

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on December ____, 2012, by and among the City of Solana Beach, the City of Del Mar, and the San Dieguito River Valley Regional Open Space Park Joint Powers Authority, which shall be referred to collectively herein as "Petitioners," and the 22nd District Agricultural Association and the State Race Track Leasing Commission, which shall be referred to collectively below as "Respondents," on the following terms and conditions.

RECITALS

WHEREAS, the City of Solana Beach ("Solana Beach") is a municipal corporation and general law city vested by law with the power to exercise certain governmental functions within its jurisdictional boundaries and charged with the responsibility for carrying out such functions in a manner which protects the public health, safety and welfare; and

WHEREAS, the City of Del Mar ("Del Mar") is a municipal corporation and charter city vested by law with the power to exercise certain governmental functions within its jurisdictional boundaries and charged with the responsibility for carrying out such functions in a manner which protects the public health, safety, and welfare; and

WHEREAS, the San Dieguito River Valley Regional Open Space Park Joint Powers Authority ("JPA") is a joint powers authority formed under the Joint Exercise of Powers Act, Government Code section 6500 *et seq.*, to promote and create a regional open space park in the San Dieguito River Valley; and

WHEREAS, the 22nd District Agricultural Association ("District") is and at all times mentioned herein was a district agricultural association and a state institution of the State of California, organized and existing under and by virtue of the provisions of Food and Agricultural Code section 3801 *et seq.*; and

WHEREAS, the State Race Track Leasing Commission is a commission of the State of California, organized and existing under and by virtue of the provisions of Food and Agricultural Code section 4351 *et seq.*; and

WHEREAS, the District is the operator of the Del Mar Fairgrounds ("Fairgrounds"), which consists of approximately 340 acres located in northern San Diego County and which is proximate to Solana Beach on the northern borders of the Fairgrounds and is largely within Del Mar and partially within the City of San Diego; and

WHEREAS, Del Mar is the owner of the streets of Via de Valle, Jimmy Durante Blvd., and Camino del Mar that border the Fairgrounds for which Del Mar retains the sole and exclusive jurisdiction; and

WHEREAS, on April 18, 2011, the Board of Directors of the District adopted a resolution which certified a Final Environmental Impact Report ("FEIR"), adopted Findings of Fact, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting

Program, and approved the 2008 Del Mar Fairgrounds Master Plan, Alternative 3/No Hotel Alternative ("Master Plan"); and

WHEREAS, on May 18, 2011, Petitioners filed a lawsuit against the District titled *City of Solana Beach et al. v. 22nd District Agricultural Association et al.*, San Diego Superior Court Case No. 37-2011-00091464-CU-TT-CTL ("Lawsuit"), which challenged the District's certification of the FEIR and its approval of the Master Plan ("Project"); and

WHEREAS, on October 14, 2011, Petitioners filed a first amended petition for peremptory writ of mandate and complaint for injunctive relief in the Lawsuit, which named the State Race Track Leasing Commission as a party and added new causes of action against the State Race Track Leasing Commission concerning the Project; and

WHEREAS, Respondents have denied the claims alleged by Petitioners in the Lawsuit; and

WHEREAS, on March 8, 2012 the California Coastal Commission ("Coastal Commission") issued Cease and Desist Order CCC-12-CD-02 and Restoration Order CCC-12-RO-02 ("Coastal Commission Orders") to resolve claims and allegations of Coastal Act violations at the Fairgrounds; and

WHEREAS, Petitioners and Respondents wish to settle their disputes concerning these matters and to terminate the Lawsuit on the terms and conditions set forth below.

NOW, THEREFORE, AS MUTUAL CONSIDERATION FOR THE COVENANTS HEREIN, THE PARTIES, AND EACH OF THEM, AGREE AS FOLLOWS:

1. Recitals. The recitals set forth above are incorporated herein by this reference as though set forth in full.

2. Compromise and Settlement. This Agreement is a compromise and settlement of disputed claims and nothing contained herein is or shall be construed as an admission of any kind on the part of any party to this Agreement.

3. Petitioners' Undertakings. In consideration of the obligations undertaken and the promises made in this Agreement by Respondents, and each of them, Petitioners covenant and agree to undertake the following actions:

A. Subject to the provisions of Paragraph 6(B) of this Agreement, within ten (10) days after execution of this Agreement by all parties hereto, Petitioners shall file a request for dismissal, with prejudice, of the Lawsuit.

