

**ORDINANCE NO. 11-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF AGOURA HILLS  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN  
CONRAD N. HILTON FOUNDATION AND THE CITY OF AGOURA HILLS**

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

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to a request for a Development Agreement on property located at 30440 and 30500 Agoura Road (Assessor's Parcel Nos. 2061-002-024 and 2061-002-048) in the City of Agoura Hills, in the County of Los Angeles, State of California requesting approval construct a 90,300 square foot office complex in four phases over a 25-year period, with entitlement proposed for Phase I that includes a 24,000 sq. ft., two-story office building; a Variance from Zoning Ordinance Section 9606.2(D) to construct retaining walls in excess of 6 feet in height, and Section 9654.6 to provide a reduction in required parking spaces; an Oak Tree Permit to remove 65 oak trees and encroach within the protected zone of 36 oak trees; a Tentative Parcel Map to adjust the parcel lines of two parcels totaling approximately 70 acres; and certification of the Final EIR, along with approval of a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program.

Section 2. A duly noticed public hearing was held by the Planning Commission on January 20, 2011, in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 96821.6 of the Agoura Hills Municipal Code.

Section 3. A duly noticed public hearing was held by the City Council on \_\_\_\_\_, 2011, in the City Hall Council Chambers and notice of the time, date, place and purpose of the aforesaid hearing was duly given, all as required by Section 96821.6 of the Agoura Hills Municipal Code.

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

1. Is consistent with the General Plan as the Development Agreement will provide an economically viable business park that is designed to reflect its natural setting at the base of Ladyface Mountain, while providing high-quality jobs, as called for in Goal LU-23 of the General Plan Land Use & Community Form Element; and
2. Is in conformity with public conveniences and good land use practices as the project approvals, mitigation monitoring program and development Agreement will guarantee adequate infrastructure for the development and land uses that are compatible with their surroundings; and
3. Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and the Development Agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities and sanitation; and

4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned so as to be consistent with the General Plan and compatible with surrounding land uses. The buildings will be located below the 1,100-foot elevation, thereby preserving open space with the Ladyface Mountain Specific Plan area.
5. Is consistent with the provisions of Government Code 65864 through 65869.5.

Section 5. Based upon the aforementioned findings, the City Council hereby approves the Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference between Conrad N. Hilton Foundation and the City of Agoura Hills.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or applications, and to this end, the provisions of this ordinance are declared to be severable. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof even if one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof is declared invalid or unconstitutional.

Section 7. The City Council has adopted the findings and Statement of Overriding Considerations required by CEQA and applicable to this Project as a part of its approval of 09-CUP-001, 10-VAR-004 (A&B), 09-OTP-003, and VTPM No. 71284, (Resolution No. \_\_\_\_). Those actions apply equally to this approval and are incorporated herein by this reference.

Section 8. The City Clerk shall publish and cause notice of this ordinance to be given according to law.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

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

\_\_\_\_\_  
Harry Schwarz, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

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

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

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

No Recording Fee (Government Code Section 6103)

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DEVELOPMENT AGREEMENT

By and between

CITY OF AGOURA HILLS,  
A municipal corporation

And

CONRAD N. HILTON FOUNDATION,

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF AGOURA HILLS, a municipal corporation ("City"), and CONRAD N. HILTON FOUNDATION ("Owner" or "Foundation"). The City and each Developer are individually referred to herein as a "Party" and collectively referred to as the "Parties".

### RECITALS

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

- (a) Owner owns certain real property which is located in the City, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereafter "Property");
- (b) Owner desires to construct the Project (as hereafter defined);
- (c) Concurrently with or prior to the Effective Date of this Agreement, Owner has received approval of the Project Approvals (as hereinafter defined) allowing the construction and operation of the Project;
- (d) The Project is fully described in the EIR (as hereinafter defined) and the Project Approvals, which are on file with the City;
- (e) Owner's Project Approvals allowing the construction and operation of the Project were conditionally approved, and the Conditions of Approval thereon have been accepted by Owner as being lawfully imposed thereon;
- (f) Owner has applied to the City for approval of this mutually binding Agreement, pursuant to the provisions of the Development Agreement Act, Government Code §§65864, et seq. (as hereinafter defined), the Enabling Resolution (as hereinafter defined) and other applicable laws; and
- (g) The City is authorized pursuant to the Development Agreement Act, its Municipal Code and other applicable laws, to enter into binding development agreements with persons or entities having legal or equitable interests in real property for the development of property therein described;
- (h) The City desires to obtain the binding agreement of the Developer/Owner for the development of the Project in phases in accordance with the provisions of this Agreement, the Applicable Rules and Project Approvals;
- (i) Developer/Owner desires to obtain the vested right from the City to allow

Developer/Owner to develop the Project in accordance with the Project Approvals and the Applicable Rules (as hereinafter defined), including any modifications, changes or additions permitted or required by this Agreement;

(j) The Parties intend that this Agreement will limit, to the degree permitted by applicable laws, the ability of the City to delay, postpone, preclude or further regulate development of the Project, or any Phase (as hereinafter defined) thereof, except as expressly provided for in this Agreement;

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

(l) An environmental review has been conducted and completed with regard to the Project and a final Environmental Impact Report ("EIR") has been prepared, circulated and certified in accordance with CEQA (as hereinafter defined) and State and local guidelines;

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

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

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

(p) This Agreement will provide Owner with the assurance that it can complete the Project and that the Project will not be changed, delayed or modified after the Effective Date of this Agreement (as hereinafter defined), except pursuant to the provisions of this Agreement;

(q) This Agreement will permit Owner to develop the Project in accordance with the Applicable Rules, the Conditions of Approval imposed upon the Project Approvals and the terms and provisions of this Agreement;

(r) The Project will provide substantial benefits to the City, by providing, without limitation, an office campus of international charitable, non-profit function and prestige, the dedication of land to public improvements both on-site and off-site,

including the realigned and expanded right of way for Agoura Road, and the creation of job opportunities for residents of the City;

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

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

#### AGREEMENT:

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

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

(a) "Applicable Rules" means the rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies of the City governing the use and development of real property, including, but not limited to, the City's Official Zoning Regulations and building regulations, in force as of the date the applications for Project Approvals were deemed complete. Among other matters, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property. "Applicable Rules" shall mean and include only those Developer Fees (as hereinafter defined) and Processing Fees (as hereinafter defined) in effect as of the Effective Date of this Agreement as increased (but only as increased) in accordance with Sections 5(e) and 5(f) of this Agreement.

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

(c) "Conditions of Approval" shall mean those conditions of approval imposed by the City upon the Project Approvals expressly referenced in City Council Resolution Nos. \_\_\_\_\_, adopted on \_\_\_\_\_, 2010.

