

REPORT TO CITY COUNCIL

DATE: APRIL 25, 2012

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER

BY: MIKE KAMINO, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

SUBJECT: CONDUCT A PUBLIC HEARING AND INTRODUCTION FOR FIRST READING OF ORDINANCE NO. 12-396, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND AGOURA BUSINESS CENTER WEST, LLC / AGOURA BUSINESS CENTER NORTH, LLC (CASE NO. 11-DA-001)

Staff is requesting the City Council conduct a public hearing to introduce Ordinance No. 12-396 for first reading. The applicant, Brett Trebil of Agoura Business Center West, LLC and Agoura Business Center North, LLC, is requesting the City Council 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. Attached Exhibit “D” shows the locations of the three properties.

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.

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.

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 Planning Commission, per Resolution No. 12-1056 (Attached Exhibit “E”), recommended approval of the ordinance and Development Agreement at their meeting of April 5, 2012, on a 4-0 vote (Chair O’Meara was absent), and found that that the Development Agreement and the vested rights it grants is consistent with the General Plan, and that the Development 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 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 of Derry Avenue 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.

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 adoption.

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.

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. In their review of the Mitigated Negative Declaration, the Planning Commission found that the project would not result in any significant effects on the environment that could not be mitigated to less than significant levels and, therefore, the Planning Commission recommends adoption of the Final MND.

RECOMMENDATION

Staff respectfully recommends the City Council conduct a public hearing, introduce, read by title only, and waive further reading of Ordinance No. 12-396. The ordinance would approve a Development Agreement for a 10-year time extension for previously approved entitlements to

construct a retail center at 28631 Canwood Street, and a light industrial complex at 28721 Canwood Street, and would also require the construction of additional roadway improvements along Canwood Street, including along the frontage of 28661 Canwood Street. Staff also recommends the City Council adopt the Mitigated Negative Declaration prepared for this ordinance.

- Attachments:
- Exhibit A: Draft Ordinance
 - Exhibit B: Development Agreement
 - Exhibit C: Mitigated Negative Declaration Responses to Comments
 - Exhibit D: Vicinity Map
 - Exhibit E: Planning Commission Resolution No. 12-1056
 - Exhibit F: Draft Planning Commission Meeting Minutes (April 5, 2012)
 - Exhibit G: Planning Commission Staff Report
 - Exhibit H: Agoura Business Center West Project Documents
 - Exhibit H-1: City Council Staff Report (June 24, 2009)
 - Exhibit H-2: City Council Resolutions (09-1538 through 09-1543)
 - Exhibit H-3: City Council Ordinance (09-365)
 - Exhibit H-4: Planning Commission Staff Report (May 21, 2009)
 - Exhibit I: Agoura Business Center North Project Documents
 - Exhibit I-1: Planning Commission Staff Report (June 19, 2008)
 - Exhibit I-2: Planning Commission Staff Report (May 5, 2011)
 - Exhibit I-3: Planning Commission Resolutions (937, 938, and 11-1032)
- Mitigated Negative Declaration

ORDINANCE NO. 12-396

AN ORDINANCE OF THE CITY COUNCIL OF AGOURA HILLS, CALIFORNIA, 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 4-0, recommending the City Council approve the application.

Section 4. A subsequent duly noticed public hearing was held by the Agoura Hills City Council on April 25, 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 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 April 25, 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

**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)

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 Development Agreement Ordinance 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 and the Development Agreement Ordinance, 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-_____ takes effect following its adoption by the City Council.

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

(k) "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.

(l) "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.

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

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

(o) "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.

(p) "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.

(q) "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.

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

(s) "Redevelopment Agency Owned Property" shall mean Lot ___ of Parcel Map ___ as shown on Exhibit "C."

(t) "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.

(u) "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.

(v) "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.

(w) "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.

(x) "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.

(y) "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 Development Agreement Ordinance. In accordance with such rules and regulations, 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 Ca1.3d 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 draftsman, 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

Map / Grant

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 15, PAGES 8 AND 9 RECORD OF SURVEY MAPS
RECORDS OF LOS ANGELES COUNTY, JUNE 2006
PREPARED BY WESTLANDCIVIL, INC

SHEET 1 OF 3 SHEETS

FILED
AT REQUEST OF
AGOURA BUSINESS CENTER NORTH, LLC
BOOK 319
AT PAGE 37-39
LOS ANGELES COUNTY, CA
REGISTERED MAPS DIVISION
BY MEADON S. PATIL
FEE \$ 5.00
MAY 22 2011
DATE COMPLETED

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

W. 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: 13211244

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: 13211244

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND
DEPOSITS MADE THERE UNDER THAT ARE REQUIRED UNDER THE
PROVISIONS OF SECTION 5400 AND 5401 OF THE SUBDIVISION
MAP ACT.

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

Peter March 4/19/10
DATE

I HEREBY CERTIFY THAT SECURITY IS IN THE AMOUNT OF \$ 4,000.00
THIS ORDER PLIES WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE DEPOSIT OF
FEE AND SPECIAL ASSESSMENTS COLLECTED AS TIED TO THE LAST
SIGNED OR MAP OF THE SUBDIVISION MAP ACT, § 5400, § 5401,
AS APPROVED BY LAW

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

Peter March 4/19/11
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 27384
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.

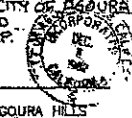


Jayant P. Patel 12/11/2010
JAYANT P. PATEL
CITY SURVEYOR, CITY OF AGOURA HILLS
RCE NO. 20444
EXP. DATE 09/30/2011

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 2010
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 11/30/2010
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 SHOWN IN
BOOK 343, PAGES 39-42, LOS ANGELES COUNTY, AND FILED
AS N40°58'44"E ON THIS MAP, WAS USED AS THE BASIS OF
BEARINGS FOR THIS MAP.

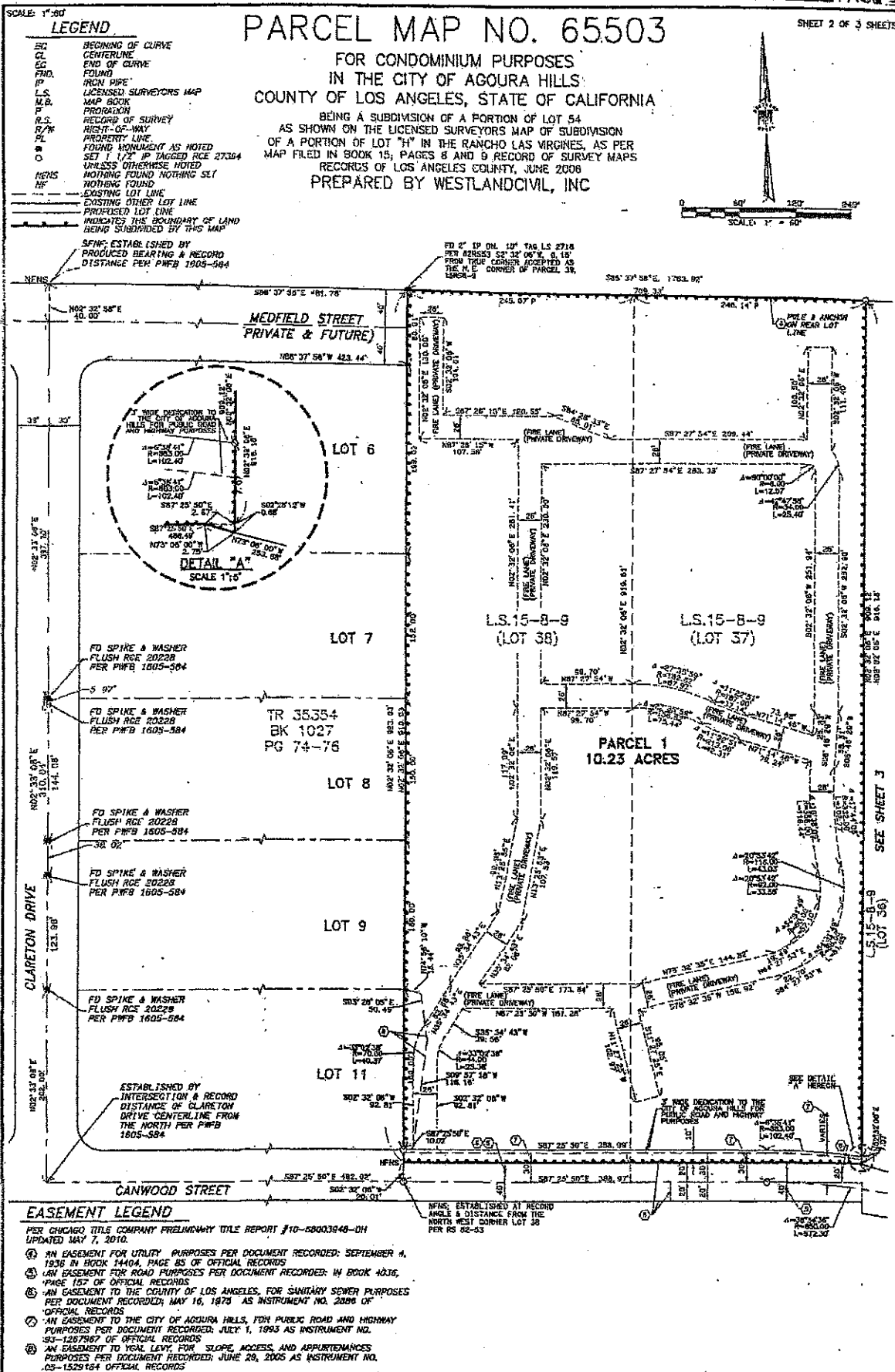
SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE
INTEREST SET FORTH, MAY BE OMITTED UNDER THE PROVISIONS OF
SECTION 6843B, (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. Fass, 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. 2005-1529164 of Official Records.

369158

BOOK 369 PAGE 38



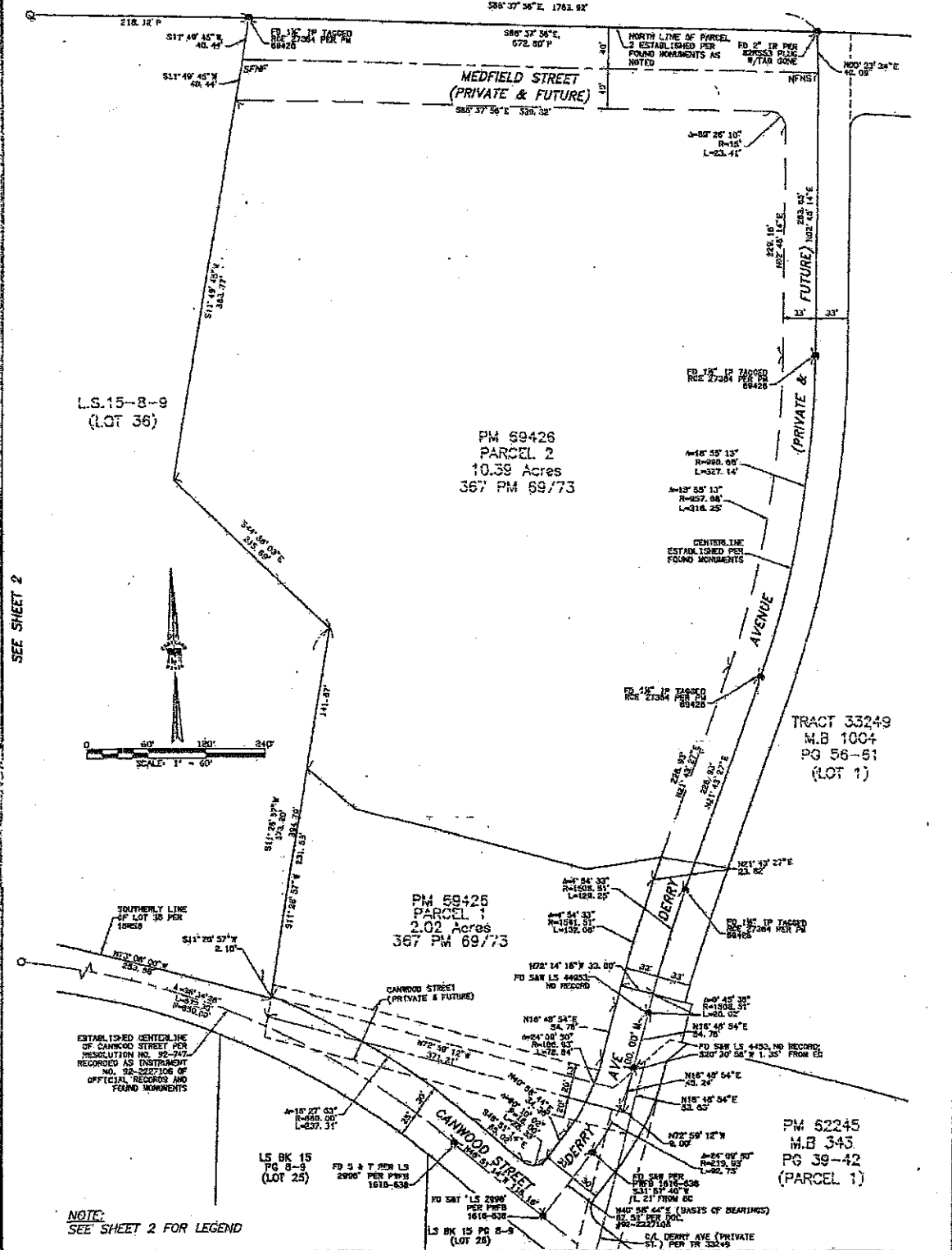
SCALE 1"=60'

