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**DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT**

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**ACTION DATE:** April 5, 2012

**TO:** Planning Commission

**APPLICANT:** Brett Trebil / Agoura Business Center West LLC and Agoura Business Center North LLC  
5304 Derry Avenue, Suite A  
Agoura Hills, CA 91301

**CASE NO.:** 11-DA-001

**LOCATION:** 28631, 28661, and 28721 Canwood Street  
(APNs 2048-012-029,031,033, & 901)

**REQUEST:** Request for the Planning Commission to recommend the City Council adopt an ordinance, approving a Development Agreement for a 10-year time extension for the previously approved entitlements to construct a retail center at 28631 Canwood Street, and a light industrial complex at 28721 Canwood Street, which would also require the construction of additional roadway improvements along Canwood Street, including along the frontage of 28661 Canwood Street; and a request for the Planning Commission to recommend the City Council adopt a Mitigated Negative Declaration.

**ENVIRONMENTAL DETERMINATION:** Mitigated Negative Declaration.

**RECOMMENDATION:** Staff recommends the Planning Commission adopt Resolution No. 12-\_\_\_\_, recommending the City Council adopt an ordinance, approving Development Agreement Case No. 11-DA-001, and adopting a Mitigated Negative Declaration, based on the findings of the attached draft Resolution.

**ZONING DESIGNATION:** BP-M-FC (Business Park-Manufacturing – Freeway Corridor Overlay) and CRS-FC (Commercial Retail Service – Freeway Corridor Overlay)

**GENERAL PLAN**

**DESIGNATION:** BP-M (Business Park-Manufacturing) and CRS (Commercial Retail Service)

**I. PROJECT BACKGROUND AND DESCRIPTION**

State law allows cities and counties to enter into binding Development Agreements for the development of real property. Development Agreements provide for a form of vested entitlement that supersedes any changes in zoning, subdivisions and building regulations as well as developer fees in existence at time of execution of the agreement. Development Agreements are intended to provide the developer with substantial assurance that his/her project can be completed in accordance with existing policies, rates and procedures.

The applicant is requesting the Planning Commission provide a recommendation to the City Council to approve, by ordinance, a Development Agreement for a 10-year time extension for the previously approved entitlements to construct a 103,070 square foot light industrial complex at 28721 Canwood Street (Agoura Business Center "North" project), and a 22,617 square foot retail center at 28631 Canwood Street, on the northwest corner of Canwood Street and Derry Avenue (Agoura Business Center "West" project). In exchange, the Development Agreement would require the construction of additional roadway improvements along Canwood Street, including along the frontage of one vacant parcel owned by the City Redevelopment Agency at 28661 Canwood Street.

Both the "North and "West" projects were granted Conditional Use Permits (2008 and 2009, respectively), and both Conditional Use Permits are set to expire in June, 2012, after having already been granted the extensions allowed by the Municipal Code. Given the applicant's desire to develop the property and provide additional roadway improvements beyond those required for the two approved projects, it would be appropriate to provide additional assurances for project development through a property development agreement. The proposed Development Agreement would allow both projects to be built within an additional ten-year timeframe.

**II. STAFF ANALYSIS**

A draft of the proposed Development Agreement between the City and Agoura Business Center North LLC and Agoura Business Center West LLC was reviewed by the City Attorney and is attached to this report. The City Council is the final decision making body on the approval of the Development Agreement, including the proposed deal points. As mentioned, the proposed Development Agreement would grant a 10-year time extension for the entitlements for each of the two previously approved projects, and would require Agoura Business Center West LLC/Agoura Business Center North LLC to construct additional roadway improvements along Canwood Street. The 10-year extension would involve the "vested" right to develop the projects during that 10-year period with the assurance from the City that it will not change the development laws and policies applicable to the properties. The timing of the construction for both developments would be at the

owner's option. The buildout characteristics of the two previously approved projects would remain unchanged. The projects would be entitled to proceed in the form, description and design previously approved by the Planning Commission and City Council. In return, the City would obtain the applicant's agreement to construct the new mutually agreed upon roadway improvements on Canwood Street, including along the property frontage of the vacant parcel currently owned by the City Redevelopment Agency at 28661 Canwood Street, which is located between the Agoura Business Center West parcel and the Agoura Business Center North parcel. The street improvements and infrastructure in front of the Agoura Business Center North/West parcels were already incorporated into the original descriptions for the projects, and analyzed as part of the previous entitlements.

The specified street and infrastructure improvements to occur in front of the City RDA parcel fronting Canwood Street would include:

- Installation of utilities (water, hydrant, gas, cable, telephone, storm drain);
- Installation of a curb, gutter, and sidewalk on the north side;
- Installation of a swale on the south side;
- Installation of a street light, removal of an existing street light; and
- Street A.C. overlay and striping to include a third "storage lane" in the middle of the road for left turns, but not a regular travel lane. In front of the "West" parcel would include additional paving to widen the roadway to accommodate the third lane. For the other parcels, there is sufficient room and only striping would be needed.

Specified street and infrastructure improvements to occur on Derry Avenue, in front of the applicant's retail project parcel, would include minor tie-ins, including utilities, sidewalk, and a gutter on the west side only. The east side of the street already has these improvements. Although the Development Agreement would allow for a ten-year timeframe to construct the two development projects, the required roadway improvements would be required to be completed within the first two years.

The Development Agreement also provides standard provisions relating to periodic review, cooperation between parties, indemnification of the parties and diagrams and descriptions of the affected properties and the proposed improvements. The Development Agreement would also incorporate by reference the City's approvals and conditions on the developer's properties.

The Planning Commission's role is to look at the land use issues related to the Development Agreement. The Planning Commission must make findings that 1) the Agreement and the vested rights it grants is consistent with the General Plan, and 2) the Agreement is consistent in terms of the rights it grants and the concessions it requires with the other approvals and conditions of the project. The attached Planning Commission Resolution contains the recommended findings for adoption of a required attached Draft Ordinance. It is recommended that the Planning Commission adopt these findings. The Planning Commission's findings will be forwarded to the City Council for final action.

### **III. ENVIRONMENTAL REVIEW**

An Initial Study was prepared in accordance with the requirements of the California Environmental Quality Act (CEQA) to analyze the potential environmental consequences of the proposed project. The purposes of an Initial Study are:

- A. To provide the Lead Agency (City of Agoura Hills) with the necessary information to decide whether to prepare an Environmental Impact Report (EIR) or a Mitigated Negative Declaration;
- B. To enable the Lead Agency to modify a project, mitigating adverse impacts thus avoiding the need to prepare an EIR;
- C. To provide sufficient technical analysis of the environmental effects of a project to permit a judgment based on the record as a whole, that the environmental effects of a project have been adequately mitigated.

In the case of the proposed Development Agreement, staff found that it would not result in any significant effects on the environment that cannot be mitigated to less than significant levels, and therefore prepared a Draft Mitigated Negative Declaration (MND) for review by the Planning Commission and for adoption by the City Council.

Staff found transportation/traffic and cultural resources to be environmental factors that could be affected and involve at least one impact that could be lessened to a level of insignificance through incorporation of mitigation measures. Proposed mitigation measures were developed based on the degree of perceived significance related to these issues.

Overall, staff found that the project would not result in any significant effects on the environment that could not be mitigated to less than significant levels. The Draft MND circulated for a 20-day review period, which ended on March 7, 2012. The Final MND is attached. Responses to two comment letters received regarding the Draft MND are also attached for reference and included in the Final MND. One of the two letters is from the Los Angeles County Fire Department and includes recommended conditions for the Agoura Business Center North and Agoura Business Center West projects.

### **IV. RECOMMENDATION**

Based on the foregoing review and analysis, staff recommends the Planning Commission adopt a motion to recommend the City Council adopt an ordinance, approving Development Agreement Case No. 11-DA-001, and adopting a Mitigated Negative Declaration, based on the findings of the attached draft Resolution.



## V. ATTACHMENTS

- Exhibit A: Draft Resolution
- Exhibit B: Draft Ordinance
- Exhibit C: Development Agreement
- Exhibit D: Mitigated Negative Declaration Responses to Comments
- Exhibit E: Vicinity Map
- Exhibit F: Agoura Business Center West Project Documents
  - Exhibit F-1: City Council Staff Report (June 24, 2009)
  - Exhibit F-2: City Council Meeting Minutes (June 24, 2009)
  - Exhibit F-3: City Council Resolutions (09-1538 through 09-1543)
  - Exhibit F-4: City Council Ordinance (09-365)
  - Exhibit F-5: Planning Commission Staff Report (May 21, 2009)
  - Exhibit F-6: Planning Commission Staff Report (June 4, 2009)
  - Exhibit F-7: Planning Commission Meeting Minutes (May 21, 2009)
  - Exhibit F-8: Planning Commission Meeting Minutes (June 4, 2009)
- Exhibit G: Agoura Business Center North Project Documents
  - Exhibit G-1: Planning Commission Staff Report (June 19, 2008)
  - Exhibit G-2: Planning Commission Staff Report (May 5, 2011)
  - Exhibit G-3: Planning Commission Resolutions (937, 938, and 11-1032)
  - Exhibit G-4: Planning Commission Meeting Minutes (June 19, 2008)
  - Exhibit G-5: Planning Commission Meeting Minutes (May 5, 2011)
- Mitigated Negative Declaration

Case Planner: Doug Hooper, Assistant Director of Community Development

# EXHIBIT A

DRAFT RESOLUTION NO. 12-\_\_\_

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF AGOURA HILLS RECOMMENDING THE CITY COUNCIL APPROVE AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN AGOURA BUSINESS CENTER NORTH LLC AND AGOURA BUSINESS CENTER WEST LLC, AND THE CITY OF AGOURA HILLS (CASE NO. 11-DA-001)

THE PLANNING COMMISSION OF THE CITY OF AGOURA HILLS DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. An application was duly filed by the Agoura Business Center North LLC and Agoura Business Center West LLC with respect to a request for a Development Agreement (11-DA-001) for a 10-year time extension for the previously approved entitlements to construct a retail center at 28631 Canwood Street (Assessor Parcel Nos. 2048-012-029,031) and a light industrial complex at 28721 Canwood Street (Assessor's Parcel No. 2048-012-033), and which would also require the construction of additional roadway improvements along Canwood Street, including along the frontage of 28661 Canwood Street (Assessor's Parcel No. 2048-012-901).

Section 2. A duly noticed public hearing was held by the Agoura Hills Planning Commission on April 5, 2012, at 6:30 p.m. in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 9682.6 of the Agoura Hills Municipal Code.

Section 3. Evidence, both written and oral, including the staff report and supporting documentation, was presented to and considered by the Planning Commission at the public hearing.

Section 4. Based on the full record of these proceedings, the Planning Commission hereby finds the Development Agreement:

1. Is consistent with the General Plan as the properties are designated BP-M (Business Park-Manufacturing) and CRS (Commercial Retail Service) and the City Council finds that proposed development agreement, including its entitlements and roadway construction requirements, would be consistent with the anticipated development within the BP-M zone and CRS zone, and would comply with all applicable provisions of the General Plan;
2. Is in conformity with public conveniences and good land use practices as the projects' conditions of approval, mitigation monitoring program and development agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings;

3. Will not be detrimental to the health, safety and general welfare as the projects' conditions of approval, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services, including fire protection, utilities and sanitation;
4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development, its entitlement extension and required roadway improvements, are consistent with the General Plan and the Zoning Ordinance, and is compatible with surrounding land uses. The required roadway improvements will likely enhance surrounding property values; and
5. Is consistent with the provisions of Government Code 65864 through 65869.5.

Section 5. The Planning Commission hereby makes the following environmental findings and determinations in connection with the approval of the Development Agreement:

- A. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City staff prepared an Initial Study of the potential environmental effects of the approval of the Development Agreement as described in the Initial Study (the "Project"). Based upon the findings of contained in that Study, City staff determined that there was no substantial evidence that the Project could have a significant effect on the environment and a Mitigated Negative Declaration was prepared.
- B. Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration as required by law. The public comment period commenced on February 16, 2012, and expired on March 7, 2012. Copies of the documents have been available for public review and inspection at the offices of the Department of Planning and Community Development, located at City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301.
- C. Two written comments were received prior to the public hearing and a response to all of the comments made therein was prepared, submitted to the City Council, and incorporated into the administrative record of the proceedings.
- D. The Planning Commission has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration prior to and at the April 5, 2012 public hearing, and based on the whole record before it, finds that: (1) the Mitigated Negative Declaration was prepared in compliance with CEQA; (2) there is no substantial evidence that the Project will have a significant effect on the environment; and (3) the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council.

- E. Based on the findings set forth in this Ordinance, the Planning Commission hereby recommends the City Council adopt the Mitigated Negative Declaration and Mitigation Measures prepared for the Project and authorize and direct the Director of Planning and Community Development directed to file a Notice of Determination in accordance with CEQA.

Section 6. Based upon the aforementioned findings, the Planning Commission hereby recommends the City Council adopt the attached Ordinance, approving the Development Agreement (Exhibit 'A' of the Ordinance) (Case No. 11-DA-001), between Agoura Business Center North LLC and Agoura Business Center West LLC, and the City of Agoura Hills, and incorporated herein by reference.

PASSED, APPROVED, and ADOPTED this 5<sup>th</sup> day of April, 2012, by the following vote to wit:

AYES: (0)  
NOES: (0)  
ABSENT: (0)  
ABSTAIN: (0)

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John O'Meara, Chairperson

ATTEST:

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Mike Kamino, Secretary

# EXHIBIT B

**ORDINANCE NO. 12-\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF AGOURA HILLS  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN  
AGOURA BUSINESS CENTER NORTH LLC AND AGOURA  
BUSINESS CENTER WEST LLC, AND THE CITY OF AGOURA  
HILLS**

THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY ORDAINS  
AS FOLLOWS:

Section 1. An application was duly filed by the Agoura Business Center North LLC and Agoura Business Center West LLC with respect to a request for a Development Agreement for a 10-year time extension for the previously approved entitlements to construct a retail center at 28631 Canwood Street (Assessor Parcel Nos. 2048-012-029,031) and a light industrial complex at 28721 Canwood Street (Assessor's Parcel No. 2048-012-033), and which would also require the construction of additional roadway improvements along Canwood Street, including along the frontage of 28661 Canwood Street (Assessor's Parcel No. 2048-012-901).

Section 2. A duly noticed public hearing was held by the Agoura Hills Planning Commission on April 5, 2012, at 6:30 p.m. in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 9682.6 of the Agoura Hills Municipal Code.

Section 3. Evidence, both written and oral, including the staff report and supporting documentation, was presented to and considered by the Planning Commission at the public hearing. The Planning Commission voted \_\_\_\_, recommending the City Council approve the application.

Section 4. A subsequent duly noticed public hearing was held by the Agoura Hills City Council on \_\_\_\_, 2012, at 6:00 p.m. in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 9682.6 of the Agoura Hills Municipal Code.

Section 5. Evidence, both written and oral, including the staff report and supporting documentation, was presented to and considered by the Planning Commission at the public hearing. Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

- 1) Is consistent with the General Plan as the properties are designated BP-M (Business Park-Manufacturing) and CRS (Commercial Retail Service) and the City Council finds that proposed development agreement, including its entitlements and roadway construction requirements, would be consistent with the anticipated development within the BP-M zone and CRS zone, and would comply with all applicable provisions of the General Plan;

- 2) Is in conformity with public conveniences and good land use practices as the projects' conditions of approval, mitigation monitoring program and development agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings;
- 3) Will not be detrimental to the health, safety and general welfare as the projects' conditions of approval, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services, including fire protection, utilities and sanitation;
- 4) Will not adversely affect the orderly development of property or the preservation of property values because the proposed development, its entitlement extension and required roadway improvements, are consistent with the General Plan and the Zoning Ordinance, and is compatible with surrounding land uses. The required roadway improvements will likely enhance surrounding property values; and
- 5) Is consistent with the provisions of Government Code 65864 through 65869.5.

Section 6. The City Council hereby makes the following environmental findings and determinations in connection with the approval of the Development Agreement:

- A. Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, City staff prepared an Initial Study of the potential environmental effects of the approval of the Development Agreement as described in the Initial Study (the "Project). Based upon the findings of contained in that Study, City staff determined that there was no substantial evidence that the Project could have a significant effect on the environment and a Mitigated Negative Declaration was prepared.
- B. Thereafter, City staff provided public notice of the public comment period and of the intent to adopt the Mitigated Negative Declaration as required by law. The public comment period commenced on February 16, 2012, and expired on March 7, 2012. Copies of the documents have been available for public review and inspection at the offices of the Department of Planning and Community Development, located at City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301.
- C. Two written comments were received prior to the public hearing and a response to all of the comments made therein was prepared, submitted to the City Council, and incorporated into the administrative record of the proceedings.



- D. The City Council has reviewed the Mitigated Negative Declaration and all comments received regarding the Mitigated Negative Declaration prior to and at the \_\_\_\_, 2012 public hearing, and based on the whole record before it, finds that: (1) the Mitigated Negative Declaration was prepared in compliance with CEQA; (2) there is no substantial evidence that the Project will have a significant effect on the environment; and (3) the Mitigated Negative Declaration reflects the independent judgment and analysis of the City Council.
- E. Based on the findings set forth in this Ordinance, the City Council hereby adopts the Mitigated Negative Declaration and Mitigation Measures prepared for the Project. The Director of Planning and Community Development is authorized and directed to file a Notice of Determination in accordance with CEQA.

Section 7. Based upon the aforementioned findings, the City Council hereby approves the Development Agreement between Agoura Business Center North LLC and Agoura Business Center West LLC, and the City of Agoura Hills, attached hereto as Exhibit "A" and incorporated herein by reference.

Section 8. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 9. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the City's official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days after its adoption. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed development agreement shall be recorded against the title to the property.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote to wit:

AYES: (0)  
NOES: (0)  
ABSENT: (0)  
ABSTAIN: (0)

\_\_\_\_\_  
John M. Edelston, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC, City Clerk

**EXHIBIT "A"**

**Development Agreement**

# EXHIBIT C

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

City of Agoura Hills  
Attn: City Clerk  
30001 Ladyface Court  
Agoura Hills, CA 91301

No Recording Fee (Government Code § 27383)

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DEVELOPMENT AGREEMENT

By and between

CITY OF AGOURA HILLS, a municipal corporation

and

AGOURA BUSINESS CENTER WEST, LLC,

and

AGOURA BUSINESS CENTER NORTH, LLC

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered into by and between the CITY OF AGOURA HILLS, a municipal corporation (“City”), and AGOURA BUSINESS CENTER WEST, LLC, (“ABC West”) and AGOURA BUSINESS CENTER NORTH, LLC, (“ABC North”) as of \_\_\_\_\_, 2012. The City, ABC West and ABC North are individually referred to herein as a “Party” and collectively referred to as the “Parties”.