B. If and when the State Race Track Leasing Commission adopts the Master Plan, the Petitioners, and each of them, will not initiate any administrative and/or judicial action against the State Race Track Leasing Commission directly or indirectly arising out of the State Race Track Leasing Commission's adoption of the Master Plan as already approved by the District including modifications the District undertakes to comply with the Court's judgment and writ of mandate in the related action, *Sierra Club v. 22nd District Agricultural Assn.*, San

Diego Superior Court Case No. 37-2011-00091507-CU-TT-CTL. Any other modifications to the current Master Plan are outside the scope of this Agreement.

C. The District and Petitioner City of Del Mar have a dispute over the amount of Clean Water fees ("Fees") owed to the City of Del Mar. The District agrees to reimburse Petitioner City of Del Mar's actual costs for the Fees attributable to the District (1) in an amount not to exceed \$80,000.00 and (2) not later than 60 days after receipt of an itemized invoice, including all backup documentation, evidencing the expenditure of such amounts. In exchange for the District's payment of Fees, Petitioner City of Del Mar, for and on behalf of itself, its subdivisions, departments, agents, receivers, trustees, representatives, predecessors or successors-in-interest and assignees shall and does release, discharge and covenant not to sue or file any action against the District, its subdivisions, departments, agents, employees, directors, representatives, predecessors or successors in interest for any claims which arise out of or are directly or indirectly related to the Fees as of the date of this agreement, including, but not limited to, any and all penalties related to the Fees.

The District shall join the San Dieguito Watershed Urban Runoff Management Program ("WURMP") working group. The District and the City of Del Mar shall pay fees as determined by the WURMP working group. If circumstances change, the District and the City of Del Mar agree to meet and confer in good faith on an alternative to share fees.

D. Petitioners, and each of them, shall bear their own costs and attorneys' fees incurred in connection with the Lawsuit.

E. Petitioners, and each of them, shall not challenge the District's compliance with the Court's judgment and writ of mandate in the related action, *Sierra Club v. 22nd District Agricultural Assn.*, San Diego Superior Court Case No. 37-2011-00091507-CU-TT-CTL.

4. The District's Undertakings. In consideration of the obligations undertaken and the promises made in this Agreement by Petitioners, and each of them, Respondents covenant and agree to undertake the following actions:

A. Wetland Buffers.

1. The District will provide a buffer of varying width (from 8 feet to 25 feet) along the west side of the District's property, to be designed and constructed by the JPA or the JPA's consultant, within three years of the execution of the Agreement, subject to construction of any future permanent seasonal rail platform, as shown on Attachment 1 to this Agreement.

2. The District will provide a 25-foot buffer on the south side of the District's property between Jimmy Durante Boulevard and the railroad tracks, to be designed and constructed by the JPA or the JPA's consultant, within three years of the execution of this Agreement as also shown on Attachment 1 to this Agreement. The District will provide a 100-foot buffer along the south side of the District's property between Jimmy Durante Boulevard

and the railroad tracks after the District completes construction of the replacement exhibit hall.

3. Each, every, and all of the provisions of this Section 4(A) pertaining to Wetland Buffers is subject to the terms and conditions of the Coastal Commission Orders, any and all amendments to the Coastal Commission Orders, and any and all Coastal Development Permits issued pursuant to the Coastal Commission Orders. In the event of any conflict between this Agreement and the Coastal Commission Orders, the terms of the Coastal Commission Orders shall prevail.

B. South Overflow Lot.

1. The District will prepare a restoration plan for the entirety of the South Overflow Lot. The District will use the South Overflow Lot only as needed for the Fair and Races until restoration occurs.

2. Each, every, and all of the provisions of this Section 4(B) pertaining to the South Overflow Lot are subject to the terms and conditions of the Coastal Commission Orders, any and all amendments to the Coastal Commission Orders, and any and all Coastal Development Permits issued pursuant to the Coastal Commission Orders. In the event of any conflict between this Agreement and the Coastal Commission Orders, the terms of the Coastal Commission Orders shall prevail.

