principles of the plan and agreeing to use the plan in the development of a local air quality program. Such a program is promoted through different approaches as outlined in the Resource Sustainability Element Chapter of the City's General Plan.

The proposal is to reconstruct and widen Huntington Drive at three intersections, and does not include uses that are cited by SCAQMD as a sensitive receptor. The project will not result in any increase in developments and uses. The surrounding land uses of the subject site will remain consistent with the growth expectations for the region, and would not have any impacts that conflict with or obstruct implementation of the applicable air quality plan.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? ☐ ☐ ☐ ☒

The South Coast Air Basin (SCAB) continues the trend of long-term improvement in air quality and air quality measurements within this region are better than both the State and Federal air quality standards on a regular basis. In Arcadia, local air quality problems are largely the result of pollutants upwind of the city. The project is to reconstruct and widen Huntington Drive, which is consistent with one of the City's goals to improve the efficiency of the City's circulation system and reduce vehicle emissions. The project will not violate any air quality standard or contribute to an existing or projected air quality violation.

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒

The South Coast Air Basin (SCAB) is a non-attainment area for Ozone (O_3), Fine Particulate Matter ($PM_{2.5}$), Respirable Particulate Matter (PM_{10}), and Carbon Monoxide (CO), and is in a maintenance area for Nitrogen Dioxide (NO_2). The project will not result in a cumulatively considerable net increase of any criteria pollutant as the project will not increase the intensity of the existing and approved land uses of the area.

d)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒

The SCAQMD Air Quality Guidance Document lists schools, hospitals, and residences as sensitive receptors. To a limited degree, there are sensitive receptors near the project site. The Methodist Hospital is located approximately 2,000 feet to the southwest of the project site; the nearest schools are Barnhart School, Arroyo Pacific School, and First Avenue Middle School located approximately 1,500 feet, 800 feet, and 1,200 feet, respectively, from the project site; and there are single-family residences located approximately 250 feet from the project site. This project is designed to improve the traffic flow, which will reduce travel times and vehicle emissions. No unusual emissions will result from the project. Also, the project will not put sensitive receptors any closer to sources of pollutants. The allowable uses in the surrounding areas will remain consistent with the growth expectations for the region, and will not have an impact that conflicts with or obstructs implementation of the applicable air quality plan.

e)	Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

The project will be constructed using conventional methods and equipment. No unusual odors will be created.

4. **BIOLOGICAL RESOURCES** - Would the project:

a)	Have a substantial adverse impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒

In Arcadia, biological sensitive areas occur along existing creeks, upper watershed areas, existing flood control and infiltration facilities, and in natural hillside areas within the northerly portion of the city. These areas have generally been preserved as open space for public safety purposes or as wildlife habitat areas. The project site is located adjacent to existing public rights-of-way; i.e., an approximately 12-foot wide by 410-foot long (5,041 square feet) strip along the north side of the Arcadia County Park is to be acquired for street widening. The project site is not near any of the aforementioned biological resources, and is not known to contain any species identified as a candidate, sensitive, or special status species. Therefore, the project will not have the above impacts.

b)	Have a substantial adverse impact on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☐	☒

There are no designated riparian habitats or other sensitive natural communities within the City of Arcadia. The project site is located within an area that is not proximate to sensitive biological resources. Therefore, the project will not have the above impacts.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption or other means?	☐	☐	☐	☒

There are no federally protected wetlands within the City of Arcadia. The project site is not proximate to sensitive biological resources. Therefore, the project will not have the above impacts.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	☐	☐	☒	☐

There are no known native resident or migratory fish or wildlife species within the City of Arcadia. Therefore, the project will not have the above impacts.

A pre-construction survey is required for nesting species, should this project have a start time into February/March. While March is the established start time for nesting, February 1 is an accepted start time for raptor nesting, which due to the tall trees to be removed, apply to the removals.

