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AGREEMENT

BY AND AMONG

THE JOSHUA HESCHEL WEST SCHOOL

AND

THE CITY OF AGOURA HILLS

Dated as of

November __, 2008

REGARDING THE DEVELOPMENT OF APPROXIMATELY 73 ACRES OF PROPERTY
LOCATED GENERALLY NORTH OF U.S. HIGHWAY 101 AND EAST OF CHESEBRO
ROAD IN THE COUNTY OF LOS ANGELES, IMMEDIATELY ADJACENT TO THE CITY
OF AGOURA HILLS.

A.P.N. 2052-009-012

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OF AGOURA HILLS.

This agreement (the "Agreement") is entered into as of this __ day of November, 2008, by and among the City of Agoura Hills, a municipal corporation (the "City"), and Joshua Heschel West School, a California non-profit corporation formed and existing under Section 501 (c)(3) of the Internal Revenue Code (the "School"), on behalf of themselves and their heirs, successors and assigns.

RECITALS

A. The School owns certain real property located in an unincorporated area of Los Angeles County (the "County") immediately adjacent to the easterly border of the City, the legal description of which is set forth in Exhibit A, hereto and incorporated herein by this reference (the "Property"). The Property consists of approximately 73 acres, located north of U.S. Highway 101 and east of Chesebro Road. The School desires to develop a portion of the Property as a private school for students in grades K-8, with an ultimate total of nine one- and two-story buildings constructed in phases on a 20.7 acre portion of the Property, with approximately 166,450 square feet of total floor space and 233 parking spaces. The remainder of the Property is proposed to be used for play fields, landscaped areas and open space (collectively, the "Project"). The Project is under review by the Los Angeles County Board of Supervisors (the "Board") as County Project No. 98-062.

B. As part of the planning and entitlement process, the County has analyzed the environmental effects of the Project as required by the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA"). These environmental analyses included a Draft Environmental Impact Report, State Clearinghouse Number 1998101060 (the "DEIR") that was circulated for public review and comment on two separate occasions in 2002 and 2003 and was considered at multiple public hearings. Thereafter, in response to comments received to the DEIR, the DEIR was revised ("RDEIR") to reflect additional Project variations and changes and was recirculated for further public review and comment for an additional forty-

five (45) days. The RDEIR was then considered at additional public hearings before the County Regional Planning Commission and Board.

C. The City has provided written comments regarding the Project and the adequacy of the DEIR and RDEIR throughout the process. The City Council voted to oppose the Project in its 2006 and 2007 form, as well as the certification of the RDEIR and forwarded those positions to the County.

D. On November 27, 2007, following a public hearing, the Board directed its staff to prepare the necessary documentation to certify the Final Environmental Impact Report (the "FEIR") for the Project and to approve the Project and Conditional Use Permit Number 98-062. It is anticipated that the Board will take final action to approve the Project on November 17, 2008.

E. Notwithstanding the County's consideration of the Project and the adequacy of the FEIR, the City and others have expressed concern regarding various elements of the Project, and the FEIR. Of particular concern to the City and other commenters are the Project's effect on traffic in the area of the Project, the density and intensity of development, emergency ingress and egress following construction of the Project, impacts from school uses, landscaping and open space. The City recognizes that approval of the Project is completely within the jurisdiction of the Board and seeks to ensure that the environmental review of the Project is thorough and complete and that the impacts of the Project are mitigated to the greatest extent feasible.

F. The City and the School wish to enter into this Agreement in order to alleviate the concerns of the City as much as possible and to avoid legal action by the City to challenge the County's anticipated approval of the Project.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing Recitals, mutual covenants contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the School and the City agree as follows:

ARTICLE 1

EFFECTIVE DATES AND TERM

1.01 Preliminary Effective Date

This Agreement shall become preliminarily effective and binding upon the parties hereto on the first business day following the approval of this agreement by both the Board of Directors of the School, in the first instance, and the City Council of the City of Agoura Hills, in the second instance ("Preliminary Effective Date"), subject to the provisions of Section 1.02 below, only for the period between the Preliminary Effective Date and either 1) a Terminating Event as defined in Section 1.04, or 2) the Permanent Effective Date as defined in Section 1.02.

1.02 Permanent Effective Date

Unless terminated earlier by the parties, this Agreement shall become permanently effective and binding on the parties hereto as of the date the Project is approved in final form by the Board with adopted conditions of approval that are identical to the agreed-upon conditions of approval attached hereto as Exhibit B and incorporated herein by this reference.

1.03 Term

The Term of this Agreement shall be for twenty (20) calendar years following the Permanent Effective Date, unless terminated earlier pursuant to its terms.

1.04 Terminating Event

Each of the following events individually shall be Terminating Events, the occurrence of which shall automatically terminate this Agreement without further action by either party.

- a. The approval of the Project by the Board in a form that differs from the project description set forth in the RDEIR.
- b. The approval of the Project by the Board with conditions of approval that are not identical to the agreed upon conditions of approval attached hereto as Exhibit B, including without limitation, the Board's failure to delete Condition 37 and the substance of that Condition from the Project approval.
- c. The denial of the Project by the Board.
- d. A final, non-appealable, ruling by a court of competent jurisdiction finding either that the Board's approval of the Project violated applicable law or that the Board's certification of the FEIR was legally invalid.
- e. Any transfer of the Property to a third party for a use other than private school purposes.
- f. The revocation or termination of the School's Conditional Use Permit.

ARTICLE 2 CITY COMMITMENTS

2.01 Adequacy of FEIR

Within three (3) business days following the Preliminary Effective Date, the City Attorney shall deliver a letter to the Chair of the Board, with copies to the other Members of the Board, the Clerk of the Board and counsel for the School, indicating that the City's comments regarding the adequacy of the DEIR and the RDEIR will be deemed to be adequately addressed if the Board adopts the text changes and mitigation measures set forth in the FEIR, a mitigation monitoring program in compliance with CEQA and the conditions of approval exactly as set forth in Exhibit B to this Agreement.

2.02 Waiver of Legal Challenge

On the Permanent Effective Date, the City shall waive and releases any and all rights it now has to challenge, dispute, or otherwise contest the School's entitlements or environmental clearance to develop the Project in a manner consistent with the Conditional Use Permit Number 98-062 and with the FEIR. The City affirmatively covenants that it will not institute or pursue, nor encourage or support any party to institute or pursue, any action, including without limitation any lawsuit or administrative proceeding, contesting the School's entitlements or environmental clearance to so develop the Project or seeking to delay, restrain, enjoin or otherwise interfere with such development of all or any portion of the Project, either individually or collectively. Nothing in this agreement shall be deemed to waive any future or now unknown right for the City to challenge the operation of the school pursuant to the conditions of approval, or to comment upon and/or legally challenge proposed new uses on the site or proposed amendments to the Conditional Use Permit, conditions of approval, FEIR or other laws applicable to the Property.

2.03 City Cooperation

The City shall cooperate with the School to the extent the School proceeds with the Project in a manner that is consistent with the FEIR, the County's approval and the conditions of approval as set forth in Exhibit B. For purposes of this section 2.03, where the provisions of the FEIR are inconsistent with the provisions of the conditions of approval, those of the conditions of approval shall prevail. Specifically, and without limiting the foregoing, the City shall cooperate and facilitate, and shall not unreasonably impede, the public improvements the School is required to construct and/or fund pursuant to the conditions of approval of the Project. With regard to the installation of a traffic signal and associated street improvements at the intersection of Chesebro Road and U.S. Highway 101, the City hereby approves the design of improvements set forth in the plans dated November 5, 2007, attached hereto as Exhibit C and incorporated herein by this reference (the "Chesebro Signal Project"). Within thirty (30) business days following the approval of the Chesebro Signal Project by CalTrans, and upon timely submission of a complete application and payment of any applicable permit fees by the School, the City Engineer shall issue a encroachment permit for the construction of the Chesebro Signal Project.

2.04 Permit and Plan Check Fees

Except as specified in the conditions of approval, the City shall charge the School, and the School shall pay, the same permit, plan check and other City fees as are then-applicable Citywide to generally similar uses.

2.05 City Review and Comment

Where required by the FEIR and/or the conditions of approval, the City shall in good faith participate in meetings, review and comment upon documents or proposals, and otherwise reasonably cooperate with the County and the School during the development and operation of the Project.

ARTICLE 3 SCHOOL COMMITMENTS

3.01 Construction and Operation of Project

The School shall use its best efforts, consistent with industry standards, to construct and operate the Project in full compliance with this Agreement, the conditions of approval, the FEIR, the mitigation monitoring program adopted by the County and applicable State and local laws.

3.02 Enforcement of Conditions

The School shall not, following final approval of the project by the Board, seek to amend or delete: 1) the description of the Project in the FEIR; 2) any mitigation measure identified in the FEIR that mitigates an environmental impact of the Project that physically occurs in the City; or 3) any condition of approval or mitigation measure identified in the FEIR that involves the construction of any improvement in the City or the payment of any sum of money to the City, without the advance written approval of the City. The School shall not seek to amend or delete any other condition of approval or mitigation measure of the Project without providing written notice to the City Manager at least fifteen (15) business days in advance of making such application to the County.

3.03 Other Approvals

The School warrants that it has or will obtain at the School's expense all governmental and private approvals as may be necessary to enter into this Agreement and to undertake all the obligations set forth herein.

3.04 Payment of Fees and Securities

The School shall pay in full when due all applicable City plan check and permit fees in the same amounts as are then-applicable to development Citywide. The School shall promptly and timely make all payments to the City that are required by the conditions of approval set forth in Exhibit B. The School shall provide faithful performance and completion bonds in forms, amounts and specifications satisfactory to the City Engineer and City Attorney for all improvements to be constructed in the City. The City shall not unreasonably require security or bonds that are not required of developers in the normal course of City business.

ARTICLE 4

REPRESENTATIONS OF THE PARTIES

4.01 School Representations.

The School represents that it is comprised of one or more corporations duly formed and validly existing under California law. The School further represents that it has all necessary power and authority to execute and deliver this Agreement, including the Exhibits hereto.

4.02 City's Representations.

The City represents that it is a municipal corporation duly formed and validly existing under California law. The City further represents that it has all necessary power and authority to execute and deliver this agreement.

ARTICLE 5

GENERAL PROVISIONS

5.01 Termination, Amendment and Modification.

With the exception of termination due to a Terminating Event as defined in Section 1.04, above, neither this Agreement nor any provision hereof may be terminated, extended and/or modified without the written consent of the parties hereto.

5.02 Assignment.

Neither party may assign any of its rights or obligations under this Agreement without the written consent of the other party . No party's consent hereunder shall be unreasonably withheld so long as the assignment facilitates the development of the Project in the form approved by the County including, without limitation, the incorporated conditions of approval.

5.03 Notice

Any notice, request or other document required to be given hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such mailed notice to be effective on the date such receipt is acknowledged), as follows:

If to the School,

addressed to: Joshua Heschel West School
27400 Canwood Street
Agoura Hills, California 91301
Attention: Kim Cavallo, President, Board of Directors

With a copy to: Jeffer, Mangels, Butler & Marmaro LLP
1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067
Attention: Benjamin M. Reznik, Esq.