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

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

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

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

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

(i) "Effective Date of this Agreement" shall mean the date Ordinance No. 2010-\_\_\_ as recited in the Enabling Resolution takes effect following its adoption by the City Council.

(j) "Enabling Resolution" means Resolution No. \_\_\_\_\_ adopted by the City Council on \_\_\_\_\_, 2010.

(k) "EIR" shall mean the final Environmental Impact Report (No. \_\_\_\_\_) which was prepared, circulated and certified in accordance with applicable law, including, without limitation, CEQA. "EIR Mitigation Measures" shall mean the mitigation measures imposed upon the Project pursuant to the EIR and the Conditions of Approval.

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

(m) "Ladyface Mountain Specific Plan" means that special set of standards governing the use and development standards for this geographic area in the City of Agoura Hills, California as it exists as of the Effective Date of this Agreement.

(n) "Ministerial Permit(s), or "Ministerial Approval(s)" means a permit or approval, including, but not limited to, building permits, grading permits, and certificates



of occupancy, which requires the City, including any board, agency, commission or department or any officer or employee thereof, to determine whether there has been compliance with applicable rules, statutes, ordinances, conditions of approval, and/or regulations, as distinguished from an activity which is included in the definition of Discretionary Action or Discretionary Approval.

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

(p) "Phase" shall mean any discrete portion or part of the Project developed by the Developer, or any successor in interest thereto.

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

(r) "Project" means the Project as defined in the EIR.

(s) "Project Approvals" shall mean, collectively, Vesting Tentative Tract Map No. \_\_\_\_\_, Conditional Use Permit No. \_\_\_\_\_, Oak Tree Permit No. \_\_\_\_\_ and Variance Nos. \_\_\_\_\_ approved by the City with respect to the Project and shall include any Subsequent Project approvals, Amendments or Modifications (as hereinafter defined).

(t) "Property" means the real property described on Exhibit "A".

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

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

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

(3) represent increases to existing Developer Fees under the Applicable Rules as permitted pursuant to Section 5(f) below.

(v) "Site Map" means the site plan for the Project attached hereto as Exhibit "B" and generally depicting the development of the Site contemplated pursuant to the Project Approvals.

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

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

(y) "Term" means the term of this Agreement Remains in full force and effect. The initial Term shall be fifteen (15) calendar years commencing on the Effective Date of this Agreement. So long as Owner retains Ownership of the Property and is proceeding with development of the Project, this Agreement shall be automatically extended for up to two (2) extended Terms of five (5) calendar years each, not to exceed a total Term of 25 calendar years. The initial Term of this Agreement shall not extend past fifteen (15) years should Owner transfer its ownership of the Property to any other ownership interest for a purpose other than serving as the office campus for an international charitable, non-profit foundation.

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

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

(a) State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

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

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

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

(b) City Procedures and Actions. Pursuant to the authorization set forth in Section 65865 of the Development Agreement Act, City has adopted rules and regulations establishing procedures and requirements for development agreements. Such rules and regulations are set forth in the Enabling Resolution. In accordance with the Enabling Resolution, City has undertaken the necessary proceedings, has found and determined that this Agreement is consistent with the General Plan and the Zoning Regulations, and has adopted Ordinance No. 02-313 approving this Agreement which Ordinance becomes effective on July 26, 2002.

(c) The Property. The Foundation owns \_\_\_\_\_ acres located in the City, as more particularly described in Exhibit "A" attached hereto and as shown on the Site Map attached hereto as Exhibit "B".

(d) The Project. It is the Foundation's intent to parcelize and improve the Property as described in the Project Approvals and the EIR subject to the Applicable Rules, the Conditions of Approval and this Agreement. The Parties hereby agree that, for the Term of this Agreement, the permitted uses, the density and intensity of use, the subdivision requirements, the maximum height and size of proposed buildings, parking requirements, setbacks, and development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development of the Property shall be those set forth in the Project Approvals, the Applicable Rules and this Agreement, including the Conditions of Approval for the Project.

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

### Section 3. Project Development.

(a) Project Development. In consideration of the premises, purposes and intentions set forth in Section 2 above, including but not limited to its vested right to build out the Project in accordance with the Project Approvals and subject only to the Applicable Rules, Foundation agrees that it will use commercially reasonable efforts, in accordance with its own sole and subjective business judgment taking into account market conditions and economic considerations, to develop the Project in accordance with the terms set forth in this Agreement, the Project Approvals and the Applicable Rules. Foundation may develop the Property or any portion thereof with a development of lesser height or density than the Project, provided that such development otherwise complies with the Applicable Rules, including the EIR, the Project Approvals and this Agreement.

(b) Timing of the Development. The Parties acknowledge that the Foundation cannot at this time predict when or the rate at which the Project would be developed. Such decisions depend upon numerous factors which are not all within the control of the Foundation, such as construction costs, occupancy and space needs for an institutional headquarters campus, interest rates, the asset value of the Foundation from time to time as subject to market forces, completion, availability of Foundation and commercial financing and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Ca1.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the intent of the Foundation and City to hereby cure that defect by acknowledging and providing that the Foundation shall have the right to develop the Property consistent with the Project Approvals and the Conditions of Approval in such order and at such rate and at such times as the Foundation deems appropriate within the exercise of its sole and

subjective business judgment during the Term of this Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement. This Agreement shall immediately vest the right to develop the Property with the permitted uses of land and the density and intensity of uses specifically set forth in the Project Approvals, subject only to the requirements of the Applicable Rules, the Project Approvals and the Conditions of Approval.

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

(d) Dedication of Right of Way. In connection with the development of the Project and as provided in the Project Approvals, and concurrent with recordation of the parcel map creating the legal parcels contemplating development of the Project, the Foundation will dedicate to the City approximately (\_\_\_\_) acres of property as shown on the Site Map attached hereto as Exhibit "B" (the "Agoura Road Right of Way") in order to enable the City to widen Agoura Road substantially as shown on the Site Map. City acknowledges that these dedications will be used for the construction of traffic improvements that exceed the mitigation necessary to address the impacts of the Project and that, in order to provide these dedications, the Foundation will be required to dedicate a material portion of its developable property. Prior to dedication, the Foundation shall clear the Agoura Road Right of Way at the Foundation's sole cost. In recognition and consideration of the required dedication in excess of what is reasonably necessary to mitigate the impacts of the Project, the City agrees that it will not assess, and the City hereby waives any other amenity or fee that would otherwise be applicable to the Project pursuant to Section 9574.2 of the Municipal Code. City hereby finds that the Agoura Road Right of Way dedication constitutes an item of benefit to the community that economically exceeds what would otherwise have been required by the specified step increases in Section 9574.2 of the Municipal Code of the City.