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



L.S.15--8-9
(LOT 36)

PM 69426
PARCEL 2
10.39 Acres
367 PM 69/73

TRACT 33249
M.B 1004
PG 56-61
(LOT 1)

PM 69425
PARCEL 1
2.02 Acres
367 PM 69/73

PM 52245
M.B 343
PG 39-42
(PARCEL 1)

NOTE:
SEE SHEET 2 FOR LEGEND

SEE SHEET 2

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(1-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 815, 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(1-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(1-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(1-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(1-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(1-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(1-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(1-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 98-1529878 recorded May 18, 1999 as Instrument No. 99-893665, 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(1-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 LAMWD FOR PUBLIC USE, RECORDED APRIL 19, 1983 AS INSTRUMENT NO. 83-430875 AND DEDICATION TO LAMWD FOR PUBLIC USE ALL WATER TRANSMISSION AND DISTRIBUTION PIPELINES AND APPURTENANCES AND THE NECESSARY EASEMENTS FOR MAINTENANCE, 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 LAMWD FOR PUBLIC USE, RECORDED JUNE 13, 1986 AS INSTRUMENT NO. 86-743569 AND DEDICATION TO LAMWD FOR PUBLIC USE ALL WATER TRANSMISSION AND DISTRIBUTION PIPELINES AND APPURTENANCES AND THE NECESSARY EASEMENTS FOR MAINTENANCE, 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 AN APPURTENANT STRUCTURES PER INSTRUMENT #81-865945 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 CANYON STREET, COLONY DRIVE, LEWIS ROAD AND DERRY AVENUE, AND FURTHER DESIGNATED SAID PARCELS FOR STREET AND HIGHWAY PURPOSES PER INSTRUMENT #92-222105 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.

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
44 PAST 17M
IN BOOK 367 -
AT PAGE 69-73
OF PARCEL MAPS
LOS ANGELES COUNTY, CA
Register/Recorder/County Clerk
C. Williams
Deputy



Agg / 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 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: 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 27384
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.

9/18/10
Ramiro S. Adeva III
DATE
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.

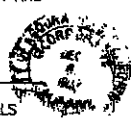
9/13/2010
Jayant P. Patel
DATE
JAYANT P. PATEL
CITY SURVEYOR, CITY OF AGOURA HILLS
RCE NO. 20444
EXP. DATE 09/30/2011



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
Kimberly Rodriguez
DATE
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 K.A.K.

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 K.A.K.

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 90000 AND 90001 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
Peter Mark 10/18/10
DEPUTY DATE



I HEREBY CERTIFY THAT THE AMOUNT OF \$110,375.00 HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS REQUIRED FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON 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 Mark 10/18/10
DEPUTY DATE



SCALE: 1"=60'

SHEET 3 OF 5 SHEETS

PARCEL MAP NO. 69426

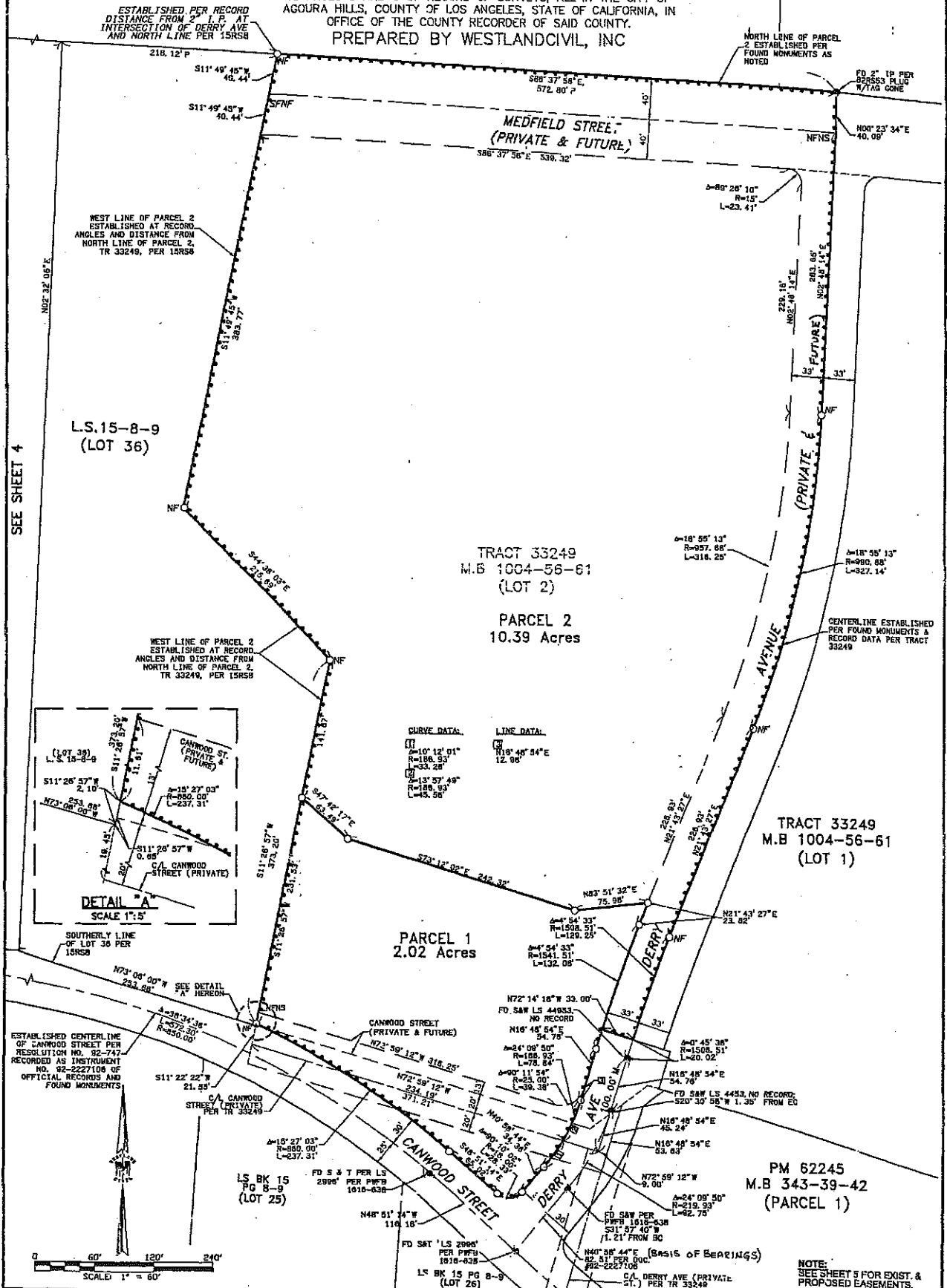
IN THE CITY OF AGOURA HILLS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

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, FILED 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

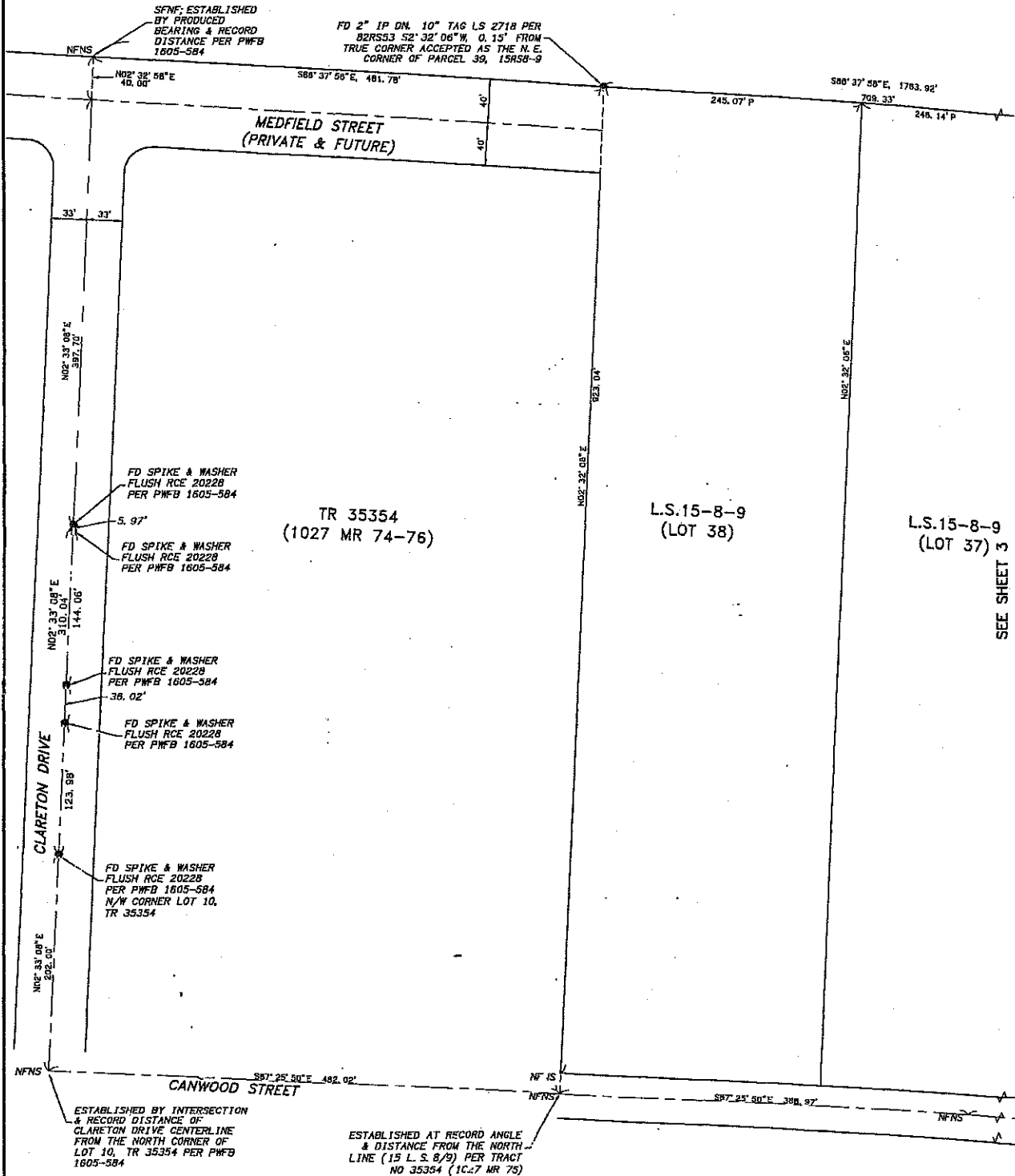
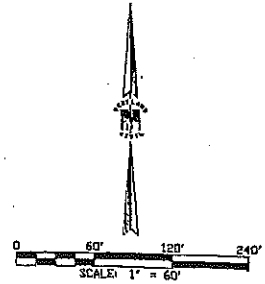
IN THE CITY OF AGOURA HILLS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

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 WESTLANDCIVIL, 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
- FM FOUND MONUMENT AS NOTED
- SET 1 1/2" IP TAGGED RCE 27364
- UNLESS OTHERWISE NOTED
- NOTHING FOUND NOTHING SET
- 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.