If to the City,

addressed to: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Clerk

With a copy to:

Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Craig Steele, Esq.

or to such other place and with such other copies as either party may designate by written notice to the other party.

5.04 Entire Agreement

The Parties intend this to be a final expression of their agreement and a complete and exclusive statement of their agreement and understanding with respect to the Agreement's subject matter.

5.05 Force Majeure

In the event that the performance of any act or obligation under this Agreement is prevented or delayed by (i) earthquake, flood or other act of God or other Deities; (ii) war, invasion, insurrection, riot or malicious mischief; (iii) strike, lock-out or other action of any labor union; (iv) condemnation; or (v) any other cause, excluding financial inability, whether similar or dissimilar to the foregoing, not within the reasonable control of either party, then the time for performance of the act or obligation shall be extended for a period equivalent to the period of delay and performance of the act or obligation during the period of delay shall be excused. The Parties shall, however, use reasonable diligence to avoid any such delay and to resume performance as promptly as possible after the delay.

5.06 Binding Effect

This Agreement shall inure to the benefit of and bind the Parties hereto and their respective representatives, successors and assigns.

5.07 Severability

If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any provision in any other circumstances, or the validity and enforceability of the Agreement as a whole.

5.08 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

5.09 Enforcement Rights.

(a) In General. In the event any Party breaches, violates, or fails to perform or satisfy any of its obligations or duties contained herein and has not cured or, in the event of a cure which cannot be completed within thirty (30) days, has not commenced and diligently

proceeded to cure this breach, violation or failure within thirty (30) days after receiving written notice to do so, the other Party may, in addition to any other legal rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof or enforce by specific performance the obligations and rights of the Parties hereto.

(b) Specific Performance. The Parties hereby agree and acknowledge that the recovery of money damages is an inadequate remedy for the City following a default by the School and an inadequate remedy for the School following a default by the City, and that specific performance of this Agreement is an appropriate remedy for any such default under this Agreement and should be available to the non-defaulting parties following such a default based on the following facts and circumstances:

(i) the uncertainty inherent in quantifying monetary damages for such a default under this Agreement;

(ii) the School's commitments provided for herein were bargained for by the City and given in return for assurances by the City regarding their legal position concerning the Project, which assurances were in turn relied upon by the School in undertaking its commitments; and

(iii) the City's commitments provided for herein were bargained for by the School and given in return for assurances by the School regarding the actions it would take to address the City's concerns about the Project's effects on the City, which assurances were in turn relied upon by the City in undertaking their commitments.

5.10 Attorneys' Fees

In any action or proceeding brought to enforce any provision of this Agreement, the successful party shall be entitled to recover reasonable attorneys' fees in addition to any other available remedy.

The "City":
CITY OF AGOURA HILLS

The "School"
JOSHUA HESCHEL WEST SCHOOL

By: _____
John Edelston, Mayor

By: _____
Kim Carvallo
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kimberly M. Rodrigues, MMC
City Clerk

Craig A. Steele
City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) 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 _____ (Seal)
Signature of Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) 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 _____ (Seal)
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF LOT "A" AS DESIGNED ON THE PARTITION MAP OF THE RANCHO LAS VIRGENES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN CASE NO. 2898, SUPERIOR COURT OF LOS ANGELES COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT POINT IN THE EASTERLY LINE OF LOT 21, IN BLOCK 4 OF TRACT NO. 8451, AS SHOWN ON THE MAP RECORDED IN BOOK 104, PAGES 79 TO 90 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DISTANT ALONG SAID EASTERLY LINE, NORTH $0^{\circ}04'03''$ WEST 5.82 FEET FROM THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE SOUTH $79^{\circ}15'55''$ EAST 438.67 FEET; THENCE SOUTH $51^{\circ}21'26''$ EAST 2140.55 FEET; THENCE SOUTHEASTERLY AND TANGENT TO SAID LAST DESCRIBED COURSE, ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1650 FEET; THROUGH AN ANGLE OF $35^{\circ}23'41''$ AND ARC DISTANCE OF 1019.29 FEET TO THE SOUTHEASTERLY LINE OF SAID RANCHO LAS VIRGENES, DISTANT THEREON NORTH $48^{\circ}29'30''$ EAST 587.72 FEET FROM A 8 INCH BY 12 INCH BY 24 IN RECTANGULAR STONE, MARKING THE INTERSECTION OF THE EAST LINE OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 18 WEST, WITH THE SOUTHEASTERLY LINE OF SAID RANCH.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A 8 INCH BY 12 INCH BY 24 INCH RECTANGULAR STONE MARKING THE INTERSECTION OF THE EAST LINE OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 10 WEST, WITH THE SOUTHEASTERLY LINE OF SAID RANCHO; THENCE ALONG SOUTHEASTERLY LINE NORTH $48^{\circ}29'30''$ EAST, A DISTANCE OF 587.72 FEET TO A POINT IN THAT CERTAIN CURVE DESCRIBED IN THE DEED TO THE STATE OF CAUFORNIA, RECORDED ON OCTOBER 7, 1948 IN BOOK 28453, PAGE 312, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS HAVING A RADIUS OF 1650.00 FEET AN ARC LENGTH OF 1019.29 FEET, SAID POINT HEREIN DESIGNATED AS POINT "A"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 228.94 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 341.99 FEET; THENCE NORTH $74^{\circ}58'21''$ EAST, A DISTANCE OF 78.80 FEET; THENCE SOUTH $64^{\circ}25'23''$ EAST A DISTANCE OF 27.15 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT "A" DESCRIBED IN THE EXCEPTION ABOVE; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE NORTHWESTERLY TERMINUS THEREOF, SAID TERMINUS BEING THE TRUE POINT

OF BEGINNING OF THIS DESCRTPITON AND ALSO THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS HAVING A BEARING OF SOUTH 51°21'26 EAST AND A LENGTH OF 2140.55 FEET IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED IN BOOK 28453, PAGE 312, OFFICIAL RECORDS; THENCE ALONG SAID LAST MENTIONED COURSE, NORTH 51°21'26" WEST, A DISTANCE OF 971.92 FEET; THENCE SOUTH 82°40'16" EAST, A DISTANCE OF 177.48 FEET; THENCE SOUTH 44°56'30" EAST, A DISTANCE OF 825.46 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED NOVEMBER 5, 1953 AS INSTRUMENT NO. 1442, IN BOOK D-2245, PAGE 64 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA, RECORDED AUGUST 26, 1970 AS INSTRUMENT NO. 221, IN BOOK D-4813, PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT "A", SAID POINT BEING NORTH 14°00'35" EAST 442.21 FEET FROM STATION 6 OF SAID LOT "A"; THENCE SOUTH 89°40'14" EAST 335.55 FEET TO THE BEGINNING OF A TANGENT CURVE THROUGH A CENTRAL ANGLE OF 61°30'13" AN ARC DISTANCE OF 1985.87 FEET; THENCE LEAVING SAID CURVE, SOUTH 89°54'39" EAST 563.13 FEET MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF SAID LOT "A", SAID POINT BEING SOUTH 3°03'26" WEST 3526.32 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT "A".

ALSO EXCEPT THAT PORTION OF SAID LAND AS DESCRIBED IN THE GRANT DEED RECORDED APRIL 30, 1992 AS INSTRUMENT NO. 92-776968 OF OFFICIAL RECORDS.

EXHIBIT B

AGREED UPON CONDITIONS OF APPROVAL

EXHIBIT C

PRE-APPROVED PLAN FOR CHESEBRO SIGNAL PROJECT

**CONDITIONS OF APPROVAL
CONDITIONAL USE PERMIT NUMBER 98-062-(3)**

This grant authorizes the construction, operation, and maintenance of a private preschool, elementary, and middle school (Pre - K-8) for up to 750 students and associated staff as depicted on the approved Revised Exhibit "A," and subject to all of the conditions of approval contained in, or referenced by, this document.

1. Unless otherwise apparent from the context, the term "permittee" shall include the applicant and any other person, corporation, or other entity making use of this grant.
2. This grant shall not be effective for any purpose until the permittee, and the owner of the subject property if other than the permittee, have filed at the office of the Department of Regional Planning ("Department") their affidavit stating that they are aware of and agree to accept all of the conditions of this grant, and that the conditions of the grant have been recorded as required by Condition No. 7, and until all required monies have been paid pursuant to Condition Nos. 9, 10, and 11. These conditions shall be fully applicable to any transferee, lessee or any other person or entity making use of this grant.
3. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of Government Code section 65009. The County shall notify the permittee of any claim, action, or proceeding and the County shall reasonably cooperate in the defense.
4. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within 10 days of the filing pay the Department an initial deposit of \$5,000, from which actual costs shall be billed and deducted for the purpose of defraying the expenses involved in the Department's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance to permittee or permittee's counsel. The permittee shall also pay the following supplemental deposits, from which actual costs shall be billed and deducted:
 - a. If during the litigation process, actual costs incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of the initial deposit. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.
 - b. At the sole discretion of the permittee, the amount of an initial or supplemental deposit may exceed the minimum amounts defined herein.

The cost for collection and duplication of records and other related documents will be paid by the permittee in accordance with Los Angeles County Code section 2.170.010.

5. This grant will expire unless used within four years from the date of approval. A one-year time extension may be requested in writing and with the appropriate fee six months before the expiration date.
6. If any material provision of this grant is held or declared to be invalid by a court, the permit may be voidable and the privileges granted hereunder may lapse.
7. Prior to the use of this grant, the property owner or permittee shall record the terms and conditions of the grant in the office of the County Recorder. In addition, upon any transfer or lease of the subject property during the term of this grant, the property owner shall promptly provide a copy of the grant and its terms and conditions to the transferee or lessee of the subject property. Upon recordation, an official copy of the recorded conditions shall be provided to the director.
8. This grant will terminate on October 28, 2038. Entitlement to the use of the property thereafter shall be subject to the regulations then in effect. At least six months prior to the expiration of this permit and in the event that the permittee intends to continue operations after such date, a new conditional use permit application shall be filed with the Department. The application shall be a request for a continuance of the use permitted under this grant, whether including or not including modification to the use at that time.
9. The subject property shall be maintained and operated in full compliance with the conditions of this grant and any law, statute, ordinance, or other regulation applicable to any development or activity on the subject property. Failure of the permittee to cease any development or activity not in full compliance shall be a violation of these conditions. The permittee shall deposit with the County of Los Angeles the sum of \$1,050. The monies shall be placed in a performance fund, which shall be used exclusively to compensate the Department for all expenses incurred while inspecting the premises to determine the permittee's compliance with the conditions of approval. The fund provides for seven inspections, one every other year for the first 15 years of the project. The inspections shall be unannounced.

If any inspection discloses that the subject property is being used in violation of any conditions of this grant, the permittee shall be financially responsible and shall reimburse the Department for all additional enforcement efforts necessary to bring the subject property into compliance.

Inspections shall be made to ensure compliance with the conditions of this grant as well as adherence to development in accordance with the approved Exhibit "A" on file. The amount charged for additional inspections shall be \$150 per inspection, or the current recovery cost, whichever is greater.