C. Parking Structure. When the District conducts environmental review for the parking structure, the District will study and consider relocation of the proposed parking structure from its current, conceptual location as shown on the Master Plan to the currently paved locations northwest of Jimmy Durante Boulevard as part of the analysis. As part of this environmental review the District will also analyze the DAR (if constructed, under construction, or being studied). The provisions of this Paragraph 4(C), however, will not be construed as requiring the District to commit to any particular location for the proposed parking structure. The District will obtain all required permits and approvals for the parking structure, including, but not limited to, a Coastal Development Permit.

D. Comprehensive Traffic Study and Traffic Mitigation Measures.

1. Within one hundred eighty (180) days after execution of this Agreement, the District shall enter into an agreement with Linscott Law & Greenspan, Engineers ("LLG") to provide professional traffic engineering services as outlined in Attachment 2, attached hereto. Nothing in this paragraph or the agreement shall commit the District to undertake improvements or mitigation measures identified by LLG except as provided in paragraph 4.D.2 below.

2. As part of its scope of work, LLG will determine the District's fair share of the proportionate cost of the total costs of the street improvements identified in Mitigation Measure 4.2.3 of the FEIR and any mitigation measure(s) identified in the LLG Comprehensive Traffic Study outlined in attachment 2. It is acknowledged that Del Mar and Solana Beach may

decide not to implement the traffic mitigation measures identified in Mitigation Measure 4.2.3 of the FEIR and/or the LLG Comprehensive Traffic Study. If Del Mar or Solana Beach approves and pursues a traffic improvement not identified in the FEIR or the LLG study, the District will contribute its Fair Share as identified by LLG towards the cost of the alternate measure(s) approved by Del Mar or Solana Beach; provided, however, the traffic improvement is directly attributable to a project described and identified in the FEIR. The District's fair share calculation will be based on the mitigation measure identified in the FEIR and/or the LLG Study and not the alternative measure approved by the Del Mar or Solana Beach. The District's obligation to contribute its Fair Share to a particular traffic impact mitigation measure will not arise until the later of (i) the date the District begins construction of the exhibit hall or Health Club/Sports Training Facility or (ii) the date Del Mar or Solana Beach commences construction of the related traffic impact mitigation measure. The parties acknowledge and agree that this Paragraph 4(D)(2) is not intended to require the District pay any portion of the cost of a traffic improvement measure undertaken by Del Mar or Solana Beach that is intended to address any traffic conditions or impacts existing as of the date this Agreement is executed.

E. Rail Platform. The District strongly supports the concept of a seasonal rail platform, but the parties to this Agreement acknowledge that either the San Diego Association of Governments or North County Transit District will serve as lead agency for the project, not the District.

F. Fairgrounds Solana Gate.

1. Within sixty (60) days after execution of this Agreement, the District shall evaluate its current traffic control methods at the intersection of West Solana Circle Drive and Via de la Valle to reduce or alleviate traffic issues to Solana Beach and Del Mar residents during the Fair and Race seasons.

2. Within ninety (90) days after execution of this Agreement, the District shall prepare and provide to Petitioners, for their review and comment, a revised traffic control plan for the intersection of West Solana Circle and Via de la Valle.

3. Concurrently with the construction of the new Exhibit Hall the District shall design, pay for, and construct an additional lane for the Via De La Valle /Solana Gate entrance which will be adjacent to West Solana Circle. The additional lane will be reversible as needed for ingress and egress. Prior to commencing construction, the District will obtain the necessary construction easement or license for access to the right of way from Del Mar. If Del Mar does not agree to provide the necessary easement, license or other approvals necessary, the District will be under no obligation to undertake the improvements identified in this paragraph.

4. Beginning with the 2012 Fair and Race seasons, the District shall provide traffic control personnel as part of an approved traffic plan at the intersection of West Solana Circle and Via de la Valle.

5. If, upon the request of the District, Del Mar approves a traffic control signal at the Solana Gate entrance, the District shall pay for up to the entire cost of the installation, ongoing maintenance and repair costs for that traffic control signal.

G. Green Shuttle.

The District shall ensure that its current contractor, British Buses, retrofits and/or replaces two of its six buses before commencement of the 2012 Fair season, and retrofits and/or replaces the remaining buses before commencement of the 2013 Fair season, to meet 2010 emission standards. In the event that California emission standards become more restrictive the District shuttle contractor will comply with the new or amended regulation as soon as feasible but in no event later than the time frame mandated by such new or amended regulation. The District will continue to research the availability and feasibility of other alternative fuel shuttles, including recommendations provided by Petitioners.