(e) Improvement of Agoura Road Right of Way. Concurrent with the Foundation determined phases of construction of the Project, and starting with the Project's Easterly Parcel, the Foundation will improve or cause the improvement of that portion of the Agoura Road Right of Way immediately adjacent to that parcel of the Property upon which a Project building is constructed or being constructed with the contemplated Agoura Road improvements substantially as shown on the Site Map, including installation of all roadway improvements, lighting, curb, gutter, sidewalk,

landscaping improvements and extension or installation of all applicable wet and dry utilities contemplated for the realignment and improvement of Agoura Road as of the date of this Agreement (the foregoing are collectively referred to as the "Agoura Road Improvements"). In connection with the performance of the foregoing work, City shall promptly and fully cooperate with Foundation, including issuance of all necessary Ministerial Approvals, assignment of any plans, specifications, contracts or other like matters requested by Foundation, and performance of such other actions and execution of such other documents as required to complete the Agoura Road Improvements, or applicable portion thereof. The above described improvements to Agoura Road adjacent to the Westerly Parcel will be installed when a Project building in a subsequently developed phase is constructed thereon. In consideration of Foundation's contribution of Agoura Road Right of Way and the pave out thereof in accordance with City's street improvement standards, Foundation shall receive 100% credit on a dollar for dollar basis, for Foundation's actual costs incurred in constructing the Agoura Road Improvements, as demonstrated by invoices and payment records submitted to the City Engineer against the City's Traffic Impact Fees ("TIF").

(f) Trees Affecting Los Angeles County Flood Control District ("District") Debris Basins: The Foundation will install two (2) relocated/expanded debris basins on its Property in accordance with Los Angeles County Flood Control District requirements and standards, except that where feasible the District will allow the retention of existing trees within the new basins, subject to the following conditions: (i) As shown on the heretofore filed Oak Tree Report, the Foundation shall mitigate all future impacts on the Basins as installed and maintained resulting from the retention of up to 25 trees within such Basins which otherwise would be removed pursuant to District regulations during the installation of the Basins and (ii) If it is subsequently determined by the District that removals, in whole or in part, are necessary to the efficient operation of the Basins, the District may prune or remove such trees at that time. However, if the City elects to widen Agoura Road along the frontage of the westerly parcel and relocate the affected debris basin, Foundation will install and relocate only one (1), the second debris basin on its Property in accordance with Los Angeles County Flood Control District requirements and standards, subject to the same conditions set forth above.

(g) Low and Moderate Income Housing. City and Foundation acknowledge and agree that the Project will not be required to include any low, moderate or other restricted income housing or to pay in lieu fees.

(h) Infrastructure Phasing Flexibility. Notwithstanding the provision of any phasing requirements in the Project Approvals or any Subsequent Project Approvals, Foundation and City recognize that economic and market conditions may necessitate changing the order in which the on-site and/or off-site infrastructure is constructed. Therefore, City and Foundation hereby agree that should it become necessary or desirable to develop any portion of the Project's infrastructure in an order that differs from the order set forth in the Project Approvals or any Subsequent Project Approvals, Foundation and City shall collaborate and City shall permit any modification reasonably requested by

Foundation so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being then developed.

(i) Environmental Equivalency. To the extent permitted by law, if Foundation cannot acquire real property that is required in order to implement any Condition of Approval or if Foundation cannot complete a Condition of Approval for any other reason and City elects not to acquire such real property or to take such other actions as are required to enable Foundation to complete such Condition of Approval and such Condition of Approval is not physically required for the Project to operate, the Foundation shall be allowed to complete the Project without performing such infeasible Condition of Approval; provided that, in that event, if the City so elects, Foundation shall implement such substitute measure or measures as are required by the City so long as such substitute measures (i) constitute an environmental equivalent (as defined in the EIR Mitigation Measures) to the infeasible Condition of Approval, (ii) has a nexus to the Project, and (iii) does not exceed the cost to the Foundation of the infeasible Condition of Approval.

(j) City Services. Subject to Foundation's installation of infrastructure in accordance with the requirements of the Project Approvals and any Subsequent Project Approvals, City will cooperate with the Foundation in working with the services and utilities providers to assure to the extent the laws and regulations of the State, the County of Los Angeles and the City provide to service the Project. City further agrees that it will provide all applicable City controlled services to the Project and that there shall be no restriction by City regarding City provided hookups or service to the Project with respect to said items during and after the term of this Agreement.

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

(1) Timely City Actions. The City agrees to timely consider and expeditiously act upon any matter which is reasonably required, necessary or desirable to accomplish the intent, purpose and understanding of the Parties in entering into this Agreement, including, without limitation, processing of any Ministerial Permit or Ministerial Approval or any request for a Discretionary Action or Discretionary Approval. The City further agrees that, if Foundation satisfactorily complies with all preliminary procedures, actions, payments of applicable Processing and Developer Fees, and criteria generally required of developers by the City for processing applications for such Discretionary Actions or Discretionary Approvals that the City will not unreasonably withhold or unreasonably condition any such subsequent Discretionary Action or Discretionary Approval required in connection with any Subsequent Project

Approval. All Subsequent Project Approvals shall be subject to the terms and conditions of this Agreement. Any Subsequent Project Approval implementing the Project Approval or any conditions, terms, restrictions and requirements of any such Subsequent Project Approval implementing the Project, shall not prevent development of the Project for the uses and in accordance with the maximum density or intensity of development set forth in this Agreement. Without limiting the generality of the foregoing, the City agrees that the Project Approvals, Conditions of Approval and EIR Mitigation Measures set forth the full and complete conditions, exactions, restrictions, mitigations and other like matters required in connection with development of the Property and that, except as required by the Reserved Powers or as Foundation may otherwise consent, no additional conditions of approval, exactions, dedications, mitigations or other like matters shall be required from or imposed upon Foundation in connection with any Subsequent Project Approval required or sought by Foundation in connection with the implementation of the Project approved in the Project Approvals.

(2) Processing and Time Period of Tentative Map and Other Project Approvals. Notwithstanding anything to the contrary in the Applicable Rules or otherwise, Foundation may file applications for tentative maps for the Project at any time as determined necessary or appropriate for the expeditious development of the Property. As provided in California Government Code Sections 66452.6 and 65863.9, the term of any tentative, vesting tentative or parcel map hereafter approved with respect to the Project and the term of each of the Project Approvals shall remain in effect and be valid through the scheduled termination date of this Agreement as set forth in Section 1(w) above or the date such approval would otherwise be in effect under applicable law, whichever is later.