10. The permittee shall remit an \$1,876.75 Fish and Game fee and a \$50 document handling fee (total fees due: \$1,926.75) payable to the County of Los Angeles in connection with the filing and posting of a Notice of Determination in compliance with section 21152 of the Public Resources Code. The said fees will be required within five business days of the final approval date of the permit.
11. The permittee shall comply with all requirements of the Mitigation Monitoring Program approved for this project. Payment shall be made within 30 days of permit approval to the Department the sum of \$3,000 in order to defray the cost of reviewing and verifying the information contained in the reports required by the Mitigation Monitoring Program.
12. Notice is hereby given that any person violating a provision of this grant is guilty of a misdemeanor. Notice is further given that the Regional Planning Commission or a hearing officer may, after conducting a public hearing, revoke or modify this grant, if the Regional Planning Commission or hearing officer finds that these conditions have been violated or that this grant has been exercised so as to be detrimental to the public's health or safety or so as to be a nuisance. In the event that the County deems it necessary to initiate such proceedings pursuant to Part 13 of Chapter 22.56 of the County Code, the applicant shall compensate the County for all costs incurred in such proceedings.
13. All requirements of the Zoning Ordinance and of the specific zoning of the subject property must be complied with unless specifically modified by this grant, as set forth in these conditions or shown on the approved plans.
14. Upon approval of this grant, the permittee shall contact the Fire Prevention Bureau of the Los Angeles County Forester and Fire Warden to determine what facilities may be necessary to protect the property from fire hazard. Any necessary facilities shall be provided as may be required by said department.
15. The subject property shall be developed and maintained in compliance with requirements of the County of Los Angeles Department of Health Services. Adequate water and sewage facilities shall be provided to the satisfaction of said department.
16. All structures shall comply with the requirements of the Department of Public Works ("Public Works"), Building and Safety Division.

17. The school is authorized to be developed in phases as depicted on Exhibit "A" and as described in Condition No. 79 and the Environmental Impact Report ("EIR"), except as modified herein.
18. Except as otherwise expressly stated to the contrary herein or except as otherwise required by said department, permittee shall comply with all County of Los Angeles Fire Department ("Fire Department") requirements specified in its attached letter dated January 21, 2005, which includes but is not necessarily limited to the following:
 - a. The Permittee shall pay the Fire Department Development Fee in effect at the time any building permit is issued.
 - b. The development will necessitate multiple ingress/egress access for emergency response issues. The development must comply with all applicable code and ordinance requirements for construction, access, water mains, fire flows, and fire hydrants.
 - c. The 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. Specific fire and life safety requirements for the construction phase will be addressed at the building fire plan check. There may be additional fire and life safety requirements during this time.
 - d. Every building constructed shall be accessible to Fire Department apparatus by way of access roadways, with an all-weather surface of not less than the prescribed width. The roadway shall be extended to within 150 feet of all portions of the exterior walls when measured by an unobstructed route around the exterior of the building.
 - e. 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, six inches.
 - f. The maximum allowable grade of any road shall not exceed 15 percent except where the topography makes it impractical to keep within such grade; in such cases, an absolute maximum of 20 percent will be allowed for up to 150 feet in distance. The average maximum allowed grade including topographical difficulties shall be no more than 17 percent. Grade breaks shall not exceed 10 feet.

- g. The development requires fire flows of 3,750 gallons per minute at 20 pounds per square inch residual pressure for a three-hour duration. Fire flows are based on the size of building, their relationship to other structures, property lines, and types of construction used. Fire hydrant spacing shall be 300 feet and shall meet the following:
- i. No portion of lot frontage shall be more than 200 feet via vehicular access from a public fire hydrant;
 - ii. No portion of a building shall exceed 400 feet via vehicular access from a properly spaced fire hydrant; and
 - iii. Additional hydrants will be required if hydrant spacing exceeds specified distances.
- h. 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. 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.
- i. Any access way less than 34 feet in width shall be labeled "Fire Lane" on the final building plan;
 - ii. The entrance to the street/driveway and intermittent spacing distances of 150 feet shall be posted with Fire Department approved signs stating "NO PARKING - FIRE LANE" in three-inch high letters. Driveway labeling is necessary to ensure access for Fire Department use;
 - iii. All access devices and gates shall meet the following requirements;
 - iv. Any single-gated opening used for ingress and egress shall be a minimum of 26 feet in width, clear-to-sky;
 - v. Any divided gate opening (when each gate is used for a single direction of travel - i.e., ingress or egress) shall be a minimum width of 20 feet clear-to-sky;

- vi. Gates and/or control devices shall be positioned a minimum of 50 feet from a public right-of-way and shall be provided with a turnaround having a minimum of 32 feet of turning radius. If an intercom system is used, the 50 feet shall be measured from the right-of-way to the intercom control device;
 - vii. All limited access devices shall be of a type approved by the Fire Department; and
 - viii. Gate plans shall be submitted to the Fire Department prior to installation. These plans shall show all locations, widths, and details of the proposed gates.
 - i. 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.
 - j. The development of the property must comply with all VHFHSZ code and ordinance requirements for fuel modification.
 - k. A fuel modification plan, a landscape plan, and an irrigation plan shall be developed and approved prior to construction. Said plans shall be reviewed and approved by the Fire Department, Forestry Division.
19. The permittee shall secure any necessary permits from all applicable agencies including, but not limited to, the South Coast Air Quality Management District, California Department of Fish and Game, United States Department of the Army, Corps of Engineers, Regional Water Quality Control Board, Caltrans, and the City of Agoura Hills ("City"), and shall fully comply with the terms of applicable permits and make payment of all applicable fees to said agencies according to the requirements of the Mitigation Monitoring Program.
20. All structures, walls, and fences open to public view shall remain free of graffiti and other extraneous markings, drawings, or signage. These shall include any of the above that do not provide pertinent information about said premises. In the event such extraneous markings occur, the permittee shall remove or cover said markings, drawings, or signage within 24 hours of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surfaces. The only exceptions shall be seasonal decorations.
21. Within 60 days of the approval date of this grant, the permittee shall submit to the Director of the Department of Regional Planning ("Director") for approval four copies of revised plans, similar to Exhibit "A" as presented at the public hearing.

The Exhibit "A" shall include depiction of the northwesterly location of landscaping designed to screen the developed portion of the campus from off-site views all of which are to be installed as part of Phase 1; depiction of the 100-foot landscaped buffer along Chesebro Road; and, excepting the provision of detailed plan supplements until the time frames indicated in Condition Nos. 22-31, the following: 1) a landscaping table which lists the overall site area, parking lot area, and total landscaped area; 2) sign locations and dimensions, if any proposed; 3) outdoor wall, pole-mounted, or other outdoor lighting; 4) general evacuation alternative routes; and 5) the emergency access road located at Chesebro Road as required by Condition No. 34. The property shall be maintained in substantial conformance with the approved Exhibit "A." In the event that subsequent revised plans are submitted, the permittee shall submit four copies of the proposed plans for approval to the Director. All revised plot plans must be accompanied by the written authorization of the property owner.

22. Prior to the issuance of grading permits, and as described in Condition No. 70, the permittee shall submit to, and have reviewed and approved by, the Director four copies of a landscape and architectural site plan, which may be incorporated into the revised Exhibit "A" described in Condition No. 21. To ensure that community input is utilized in order to preserve the equestrian and semi-rural aesthetic of Old Agoura, the permittee shall hold a community open house on the landscape plans and design standards to gather community input prior to submittal to the Director for approval. The school shall include in the submittal package to the Director a complete summary of the suggestions and critiques provided by the community. Further, the Director or his designee and the County biologist shall attend the community open house on the landscape plans and design standards. The landscape plans and design standards shall be made available to the public at least 30 days prior to the community open house. Notice of availability of the plans, copies of the plan, and the time, date, and location of the meeting shall be posted at the local public library and provided directly to the City, the Old Agoura Homeowners Association, and any other parties that specifically request this notice.
23. At least 30 days prior to the community open house described in Condition No. 22, full-size photosimulation renderings and sight-line analyses (including an outdoor lighting plan) must be prepared to illustrate the views of the school site from the rear property line of the homes along Chesebro Road. Notice of availability of the renderings and analyses, copies of these documents, and the time, date, and location of the meeting shall be posted at the local public library and provided directly to the City, the Old Agoura Homeowners Association, and any other parties that specifically request this notice at least 30 days in advance of the meeting.

24. Prior to the issuance of building permits, the permittee shall submit to the Director for approval four copies of sign elevations and dimensions depicting any proposed signs on the subject property. Signs shall be in conformance with section 22.52 Part 10 of the County Code.
25. All landscaping on undisturbed portions of the extended open space zone referenced in Condition No. 61 shall be planted prior to the issuance of a grading permit.
26. The Canwood Street access driveway is authorized to use retaining walls of up to 10 feet in height. The retaining walls shall use techniques such as soil-nail walls to minimize the visibility of the wall. To mitigate off-site views of the access road, the school must plant trees and shrubs native to the area in a naturalistic pattern along both sides of the road. Small manufactured slopes or berms shall be used along the edge of the road as appropriate to further screen and create an uninterrupted view from the roadway. The grading plan shall be designed so all retaining walls are kept on private property (out of public right-of-way).
27. All manufactured or cut slopes are to be re-seeded and re-planted immediately after completion of grading. Plant selection must be of species native to the Santa Monica Mountains and appropriate for the orientation of the slope.
28. The landscape plans submitted shall depict the westerly manufactured slope of the campus and appurtenant areas as well as the limited view corridor from Palo Comado Canyon along the westerly property boundary. Drought-tolerant native plants shall be used on the hillside viewshed westerly of the primary entrance rather than use of obtrusive "green zones." Plantings of shrubs and trees shall use clumping and variable methods rather than symmetrical rows. Landscaping of interior areas of the site shall be different from exterior-facing locations. Native acorns and oak trees shall be used on north-facing slopes. The landscape plan shall be prepared by a landscape architect or other qualified professional knowledgeable in the use of oak trees and other native species.
29. Additional building-specific visual screening of the development of each additional proposed project phase shall be installed prior to or at the same time as the completion of each particular phase. For the life of this grant the permittee shall maintain all landscaping in a neat, clean, and healthful condition, including proper pruning, weeding, removal of litter, fertilizing, and replacement of plants when necessary. Watering facilities, using reclaimed water where available, shall consist of a permanent water-efficient irrigation system, such as "bubblers" or drip irrigation, for irrigation of all landscaped areas except where there is turf, other ground cover, or native vegetation. Turf areas shall be planted with varieties that require the least amount of irrigation as confirmed by the County biologist.

