

DECLARATION OF SUSAN P. RICE

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2 I, Susan P. Rice, make the following statements based on my own personal knowledge of
3 the facts and circumstances stated herein:

4 1. I am a long-time resident of the City of San Clemente. Beginning in 1968, I lived
5 in a home located at [REDACTED] San Clemente, with my then-husband, Alan Jay Rice.

6 2. The Pacesetter Development Company was the developer that built my home as
7 part of the residential development in the City known as Rancho Margarita. The completed
8 Rancho Margarita homes were terraced at 20-foot intervals on a hillside overlooking the
9 coastline.

10 3. In the early 1970s, there was no development on the land located below Calle
11 Felicidad, where the Broadmoor community is now located. This land was previously an old
12 landslide complex with coyotes, deer and other wildlife wandering over the open brush and hills.

13 4. Because there was no development downhill, the homes on Calle Felicidad had an
14 unobstructed, clear view of the ocean and coastline, including scenic views of the Dana Point
15 Harbor and Catalina Island.

16 5. Shortly after my husband and I purchased our home, Landmark Financial Group
17 wanted to build two-story single-family residential homes on tracts located downhill from Calle
18 Felicidad.

19 6. A group of neighbors on Calle Felicidad that were concerned with protecting the
20 existing community from ill-planned developed formed a group known as the "Rancho Margarita
21 Associates". The group's objective was to prevent any negative impacts of new development on
22 their existing community.

23 7. The Rancho Margarita Associates group became well known to City officials and
24 included approximately 65 members, including myself, Alan Jay Rice, William Kerns, Fred
25 Keeler, Frank and Maryanne Dreher, Richard and Karoline Koester, Bob and Jody Dilworth,
26 Bob and Joan Kahrs, and Donald and Sally Sargent.

1 8. Our group of neighbors organized to file petitions and comment letters with the
2 Planning Commission and City Council in order to express our concerns about development of
3 the downhill tract.

4 9. Eventually, Landmark Financial Group lost its option to develop the property and
5 Broadmoor acquired the option. Broadmoor subsequently began plans to seek approvals for
6 development of the Broadmoor community, which would include 225 homes to be located on
7 tracts downhill from Calle Felicidad.

8 10. I personally attended many Planning Commission and City Council meetings
9 where City officials considered approvals for the Broadmoor community.

10 11. During the period between late 1973 and early 1974, various Broadmoor officials
11 tactfully approached every resident living on Calle Felicidad to explain their plans to build
12 homes below Calle Felicidad.

13 12. The Broadmoor representatives included: Richard B. Smith (founder), Larry
14 Lizotte (Senior Vice President), Dennis Bickler (Director of Property Acquisition and Assistant
15 Division Manager), S. Reid Gustafson (Vice President and Division Manager), R.F. Osgood
16 (Senior Vice President and Secretary), Don Corbin (architect at Morris & Lohrbach Architects),
17 and John Hazeltine.

18 13. Broadmoor knew that it needed our support in order to get the City's approval for
19 the Calle Delicada homes. There were several meetings between the Broadmoor officials and
20 the Calle Felicidad homeowners, many of which took place in our homes. Through this series of
21 meetings, many compromises were made to the satisfaction of Broadmoor and the Calle
22 Felicidad residents.

23 14. We emphasized to Broadmoor that our existing ocean and coastal views were
24 extremely valuable and needed to be preserved if any new homes were to be built.

25 15. One of the issues Broadmoor encountered was the narrow sizes of the proposed
26 Calle Delicada lots. The dimensions of Broadmoor's original plans did not comply with the
27 City's Code requirements.

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16. Broadmoor sought a solution to the insufficient lot sizes on Calle Delicada by asking individual homeowners on Calle Felicidad to give up a portion of the hillside slopes on their properties, so that depth could be added to the Calle Delicada lots. This was to be accomplished by re-grading the slopes belonging to the Calle Felicidad Homeowners.
17. Broadmoor also sought to gain additional area for the lots by asking the Calle Felicidad homeowners to agree that a sidewalk that was supposed to be developed on Calle Delicada could be eliminated.
18. City staff did not support deleting the required sidewalk between Calle Felicidad and Calle Delicada.
19. Many of the Calle Felicidad homeowners submitted a petition to the City Council that allowed this sidewalk to be eliminated so Broadmoor could gain the land required to develop the 19 additional lots on Calle Delicada. The City agreed to allow the deletion in response to the Calle Felicidad homeowners' request.
20. In return, Broadmoor went out of their way to assure Calle Felicidad homeowners that our panoramic views would be preserved and protected despite the construction of the new downhill homes. We were repeatedly assured by Broadmoor that our views would not be obstructed or compromised in any way by the development of the Calle Delicada properties.
21. During the meetings with Broadmoor, the Calle Felicidad residents agreed to the following concessions in favor of Broadmoor:
- i. Broadmoor could completely remove our rear slopes by shearing away all of the dirt embankment, thereby creating a 30 foot shear drop from our backyards. This was deemed to be a crucial element necessary to re-compact, solidify, and reconfigure the angle of our backyard slopes. Broadmoor had to do this in order to stabilize potential slippage zones they supposedly detected on our properties prior to cut and fill operations for the homes on Calle Delicada.
 - ii. We agreed to sign waivers for the City to eliminate the construction of a sidewalk at the foot of our slopes on Calle Delicada, which allowed Broadmoor to gain land it needed for the new lots to be approved.

1 22. In exchange for the concessions granted by the Calle Felicidad homeowners, there
2 were two primary concessions granted and guaranteed by the Broadmoor officials:

- 3 i. There would never be any two-story homes built in the Broadmoor community that
4 would interfere with the views of any Calle Felicidad resident.
- 5 ii. There would never be any tree, bush, or other landscaping, or any structure which
6 would block or inhibit the existing views of the Calle Felicidad residents. Any
7 potential impediment would be limited to a maximum height of 17 feet on Calle
8 Delicada – with no exceptions.

9 23. Broadmoor entered into agreements with myself and other homeowners who
10 provided authorization for Broadmoor to regrade our individual slope areas. This would allow
11 Broadmoor to have additional area for the proposed lots on Calle Delicada because the work
12 involved reconfiguring our existing slope into a steeper angle with a more abbreviated top.

13 24. I entered into the attached agreement to authorize grading with Broadmoor on
14 February 16, 1974.

15 25. The process to regrade our slopes was a significant undertaking that involved
16 heavy earthmoving equipment and extensive construction work in our back yards. I took
17 pictures to show the extent of the grading work, attached hereto.

18 26. In exchange for our cooperation, Broadmoor agreed that the height restrictions
19 that were meant to protect our views would be included in a recorded declaration of covenants,
20 conditions and restrictions (CC&Rs) that would be recorded against each of the 19 homes on
21 Calle Delicada.

22 27. The City knew about, and was involved in, negotiations between Broadmoor and
23 the Calle Felicidad homeowners, that resulted in Broadmoor's agreement to include a height
24 limitation on the Calle Delicada homes. The City also imposed the height limitation as a
25 condition of approval in connection with its approval of the Calle Delicada homes.

26 28. The restriction was intentionally included in the CC&Rs by Broadmoor as an
27 additional assurance to Calle Felicidad residents that all trees would be maintained not to exceed
28 17 feet and any violations would be enforced by the Association created by Broadmoor.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 16, 2020, at San Clemente, California.

Susan P. Rice
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