(3) Additional Staffing. If, in the reasonable discretion of the City Manager or his/her designee, the City and its regular staff would be unable to process (or if, in fact, standard City staffing fails to result in processing of) Ministerial Permits and Approvals or Discretionary Actions and Approvals as promptly as required to meet Foundation's schedules, the City shall, after consultation with the Developer, hire sufficient temporary plan check, inspection, engineering and other personnel or additional consultants for such actions as reasonably necessary to meet Foundation's requirements, at Foundation's sole cost and expense. The City shall consult in good faith with the Foundation as to any additional consultants to be hired pursuant to this Section provided that the City shall retain the sole discretion as to selection of any such parties. In order to provide the City with advance notice of upcoming applications for Ministerial Permits and Approvals, Foundation shall supply to the City, no later than January 1 of each year, a list of the various Discretionary Actions and Approvals and Ministerial Permits and Approvals which it reasonably anticipates will be requested during that year. Such list shall be updated quarterly, unless agreed to sooner by the Parties. To the extent (i) any outside consultants or exclusively dedicated staff performs work on the Project under this Section and Foundation



reimburses City for all costs of such consultants or staff as provided above, and (ii) such work replaces work that would have otherwise been performed by standard City staff under normal processing conditions, the Foundation shall be entitled to a credit for such consultant fees or special staff reimbursement charges against the standard Processing Fees paid by Foundation or which normally would have been otherwise required to be paid by Foundation. Foundation shall pay all reimbursements to the City required under this Agreement within thirty (30) days after it receives an invoice identifying such reimbursable expenses; provided, the Foundation shall have the right to audit such costs, at its expense, upon request.

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

(1) Easements. Easements dedicated for pedestrian use as shown on Vesting Tentative Map(s) shall be permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable and other utilities and facilities approved by the City Engineer so long as they do not unreasonably interfere with pedestrian use. Nothing in this subparagraph (k) (1) shall be interpreted as expanding or extending public access to or through the Project Property in excess of the requirements of the General Plan, the Ladyface Mountain Specific Plan, or the Project Approvals as of The Effective Date of this Agreement.

(m) If density and standards of development contained in the Ladyface Mountain Specific Plan applicable to the Property are modified to allow for increased building square footage, a broader matrix of uses and an increased foot grading footprint above the 1100 elevation, Foundation may file applications with the City Council to amend the Project Approvals accordingly.

(n) This Agreement reaffirms the heretofore oak tree mitigation plan and permit, OTP No. \_\_\_\_\_.

(o) Eminent Domain. If any Project Approval contains a condition for acquiring or improving property off-site, City will, at Foundation's cost, undertake such acquisition or rights of use by way of its powers of eminent domain; provided that if City does not elect to exercise its said power, Foundation shall be absolved of the duty to acquire and improve, and the aforesaid condition shall be vacated by the City.

(p) Architectural Approval. Approval of the Project CUP shall include architectural approval for Phases 1 and 2. No further architectural review and approval will be required for Phases 1 and 2 provided that the architecture substantially conforms to the CUP approval thereof. In future Phases 3 and 4, the authority for architectural approval shall reside in the Director of Community Development with a direct right of Foundation appeal to the City Council. The standard for such review shall be architecture in substantial conformance with Phase 1 and 2 improvements.

(q) On site parking and density allowance shall be determined by the Foundation's application for a Conditional Use Permit, except that the total Project square footage, now projected to be 90,300, may be transferred among phases and between the Easterly and Westerly Parcels at Foundation's discretion provided that the number of parking spaces within the said phases and Parcels remains within 90% of the City's parking requirements for such phases and Parcels and no substantial adverse impacts result.

(r) A Phased Agoura Road improvement plan is attached hereto as Exhibit " —".

(s) Any dedication and conveyance of a portion of the Property at or above the 1100 elevation to the City or its designee for the purpose of receiving and maintaining open space shall occur by map or grant deed and City or its designee shall accept such land in fee title and be obligated for all future insurance, maintenance and security pertaining thereto. The Foundation reserves the right to deed restrict such property in perpetuity for open space use only and to limit access and any and all use so as not to in any way interfere with or adversely effect Foundation's improving, use, access and operation of its Property, with the right of the City to install a pedestrian only trail aligned east to west, provided that (i) there shall be no staging area or permanent structures within or adjacent to such trail on Foundation Property and (ii) shall be no less than 300 lineal feet from the Foundation's nearest building.

(t) City's Public Art requirements may be satisfied by Foundation by installing a part thereof in phases 1 ahead of the ordinance requirement and receiving credit therefore against its Phase 2 obligation, provided that is has fully conformed for both phases by the time Phase 2 receives its occupancy permit.

(u) Cooperation and Implementation.

(1) Processing. Upon Foundation's completion of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and thereafter diligently process all required steps necessary for the implementation of this Agreement. Foundation shall, in a timely manner, provide the City with all documents, plans and other information required under the Applicable Rules which are necessary for the City to carry out its processing obligations. The provisions of this Agreement require a close degree of cooperation between the Parties and the refinement and further development of the Project may demonstrate that clarifications are appropriate with respect to the details of performance by them. If and when, from time to time, during the term of this Agreement, City and Foundation agree that such clarifications are necessary or appropriate, they shall effectuate such clarifications through an Operating Memoranda approved by City and Foundation, which, after execution, shall be attached hereto as an amendment to this Agreement. No such Operating Memoranda shall require public notice or

hearing. The City Attorney shall be authorized to make the determination whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such a character as to constitute an amendment hereof. The City Manager may execute any Operating Memoranda hereunder without Council or Planning Commission action.

(2) Other Governmental Permits. Foundation shall apply for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Foundation in its endeavors to obtain such permits. To the extent that City, the Council, the Planning Commission or any other board, agency or commission of City constitutes and sits as any other board, agency or commission, committee, or department, it shall not take any action that conflicts with City's obligations under this Agreement.

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

#### Section 4. Warranties.

(a) City Warranties. The City hereby warrants to Foundation as follows:

(1) Entitlement to Develop. City has the authority to permit Foundation to develop the Project, subject to, and in accordance with: (a) the EIR; (b) the Applicable Rules; (c) the Project Approvals, and Conditions of Approval thereon; and (d) the terms and conditions of this Agreement, and, based upon all the information made available to City prior to or concurrently with the execution of this Agreement, there are no Applicable Rules that would prohibit or prevent

the full completion and occupancy of the Project in accordance with the uses, densities, heights, and terms of development incorporated and agreed to herein.