### RECITALS

This Agreement is made and entered into with regard to the following facts, each of which is acknowledged as true and correct by the Parties to this Agreement:

(a) ABC West owns certain real property which is located in the City, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “business center Property”);

(b) ABC West desires to construct the business center Project (as hereafter defined) on the business center Property;

(c) ABC North owns certain real property which is located in the City, which is more particularly described in Exhibit “B” attached hereto and incorporated herein by reference (the “industrial center Property”);

(d) ABC North desires to construct the industrial park Project (as hereafter defined) on the industrial center Property;

(e) Prior to the Effective Date of this Agreement (as hereinafter defined), ABC West and ABC North have received the Project Approvals (as hereinafter defined) allowing the construction and operation of the business center and the industrial center Projects (collectively the “Projects”);

(f) The Projects are fully described in the Mitigated Negative Declarations (as hereinafter defined) and the Project Approvals, which are on file with the City;

(g) The Project Approvals allowing the construction and operation of the Projects were conditionally approved, and the Conditions of Approval thereon have been accepted by ABC West and ABC North as being lawfully imposed thereon;

(h) ABC West and ABC North have applied to the City for approval of this mutually binding Agreement, pursuant to the provisions of the Development Agreement Act, Government Code §§ 65864, et seq. (as hereinafter defined), the Enabling Resolution (as hereinafter defined) and other applicable laws; and

(i) The City is authorized pursuant to the Development Agreement Act, its Municipal Code and other applicable laws, to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property therein described;

(j) The City desires to obtain the binding agreement of the ABC West and ABC North for the development of the Projects in accordance with the provisions of this Agreement, the Applicable Rules and Project Approvals;

(k) ABC West and ABC North desire to obtain the vested right from the City to allow them to construct and operate the Projects in accordance with the Project Approvals and the Applicable Rules (as hereinafter defined), including any modifications, changes or additions permitted or required by this Agreement;

(l) The Parties intend that this Agreement will limit, to the degree permitted by applicable laws, the ability of the City to delay, postpone, preclude or further regulate development of the Projects, except as expressly provided for in this Agreement;

(m) The Planning Commission and City Council of the City have each conducted a duly noticed public hearing to consider the approval of this Agreement, pursuant to Government Code § 65867, and each has found that the provisions of this Agreement are consistent with the City's adopted plans and policies, the Zoning Regulations (as hereinafter defined) and the General Plan (as hereinafter defined);

(n) An environmental review has been conducted and completed with regard to the Projects and Mitigated Negative Declarations have been circulated and adopted in accordance with CEQA (as hereinafter defined) and State and local guidelines;

(o) This Agreement is required in furtherance of the public health, safety, and welfare as to the residents of the City and the surrounding region, and will serve the public interest, convenience and necessity as to the City and its residents and the surrounding region;

(p) The City Council has specifically considered and approved the impact and benefits of this Project upon the welfare of the City and the region;

(q) This Agreement eliminates uncertainty in planning and provides for the orderly development of the Project in a manner consistent with the City's Official Zoning Regulations, the Applicable Rules (as hereinafter defined) and the General Plan;

(r) This Agreement will provide ABC West and ABC North with the assurance that they can complete the Projects and that the Projects will not be changed, delayed or modified after the Effective Date of this Agreement, except pursuant to the provisions of this Agreement;

(s) This Agreement will permit ABC West and ABC North to construct and operate the Projects in accordance with the Applicable Rules, the Conditions of Approval imposed upon the Project Approvals and the terms and provisions of this Agreement;

(t) The Projects will provide substantial benefits to the City, by providing, without limitation, the dedication of land for public improvements both on-site and off-site, and the creation of job opportunities for residents of the City;

(u) The City Council has heretofore determined that the Applicable Rules and the Reserved Powers (as hereinafter defined) will be adequate to regulate the development of the Projects; and

(v) The City Council has determined that the public interest, convenience and necessity require the execution and implementation of this Agreement.

#### AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, the Development Agreement Ordinance and the Enabling Resolution, and in consideration of the mutual promises and covenants herein contained and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Section 1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context of this Agreement otherwise requires, the following words and phrases shall be defined as is set forth below:

(a) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's Official Zoning Regulations and building regulations, in force as of the date the applications for Project Approvals were deemed complete. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property. "Applicable Rules" shall mean and include only those Developer Fees (as hereinafter defined) and Processing Fees (as hereinafter defined) in effect as of the Effective Date of this Agreement as increased (but only as increased) in accordance with Sections 6(e) and 6(f) of this Agreement.

(b) "CEQA" means the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.), as it now exists or may hereafter be amended.



(c) "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals expressly referenced in City Council Ordinance No. 09-365 and City Council Resolution Nos. 09-1538, 09-1539, 09-1540, 09-1541, 09-1542 and 09-1543 adopted on June 24, 2009, for the business center Project and City Planning Commission Resolution Nos. 937 and 938, adopted on June 19, 2008, and Resolution No. 11-1032, adopted on May 5, 2011, for the industrial center Project.

(d) "Developer Fees" shall mean those fees established and adopted by City with respect to development and its impacts pursuant to applicable governmental requirements, including §§ 66000 et seq., of the Government Code of the State of California, including impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on or in connection with new development by the City. Developer Fees does not mean or include Processing Fees. The Developer Fees applicable to the Project are set forth on Exhibit "D" attached hereto.

(e) "Development Agreement" or "Agreement" means this Agreement.

(f) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (§§ 65864 through 65869.5) of the California Government Code.

(g) "Development Agreement Ordinance" means Division 2, Part 4, Chapter 6 of Article IX of the Agoura Hills Municipal Code as it exists on the Effective Date of this Agreement.

(h) "Discretionary Action(s)" or "Discretionary Approval(s)" means an action which requires the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which is defined herein as a Ministerial Permit or Ministerial Approval.

(i) "Effective Date of this Agreement" shall mean the date Ordinance No. 2011-\_\_\_\_\_, as recited in the Enabling Resolutions, takes effect following its adoption by the City Council.

(j) "Enabling Resolution" means Resolution No. 20\_\_-\_\_\_\_\_ adopted by the City Council on \_\_\_\_\_, 201\_\_.

(k) "General Plan" means the General Plan of the City, as it exists as of the Effective Date of this Agreement.

(l) "Ministerial Permit(s), or "Ministerial Approval(s)" means a permit or approval, including, but not limited to, building permits, grading permits, and certificates of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval, and/or

regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

(m) "Mitigated Negative Declaration" meant the mitigated declarations circulated by the City and adopted by the Planning Commission in the Resolutions identified in section 1(c) above.

(n) "Mortgagee" means a mortgagee of a mortgage or a beneficiary under a deed of trust encumbering all or a portion of the Property.

(o) "Phase" shall mean any discrete portion or part of the Projects developed by ABC West or ABC North or any successor in interest thereto.

(p) "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, subdivision or parcel maps, lot line adjustments, inspection fees, certificates of occupancy and plan check fees. Processing Fees shall not mean or include Developer Fees.

(q) "Project" or "Projects" means the business center and the industrial center Projects as defined in the Mitigated Negative Declarations and the Resolutions of the Planning Commission identified in section 1(c) above.

(r) "Project Approvals" shall mean, collectively, General Plan Amendment No. 07-GPA-001, Zone Change No. 07-ZC-001, Vesting Tentative Parcel Map No. VTPM 69426, Conditional Use Permit No. 07-CUP-010, Sign Permit No. 07-SP-036 and Variance Nos. 08-VAR-006(A) and (B) approved by the City with respect to the business center Project, and Parcel Map No. 65503, Conditional Use Permit No. 06-CUP-003 and Oak Tree Permit No. 06-OTP-005 approved by the City with respect to the industrial center Project and shall include any Subsequent Project Approvals (as hereinafter defined), extensions, amendments or modifications.

(s) "Property" or "Properties" means the real property described on Exhibit "A" for the business center Project and Exhibit "B" for the industrial center Project.

(t) "Redevelopment Agency Owned Property" shall mean Lot \_\_\_ of Parcel Map \_\_\_ as shown on Exhibit "C."

(u) "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the exercise of City's police powers and which rights and authority are reserved to the City pursuant to the provisions of this Agreement. The City's exercise of the Reserved Powers shall be limited as set forth in this Agreement. If, after the Effective Date of this Agreement, City enacts regulations and/or takes Discretionary Actions which are in conflict with the Applicable Rules, the enactment of such regulations and/or the taking of Discretionary Actions shall be deemed to be included in the City's Reserved Powers, if (but only if) the same:

(1) (i) are expressly found by the City Council to be necessary to protect the occupants of the Projects or the residents of the City from a condition that is imminently dangerous to public health and safety; (ii) are generally applicable to all properties in the City, which are zoned the same as the Properties; and (iii) do not prevent or unreasonably delay development of the Projects in accordance with this Agreement and the Project Approvals; or

(2) are specifically mandated and required by State or Federal laws and regulations which are applicable to the Projects (whether enacted previous or subsequent to the Effective Date of this Agreement); or

(3) represent increases to existing Developer Fees under the Applicable Rules as permitted pursuant to Section 6(f) below.

(v) "Site Map" means the site plan for the Projects attached hereto as Exhibit "E" for the business center Project and Exhibit "F" for the industrial center Project generally depicting the development of the Properties contemplated pursuant to the Project Approvals.

(w) "Subsequent Land Use Regulations" means any change in or addition to the Applicable Rules adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any change in any applicable general or specific plan, zoning, subdivision, or building regulation, including, without limitation, any such change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever by the City Council or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Projects.

(x) "Subsequent Project Approvals" shall mean all further Discretionary Actions or Discretionary Approvals requested with respect to the Projects. Following adoption, a Subsequent Project Approval shall become a Project Approval.

(y) "Term" means the term of this Agreement remains in full force and effect. The initial Term shall be ten (10) calendar years commencing on the Effective Date of this Agreement.

(z) "Zoning Regulations" shall mean Article IX of the Agoura Hills Municipal Code in effect as of the Effective Date of this Agreement.

## Section 2. Recitals of Premises, Purpose and Intent.

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements

establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

“The Legislature finds and declares that:

“(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

“(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development.”

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the Parties.

(b) City Procedures and Actions. Pursuant to the authorization set forth in § 65865 of the Development Agreement Act, City has adopted rules and regulations establishing procedures and requirements for development agreements. Such rules and regulations are set forth in the Enabling Resolution. In accordance with the Enabling Resolution, City has undertaken the necessary proceedings, has found and determined that this Agreement is consistent with the General Plan and the Zoning Regulations, and has adopted Ordinance No. 2011-\_\_\_\_ approving this Agreement which Ordinance becomes effective on \_\_\_\_\_, 2011.

(c) The Properties. ABC West owns approximately 2.02 acres located in the City as more particularly described in Exhibit “A” attached hereto and as shown on the Site Map attached hereto as Exhibit “E”. ABC North owns approximately 10.29 acres located in the City as more particularly described in Exhibit “B” attached hereto and as shown on the Site Map attached hereto as Exhibit “F”.

(d) The Projects. It is ABC West’s intent to improve the business center Property as described in the Project Approvals and the Mitigated Negative Declaration subject to the Applicable Rules, the Conditions of Approval and this Agreement. It is ABC North’s intent to improve the industrial center Property as described in the Project Approvals and the Mitigated Negative Declaration subject to the Applicable Rules, the Conditions of Approval and this Agreement. For the Term of this Agreement, the permitted uses, the densities and intensities of use, the subdivision requirements, the

maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval for the Projects.

(e) Public Objectives. In accordance with the legislative findings set forth in §§ 65864, et seq. of the Development Agreement Act, City wishes to attain certain public objectives that will be furthered by this Agreement. Development of the Projects in accordance with this Agreement will provide for the orderly development of the Properties in accordance with the Applicable Rules and the Project Approvals. Moreover, this Agreement will eliminate uncertainty in planning for and securing orderly development of the Projects, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens, and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. Additionally, although development in accordance with this Agreement will restrain the City's land use and other relevant police powers, the Agreement will provide City with sufficient Reserved Powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to the City, ABC West and ABC North will receive assurances that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules and the Project Approvals, subject to the terms and conditions of this Agreement and the Conditions of Approval.

### Section 3. Project Development.

(a) Project Development. In consideration of the premises, purposes and intentions set forth in Section 2 above, including but not limited to its vested right to build out the Projects in accordance with the Project Approvals and subject only to the Applicable Rules, ABC West and ABC North shall use commercially reasonable efforts, in accordance with their own sole and subjective business judgment taking into account market conditions and economic considerations, to develop their respective Projects in accordance with the terms set forth in this Agreement, the Project Approvals and the Applicable Rules. ABC West and ABC North may develop their respective Properties or any portions thereof with a development of lesser height or density than the Projects, provided that such development otherwise complies with the Applicable Rules, including the Mitigated Negative Declarations, the Project Approvals and this Agreement.

(b) Timing of the Development. The Parties acknowledge that neither ABC West nor ABC North can at this time predict when or the rate at which their respective Projects would be developed. Such decisions depend upon numerous factors which are not all within the control of either ABC West or ABC North, such as construction costs, occupancy and space needs for tenants and owners within the Properties, interest rates, and other similar factors. Because the California Supreme Court held in *Pardee*

*Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of the ABC West, ABC North and City to hereby cure that defect by acknowledging and providing that the ABC West and ABC North shall have the right to develop their respective Properties consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as they deem appropriate within the exercise of their sole and subjective business judgment during the Term of this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Properties with the permitted uses of land and the densities and intensities of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals and the Conditions of Approval.

(c) **Moratorium.** No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Properties, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the Council, a board, agency, commission or department of City, the electorate, or otherwise) affecting parcel maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, shall apply to the Properties to the extent such moratorium or other limitation is in conflict with this Agreement; provided, however, the provisions of this Section shall not affect City's compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

(d) **Low and Moderate Income Housing.** Neither ABC West nor ABC North shall be required to include any low, moderate or other restricted income housing in, nor to pay in lieu fees, in connection with the construction and operation of the Projects.

(e) **Infrastructure Phasing Flexibility.** Notwithstanding the provision of any phasing requirements in the Project Approvals or any Subsequent Project Approvals, ABC West, ABC North and City recognize that economic and market conditions may necessitate changing the order in which the on-site and/or off-site infrastructure is constructed. Therefore, should it become necessary or desirable to develop any portion of the Projects' infrastructure in an order that differs from the order set forth in the Project Approvals or any Subsequent Project Approvals, ABC West, ABC North and City shall collaborate and City shall permit any modification reasonably requested by ABC West or ABC North so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Projects being then developed.

(f) **City Services.** Subject to ABC West's and ABC North's installation of infrastructure in accordance with the requirements of the Project Approvals and any Subsequent Project Approvals, City will cooperate with ABC West and ABC North in

working with the services and utilities providers to assure to the extent the laws and regulations of the State, the County of Los Angeles and the City provide to service the Project. City shall provide all applicable City controlled services to the Projects and City shall impose no restriction regarding City provided hookups or service to the Projects with respect to said items during and after the term of this Agreement.

(g) Issuance of Permits. City shall to cooperate with ABC West and ABC North in the issuance of permits on an expedited basis and at the earliest feasible date, including, separate and sequential issuance of grading and building permits and, if applicable, issuance of permits prior to recordation of tract maps for their respective Projects provided that ABC West's and ABC North's applications for such permits comply with all Applicable Rules applying to the subject matter of the applicable permit and with their respective Project Approvals and Conditions of Approval.

(1) Timely City Actions. City shall timely consider and expeditiously act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a Discretionary Action or Discretionary Approval. If ABC West or ABC North satisfactorily comply with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by City for processing applications for such Discretionary Actions or Discretionary Approvals that City will not unreasonably withhold or unreasonably condition any such subsequent Discretionary Action or Discretionary Approval required in connection with any Subsequent Project Approval. All Subsequent Project Approvals shall be subject to the terms and conditions of this Agreement. Any Subsequent Project Approval implementing the Project Approval or any conditions, terms, restrictions and requirements of any such Subsequent Project Approval implementing the Projects, shall not prevent development of the Projects for the uses and in accordance with the maximum densities or intensities of development set forth in this Agreement. Without limiting the generality of the foregoing, City acknowledges that the Project Approvals, Conditions of Approval and EIR Mitigation Measures set forth the full and complete conditions, exactions, restrictions, mitigations and other like matters required in connection with development of the Properties and that, except as required by the Reserved Powers or as ABC West or ABC North may otherwise consent, no additional conditions of approval, exactions, dedications, mitigations or other like matters shall be required from or imposed upon ABC West or ABC North in connection with any Subsequent Project Approval required or sought by ABC West or ABC North in connection with the implementation of their respective Projects approved in the Project Approvals.

(2) Processing and Time Period of Tentative Map and Other Project Approvals. Notwithstanding anything to the contrary in the Applicable Rules or otherwise, ABC West or ABC North may file applications for tentative maps for

their respective Projects at any time as determined necessary or appropriate for the expeditious development of their respective Properties. As provided in California Government Code §§ 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Projects and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 1(y) above or the date such approval would otherwise be in effect under applicable law, whichever is later.

(3) Additional Staffing. If, in the reasonable discretion of the City Manager or his/her designee, City and its regular staff would be unable to process (or if, in fact, standard City staffing fails to result in processing of) Ministerial Permits and Approvals or Discretionary Actions and Approvals as promptly as required to meet ABC West's or ABC North's schedules, City shall, after consultation with ABC West or ABC North, hire sufficient temporary plan check, inspection, engineering and other personnel or additional consultants for such actions as reasonably necessary to meet ABC West's or ABC North's requirements, at their sole cost and expense. City shall consult in good faith with the ABC West or ABC North as to any additional consultants to be hired pursuant to this Section provided that City shall retain the sole discretion as to selection of any such consultants. In order to provide the City with advance notice of upcoming applications for Ministerial Permits and Approvals, ABC West and ABC North shall supply to the City, no later than January 1 of each year, a list of the various Discretionary Actions and Approvals and Ministerial Permits and Approvals which it reasonably anticipates will be requested during that year. Such list shall be updated quarterly, unless agreed to sooner by the Parties. To the extent (i) any outside consultants or exclusively dedicated staff performs work on the Projects under this Section and ABC West or ABC North reimburse City for all costs of such consultants or staff as provided above, and (ii) such work replaces work that would have otherwise been performed by standard City staff under normal processing conditions, ABC West and ABC North shall be entitled to a credit for such consultant fees or special staff reimbursement charges against the standard Processing Fees paid by ABC West or ABC North or which normally would have been otherwise required to be paid by them. ABC West and ABC North shall pay all reimbursements to City required under this Agreement within thirty (30) days after it receives an invoice identifying such reimbursable expenses; provided that ABC West and ABC North shall have the right to audit such costs, at their expense, upon request.

(h) Design/Development Standards. Notwithstanding the provisions of the Applicable Rules, the following design/development standards shall apply to the Projects:

(1) Easements. Easements dedicated for pedestrian use as shown on Tentative or Vesting Tentative Map(s) shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities approved by the City Engineer so long as they do not



unreasonably interfere with pedestrian use. Nothing in this subsection (i) (1) shall be interpreted as expanding or extending public access to or through the Project Property in excess of the requirements of the General Plan, or the Project Approvals as of the Effective Date of this Agreement.