SC 4.d If project related site disturbance occurs during the core nesting period (March 1 through September 15), a qualified biologist shall perform a preconstruction breeding/nesting bird survey. The survey shall be completed no more than seven days prior to the initiation of clearance/construction work. If breeding/nesting birds are located within 300 feet of the limits of disturbance, a 300-foot buffer shall be flagged around the nest and no project activities shall occur within the area until the nest has been determined to no longer be active.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☒	☐	☐

The City of Arcadia has an ordinance to protect oak trees within the city. The project will not conflict with that ordinance as no oak trees will be affected by the project. However, Arcadia has a general policy to preserve mature trees whenever possible. In the event that any tree is removed as a result of this project, the City will plant two trees for every tree removed. With this mitigation measure in place, the project will not have a significant impact on tree preservation policies or ordinance.

MM 4.e The City shall plant two trees for every tree removed as a result of the street widening.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

There are no adopted Habitat Conservation Plans, Natural Conservation Community Plans, or other approved habitat conservation plan within the City of Arcadia. Therefore, the project will not have the above impacts.

5. **CULTURAL RESOURCES** - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The proposed project would not cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5. Although Arcadia County Park is a historical resource, the proposed project will not directly or indirectly affect any of the ten buildings and structures that have been identified as contributing to the significance of the resource. Furthermore, the integrity of the Park area that is proposed to be altered has been previously compromised by earlier street improvement projects and there are no historic (pre-1962) features within the project area.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5? ☐ ☐ ☒ ☐

The proposed project is not anticipated to cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5. There are no known archaeological sites within the project area. Furthermore, the entire project area has been disturbed by development, including installation of a roadway and non-native landscaping with related irrigation systems. However, if buried cultural materials are encountered during earthmoving operations associated with the project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds. If the landowner rejects the recommendations of the MLD, the landowner shall rebury the remains with appropriate dignity on the property in a location that will not be subject to further subsurface disturbance (PRC Section 5097.98). Implementation of the above action would reduce significant adverse impacts to a less than significant level. No mitigation is required.

SC 5.b *If buried cultural materials are encountered during earthmoving operations associated with the project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the finds.*

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? ☐ ☐ ☒ ☐

The subject site is not known to contain any paleontological or unique geological resources. Should any construction activity encounter any such unrecorded paleontological resources, all work in the area would cease and a qualified paleontologist or geologist shall be retained by the development sponsor to assess the significance of the find, make recommendations, and prepare appropriate field documentation. Implementation of the above action would reduce potential impacts to paleontological resources to be less than significant.

SC 5.c *Should any construction activity encounter any paleontological resources, all work in the area would cease and a qualified paleontologist or geologist shall be retained by the development sponsor to assess the significance of the find, make recommendations, and prepare appropriate field documentation.*

d) Disturb any human remains, including those interred outside of formal cemeteries? ☐ ☐ ☒ ☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

There are no known human remains within the project area and none are anticipated to be found. However, if human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination as to origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Therefore, in the event that burials are discovered during any excavation activities the implementation of the above action would reduce significant adverse impacts to a less than significant level. No mitigation is required.

SC 5.d *If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.*

6.	**GEOLOGY AND SOILS** - Would the project:				
a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☐	☒
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii)	Strong seismic ground shaking?	☐	☐	☐	☒
iii)	Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv)	Landslides?	☐	☐	☐	☒

The City of Arcadia contains two local fault zones: the Raymond Hill Fault and the Sierra Madre Fault. The extremely thick alluvial deposits which underlie the seismic study area are subject to differential settlement during any intense shaking associated with seismic events. This type of seismic hazard results in damage to property when an area settles to different degrees over a relatively short distance, and almost all of this region is subject to this hazard, but building design standards do significantly reduce the potential for harm.

The project site is not located within an Alquist Priolo Study Zone area, or any other designated earthquake hazard zone; nor is it located on a hillside where landslides may occur. Since the project is for street widening and is located in a fully-developed area, the project will not have a significant impact in exposing people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, ground failure, and landslides.

b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project will not involve any activity to create unstable earth conditions. The standard condition below shall be followed in the event of unstable earth conditions discovered during construction, as further soils studies shall be conducted.