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

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

(b) Foundation Warranties. Foundation warrants to City that it has the legal authority and financial ability to enter into and implement this Agreement.

#### Section 5. Changes in Applicable Rules.

(a) Non-application of Changes in Applicable Rules. The adoption of any Subsequent Land Use Regulations after the Effective Date of this Agreement, or any change in, or addition to, the Applicable Rules, including, without limitation, any changes in the General Plan or the Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project) or the imposition of any new fee or exaction (except for the increases in the Processing Fees and/or Developer Fees as provided for in this Agreement), adopted or becoming operative after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules, Foundation's entitlements under the Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers. Foundation may, at its election, give City written notice of its election to have any Subsequent Land Use Regulations applied to its portion of the Property, in which case such Subsequent Land Use Regulation shall be deemed to be an Applicable Rule with respect to such portion of the Project.

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

(c) Changes Mandated by Federal or State Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date of this Agreement shall apply to the Project, if such changes or additions are specifically mandated to be applied to developments such as the Project, by applicable

State or Federal laws or regulations. Where City or Foundation believes that such a change or addition exists, such Party shall take the following actions:

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

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

(3) Council Hearings. Thereafter, if the representatives of the Parties are unable to reach agreement on the effect of such Federal or State law or regulation and the change in the Applicable Rules necessitated thereby, or if the required change which is agreed to by the Parties requires, in the judgment of the City Manager and the City Attorney, a hearing before and/or approval by the City Council, then the matter shall be scheduled for hearing before the City Council by the City Clerk, at its next meeting. At least ten (10) days' written notice of the time and place of such hearing shall be given by the City Clerk to the representative of Foundation and the City Manager. The City Council, at such hearing, or at a continuation of such hearing, shall determine the exact modification which is necessitated by such Federal or State law or regulation. Foundation, and any other interested person, shall have the right to offer oral and written testimony at the hearing. The determination of the City Council shall be final and conclusive, except for judicial review thereof.

(d) Cooperation in Securing Permits. The City shall cooperate with Foundation in the securing of any permits or approvals of other governmental agencies having jurisdiction over the Project, including, without limitation, any permits or approvals required as a result of such a modification referred to in Section 5(c) above.

(e) Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that no such change shall be applicable to the Project unless: (a) the City Council shall allow public testimony when considering and adopting such fees in accordance with applicable law; and (b) such increased Processing Fees are not imposed in a manner so as to discriminate against Foundation or the Project; and (c) the increased Processing Fees do not exceed the estimated reasonable cost of providing the service for which they are imposed.

(f) Applicable Developer Fees. The Project shall be subject only to the payment of Developer Fees in existence as of the Effective Date of this Agreement, and to increases in such Developer Fees imposed after the Effective Date of this Agreement

only if: (a) the same are mandated by Federal or State law or regulation, and (b) such increases comply with the requirements of California Government Code Section 66000, et seq., and other applicable law. No development charges, fees or contributions other than as expressly provided for in the Project Approvals and this Development Agreement shall be imposed by the City on the Project or the Property.

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

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

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

(j) Interim Uses. City agrees that, until development of the Project, the Foundation may use the Property for any use which is otherwise permitted by the then applicable General Plan, zoning code and other City rules, requirements and procedures then in effect, subject to the City's normal permit and hearing requirements, if any.

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

Section 6. Default Provisions. In the event either City or Foundation does not perform its material obligations under this Agreement in a timely manner and fails to cure such

breach within the period provided herein ("Defaults"), then, except as provided below, the non-defaulting Party shall have all rights and remedies provided herein and/or under applicable law, which shall include, but not be limited to, compelling the specific performance of the material obligations of the defaulting Party under this Agreement, or terminating this Agreement with respect to such defaulting Party, provided that the non-defaulting Party has first complied with the following procedure:

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

Such dispute resolution process shall be confidential and shall be conducted in accordance with California Evidence Code Section 1119.

(1) Mediation. In the event any Claim is not resolved by an informal negotiation between the City and the Foundation, within thirty (30) days after either Party receives written notice from the other Party that a Claim exists, the matter shall be referred to the Los Angeles offices of "End Dispute" for an informal, non-binding mediation consisting of one or more conferences between the Parties in which a retired judge will seek to guide the Parties to a resolution of the Claims. The Parties shall select a mutually acceptable neutral mediator from among the "End Dispute" panel of mediators. In the event the Parties cannot agree on a mediator, the Administrator of "End Dispute" will appoint a mediator. The mediation process shall continue until the earliest to occur of the following: (i) the Claims are resolved, (ii) the mediator makes a finding that there is no possibility of resolution through mediation, or (iii) thirty (30) days have elapsed since the Claim was first scheduled for mediation.

(2) Arbitration. Should any Claims remain after the completion of the mediation process described above, the Parties shall submit all remaining Claims to final and binding arbitration administered by "End Dispute" in accordance with the then existing "End Dispute" Arbitration Rules. Neither Party nor the arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. Except as provided herein, the California Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this subparagraph (2). The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state of California. Except as otherwise provided in this Agreement, the arbitrator shall have the

authority to entertain a motion to dismiss and/or a motion for summary judgment by any Party and shall apply the standards governing such motions under the California Code of Civil Procedure. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Such award shall include reasonable attorneys' fees to the prevailing Party as set forth in Section 7 (jj) below. Judgment upon the award may be entered in any court having jurisdiction thereof.

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

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

(b) Termination. If any Party wishes to terminate this Agreement, in whole or in part, but for the purposes of this subparagraph (b) only, as a result of any breach of this Agreement established pursuant to the arbitration procedure set forth above, it shall first provide written notice to the non-defaulting Party setting forth the nature of the default established by the arbitration proceeding and the actions, if any, required by the defaulting Party to cure such default, and the defaulting Party shall have failed to cure such default within thirty (30) days after receipt of such notice or within such additional time as is reasonably necessary to cure such default provided that the defaulting Party commences the cure of that default within said thirty (30) day period and thereafter diligently pursues the cure of that default to completion. If the defaulting Party does not cure the default or comply with the arbitrator's order within that period, then the non-defaulting Party may, after compliance with Section 65864 et seq., of the Government Code, terminate this Agreement upon written notice to the defaulting Party. Such termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals applicable to the Property, approved prior to the effective date of termination. Notwithstanding anything herein to the contrary, City shall not have the right to specifically enforce against Foundation the provisions of Section 3(a), nor in any way to compel Foundation to either start or complete the Project, nor to seek any monetary damages from the Foundation for its failure to start or complete the Project; provided, that, City shall have the right (i) to compel Foundation by an action for specific performance to complete any public improvements which have been commenced and are partially completed as of the date of termination, and (ii) to require Developer to dedicate any property and complete any public improvements which are required by the Project Approvals to be dedicated and/or completed prior to occupancy of those Project improvements in fact constructed on the Property pursuant to this Agreement

## Section 7. General Provisions.

(a) Expiration. Upon the expiration of the Term, this Agreement shall terminate and be of no further force or effect; provided, however, such termination shall



not affect any claim of any Party hereto, arising out of the provisions of this Agreement, prior to the effective date of such termination, or affect any right or duty arising from entitlements or approvals, including the Project Approvals, applicable to the Property approved prior to the effective date of the termination, and all representations and warranties set forth herein shall survive such termination.