(i) Eminent Domain. If any Project Approval contains a condition for acquiring or improving property off-site, City will, at ABC West's or ABC North's cost, undertake such acquisition or rights of use by way of its powers of eminent domain if it determines that the use of such power is in the public interest. If City does not elect to exercise its power of eminent domain, ABC West or ABC North shall be absolved of the duty to acquire and improve off-site property, and the aforesaid condition shall be vacated by City.

(j) Architectural Approval. No architectural review beyond that required by the Conditions of Project Approvals shall be required of the Projects.

(k) Cooperation and Implementation.

(1) Processing. Upon ABC West's or ABC North's completion of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, City shall commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. ABC West and ABC North shall, in a timely manner, provide City with all documents, plans and other information required under the Applicable Rules which are necessary for City to carry out its processing obligations.

(2) Clarification or Minor Modification. The provisions of this Agreement require a close degree of cooperation between the Parties and the refinement and further development of the Projects may demonstrate that clarifications or minor modifications of this Agreement are appropriate with respect to the details of performance by them. If and when, from time to time, during the term of this Agreement, City and ABC West or ABC North agree that such clarifications or minor modifications are necessary or appropriate, they shall effectuate such clarifications or minor modifications through an Operating Memoranda approved by City and ABC West or ABC North, which, after execution, shall be attached hereto. No such Operating Memoranda shall require public notice or hearing. The City Attorney shall be authorized to make the determination whether a requested clarification or minor modification may be effectuated pursuant to this Section or whether the requested clarification or minor modification is of such a character as to constitute an amendment hereof. The City Manager may execute any Operating Memoranda hereunder without Council or Planning Commission action.

(3) Other Governmental Permits. ABC West and ABC North shall apply for such other permits and approvals as may be required from other

governmental or quasi-governmental agencies having jurisdiction over the Projects as may be required for the development of, or provision of services to, the Projects. City shall cooperate with ABC West and ABC North in their endeavors to obtain such permits. To the extent that City, the Council, the Planning Commission or any other board, agency or commission of City constitutes and sits as any other board, agency or commission, committee, or department, it shall not take any action that conflicts with City's obligations under this Agreement.

(4) Legal Challenges. In the event of a legal action instituted by a third party or other governmental entity or official challenging the validity of this Agreement or any provision hereof or the granting of any of the Project Approvals or the terms thereof, the Parties shall affirmatively cooperate with one another in defending said action. If litigation is filed contesting the validity of this Agreement or the right of ABC West or ABC North to construct their respective Projects in accordance with the provisions of this Agreement or the granting of any Project Approvals or the terms thereof, City, as well as ABC West or ABC North, shall be entitled to appear and to defend against the allegations made in such litigation provided that ABC West or ABC North, pursuant to the Conditions of Approval, shall reimburse City for all of its expenditures actually incurred and supported by receipts in the defense of such litigation, including, but not limited to, City's reasonable attorneys' fees, so long as there is no settlement thereof without ABC West's or ABC's North's consent, which consent shall not be unreasonably withheld. City shall cooperate with ABC West's or ABC North's defense of any such litigation, and shall make its records (other than documents privileged from disclosure) and personnel available to ABC West's or ABC North's counsel as may be reasonably requested in connection with such litigation.

#### Section 4. Redevelopment Agency Owned Property

(a) ABC West and ABC North (collectively "ABC") shall do all of the following, at its sole cost, with respect to the Redevelopment Agency Owned Property:

(1) Install a reclaimed water line stubbed at the property line to serve the Redevelopment Agency Owned Property as shown on Exhibit "G."

(2) Install a water line stubbed at the property line to serve the Redevelopment Agency Owned Property as shown on Exhibit "G."

(3) Install an 18" flared inlet with concentric apron and an 18" storm drain pipe as shown on Exhibit "G."

(4) Install a 24" storm drain and manhole pursuant to MTD 1840 (privately maintained) as shown on Exhibit "G."

(5) Install a hydrant to serve the Redevelopment Agency Owned Property and install a ten inch fire water line stubbed at the property line to serve the Redevelopment Agency Owned Property as shown on Exhibit "G."

(6) Install conduits for future underground utilities such as electricity, gas, phone and cable television installed by others stubbed out at the property line into hand hole to serve the Redevelopment Agency Owned Property as shown on Exhibit "G."

(7) Install street lights as shown on Exhibit "G."

(8) Construct street, sidewalk, curb and gutters, and six three inch conduit crossings under the sidewalk, for future irrigation installed by others, at designated locations as shown on Exhibit "G."

(9) ABC shall commence the installation of the improvements shown on Exhibit "G" within two years of the Effective Date and shall diligently pursue them until completion.

All of the improvements shown on Exhibit "G" shall be subject to the City Engineer's approval, such approval not to be unreasonably withheld.

(b) Limitations on ABC's Responsibilities with Respect to Providing Improvements to Serve the Redevelopment Agency Owned Property.

(1) ABC shall not be responsible for dewatering of any kind during the infrastructure improvement process.

(2) Prior to the commencement of grading on either the business center Property or the industrial center Property, ABC shall have the absolute right, but not the obligation, to terminate this Agreement if the ABC determines, in its sole discretion, that the total cost to provide the improvements shown on Exhibit "G" will exceed \$250,000. If ABC makes that determination, and if it decides, in its sole discretion that it will terminate this Agreement, it shall immediately notify the City in writing of its decision. Upon receipt of that decision by the City, no Party to this Agreement shall thereafter have any rights or obligations under this Agreement.

(3) ABC shall complete any improvement shown on Exhibit "G" if, at the time ABC terminates this Agreement, ABC has commenced construction of that improvement.

(4) Once grading has commenced on either the business center Property or the industrial center Property, ABC shall have no right to terminate this Agreement.

(c) City Responsibilities with Respect to the Redevelopment Agency Owned Property.

(1) The City shall waive all Processing Fees and inspection fees which would otherwise be due in connection with the provision of the improvements shown on Exhibit "G."

(2) The City shall defend, indemnify and hold ABC West and ABC North and its agents and employees harmless from any claims, demands, liabilities, costs, including attorneys' fees incurred by ABC West and ABC North, arising out of, or connected to, the provision of improvements to serve the Redevelopment Agency Owned Property once the work is completed and the City has inspected, approved and accepted the improvements.

Section 5. Warranties

(a) City Warranties. City hereby warrants to ABC West and ABC North as follows:

(1) Entitlement to Develop. City has the authority to permit ABC West and ABC North to develop their respective Projects, subject to, and in accordance with: (a) the Mitigated Negative Declarations; (b) the Applicable Rules; (c) the Project Approvals, and Conditions of Approval thereon; and (d) the terms and conditions of this Agreement, and, based upon all the information made available to City prior to or concurrently with the execution of this Agreement, there are no Applicable Rules that would prohibit or prevent the full completion and occupancy of the Projects in accordance with the uses, densities, heights, and terms of development incorporated and agreed to herein.

(2) Consistency with General Plan. The Projects are consistent with the General Plan and the Project Approvals lawfully authorize the construction and use of the Projects.

(3) Authority to Enter Agreement. The City has the legal authority to enter into and implement this Agreement.

Section 6. Changes in Applicable Rules.

(a) Non-application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules, including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Projects or construction of all or any part of the Projects) or the imposition of any new fee or exaction (except for the increases in the Developer Fees as provided for in this Agreement), adopted or becoming operative after the Effective Date of this Agreement, including, without limitation, any such change by

means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Projects and which would conflict in any way with or be more restrictive than the Applicable Rules, ABC West's or ABC North's entitlements under the Project Approvals, or this Agreement, shall not be applied to the Projects unless such changes represent an exercise of City's Reserved Powers. ABC West or ABC North may, at their sole discretion, give City written notice of its election to have any Subsequent Land Use Regulations applied to their respective Property, in which case such Subsequent Land Use Regulation shall be deemed to be an Applicable Rule with respect to such Project.

(b) Changes in Uniform Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Projects shall be subject to changes occurring from time to time in the provisions of City's building, mechanical, plumbing and electrical regulations which are based on the recommendations of a multi-state professional organization and become applicable throughout the City, including, but not limited to, the Uniform Building Code and other similar or related uniform codes.

(c) Changes Mandated by Federal or State Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date of this Agreement shall apply to the Projects, if such changes or additions are specifically mandated to be applied to developments such as the Projects, by applicable State or Federal laws or regulations. Where City, ABC West or ABC North believes that such a change or addition exists, such Party shall take the following actions:

(1) Notice and Copies. The Party which believes a change or addition to the Applicable Rules has occurred shall provide the other Parties hereto with a copy of such State or Federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Agreement.

(2) Modification Conferences. The Parties shall, within ten (10) days, meet and confer in good faith and engage in a reasonable attempt to modify this Agreement to comply with such Federal or State law or regulation. In such discussions, the City, ABC West and ABC North shall preserve the terms of this Agreement and the rights of the ABC West and ABC North derived from this Agreement to the maximum feasible extent while resolving the conflict.

(3) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then the matter shall be scheduled for hearing before the City Council by the City Clerk at the Council's next meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the

representative of ABC West and ABC North and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. ABC West and ABC North, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

(d) Cooperation in Securing Permits. The City shall cooperate with ABC West and ABC North in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project, including, without limitation, any permits or approvals required as a result of such a modification referred to in Section 6(c) above.

(e) Applicable Processing Fees. The applicable Processing Fees shall be those in effect at the time that any approvals or permits are sought for the development of the Projects.

(f) Applicable Developer Fees. The Projects shall be subject only to the payment of Developer Fees in existence as of the Effective Date of this Agreement, and to increases in such Developer Fees imposed after the Effective Date of this Agreement, only if: (a) the same are mandated by Federal or State law or regulation, and (b) such increases comply with the requirements of California Government Code §§66000, et seq., and other applicable law. No development charges, fees or contributions, other than as expressly provided for in the Project Approvals and this Development Agreement, shall be imposed by the City on the Projects or the Properties.

(g) ABC West's and ABC North's Right to Contest Increases in Fees. Nothing in this Agreement shall prevent ABC West or ABC North or their representatives from contesting, in any appropriate forum, the imposition or the amount of any new Processing Fees or new Developer Fees or any increase in existing fees. Such right of protest shall not extend to the current amount of any Developer Fees or Processing Fees in effect as of the Effective Date of this Agreement, which shall be paid pursuant to the terms of this Agreement and the City's normal fee payment schedule. Notwithstanding any pending contest of such fees, City shall proceed with issuance of all required Project and Ministerial Approvals, plan checks and inspections with respect to the Projects and shall not withhold or delay issuance of those Project or Ministerial Approvals, plan checks and inspections based upon any pending protest or appeal with respect to such fee.

(h) Ministerial Permits. The City shall not require ABC West or ABC North to obtain any Ministerial Permits or Approvals for the development of their respective Projects in accordance with this Agreement other than those required by the Applicable Rules. Any Ministerial Permit or Approval required under the Applicable Rules shall be governed by the Applicable Rules.

(i) Discretionary Approvals. Any Subsequent Project Approval involving a Discretionary Action or Discretionary Approval required after the Effective Date of this Agreement in order to commence or complete the Projects, which does not materially change, modify or alter the Projects, shall be governed by the Applicable Rules. Any such subsequent Discretionary Action or Discretionary Approval which materially and substantially changes, modifies or alters the Projects, shall be subject to the Applicable Rules and any applicable Subsequent Land Use Regulations.

(j) Amendments to Entitlements. From time to time, ABC West or ABC North may seek amendments to one or more of the Project Approvals applicable to its respective Property. Any such amendments are within the scope of this Agreement as long as they are consistent with the Applicable Rules and shall, upon approval by City, continue to constitute the "Project Approvals" as referenced herein.

Section 7. Default Provisions. In the event that the City, ABC West or ABC North does not perform its material obligations under this Agreement in a timely manner and fails to cure such breach within the period provided herein ("Defaults"), then, except as provided below, the non-defaulting Party shall have all rights and remedies provided herein and/or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of the defaulting Party under this Agreement, or terminating this Agreement with respect to such defaulting Party, provided that the non-defaulting Party has first complied with the following procedure:

(a) Dispute Resolution. Any and all claims, grievances, demands controversies, causes of action or disputes of any nature whatsoever (including but not limited to tort and contract claims, and claims upon any law, statute, order, or regulation) (hereinafter "Claims"), arising out, in connection with, or in relation to (i) the interpretation, performance or breach of this Agreement, or (ii) the arbitrability of any Claims under this Agreement, shall be resolved in accordance with a two-step dispute resolution process administered by "End Dispute" arbitration and mediation service or other mutually selected dispute resolution service involving, first, mediation by a retired judge from a panel supplied by the service, followed, if necessary, by final and binding arbitration before the same, or if requested by either Party, another panelist. Such dispute resolution process shall be confidential and shall be conducted in accordance with California Evidence Code § 1119.

(1) Mediation. In the event any Claim is not resolved by an informal negotiation between City and ABC West or ABC North, within thirty (30) days after a Party receives written notice from another Party that a Claim exists, the matter shall be referred to the Los Angeles offices of "End Dispute" for an informal, non-binding mediation consisting of one or more conferences between the Parties in which a retired judge will seek to guide the Parties to a resolution of the Claims. The Parties shall select a mutually acceptable neutral mediator from among the "End Dispute" panel of mediators. In the event the Parties cannot agree on a mediator, the Administrator of "End Dispute" will appoint a mediator. The mediation process shall continue until the earliest to occur of the following: (i) the

Claims are resolved, (ii) the mediator makes a finding that there is no possibility of resolution through mediation, or (iii) thirty (30) days have elapsed since the Claim was first scheduled for mediation.

(2) Arbitration. Should any Claims remain after the completion of the mediation process described above, the Parties shall submit all remaining Claims to final and binding arbitration administered by "End Dispute" in accordance with the then existing "End Dispute" Arbitration Rules. Neither Party nor the arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. Except as provided herein, the California Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this subparagraph (2). The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of California. Except as otherwise provided in this Agreement, the arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions under the California Code of Civil Procedure. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Such award shall include reasonable attorneys' fees to the prevailing Party as set forth in Section 8(ff) below. Judgment upon the award may be entered in any court having jurisdiction thereof. The Parties shall have the right to contest the arbitrator's award based on errors of fact or law.

(3) Adherence to this dispute resolution process shall not limit the Parties' right to obtain any provisional remedy, including without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests.

(4) This dispute resolution process shall survive the termination of this Agreement. The Parties expressly acknowledge that by signing this Agreement, they are giving up their respective right to a jury trial.

(b) Termination. If any Party wishes to terminate this Agreement, in whole or in part, but for the purposes of this subparagraph (b) only, as a result of any breach of this Agreement established pursuant to the arbitration procedure set forth above, it shall first provide written notice to the non-defaulting Party setting forth the nature of the default established by the arbitration proceeding and the actions, if any, required by the defaulting Party to cure such default, and the defaulting Party shall have failed to cure such default within thirty (30) days after receipt of such notice or within such additional time as is reasonably necessary to cure such default, provided that the defaulting Party commences the cure of that default within said thirty (30) day period and thereafter diligently pursues the cure of that default to completion. If the defaulting Party does not cure the default or comply with the arbitrator's order within that period, then the non-defaulting Party may, after compliance with §§ 65864 et seq., of the Government Code, terminate this Agreement upon written notice to the defaulting Party. Such termination shall not affect any right or duty arising from entitlements or approvals, including the



Project Approvals applicable to the Properties, approved prior to the effective date of termination. Notwithstanding anything herein to the contrary, City shall not have the right to specifically enforce against ABC West or ABC North the provisions of Section 3(a) above, nor in any way to compel ABC West or ABC North to either start or complete their respective Projects, nor to seek any monetary damages from ABC West or ABC North for its failure to start or complete their respective Projects. Notwithstanding the foregoing, City shall have the right (i) to compel ABC West or ABC North by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, (ii) to require ABC West or ABC North to dedicate any property and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Properties pursuant to this Agreement and (iii) to compel ABC West and ABC North by an action for specific performance to complete the improvements as shown on Exhibit "G"

(c) No Monetary Damages Remedy Against the City. ABC West and ABC North acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from ABC West or ABC North for any breach, termination or default hereunder. In no event shall ABC West or ABC North be entitled to recover money damages of any amount against the City for the City's breach, termination or default under this Agreement.

#### Section 8. General Provisions.

##### (a) Expiration.

(1) Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall not affect any claim of any Party hereto, arising out of the provisions of this Agreement prior to the effective date of such termination, or affect any right or duty arising from entitlements or approvals, including the Project Approvals, applicable to the Properties approved prior to the effective date of the termination, and all representations and warranties set forth herein shall survive such termination.

(2) This Agreement shall terminate and be of no further force or effect as to any buyer of a condominium unit which is a part of the industrial center Project and which has received a certificate of occupancy notwithstanding the right to assign provided in section 8(f)(1) below.

(b) ABC West's and ABC North's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, ABC West and ABC North retain the right to terminate this Agreement as it affects their Property and their Project upon thirty (30) days written notice to City in the event that they determine that continued development of their respective Projects has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by City or other governmental or quasi-

governmental entity or agency as conditions to Subsequent Project Approvals or City's exercise of its Reserved Powers in a way deemed by ABC West or ABC North to be inconsistent with the development of their respective Projects. In the event ABC West or ABC North exercises this right, it shall nonetheless be responsible for mitigation of those impacts to City resulting from development that has occurred on the Property subject to the termination prior to the notice of termination, and within the thirty (30) day notice period. City and ABC West or ABC North shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to the Property involved and as to all matters except for the remaining mitigation obligation in dispute, and with respect thereto the Parties shall proceed as provided in Section 7 above. In the event ABC West or ABC North exercises this right of termination, ABC West or ABC North shall not be entitled to any restoration, refund or reimbursement of costs, fees, dedications or other consideration already paid or otherwise transferred to the City in accordance with the Project Approvals, Conditions of Approval and this Agreement.

(c) Enforced Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, whenever a period of time is designated within which any Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is prevented from the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including, without limitation, war; acts of terrorism; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; strikes; litigation and administrative proceedings involving the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs, such as an annual review); ABC West's or ABC North's inability to obtain financing; economic conditions which make the construction or operation of the Properties infeasible; restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which are not within the reasonable control of the Party to be excused (collectively, "Force Majeure Event"). The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the City's Reserved Powers or other Force Majeure Event; provided, that the Term of this Agreement shall not be extended under any circumstances for more than an additional five (5) years under this Section 8(c).

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California with the venue of the Los Angeles County Superior Court.

(e) Amendments. This Agreement may be amended from time to time in accordance with City Ordinances and the Development Agreement Act.

(f) Assignment.

(1) Right to Assign. ABC West and ABC North shall have the unfettered right to sell, transfer or assign its interest in their respective Properties in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code §§ 66410, et seq.) without the consent of City, and in so doing assign its rights and obligations under this Agreement as the same may relate to the portion of the Property being transferred, to any person, partnership, joint venture, firm or corporation at any time during the Term of this Agreement.