H. Design Review Committee.

Within one hundred eighty (180) days after execution of this Agreement, the District shall establish a Design Review Advisory Committee with two representatives appointed by Solana Beach, two representatives appointed by Del Mar, and one representative appointed by the JPA. The purpose of the committee is to review major facility construction projects at the Fairgrounds which will be visible by the surrounding community. The Design Review Committee will provide a recommendation to the District's Board of Directors to be considered by the Board of Directors in conjunction with, and at the time of, the Board of Director's review and approval of such development project. The District retains ultimate discretion to reject or accept such recommendations.

I. Rooftop Lighting.

1. The District shall eliminate all rooftop sports field lighting from any proposed replacement exhibit hall or other structure and the proposed youth training facility.

2. The District shall use low height (not to exceed 15 feet in height) and low level lighting on the rooftop of any proposed replacement exhibit hall or other structure and the proposed youth training facility, with shielding to reduce light spill and glare and a foot-candle level of no more than 0.5 at the northernmost edge of the 100-foot buffer for the exhibit hall and no net increase in the ambient light levels within the Surf and Turf area at the proposed youth training facility. The District will obtain all required permits and approvals for the construction of any rooftop lighting, including, but not limited to, a Coastal Development Permit.

3. The District shall turn off the rooftop lighting allowed under section 4(J)(2) as follows:

a. During the Fair season, at the end of the Fair day; and

b. Outside of the Fair season, not later than 8:00 p.m., except that the rooftop lighting may be used until 10:00 p.m. for not more than 122 days per year.

c. The types of events that are anticipated to use the exhibit hall roof are catered events such as weddings, parties, Bar mitzvahs, fundraisers, social events and gatherings; fair exhibits, vendor booths, low production concerts and athletic activities that do not require sports lighting.

4. At the request of Petitioners, or any of them, not earlier than twelve (12) months and not later than eighteen (18) months after the District begins use of the rooftop, the District's Board of Directors shall conduct a public workshop to receive public testimony and to consider any changes necessary to the specifications and limitations set forth in this section.

J. Electronic Reader Board Sign. The District shall eliminate the electronic reader board sign proposed in the Master Plan and instead may use up to two freeway-oriented temporary, nonelectric, non-illuminated banners. No banner shall be located in wetland buffer areas or exceed 10 feet by 30 feet in size. The District will obtain all required permits and approvals for these freeway-oriented, temporary, non-electric, non-illuminated banners, including, but not limited to, a Coastal Development Permit.

K. Storage Trailers. The District shall cease the parking and/or storage of trailers in the East Overflow Lot, except during the Fair and Race seasons.

L. Noise Reduction.

1. Within four (4) months after execution of this Agreement, the District shall install off-site noise monitoring equipment in three locations, one location acceptable to each of the three Petitioners. The District shall monitor noise during outdoor events at the Fairgrounds. The equipment must be maintained and calibrated to industry standards. The District shall provide a copy of the monitoring results to the Petitioners within 96 hours of any non-fair concert event.

2. The District has adopted a noise ordinance, which ordinance does not apply during the Fair and a copy of which is attached to this Agreement as Attachment "3". Within ninety (90) days after execution of this Agreement, the District will prepare a noise ordinance enforcement plan and provide the enforcement plan to Petitioners for their review and comment. The enforcement plan shall prohibit amplified music after 8:00 p.m. and mechanical carnival rides on the exhibit hall roof during the Fair. Methods utilized in the sound control report provided to the Coastal Commission for compliance with the Coastal Commission Orders will be included in this enforcement plan.

3. Within sixty (60) days after execution of this Agreement, the District shall establish a phone number for reporting noise disturbances emanating from activities at the Fairgrounds.

4. Phone calls to this number will be monitored by District Event Managers. The Fairgrounds shall promote the noise reporting phone number through its website. If the District receives a sound complaint the Event Manager will review the monitoring results to determine if the sound exceeds the noise ordinance's levels and make adjustments if needed. Whenever possible, the Event Manager shall make needed noise adjustments while the occurrence causing the noise is in progress. The District shall forward monitoring results documenting levels above the ordinance limits to either the City Manager of Solana Beach or Del Mar for discussion with District staff.