(b) Foundation's Right to Terminate upon Specified Events. Notwithstanding any other provisions of this Agreement to the contrary, Foundation retains the right to terminate this Agreement upon thirty (30) days written notice to the City in the event that it determines that continued development of the Project has become economically infeasible due to changed market conditions, increased development costs, or burdens imposed, consistent with this Agreement, by the City or other governmental or quasi-governmental entity or agency as conditions to Subsequent Project Approvals or the City's exercise of its Reserved Powers in a way deemed by the Foundation to be inconsistent with the development of the Project. In the event the Foundation exercises this right, it shall nonetheless be responsible for mitigation of those impacts to City resulting from development that has occurred on the Property prior to the notice of termination, and within the thirty (30) day notice period. City and the Foundation shall meet to identify any such mitigation obligation that may remain to be satisfied. If the Parties are in disagreement at the end of the (30) day notice period, the Agreement shall be terminated as to all matters except for the remaining mitigation obligation in dispute, and with respect thereto the Parties shall proceed as provided in Section 6 above. In the event the Foundation exercises this right of termination, Foundation shall not be entitled to any restoration, refund or reimbursement of costs, fees, dedications or other consideration already paid or otherwise transferred to the City in accordance with the Project Approvals, Conditions of Approval and this Agreement.

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

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

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

(f) Assignment.

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

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

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

(h) Relationship of the Parties. The Parties acknowledge and agree that the Developer is not acting as an agent, joint venturer or partner of the City, but is, in fact, an independent party and not in any way under the control or direction of the City except as is expressly provided to the contrary in this Agreement.

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

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

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

FOUNDATION:

WITH A COPY TO: Alston & Bird LLP  
Attn: Charles W. Cohen, Esq.  
2801 Townsgate Road  
Suite 215  
Westlake Village, CA 91361  
Facsimile No: (805) 497-8804

Notices shall be deemed, for all purposes, to have been given and received on the date of (i) personal service or (ii) three (3) consecutive calendar days following the deposit of the same in the United States mail as provided above or (iii) the next business day after deposit with the overnight courier, or (iv) when received by the Party to whom faxed as confirmed in the fax confirmation (provided that any such notice delivered after 5:00 p.m. shall be deemed received on the next business day).

(k) Recordation. As provided in Government Code Section 65868.5, the City Clerk shall record a copy of this Agreement with the Registrar-Recorder of the County of Los Angeles within ten (10) days following its execution by both Parties. Foundation shall reimburse the City for all costs of such recording, if any.

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

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

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

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

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

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

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

(s) Certificate of Compliance. At any time during the term of this Agreement, any lender or other Party may request any Party to this Agreement to confirm that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modifications) and that (ii) to the best of such Party's knowledge, no defaults exist under this Agreement or if defaults do exist, to describe the nature of such defaults and (iii) any other information reasonably requested. Each Party hereby agrees to provide a certificate to such lender or other Party within ten (10) business days of receipt of the written request therefore. The failure of any Party to provide the requested

certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect without modification except as may be represented by the requesting Party and that to the best of such Party's knowledge, no defaults exist under this Agreement, except as may be represented by the requesting Party.

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

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

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

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

(4) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement and shall automatically succeed to the Foundation's rights hereunder, provided, however, in no event shall such Mortgagee or its successors and assigns be (a) liable for any monetary defaults of the Foundation under the Agreement arising prior to acquisition of title to the Property, or portion thereof, by such Mortgagee, or (b) obligated to complete construction of the Project or any component thereof, except as expressly provided in Section 6(b) above; provided, however, if such Mortgagee does not elect to cure any such default, the City shall have the rights and remedies set forth in this Agreement.

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

(v) Warranty. Foundation warrants to the City that, as of the Effective Date of this Agreement, it owns the Property or has the right to acquire the Property.

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

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

(y) Entitlement to Develop. Foundation is hereby granted the vested right to develop the Project on the Property to the extent and in the time and manner provided in this Agreement. City acknowledges and agrees that all of the development allowed under the Project Approvals is hereby vested specifically with the Foundation, and may not be utilized by any other subsequent owner or lessee of a portion of the Foundation's property except with the express written assignment of the Foundation (e.g., by recordation of

CC&R's allowing such development), and then only to the extent of such assignment; provided, however, that nothing herein shall be deemed to preclude The Foundation, a subsequent owner or lessee of a parcel or parcels of the Property from seeking additional entitlements to further develop the Property to the extent that such entitlements are additive to, and not a reduction of, the development rights hereby vested with the Foundation, and, in that event, such additional development rights shall not be governed by this Agreement and shall not be vested under this Agreement, but with the approval of such additional entitlements, the City and The Foundation, and its successor(s) or lessee(s), may seek to amend or addend to this Development Agreement.

(z) Periodic Reviews.

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

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

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

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

(bb) Reimbursement. Nothing in this Agreement precludes City and Foundation from entering into any reimbursement agreement for the portion (if any) of the cost of any dedications, public facilities and/or infrastructure that City may require as conditions of the Project Approvals or the Subsequent Project Approvals to the extent that they are in excess of those reasonably necessary to mitigate the impacts of the Project and are determined by the City Manager to benefit other properties as they may develop over time.

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

(dd) Record of Applicable Rules. Prior to the Effective Date of this Agreement, City and Foundation shall use reasonable efforts to identify two identical sets of the Applicable Rules, one set for City and one set for Foundation, so that if it becomes necessary in the future to refer to any of the Applicable Rules, there will be a common set of the Applicable Rules available to both Parties.

(ee) Future Litigation Expenses.

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

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

(ff) Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original, but all of which shall constitute one and the same Agreement.