SCALE: 1"=60'

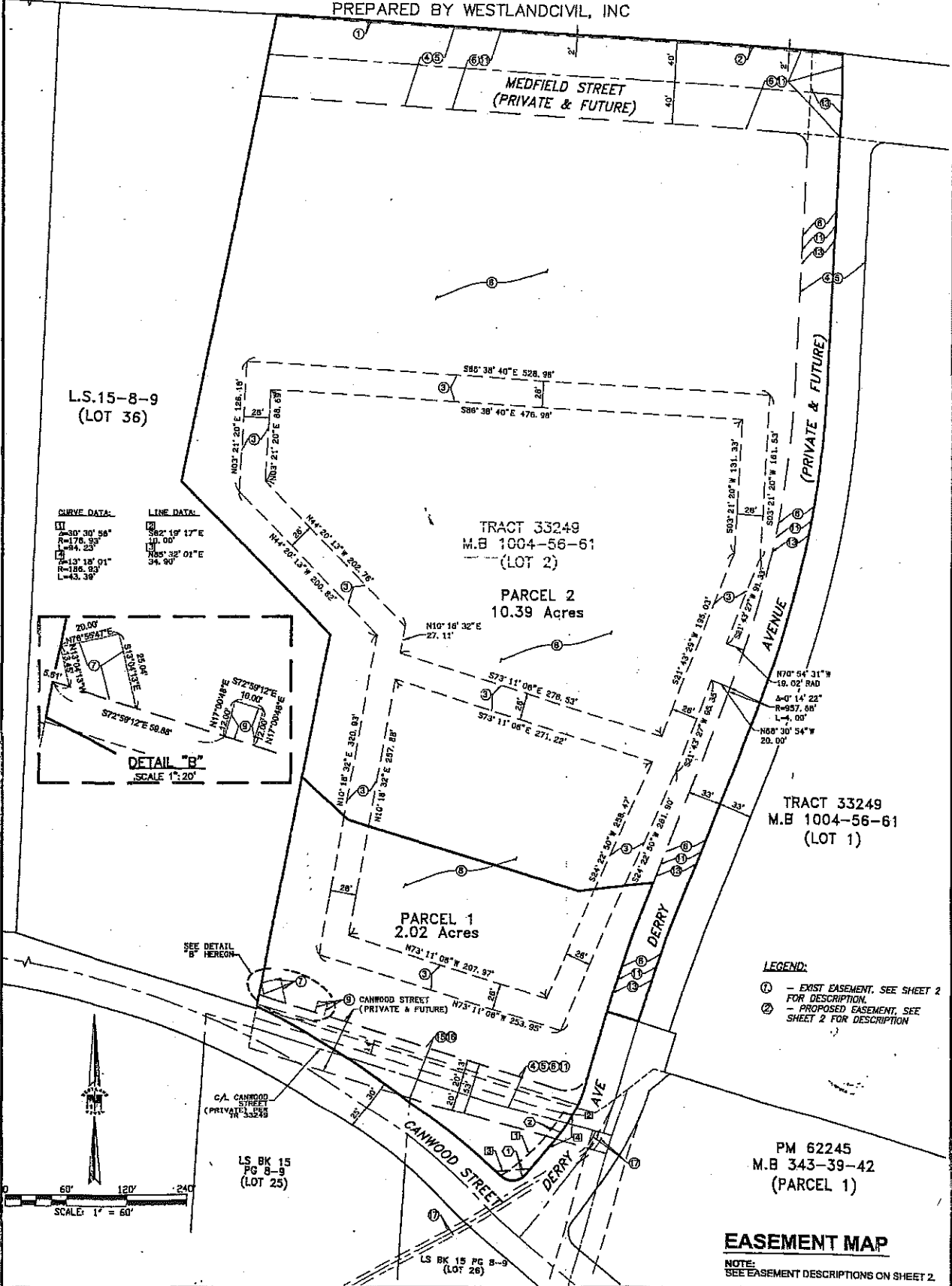
SHEET 5 OF 5 SHEETS

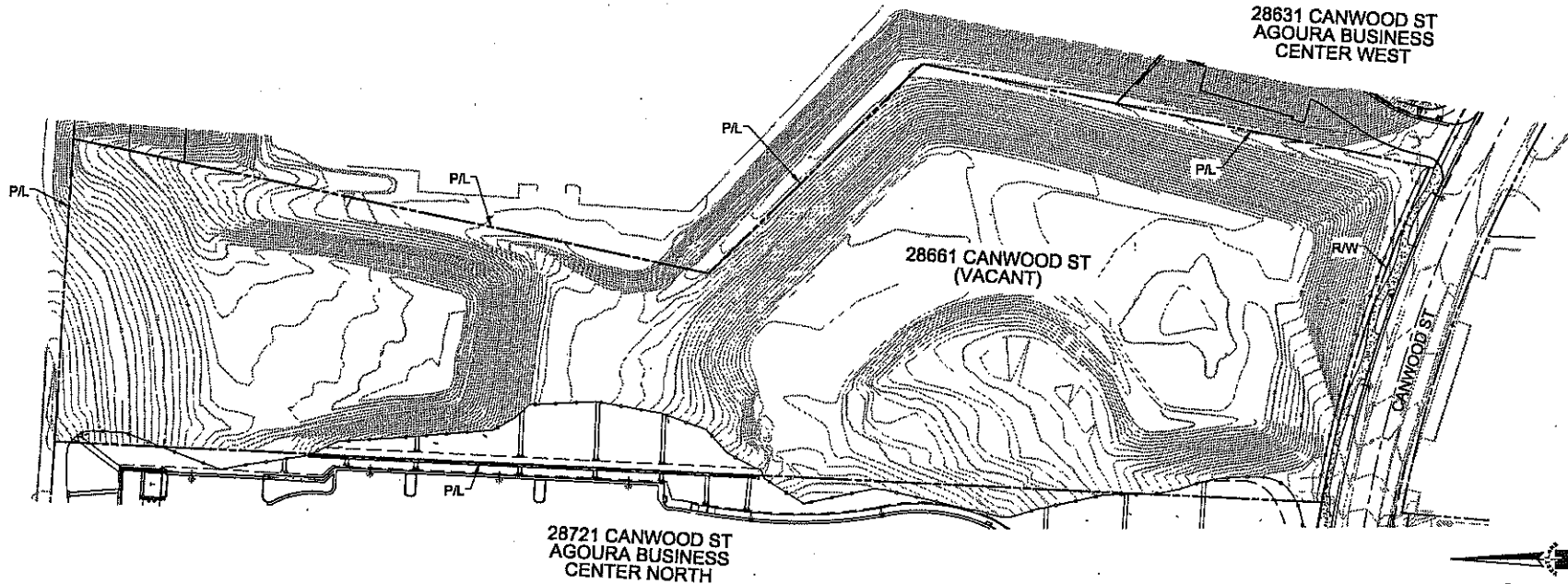
PARCEL MAP NO. 69426

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





28661 CANWOOD ST
CITY OF AGOURA HILLS
PROPERTY
EXHIBIT "C"

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 "C"

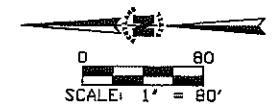
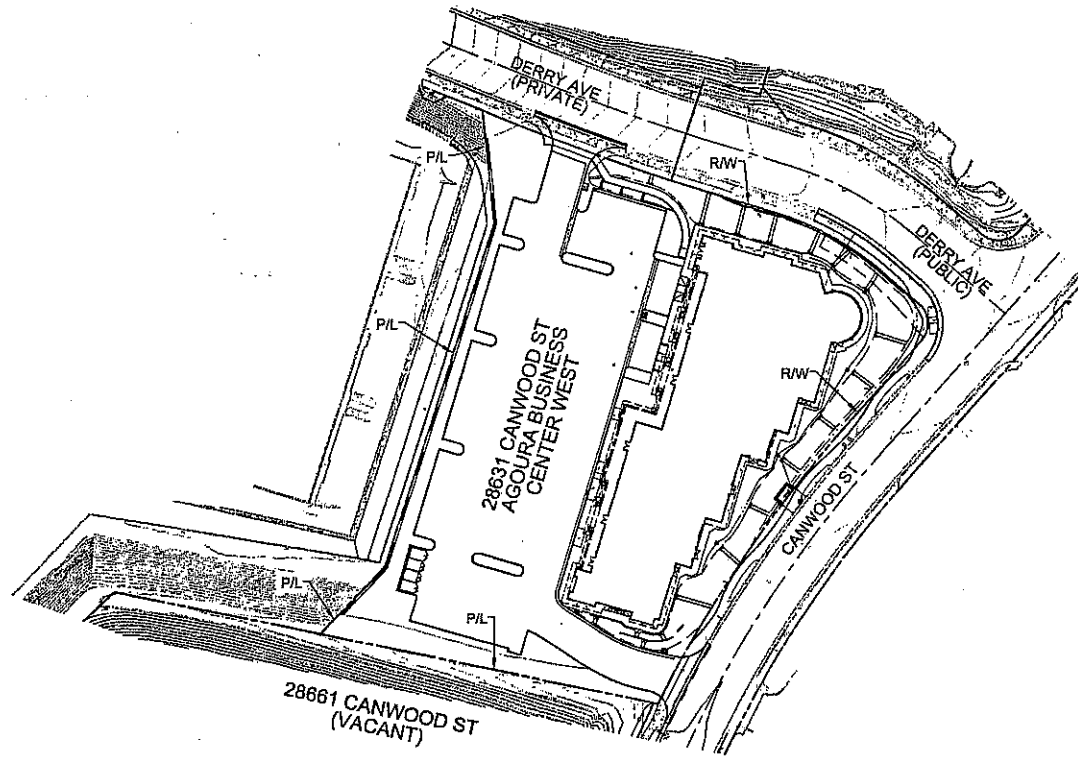
LEGAL DESCRIPTION

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
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