5. At the request of Petitioners, or any of them, not earlier than twelve (12) months and not later than eighteen (18) months after the District begins use of the rooftop, the District's Board of Directors shall conduct a public workshop to receive public testimony and to consider any changes necessary to the specifications and limitations set forth in this section.

M. Trash Receptacles. The District shall not locate trash receptacles within 100 feet of the northern border of the Fairgrounds.

N. Future Hotel Proposal.

1. The District shall not approve the development of a hotel for a period of five (5) years after the date of execution of this Agreement.

2. In the event the District approves the development of a hotel after the five (5) year period, the District agrees that the project would be subject to a new environmental review conforming to the requirements of the California Environmental Quality Act. If the new environmental review relies on the current FEIR, Petitioners may raise any arguments they raised in the Lawsuit, provided Petitioners exhaust their administrative remedies during the District's administrative proceedings for the hotel.

O. Services and Infrastructure Costs.

Within one hundred eighty (180) days after execution of this Agreement, the District shall contribute one-third of the cost and shall work with Solana Beach and Del Mar to establish a scope of work and to solicit a consultant, agreed to by Solana Beach, Del Mar, and the District, through a joint invitation to bid or request for proposal process, to prepare a joint study ("Study") to determine the costs associated with services, capital replacement, and maintenance of infrastructure services supporting the Fairgrounds provided by Solana Beach and Del Mar; provided, Solana Beach and Del Mar also each contribute one third of the cost of the Study. The Study shall also assess the impact of Fairgrounds' activities resulting in Solana Beach's and Del Mar's receipt of transient occupancy taxes, sales taxes, off-track betting receipts, and all other receipts and income directly paid or generated by the District and/or its activities.

If only Solana Beach or only Del Mar agrees to contribute funds to the joint study, the City and the District shall equally share the costs of the joint study and the study will not be required to consider impacts on the non-participating City.

P. Fire Station Lease. Within 60-days, the District shall provide Del Mar a letter supporting Del Mar's efforts to restore the Del Mar fire station lease to \$1.00 per year.

Q. Respondents, and each of them, shall bear their own costs and attorneys' fees incurred in connection with the Lawsuit.

5. Dispute Resolution. This section shall be the exclusive mechanism for the parties to resolve disputes arising under, or with respect to implementation or enforcement of, the terms and conditions of this Agreement:

Informal Dispute Resolution Procedure. Any dispute that arises with respect to implementation or enforcement of this Agreement shall be subject to informal negotiations between the parties to the dispute. A dispute will be considered to have arisen when one party ("Disputing Party") sends another party a written Notice of Dispute. The Notice of Dispute shall specify the grounds for the dispute, the relief requested and a mutually convenient date for the parties to meet and confer. The parties shall meet and confer and make a good faith effort to resolve the dispute not later than forty-five (45) days from the date of the Notice of Dispute. If the Dispute is not resolved to the satisfaction of the Disputing Party within 45-days of it having provided the Notice of Dispute, the Disputing Party may avail itself of any remedy authorized by this Agreement.

6. Remedies.

A. In addition to any other available remedy, any Party to this Agreement shall be entitled to file an action to remedy any breach of any provision of the Agreement.

B. In addition to any other available remedy, the Parties to this Agreement stipulate that the court in the Lawsuit shall retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 to enforce all terms of this Settlement Agreement including injunctive relief to remedy any breach of the Agreement. The parties shall submit this Agreement for court approval and it shall be submitted for incorporation into a judgment of dismissal of the Lawsuit with prejudice.

Z. Attorneys' Fees. The prevailing party in any action or proceeding, including pursuant to Code of Civil Procedure section 664.6, arising out of or to enforce any provision of this Agreement will be entitled to reasonable attorney's fees and costs incurred in that action or proceeding, or in the enforcement of any judgment or award rendered.

8. Partial Invalidity. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such decision will not affect the validity of any remaining portion of this Agreement and the remainder will stand in full force and effect.

9. Applicable Law. This Agreement shall be construed and enforced pursuant to the laws of the State of California and any action to enforce, defend or prevent breach of this Agreement shall be brought in the Superior Court in and for the County of San Diego.

10. Entire Agreement. This Agreement constitutes the entire fully integrated written agreement among the parties with respect to the subject matter hereof and may not be modified or waived except by a writing duly executed on behalf of the party to be bound by any such modification or waiver.