30. The use of anti-coagulant rodenticides anywhere on the school site is prohibited.
31. Prior to the issuance of grading permits, the permittee shall submit to the Director for approval four copies of an outdoor lighting plan depicting any proposed wall-mounted, pole-mounted, or other outdoor lighting on the subject property. Lighting shall be in conformance with these conditions and standards indicated in the Mitigation Monitoring Program. As part of the lighting scheme, the permittee must install one light, equipped with an appropriate glare shield, at the school driveway on Canwood Street to ensure adequate roadway illumination as determined by the Director of Public Works.
32. Prior to any certificate of occupancy being issued, the school must incorporate the use of motion sensors or other devices or techniques acceptable to the Director to prevent light pollution stemming from indoor light left on at night for the involved structure or structures.
33. Prior to the issuance of building permits, the permittee shall submit to the Director for approval four copies of an emergency evacuation plan that was reviewed and approved by the Fire Department and Sheriff's Department, including the Lost Hills Sheriff's Station, following consultation with the City. Parents and guardians, as a condition of both enrolling and continuing to enroll their children in the School, must agree to comply, and actually comply, with all emergency procedures and emergency orders issued by the Fire and Sheriff's Departments. The Emergency Response Plan ("ERP") shall be approved by the Fire and Sheriff's Departments prior to the school's opening each school year. In addition, the plan shall, at minimum, fulfill the requirements of the preliminary emergency checklist that follows:
 - a. The school shall establish a fire safety committee, chaired by a member of the administration to review and implement the ERP.
 - b. The school shall establish emergency protocols to follow if fire danger rating is extreme or during any Red Flag Warning.
 - c. The Committee shall be responsible for maintaining all emergency supplies and equipment in a state of readiness.
 - d. The ERP shall designate the assignments and responsibilities for all school personnel during an emergency. All assignments will have back-up responders in case the primary person(s) responsible are unable or unavailable to perform the task.
 - e. The ERP must be reviewed annually by County and City prior to fire season and at least 90 days prior to the first day of school each year and shall be additionally updated as needed or ordered by the Sheriff or Fire

Department. Phone numbers shall be tested and the names of members of the on-site initial school emergency response team ("SERT"), and the contact information for school personnel, students/parents, and emergency response agencies must be up to date.

- f. The ERP shall include at least the following items:
- i. Emergency System Drills to ensure that parents, students, and employees are informed of ERP procedures, including reuniting students and guardians following an emergency;
 - ii. Permittee shall install an emergency generator adequate to operate key emergency facilities. The generator shall be diesel or LPG powered, shall meet appropriate National Fire Protection Association Standards, and shall be tested on a regular basis including actual load tests;
 - iii. Emergency Supplies: the permittee shall keep essential supplies for emergency events on site. This must include, but is not limited to, checklists, site maps, floor plans, student lists, communication equipment, battery-operated laptops, medical supplies, batteries, flashlights, work gloves, helmets, fire extinguishers, first-aid kits, basic tools, tape, markers, and a short-term supply of water and food;
 - iv. Agency Interface: The permittee shall keep up to date specific contact information for agencies that will provide emergency response service. A telephone call to 911 will be made without delay for any confirmed emergency. Procedures and responsibilities and trigger points for calling 911 must be reviewed regularly and the responsibility for such notification must be fixed. The notification triggering criteria in the Plan shall be followed. Responsibility for calling 911 shall be fixed with a designated staff person and back-up personnel shall be designated at all times;
 - v. The permittee shall identify a nearby property as a destination if evacuation of the campus is necessary. Evacuation procedures and routes, including suitable maps, shall be created and included in the ERP. Furthermore, any property/location designated as the evacuation destination that falls within City limits shall first be approved by the City;
 - vi. The permittee shall provide an approved on-site shelter in place to protect the students and staff until a fire passes through or by the site. Except as otherwise ordered by emergency personnel,

guardians shall only retrieve their children after a fire has passed in order to facilitate the movement of area residents and emergency personnel during a fire. Parents and guardians shall acknowledge in writing the shelter-in-place protocols that will be followed as part of the registration process. The permittee shall utilize communication methods referenced below to keep parents informed when the school is in lock-down because of imminent fire danger. A decision flow-chart providing guidance as to whether to evacuate or shelter-in-place shall be included in the ERP;

- vii. As agreed, the permittee shall enter into an agreement with the Fire Department regarding the use of the school in a major wildland fire or other community emergency. The components of the agreement shall include equipment staging areas, emergency personnel parking, a suitable helicopter landing site on the athletic field, Fire Department water supply hook-ups, and allocation of an emergency command center building space;
- viii. The permittee shall provide multiple means of communicating with parents/guardians in order to provide information on the status of the emergency and students. Instructions shall be given as to how parents/guardians can communicate with and/or retrieve their children. Communication protocols during emergencies for the school website, e-mail, text messages, phone-tree, and out of area contacts shall be implemented as part of the ERP. Parents shall have multiple options to receive timeline information regarding the status of the emergency and shall be given reference materials at the beginning of each school year that provide essential information about the ERP and what is expected of the parents during an emergency. At least one parent or guardian for each student shall additionally attend an annual ERP briefing meeting; or
- ix. The ERP shall contain at least the following topics and shall be designed in a user-friendly and checklist format:
 - a. Emergency plan activation flow-chart and instruction on how to activate the plan. This simple flow-chart shall be in the front of the plan for purposes of easy and fast activation of the plan.
 - b. Emergency mobilization and notification lists as well as triggering criteria. This shall include a phone list for key staff, responsibility lists, and contact information for government first responders.

- c. Procedure for notifying on-site occupants (including methods of communication such as bull-horn, PA system, fire alarm), sample messages, and a form to track notification.
- d. Emergency Organization Chart with assignment of day-to-day responsibilities similar to a Fire Department Incident Command System. Redundancy of assigned staff to various functions shall be provided.
- e. Emergency checklists for all postulated emergencies.
- f. Procedures for search and rescue.
- g. Shelter-in-Place procedures and decision flow-chart for wildland fires.
- h. Evacuation procedures including a sample evacuation route map with Safer Assembly locations identified.
- i. Procedures for notification of parents/guardians.
- j. Site maps showing shelter-in-place building, heli-spot, and staging area. This map shall be included with the plan and shall also be issued to the closest fire station.
- k. The school shall have procedures to ensure buildings are cleared and injured persons are found so that medical resources can go directly where they are needed.
- l. All school employees shall be trained on the ERP when first hired and then annually thereafter. At least one parent of each student shall attend a separate annual briefing and overview of the plan annually.
- m. An annual emergency response drill shall be conducted. The purpose of the drill is to activate the Plan and walk through simulated emergency scenarios: one necessitating shelter in place and one where evacuation is selected. The local fire station crews and battalion chiefs shall be invited to attend.
- n. The recovery phase of an emergency shall include debriefing of all staff so that performance and adequacy of the ERP and procedures can be evaluated and improvements made if necessary. All emergency systems, equipment, and

supplies, water system, staging areas, roads, heli-spot, etc., shall be restored and readied for use in another emergency. Any lessons learned and needs for improvement shall be implemented. A meeting shall also be held with local firecrews who responded to identify any needs for improvement in the plan, procedures, equipment, or systems. Any damage to structures shall be repaired as needed and restored to the condition prior to the emergency.

- o. The ERP shall be designed to comply with applicable guidelines of the State Office of Emergency Services, the County Office of Emergency Management, the Fire Department, and the Federal Emergency Management Agency.
 - p. The permittee's emergency evacuation and response plan shall include a plan for how the school will respond to a hazardous materials incident on the U.S 101 Freeway ("101 Freeway").
 - q. The permittee's emergency evacuation and response plan shall include contract(s) or Memorandum of Understanding(s) ("MOU") with bus agencies sufficient to help evacuate students and faculty during a disaster, as may be ordered by the Fire or Sheriff's Department. The contract(s) or MOU(s) must include provisions acceptable to the Fire and Sheriff's Departments, such as the procurement of multiple contracts or MOUs with multiple bus agencies that ensure sufficient busses will arrive during an emergency.
34. As agreed, the permittee shall provide an emergency access route through the site from Chesebro Road north of the school's emergency access driveway.
35. The permittee shall hold a minimum of one meeting per month during school construction and for the first year following the issuance of the first certificate of occupancy with representatives of the Old Agoura Homeowners Association, the City, local trustee agencies, and Department staff in order to address any concerns about the school's operation or compliance with permit conditions and updates on upcoming special events. Following this period, the frequency of the meetings may be reduced to a minimum of two meetings per year.
36. For the primary site access route, the school may either use the single "three-phase" traffic signal or the ultimate Caltrans-approved improvement located at the five-way intersection of Canwood Street and Palo Comado Road and the 101

Freeway westbound off ramp. Approval is needed from Caltrans, in consultation with the City, prior to issuance of any grading permits. Said intersection mitigation measures and access shall be completed prior to issuance of any certificate of occupancy.

37. *Intentionally left blank.*
38. All private driveways and parking lots shall be constructed with permeable or semi-permeable surfaces if deemed feasible by the Director of Public Works and the Fire Department.
39. Except as stated in Condition No. 65, the emergency access located at Chesebro Road as depicted on approved Exhibit "A" shall be used only for said purpose and shall not ever be used for daily operations, student access, or any general circulation purpose. The emergency access shall be gated along Chesebro Road and at the campus boundary. The permittee voluntarily offers to provide an alternate evacuation route through this access to the freeway, or its "shelter in place" facilities if necessary, for residents of north Chesebro Canyon in the event of a natural disaster causing impassable access to Chesebro Road south of the emergency access.
40. The permittee shall provide the County a carpooling and monitoring plan at least 30 days prior to each school year that contains the following elements:

Heschel School Carpooling and Monitoring Plan

- A. **Method.** For purposes of these conditions, "school year" shall mean September 1 through June 30. The County shall conduct automated (i.e., with tubes or wires) traffic counts in accordance with generally accepted traffic counting procedures at the campus entrance on three consecutive days during weeks void of national or school holidays or scheduled student trips. An annual school calendar must be submitted to the County indicating holidays and special events. The County shall select the count days. The reported count shall be the average of the three-day count. No advance notice of any count will be given to the permittee. For comparison to the a.m. Baseline (defined below), future counts shall be the average total vehicle trip count over three consecutive days (Tuesday through Thursday).
- B. **Morning Counts.** The County shall conduct its first of the monthly "Tier 1" morning traffic counts at the beginning of each new school semester (or quarter, as applicable) within two weeks of the beginning of the semester on three consecutive days during weeks void of national or school holidays or scheduled student trips. The a.m. peak hour vehicle trip counts shall be conducted during the hours of 7:00 a.m. to 9:00 a.m. with

the "peak hour" traffic volume for each day identified as the one-hour period (four consecutive 15-minute periods) within the count hours of 7:00 a.m. to 9:00 a.m. and having the highest traffic volume. The official semester (or quarter, as applicable) traffic count used for comparison to the a.m. Baseline (defined below) shall be the average of the three daily morning peak hour maximum values.