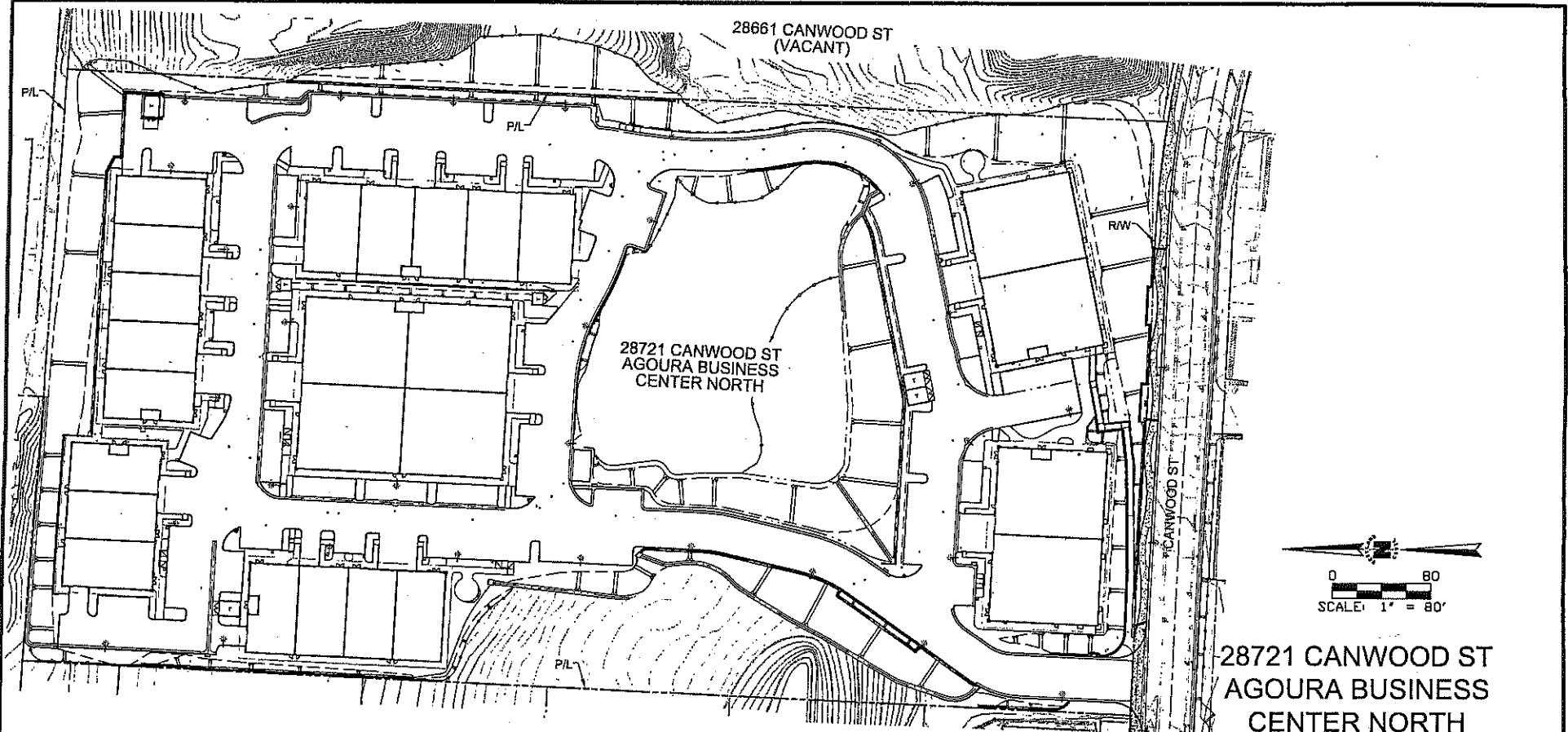
28631 CANWOOD ST
 AGOURA BUSINESS
 CENTER WEST
 PROPERTY IMPROVEMENTS
 EXHIBIT "E"

PREPARED BY: ID #:Poe.City/01



CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS
 558 ST. CHARLES DR, SUITE 202, THOUSAND OAKS, CA, 91360
 (805) 495-1330 FAX: (805) 446-8125

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



0 80
SCALE: 1" = 80'

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

PREPARED BY: ID #:Poa.City/01



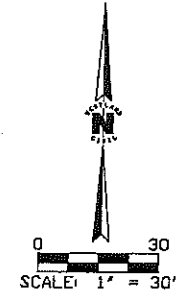
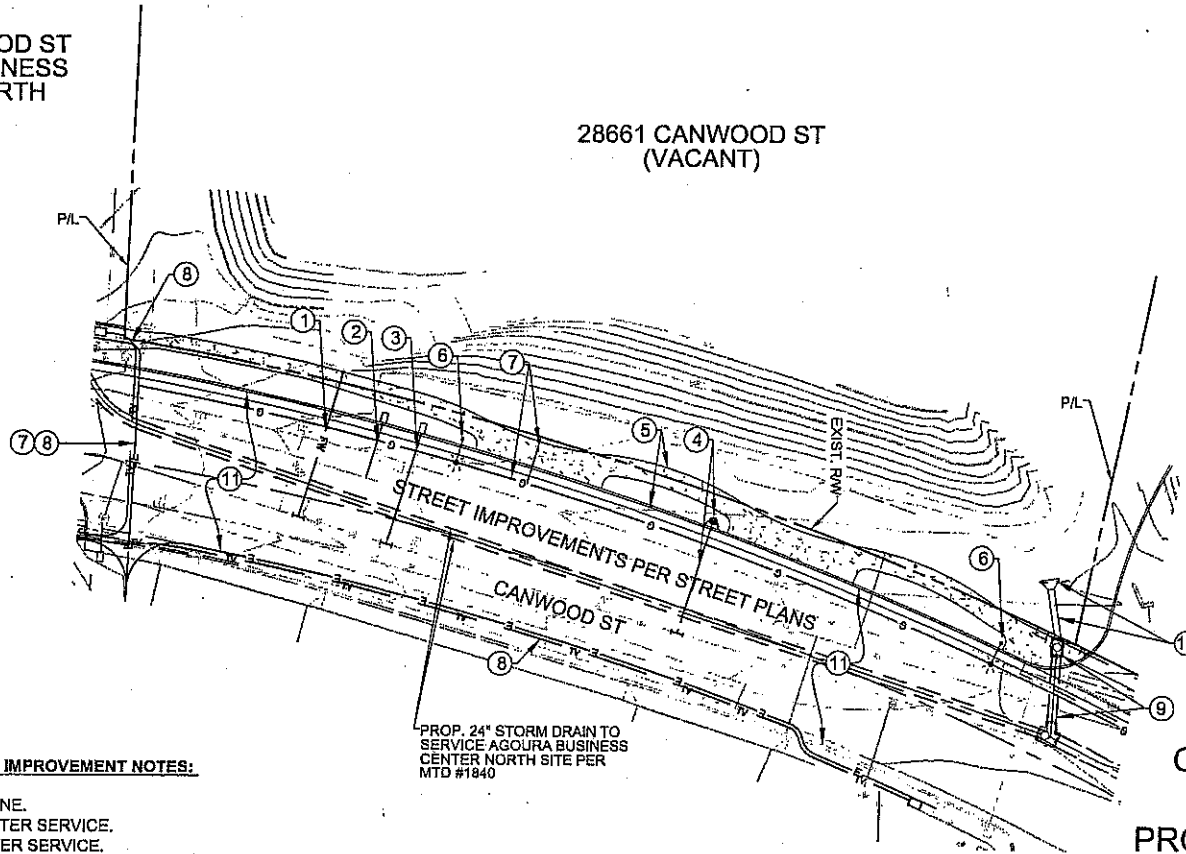
CIVIL ENGINEERS PLANNING / DESIGN LAND SURVEYORS
558 ST. CHARLES DR, SUITE 202, THOUSAND OAKS, CA, 91360
(805) 495-1330 FAX: (805) 446-8125

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

28661 CANWOOD ST
 (VACANT)

28631 CANWOOD ST
 AGOURA BUSINESS
 CENTER WEST



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

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

PREPARED BY:

ID #: Pos.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 C

MND Responses to Comments

RESPONSES to COMMENTS on the DRAFT IS-MND

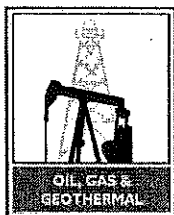
This section includes comments received during the circulation of the Draft Initial Study and Mitigated Negative Declaration (IS-MND) for the Agoura Business Center West and Agoura Business Center North Development Agreement and responses to the comments on the Draft IS-MND.

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

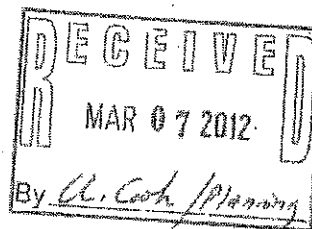
DIVISION OF OIL, GAS AND GEOTHERMAL RESOURCES

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

PHONE 714 / 816-6847 • FAX 714 / 816-6853 • WEBSITE conservation.ca.gov

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.



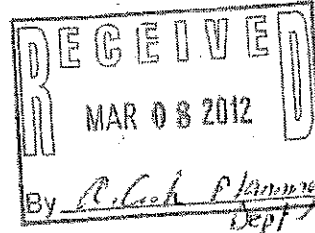


COUNTY OF LOS ANGELES

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 | LAKEWOOD | 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 | HAWAJIAN 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.

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

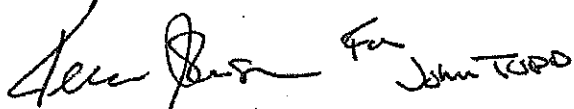
HEALTH HAZARDOUS MATERIALS DIVISION:

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". The signature is written in a cursive style and is positioned above the typed name.

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 D

Vicinity Map

VICINITY MAP



-  Project Boundary
-  Roadway Improvement Boundary

0 100 200 400 Feet



EXHIBIT E

Planning Commission
Resolution No. 12-1056

RESOLUTION NO. 12-1056

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 5th day of April, 2012, by the following vote to wit:

AYES: (4) Justice, Northrup, Rishoff, Zacuto
NOES: (0)
ABSENT: (1) O'Meara
ABSTAIN: (0)

Michael Justice, Vice Chairperson

ATTEST:



Mike Kamino, Secretary

EXHIBIT F

Planning Commission Meeting Minutes

DRAFT



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

**MINUTES OF THE REGULAR SCHEDULED MEETING OF
THE PLANNING COMMISSION
April 5, 2012**

CALL TO ORDER:

Chair O'Meara called the meeting to order at 6:35 p.m.

FLAG SALUTE:

Commissioner Steve Rishoff

ROLL CALL:

Chair John O'Meara, Vice Chair Michael Justice, Commissioners Linda L. Northrup, Steve Rishoff, and Curtis Zacuto.

Also present were Director of Planning and Community Development Mike Kamino, City Attorney Craig Steele, Principal Planner Allison Cook, Associate Planner Valerie Darbouze, Civil Engineer Jay Patel, City Traffic Engineer Sri Chakravarthy, Lieutenant Todd Weber with Lost Hills Sheriff's Station, Environmental Consultant Joe Power with Rincon Consultants Inc., and Recording Secretary Sheila Keckhut.

APPROVAL OF AGENDA:

Chair O'Meara moved to change the order of the agenda and moved Item #3 (Sunset Room) to be heard before Item #2 (Brett Trebil). The April 5, 2012, Agenda was approved with changes.

PUBLIC COMMENTS:

There were no public comments.

APPROVAL OF MINUTES:

1. Minutes – March 15, 2012 Planning Commission Meeting

On a motion by Vice Chair Justice, seconded by Commissioner Zacuto, the Planning Commission moved to approve the Minutes of the March 15, 2012 Planning Commission Meeting. Motion carried 4-0-1. Commissioner Northrup abstained.

DRAFT

DRAFT

NEW PUBLIC HEARING

2. 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.
- 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
(A.P.Ns. 2048-012-029, 031, and 901)
- ENVIRONMENTAL DETERMINATION: Mitigated Negative Declaration
- RECOMMENDATION: Staff recommended that the Planning Commission adopt a Resolution recommending that 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 draft Resolution.
- PUBLIC COMMENTS: Vice Chair Justice opened the public hearing.

The following person spoke on this project.

Brett Trebil, Dale Poe Real Estate Group, applicant

Vice Chair Justice closed the public hearing.
- ACTION: On a motion by Commissioner Rishoff, seconded by Commissioner Zacuto, the Planning Commission moved to adopt Resolution No. 12-1056, approving Development Agreement Case No. 11-DA-001, and adopting a Mitigated

DRAFT

DRAFT

Negative Declaration, subject to the conditions. Motion carried 4-0-1. Chair O'Meara was absent.

3. REQUEST: Request by applicant to amend a previously approved Conditional Use Permit for live entertainment in a restaurant (Sunset Room). Staff also requests that the Planning Commission review a monitoring report.

APPLICANT: James Ashford of 1534 McCadden, LLC (for Sunset Room)
5126 Clareton Drive
Agoura Hills, CA

CASE NO.: 05-CUP-001 (Amendment #3)

LOCATION: 29020 Agoura Road, Suite A-14
(A.P.Ns. 2061-031-023 & 024)

ENVIRONMENTAL DETERMINATION: This project is exempt from CEQA.