(2) Release of Transferring Owner. Upon the sale, transfer or assignment of all or a portion of the Properties, the seller, transferor or assignor shall be released of all obligations under this Agreement that relate to the portion of the Properties being transferred and, thereafter, City shall look solely to such transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Properties acquired by such transferee. In connection with each such transfer, the transferor shall require the transferee to assume in writing all of the obligations under this Agreement that relate to the portion of the Properties being transferred. If any such buyer, transferee or assignee defaults under this Agreement, such default shall not constitute a default by the owner of any other portion of the Property and shall not entitle City to terminate this Agreement with respect to such other portion of the Properties or the owner thereof who is not in default. The transferee shall be responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferee.

(g) Covenant. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Properties. All provisions of the Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with respect to development of the Properties: (i) is for the benefit of, and is a burden upon, the Properties; (ii) runs with the Properties and each portion thereof; and (iii) is binding upon each Party and each successor in interest during ownership of the Properties or any portion thereof.

(h) This Agreement's benefits and burdens relating to the business center and the industrial center Properties and Projects are independent of each other. A default by ABC West shall not affect ABC North's benefits and burdens under this Agreement nor shall a default by ABC North affect ABC West's benefits and burdens under this Agreement. A default under section 4(a) of this Agreement shall be considered a default of both ABC West and ABC North.

(i) Relationship of the Parties. Neither ABC West nor ABC North is acting as an agent, joint venturer or partner of City, but is, in fact, an independent party and not in

any way under the control or direction of City except as is expressly provided to the contrary in this Agreement.

(j) Notices. Whenever notices are required to be given pursuant to the provisions of this Agreement, the same shall be in written form and shall be served upon the Party to whom addressed by personal service as required in judicial proceedings, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, Registered or Certified Mail, or by reputable overnight courier, or by facsimile addressed to the Parties as follows:

CITY City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attn: City Manager & Director of  
Planning & Community Development  
Facsimile No.: (818) 597-7352

WITH A COPY TO: Richards, Watson & Gershon  
355 South Grand Avenue,  
40th Floor  
Los Angeles, California 90071-3101  
Attn: Craig A. Steele, Esq.  
Facsimile No.: (213) 626-0078

ABC WEST Richard M. Ota, President  
and ABC NORTH: Agoura Business Center West, LLC, and  
Agoura Business Center North, LLC  
5304 Derry Avenue, Suite A  
Agoura Hills, CA 91301  
Facsimile No.: (818) 889-8750

WITH A COPY TO: Kenneth B. Bley, Esq.  
Cox, Castle & Nicholson LLP.  
2049 Century Park East, 28th Floor  
Los Angeles, CA 90067-3284  
Facsimile No.: (310) 277-7889

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier, or (iv) when received by the Party to whom faxed as confirmed in the fax confirmation has not been rejected (provided that any such notice delivered after 5:00 p.m. shall be deemed received on the next business day).

(l) Recordation. As provided in California Government Code § 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the

County of Los Angeles within ten (10) days following its execution by all Parties. ABC West and ABC North shall reimburse the City for all costs of such recording, if any.

(m) Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is superseded or rendered unenforceable according to any applicable law which becomes effective after the Effective Date of this Agreement, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by law.

(n) Time of the Essence. Time is of the essence for each provision of this Agreement of which time is an element.

(o) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect to any occurrence or event shall be deemed a waiver of any right or remedy in respect to any other occurrence or event.

(p) No Third Party Beneficiaries. The only Parties to this Agreement are the City, ABC West and ABC North and their respective successors-in-interest. There are no third party beneficiaries and this Agreement is not intended and shall not be construed to benefit or be enforceable by any other person whatsoever.

(q) Entire Agreement. This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether written or oral, with respect to the subject matter hereof.

(r) Advice. Neutral Interpretation. Each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. This Agreement has been drafted through a joint effort of the Parties and their counsel and therefore shall not be construed against any of the Parties in its capacity as draftsperson, but in accordance with its fair meaning.

(s) Headings. The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words "include", "including" or other words of like import are intended as words of illustration and not limitation and shall be construed to mean "including, without limitation".

(t) Certificate of Compliance. At any time during the term of this Agreement, any lender or other Party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such

defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefore. The failure of any Party to provide the requested certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that to the best of such Party's knowledge, no defaults exist under this Agreement, except as may be represented by the requesting Party.

(u) Mortgagee Protection. This Agreement shall not prevent or limit ABC West or ABC North, at its sole discretion, from encumbering its respective Property or any portion thereof or any improvement thereon, by any mortgage, deed of trust, or other security device securing financing with respect to all or a portion of the respective Property. City acknowledges that the lenders providing such financing may require certain Agreement interpretations and/or modifications and shall, upon written request, from time to time, meet with ABC West or ABC North and representatives of such lenders to negotiate in good faith any such request for interpretation, modification or amendment. City shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property, or any portion thereof, shall be entitled to the following rights and privileges:

(1) Neither the entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage or deed of trust on the Properties, nor any portion thereof, made in good faith and for value.

(2) The Mortgagee of any mortgage or beneficiary of a deed of trust encumbering the Properties, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, shall be entitled to receive written notification from the City of any default or noncompliance by ABC West or ABC North in the performance of its obligations under this Agreement.

(3) If City timely receives a request from a Mortgagee requesting a copy of any notice of default or notice of non-compliance given to ABC West or ABC North under the terms of this Agreement, City shall provide a copy of that notice to the Mortgagee within ten (10) calendar days of sending the notice of default to ABC West or ABC North, and the Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such Party under this Agreement, except that as to a default requiring title or possession of the Properties or any portion thereof to effectuate a cure, if the Mortgagee commences foreclosure proceedings to acquire title to the Properties or applicable portion thereof within ninety (90) days after receipt from City of the written notice of default, the Mortgagee shall be entitled to cure such default after

obtaining title or possession provided that such Mortgagee does so promptly and diligently after obtaining title or possession.

(4) Any Mortgagee who comes into possession of the Properties, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Properties, or part thereof, subject to the terms of this Agreement and shall automatically succeed to ABC West's or ABC North's rights hereunder, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of ABC West or ABC North under the Agreement arising prior to acquisition of title to the Properties, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Projects or any component thereof, except as expressly provided in Section 7(b) above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement.

(v) Processing of Modification. ABC West or ABC North shall reimburse City for its actual costs reasonably and necessarily incurred as a result of any modification to this Agreement initiated by ABC West or ABC North or its Mortgagee, provided that City shall use its best efforts to minimize such costs.

(w) Warranty. ABC West warrants to the City that, as of the Effective Date of this Agreement, it owns the business center Property and ABC North warrants to the City that, as of the Effective Date of this Agreement, it owns the industrial center Property.

(x) Indemnity. ABC West and ABC North shall indemnify, defend and hold City, its elected and appointed officers, agents, employees and consultants harmless from and against any claim, demand, judgment, liability, cost or expense, including reasonable attorneys' fees and court costs, arising from any personal injury, property damage or wrongful death claim caused by or resulting from the operations of ABC West or ABC North or its contractors, subcontractors, employees or agents in connection with the development of their respective Projects; provided, that in no event shall the foregoing be construed to mean that ABC West or ABC North shall hold the City or any other Party harmless and/or defend them to the extent that any such claims, cost, liability or expense arise from, or are alleged to have arisen from, the negligent acts or omissions of the Party seeking indemnification. City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by ABC West or ABC North to defend ABC West or ABC North and City in any such action.

(y) Consideration. The City, ABC West and ABC North acknowledge that there is good, sufficient and valuable consideration flowing to the City and to ABC West and ABC North pursuant to this Agreement as more particularly set forth in the Recitals and Section 2 of this Agreement. The Parties further acknowledge that the exchanged consideration hereunder is fair, just and reasonable.

(z) Entitlement to Develop. ABC West and ABC North are hereby granted the vested right to develop their respective Projects on their respective Properties to the extent and in the time and manner provided in this Agreement. All of the development allowed under the Project Approvals is hereby vested specifically with ABC West and ABC North and their successors and assigns on the terms set forth in this Agreement.

(aa) Periodic Reviews.

(1) Annual Reviews. City shall conduct annual reviews to determine whether ABC West and ABC North are acting in good faith compliance with the provisions of this Agreement as provided in Agoura Hills Municipal Code Article 9, Chapter 6, Part 4, § 9682.6-(k)1. The reasonable cost of each annual review conducted during the term of this Agreement shall be reimbursed to City by ABC West and ABC North. Such reimbursement shall include all direct and indirect expenses reasonably incurred in such annual reviews.

(2) Special Reviews. In addition, upon a finding of substantial evidence of good cause, the City Council of City may order a special periodic review of ABC West's and ABC North's compliance with this Agreement at any time. The cost of such special reviews shall be borne by City, unless such a special review demonstrates that ABC West or ABC North is not acting in good faith compliance with the provisions of this Agreement. Upon such findings being made, ABC West or ABC North shall reimburse City for all costs, direct and indirect, incurred in conjunction with such a special review.

(3) Conduct of Reviews. The City Manager, or designee, shall cause the annual and special reviews to be conducted. If, at the conclusion of any annual or special review, ABC West or ABC North is found to be in substantial compliance with this Agreement, City shall, upon request of ABC West or ABC North, issue a Certificate of Agreement Compliance ("Certificate") in such form as ABC West or ABC North may reasonably request stating that, after the most recent annual and special review, this Agreement remains in effect and ABC West or ABC North is performing in accordance herewith. At ABC West's or ABC North's request, such Certificate shall be in recordable form and may be recorded against its respective Property. City's failure to timely conduct any annual review shall not constitute or be construed as a breach, default or waiver under this Agreement.

(bb) Development Agreement/Project Approvals. In the event of any inconsistency between any Applicable Rule, Project Approvals or Subsequent Project Approval and this Agreement, the provisions of the Agreement shall control.

(cc) Reimbursement. Nothing in this Agreement precludes City, ABC West and ABC North from entering into any reimbursement agreement for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Project Approvals or the Subsequent Project Approvals to the extent



that they are in excess of those reasonably necessary to mitigate the impacts of the Projects and are determined by the City Manager to benefit other properties as they may develop over time.

(dd) Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City, ABC West or ABC North relating to this Agreement, the Project Approvals, any Subsequent Project Approvals or other development issues or approvals affecting the Properties shall not delay or stop the development, processing or construction of the Projects, approval of any future Discretionary Approvals, or issuance of future Ministerial Permits or Approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

(ee) Record of Applicable Rules. Prior to the Effective Date of this Agreement, City, ABC West and ABC North shall use reasonable efforts to assemble three identical sets of the Applicable Rules, one set for City and one set each for ABC West and ABC North, so that, if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to all Parties.

(ff) Future Litigation Expenses.

(1) Payment of Prevailing Party. If City, ABC West or ABC North brings an action or proceeding (including, without limitation, any motion, order to show cause, cross-complaint, counterclaim, third-party claim, mediation or arbitration proceeding) by reason of defaults, breaches, tortious acts, or otherwise arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit including, but not limited to, reasonable attorneys' fees and expert witness fees.

(2) Scope of Fees. Attorneys' fees under this Section shall include attorneys' fees on any appeal and, in addition, a Party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such action, including but not limited to the preparation and costs of the Administrative Record maintained by City. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party in any lawsuit shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

(gg) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement. Facsimile or e-mail copies may be used as originals.

(hh) Binding Effect. All of the terms, provisions, agreements, rights, powers, standards, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City, ABC West and ABC North, and their respective,

successors (by merger, reorganization, consolidation or otherwise) assignees, successors, mortgagees, administrators, representatives, lessees, and all other persons acquiring the Properties, or any portion thereof, or interest therein, whether by operation of law or in any manner whatsoever. Whenever the term "ABC West," "ABC North" or "Owner" is used herein, such term shall include any other lawfully approved successor in interest of ABC West or ABC North, with respect to all or any portion of their respective Properties.

IN WITNESS WHEREOF, City, ABC West and ABC North have executed this Agreement as of the date first above written.

CITY:

CITY OF AGOURA HILLS,  
a municipal corporation

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig A. Steele, City Attorney

ABC West  
AGOURA BUSINESS CENTER WEST,  
LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

ABC North  
AGOURA BUSINESS CENTER NORTH,  
LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT "A"

Map and Legal Description of the Business Center Property

Exhibit "B"

Map and Legal Description of the Industrial Center Property

Exhibit "C"

Map and Legal Description of the Redevelopment Agency Owned Property

Exhibit "D"

Developer Fees

Exhibit "E"

Site Map for the Business Center Property

Exhibit "F"

Site Map for the Industrial Center Property

Exhibit "G"

Improvement Plan for the Redevelopment Agency Owned Property

# PARCEL MAP NO. 65503

FOR CONDOMINIUM PURPOSES  
IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 54  
AS SHOWN ON THE LICENSED SURVEYOR'S MAP OF SUBDIVISION  
OF A PORTION OF LOT "H" IN THE RANCHO LAS VIRGINES, AS PER  
MAP FILED IN BOOK 15, PAGES 8 AND 9 RECORD OF SURVEY MAPS  
RECORDS OF LOS ANGELES COUNTY, JUNE 2006  
PREPARED BY WESTLANDCIVIL, INC



FILED  
AT REQUEST OF  
AGOURA BUSINESS CENTER NORTH, LLC  
BOOK 367  
PAGE 37-39  
OFFICER NAME  
LOS ANGELES COUNTY, CA  
Register/Recorder/County Clerk  
by MeADON  
FEE \$ 3.00  
RCE # 2 2010  
PA FEE CODE 20

Map / Grant

### OWNER'S STATEMENT

I HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED  
IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS  
MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE CONSENT TO  
THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AND  
WE HEREBY DEDICATE TO THE CITY OF AGOURA HILLS, THE  
EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, AS SHOWN  
ON THE MAP.

OWNER:  
AGOURA BUSINESS CENTER NORTH, LLC  
A CALIFORNIA LIMITED LIABILITY COMPANY

William E. Poe  
BY: WILLIAM E. POE, MEMBER

Sherryl Lynn Philen  
BY: SHERRYL LYNN PHILEN, MEMBER

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ON November 30, 2010 BEFORE ME, Kimberly A. Klein, Notary Public  
PERSONALLY APPEARED WILLIAM E. POE, WHO PROVED TO ME ON THE  
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME  
THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT  
BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY  
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE  
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE  
OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]

PRINTED NAME: Kimberly A. Klein  
MY COMMISSION EXPIRES: February 11, 2012  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles County  
COMMISSION NUMBER: 1791144

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

ON November 30, 2010 BEFORE ME, Kimberly A. Klein, Notary Public  
PERSONALLY APPEARED SHERRYL LYNN PHILEN, WHO PROVED TO ME ON  
THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME  
IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME  
THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY, AND THAT  
BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY  
UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE  
INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE  
OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [Signature]

PRINTED NAME: Kimberly A. Klein  
MY COMMISSION EXPIRES: February 11, 2012  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles County  
COMMISSION NUMBER: 1791144

I HEREBY CERTIFY THAT ALL DOCUMENTS HAVE BEEN FILED AND  
COPIES HAVE BEEN MADE THAT ARE REQUIRED UNDER THE  
PROVISIONS OF SECTIONS 9000 AND 9001 OF THE SUBDIVISION  
MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY: Peter Mandi 4/17/10  
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ 64,125.00  
THIS DEED FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF  
TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND  
SHOWN ON MAP OF THE PROPERTIES MAP NO. 65503, S.S.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
BY: Peter Mandi 4/17/11  
DEPUTY DATE



### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS  
BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE  
AT THE REQUEST OF AGOURA BUSINESS CENTER NORTH, LLC, IN  
APRIL, 2010. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY  
CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED  
TENTATIVE MAP IF ANY. THE MONUMENTS ARE OF THE CHARACTER  
AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET  
IN THOSE POSITIONS ON OR BEFORE APRIL, 2012, AND THAT THE  
MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY  
TO BE RETRACED.

Donald G. Waite 11/23/10  
DONALD G. WAITE RCE 27364  
LICENSE EXPIRES: 03/31/11



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT  
SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND  
ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF  
STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF AGOURA  
HILLS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE  
MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT  
THIS MAP IS TECHNICALLY CORRECT.



Ramiro S. Adeva III  
RAMIRO S. ADEVA III  
CITY ENGINEER, CITY OF AGOURA HILLS  
RCE NO. 68865  
EXP. DATE 09/30/2012

### CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, AND  
THAT THIS MAP IS TECHNICALLY CORRECT.



Jayant P. Patel 12/14/2010  
JAYANT P. PATEL  
CITY SURVEYOR, CITY OF AGOURA HILLS  
RCE NO. 20444  
EXP. DATE 09/30/2011

### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AGOURA  
HILLS, BY MOTION PASSED ON THE 12th DAY OF November 2011  
APPROVED THE ATTACHED MAP. SAID COUNCIL ALSO DID ACCEPT ON  
BEHALF OF THE PUBLIC, THE DEDICATION TO THE CITY OF AGOURA  
HILLS THE EASEMENT FOR PUBLIC ROAD AND  
HIGHWAY PURPOSES AS SHOWN ON SAID MAP.