11. Agreement Freely Entered Into. This Agreement is freely and voluntarily entered into by all parties hereto. The parties, and each of them, have been fully advised by their counsel of record as to the contents, meaning, and significance of this Agreement, and the terms of which are contractual and not a mere recital, and they fully understand the terms and effects of this Agreement. All parties hereto acknowledge that they execute this Agreement of their own free will and under no threat, menace, coercion, or duress from any party. The parties hereto further acknowledge that they execute this Agreement acting on their independent judgment and upon the advice of their respective counsel of record, without any representation, express or implied, of any kind from any other party, except as specifically set forth in this Agreement.

12. Binding on Successors and Assigns. This Agreement shall bind and inure to the benefit of all successors and assigns of the parties hereto and their respective commissioners, directors, elected and appointed officials, employees and agents, and the successors and assigns of each of them, separately and collectively.

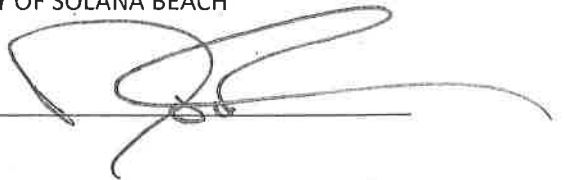
13. Counterparts. This Agreement may be executed in one or more counterparts and, when executed by each of the parties hereto, said counterparts shall constitute a single valid agreement even though each of the signatory parties may have executed separate counterparts hereof.

14. Effective Date. The terms of this Agreement shall be effective as to Solana Beach, Del Mar, the JPA and the District as of the date on which all of these four entities have executed the Agreement and shall not depend upon execution by the State Race Track Leasing Commission. It is anticipated that the State Race Track Leasing Commission will execute this Agreement later in time than the other Parties. Any provision of the Agreement concerning the State Race Track Leasing Commission shall be effective on the date all parties, including the State Race Track Leasing Commission, have executed the Agreement.

IN WITNESS WHEREOF, this Settlement Agreement is executed on the date set forth below:

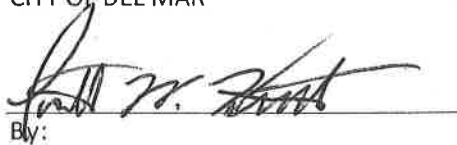
Dated: December 17 2012

CITY OF SOLANA BEACH

By: 

Dated: December 18, 2012

CITY OF DEL MAR

By: 

Dated: December 14 2012

SAN DIEGUITO RIVER VALLEY
REGIONAL OPEN SPACE PARK JOINT
POWERS AUTHORITY

By: 