- C. Morning Peak Baseline. An average morning peak hour "inbound" trip limit, or "Baseline," shall be specified based on the student enrollment established at the beginning of each school semester (or quarter, as applicable) using the school-specific trip generation rates identified and approved in the project's traffic study (February 2005).
- D. Count Results. A copy of all traffic counts and monitoring reports shall be delivered by the County to the school and the City.
- E. Goal of Carpooling Plan. The school shall coordinate a carpooling plan with a target effectiveness of at least 25 percent of the Morning Peak Baseline which is dependent on student enrollment in any given school year. The purpose of the TDM/Carpool Program shall be to ensure that traffic resulting from the school does not exceed the trip rate used in the project's traffic study.
- F. Cost. The reporting review fee and cost of counts are the sole responsibility of the school.
- G. Fines and Penalties. The Tier One Count monitoring records will be analyzed and compared to the a.m. Baseline. The monthly evaluation including all original monitoring records of that month shall be sent to the school and to the City no later than 10 working days after the traffic count is performed. If a Tier One Count exceeds the maximum allowable peak-hour or daily vehicle trips, a follow-up traffic count (i.e., Tier Two Count) shall be performed within 15 days of the school's receipt of the Tier One Count, to verify the violations. If a Tier Two Count reveals non-compliance with the maximum allowable peak-hour or daily vehicle trips, the school will be subject to a fine of \$100 for each vehicle trip that exceeds a maximum allowable peak-hour or daily trip limit. The school will continue to be subject to semi-monthly Tier Two Counts and applicable fines unless and until the school demonstrates compliance with the maximum allowable peak-hour or daily vehicle trips. At the end of any fall semester where there have been four or more confirmed Tier One Count violations or two or more confirmed Tier Two Count violations, the maximum permitted student enrollment will be reduced for the following school year according to the following formula: the number by which student enrollment is to be reduced = (the average number of one-way,

daily trips exceeding the number of allowed daily trips) ×
2.5 students/vehicle (which is the average number of students per
vehicle).

41. Within 30 days of the first day of school each academic year, the permittee shall establish a schedule of morning drop-off and afternoon pick-up hours and hours of operation for the school. Permittee shall obtain a schedule of drop-off and pick-up hours from Agoura High School, and that schedule shall be used for coordinating the staggering of morning drop-off and afternoon pick-up hours and hours of operation with those of Agoura High School. The schedule for Agoura High School and the permittee's schedule shall be made available to zoning enforcement inspectors upon request. All drop-off and pick-up locations shall be on-site. In no event shall drop-offs and pick-ups be allowed within the City of Agoura Hills public right-of-way. The physical location of drop-off and pick-up locations, the school's operations, and the rules that parents and guardians must follow as a condition of enrolling their children in the school, shall ensure that cars do not park, queue or otherwise wait for students off-site.
42. The total number of students enrolled in the school shall not exceed 750 students (Pre - K-8). School uses for grades 9-12 are not permitted by this grant.
43. All students attending the school shall remain on campus during school hours, with the exception of students who arrive and depart the campus with a responsible person authorized by the school.
44. The permittee shall maintain onsite automobile parking spaces as shown on Exhibit "A." At build out, when all six phases of the campus have been constructed, or when school enrollment reaches 600 students, whichever occurs first, the permittee shall maintain a total of 400 parking spaces consisting of a minimum of 223 regular automobile parking spaces and 177 temporary (unmarked) spaces. The 223 regular spaces shall include seven handicapped accessible parking spaces, of which one is to be van accessible. The 177 temporary (unmarked) spaces shall be comprised of no more than 112 parking spaces located on the athletic field and no more than 65 parking spaces located along the internal driveway. Interim phases with differing parking layouts shall require a Revised Exhibit "A" that meets the requirements of that phase and all preceding phases. The Exhibit "A" for any interim phase and for the build-out of the school shall depict all regular and temporary on-site parking spaces.
45. During school operating hours, all required parking shall be kept accessible for students, staff, guests authorized by the school, and for vehicles related to operation of the school. The required parking spaces shall be continuously available for vehicular parking only and shall not be used for storage, vehicle

repair, or any other unauthorized uses. Required parking spaces shall be used for functional vehicles only.

46. Minimum parking requirements shall be determined by the occupant load of the auditorium or multi-purpose building with the largest occupancy capacity as calculated and determined by the County Engineer. If after inspections and/or complaints, the Director determines that the number of parking spaces provided on-site is insufficient to accommodate the actual number of vehicles visiting the site, the occupant load of the largest occupancy structure shall be reduced to a level consistent with the number of parking spaces provided. Parking for Phase 1 shall include a minimum of 120 regular on-site parking spaces.
47. The school is authorized to hold 24 after-school/evening events per year. After-school/evening events shall be defined as those events and activities occurring outside of regular school hours (approximately 7:30 a.m. - 4:00 p.m.), with attendance exceeding 150 persons. Student participants in regularly scheduled inter-scholastic sporting events (or after-school practices by the permittee's athletic teams) occurring on school days shall not be counted toward the 150-person threshold constituting an after-school/evening event. Said events shall not exceed either the total enrollment of the school or the parking demand calculated under the parking demand ratios contained in this condition for the total number of regular on-site parking spaces depicted on the current Exhibit "A," whichever is less. After-school/evening events typically include, but are not limited to: PTA meetings, school plays, adult education courses, lectures, school board meetings, Jewish holiday workshops, holiday boutiques, book festivals, alumni events, model Seders, back-to-school nights, and culmination ceremonies. On any given day, multiple, smaller events which overlap in time and which together exceed 150 persons shall together be considered one after-school/evening event.

For the purposes of calculating expected parking demand for an event or activity, a vehicle occupancy ratio of 3.25 persons per vehicle shall be used for events involving parents and students and a ratio of 1.5 shall be used for all other events and activities. Upon written notice to the permittee, the Director may adjust these vehicle occupancy ratio assumptions and/or define additional vehicle occupancy ratio categories, if experience dictates that revised vehicle occupancy ratios are appropriate. The permittee shall notify the Director at least one week prior to the after-school/evening event and the permittee shall log total actual after-school/evening event attendance and the total number of vehicles parked onsite for said event. The log shall be made available upon request by Department staff in order to record the number of events held and ensure that all parking and attendance requirements are met.

The after-school/evening events shall comply with all of the following requirements:

- a. Any additional law enforcement costs necessary for the event shall be borne by the permittee.
 - b. A prohibition against posting of signs or other advertising devices on public rights-of-way, unless approved by the City.
 - c. The payment of a refundable deposit of \$1,000 to the City to ensure clean-up of City rights-of-way and any necessary City enforcement.
 - d. A limitation on amplified noise to 55 dB(A), as measured at the City's boundary.
 - e. No portion of any event shall take place after 10:00 p.m. or prior to 7:00 a.m.
 - f. A prohibition on searchlights and captive balloons or other advertising that exceeds a height of 35 feet.
 - g. A requirement to pay a refundable deposit of \$1,000, annually to the City to ensure clean-up of City rights-of-way and any necessary City enforcement. Said deposit shall cover both after-school/evening events and the four major events. If the actual cost of any clean-up exceeds the \$1,000 deposit, the excess amount shall be reimbursed to the City immediately following written notice from the City.
 - h. As stated in Condition 51, third-party commercial events, including but not limited to, used car sales, spa sales, circuses, concerts, or other events involving commercial displays and sales shall be prohibited. All third-party events not directly related to K-8 school activities or functions, regardless of the number of attendees, shall count toward the 24 after-school and evening events. Alternatively, if the event meets any of the criteria for a major event, that event shall constitute one of the four major events allowed each year.
48. The school is authorized to hold four major events per year in addition to the 24 after school and evening events permitted by Condition No. 47. Major events shall be defined as those events and activities occurring outside of regular school hours, with attendance exceeding the current school enrollment or with a calculated parking demand exceeding the number of regular onsite parking spaces depicted on the current Exhibit "A." In no case shall major events exceed 1,500 persons. Major events typically include, but are not limited to, graduation ceremonies and religious holiday gatherings such as Hanukkah, Sukkoth, and Purim.

- a. Major events shall be scheduled during non-peak traffic periods.
- b. The permittee shall prominently advertise in the primary local Agoura Hills newspaper and notify the Old Agoura Home Owners Association, the 12 homes adjacent to the school on Chesebro Road, the National Park Service, and the City for each of the four proposed major events per year at least two weeks prior to the event.
- c. Expected parking demand shall be calculated and subject to revision as indicated in Condition No. 47.
- d. A temporary use permit ("TUP") shall be required for each of the four major events. The TUP shall be filed with the Director and reviewed using the conditions set forth below. The TUP shall include provisions for additional off-site parking (if needed) and circulation management and monitoring acceptable to the Director and the Fire Department in consultation with the City regarding potential impacts to the City, prior to issuance of the TUP. The TUP shall contain at least the following conditions:
 - i. A requirement to submit a parking management and access plan, including signage and traffic control, to the City for review and comment at least four weeks in advance of the event. Any parking plan that involves the use of parking on streets or any private property within the City shall be subject to the prior approval of the City. Any access plan that involves the full or partial closure of any intersection within the City shall be subject to the prior approval of the City.
 - ii. A requirement that any additional law enforcement costs necessary for the event shall be borne by the permittee.
 - iii. A prohibition against posting of signs or other advertising devices on public rights-of-way, unless approved by the City.
 - iv. A requirement to pay a refundable deposit of \$1,000 annually to the City to ensure clean-up of City rights-of-way and any necessary City enforcement. Said deposit shall cover both after-school/evening events and the four major events. If the actual cost of any clean-up exceeds the \$1,000 deposit, the excess amount shall be reimbursed to the City immediately following written notice from the City. In the event that all or a portion of the deposit is used, upon notice by the City, the permittee shall immediately deposit additional funds sufficient to bring the balance up to \$1,000.

- v. A limitation on amplified noise to 55 dB(A), as measured at the City's boundary.
 - vi. No portion of any event shall take place after 10:00 p.m. or prior to 7:00 a.m.
 - vii. A prohibition on searchlights and captive balloons or other advertising that exceeds a height of 35 feet.
 - viii. As stated in Condition 51, third-party commercial events, including but not limited to, used car sales, spa sales, circuses, concerts, or other events involving commercial displays and sales shall be prohibited. All third-party events not directly related to K-8 school activities or functions, regardless of the number of attendees, shall count toward the 24 after-school and evening events. Alternatively, if the event meets any of the criteria for a major event, that event shall constitute one of the four major events allowed each year.
49. All regular parking spaces (not including the temporary (unmarked) spaces as shown on the current Exhibit "A"), shall comply with the specifications of section 22.52.1060 of the County Code.

50. **TABLE 1: Summary of TUP requirement for Condition Nos. 45-49.**

Use	Defined	Parking Demand	TUP	Special Requirements
After-school/evening events	Outside of school hours; Attendance exceeding 150, but not exceeding either the current school enrollment or the parking demand calculated for the total number of regular on-site parking spaces, whichever is less	≤ regular on-site parking spaces depicted on current Exhibit "A"	No	None
Major events	Outside of school hours; attendance exceeding current enrollment or calculated parking requirements exceeding the number of regular on-site parking spaces; attendance not to exceed 1,500 people	≥ regular on-site parking spaces depicted on current Exhibit "A"	Yes	Notice and Consultation with City

51. Third-party commercial events, including but not limited to, used car sales, spa sales, circuses, concerts, or other events involving commercial displays and sales shall be prohibited. All third-party events not directly related to K-8 school activities or functions, regardless of the number of attendees, shall count toward the 24 after-school and evening events. Alternatively, if the event meets any of the criteria for a major event, that event shall constitute one of the four major events allowed each year. In addition, third-party private parties or ceremonies shall be prohibited, but this condition shall not be construed to prohibit civic,

charitable or cultural events as eligible for inclusion within the permitted 24 after school/evening events or 4 major events.