SC 6.b Soil compaction testing shall be conducted before the road construction occurs.

c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒

The City of Arcadia is located on an alluvial plain that is relatively flat and expected to be stable. The project site is a flat site and will not result in an on- or off-site landslide. The project does not include any excavation, grading or filling of any sloped areas.

d)	Be located on expansive soil as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒

The subject site consists of alluvial soil that is in the low to moderate range for expansion potential as defined in Table 18-1-B of the Uniform Building Code. The project will not have the above impact.

e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒

The subject site is in a fully-developed area that utilizes the local sewer system. Soil suitability for septic tanks or alternative waste water disposal systems is not applicable to this project.

7. **GREENHOUSE GAS EMISSIONS** - Would the project:

a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐

The proposal is a street reconstruction and widening project to improve the efficiency of the City's circulation system, which is consistent with the City's policy to improve local and regional air quality by reducing vehicle emissions. During construction, greenhouse gas (GHG) emissions will result from construction equipment, vehicle trips, and energy usage. However, emissions will be below the significance threshold of 3,000 metric tons per year established by SCAQMD.

b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	☐	☐	☐	☒

The City of Arcadia has adopted policies under the City's General Plan to reduce greenhouse gas emissions in compliance with SB 375 and AB 32, to reduce greenhouse gas emissions to 1990 levels by 2020, and 80% below 1990 levels by 2050. The proposed street reconstruction and widening project is designed to improve the traffic flow on Huntington Drive and at major intersections, which will reduce travel times and vehicle emissions. The project will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases.

8. **HAZARDS AND HAZARDOUS MATERIALS** - Would the project:

a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project does not include the routine transport, use or disposal of hazardous materials, and will not have the above impact.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? ☐ ☐ ☐ ☒

The project does not involve the use of hazardous materials and will not create the potential for a significant hazard to the public or the potential release of hazardous materials into the environment.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school? ☐ ☐ ☐ ☒

Within one-quarter mile of the project site are a college preparatory school (Arroyo Pacific Academy) and First Avenue Middle School. However, the project does not involve the use of hazardous materials and would not emit hazardous materials, substances, or waste, and therefore will not have this impact.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? ☐ ☐ ☐ ☒

The subject site is not included on a list of hazardous material sites and will not create a significant hazard to the public or the environment.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? ☐ ☐ ☐ ☒

The subject site is not located within an airport land use plan or within two miles of a public airport or public use airport. Therefore, there would not be any airport related safety hazards for people residing or working at the subject site.

f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? ☐ ☐ ☐ ☒

There is no private airstrip near the project site, and the project will not have any impact on the since the subject proposal is a street reconstruction and widening project to improve traffic flow. It would not change the uses of the surrounding site and would not result in a safety hazard for people in the project area.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? ☐ ☐ ☐ ☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The City's Fire Department coordinates emergency operations and manages the Emergency Operations Center (EOC), a central command post to manage emergency response. As part of its emergency planning and response program, the City identified "critical facilities" that serve an essential or important function in disaster situations and/or contain concentrations of population. These are places from which emergency operations and response can be conducted. Several of these facilities are within close proximity to the subject site. By reconstructing and widening the subject portion of Huntington Drive to improve traffic flow, the project would improve access to these facilities. Therefore, the project would not negatively impact the adopted emergency response plan or evacuation plan.

h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

California's Public Resource Code and Government Code 51175-89 directed the California Department of Forestry and Fire Protection (CAL Fire) to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. CAL Fire created a mapping system that identifies Fire Hazard Zones, and has created a map showing areas that are considered to be Very High Fire Hazards Zones in Arcadia. The map has been officially adopted by the City, and the City has targeted these areas to implement stringent wildland fire mitigation strategies. The subject site does not fall within any fire hazard zones, and is not within close proximity to any wildlands and will not have the above impact.