RECOMMENDATION: Staff recommended that the Planning Commission accept the monitoring report, approve the applicant's request to amend Condition No. 24 of Resolution No. 11-1041, and deny the applicant's request to amend Conditions Nos. 13 and 25 of Resolution 11-1041 for Conditional Use Permit Amendment Case No. 05-CUP-001 (Amendment #3), subject to the conditions based on the findings of the draft Resolution.

PUBLIC COMMENTS: Chair O'Meara opened the public hearing.

The following persons spoke on this project.

James Ashford, Applicant

Chris Breed, Applicant

Nelda Cotte, Conejo Storage

Michelle Thrower, All Secure Valet and Parking Inc.

Brian Fitzpatrick, Head of Security - Sunset Room

REBUTTAL: James Ashford and Chris Breed, the Applicants, gave rebuttal regarding the project and answered additional questions of the Planning Commission.

DRAFT

DRAFT

Chair O'Meara closed the public hearing.

ACTION:

On a motion by Commissioner Rishoff, seconded by Vice Chair Justice, the Planning Commission moved to adopt Resolution No. 12-1055, approving the applicant's request to amend Condition Nos. 13 and 24 of Resolution No. 11-1041, and denying the applicant's request to amend Conditions No. 25 of Resolution 11-1041 for Conditional Use Permit Amendment Case No. 05-CUP-001 (Amendment #3), subject to the conditions. Motion carried 4-1-0. (Commissioner Northrup opposed Conditions Nos. 13 and 25).

RECESS:

Chair O'Meara called a recess at 8:15 p.m.
(Note: Chair O'Meara excused himself from the remainder of the meeting at 8:15 p.m., due to a scheduling conflict.)

RECONVENE:

Vice Chair Justice reconvened the meeting to hear Item #2 (Brett Trebil) on the agenda at 8:25 p.m.

PLANNING COMMISSION/STAFF COMMENTS

None

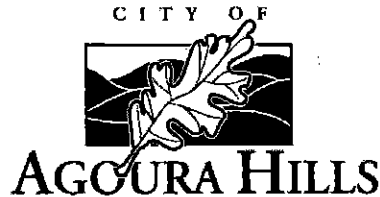
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ADJOURNMENT

At 8:46 p.m., on a motion by Commissioner Northrup, seconded by Commissioner Zacuto, the Planning Commission moved to adjourn the meeting to the next scheduled Planning Commission meeting on Thursday, April 19, 2012 at 6:30 p.m. Motion carried 4-0-1. Chair O'Meara was absent.

EXHIBIT G

Planning Commission Staff Report



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

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 H-1

City Council Staff Report

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 *DK 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 H-2

City Council Resolutions

RESOLUTION NO. 09-1538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT (CASE NO. 07-GPA-001)

Section I. An application was duly filed by Agoura Business Center, LLC, with respect to the real property located at 5301 Derry Avenue (Assessor's Parcel Nos. 2048-012-022 & 02) requesting the approval of a General Plan Amendment Case No. 07-GPA-001 to change the land use designation from BP-M (Business Park-Manufacturing) to CG (Commercial Retail/Service). A public hearing was duly held by the Planning Commission on May 21, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to, and considered by, the Planning Commission at the aforesaid public hearing on May 21, 2009. The Planning Commission recommended the City Council approve General Plan Amendment Case No. 07-GPA-001 on a 3-0 vote (Commissioners O'Meara and Buckley Weber absent), per Resolution No. 975.

Section II. A public hearing was duly held by the City Council on June 24, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to, and considered by, the City Council at the aforesaid public hearing on June 24, 2009.

Section III. Evidence, both written and oral, was duly presented to, and considered by, the City Council at the aforesaid public hearing.

Section IV. Pursuant to section 9821 of the Agoura Hills Zoning Ordinance, the City Council finds that:

A. The proposed amendment is needed to ensure consistency between the Zone Change and the General Plan. All policies of the General Plan have been reviewed by Planning and Community Development staff to ensure that the proposed amendments maintain the compatibility and internal consistency of the General Plan.

B. The proposed General Plan Amendment is consistent with the goals of the current General Plan, in that freeway visibility gives the site commercial potential and will contribute to the City's economic base through the generation of sales tax revenues and development fees. The proposed uses will contribute to diversifying the employment base and provide services to the community and visitors.

C. The proposed General Plan Amendment will allow for an increased compatibility of uses with adjacent parcels and will continue promoting the highest and best use of highly visible parcels located along the freeway corridor.

Section V. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt a Mitigated Negative Declaration for this project. The Mitigated

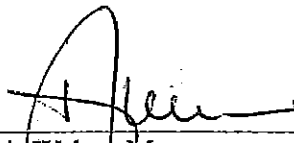
Resolution No. 09-1538

Negative Declaration was the appropriate document based on the fact that the project will not cause significant impacts to citywide traffic, aesthetics and sensitive receptors, including the closest residential neighborhoods. Based upon the initial study, public comments, and the record before the Planning Commission, the Planning Commission finds that the Mitigated Negative Declaration identifies potentially significant environmental effects for which feasible mitigation measures have been identified which will avoid, or substantially lessen, such effects. The Planning Commission has reviewed the information contained in the Mitigated Negative Declaration in considering the application and finds that the Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act. The Planning Commission hereby recommends the City Council adopt the Mitigated Negative Declaration and the attached Mitigation Monitoring Program.

Section VI. Based on the aforementioned findings, the City Council hereby approves General Plan Amendment Case No. 07-GPA-001, with respect to the property described in Section I hereof as shown on Exhibit A.

PASSED, APPROVED, and ADOPTED this 24th day of June, 2009 by the following vote to wit:

AYES: (5) Weber, Koehler, Edelston, Kuperberg, Schwarz
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)



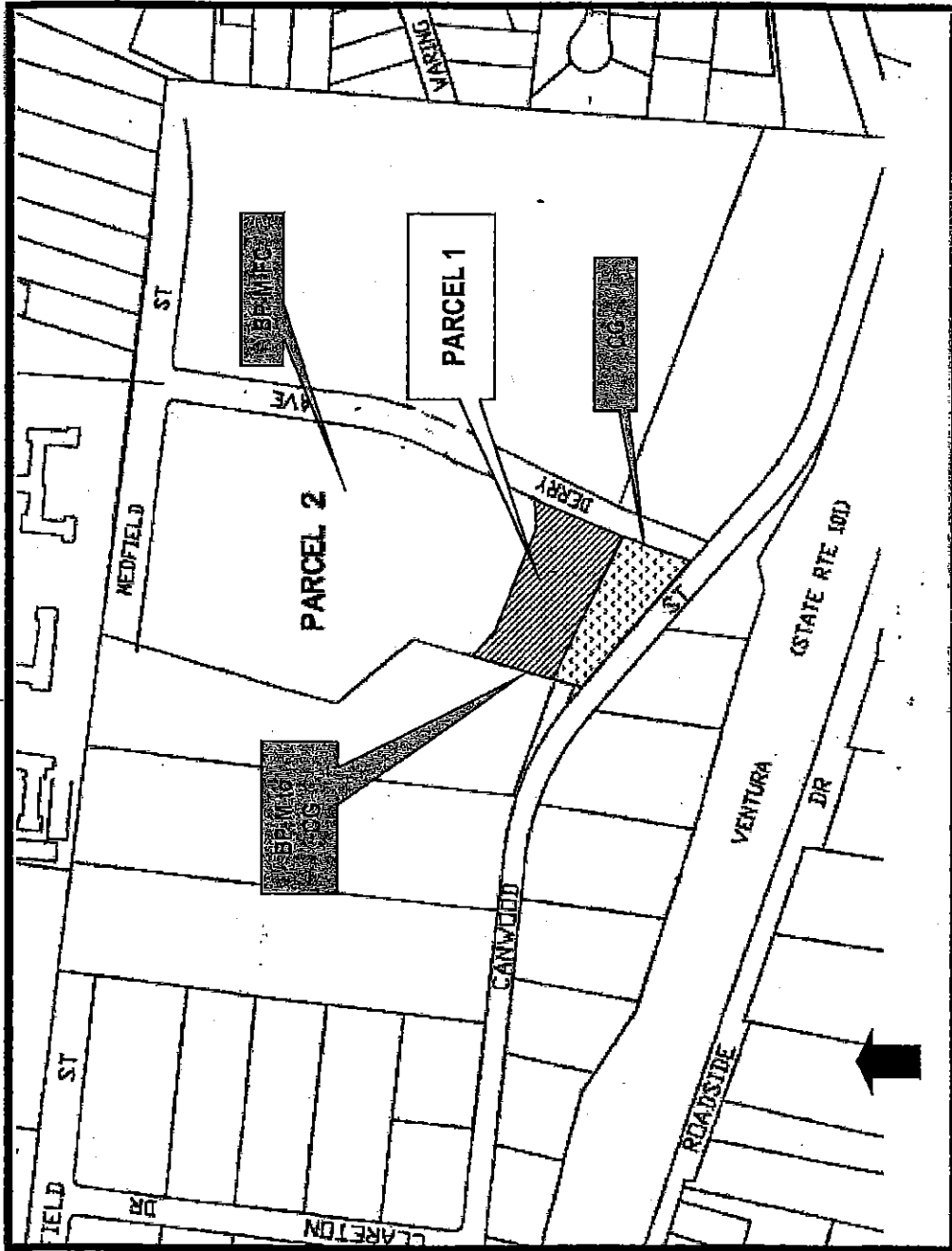
Denis Weber, Mayor

ATTEST:



Kimberly M. Rodrigues, City Clerk

Exhibit A
GENERAL PLAN AMENDMENT
—CASE NO. 07-GPA-001



RESOLUTION NO. 09-1539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING ZONE CHANGE (CASE NO. 07-ZC-001)

Section I. An application was duly filed by Agoura Business Center, LLC, with respect to the real property located at 5301 Derry Avenue (Assessor's Parcel Nos. 2048-012-022 & 02) requesting the approval of a Zone Change Case No. 07-ZC-001 to change the zone from BP-M-FC (Business Park-Manufacturing-Freeway Corridor Overlay) to CRS (Commercial Retail Service). A Public Hearing was duly held by the Planning Commission on May 21, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid Public Hearing on May 21, 2009. The Planning Commission recommended the City Council approve Zone Change Case No. 07-ZC-001 on a 3-0 vote (Commissioners O'Meara and Buckley Weber absent), per Resolution No. 976.

Section II. A public hearing was duly held by the City Council on June 24, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to, and considered by, the City Council at the aforesaid public hearing on June 24, 2009.

Section III. Evidence, both written and oral, was duly presented to, and considered by, the City Council at the aforesaid public hearing.

Section IV. Pursuant to Section 9672 of the Agoura Hills Zoning Ordinance, the City Council finds that:

A. The proposed Zone Change is necessary to carry out the City's desire to develop the project as a retail services-oriented neighborhood, given its proximity to the freeway.

B. The proposed Zone Change will be consistent with the proposed General Plan designation of the subject property, in that both the Zoning and the General Plan will provide for a Commercial Retail Service use.

C. The proposed Zone Change to CRS will potential broaden the City's economic base in that the Zone Change will provide for a wider range of commercial land uses.

D. The project provides employment, maintains a professional identity, and is incorporated into its surrounding and has exceeded the minimum development standards established by the Zoning Ordinance.

Section V. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt a Mitigated Negative Declaration for this project. The Mitigated Negative Declaration was the appropriate document based on the fact that the project will not cause

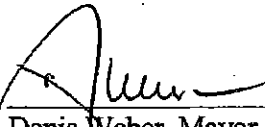
Resolution No. 09-1539

significant impacts to citywide traffic, aesthetics and sensitive receptors including the closest residential neighborhoods. Based upon the initial study, public comments and the record before the Planning Commission, the Planning Commission finds that the Mitigated Negative Declaration identifies potentially significant environmental effects for which feasible mitigation measures have been identified which will avoid or substantially lessen such effects. The Planning Commission has reviewed the information contained in the Mitigated Negative Declaration in considering the application and finds that the Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act. The Planning Commission hereby recommends the City Council adopt the Mitigated Negative Declaration and the attached Mitigation Monitoring Program.