52. Outdoor interscholastic athletic events are prohibited after dark at the school facility.
53. Wherever possible, potentially disruptive noises, including but not limited to, loudspeakers, school bells, chimes, buzzers, and other sound amplifying devices shall be prohibited. Any amplified sound device that is used, must not exceed 55 dB(A) as measured at the school's property line. The permittee shall additionally comply with the following Noise Attenuation Measures:
 - a. No amplified noise shall be generated before 8:00 a.m. or after 8:00 p.m. In addition, except for emergencies, school-related bells, chimes, or other similar devices shall not be sounded after school hours (approximately 4:30 pm) on school days.
 - b. School bells shall use chime-type tones similar to church bells or a clock tower rather than buzzer-type tones.
 - c. School bells shall not be sounded on Saturdays, Sundays, holidays, or other school holidays when school is not in session. Except for emergencies, school bells shall also be prohibited after regular school hours on school days.
 - d. School bell speakers shall be directed eastward and southward to the extent possible to avoid directing noise toward existing communities.
 - e. Emergency signals shall be set at the lowest dB(A) possible while maintaining compliance with safety guidelines as recommended by the Sheriff and Fire Departments.
 - f. Post signage and enforce a 25 mph maximum speed limit along the school's internal roadways with further reduced speeds in parking lot areas.
 - g. Locate open-air common areas central to building structures.
 - h. Site athletic fields at the eastern edge of the developed area.
 - i. Outdoor athletic events and use of outdoor recreational facilities shall be prohibited after dark and outdoor field lighting shall not be installed.
54. Amplified sound devices and all stationary and point noise sources are subject to noise standards and conditions stated in the Mitigation Monitoring Program.

55. The permittee shall comply with all applicable noise guidelines and standards of (1) the County of Los Angeles Noise Element of the General Plan; (2) the County of Los Angeles Noise Ordinance; and (3) the State of California, Department of Health Services, Environmental Health Division Guidelines for Noise and Land Use Compatibility.
56. Permittee shall not trim, remove, or destroy any oak tree nor disturb the protected zone of any oak tree without first obtaining an Oak Tree Permit from the Department or the City depending on applicable jurisdiction.
57. Permittee shall limit night lighting to the minimum necessary for security and safe on-site access. All exterior lighting shall be shielded and directed away from neighboring residences to prevent direct illumination and glare. Surface parking nearest the homes along Chesebro Road, including the pre-school parking and fire turn around area, shall be landscaped, including an opaque wall no more than 42 inches in height, to shield headlights from illumination or glare toward said homes. All lighting fixtures visible to the general public should be consistent with the overall architectural style of the project with respect to design, materials, and color. Motion sensor devices shall be installed on all security lighting. The permittee shall implement a light curfew between the hours of 10:00 p.m. and 6:00 a.m. where only the minimal lighting necessary to maintain security of structures is allowed according to the standards indicated in the MMP. No lighting of monument signage, parking lots, or driveways shall occur during the curfew period. Athletic field lighting is prohibited.
58. Permittee shall provide the Department with a valid state license to operate the school facility or proof of exemption from such.
59. Permittee shall make available to members of the public upon request and shall provide the Department with a copy of the accreditation documentation when such accreditation is obtained, and the school shall continue to be accredited and offer instruction required to be taught in the public schools by the Education Code of the State of California. This grant does not extend to trade or commercial schools.
60. Permittee shall depict on the Exhibit "A" the permittee's voluntary offer to convey a deed-restricted conservation easement and wildlife corridor or other permanent conveyance to an appropriate conservation agency as depicted on Exhibit "A." The permittee shall submit proof of recordation to the Department upon completion of the voluntary conservation easement and wildlife corridor offering prior to issuance of grading permit.
61. The buffer area along the school's western property line depicted on the Exhibit "A" as a 100-foot wide strip is to be preserved as open space in order to

enhance the sound and visual barrier between the Old Agoura community and the school's campus. As voluntarily agreed, the permittee shall record an easement, in favor of the County of Los Angeles, for the life of the permit, providing for the 100-foot buffer between the rear property lines of home sites lining Chesebro Road and any of the school development prior to issuance of a grading permit. Such easement shall not be construed to restrict access to the site, except as described within this condition nor shall it be construed to make the subject land available for public use(s). The buffer area is to be augmented with an open space designation on the approved site plan that extends to the western edge of the school's permitted development running continuously from the Canwood Street entrance to the secondary access at Chesebro Road. This extended open space zone shall not be used for any active recreation or other school functions, except for necessary maintenance, and shall be landscaped so as to appear as a native grassland or savannah with scattered trees appropriate to the site's topography, orientation, and fuel modification requirements. Its eastern boundary shall be marked by a split-rail fence that is appropriate to the equestrian aesthetic of the community along with a landscaped slope and/or a solid wall faced with locally occurring natural materials. Building of structures shall be expressly prohibited anywhere within the open space area northwest, west, and southwest of the building footprint as depicted on approved Exhibit "A" for the life of this permit.

62. As voluntarily agreed, the permittee shall dedicate the land area northwest of Chesebro Road along Chesebro Creek as depicted on the Exhibit "A," by recording a deed-restricted land dedication instrument joining the parcel to adjacent National Park Service land, in favor of the National Park Service, prior to issuance of a grading permit.
63. Perimeter and open space area fencing is prohibited by this grant with the exception of decorative split-rail type fencing along Chesebro Road, subject to the approval of the Director, security gates along interior roadways, those fences and walls that are explicitly required by this permit, and retaining walls and decorative parking lot walls 42 inches in height as depicted on the approved Exhibit "A." Any other retaining walls or limited fencing proposed in the future, no more than 42 inches in height within five feet of a public roadway line or six feet in height five feet or more from a public roadway line, and within the graded pad area of the school campus, shall require approval of a Revised Exhibit "A" by the Director. Pursuant to section 22.48.180 of the County Code, modification to yard regulations may be authorized by the Director or the County Engineer without notice or hearing.
64. Prior to the construction of the primary access driveway, construction traffic required to construct the said driveway shall temporarily utilize Chesebro Road to access the site at or in very close proximity to the proposed emergency access location.

65. The permittee shall inform the City and the Old Agoura Homeowners Association of the timing and extent of construction traffic unavoidably required on Chesebro Road, at least two weeks in advance of the activity. Construction traffic shall be prohibited on all other residential roads, unless approved by the City. Construction traffic shall utilize the primary site access driveway off Canwood Street as soon as the primary route is improved and shall cease using Chesebro Road. The primary site access driveway shall be completed within one year of the date of grading permit issuance. However, this one year time-frame may be reasonably extended, by the Director following notice to the City, in the event of unforeseen and unavoidable construction delays due to inclement weather, natural disasters, litigation, or other occurrences beyond the control of the permittee.
66. The permittee shall maintain the property in a neat and orderly fashion and maintain free of litter all areas on the premises under which the permittee has control.
67. All sound-producing and view-impacting outdoor equipment such as air-conditioners and other roof or ground-mounted operating equipment shall be screened to minimize noise and viewshed impacts to adjacent properties. Coloring shall blend with the surrounding facilities.
68. Outside display and storage of material on the property is prohibited.
69. Permittee shall not store or use hazardous materials on the subject property other than those commonly used and found in households or schools.
70. The design of all school buildings shall comply with the design and architectural depictions found in the EIR and provided in response to the Board of Supervisors motion of January 23, 2007. These design and landscape depictions were presented to the Board of Supervisors on November 27, 2007, and are attached hereto. The school shall comply with the following standards, which are designed to preserve the semi-rural character and existing architectural aesthetic of Old Agoura. Upon approval by the Director, these standards shall be incorporated into a detailed Landscape Plan and site plan for the project.
 - a. Design Standards
 - i. Use architectural elements such as dormers, fenestration, and human-scale windows, and techniques such as a mix of colors and materials that create buildings of a neighborhood, rather than an institutional scale;

- ii. Make extensive use of façade articulation to create the impression of a number of smaller buildings. Avoid blank expanses of building frontage of more than 50 feet;
- iii. For taller buildings, use techniques and elements that break up building facades horizontally, such as the use of canopies, balconies, second story walkways, and material variation to create the impression of lower-scale buildings;
- iv. Use decorative elements of a residential character such as balconies, porches, dormers, generous roof overhangs, window framing, sills, and shutters;
- v. Materials shall be consistent with those used in nearby residential developments. Where possible, use natural materials. Wood, rock, stone, and brick are preferred to stucco or plaster;
- vi. Use natural earth tone colors for painted surfaces, roofs, and hardscape. Limit the use of bright colors or reflective surfaces;
- vii. Carefully select materials and colors that blend with the natural topography and vegetation surrounding the development and that enhance the rustic and country atmosphere of Old Agoura;
- viii. Roofs shall have an uneven textured look and use cement tiles;
- ix. Use decorative elements such as wood archways, trellises, and railings that enhance the rugged, natural feel of the development;
- x. Where possible, use split-rail fencing to create a rural atmosphere and enhance the residential/equestrian character of the development;
- xi. Signage shall be of a human-scale and blend with the architecture of the school. Large or bright signage shall be avoided, except when it would negatively affect safety or way-finding;
- xii. Where it is used, outdoor lighting shall be in character with residential street lighting and shall be directed downward, toward school structures, and away from adjacent development or open space. Lighting wattage shall be the minimum necessary for public safety; and
- xiii. Rustic walls, no more than 42 inches in height or earthen berms shall be constructed as needed along the developed portions of the

property to shield adjacent development from headlight traffic along the school accessway.

b. Landscape Standards

- i. A landscape plan shall be prepared by a registered landscape architect and incorporated into an Exhibit "A" to be approved by the Director and the Department of Fish and Game;
- ii. The landscape plan shall include an approved list of indigenous (local to the Santa Monica Mountains region) plants and trees to be used throughout the project. This list will include an array of drought-tolerant plants;
- iii. The landscape plan shall set forth the size, type, and location of all plants and trees, including the temporary landscaping required by Condition 75 c.iv.. Fire safety shall be an utmost consideration in the selection of plant type and location;
- iv. Consistent with Condition No. 61, a westerly manufactured slope and buffer area shall be created and landscaped as part of the first phase of development and maintained as a landscaped screen to mitigate off-site views from Palo Comado Canyon Road;
- v. No two-story buildings shall be constructed within 300 feet of the property line of homes along Chesebro Road;
- vi. A minimum of five percent of the parking lot shall be landscaped;
- vii. The landscape plan shall set forth the size, type, and location of all watering facilities to be used in maintenance of the project's landscaping. Water-efficient irrigation systems such as "bubblers" or drip-irrigation shall be used to the maximum extent feasible;
- viii. The use of naturalistic clustering rather than planting in symmetrical rows or patterns shall be used;
- ix. Hardscape surfaces should use a mix of varied, natural-looking materials such as gravel, clay, stone, tile, brick, or treated wood. Plain stretches of concrete are discouraged and shall be minimized. If and where concrete is used, it shall be tinted or stained to a natural color, use manufactured pavers, or break-up larger slabs of concrete with the use of an alternative material or stamped pattern; and