9. HYDROLOGY AND WATER QUALITY - Would the project:

a)	During project construction, will it create or contribute runoff water that would violate any water quality standards or waste discharge requirements, including the terms of the City's municipal separate stormwater sewer system permit?	☐	☐	☐	☒

The Clean Water Act provides control over urban runoff and storm water discharges through the National Pollutant Discharge Elimination System (NPDES). The NPDES permit protects public health and aquatic life. At the local level, cities must ensure provision of vegetated swales, buffers, and infiltration areas in new development projects. Additional approaches include designing sidewalks, roads, and driveways utilizing alternative materials to minimize impervious surfaces. The NPDES permit program controls water pollution by regulating point sources that discharge pollutants. For Arcadia, the NPDES permit is issued by the Regional Water Quality Control Board, Los Angeles Region. The NPDES program coordinates the actions of all incorporated cities within this region (except Long Beach) and Los Angeles County to regulate and control storm water and urban runoff into Los Angeles County waterways and the ocean.

In support of the NPDES permit and the obligation to keep waterways clean by reducing or eliminating contaminants from storm water and dry weather runoff, the City is required to implement the most effective combination of best management practices for storm water/urban runoff pollution control. The City has a storm water education program, an aggressive inspection team that issues notices of violation for water quality violations, and requires the use of best management practices in residential, commercial, and development-related activities to reduce runoff. The project is subject to NPDES requirements to ensure compliance with the water quality standards and waste discharge requirements, and therefore will not have the above impact. A Stormwater Pollution Prevention Plan (SWPPP) will be prepared for project construction.

b)	After the project is completed, will it create or contribute runoff water that would violate any water quality standards or waste discharge requirements, including the terms of the City's municipal separate stormwater sewer system permit?	☐	☐	☐	☒

The project is subject to NPDES requirements and will be designed and constructed to ensure compliance with the water quality standards and waste discharge requirements, and will not have this impact.

c)	Provide substantial additional sources of polluted runoff from	☐	☐	☐	☒

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
	delivery areas; loading docks; other areas where materials are stored, vehicles or equipment are fueled or maintained, waste is handled, or hazardous materials are handled or delivered; other outdoor work areas; or other sources?				

The project is to reconstruct and widen an existing roadway and intersections, and will be designed and constructed so as not to provide additional sources of polluted runoff from parking lots, delivery areas, loading docks, etc., and will not have this impact.

d)	Discharge stormwater so that one or more beneficial uses of receiving waters or areas that provide water quality benefit are impaired? Beneficial uses include commercial and sportfishing; shellfish harvesting; provision of freshwater, estuarine, wetland, marine, wildlife or biological habitat; water contact or non-contact recreation; municipal and domestic supply; agricultural supply; and groundwater recharge.	☐	☐	☐	☒
e)	Discharge stormwater so that significant harm is caused to the biological integrity of waterways or water bodies?	☐	☐	☐	☒
f)	Violate any other water quality standards or waste discharge requirements?	☐	☐	☐	☒

The project will comply with NPDES requirements to ensure that no water quality standards or waste discharge requirements are violated. The project will not have this impact.

g)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow. The project will not affect or deplete groundwater supplies or interfere with groundwater recharge as there will be no increase in the intensity of land uses. The widened roadway will reduce the permeable area of the project site. However, the impact will be insignificant since it is a small area that is currently part of a County Park and will not deplete groundwater supplies or significantly interfere with groundwater recharge.

h)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow. The project will not alter existing drainage patterns and will not result in substantial erosion or siltation on- or off-site. The project will not have this impact.

i)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow. The project will not alter existing drainage patterns and will not increase the rate or amount of surface runoff and will not result in flooding on- or off-site. The project will not have this impact.

j) Significantly increase erosion, either on or off-site? ☐ ☐ ☐ ☒

The project is located in a fully-developed area and will be constructed to prevent on and off-site erosion. The project will not have this impact.

k) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems? ☐ ☐ ☐ ☒

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow. The project will not create or contribute runoff water and will not affect the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.

l) Significantly alter the flow velocity or volume of stormwater runoff in a manner that results in environmental harm? ☐ ☐ ☐ ☒

The project will comply with NPDES requirements and will be designed so as not to cause significant alteration of any flow velocity or volume of storm water runoff, and will avoid any such environmental harm.

m) Otherwise substantially degrade water quality? ☐ ☐ ☐ ☒

Runoff from streets, parking areas, and other developed lands often carry some level of pollutants. However, The project is subject to all NPDES requirements to ensure protection of water quality.