Kimberly Rodrigues  
DATE

Kimberly Rodrigues  
KIMBERLY RODRIGUES  
CITY CLERK, CITY OF AGOURA HILLS

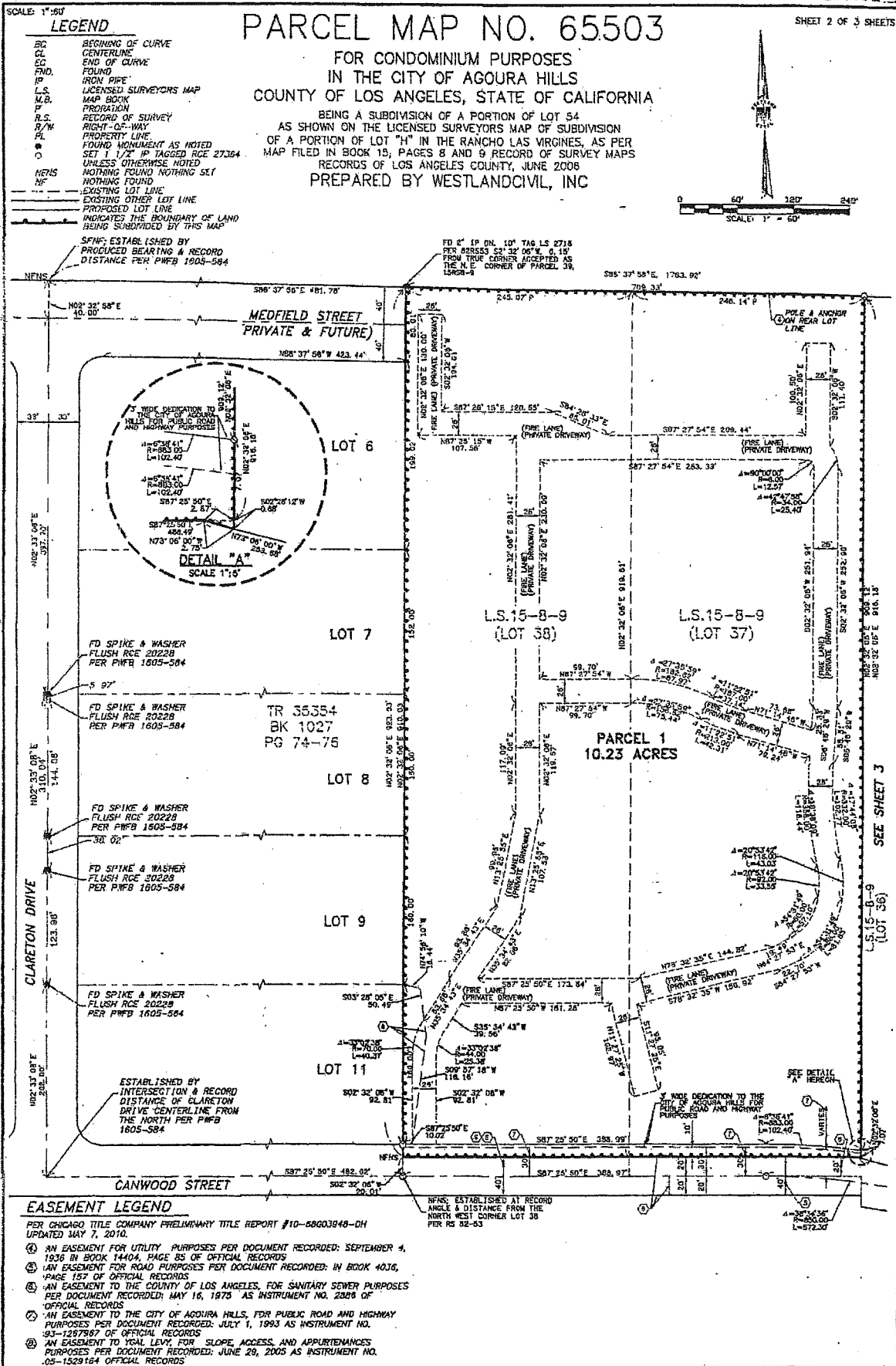
### BASIS OF BEARINGS

THE BEARING OF N41° 06' 51" E ALONG THE CENTERLINE OF  
DERRY AVENUE AS SHOWN ON PARCEL MAP NO. 82245 FILED IN  
BOOK 343, PAGES 39-42, LOS ANGELES COUNTY, AND SHOWN  
AS N40° 58' 44" E ON THIS MAP, WAS USED AS THE BASIS OF  
BEARINGS FOR THIS MAP.

### SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF  
THE INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS  
OF SECTION 66436, (a)(3)(A) OF THE SUBDIVISION MAP ACT AS  
THEIR INTEREST ARE SUCH THAT IT CANNOT RIPEN INTO A FEE.

- (a) Southern California Telephone Company, present owner of an  
easement for public utilities as disclosed by deed recorded  
September 4, 1936, in Book 14404, Page 85 of Official  
Records.
- (b) H.W. Foss, et al, owner of an easement for road purposes as  
disclosed by deed recorded June 17, 1924, in Book 4036, Page  
157 of Official Records
- (c) City of Agoura Hills, present owner of an easement for sanitary  
sewer as disclosed by deed recorded May 16, 1975, as  
Document No. 2886 of Official Records
- (d) City of Agoura Hills, present owner of an easement for road  
purposes as disclosed by deed recorded July 1, 1993 as  
Document No. 1267967 of Official Records
- (e) Ygal Levy present owner an easement for slope and access as  
disclosed by deed recorded June 29, 2005, as Document No.  
2005-1529184 of Official Records



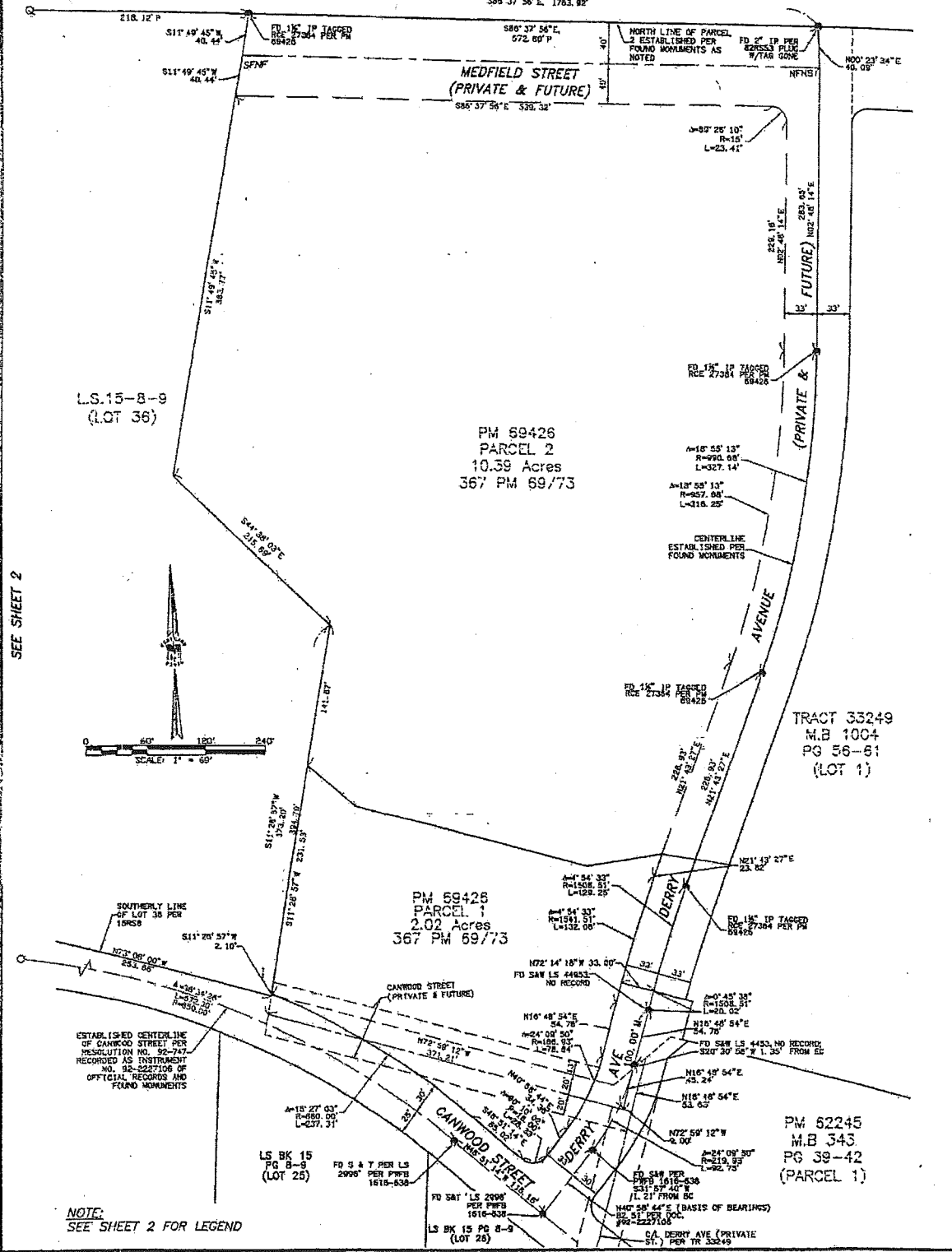
SCALE 1"=60'

SHEET 3 OF 3 SHEETS

# PARCEL MAP NO. 65503

FOR CONDOMINIUM PURPOSES  
IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 54  
AS SHOWN ON THE LICENSED SURVEYORS MAP OF SUBDIVISION  
OF A PORTION OF LOT "H" IN THE RANCHO LAS VIRGINES, AS PER  
MAP FILED IN BOOK 13, PAGES 8 AND 9 RECORD OF SURVEY MAPS  
RECORDS OF LOS ANGELES COUNTY, JUNE 2006  
PREPARED BY WESTLAND CIVIL, INC



SEE SHEET 2

NOTE:  
SEE SHEET 2 FOR LEGEND

# PARCEL MAP NO. 69426

IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 2 OF TRACT NO.  
33249, AS PER MAP RECORDED IN BOOK 1004, PAGES 56  
THROUGH 61 INCLUSIVE OF MAPS AND PORTIONS OF PARCELS 25  
AND 26 AS SHOWN ON LICENSED SURVEYORS MAP, FILLED IN BOOK  
15 PAGES 8 AND 9 OF RECORD OF SURVEYS, ALL IN THE CITY OF  
AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN  
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLANDCIVIL, INC

## SIGNATURE OMISSIONS

The signature of Pacific Bell Telephone Company, a California corporation successor in interest to Southern California Telephone Company, a corporation, easement holder(s) by deed(s) recorded September 4, 1936 as Instrument No. 797 in Book 14292 Page 351 and September 4, 1936 as Instrument No. 798 in Book 14405 Page 65, both of Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Susan A. Turnbull, successor or assignee, the owners of oil and mineral rights by a deed recorded March 16, 1962 as Instrument No. 1610 in Book D1548 Page 615, Official Records, may be omitted under the provisions of Section 66436, (a)3C of the Subdivision Map Act.

The signature of City of Agoura Hills, a municipal corporation successor by incorporation to the County of Los Angeles, interest holder under an offer to dedicate on the map of Tract No. 33249 recorded in book 1004, pages 56 through 61 inclusive of Maps, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Southern California Edison Company, a corporation, easement holder(s) by deed(s) recorded May 27, 1982 as Instrument No. 82-545681, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Las Virgenes Municipal Water District, a municipal corporation, easement holder(s) by deed(s) recorded May 28, 1982 as Instrument No. 82-551008, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Las Virgenes Municipal Water District, a municipal corporation, easement holder(s) by dedication recorded April 19, 1983 as Instrument No. 83-430875, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee. Said dedication was accepted by an Instrument recorded April 19, 1983 as Instrument No. 83-430875, Official Records

The signature of City of Agoura Hills, a municipal corporation, easement holder(s) by deed(s) recorded May 3, 1984 as Instrument No. 84-533607, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Las Virgenes Municipal Water District, a municipal corporation, easement holder(s) by dedication recorded June 13, 1986 as Instrument No. 86-743569, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Agoura Business Center East, LLC, a California limited liability company, easement holder(s) by deed(s) recorded August 27, 1998 as Instrument No. 98-1529875, Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

The signature of Dale Poe Real Estate Group, et al, lessee(s) under an unrecorded lease disclosed by an Assignment of Leases and Rents recorded August 27, 1998 as Instrument No. 98-1529877 and re-recorded May 18, 1999 as Instrument No. 99-893865, both of Official Records, may be omitted if the name(s) and the nature of their interest are stated on the map and if not required by the governing body in accordance with Section 66436, (a)3A(I-VIII) of the Subdivision Map Act, as their interest cannot ripen into a fee.

## EXISTING EASEMENTS (SEE SHEET 5):

- ① AN EASEMENT FOR POLE LINES AND CONDUITS PER DOCUMENT RECORDED SEPTEMBER 4, 1936 IN BOOK 14292, PAGE 351 OF OFFICIAL RECORDS.
- ② AN EASEMENT FOR POLE LINES AND CONDUITS PER DOCUMENT RECORDED SEPTEMBER 4, 1936 IN BOOK 14405, PAGE 65 OF OFFICIAL RECORDS.
- ③ "PRIVATE DRIVEWAY" AND "FIRE LANE" PER TRACT 33249 IN BOOK 1004, PAGES 56-61 OF MAPS.
- ④ PROVISIONS OF DEDICATION STATEMENT FOR FUTURE STREET OR ALLEY PER TRACT 33249 IN BOOK 1004, PAGES 56-61 OF MAPS.
- ⑤ PROVISIONS OF DEDICATION STATEMENT FOR FUTURE STREET OR ALLEY PER TRACT 33249 IN BOOK 1004, PAGES 56-61 OF MAPS.
- ⑥ AN EASEMENT FOR SANITARY SEWER PER TRACT 33249 IN BOOK 1004, PAGES 56-61 OF MAPS. TO BE ABANDONED BY SEPARATE INSTRUMENT.
- ⑦ AN EASEMENT FOR STORM DRAIN AND STORM DRAIN INGRESS AND EGRESS PER TRACT 33249 IN BOOK 1004, PAGES 56-61 OF MAPS. TO BE ABANDONED BY SEPARATE INSTRUMENT.
- ⑧ AN EASEMENT FOR PUBLIC UTILITIES PER INSTRUMENT #82-545681 RECORDED MAY 27, 1982 OF OFFICIAL RECORDS. BLANKET IN NATURE.
- ⑨ AN EASEMENT FOR WATER LINES PER INSTRUMENT # 82-551008 RECORDED MAY 28, 1982 OF OFFICIAL RECORDS. TO BE ABANDONED BY SEPARATE INSTRUMENT.
- ⑩ DEDICATION TO PROPERTY TO LVMWD FOR PUBLIC USE, RECORDED APRIL 19, 1983 AS INSTRUMENT NO. 83-430875 AND DEDICATION TO LVMWD FOR PUBLIC USE ALL WATER TRANSMISSION AND DISTRIBUTION PIPELINES AND APPURTENANCES AND THE NECESSARY EASEMENTS FOR MAINTAINANCE, REPAIR AND REPLACEMENT OF THE SAME WITHIN TRACT NO. 33249 PHASE 1, BLDGS A-C RECORDED BLANKET IN NATURE
- ⑪ AN EASEMENT FOR STORM DRAIN, STORM DRAIN INGRESS AND EGRESS AND APPURTENANT STRUCTURES PER INSTRUMENT #84-533607 RECORDED MAY 3, 1984 OF OFFICIAL RECORDS. TO BE ABANDONED BY SEPARATE INSTRUMENT.
- ⑫ DEDICATION TO PROPERTY TO LVMWD FOR PUBLIC USE, RECORDED JUNE 13, 1986 AS INSTRUMENT NO. 86-743569 AND DEDICATION TO LVMWD FOR PUBLIC USE ALL WATER TRANSMISSION AND DISTRIBUTION PIPELINES AND APPURTENANCES AND THE NECESSARY EASEMENTS FOR MAINTAINANCE, REPAIR AND REPLACEMENT OF THE SAME WITHIN TRACT NO. 33249 PHASE 1, BLDGS A-C BLANKET IN NATURE.
- ⑬ A DOCUMENT ENTITLED "AGREEMENT OF GRANTS OF RECIPROCAL INGRESS AND EGRESS, DRIVEWAY AND DRAINAGE EASEMENTS" PER INSTRUMENT NO. 98-1529875 RECORDED AUGUST 27, 1998 OF OFFICIAL RECORDS.
- ⑭ AN EASEMENT FOR ROAD PURPOSES RECORDED IN BOOK 4036, PAGE 157 OF OFFICIAL RECORDS. (UNPLOTABLE).
- ⑮ RESERVING AN EASEMENT FOR ROAD PURPOSES RECORDED IN BOOK 6199, PAGE 243 OF OFFICIAL RECORDS.
- ⑯ RESERVING AN EASEMENT FOR ROAD PURPOSES RECORDED SEPTEMBER 22, 1947 IN BOOK 24948, PAGE 94 OF OFFICIAL RECORDS.
- ⑰ AN EASEMENT FOR STORM DRAIN AND STORM DRAIN INGRESS AND EGRESS IN APPURTENANT STRUCTURES PER INSTRUMENT #81-865948 RECORDED AUGUST 28, 1981 OF OFFICIAL RECORDS. OUTSIDE THE LIMITS OF SUBDIVISION BOUNDARY.
- ⑱ A DOCUMENT ENTITLED "RESOLUTION 92-747", A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS ESTABLISHING CERTAIN PARCELS OF LAND AS THE PRECISE ALIGNMENT FOR CANNWOOD STREET, GOLDONY DRIVE, LEWIS ROAD AND DERRY AVENUE, AND FURTHER DESIGNATED SAID PARCELS FOR STREET AND HIGHWAY PURPOSES PER INSTRUMENT #92-2227106 DATED NOVEMBER 30, 1992 OF OFFICIAL RECORDS. OUTSIDE THE LIMITS OF SUBDIVISION BOUNDARY.

## PROPOSED EASEMENTS (SEE SHEET 5):

- ① VARIABLE WIDTH EASEMENT TO THE CITY OF AGOURA HILLS FOR PUBLIC SIDEWALK PURPOSES.
- ② VARIABLE WIDTH EASEMENT TO THE CITY OF AGOURA HILLS FOR SEWER & SEWER INGRESS / EGRESS PURPOSES.

367/69

# PARCEL MAP NO. 69426

IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 2 OF TRACT NO. 33249, AS PER MAP RECORDED IN BOOK 1004, PAGES 56 THROUGH 61 INCLUSIVE OF MAPS AND PORTIONS OF PARCELS 25 AND 26 AS SHOWN ON LICENSED SURVEYORS MAP, FILLED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, ALL IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
PREPARED BY WESTLANDCIVIL, INC

1-26  
AT REQUEST OF OWNER

40 PAST  
IN BOOK 367  
AT PAGE 69-73  
OF PARCEL MAPS  
LOS ANGELES COUNTY, LA

Register/Recorder/County Clerk  
C. Wilcox

D.A. FEE Code 20 \$250 FEE \$20.00

OCT 25 2010



Map Grant

### OWNER'S STATEMENT

I HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AND WE HEREBY DEDICATE TO THE CITY OF AGOURA HILLS THE EASEMENTS FOR FOR PUBLIC SIDEWALK, SEWER & SEWER INGRESS & EGRESS PURPOSES AS SHOWN ON THE MAP AND ALL USES INCIDENTAL THERETO, INCLUDING RIGHT TO MAKE CONNECTIONS THERE WITH AND FROM ADJOINING PROPERTIES

OWNER: AGOURA BUSINESS CENTER WEST, LLC A CALIFORNIA LIMITED LIABILITY COMPANY

WILLIAM E. POE AND RENE JACKLYN POE, AS SUCCESSOR CO-TRUSTEES OF THE SHERRYL LYNN POE TRUST DATED APRIL 11, 1979, MEMBER/MANAGER.

BY: William E. Poe  
WILLIAM E. POE, CO-TRUSTEE

BY: René Jacklyn Poe  
RENE JACKLYN POE, CO-TRUSTEE

SHERRYL LYNN POE AND RENE JACKLYN POE AS SUCCESSOR CO-TRUSTEES OF THE WILLIAM E. POE TRUST DATED APRIL 11, 1979, MEMBER/MANAGER.