- x. White or natural wood fencing shall be used with stakes and posts at generous intervals such that at least half of the fence length is open. Chain-link fencing shall be prohibited except for temporary purposes such as construction safety or habitat protection.
-
- 71. Upon obtaining a certificate of occupancy for buildings constructed in Phase IV (Phase IV as defined in the certified EIR and described in Condition No. 79) of permanent campus construction, the permittee shall remove all remaining modular structures from the campus. Mobile and impermanent modular structures shall be prohibited on the campus after completion of Phase IV. Only permanently constructed buildings are permitted after completion of Phase IV.
 - 72. In the event that the operation of any part of this facility should result in violations to these conditions or create other nuisances not covered by these conditions, the Department may modify the above described conditions, if, after a duly noticed public hearing, such modification is deemed appropriate in order to eliminate or reduce said nuisances.
 - 73. Permittee shall maintain a current contact name, address, and phone number with the Department at all times.
 - 74. No on-site residential units are permitted by this grant, with the exception of one on-site caretaker's residence located within the developable area of the school campus.
 - 75. The construction of the proposed use shall be further subject to all of the following conditions:
 - a. The Fire Department shall be consulted to determine what, if any, work may occur on any day that is designated a Red Flag Warning by the Fire Department;
 - b. Project construction activity shall be limited to those hours between 7:00 a.m. and 6:00 p.m. Monday through Friday and 8:00 a.m. and 5:00 p.m. Saturday. Any construction activity that occurs on Saturday shall not include the delivery or removal via Chesebro Road of heavy equipment or construction materials. Construction activity on Saturdays shall not include tractors or other earthmoving equipment or any other activities which exceed 60dB(A) as measured at the property line. No construction shall take place on Sundays or holidays. All stationary construction noise sources shall be sheltered or enclosed to minimize adverse effects on nearby offices, residences, and neighborhoods. Generators and pneumatic compressors shall be noise protected in a manner that will minimize noise inconvenience to adjacent residences. Parking of construction worker vehicles shall be on-site and restricted to

areas that do not adversely affect residences located adjacent to the subject property. During construction, the permittee and its contractor shall comply with sections 12.12.010 - 12.12.100 of the Los Angeles County Code regarding building construction noise.

- c. Additional grading requirements are as follows:
- i. The grading plans shall be made available to the public and delivered to the City and the Old Agoura Homeowners Association at least 30 days prior to approval. Notice of availability of the plans shall be posted at the local public library and provided to any other parties that specifically request this notice;
 - ii. All topsoil graded shall be stockpiled and placed on the finished grade;
 - iii. All manufactured or cut slopes on the property must use landform grading techniques so as to create slopes that are compatible with the natural topography wherein the top and toe of slopes are rounded and blend naturally with the existing landforms;
 - iv. In order to prevent graded areas from being left in a denuded state for prolonged periods of time, upon completion of grading, all disturbed graded areas that are not associated with an active building permit, construction staging areas, or other authorized improvements shall be reseeded and/or revegetated with plant species native to the Santa Monica Mountains that are appropriate for the orientation of the slope and are in conformance with the approved Landscape Plan. Said reseeded or revegetation shall be completed within 30 days or other period established by the Director. All grading, drainage facilities, and erosion control necessary to complete Phases I and II shall be completed during construction of Phase I; ;
 - v. The Canwood Street driveway shall comply with the modified grading plan depicted in the September 2007 Supplemental Environmental Analysis;
 - vi. All material graded shall be sufficiently watered to prevent excessive amounts of dust during the construction phase. Watering shall occur at least twice daily with complete coverage, preferably in the late morning and after work is done for the day. All clearing, grading, earth-moving, or excavation activities shall cease during periods of high winds (i.e., greater than 20 mph averaged over one hour) to prevent excessive amounts of dust.

Any materials transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.

- vii. In the event that any permit issued for grading work in connection with this project expires, pursuant to Section 106.5.4 of Title 26 of the Los Angeles County Code (Building Code), the permittee shall restore all areas disturbed by the grading work to their original contours and condition, including vegetative cover, in accordance with the Building Code and to the reasonable satisfaction of the Director of Public Works. The permittee shall furnish a bond or other type of security acceptable to the Director of Public Works to guarantee the performance of this obligation. The bond or other type of security shall be submitted prior to and as a condition precedent to the issuance of any permit for grading work in connection with this project.

Should the permittee fail to restore the site as required in this condition, the Director of Public Works may, upon not less than 10 days prior written notice to the permittee, cause to be forfeited to the County the bond or other security submitted by the permittee and shall apply the amounts recovered toward completion of the restoration work.

- d. Limited outdoor storage during construction shall be permitted on the site in compliance with the requirements of Part 7 of section 22.52 of the Los Angeles County Code;
 - e. All temporary signage shall comply with Part 10 of section 22.52 of the Los Angeles County Code; and
 - f. Paved water collection ditches shall be of a color matching surrounding native soil.
 - g. In order to allow concerns about compliance with conditions to be promptly addressed, throughout construction, the permittee shall post in a prominent location that is visible to the public, emergency contact information for the County of Los Angeles Building and Safety Office with jurisdiction over this project as well as contact information for the Department of Regional Planning Zoning Enforcement Unit.
76. In order to fulfill the school's responsibility to pay for its fair-share of the cost of mitigating cumulative traffic improvements and providing enhanced certainty for when off-site traffic improvements will occur, the school must fund and/or construct off-site mitigation measures using a payment plan and improvement construction plan that includes the following provisions:

- a. If the school has mitigated its project-specific impacts through the construction of a three-phase traffic signal prior to the school's opening, the school shall pay an additional 10.6 percent fair-share payment of the total cost of constructing the ultimate Caltrans-approved improvements at the intersection of Palo Comado Canyon Road and the 101 Freeway. Said improvements are intended to cover all aspects of the interchange construction which includes, but is not limited to: the Chesebro bridge, on-ramps and off-ramps, signing, striping, widening, grading, and/or any other improvements identified in the final approved Plans, Specifications and Engineering ("PS & E"). That total amount shall not exceed \$2.5 million and shall be paid in equal amounts directly to the City over a period of 10 years or any other longer period that the City offers to any other developer that is required to pay a fair-share payment toward the same roadway improvements. Receipt of such payments shall be provided to the Director of Public Works. If actual construction of the bridge does not commence within 20 years of the date that this conditional use permit is approved, this percentage of payment shall no longer be binding on the school but the school shall still be subject to any other appropriate mechanism for collecting fair-share payments that is established by the City for properties within its jurisdiction.

- b. Over a period of 10 years commencing upon the issuance of any certificate of occupancy, the school shall pay a Traffic Impact Fee ("TIF") to the City in the amount of \$1.24 million in the form of credits and/or cash at the rate of a minimum of \$124,000 per year. Appropriate credits shall be given for the following off-site traffic improvements that are built by the school provided they are built to City or Caltrans standards. However, no cash equivalent shall be paid by the City to the permittee for credits received after fulfillment of the TIF obligation:
 - i. Driver/Chesebro/Canwood/Palo Comado intersection improvements for the eastbound approach on Driver Avenue, which includes a left-turn pocket, an exclusive through-lane, and a shared through/right-turn lane, and associated road widening and striping as specified in the EIR and described in Condition No. 77;

 - ii. Widening of the west side of Palo Comado from Canwood/Chesebro to the 101 Freeway westbound ramp as specified in the EIR and described in Condition No. 77;

- iii. The cost of installing a four-way traffic signal at the 101 Freeway westbound ramps at Chesebro shall constitute a credit. However, the marginal cost difference between constructing a three-phase signal and a four-way traffic signal shall not constitute a credit and shall be borne by the permittee. If, after seven years from the date of installation, the traffic signal remains the primary intersection improvement in the area, the total cost of the three-phase signal shall constitute a credit;
 - iv. The cost of intersection improvements at Chesebro Road and the 101 Freeway eastbound Ramps at Dorothy Drive, as specified in the EIR;
 - v. Re-striping Agoura Road/Chesebro/Laura La Plante as specified in the EIR; and
 - vi. Widening and re-striping at Chesebro and Palo Comado.
- c. The school shall pay directly to the City a 10.6 percent fair-share payment of the total cost of conducting all Caltrans-required design, engineering, and environmental studies necessary to constructing final Caltrans-approved improvements at the intersection of Palo Comado Canyon Road, the 101 Freeway, and Canwood Street, with these payments not to exceed a total of \$250,000. The permittee shall pay said fees within 30 days upon receipt of a bill from the City. These bills should be issued quarterly commencing with the next calendar quarter following final approval of this permit and shall constitute no more than the 10.6 percent fair-share percentage of the total applicable cost billed to the City as of the billing date. Receipt of such payments shall be provided to the Director of Public Works.

77. The permittee must perform all of the following:

- a. Dedicate right of way 30 feet from the centerline on each side of Canwood Street in the County's jurisdiction including sufficient right of way for a standard cul-de-sec (a turning radius of 32 feet) at the east end of Canwood Street to the satisfaction of County Public Works.
- b. Construct curb, gutter, pavement, and sidewalk on Canwood Street in the County's jurisdiction to the satisfaction of County Public Works.
- c. The applicant shall contact the City regarding required improvements on the portion of Canwood Street within the City's jurisdiction.

- d. Prior to the issuance of any building permit, the school pickup and drop-off circulation plan shall be prepared and submitted to the satisfaction of County Public Works.

- e. At Canwood Street and Chesebro Road at Driver Avenue and Palo Comado Canyon:

The permittee shall construct the following intersection improvement prior to the issuance of any certificate of occupancy. The design of the improvement shall be completed prior to the issuance of any grading permit:

West (eastbound) approach: an exclusive left turn lane and one shared through/right-turn lane.

In addition, due to the project's cumulative contribution towards traffic conditions at this intersection, prior to issuance of any certificate of occupancy, the permittee shall also provide an exclusive through lane for a final west (eastbound) intersection configuration of: an exclusive left turn lane, one through lane, and one shared through/right-turn lane.

If additional right of way is needed, and the City does not provide this right of way prior to the issuance of any grading permit, the permittee shall instead provide payment to the City for the cost of providing the additional exclusive through lane. The cost of acquiring the additional right of way will be part of determining the fair share contribution and this payment shall be made prior to the issuance of any certificate of occupancy. The intersection would retain the existing four-way stop-sign control.

- f. At Palo Comado Canyon Road at 101 Freeway Westbound Ramps:

The permittee shall construct either one of the following improvements prior to issuance of any certificate of occupancy. The design of the chosen improvement shall be completed prior to the issuance of any grading permit.

- i. Roundabout

Reconstruct the intersection, including all approaches, to install a new traffic roundabout. The roundabout would control all approaches to this intersection, including the northbound and southbound Palo Comado Canyon Road approaches, the 101 Freeway westbound on/off ramps, and the Canwood Street approach. The recommended roundabout shall be designed and constructed to the satisfaction of Caltrans and the City.

ii. Traffic Signal

Reconfigure the intersection to include the Canwood Street approach as part of an overall intersection geometry and install a new traffic signal at this intersection. The new lane configuration for this intersection should be as follows:

East approach (101 Freeway westbound off-ramp): widen and re-stripe of the 101 Freeway westbound off-ramp to provide an additional right-turn only lane to accommodate the project traffic U-turn movement directly onto Canwood Street.