n) Place housing within a 100-year flood hazard area, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? ☐ ☐ ☐ ☒

A series of flood control channels within the city convey storm water to regional facilities to the south. Due to this system, there are currently no areas within the City that are within a 100-year floodplain. The subject site is within the Santa Anita Dam Inundation Zone. Dam failure may be caused by a seismic event or an unprecedented intense storm that lasts over an extended period of time. Such an event could lead to the inundation of the subject site but is highly unlikely to occur. The project site does not have any housing and will not place any housing in a flood hazard area and therefore will not have the above impact.

o) Place within a 100-year floodplain structures which would impede or redirect flood flows? ☐ ☐ ☐ ☒

As discussed above, there are currently no areas within the City that are within a 100-year floodplain. Also, no structures are proposed, and the project will not diminish, impede or redirect flood flow.

p) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? ☐ ☐ ☐ ☒

As mentioned, the subject site is within the Santa Anita Dam Inundation Zone. Dam failure could be caused by a seismic event or intense storm that lasts over an extended period of time. Such an event could lead to the inundation of the subject site, but is highly unlikely to occur, and therefore, will not expose people to a significant risk of loss, injury or death involving flooding.

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
q)	Expose people or structures to inundation by seiche, tsunami or mudflow?	☐	☐	☐	☒

The City of Arcadia is not located near any large inland bodies of water or the Pacific Ocean and will not be inundated by a seiche or tsunami. The subject site is on a flat alluvial plain that will not generate a mudflow.

10. **LAND USE AND PLANNING** - Would the project:

a)	Physically divide an established community?	☐	☐	☐	☒

The subject site is a fully-developed area located in the Arcadia Redevelopment Project Area; the surrounding uses consist of restaurants, a car dealership, Santa Anita Race Track, Arcadia County Park, and general commercial office, retail and medical uses. The subject proposal is to reconstruct and widen a roadway and intersections to improve traffic flow and access to and from the area, and would not physically divide an established community.

b)	Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

The project is to reconstruct and widen public roadways and will not conflict with any applicable land use plan, policy, or regulations.

c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

There is no habitat conservation plan or natural community conservation plan on the subject site. Therefore, the project could not conflict with such plans.

11. **MINERAL RESOURCES** - Would the project:

a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒

There are no known mineral resources on the subject site that would be of value to the region and the residents of the state.

b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

The subject site is not designated in the General Plan as a mineral resource recovery site. Therefore, the proposal would not have the above impact.

12. **NOISE** - Would the project result in:

a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow at three intersections. There may be short term noise impacts resulting from construction. However, the construction must comply with the City's noise ordinance, and construction is limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday.

b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow at three intersections and will not increase noise levels as the use is to remain the same. Construction will be performed so as not to generate excessive groundborne vibration or groundborne noise levels.

c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒

The project is to reconstruct and widen an existing roadway to improve traffic flow and will not increase noise levels as the uses are to remain the same. Therefore, there is no substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.

d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒

The project is a roadway improvement project and will accommodate and enhance the existing and approved uses proximate to the subject site and will not increase noise levels. There will be no permanent increase in ambient noise levels in the project vicinity.

e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

The subject site is not located within an airport land use plan or within two miles of a public airport or public use airport.

f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

There is no private airstrip near the project site. The project would not change the uses of the surrounding site and would not impact the noise levels for people residing or working in the project area.

13. **POPULATION AND HOUSING** - Would the project:

a)	Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒

The project is to reconstruct and widen an existing roadway to improve traffic flow in a fully-developed area. It will not induce substantial population growth.

b)	Displace substantial numbers of existing housing, necessitating	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
the construction of replacement housing elsewhere?				

There is no permanent housing on the subject site.

c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

There are no residents on the subject site.

14. **PUBLIC SERVICES** – Would the project:

a)	Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
	Fire protection?	☐	☐	☐	☒
	Police protection?	☐	☐	☐	☒
	Schools?	☐	☐	☐	☒
	Parks?	☐	☐	☒	☐
	Other public facilities?	☐	☐	☐	☒

The project is to reconstruct and widen a portion of an existing roadway (Huntington Drive) to improve traffic flow at three intersections. It will not cause substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities. A small portion of the Arcadia County Park will be acquired for additional right-of-way. However, the project will not cause significant adverse physical impacts to the use of the park.