Dated: December _____, 2012

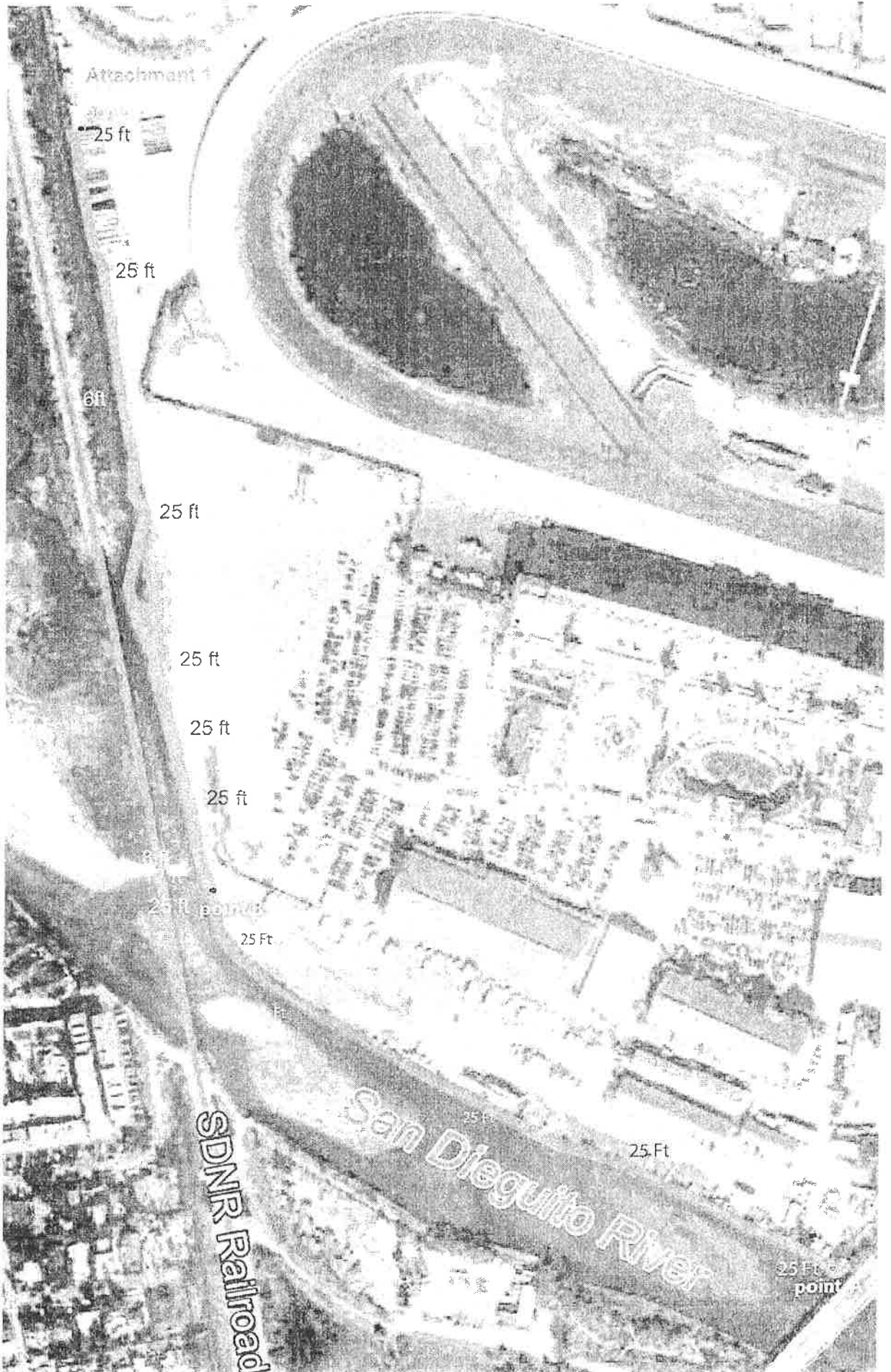
22nd DISTRICT AGRICULTURAL
ASSOCIATION

By: _____

Dated: December _____, 2012

STATE RACE TRACK LEASING
COMMISSION

By: _____



Attachment 1

25 ft

25 ft

6 ft

25 ft

25 ft

25 ft

25 ft

25 ft

25 Ft

SDNR Railroad

San Dieguillo River

25 Ft

25 Ft point

Attachment 2

Professional Traffic Engineering Services to be provided by Linscott Law & Greenspan Engineers

Linscott, Law & Greenspan, Engineers (LLG) has prepared a proposal to provide professional traffic engineering services for the 22nd DAA/Del Mar Fairgrounds. The following Scope of Work is based on direction from the 22nd DAA/Del Mar Fairgrounds subsequent to LLG's meeting with the City of Solana Beach on December 3, 2011, and the City of Del Mar on May 21, 2012. In general, additional "existing operations" (non-event, fair & race periods) traffic operations analysis is requested for the following intersections and street segments in the vicinity of the Del Mar Fairgrounds. Of the list below, four (4) of the locations are analyzed in the EIR traffic study and the balance, nineteen (19) locations, are not.

1. I-5 / Lomas Santa Fe Drive interchange (2 intersections)
2. Lomas Santa Fe Drive / Stevens Avenue intersection (in EIR)
3. Lomas Santa Fe Drive / Highway 101 intersection (in EIR)
4. Via de la Valle / Jimmy Durante Blvd intersection (in EIR)
5. Via de la Valle / Solana Gate intersection (in EIR)
6. Via de la Valle / S. Cedros intersection
7. Highland Avenue / San Andres Drive intersection
8. Highland Avenue / Lomas Santa Fe Drive intersection
9. Coast Boulevard / 15th Street intersection
10. Coast Boulevard / Camino del Mar intersection
11. Del Mar Heights Road / Crest Road intersection
12. S. Cedros (Via de la Valle to Lomas Santa Fe Drive) segment
13. Highland Avenue (San Andres Drive to Lomas Santa Fe Drive) segment
14. Highway 101 (Dahlia Drive to Via de la Valle) segment
15. Via de la Valle (Highway 101 to Jimmy Durante Blvd) segment
16. Highway 101 (North of Lomas Santa Fe Drive) segment
17. Coast Boulevard (Camino Del Mar to 15th Street) segment
18. Crest Road (Del Mar Heights Road to La Amatista Road) segment
19. Crest Road (La Amatista Road to Hoska Drive) segment
20. Stratford Court (4th Street to 9th Street) segment
21. Stratford Court (9th Street to 11th Street) segment