(gg) Binding Effect. All of the terms, provisions, agreements, rights, powers, standards, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of the City and Foundation, and their respective, successors (by merger, reorganization, consolidation or otherwise) assignees, successors, mortgagees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or interest therein, whether by operation of law or in any manner whatsoever. Whenever the term "Foundation" or "Owner" is used herein, such term shall include any other lawfully approved successor in interest of Foundation, with respect to all or any portion of the Property.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY:

CITY OF AGOURA HILLS,  
a municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

FOUNDATION:  
CONRAD N. HILTON FOUNDATION

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

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

EXHIBIT "A"

Description of the Property

THAT PORTION OF THE BRIGIDO BOTILLER 190.96 ACRE PARCEL AND THE ESPIRITO R. DE CHAVES 127.31 ACRE PARCEL OF THE SUBDIVISION OF LOT E CONTAINING 572.88 ACRES OF LAND ALLOTTED TO THE ESTATE OF JOSE REYES, DEC'D, IN THE PARTITION OF THE RANCHO LAS VIRGENES AS PER MAP RECORDED IN BOOK 52 AT PAGE 63 OF MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND PER INSTRUMENT NO. 20071957593 RECORDED AUGUST 21, 2007 AND INSTRUMENT NUMBER 20070787616 RECORDED APRIL 03, 2007, AND AS SHOWN BY RECORD OF SURVEY RECORDED AS INSTRUMENT NO. 20080127536 AND FILED IN BOOK 213 AT PAGES 12 THROUGH 16 OF RECORDS OF SURVEY OF SAID COUNTY

EXHIBIT "B"

Site Map

EXHIBIT "C"

Developer Fees

## **Doug Hooper**

---

**From:** Dr. Mitchell Pelter [pelter@usc.edu]  
**Sent:** Thursday, November 18, 2010 8:28 PM  
**To:** Doug Hooper  
**Cc:** valexshop@gmail.com; bwood@mrehoa.org  
**Subject:** Conrad N Hilton Foundation Headquarters project comment

The purpose of this note is to express my opposition to the Conrad Hilton Foundation HQ project planning for property adjoining Ladyface face mountain on Agoura Road. I would like to have my opposition recorded under "public opinion" as a negative comment towards this proposal.

My family and I have lived in this city for about 22 years. The first several years we have seen an immense amount of leadership and vision on the part of the City Council. However, in the last ten years or so it is clear that there is very little vision by Council short of raising tax revenue. A few years ago Council decided that what we needed was a big box store on Agoura road. Fortunately it made it to ballot and the citizens of this city let Council know what citizens envision. It is a shame that City Council has done whatever it can to spoil our city and environment. Rather than take advantage of our location as a gateway to the Santa Monica mountains, Council has tried to conceal it and deface it. There is a long history of complaints on the projects in this city that range from the poorly thought out Kanan road bridge/freeway that has left us with gridlock to the proposed Agoura Village project with high density dwellings and low/ultra low income housing. Lately it has been a long range plan to create "mixed use" shopping/housing along Kanan in the Ralphs and Vons shopping areas. The last thing this valley needs are more people, more traffic, more pollution, and crime. I can understand why Westlake Village, Malibu and Calabasas are embarrassed to share borders with us!

In the past I have written my comments to City Council. I have not only received insulting emails back (I have saved and shared some of them with my neighbors) but also noted (in the Acorn) that some of the projects were listed by City Council as having no comments. While a polite acknowledgement of my vote against this project would be appreciated, I am not interested in disparaging remarks from members of Council.

Thank you

I am ,

Dr. & Mrs. Mitchell Pelter  
29027 Hollow Oak Court  
Agoura Hills, CA 91301

## Doug Hooper

---

**From:** Mike & Sue Davis [mdavis5855@dslextreme.com]  
**Sent:** Saturday, November 20, 2010 8:58 AM  
**To:** newstip@theacorn.com  
**Cc:** Doug Hooper  
**Subject:** Hilton Project

As a local educator one of my goals of is to teach children the skill of perspective taking which is looking at things from all angles and perspectives. So I challenge our city leaders to consider a different perspective on the Hilton Project.

Here are some questions we should be asking.

Do we need more office space in Agoura Hills?

Will this project employ local architects and builders, and purchase its supplies locally?

Will the inhabitants of this office building be mostly locals so that we are not promoting long commutes to work?

Does this project improve the quality of life in our community?

Who benefits from this project?

I challenge our city leaders to a new progressive standard of thinking. You have the important task of defining who we are as a city.