15. **RECREATION** – Would the project:

a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒

The subject proposal is adjacent to and includes a portion of the Arcadia County Park. The project will reconstruct and widen the roadway (Huntington Drive) at three intersections. The project is designed to improve traffic flow. The improvements will reduce traffic delays at the intersections, but will not directly promote the use of existing neighborhood and regional parks or other recreational facilities to cause substantial physical deterioration of the facility.

b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?	☐	☐	☐	☒

The project requires the acquisition from Los Angeles County of an approximately 12' wide by 410' long strip of property along the northern edge of the Arcadia County Park at 405 S. Santa Anita Avenue, which is a public park zoned for Public Purpose (S-2), but it will not require the construction or expansion of recreational facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
16. TRANSPORTATION/TRAFFIC - Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒

Huntington Drive is considered one of the principal travel corridors in the City of Arcadia with up to eight lanes of traffic. This particular section of Huntington Drive has four to six lanes. A traffic analysis was conducted in 2010 to study the capacity of the subject intersections under current conditions and 2030 base conditions, and future conditions with potential improvements under the proposed project. The analysis concluded that the subject intersections will have a reduced Level of Service (LOS) by the year 2030. During weekday peak hours, the intersection of Huntington Drive and Colorado Place would experience a reduction from LOS B to C; Santa Clara Street and Huntington Drive would worsen from LOS C to D; and Santa Anita Avenue and Huntington Drive would worsen from LOS D to E.

With the subject improvements, the intersection of Huntington Drive and Colorado Place would have LOS A during the a.m. peak hour, and LOS C during the p.m. peak hour; Santa Clara Street and Huntington Drive would have LOS B during the a.m. peak hour, and LOS C during the p.m. peak hour; and Santa Anita Avenue and Huntington Drive would have LOS E during the a.m. peak hour, and LOS D during the p.m. peak hour.

The subject proposal will improve the efficiency of the circulation system, which is consistent with the goals of the Arcadia General Plan. Therefore, the proposal would not conflict with measures of effectiveness for the performance of the circulation system.

b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒

The Los Angeles County Metropolitan Transportation Authority (MTA) adopted their most recent Congestion Management Program (CMP) in 2004. For the purposes of the CMP, a significant impact occurs when the proposed project increases traffic demand on a CMP facility by 2% of capacity (V/C = 0.02), causing LOS F (V/C > 1.00). If the facility is already at LOS F, a significant impact occurs when the proposed project increases traffic demand on a CMP facility by 2% of capacity (V/C = 0.02). As discussed in response 16.a, the subject proposal will improve the efficiency of the circulation system, and therefore does not conflict with the CMP.

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒

The proposal is to improve vehicular traffic flow and will not change air traffic patterns.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project is to reconstruct and widen an existing roadway to improve traffic flow. The design of the intersection is to promote safe and efficient traffic flow. It will not change the types of vehicles traveling on the street nor generate incompatible uses. To enhance driver safety, the City will install "STOP" signs at the two parking lot exits onto Huntington Drive that proximate the project site. Also, to enhance pedestrian safety, the City will replace all parkway amenities that are removed as part of this project, and install a sidewalk where there is currently a gap between the last parking stall and the northerly parking lot exit.

SC 16.d-1 The City will replace all parkway amenities that are removed, i.e. sidewalks curb ramps etc. as part of this project.

SC 16.d-2 The City will install "STOP" signs at both parking lot exits onto Huntington Dr.

SC 16.d-3 The City will install a sidewalk where there is currently a gap between the last parking stall and the northerly parking lot exit.

e) Result in inadequate emergency access? ☐ ☐ ☐ ☒

The project is to reconstruct and widen an existing roadway to improve traffic flow. It would result in improved emergency access to the nearby hospital and will not obstruct or reduce access to emergency services.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? ☐ ☐ ☐ ☒

The project is to reconstruct and widen an existing roadway to improve traffic flow. The City will replace the sidewalks that will be removed as a result of this project, and install sidewalks at the Arcadia County Park along Huntington Drive where there is an existing gap to improve pedestrian access; it does not eliminate public transit, bicycle, or pedestrian facilities, and will not conflict with alternative transportation opportunities.