East approach (Canwood Street): one shared left-turn/through lane and one exclusive right-turn lane instead of an exclusive left-turn lane and a shared through/right-turn lane.

North approach (Palo Comado Canyon Road): one left-turn lane (to Canwood Street), one through lane, and one right-turn only lane instead of one shared left-turn/through lane.

g. At Palo Comado Canyon Road:

After receiving any required encroachment permit from the City and/or Caltrans, and prior to the issuance of any certificate of occupancy, the permittee shall construct improvements of Palo Comado Canyon Road along the west side to complete a 32-foot half roadway improvement from Canwood Street/Chesebro Road to the 101 Freeway westbound on-ramp. The design of these improvements shall be prepared prior to the issuance of any grading permits.

h. At Chesebro Road and the 101 Freeway Eastbound Ramps at Dorothy Drive:

The permittee shall construct improvements of the intersection lane configuration as follows prior to middle school building construction (Phase III) or the school exceeding 531 students, whichever occurs sooner:

South (northbound) approach: one shared left-turn/through lane and one shared through/right-turn lane.

Eastbound on-ramp: two receiving lanes with the right lane merging with the left.

No additional improvements are necessary to address cumulative impacts. The mitigation for the project-specific impacts also mitigate the cumulative impacts. However, the permittee may contribute the fair-share towards the cost of a traffic signal for this intersection and other intersection improvements, as deemed necessary by Caltrans and the City, consistent with Condition No. 76.

i. Chesebro Road at Palo Comado Canyon Road:

The permittee shall construct a traffic signal at this intersection. Alternatively, if a traffic signal is not acceptable to the City, the permittee shall improve the intersection as follows:

West (eastbound) approach (Chesebro Road): one left-turn lane and one right-turn lane.

South (northbound) approach (Palo Comado Canyon): one left-turn lane and one through lane.

East (westbound) approach (Chesebro Road, west of Palo Comado Canyon): two receiving lanes (one each for the new northbound left-turn lane and one for the existing southbound right-turn lane from Palo Comado Canyon Road). Either improvement shall occur prior to middle school building construction (Phase III) or the school exceeding 531 students, whichever occurs sooner.

j. At Chesebro Road and Laura La Plante Drive at Agoura Road:

The project's cumulative traffic impact is to be mitigated through the payment of a 25 percent pro-rata share towards the cost of installing a traffic signal at this intersection as calculated by the City. The cost shall be paid prior to the issuance of a grading permit.

78. In addition to the above conditions, Public Works requires that the following be implemented in coordination with the City for all work occurring within the City:

- a. All improvement plans, including, but not limited to, street, drainage, signal, and striping/signage plans for the entire project must be submitted as one package. This package must also include all supporting studies. All improvement plan sheets shall be 24 inches by 36 inches and must have the City's standard signature block and be legibly drawn to ensure proper reproduction and adequate record keeping. All lettering on plans shall be a minimum of 80 CL (.08 inch) in size to ensure proper reproduction and microfilming. All original plans shall be drawn in ink. All

plans shall be prepared and signed by a California State Registered Civil Engineer.

- b. For construction within public right-of-way, an encroachment permit is required in accordance with City's Municipal Code. All required applicable fees, securities, and insurance must be posted prior to issuance of the permit.
- c. The applicant shall obtain and pay all costs of acquiring any off-site real property and easements required in connection with this project prior to issuance of grading permit.
- d. The applicant shall enter into a construction agreement with the City and shall post the necessary improvement securities for all construction work within the public right-of-way, public/utility easements, and for all on-site grading.
- e. All grading shall conform to City's Grading Ordinance, Chapter 33 of the Uniform Building code as modified.
- f. A site paving/drainage/grading plan shall be submitted for review and acceptance by the City Engineer. The plans, among other details, shall show existing and proposed contours, proposed utilities, existing and proposed easements, storm water facilities, and facilities for the handicapped. The grading plan shall be accompanied by a Soils Report prepared in accordance with the City's guidelines for geotechnical/geological reports. Prior to the issuance of a grading permit, the following must be satisfied: the grading plan has been reviewed and accepted by the City Engineer, the applicable plan check, inspection and permit fees have been paid, and the grading security has been posted.
- g. For any grading operations during the period October 1 and April 1 of each year, the applicant shall submit a wet weather erosion control plan for review and acceptance by the City Engineer.
- h. All off-site work shall require written permission from the affected property owners prior to beginning of said work.
- i. The applicant shall submit to the City Engineer for review and approval the haul route for fill/excavation material.
- j. A drainage study shall be prepared by a California State Registered Civil Engineer for the review and acceptance by the City Engineer. Hydraulic design shall conform to the current Hydraulic Design Manual of

Los Angeles County. Flows shall remain in their historical drainage pattern, so as not to impact neighboring properties.

- k. Drainage improvements on private property shall be continually maintained, repaired, and replaced by the property owner. The applicant shall obtain appropriate permits from regulating agencies prior to drainage improvements within any streambed.
- l. Any storm drain improvements within the City limits shall be reviewed and approved by the City Engineer and Public Works.
- m. Prior to the issuance of a grading permit, the applicant shall submit a Standard Urban Storm Water Mitigation Plan ("SUSWMP") that shall be subject to approval by the City Engineer. The applicant shall incorporate the SUSWMP for commercial projects as outlined in the Model Program for Storm Water Management within the County of Los Angeles. This will require detention and treatment of the first 0.75 inches of surface runoff during a rainstorm.
- n. The SUSWMP shall identify pollutant sources and shall include design and recommend construction and implementation of storm water pollution prevention measures in order to reduce pollutants and erosion in storm water discharges from the construction site during the construction period and after construction as required.

All wells adjacent to public rights-of-way shall be located entirely on private property.

- o. In accordance with City policy and ordinances, the Permittee shall underground all overhead utilities along the property frontages, except lines 66KV and greater.
79. The development shall be constructed according to the phasing plan described in the EIR and depicted on the conceptual site plans attached hereto. The required phasing of the school is also described below for reference.
- a. **Phase 1:** As shown on the conceptual site plan attached hereto, the initial phase involves rough grading to obtain fill needed to create the majority of the overall development pad, establish drainage patterns, and install supporting infrastructure for campus build-out. Phase I involves placement of modular pre-kindergarten, kindergarten, elementary, and middle school buildings, a hard-court play area, and parking. Student capacity shall not exceed 390 students. The Phase I site plan shall place facilities and play courts predominately along the easterly edge of the Phase I area. Parking shall be provided along the western edge of the

building pad and shall be directly accessed by the entry road, which connects to Canwood Street, approximately 245 feet east of the Palo Comado Canyon/Canwood intersection. The 40-foot-wide entry road shall be constructed into the site interior as planned under campus build-out. It shall contain one travel lane in each direction along with a painted center median designated exclusively for emergency vehicles. Emergency access shall be provided off of Chesebro Road. A total of 12 new, modular units may be purchased for use during the initial phases of the school construction program. These structures may be used for administrative, classroom, and toilet facilities. All modular units shall comply with the architectural standards described in Condition No. 70 and depicted on the illustrations attached hereto. These requirements include the utilization of earth-tone exteriors constructed of wood siding and perimeter skirting used to enclose the foundation of the units. Doorway awnings, ramps, and decking shall also be used along with landscaping to create a sense of rustic aesthetic compatibility.

The multi-purpose rooms shall be constructed as a permanent structure during the first phase. These buildings shall be constructed of masonry blocks or poured in-place concrete and they shall be sized to house students and staff at a minimum ratio of seven square feet per occupant.

The fill slope created by grading for the development pad shall reflect finished elevations needed to develop Phase I of the campus in order to remove the need to re-grade the fill slope, which is located closest to the adjacent residences, in subsequent phases permitting placement of landscaping necessary to screen the development during this initial phase. This phase also allows for the installation of permanent infrastructure and utilities that will be extended into the site for connection to subsequent phases. The revised grading plan involves the grading of approximately 125,000 cubic yards of soil in this phase. Phase I may be completed over a one-year period.

- b. **Phase II:** As shown on the conceptual site plan attached hereto, the second phase allows finish grading of approximately 48,000 cubic yards of soil necessary to establish building pads for construction of permanent structures to house pre-kindergarten, kindergarten, elementary and administration facilities, library, and teacher's resources room. This grading may occur along the eastern perimeter of the development envelope. Permanent athletic fields and play areas may also be constructed at this time. Permanent buildings constructed under Phase II shall accommodate students ranging from pre-kindergarten through fifth grade. Once permanent buildings are completed, a nursery school with associated administration facilities may be introduced in the modular units vacated by the elementary students. Middle school classes (seventh and

eighth grades) may be moved to the modular structures serving as interim administrative space and elementary grade level administrative staff may be relocated to permanent quarters. Administrative staff for middle school students may be relocated to the modules previously occupied by middle school classes. Phase II allows enrollment of up to 750 students with construction commencing no later than five years from the date Phase I is completed. This condition shall not be construed to prevent the construction of Phase II at an earlier time.

- c. **Phase III:** As shown on the conceptual site plan attached hereto, middle school buildings may be constructed in Phase III, along with a library. Audiovisual and teacher's resource rooms may be constructed on land that formerly served as the interim play area. Upon completion of those buildings, students in grades 6-8 shall be relocated to the permanent facilities, and the modular buildings that housed these students shall be removed. This phase shall commence within eight years from the date that Phase I is completed. This condition shall not be construed to prevent the construction of Phase III at an earlier time.
 - d. **Phase IV:** As shown on the conceptual site plans attached hereto, Phase IV allows the construction of a nursery building along with an associated play yard. Once completed, the children shall be moved to this permanent facility, and the modular buildings that housed these students shall be removed. This phase shall begin within 10 years from the date Phase I is completed. No modular buildings shall be permitted after the completion of this Phase. This condition shall not be construed to prevent the construction of Phase IV at an earlier time.
 - e. **Phases V and VI:** As shown on the conceptual site plans attached hereto, the final two phases of construction shall be completed within 12 years from the date of Phase I completion. The final two phases allow the construction of the permanent cafeteria/expanded multi-purpose room, auditorium, sanctuary, and gymnasium. This condition shall not be construed to prevent the construction of Phases V and VI at an earlier time.
80. The location of the documents and other materials constituting the record of proceedings upon which the Regional Planning Commission's decision is based in this matter is the Los Angeles County Department of Regional Planning, 13th floor, Hall of Records, 320 West Temple Street, Los Angeles, California 90012. The custodian of such documents and materials shall be the Section Head of the Zoning Permits I Section, Los Angeles County Department of Regional Planning.

Attachments:

National Park Service letter dated May 17, 2005

Fire Department letter dated January 21, 2005

Design & Landscape Depictions (Illustrations) presented to the Board of Supervisors on
November 27, 2007

Conceptual Site Plans to Illustrate Phasing Plan

Preliminary Emergency Checklist presented to the Board of Supervisors on
November 27, 2007

Mitigation Monitoring Program