Section VI Based on the aforementioned findings, the City Council hereby approves Zone Change Case No. 07-ZC-001, with respect to the property described in Section I, hereof as shown on Exhibit A.

PASSED, APPROVED, and ADOPTED this 24th day of June, 2009 by the following vote to wit:

AYES: (5) Weber, Koehler, Edelston, Kuperberg, Schwarz
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)



Denis Weber, Mayor

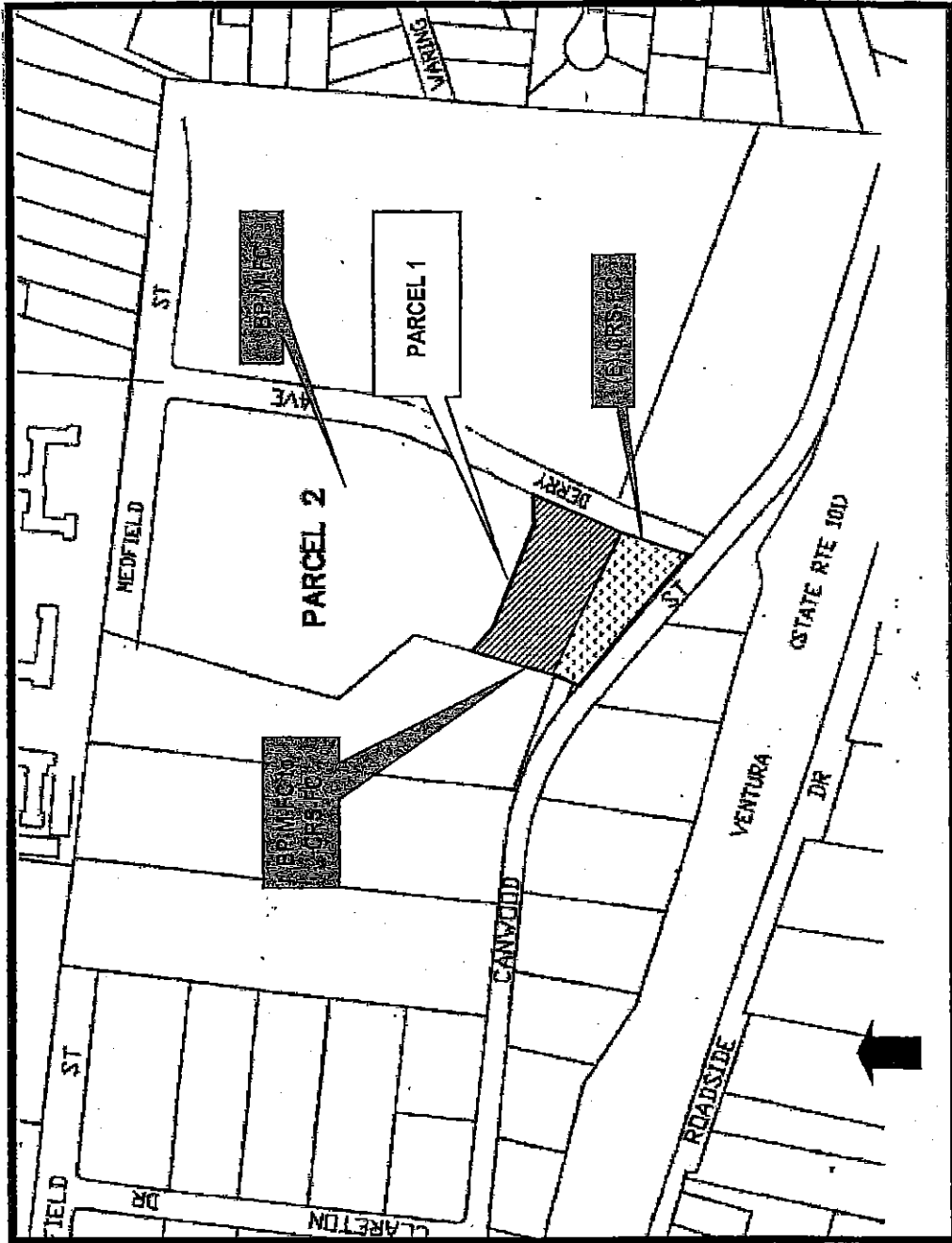
ATTEST:



Kimberly M. Rodrigues, City Clerk



Exhibit A
ZONE CHANGE—CASE NO. 07-ZC-001



RESOLUTION NO. 09-1540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT CASE NO. 07-CUP-010 AND ADOPTING THE PROJECT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM

Section I. An application was duly filed by Agoura Business Center, LLC, with respect to the real property located at 5301 Derry Avenue (Assessor's Parcel Nos. 2048-012-022 & 02) requesting the approval of a Conditional Use Permit to build a 22,617 square-foot retail building; and a request to adopt a Mitigated Negative Declaration and a Mitigation Monitoring Program. A public hearing was duly held by the Planning Commission on May 21, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on May 21, 2009. The Planning Commission recommended the City Council approve Conditional Use Permit Case No. 07-CUP-010 and adopt the Mitigated Negative Declaration and Mitigation Monitoring Program on a 3-0 vote (Commissioners O'Meara and Buckley Weber absent), per Resolution No. 972.

Section II. A public hearing was duly held by the City Council on June 24, 2009, at 6:30 p.m. in the City Hall Council Chambers, City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on June 24, 2009.

Section III. Evidence, both written and oral, was duly presented to, and considered by, the City Council at the aforesaid public hearing.

Section IV. Pursuant to Sections 9673.2.E. of the Agoura Hills Zoning Ordinance, the City Council finds that:

A. The proposed use, as conditioned, is consistent with the objectives and provisions of the Zoning Ordinance and the purposes of the land use district in which the use is located, and will comply with each of the applicable provisions of the Zoning Ordinance. The property designation allows for development of retail buildings, and the proposal meets the development standards for the CRS-FC zone relative to lot coverage, setbacks from property lines and building height.

B. The proposed use, as conditioned, and the manner in which it will be operated or maintained, will not be detrimental to the public health, safety, or general welfare. The buildings will be constructed to comply with the most recent Building Code requirements. Building occupants are restricted to operating indoor only and are subject to the Zoning Ordinance standards with respect to noise, light, and operation. The access in and out of the site is conditioned to maximize safety in the right-of-way. The placement and design of the building would preserve the

Resolution No. 09-1540

light, air, privacy to the adjacent parcels, and the equipment and refuse is located a considerable distance from the public.

C. The proposed use, as conditioned, will not conflict with the character and design of the buildings and surrounding area and is compatible with the surrounding properties. Because of its placement, the building is clearly separated from the industrial buildings in the rear which take access on Derry Road. The building was designed to be identifiable as a retail building as those along Canwood Street. The design of the proposed development would provide a desirable environment of its occupants, as well as for its neighbors. The retail building is aesthetically of good composition, materials, textures, and colors. The building design is compatible with the variety of architectural styles in the area. The project design complies with the desired image of freeway corridor development.

D. As conditioned, the design and location of the proposed development and its relationship to existing or proposed developments and traffic in the vicinity thereof is such that it will not impair the desirability of investment or occupation in the neighborhood and that it will not unreasonably interfere with the use and enjoyment of existing or proposed developments in the vicinity thereof and that will not create traffic hazards or congestion. Access to the site is via two driveways located a safe distance from the intersection which would increase safety for egress/ingress traffic.

E. The proposed use, as conditioned, and the condition in which it will be operated or maintained, will not be detrimental to the public health, safety, or general welfare. All uses permitted in the CRS-FC zones are indoor uses with a wide variety of business types.

F. The distance from other similar and like uses is sufficient to maintain the diversity of the community, because the proposed retail building is adjacent to industrial buildings. The site is now zoned for retail uses, as are the parcels across the streets.

G. The proposed use, as conditioned, is consistent with the goals, objectives and policies of the General Plan and the design of the proposed development is in keeping with the character of the surrounding neighborhood and is not detrimental to the harmonious, orderly, and attractive development contemplated by the Zoning Ordinance and General Plan. The proposed office building is a permitted use as prescribed in the General Plan Land Use Element. The project provides employment, maintains a professional identity, and is incorporated into its surroundings and has exceeded the minimum development standards established by the Zoning Ordinance.

Section V. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt a Mitigated Negative Declaration for this project. The Mitigated Negative Declaration was the appropriate document based on the fact that the project will not cause significant impacts to citywide traffic, aesthetics and sensitive receptors including the closest residential neighborhoods. Based upon the initial study, public comments and the record before the Planning Commission, the Planning Commission finds that the Mitigated Negative Declaration identifies potentially significant environmental effects for which feasible mitigation measures have been identified which will avoid or substantially lessen such effects. The Planning Commission has reviewed the information contained in the Mitigated Negative Declaration in

Resolution No. 09-1540

considering the application and finds that the Mitigated Negative Declaration was prepared pursuant to the California Environmental Quality Act. The Planning Commission hereby recommends the City Council adopt the Mitigated Negative Declaration and the attached Mitigation Monitoring Program.

Section VI Based on the aforementioned findings, the City Council hereby approves, subject to the attached conditions, with respect to the property described in Section I hereof.


PASSED, APPROVED, and ADOPTED this 24th day of June, 2009 by the following vote to wit:

AYES: (5) Weber, Koehler, Edelston, Kuperberg, Schwarz
NOES: (0)
ABSTAIN: (0)
ABSENT: (0)



Denis Weber, Mayor

ATTEST:



Kimberly M. Rodrigues, City Clerk



CONDITIONS OF APPROVAL
CASE NO. 07-CUP-010

PLANNING CONDITIONS

Entitlement Requirements

1. This decision, or any aspect of this decision, can be appealed to the City Council within fifteen (15) days from the date of Planning Commission action, subject to filing the appropriate forms and related fees.
2. This action shall not be effective for any purpose until the applicant has agreed in writing that the applicant is aware of, and accepts all Conditions of these Permits with the Department of Planning and Community Development.
3. Except as modified herein, the approval of this action is limited to, and requires complete conformation to, the approved labeled exhibits: Site Plan; Elevation Plans; Floor Plans, Roof Plan, Landscape Plan and Grading Plan.
4. All exterior materials used in this project shall be in conformance with the materials samples submitted as a part of this application.
5. It is hereby declared to be the intent that if any provision of this Permit is held or declared to be invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
6. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse, provided that the applicant has been given written notice to cease such violation and has filed to do so for a period of thirty (30) days.
7. All requirements of the Zoning Ordinance and of the specific zoning designation of the subject property must be complied with unless set forth in the Permit or on the approved Site Plan.
8. No occupancy shall be granted for any building until all Conditions of Approval have been complied with as determined by the Director of Planning and Community Development.
9. Unless this permit is used within two (2) years from the date of City approval, Case No. 07-CUP-010 will expire. A written request for a one (1) year extension may be considered prior to the expiration date.
10. The applicant shall pay to the City the applicable General Plan Update Recovery Fee prior to the issuance of a Building Permit. The current fee is \$1.41/\$1,000 of building valuation. Actual fees will be determined at the time of building permit issuance.

Conditions of Approval

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11. The applicant shall comply with all applicable Public Health Statutes, Ordinances, and Regulations related to the disposal of sewage.
12. The Forester and Fire Warden shall be consulted to ascertain the required fire flows and fire hydrants to accommodate the proposed development.
13. The applicant shall comply with the school impact fee requirements of the Las Virgenes Unified School District that is currently established at \$0.47 per square-foot of new floor area.
14. Prior to the issuance of a Building Permit, the applicant shall pay the Fire District Development Fee, at the rate in effect at the time of Building Permit issuance. The current rate is \$ 0.9296 per square-foot of new floor area.
15. Prior to issuance of a Building Permit, the applicant shall submit a letter to the Director of Planning and Community Development agreeing to suspend construction in the vicinity of a cultural resource encountered during development of the site, and leave the resource in place until the City's Environmental Planner is notified and a qualified archaeologist can examine them and determine appropriate mitigation measures. All fees and expenses for the retaining of a qualified archaeologist shall be paid by the applicant and shall not be at City expense. The applicant shall agree to comply with mitigation measures recommended by the archaeologist and approved by the Director of Planning and Community Development.
16. The approved grading plan and construction plans, resolution, conditions of approval, the mitigated negative declaration and the mitigation monitoring and reporting program and a color and material board shall be on site at all time during the construction of the project.
17. All outstanding fees owed to the City, if any, shall be paid by the applicant within thirty (30) days from the date of this approval.

