

DECLARATION OF ALAN JAY RICE

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2 I, Alan Jay 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. I have lived in my home,
5 located at [REDACTED] San Clemente, since 1968.

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 I purchased my home, Landmark Financial Group wanted to build
17 two-story single-family residential homes on tracts located downhill from Calle Felicidad.

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

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

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

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

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

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

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

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

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

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

25 16. Broadmoor sought a solution to the insufficient lot sizes on Calle Delicada by
26 asking individual homeowners on Calle Felicidad to give up a portion of the hillside slopes on
27 their properties, so that depth could be added to the Calle Delicada lots. This was to be
28 accomplished by re-grading the slopes belonging to the Calle Felicidad Homeowners.

1 17. Broadmoor also sought to gain additional area for the lots by asking the Calle
2 Felicidad homeowners to agree that a sidewalk that was supposed to be developed on Calle
3 Delicada could be eliminated.

4 18. City staff did not support deleting the required sidewalk between Calle Felicidad
5 and Calle Delicada.

6 19. Many of the Calle Felicidad homeowners submitted a petition to the City Council
7 that allowed this sidewalk to be eliminated so Broadmoor could gain the land required to develop
8 the 19 additional lots on Calle Delicada. The City agreed to allow the deletion in response to the
9 Calle Felicidad homeowners' request.

10 20. In return, Broadmoor went out of their way to assure Calle Felicidad homeowners
11 that our panoramic views would be preserved and protected despite the construction of the new
12 downhill homes. We were repeatedly assured by Broadmoor that our views would not be
13 obstructed or compromised in any way by the development of the Calle Delicada properties.

14 21. During the meetings with Broadmoor, the Calle Felicidad residents agreed to the
15 following concessions in favor of Broadmoor:

16 i. Broadmoor could completely remove our rear slopes by shearing away all of the
17 dirt embankment, thereby creating a 30 foot shear drop from our backyards. This
18 was deemed to be a crucial element necessary to re-compact, solidify, and
19 reconfigure the angle of our backyard slopes. Broadmoor had to do this in order
20 to stabilize potential slippage zones they supposedly detected on our properties
21 prior to cut and fill operations for the homes on Calle Delicada.

22 ii. We agreed to sign waivers for the City to eliminate the construction of a sidewalk
23 at the foot of our slopes on Calle Delicada, which allowed Broadmoor to gain
24 land it needed for the new lots to be approved.

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

27 i. There would never be any two-story homes built in the Broadmoor community that
28 would interfere with the views of any Calle Felicidad resident.

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ii. There would never be any tree, bush, or other landscaping, or any structure which would block or inhibit the existing views of the Calle Felicidad residents. Any potential impediment would be limited to a maximum height of 17 feet on Calle Delicada – with no exceptions.

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

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

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

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

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

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

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

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Executed on May ¹⁴~~16~~, 2020, at San Clemente, California.

Alan Jay Rice
Alan Jay Rice

Book 1, 275

Mr. & Mrs. Alan J. Rice
101 Calle Palisades
San Clemente, California 92673

Reference: Agreement and Authorization to Perform Grading
Doc 15, (read 10/1)

Dear Mr. & Mrs. Rice:

One of the things I would like to do is take this opportunity to express my appreciation and thank you for your hospitality during our stay at your home, and for your cooperation in this matter.

We will be notified of Westcoast Homes, Inc.'s grading schedule for starting to work on grading work for the overall project, as well as the grading of your individual rear slope area.

I have tried attached a way for your records of the fully executed Agreement and Authorization to Perform Grading for your file.

Should you have any questions pertaining to the grading of your rear slope of the project, please feel free to call me at your convenience.

Sincerely,

WESTCOAST HOMES, INC.

James H. Steiner
James H. Steiner
Assistant Division Manager

cc: [unclear]
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