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22. Luneta Drive (11th Street to 15th Street) segment

23. Jimmy Durante Boulevard (15th Street to Via de la Valle) segment

LLG does not currently have existing data at the majority of these locations. Based on the annual nature of the fair and race events, data collection at these new locations would not occur until summer of 2013. LLG and the 22nd DAA will coordinate with the Cities of Del Mar and Solana Beach during report preparation to discuss analysis results and potential general improvements prior to finalizing the findings. Del Mar's recent collected traffic data for the Village Specific Plan will be reviewed to determine if the data is current enough to reduce the need for further data collection.

The following task items have been requested, relating to the locations listed above:

TASK ITEMS

- A. Conduct weekday PM peak hour counts at the eight (8) intersections and twelve (12) segments listed above, which were not previously analyzed for the non-event, fair, and race season conditions. The PM peak hour was the basis of analysis for the EIR traffic study. Four (4) of the intersections above were already analyzed in the EIR traffic study.
- B. Obtain signal timing sheets and conduct a field review of the new locations listed above.
- C. Prepare peak hour and daily intersection and segment analyses for the nonevent, fair and race season conditions for the locations listed above.
- D. Conduct signal warrant analysis at the five locations where traffic signals were recommended (non-event, fair and race periods).
- E. Conduct a queue analysis at the Hwy 101 / Lomas Santa Fe Drive intersection analyzed in the FEIR traffic study to determine the pre-and-post mitigation eastbound queues (non-event, fair and race periods).
- F. Conduct an analysis of the existing operations (non-event, fair and race periods) at the Lomas Santa Fe Road/Stevens Avenue/Glencrest Avenue intersection and the Via de la Valle/Solana Gate/Solana Circle intersection in regards to their offset and if possible, develop different signalization options and/or improvement options.
- G. At locations that are calculated to operate below standards, recommend improvements that would improve the Level of Service (LOS) to meet standards.
- H. Prepare a summary memo of the analysis results and recommended improvements prior to producing a draft report. Review the memo with the client and then with the City of Del Mar and City of Solana Beach.
- I. For each location where a cumulative impact is identified in the Final EIR or in this study, a fair share calculation percentage will be calculated (no hotel).
- J. Complete planning level cost estimates for each intersection/segment improvement recommended in the cumulative analysis of the Final EIR or in this study.
- K. Prepare a report outlining the findings and conclusions of the above analysis and submit to the client for their review.
- L. Revise the report once based on client comments and prepare a Final Report.
- M. Prepare for and attend four (4) future meetings.

NOISE ORDINANCE

Between the hours of 7:00 a.m. to 10:00 p.m., ambient noise level may not exceed 60 dB(A) measured in the residential neighborhoods surrounding the Association. Exterior ambient noise is not permitted between 10:00 p.m. and 7:00 a.m. All sound producing devices used by Licensee must be of such a nature and operated so as not to cause annoyance or inconvenience to patrons or any other Licensee. The Association reserves the right to terminate Licensee's use of any sound-producing device, which it determines, in its sole discretion, violates this provision. A \$1000 fee will be billed to the Licensee for violation of the noise ordinance. The noise limits above may be adjusted as follows to account for the effects of time and duration on the impact of noise levels:

1. Noise that is produced for no more than a cumulative period of 30 minutes in any hour may exceed the noise limit by 3 decibels.
2. Noise that is produced for no more than a cumulative period of 15 minutes in any hour may exceed the noise limit by 6 decibels.
3. Noise that is produced for no more than a cumulative period of 10 minutes in any hour may exceed the noise limit by 8 decibels.
4. Noise that is produced for no more than a cumulative period of 5 minutes in any hour may exceed the noise limit by 11 decibels.
5. Noise that is produced for no more than a cumulative period of 2 minutes in any hour may exceed the noise limit by 15 decibels.