Construction Requirements

18. Prior to the starting construction, the site shall be temporarily fenced and screened on all sides for the duration of the construction project. The height of the fence shall be six (6) feet and fence material shall be overlaid on the exterior with a dark, opaque vinyl screen, or other equivalent fencing and screening material as approved by the Director of Planning and Community Development. Temporary construction fencing and gates shall be maintained in good order at all times.
19. All proposed retaining walls shall consist of materials subject to review and approval by the Director of Planning and Community Development.
20. Vehicle routes and access to the property for construction purposes shall be subject to review and approval by the City Engineer.

Conditions of Approval

Page 3 of 15

21. No construction work or repair work shall be performed between the hours of 7:00 p.m. to 7:00 a.m., or any Sunday or holiday.
22. The applicant and delegated contractors shall participate with City staff in a pre-construction meeting prior to issuance of a grading permit. Any change in the construction team shall be reported to the Building and Safety Department in a timely manner.
23. A detailed Lighting and Photometric Plan shall be submitted for review and approval by the Director of Planning and Community Development, prior to issuance of a Building Permit.
24. A copy of all communications between the City and the applicant pertaining to the approved plans shall be kept on-site at all times.
25. It is the responsibility of the applicant and/or his or her representatives to report to the City any changes related to any aspects of the construction prior to undertaking the changes.
26. Intermittent inspections shall be scheduled by the applicant as required by the Building and Safety Department and coordinated with the Engineering and Planning Departments.

SOLID WASTE MANAGEMENT REQUIREMENTS

27. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused, or recycled, the applicant shall submit a "Waste Reduction & Recycling Plan" to the City for review and approval. The plan shall provide for at least 50% of the waste generated on the project to be diverted from the landfill. Plans shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The plan shall be submitted to and approved by the Department of Planning and Community Development prior to issuance of a building permit. The plan shall include the following information: material type to be recycled, reused, salvaged, or disposed; estimated quantities to be processed, management method used, and destination of material, including the hauler name and facility location. The City's Waste Reduction & Recycling Plan form or a similar format shall be used.
28. The project shall comply with the plan and provide for the collection, recycling, and/or reuse of materials (i.e. concrete, wood, metal, cardboard, green waste, etc.) and document results during demolition and/or construction of the proposed project. After completion of demolition and/or construction, the applicant shall complete a Waste Reduction & Recycling Summary Report and provide legible copies of weight tickets, receipts, invoices or letters of verification for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, the applicant shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or

- reused and the project generating the discarded materials. The Waste Reduction & Recycling Summary Report shall be submitted and approved prior to issuance of a certificate of occupancy, or final inspection if issuance of a certificate of occupancy is not applicable.
29. The applicant shall arrange for materials collection during construction, demolition, and occupancy with a City permitted hauling company, or shall arrange for self-hauling to an authorized facility.

ENVIRONMENT REQUIREMENTS

30. The applicant shall comply with each mitigation measure listed in the Final Mitigated Negative Declaration and outlined in the Mitigation Monitoring Program for the project approved on May 21st, 2009. The Mitigation Monitoring Program is attached to these Conditions of Approval.
31. A list of all project conditions of approval and mitigation measures found in the Mitigated Negative Declaration shall be included, along with a signed copy of the Resolution, on the construction plans submitted prior to issuance of a Grading or Building Permit.
32. Air quality measures (Rule 403) shall be copied onto the cover sheets of the Grading Plans.

LANDSCAPING/IRRIGATION

Landscaping

33. The landscape plan plans shall substantially conform to the plan prepared by SqLA Landscape Architects, dated March 05, 2009.
34. One copy of each of the following approved plans shall be submitted with the initial landscape plan check:
- Site Plan
 - Elevations
 - Grading Plan
 - Conditions Of Approval
35. Prior to the approval of building permits, the applicant shall submit three (3) sets of plans meeting the following requirements:
- a. A California-licensed landscape architect shall prepare, stamp and sign the plans.
 - b. All plans shall be legible and clearly drawn.

- c. Plans shall not exceed thirty inches (30") by forty-two inches (42") in size. Plans shall be a minimum of twenty-two inches (22") by thirty-six inches (36") in size.
- d. A true north arrow and plan scale shall be noted. The scale shall be no smaller than one inch equals twenty feet (1"=20'), unless approved by the City Landscape Consultant. Plans should show the current date.
- e. A title block shall be provided, indicating the names, addresses and telephone numbers of the applicant and landscape architect.
- f. The project identification number shall be shown on each sheet.
- g. The plans shall accurately and clearly depict the following existing and proposed features:
 - Landscape trees, shrubs, ground cover and any other landscaping materials
 - Property lines
 - Streets, street names, right-of-ways, easements, driveways, walkways, bicycle paths, and any other paved areas
 - Buildings and structures
 - General contour lines
 - Grading areas, including tops and toes of slopes
 - Utilities, including street lighting and fire hydrants, if applicable
 - Natural features, including watercourses, rock outcroppings
- h. The Planting Plan shall indicate the botanical name, common name, and size of each plant.
- i. Plant symbols shall depict the size of the plants at maturity, and be drawn to scale. Spacing of trees and shrubs shall be adjusted to allow for optimum growth of each species.
- j. Plant container sizes and/or spacing shall be provided. Minimum sizes shall be acceptable to the City Landscape Consultant and the Director.
- k. The landscape plans shall prominently display the following notes:

- All plant material shall conform to the most recent edition of ANSI Z60.1 - American Standard for Nursery Stock.
 - All trees shall also conform to the California Department of Forestry and Fire Protection "Standards for Purchasing Container-Grown Landscape Trees".
 - Prior to scheduling an inspection of the landscape installation with the City, the applicant's landscape architect shall certify in writing that the installation is in conformance with the approved landscape plans.
- l. The Irrigation Plan shall be provided separate from but utilizing the same format as the Planting Plan.
 - m. The irrigation design shall provide adequate coverage and sufficient water for the continued healthy growth of all proposed plantings with a minimum of waste and over spray on adjoining areas.
 - n. The Irrigation Plan shall be concise and accurate and shall include the manufacturer, model, size, demand, radius, and location of the following, as appropriate:
 - Design and static pressures
 - Point of connection
 - Backflow protection
 - Valves, piping, controllers, heads, quick couplers
 - Gallon requirements for each valve
 - o. Three (3) copies of details and specifications shall be provided, addressing but not limited to, planting, soil preparation, tree staking, guying, installation details, and post installation maintenance.
36. The landscape plan shall include at least two (2) twenty-four inch (24") box size oak trees.
 37. All landscaping shall be irrigated and maintained in perpetuity in accordance with the approved Landscape Plan.
 38. The landscape plan may not include any non-native plants considered invasive in the Santa Monica Mountains by the California Native Plant Society or the California Invasive Plant Council (Cal-IPC).

Conditions of Approval

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39. All plant material must be considered compatible with Sunset Zone 18. A native and naturalistic planting scheme is recommended to preserve and enhance the native environmental context in which the development will occur.
40. Landscape plans shall be submitted for review and approval by the City Planning and Community Development Department prior to issuance of a Grading Permit.
41. The landscape plan must be approved by the Fuel Modification Unit at the County of Los Angeles Fire Department.
42. The landscape design shall be naturalistic in style, emphasizing native oak trees per the design standards for the Freeway Corridor Overlay District. The applicant and his landscape architect shall work with the City Landscape Consultant to ensure this requirement is met.
43. Poor landscape practices such as topping, hedging and "lollipopping" shall not be permitted and may require that plant materials be replaced with like size materials at the discretion of the City landscape consultant.

ENGINEERING CONDITIONS

44. PRIOR TO FINAL MAP RECORDATION

- 1.01 Dedicate or reserve the following public utility easement(s) and emergency access easement(s):

Ten feet wide (minimum) easement along the southerly property line for maintenance of storm drain system. Variable width easement for installation and maintenance of proposed sewer line rerouting at the northwest corner of Derry Avenue and Canwood Street, spot locations of easement areas for the installation and maintenance of water, BFV and PIV.

- 1.02 Restrict vehicular access as follows: only to locations shown on the Vesting Tentative Parcel Map.

- 1.03 Vacate the following street or easement: Old Canwood Street Alignment.

- 1.04 Prepare a fully executed Subdivision Agreement (on City approved format and forms) with accompanying security as required, or complete all public improvements.

- 1.05 Provide a Monumentation bond (i.e. cash deposit) in an amount calculated by the Engineering Department or as specified in writing by the applicant's Registered Engineer or Licensed Land Surveyor of Record and approved by the City Engineer, whichever is greater.

- 1.06 Provide a preliminary title report not older than 30 days.

45. PRIOR TO PERMITTING (GRADING, BUILDING, ENCROACHMENT, ETC)

A. General

- 2.01 Prior to Building Permit issuance, record Parcel Map No. 69426 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer.
- 2.02 The project will require a subdivision map to be processed, and this development plan shall only proceed to the Planning Commission concurrently with the required subdivision map.
- 2.03 All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California, and submitted to the City Engineer for review and approval.
- 2.04 For all work within public right-of-way, the applicant shall obtain an Encroachment Permit. Prior to issuance of this permit, all public improvement plans, which include but are not limited to, street, water, sewer, storm drain, lighting, signing and striping, etc shall be reviewed and approved by the City Engineer. Water plans shall be designed to meet LVMWD standards and contain a signature block for the City Engineer. All associated fees and securities shall be based upon completed Engineering Cost Estimate forms, approved by the Engineering Department. Forms are available for download from the City's website at www.ci.agoura-hills.ca.us.
- 2.05 Applicant shall pay all applicable Transportation Impact Fees (TIF) to the Building and Safety Department. TIF fee shall be based on the approved rate for a commercial use, and not a residential use.
- 2.06 All existing street and property monuments within or abutting this project site shall be preserved consistent with AB1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the applicant shall retain a licensed land surveyor or civil engineer to reset those monuments per City's Standards and file the necessary information with the County Recorder's office.
- 2.07 Detailed on-site utility information shall be shown on the grading plan, which includes, but is not limited to, backflow prevention devices, exact location of laterals water meter size and location, invert elevations and grades for all gravity lines. The grading plan will not be approved by

the Engineering Department until this detailed utility information is included on the plans.

- 2.08 Grading Plan shall show location(s) of all Oak trees within the vicinity of the site. Applicant shall adhere to all requirements pertaining to Oak trees as outlined in the City's Oak Tree Consultant's Conditions of Approval.
- 2.09 The applicant shall submit electronic files (i.e., CAD file, on disc) of project-related off-site improvement plans as deemed necessary by the City Engineer. These electronic files shall accompany original mylars of improvement plans to be approved/signed by the City Engineer. Improvement plans will not be approved by the City Engineer if not accompanied by CAD files.
- 2.10 Submit a soils/geology report to the project engineer for review and approval in accordance with Government Code, Section 66434.5 as required by the City Engineer. The report shall be reviewed and approved by the City Geotechnical/Geological Consultant.
- 2.11 Other Agency Permit/Approval: Prior to issuance of permits from the Engineering Department, this project is subject to a permit from the following agencies, if required:
 - Las Virgenes Municipal Water District
- 2.12 Building Permits shall not be issued until graded building pad(s) have been certified for compaction and elevation to the City's satisfaction. Contact Engineering Department @ 818.597.7322 for approved City certification forms.