BY: Sherryl Lynn Poe  
SHERRYL LYNN POE, CO-TRUSTEE

BY: René Jacklyn Poe  
RENE JACKLYN POE, CO-TRUSTEE

### ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AGOURA BUSINESS CENTER WEST, LLC, IN OCTOBER, 2009. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY. THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE OCTOBER, 2011, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

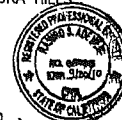
Donald G. Waite  
DONALD G. WAITE RCE 27364  
LICENSE EXPIRES: 03/31/2011



### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT IT SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF AGOURA HILLS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

9/12/10  
DATE  
Ramiro S. Adeva III  
RAMIRO S. ADEVA III  
CITY ENGINEER, CITY OF AGOURA HILLS  
RCE NO. 65865  
EXP. DATE 09/30/2010



### CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, AND THAT THIS MAP IS TECHNICALLY CORRECT.

Aug 13, 2010  
DATE  
Jayant P. Patel  
JAYANT P. PATEL  
CITY SURVEYOR, CITY OF AGOURA HILLS  
RCE NO. 20444  
EXP. DATE 09/30/2011



### CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, BY MOTION PASSED ON THE 22nd DAY OF September 2010 APPROVED THE ATTACHED MAP. SAID COUNCIL ALSO DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF SANITARY SEWER AND STORM DRAIN EASEMENTS AS SHOWN ON SAID MAP.

9/22/2010  
DATE  
Kimberly Rodrigues  
KIMBERLY RODRIGUES  
CITY CLERK, CITY OF AGOURA HILLS



### BASIS OF BEARINGS

THE BEARING OF N41°06'51" E ALONG THE CENTERLINE OF DERRY AVENUE AS SHOWN ON PARCEL MAP NO. 62245 FILED IN BOOK 343, PAGES 39-42, LOS ANGELES COUNTY, AND SHOWN AS N40°58'44" E ON THIS MAP.

STATE OF CALIFORNIA } SS  
COUNTY OF LOS ANGELES

ON Oct 12, 2010 BEFORE ME, Kimberly A. Klein, Notary Public PERSONALLY APPEARED WILLIAM E. POE AND RENE JACKLYN POE

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Kimberly A. Klein

NAME: Kimberly A. Klein  
MY COMMISSION EXPIRES: February 11, 2012  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles County  
Commission Number: 1791144

STATE OF CALIFORNIA } SS  
COUNTY OF LOS ANGELES

ON October 19, 2010, BEFORE ME Kimberly A. Klein  
A NOTARY PUBLIC PERSONALLY APPEARED,  
Sherryl Lynn Poe

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN HER AUTHORIZED CAPACITY, AND THAT BY HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Kimberly A. Klein

PRINTED NAME: Kimberly A. Klein  
MY COMMISSION EXPIRES: February 11, 2012  
MY PRINCIPAL PLACE OF BUSINESS IS IN: Los Angeles County  
Commission Number: 1791144

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND REPORTS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 8600 AND 8602 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Peter Mandi 10/12/10  
DEPUTY DATE

I HEREBY CERTIFY THAT THE PARCEL MAP NO. 69426 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND AS SHOWN ON THE MAP OF THIS PARCEL MAP NO. 69426 AS REQUIRED BY LAW

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Peter Mandi 10/12/10  
DEPUTY DATE





SCALE: 1"=60'

SHEET 3 OF 5 SHEETS

# PARCEL MAP NO. 69426

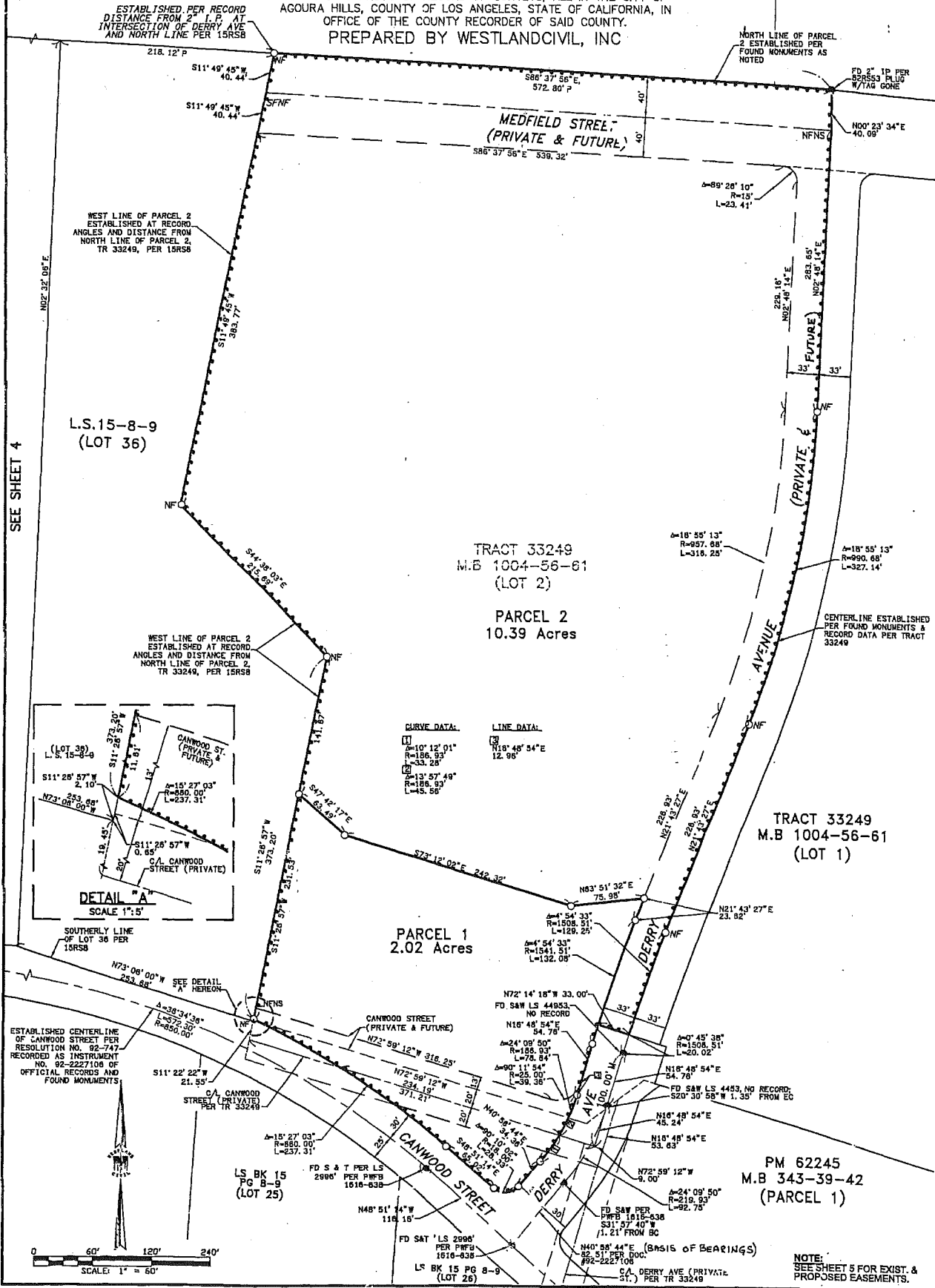
IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 2 OF TRACT NO. 33249, AS PER MAP RECORDED IN BOOK 1004, PAGES 56 THROUGH 61 INCLUSIVE OF MAPS AND PORTIONS OF PARCELS 25 AND 26 AS SHOWN ON LICENSED SURVEYORS MAP, FILLED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, ALL IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLANDCIVIL, INC

**NOTE:**

1. SEE SHEET 5 OF 5 FOR EASEMENTS PLOTTING.
2. SEE LEGEND ON SHEET 4 OF 5.



SCALE: 1"=60'

SHEET 4 OF 5 SHEETS

# PARCEL MAP NO. 69426

IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

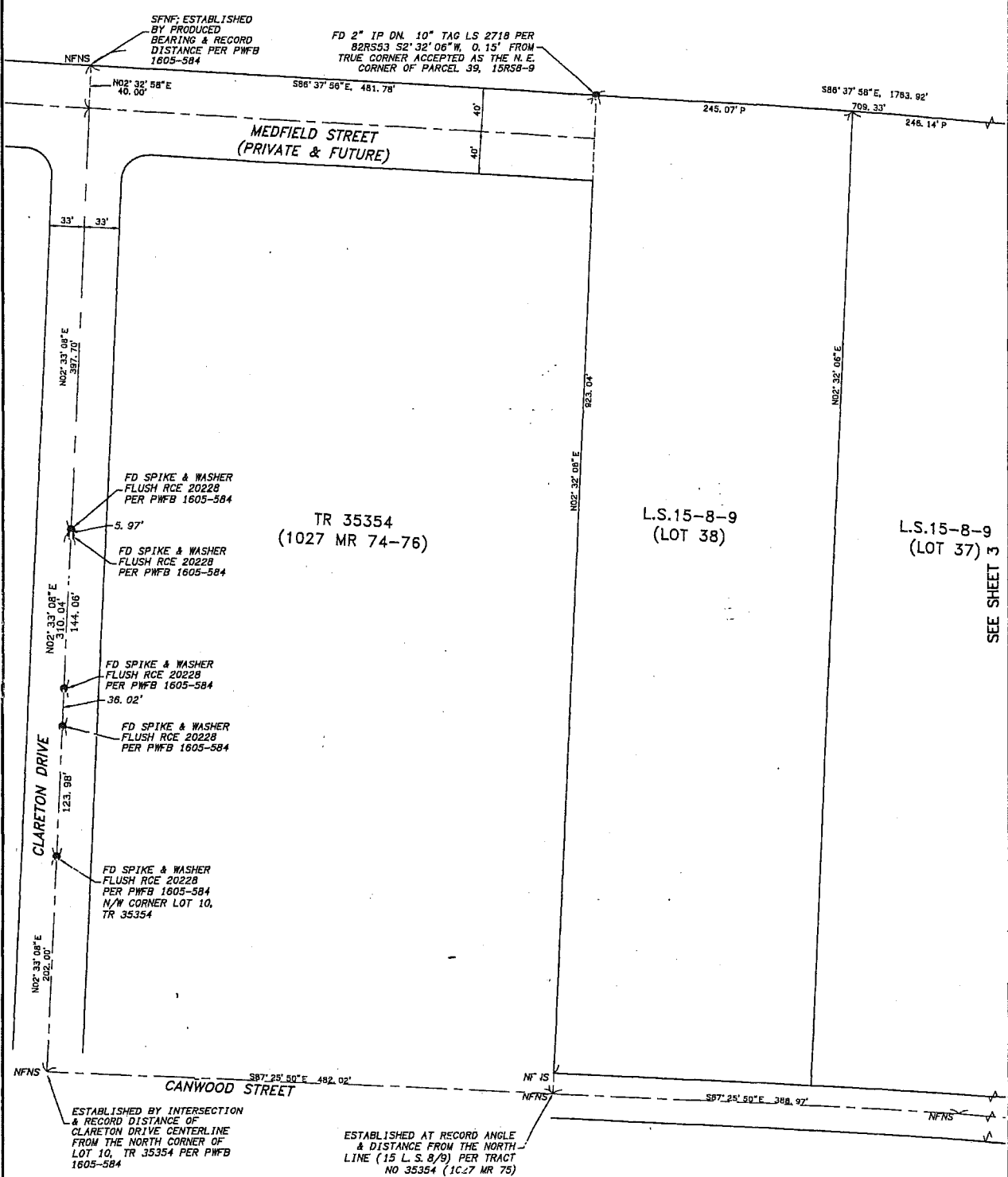
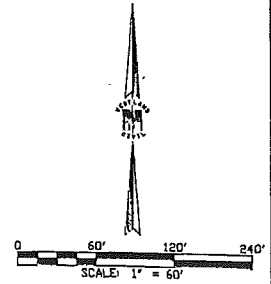
BEING A SUBDIVISION OF A PORTION OF LOT 2 OF TRACT NO. 33249, AS PER MAP RECORDED IN BOOK 1004, PAGES 56 THROUGH 61 INCLUSIVE OF MAPS AND PORTIONS OF PARCELS 25 AND 26 AS SHOWN ON LICENSED SURVEYORS MAP, FILLED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, ALL IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLAND CIVIL, INC

### LEGEND

- BC BEGINNING OF CURVE
- CL CENTERLINE
- EC END OF CURVE
- FND FOUND
- IP IRON PIPE
- L.S. LICENSED SURVEYORS MAP
- M.B. MAP BOOK
- P PRORATION
- R.S. RECORD OF SURVEY
- R/W RIGHT-OF-WAY
- PL PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 1 1/2" IP TAGGED RCE 27364
- UNLESS OTHERWISE NOTED
- NFNS NOTHING FOUND NOTHING SET
- NF NOTHING FOUND
- EXISTING LOT LINE
- - - PROPOSED LOT LINE
- INDICATES THE BOUNDARY OF LAND BEING SUBDIVIDED BY THIS MAP

NOTE:  
1. SEE SHEET 5 OF 5 FOR EASEMENTS PLOTTING.



ESTABLISHED BY INTERSECTION & RECORD DISTANCE OF CLARETON DRIVE CENTERLINE FROM THE NORTH CORNER OF LOT 10, TR 35354 PER PWF 1605-584

ESTABLISHED AT RECORD ANGLE & DISTANCE FROM THE NORTH LINE (15 L.S. 8/9) PER TRACT NO 35354 (1027 MR 75)

SEE SHEET 3

SCALE: 1"=60'

SHEET 5 OF 5 SHEETS

# PARCEL MAP NO. 69426

IN THE CITY OF AGOURA HILLS  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF LOT 2 OF TRACT NO. 33249, AS PER MAP RECORDED IN BOOK 1004, PAGES 56 THROUGH 61 INCLUSIVE OF MAPS AND PORTIONS OF PARCELS 25 AND 26 AS SHOWN ON LICENSED SURVEYORS MAP, FILLED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, ALL IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PREPARED BY WESTLANDCIVIL, INC

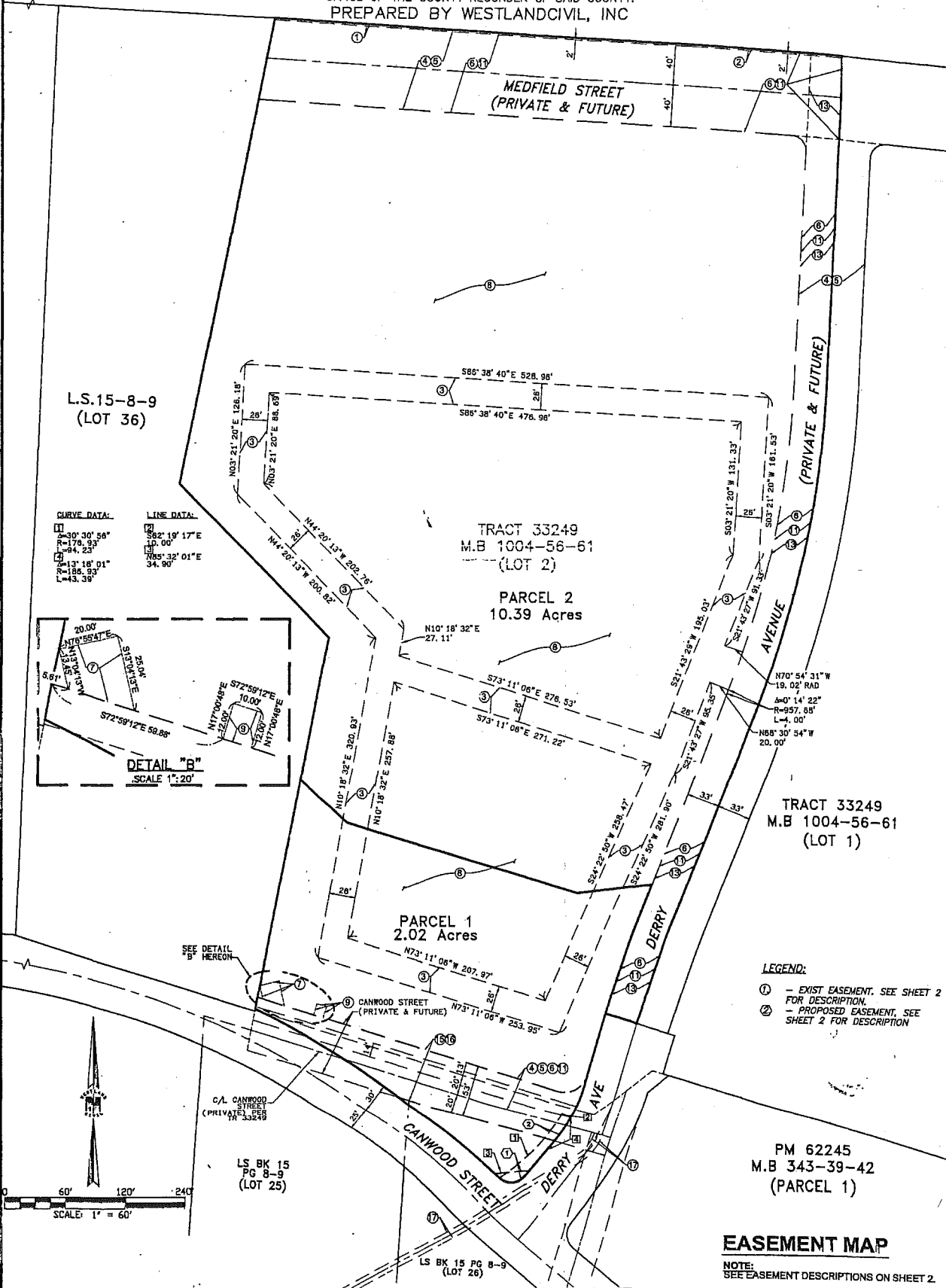




EXHIBIT "C"

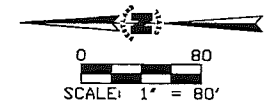
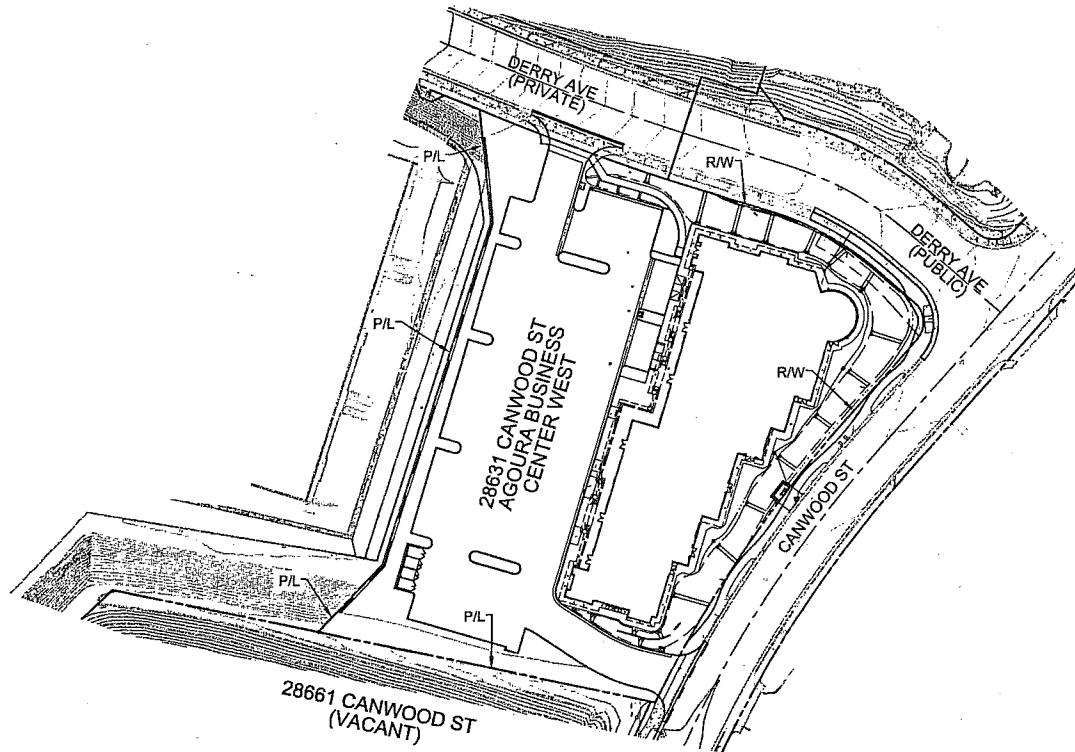
LEGAL DESCRIPTION