17. **UTILITIES AND SERVICE SYSTEMS** - Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? ☐ ☐ ☐ ☒

The California Regional Water Quality Control Board, Los Angeles Region, is the local board with jurisdiction over Arcadia. This board has established the Basin Plan which (i) designates beneficial uses for surface and ground waters, (ii) sets narrative and numerical objectives that must be attained or maintained to protect the designated beneficial uses and conform to the state's anti-degradation policy, and (iii) describes implementation programs to protect all waters in the region.

The project is to reconstruct and widen an existing roadway to improve traffic flow. The project will not change the density of the uses and will not exceed the wastewater treatment requirements. Any future development is also subject to the requirements as set forth in the Basin Plan.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? ☐ ☐ ☐ ☒

The project is to reconstruct and widen an existing roadway to improve traffic flow. The project will not change the density of the uses and will not result in the need for new water or wastewater treatment facilities or expansion of existing facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒

Local Stormwater management facilities, such as the storm drains within the area roadways, are the City's responsibility, while regional facilities are the responsibility of the Los Angeles County Department of Public Works (DPW). The City municipal storm drain facilities will be maintained and improved in conformance with the City of Arcadia Drainage System Technical Memorandum.

The project is to reconstruct and widen an existing roadway to improve traffic flow. The City will relocate and replace catch basins and pipes impacted by the project. The project will not change the density of the uses and will not result in the need for new storm water drainage facilities or expansion of existing facilities.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? In making this determination, the City shall consider whether the project is subject to the water supply assessment requirements of Water Code Section 10910, et seq. (SB 610), and the requirements of Government Code Section 664737 (SB221).	☐	☐	☐	☒

The project is a roadway widening project. For the purposes of compliance with Senate Bill 610 and Senate Bill 221, the subject proposal does not qualify as a "project". A "project" means any of the following:

1) *A proposed residential development of more than 500 dwelling units.*
2) *A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.*
3) *A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.*
4) *A proposed hotel or motel, or both, having more than 500 rooms.*
5) *A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.*
6) *A mixed-use project that includes one or more of the projects specified in this subdivision.*
7) *A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.*

If a public water system has fewer than 5,000 service connections, then "project" means any proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of the public water system's existing service connections, or a mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections. The project is consistent with existing use of the subject site, and will not conflict with any applicable land use plan, policy, or regulation.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒

The project is to reconstruct and widen an existing roadway to improve traffic flow. The project will not change the density of the uses and will not increase the wastewater treatment demand. Any future development shall also be subject to the requirements as set forth in the Basin Plan.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact

The project is to reconstruct and widen an existing roadway to improve traffic flow. During construction, the contractor will be required to recycle useable material to reduce waste. The project will not change the density of the uses and will not increase the need for landfill capacity.

g) Comply with federal, state and local statues and regulations related to solid waste? ☐ ☐ ☐ ☒

The project is to reconstruct and widen an existing roadway to improve traffic flow. The project will not change the density of the uses and will not violate any federal, state or local statues and regulations relating to solid waste. Any future development shall also be subject to the requirements as set forth in the Basin Plan.

18. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? ☐ ☐ ☐ ☒

The project is consistent with the General Plan, and does not have the potential to degrade the quality of the environment. It will not reduce the habitat of a fish or wildlife species since it is located in a fully-developed area.

b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?

The subject proposal is derived from a traffic analysis based on a projected long-term deficiency. The improvements will achieve long-term environmental goals to provide a more efficient circulation system.

c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? ☐ ☐ ☐ ☒

The project is consistent with the General Plan, and will not have negative impacts on the environment; neither individually limited, nor cumulatively considerable since it is located in a fully-developed area.

d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? ☐ ☐ ☐ ☒

The project is consistent with the General Plan. The project is to reconstruct and widen an existing roadway to improve traffic flow and will not have environmental effects that will cause substantial adverse effects on human beings.