B. Public Improvements

- 2.20 Design full public improvements in accordance with City Code, Specifications, approved specific plan, and/or approved Conditions of Approval for the area. Such public improvements may include, but not be limited to, the following:

Improvement Item	Canwood Street and Derry Avenue
AC Pavement	Replace all damages during construction Improve Canwood Street for T.I. = 9.0. Minimum and/or key cut along gutter edges and install 2" overlay on Canwood Street from westerly property line to northeast curb return at Derry Avenue-Canwood intersection and on Derry Avenue from the intersection to the connection point reclaimed water.

Improvement Item	Canwood Street and Derry Avenue
PCO Drive Approach	New – on Canwood Street and Derry Avenue
Sidewalk	New – Meandering walk along Canwood Street and affected sidewalk along Derry Avenue
ADA Access Ramp	New – in compliance with ADA regulations
Street Lights	New - As directed by the City Engineer
Sewer Service (See Section 2C)	Main
All water appliances are per LVMWD standards (See Section 2D)	Yes, per intended commercial use
Storm Drain (See Section 2E)	Drain line, catch basins and appropriate local depression and connectors.
Traffic Signing and Striping (See Section 2G)	New – with appropriate transitions to existing
Underground Overhead Utilities	Yes – in compliance with City Municipal Code.
Removal and replacement of	All re-aligned public utilities through lot
Other required improvements	Reclaimed water main in Canwood Street and portion of Derry Avenue north of Canwood Street

- 2.21 The following existing streets being cut for new services will require an asphalt concrete overlay: Canwood Street and Derry Avenue.
- 2.22 This property is within the LVMWD service area. Applicant shall make arrangements with LVMWD for those services and provide the City with proof that all LVMWD fees have been paid.
- 2.23 Other conditions:
- All retaining walls shall be built on private property and are prohibited from being constructed in the public right-of-way (R.O.W.).

C. Sewer

- 2.30 Relocated sewer line is available for connection by this project in Canwood Street.
- 2.31 Other Conditions: Sewer improvement plans shall be reviewed and approved by the City Engineer and Los Angeles County Public Works, Sanitation Maintenance District.

D. Water

- 2.40 All water facilities shall be designed to comply with all LVMWD requirements. Final plans must be reviewed and approved by LVMWD and City.
- 2.41 Other Conditions: Separation between potable water line and reclaimed water line, sewer line, or storm drain line is 10 feet clear (i.e. distance from outer extremities of water line and other utility conduit).

E. Drainage/Hydrology

- 2.50 A hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California, in accordance with the Los Angeles County Hydrology Manual, is required. Additional drainage facilities or portions of the site/grading plan may need to be altered as a result of the findings of this study.

F. Stormwater (NPDES)

- 2.60 Prior to the approval of the Grading Plan and issuance of Grading Permits, an Erosion and Sediment Control Plan (ESCP) shall be submitted to and approved by the Engineering Department. The Erosion and Sediment Control Plan shall specifically identify the Best Management Practices (BMPs) that will be implemented on this project, during construction, to reduce the discharge of sediment and other pollutants into the City's storm drain system. Said plan shall ensure, among other things, that the following minimum requirements are effectively implemented at all construction sites:
 - Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
 - Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to the streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;

- Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site;
- Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

2.61 Prior to the approval of the Grading Plan and issuance of Grading Permits, a completed Urban Stormwater Mitigation Plan (USMP) shall be submitted to and approved by, the Engineering Department. The USMP shall be prepared per the Los Angeles County Standard Urban Stormwater Mitigation Plan (SUSMP) design guidelines. SUSMP shall identify, among other things, all Post-Construction, Site Design, Source Control and Treatment Control Best Management Practices (BMPs) that will be incorporated into the development project in order to minimize the adverse effects on receiving waters.

2.62 All projects that develop one (1) acre or more of total land area, or which are part of a larger phased development that will disturb at least one acre of land, are required to obtain coverage under the State Water Resources Control Board's General Permit For Storm Water Discharges Associated With Construction Activity. Proof of filing a Notice of Intent (NOI) with the State for coverage under this permit is required prior to approval of the grading plan and issuance of grading permits. The applicant shall submit a copy of the Waste Dischargers Identification Number (WDID) for coverage under the General Construction Permit to the Engineering Department.

2.63 SWPPP Plan – All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to prepare a Storm Water Pollution Prevention Plan (SWPPP), utilizing the model form in Appendix B of the 2003 CASQA Stormwater BMP Handbook for Construction at: www.cabmphandbooks.com and submit a copy of the plan to the City of Agoura Hills Engineering Department for review. A copy of the adopted SWPPP shall be maintained in the construction site office at all times during construction, and the Site Superintendent shall use the plan to train all construction site contractors and supervisory personnel in construction site Best Management Practices, prior to starting work on the site.

Said plan shall, among other things, ensure that the following minimum requirements are effectively implemented at all construction sites:

- a. Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
- Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to the streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
 - Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site;
 - Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes and covering erosion susceptible slopes.

- 2.64 Other Conditions: A Best Management Practice (B.M.P.) Covenant and Deed Restriction shall be prepared and recorded with the Los Angeles County Recorder's office by the applicant prior to issuance of a Certificate of Occupancy.

G. Traffic/Transportation

- 2.70 The applicant is required to submit a focused traffic impact study. The study shall address any or all of the following issues as required by the City Engineer: parking, on- and off-site circulation, and/or build-out and future years traffic Level of Service (LOS) and impacts at intersections selected by the City.

46. PRIOR TO CERTIFICATE OF OCCUPANCY

- 3.01 All remaining fees/deposits required by the Engineering Department must be paid in full.
- 3.02 All requirements including construction of improvements covered in Section 2 must be completed to the satisfaction of the City Engineer.
- 3.03 The Applicant's Engineer shall submit a set of MYLAR, Record (as-built) Drawings, for off-site improvements, to accurately reflect the constructed improvements. This set of Record Drawings reflecting all change orders during construction, must be submitted to the City via City's inspection prior to scheduling of final inspection for acceptance of the improvements. *Please note that no final inspection will be scheduled and subsequently no release of securities, posted for the project if any, will take place unless MYLAR, Record (As-built) Drawings, satisfactory to the City, are submitted.*

- 3.04 The applicant shall *record a covenant for continued stormwater maintenance, using City-approved forms*, with the Los Angeles County. An electronic copy of this document is available on the City's website: www.agoura-hills.ca.us.
- 3.05 All monuments shall be set in accordance with the final map, and all centerline ties shall be submitted to the Engineering Department. Any monuments damaged as a result of construction, shall be reset to the City's satisfaction.
- 3.06 Record Parcel Map No. 69426.

BUILDING AND SAFETY

- 47. Per Section 903.2 of Chapter 2 of the Agoura Hills Municipal Code (AHMC), this structure is required to be fire sprinklered.
- 48. This project must meet all requirements for the fuel modification plan Per Section 704A.6 of Chapter 2 of AHMC.
- 49. An accessible path of travel must be provided from public right-of-way to the main entrance of the building(s) on site.
- 50. Please provide number and the location of all accessible and van accessible parking stalls in the project on plan.
- 51. All exterior materials used for eaves, sidings, porch, patio, carport and other similar structures need to meet the Very High Fire Hazard Severity Zone (VHFHSZ) as outlined in Chapter 2 of Article VIII in the AHMC.
- 52. As part of the permitting process and prior to permit issuance, two (2) full sets of construction plans, including Structural and Energy calculations, need to be submitted to Building and Safety Department to be reviewed for compliance with the latest adopted codes. Please be advised that this is a preliminary review and does not constitute a final Building and Safety approval.
- 53. The City Building Code requires that a minimum setback of structure to toe of slope per Agoura Hills Building Code, Sec. 1806.5.3, shall be demonstrated. Minimum setback from a descending slope is H/2, ($\frac{1}{2}$ the vertical height of the slope, including portions not on property), or provide the equivalent protection determined by the soils engineer. This deviation will need to be verified by City Soils Engineer and approved by Building Official.
- 54. Dual pane windows shall be utilized, as required for Fire Zone 4 compliance.
- 55. Projects shall demonstrate the use of Class-A roofing material.

Conditions of Approval

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56. Preliminary and final site plan and construction plan shall show location of A/C condensing units or other HVAC equipment located on or around structure.
57. Building Permits shall not be issued until grading is approved and City, Fire District and all other Departments' requirements have been satisfied.

SPECIAL CONDITIONS

58. On-site decorative paving shall be provided at the driveway entrance serving the site and the walking pathway around the proposed buildings. The color, materials and length of the decorative paving shall be subject to review and approval by the Director of Planning and Community Development.
59. All transformers, other equipment, and refuse containers shall be screened from view. A plan showing this shall be reviewed and approved by the Director of Planning and Community Development.
60. All parking stalls shall be pinstriped. A minimum of 83 parking spaces shall be provided for the project.
61. Lighting requirements shall prohibit any light to shine on the right-of-way and adjacent parcels.
62. The applicant shall submit a Landscape Plan, to be reviewed and approved by the Director of the Planning and Community Development Department, specifically addressing the tree canopy coverage.
63. The applicant shall provide a more subdued color for the parapet elements of the building, for review and approval by the Director of Planning Community Development.
64. The applicant shall revise the planting in front of the seventeen foot (17') high retaining wall to provide screening of the wall within as short a time period possible. The revised planting plan shall specify fast-growing tree species and the largest container sizes feasible, to the satisfaction of the Director of Planning and Community Development.

END

EXHIBIT H-3

City Council Ordinance
(No. 09-365)

ORDINANCE NO. 09-365

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING A ZONE CHANGE (CASE NO. 07-ZC-001)

THE CITY COUNCIL OF THE CITY OF AGOURA HILLS DOES ORDAIN AS FOLLOWS:

WHEREAS, an application for a recommendation of approval of a zone change was duly filed by Agoura Business Center, LLC, to rezone the properties shown on Exhibit "A". The property A.P.N. 2048-012-022 is currently zoned CRS-FC (Commercial Retail Service-Freeway Corridor Overlay), and the parcel A.P.N. 2048-012-027 is zoned BP-M-FC (Business Park-Manufacturing-Freeway Corridor). The request is to adjust the zoning boundary of Parcels 2048-012-022 and 2048-012-027 to match their respective new geographic boundaries.

WHEREAS, the City Planning Commission held a public hearing on the Mitigated Negative Declaration on May 21, 2009 in the City Council Chambers, at which public comments were received, and the Planning Commission made the following recommendations to City Council: recommend approval of the Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program (MMRP).

WHEREAS, a duly noticed public hearing was held on June 24, 2009 at 7:00 p.m. in the City Hall Council Chambers, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place and purpose of the aforesaid hearing was duly given.

WHEREAS, evidence, both written and oral, was duly presented to and considered by the City Council of the City of Agoura Hills at the aforesaid public hearing.

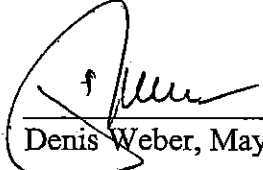
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Agoura Hills hereby finds, per Section 9672 of the City of Agoura Hills Zoning Ordinance that:

1. The proposed Zone Change is necessary to carry out the City's desires to develop the subject area as a retail services-oriented neighborhood given its proximity to the freeway.
2. The proposed Zone Change will be a transitional use between the industrial park and the freeway corridor.
3. The proposed Zone Change is necessary to implement the General Plan.

Based upon the aforementioned findings, the City Council hereby approves the request for an amendment to the Zoning Map.

PASSED, APPROVED, AND ADOPTED this 8th day of July, 2009, by the following vote to wit:

AYES: (5) Weber, Koehler, Edelston, Kuperberg, Schwarz
NOES: (0)
ABSENT: (0)
ABSTAIN: (0)



Denis Weber, Mayor

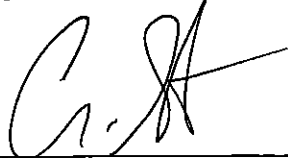
ATTEST:



Kimberly M. Rodrigues, City Clerk



APPROVED AS TO FORM:



Craig A. Steele, City Attorney

Exhibit A
ZONE CHANGE—CASE NO. 07-ZC-001