CITY AGOURA HILLS PROPERTY

ALL OF LOT NO. 36 AS SHOWN ON LICENSED SURVEYORS MAP FILED IN BOOK 15 PAGES 8 AND 9 OF RECORD OF SURVEYS, IN THE CITY OF AGOURA HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Exhibit D**  
**Developer Fees**

- |    |  |   |
|----|--|---|
| 1. | General Plan Update Recovery Fee:                    | \$1.41 / 1,000.00 building valuation          |
| 2. | Las Virgenes Unified School District Fee:            | \$0.47 / square foot of building floor area   |
| 3. | Los Angeles County Fire District<br>Development Fee: | \$0.9296 / square foot of building floor area |
| 4. | Traffic Improvement Fee                              |   |
|    | - Business Park/Manufacturing:                       | \$5.136 / square foot of building floor area  |
|    | - Retail / Service:                                  | \$6.682 / square foot of building floor area  |



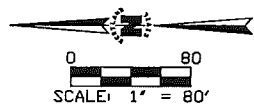
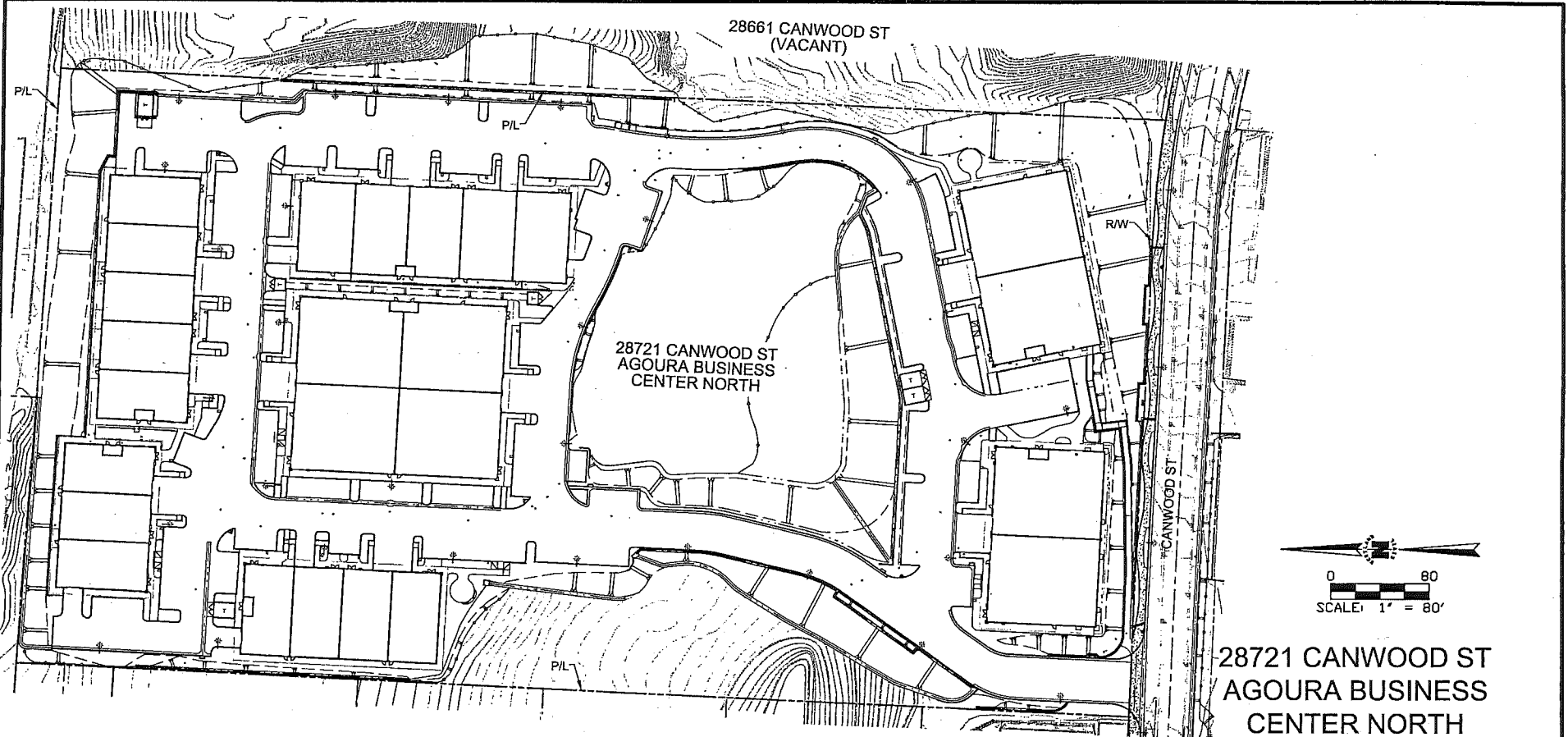
28631 CANWOOD ST  
 AGOURA BUSINESS  
 CENTER WEST  
 PROPERTY IMPROVEMENTS  
 EXHIBIT "E"

PREPARED BY: ID #:Poe.City/01



CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS  
 558 ST. CHARLES DR, SUITE 202, THOUSAND OAKS, CA, 91380  
 (805) 495-1330 FAX: (805) 446-9125

PREPARED FOR:  
 AGOURA BUSINESS CENTER NORTH &  
 AGOURA BUSINESS CENTER WEST  
 5304 DERRY AVENUE, AGOURA HILLS, CA 91301  
 ATTN: BRETT TREBIL  
 PH: (818) 889-2822



28721 CANWOOD ST  
 AGOURA BUSINESS  
 CENTER NORTH  
 PROPERTY IMPROVEMENTS  
 EXHIBIT "F"

**PREPARED FOR:**  
 AGOURA BUSINESS CENTER NORTH &  
 AGOURA BUSINESS CENTER WEST  
 5304 DERRY AVENUE, AGOURA HILLS, CA 91301  
 ATTN: BRETT TREBIL  
 PH: (818) 889-2822

PREPARED BY: ID #:Poe.City/01



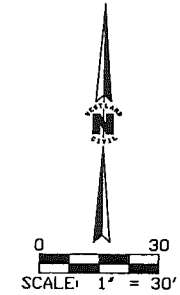
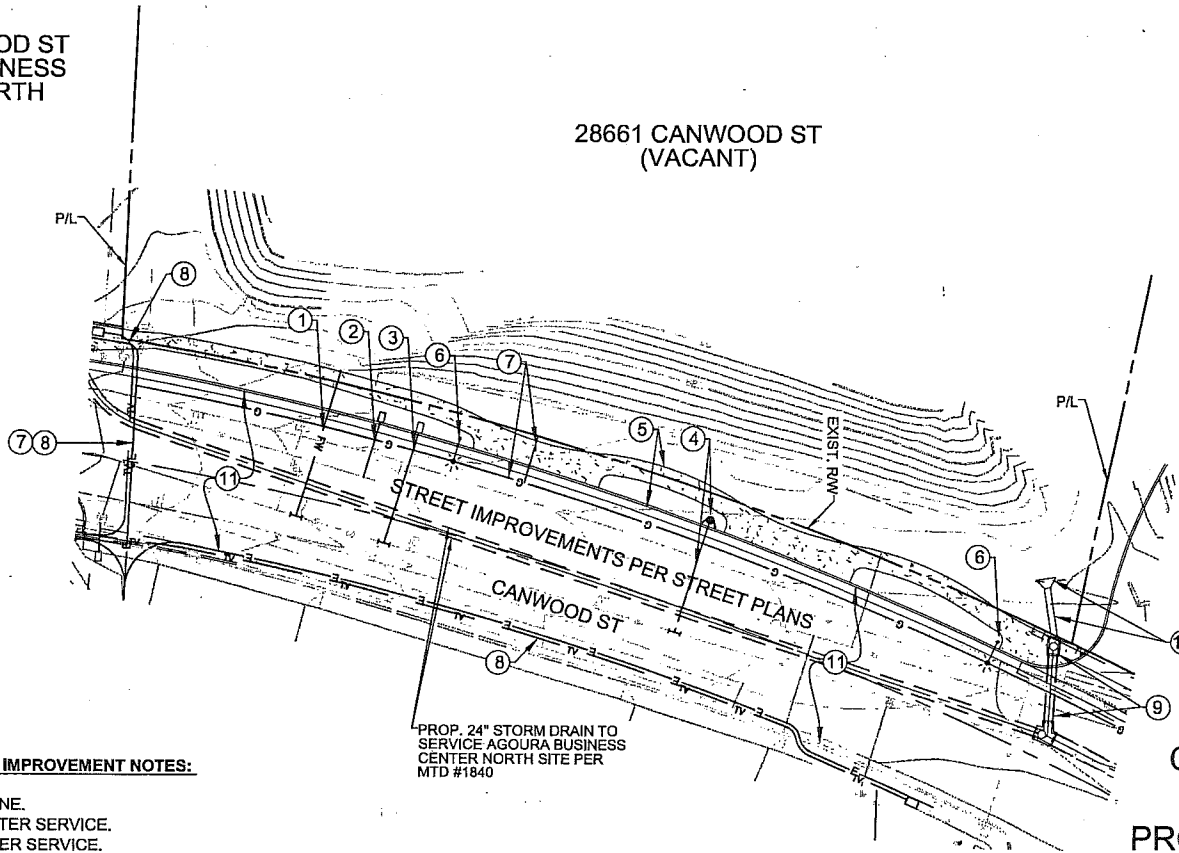
CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS  
 558 ST. CHARLES DR, SUITE 202, THOUSAND OAKS, CA, 91360  
 (805) 495-1330 FAX: (805) 446-9125



28721 CANWOOD ST  
 AGOURA BUSINESS  
 CENTER NORTH

28661 CANWOOD ST  
 (VACANT)

28631 CANWOOD ST  
 AGOURA BUSINESS  
 CENTER WEST



CITY OF AGOURA HILLS  
 28661 CANWOOD ST  
 PROPERTY IMPROVEMENTS  
 EXHIBIT "G"

**CITY OF AGOURA HILLS IMPROVEMENT NOTES:**

- ① 10" FIRE WATER LINE.
- ② 2" RECLAIMED WATER SERVICE.
- ③ 2" DOMESTIC WATER SERVICE.
- ④ HYDRANT ASSEMBLY & 6" WATER LINE.
- ⑤ SIDEWALK, CURB & GUTTER IMPROVEMENTS.
- ⑥ STREET LIGHT.
- ⑦ GAS LINE WITH STUBOUT TO A HANDHOLE AT PL.
- ⑧ AT&T, TIME WARNER, SCE SERVICE WITH STUBOUTS TO A HANDHOLES AT PL.
- ⑨ 24" STORM DRAIN & MH PER MTD 1840 (PRIVATELY MAINTAINED).
- ⑩ 18" FLARED INLET WITH CONC. APRON & 18" STORM DRAIN PIPE (PRIVATELY MAINTAINED).
- ⑪ CURB & GUTTER, STREET A.C. OVERLAY & STRIPING (INCLUSIVE OF CENTRAL STORAGE LANE) PER APPROVED STREET PLANS.

PROP. 24" STORM DRAIN TO  
 SERVICE AGOURA BUSINESS  
 CENTER NORTH SITE PER  
 MTD #1840

**PREPARED FOR:**

AGOURA BUSINESS CENTER NORTH &  
 AGOURA BUSINESS CENTER WEST  
 5304 DERRY AVENUE, AGOURA HILLS, CA 91301  
 ATTN: BRETT TREBIL  
 PH: (818) 889-2822

PREPARED BY:

ID #:Poe.City/01



**WESTLAND CIVIL, INC.**

CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS  
 558 ST. CHARLES DR, SUITE 202, THOUSAND OAKS, CA, 91360  
 (805) 495-1330 FAX: (805) 446-9125

# EXHIBIT D

## **RESPONSES to COMMENTS on the DRAFT IS-MND**

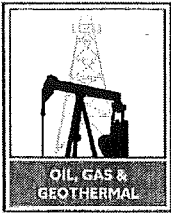
This section includes comments received during the circulation of the Draft Initial Study and Mitigated Negative Declaration (IS-MND) for the Agoura Business Center West and Agoura Business Center North Development Agreement and responses to the comments on the Draft IS-MND.

The Draft IS-MND was circulated for a 20-day public review period that began on February 16, 2012 and concluded on March 7, 2012. The City received two comment letters on the Draft MND. The commenter and the page number on which each commenter's letter appears are listed below.

<u>Letter No. and Commenter</u>	<u>Page No.</u>
1. Department of Conservation, Division of Oil, Gas, and Geothermal Resources	2
2. County of Los Angeles Fire Department	4

The comment letters and responses follow. Each comment letter has been numbered sequentially and each separate issue raised by the commenter, if more than one, has been assigned a number. The responses to each comment identify first the number of the comment letter, and then the number assigned to each issue (Response 1.1, for example, indicates that the response is for the first issue raised in comment Letter 1).





# DEPARTMENT OF CONSERVATION

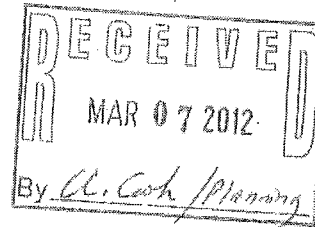
## DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES

5816 Corporate Avenue • Suite 200 • CYPRESS, CALIFORNIA, 90630-4731

PHONE 714 / 816-6847 • FAX 714 / 816-6853 • WEBSITE [conservation.ca.gov](http://conservation.ca.gov)

March 5, 2012

Letter 1



Allison Cook, Principal Planner  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301

### DRAFT INITIAL STUDY (IS) AND MITIGATED NEGATIVE DECLARATION (MND) FOR THE AGOURA BUSINESS CENTER WEST AND AGOURA BUSINESS CENTER NORTH DEVELOPMENT AGREEMENT

Dear Ms. Cook:

The Department of Conservation's (Department) Division of Oil, Gas, and Geothermal Resources (Division) has reviewed the above referenced project. The Division supervises the drilling, maintenance, and plugging and abandonment of oil, gas, and geothermal wells in California.

The Division has no comment on your proposed project.

Thank you for the opportunity to comment on the Draft Initial Study and Mitigated Negative Declaration (MND) for the Agoura Business Center West and Agoura Business Center North Development Agreement. If you have questions on our comments, or require technical assistance or information, please call me at the Cypress district office: (714) 816-6847.

Sincerely,

Syndi Pompa  
Associate Oil & Gas Engineer - Facilities

*Letter 1*

**COMMENTER:** Department of Conservation, Division of Oil, Gas, and Geothermal Resources

**DATE:** March 5, 2012

Response

The commenter confirms that the Department of Conservation's Division of Oil, Gas, and Geothermal Resources has reviewed the Draft IS-MND, and does not have comments on the proposed project.



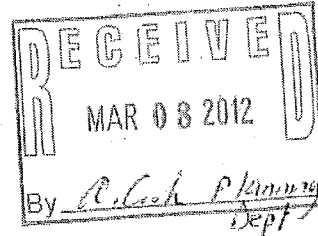


# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

DARYL L. OSBY  
FIRE CHIEF  
FORESTER & FIRE WARDEN



Letter 2

March 2, 2012

Allison Cook, Principal Planner  
City of Agoura Hills  
Planning & Community Development  
30001 Ladyface Court  
Agoura Hills, CA 91301

Dear Ms. Cook:

**NOTICE OF AVAILABILITY/INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION, CASE # 11-DA-001, THE PROJECT IS A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND AGOURA BUSINESS CENTER WEST LLC/AGOURA BUSINESS CENTER NORTH LLC., GRANTING A 10 YEAR EXTENSION, 29721, 28631, 28661 CANWOOD STREET, AGOURA HILLS (FFER #201200026)**

The Notice of Availability has been reviewed by the Planning Division, Land Development Unit, Forestry Division and Health Hazardous Materials Division of the County of Los Angeles Fire Department. The following are their comments:

**PLANNING DIVISION:**

- 1. We have no comments at this time.

2.1

**LAND DEVELOPMENT UNIT:**

- 1. The proposed roadway improvements shall comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows and fire hydrants.
- 2. The statutory responsibilities of the County of Los Angeles Fire Department, Land Development Unit, are the review of and comment on, all projects within the unincorporated areas of the County of Los Angeles. Our emphasis is on the availability of sufficient water supplies for fire fighting operations and local/regional access issues. However, we review all projects for issues that may have a significant impact on the County of Los Angeles Fire

2.2

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKELAND	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	COMMERCE	GLENDORA	IRVINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
BRADBURY							WHITTIER

Department. We are responsible for the review of all projects within Contract Cities (cities that contract with the County of Los Angeles Fire Department for fire protection services). We are responsible for all County facilities, located within non-contract cities.

The County of Los Angeles Fire Department, Land Development Unit may also comment on conditions that may be imposed on a project by the Fire Prevention Division, which may create a potentially significant impact to the environment.

3. This property is located within the area described by the Forester and Fire Warden as a Fire Zone 4, Very High Fire Hazard Severity Zone (VHFHSZ). All applicable fire code and ordinance requirements for construction, access, water mains, fire hydrants, fire flows, brush clearance and fuel modification plans, must be met.
4. The County of Los Angeles Fire Department, Land Development Unit comments are only general requirements. Specific fire and life safety requirements will be addressed at the building and fire plan check phase. There may be additional requirements during this time.
5. Submit three sets of water plans to the County of Los Angeles Fire Department, Land Development Unit. The plans must show all proposed changes to the fire protection water system, such as fire hydrant locations and main sizes. The plans shall be submitted through the local water company.
6. All roadway improvements along Canwood Street shall meet Public Works Standards. Any changes to existing water mains/fire hydrants shall be reviewed and approved by the County of Los Angeles Fire Department. Any proposed water mains/fire hydrants shall be reviewed and approved by the County of Los Angeles Fire Department.
7. Access roads shall be maintained with a minimum of 10 feet of brush clearance on each side. Fire access roads shall have an unobstructed vertical clearance clear-to-sky with the exception of protected tree species. Protected tree species overhanging fire access roads shall be maintained to provide a vertical clearance of 13 feet 6 inches.
8. Future development adjacent to the proposed road improvements may require fire flows up to 8,000 gallons per minute at 20 pounds per square inch residual pressure for up to a five-hour duration. Final fire flows will be based on the size of buildings, its relationship to other structures, property lines and types of construction used. County of Los Angeles Fire Code 2011, Appendix B and C.
9. Fire hydrant spacing shall be 300 feet and shall meet the following requirements:
  - a) No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant.
  - b) No portion of a building shall exceed 400 feet via vehicular access from a properly spaced public fire hydrant.
  - c) Additional hydrants will be required if hydrant spacing exceeds specified distances.

2.2  
cont'd

- d) When cul-de-sac depth exceeds 200 feet on a commercial street, hydrants shall be required at the corner and mid block.
- e) A cul-de-sac shall not be more than 500 feet in length, when serving land zoned for commercial use.
- 10. Turning radii shall not be less than 32 feet. This measurement shall be determined at the centerline of the road. A Fire Department approved turning area shall be provided for all driveways exceeding 150 feet in-length and at the end of all cul-de-sacs.
- 11. When involved with subdivision in a city contracting fire protection with the County of Los Angeles Fire Department, the Fire Department requirements for access, fire flows and hydrants are addressed during the subdivision tentative map stage.
- 12. Proposed construction of projects adjacent to the proposed roadway improvements shall be in compliance with the following. All on-site driveways/roadways shall provide a minimum unobstructed width of 28 feet, clear-to-sky. The on-site driveway is to be within 150 feet of all portions of the exterior walls of the first story of any building. The centerline of the access driveway shall be located parallel to and within 30 feet of an exterior wall on one side of the proposed structure.
- 13. All proposals for traffic calming measures (speed humps/bumps/cushions, traffic circles, roundabouts, etc.) shall be submitted to the Fire Department for review, prior to implementation.
- 14. Notify the County of Los Angeles Fire Department, Fire Station 65 at (818) 889-0610, Fire Station 89 at (818) 597-2272 and Fire Station 70 at (310) 456-2513, at least three days in advance of any street closures that may affect Fire/Paramedic responses in the area.
- 15. Disruptions to water service shall be coordinated with the County of Los Angeles Fire Department and alternate water sources shall be provided for fire protection during such disruptions.
- 16. Temporary bridges (steel plates) shall be designed, constructed and maintained to support a live load of at least 70,000 pounds. A minimum vertical clearance of 13 feet 6 inches will be required throughout construction.
- 17. The County of Los Angeles Fire Department, Land Development Unit appreciates the opportunity to comment on this project.
- 18. Should any questions arise regarding subdivision, water systems, or access, please contact the County of Los Angeles Fire Department, Land Development Unit Inspector, Nancy Rodeheffer, at (323) 890-4243 or at [nrodeheffer@fire.lacounty.gov](mailto:nrodeheffer@fire.lacounty.gov).

2.2  
cont'd

**FORESTRY DIVISION – OTHER ENVIRONMENTAL CONCERNS:**

- 1. The statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division include erosion control, watershed management, rare and endangered species, vegetation,

2.3



Allison Cook, Principal Planner  
March 2, 2012  
Page 4

fuel modification for Very High Fire Hazard Severity Zones or Fire Zone 4, archeological and cultural resources and the County Oak Tree Ordinance.

2. The areas germane to the statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division have been addressed.

2.3  
cont'd

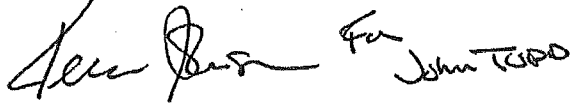
**HEALTH HAZARDOUS MATERIALS DIVISION:**

1. The Health Hazardous Materials Division has no objection to the proposed project.

2.4

If you have any additional questions, please contact this office at (323) 890-4330.

Very truly yours,

A handwritten signature in black ink, appearing to read "John R. Todd". To the right of the signature, there is a small handwritten "for" followed by "John TODD".

JOHN R. TODD, CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

JRT:ij

Letter 2

**COMMENTER:** County of Los Angeles Fire Department

**DATE:** March 8, 2012

Response 2.1

The commenter confirms that the County of Los Angeles Fire Department's Planning Division, Land Development Unit, Forestry Division, and Health Hazardous Materials Division have reviewed the Notice of Availability. The County of Los Angeles Fire Department, Planning Division does not have any comments on the proposed project.

Response 2.2

The commenter confirms the statutory responsibilities of the County of Los Angeles Fire Department, Land Development Unit, as well as the project site location and applicable fire code and ordinance requirements for the project. The commenter also notes that the Land Development Unit's comments are only general requirements, and that specific fire safety requirements will be addressed at the building and fire plan check phase, during which time additional requirements may be applied. The commenter lists requirements related to the following:

- *Construction, access, water mains, fire flows, and fire hydrants related to proposed roadway improvements;*
- *Submission of water plans to the County of Los Angeles Fire Department, Land Development Unit through the local water company;*
- *Public Works standards for roadway improvements along Canwood Street;*
- *Maintenance of access roads for fire access;*
- *Fire flows, based on County of Los Angeles Fire Code;*
- *Fire hydrant spacing;*
- *Roadway turning radii and driveway turning areas;*
- *Construction of projects adjacent to proposed roadway improvements related to driveway/roadway width, driveway locations, and centerlines of access driveways;*
- *Review of traffic calming measures by the Fire Department;*
- *Notification of the Fire Department (Stations 65, 89, and 70) in advance of street closures; and*
- *Design of any temporary bridges.*

As stated, specific fire safety requirements will be addressed at the building and fire plan check phase. The commenter provides contact information for questions related to subdivision, water systems, or access.

Response 2.3

The commenter confirms the statutory responsibilities of the County of Los Angeles Fire Department, Forestry Division, and states that the areas germane to the statutory responsibilities of the Forestry Division have been addressed.



Response 2.4

The County of Los Angeles Fire Department, Health Hazards Materials Division does not have any comments on the proposed project.





# EXHIBIT E



# VICINITY MAP



-  Project Boundary
-  Roadway Improvement Boundary

0 100 200 400 Feet





# EXHIBIT F-1

## REPORT TO CITY COUNCIL

**DATE:** JUNE 24, 2009

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER *gr*

**BY:** MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT *JH for MK*

**SUBJECT:** CONDUCT A PUBLIC HEARING ON THE INTRODUCTION OF AN ORDINANCE AND ADOPTION OF VARIOUS RESOLUTIONS ON A REQUEST FOR THE CITY COUNCIL TO APPROVE A GENERAL PLAN AMENDMENT (CASE NO. 07-GPA-001) TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 1.82 ACRES OF THE PROPERTY FROM BUSINESS PARK-MANUFACTURING (BP-M) TO COMMERCIAL-RETAIL/ SERVICE (CG); A ZONE CHANGE (CASE NO. 07-ZC-001) TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 1.82 ACRES OF THE PROPERTY FROM BUSINESS PARK-MANUFACTURING-FREEWAY CORRIDOR OVERLAY (BP-M-FC) TO COMMERCIAL RETAIL SERVICE-FREEWAY CORRIDOR OVERLAY (CRS-FC); A CONDITIONAL USE PERMIT (CASE NO. 07-CUP-010) TO CONSTRUCT A 22,617 SQUARE FOOT RETAIL CENTER; A SIGN PERMIT (CASE NO. 07-SP-036) FOR THE CENTER'S SIGN PROGRAM; A VARIANCE (CASE NOS. 08-VAR-006(A) AND 08-VAR-006(B)) FROM ZONING ORDINANCE SECTION 9606.2.E. TO CONSTRUCT A 17-FOOT HIGH RETAINING WALL INSTEAD OF A MAXIMUM 6-FOOT HIGH WALL, AND FROM SECTION 9655 TO ADD SECONDARY SIGNS WITH A SQUARE FOOTAGE IN EXCESS OF 10 SQUARE FEET; A VESTING TENTATIVE PARCEL MAP (NO. 69426) TO RECONFIGURE TWO PARCEL BOUNDARIES; AND THE ADOPTION OF A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM (AGOURA BUSINESS CENTER WEST, APPLICANT)

---

The purpose of this item is for the City Council to conduct a public hearing on a request for a General Plan Amendment and Zone Change. The request for entitlements (Conditional Use Permit, Variance, Sign Permit, and Vesting Tentative Parcel Map) connected with the General Plan Amendment and Zone Change are also included as reference in the public hearing as the project cannot be built without the General Plan Amendment and Zone Change.

As background, on May 21, 2009, the Planning Commission reviewed a request from Agoura Business Center West to build a new, 22,617 square foot retail building on two vacant parcels located at the northwest corner of Derry Avenue and Canwood Street. On a 3-0 vote (Vice Chair

Zacuto and Commissioner Buckley Weber were absent), the Planning Commission recommended approval of the applications, including the General Plan Amendment and Zone Change, as well as a Conditional Use Permit, a Vesting Tentative Parcel Map for reconfiguration of two parcel boundaries, and a Variance for a 17-foot high retaining wall. Subsequently, on June 4, 2009, on a 4-0 vote (Vice Chair Zacuto abstained), the Planning Commission recommended approval of a Sign Permit and Sign Variance for the proposed retail center's sign program. A copy of the Planning Commission meeting minutes and staff reports is attached. The Council is primarily being asked to approve a General Plan Amendment and a Zone Change and adopt an Ordinance to adjust the boundaries of two parcels and the zoning boundaries accordingly so that the General Plan Land Use Map and the Zoning Map are consistent. The project could not be built unless these two legislative land use changes are approved.

Regarding the General Plan and Zone Change, the northerly parcel was pre-graded when the industrial park to the north, on Derry Avenue, was developed. The southerly parcel is a remnant lot that was reduced in size when Canwood Street was extended to the east. The two lots have separate land use designations; with the northerly parcel zoned Business Park-Manufacturing (BP-M) and the southerly parcel zoned Commercial Retail Service (CRS). The applicant is requesting the entire vacant, 2.01-acre site be within the CRS zone and CG (Commercial-Retail/Service) General Plan Land Use designation. The Freeway Corridor Overlay (FC) zone would continue to be applied to the site.

The Planning Commission found the CRS designation to be appropriate for the site since properties to the east and south are also in the CRS zone. In addition, this corner lot with exposure on Canwood Street was found to be more conducive for retail development than industrial development, but would serve as a transition between the two land uses. Should the change of land use for the project be approved, the loss of industrial-zoned space would be negligible and would minimally affect the City's total industrial land use base. Over time, this segment of Canwood Street, east of Kanan Road, has developed into an area of specialty retail stores. A viable commercial development would generate sale tax revenue, while sustaining employment opportunities. Given the size of the proposed retail center, staff anticipates the tenant mix to be local serving.

As the City Council is aware, development entitlements are typically not reviewed by the City Council. However, in this particular case, because the development is contingent upon approval of the General Plan Amendment and Zone Change, the development entitlement requests associated with the project (Conditional Use Permit, Variance, Sign Permit, and Vesting Tentative Parcel Map) are included in this public hearing as reference. The Planning Commission carefully reviewed these entitlement requests at public hearings held on May 21, 2009, and June 4, 2009, and recommended their approval to the City Council. A description and analysis of each of these development requests are included in the attached Planning Commission staff reports, as well as the Planning Commission's resolutions recommending approval. The following is a summary of each.

First, regarding the Conditional Use Permit, the proposed retail building will require the existing pre-graded site to be further graded to create a consistent, lower development pad elevation, as currently there is an on-site pad level difference of approximately 17 feet. The proposed grading



will require 7,500 cubic yards of export soil from the site. The proposed finished pad elevation will be approximately 10 feet above Canwood Street and equal to the pad height of the Agoura Design Center to the east. Access to the site is to be provided by one driveway on Canwood Street and one driveway on Derry Avenue.

The architectural style of the building is intended to blend with the mix of architectural styles of the neighborhood, including tilt-up construction to the north, Mediterranean-style architecture to the south, and Craftsman-style architecture to the east. This building design includes a combination of stucco, stone veneer, and trellises within a building footprint that is stepped-back from the road to follow the angled lot line fronting Canwood Street. The Planning Commission found the building design, its proposed earthtone colors and clay tile roof, as well as the building's location at the front of the property to screen the parking lot, to be compatible with the City's Architectural Design Standards and Guidelines. The Planning Commission also found the project to meet or exceed the development standards of the CRS zone. The height of the building varies from 18 to 27 feet, which is below the maximum height of 35 feet. The project exceeds all minimum yard setback areas and provides a surplus of 6 parking spaces.

A traffic report revealed the project to generate 28 AM peak hour vehicle trips and 56 PM peak-hour vehicle trips. The increase in vehicle trips is not significant enough to require additional off-site improvements to the City's transportation system, but the applicant will be required to relocate all utilities in the street along the property frontage, re-stripe Derry Avenue to accommodate a left-turn pocket at Canwood Street, and re-stripe Canwood Street to accommodate left-turn pockets. The applicant will also be required to pay the City's Transportation Impact Fee (TIF).

Second, regarding the Variance for the wall, the site will require removal of the upper pad. The north end of the proposed parking lot, however, will still be 17 feet below the industrial park parking lot to the north. As such, a 17-foot high retaining wall is proposed along the north property line, behind the building, to retain the upper pad. The Zoning Ordinance limits the maximum height of a retaining wall to six feet, thus the applicant is requesting a Variance.

The Planning Commission supports the Variance request, finding the wall to be screened from Canwood Street by the building, and constructed as a soil-nail wall that will be patterned to resemble a rock formation. The alternative to constructing the soil-nail wall is to construct a series of terraced, six-foot high walls that would reduce the developable area of the project site.

Third, regarding the Sign Permit and associated Variance, the Planning Commission considered the applicant's Sign Program request to provide two directory monument signs and 13 back-lit/halo-lit signs on the building. Although the building would front on Canwood Street, the entrances to the tenant spaces are proposed along the north building elevation, facing the parking lot. Tenant signs are proposed on both the north and south building elevations. For purposes of applying size criteria to the signs, the Planning Commission was asked to determine the primary building frontage. In this instance, Canwood Street was considered to be the primary building frontage and the Planning Commission allowed the applicant to display signs facing the street that vary in size from 18-23.5 feet in size.

The north building elevation was determined to be the building's secondary frontage. Although the tenant entrances are proposed on the north side of the building, the Sign Ordinance limits the size of secondary signs to 10 square feet. However, Planning Commission supported the applicant's Variance request to display 18 square-foot signs on the north building elevation since the larger size would be more proportional with the size of the building and serve as the entry signs for customers of the center.

Finally, the Parcel Map is required to adjust/merge the property lines of the two lots. The applicant is requesting a Vesting Tentative Parcel Map for the project, which is allowed by the Subdivision Map Act and grants the developer the vested right to build the project per the Tentative Map and protects against possible future growth restrictions or other regulatory reversals, only after a building permit is issued and the developer has made a "substantial investment" in the project.

A Draft Mitigated Negative Declaration (MND) was prepared for this project. The MND concluded that, although potentially significant impacts to biology, cultural resources, and geology, may occur, these impacts would be reduced to a level of less than significant with incorporation of the mitigation measures outlined in the MND. The Draft MND was circulated for public review from March 30, 2009, to April 30, 2009. Comments received during that public review period were responded to, and the Final MND (with the Responses to Comments and Mitigation Monitoring Program) was prepared and presented to the Planning Commission on May 21, 2009. At the hearing, the Planning Commission recommended adoption of the MND.

## **RECOMMENDATION**

Staff is forwarding the Planning Commission's recommendation to the City Council, which is to request that the City Council adopt Resolution Nos. 1539-1543, approving General Plan Amendment Case No. 07-GPA-001; Zone Change Case No. 07-ZC-001; Conditional Use Permit Case No. 07-CUP-010; Sign Permit Case No. 07-SP-037; Variance Case Nos. 08-VAR-006(A) and 08-VAR-006(B); and Vesting Tentative Parcel Map No. 69426, subject to conditions. The City Council is also requested to introduce, read by title only, and waive further reading of Ordinance No. 09-365, amending the Zoning Map and General Plan Map to adjust the property boundaries and match the zoning and general plan designations accordingly.

Attachments: Ordinance No. 09-365  
Council Resolution Nos. 09-1539-1543 for the GPA, ZC, CUP, VAR, VTPM, SP with Conditions of Approval  
Planning Commission Resolution Nos. 972, 973, 974, 975, 976 and Conditions of Approval approved on May 21, 2009  
Planning Commission Draft Resolution and Conditions of Approval approved on June 4, 2009  
May 21, 2009, Planning Commission Meeting Minutes  
May 21, 2009, Planning Commission Meeting Staff Report  
June 4, 2009, Planning Commission Meeting Staff Report (Sign and Variance)  
Reduced Copies of Project Plans  
Vicinity/Zoning Map

# EXHIBIT F-2

**MINUTES  
REGULAR MEETING OF THE  
AGOURA HILLS CITY COUNCIL, THE  
AGOURA HILLS FINANCING AUTHORITY, AND THE  
AGOURA HILLS REDEVELOPMENT AGENCY  
Civic Center – Council Chambers  
30001 Ladyface Court, Agoura Hills, California 91301  
June 24, 2009 at 7:00 p.m.**

The meeting was called to order at 7:00 p.m. by Mayor Weber.

The flag salute was led by Councilmember Edelston.

Present were: Mayor Denis Weber, Mayor Pro Tem William Koehler, Councilmember John Edelston, Councilmember Dan Kuperberg, and Councilmember Harry Schwarz.

Also Present were: City Manager Greg Ramirez, City Attorney Craig Steele, Assistant City Manager Nathan Hamburger, Assistant to the City Manager Louis Celaya, Assistant Director of Planning and Community Development Doug Hooper, Planning Consultant Dave Tabor, Director of Finance Christy Pinuelas, Director of Community Services Amy Brink, Recreation Supervisor Nick Newkirk, City Engineer Ramiro Adeva, Building Official Amir Hamidzadeh, and City Clerk Kimberly Rodrigues.

**REPORT OF CLOSED SESSION**

No Closed Session was held.

**APPROVAL OF AGENDA**

City Manager Ramirez requested the City Council consider adding an item to the Agenda regarding the Amgen Tour of California bike race on the following grounds: 1) the item came to the City's attention after the regularly scheduled agenda was posted; 2) the deadline for filing a letter of interest with AEG is before the next City Council meeting; and, 3) to meet the filing deadline, there is a need for the City Council to take action, before the next regular City Council meeting, to decide whether or not they would like to authorize staff to work with the City of Thousand Oaks to file the necessary paperwork with AEG.

The motion by Councilmember Schwarz, to place the item on the Agenda, immediately following the approval of the Agenda, was seconded by Councilmember Edelston, and unanimously approved 5-0.

On a motion by Councilmember Schwarz, second by Councilmember Edelston, the Agenda was approved, as amended, without objection.