Sue Davis

286321 Bamfield Drive  
Agoura Hills, Calif. 91301  
818 707-2970

CONRAD N. HILTON  
FOUNDATION OFFICE CAMPUS

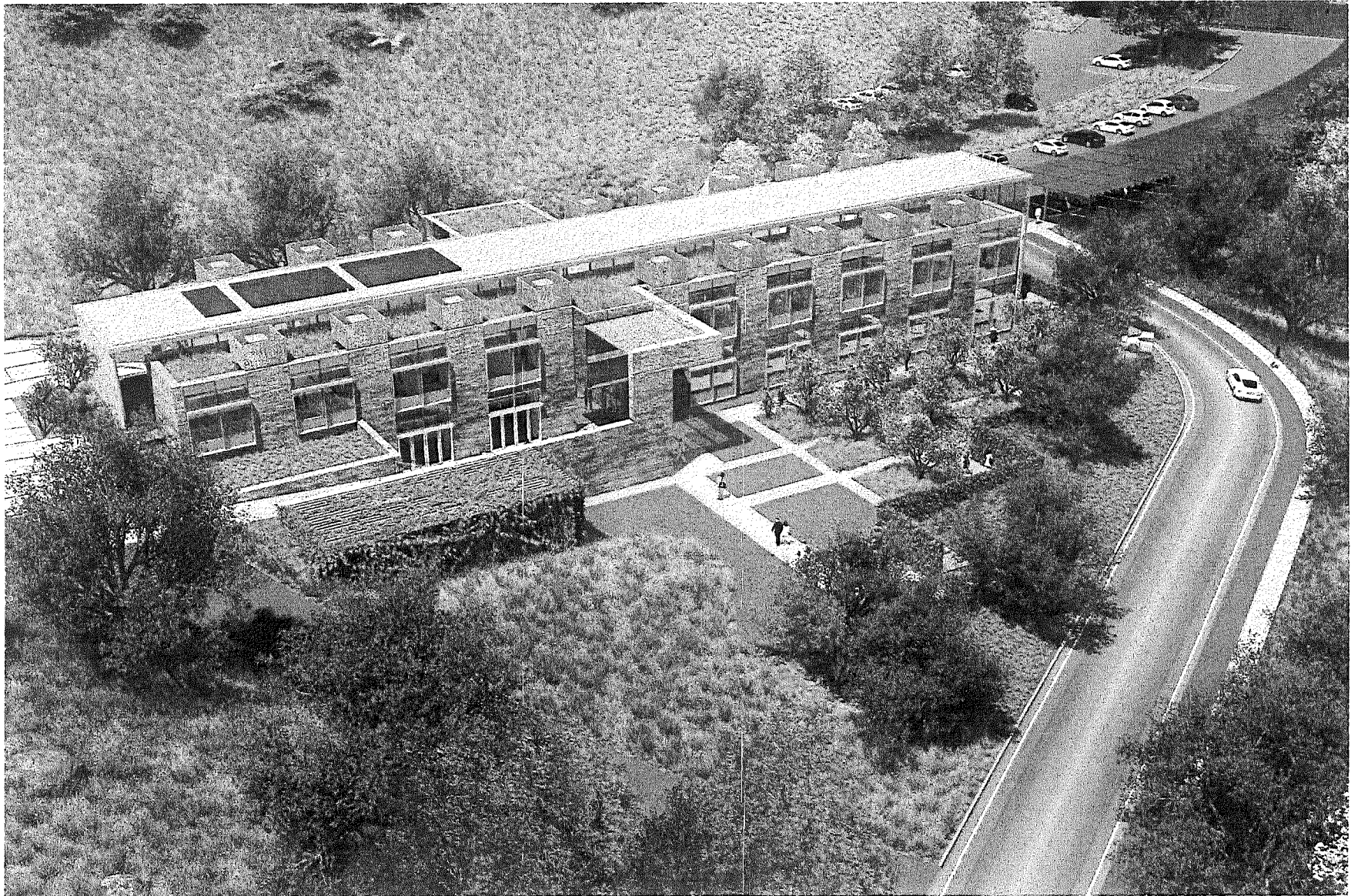
FROM AGOURA ROAD



ZGF  
ZIMMER GUNSEL FRASCA ARCHITECTS LLP

CONRAD N. HILTON  
FOUNDATION OFFICE CAMPUS

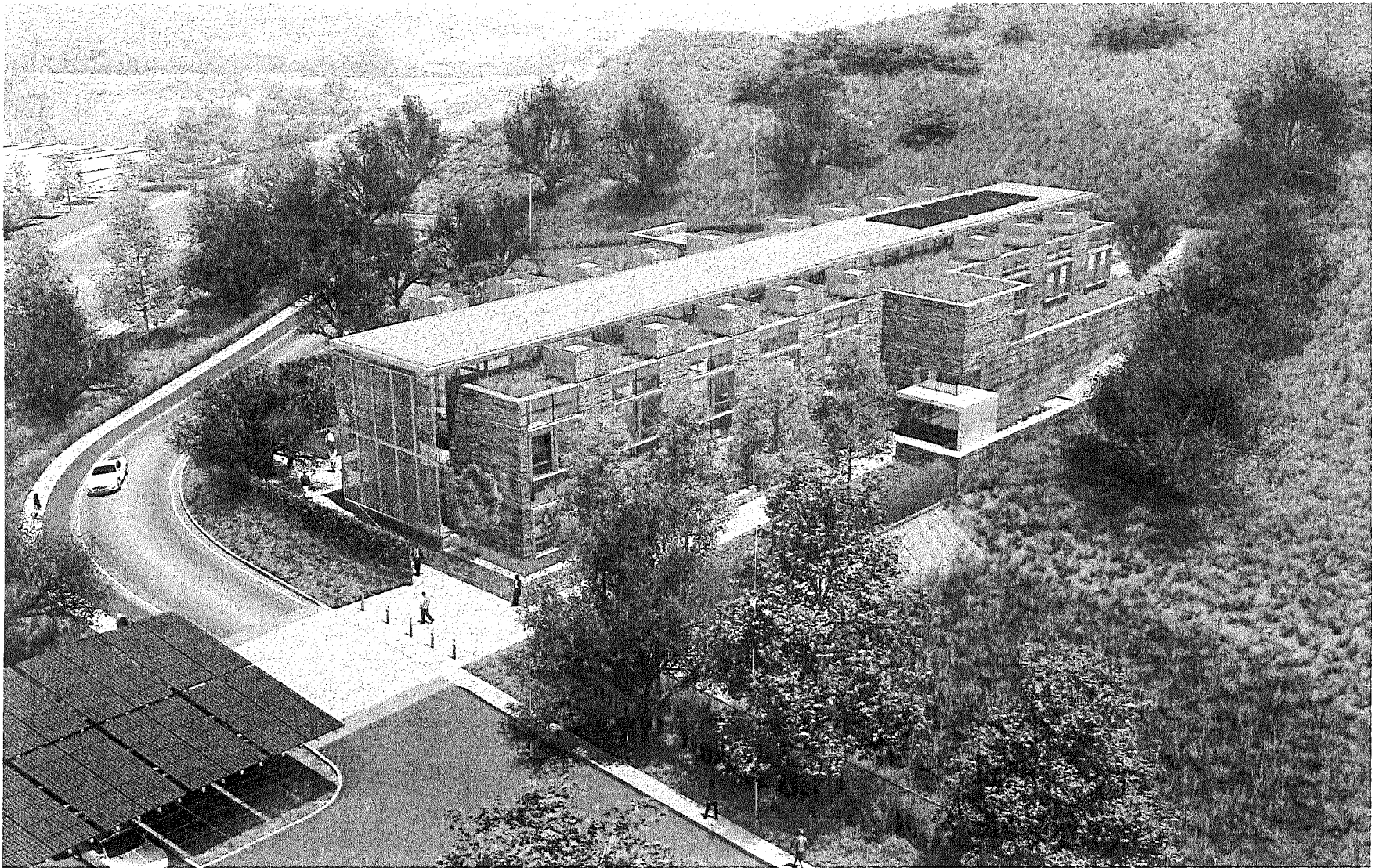
LOOKING SOUTH WEST



ZGF  
ZIMMER GUNSUL FRASCA ARCHITECTS LLP



CONRAD N. HILTON  
FOUNDATION OFFICE CAMPUS



CONRAD N. HILTON  
FOUNDATION OFFICE CAMPUS

ENTRY WALK



ZGF  
ZIMMER GUNSUL FRASCA ARCHITECTS LLP

### GENERAL NOTES

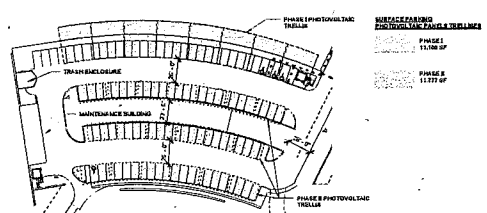
- REFER TO PER SUBMISSION WITH REGARD TO ALL OTHER NOTES AND NUMBER OF PAVING SPACES
- BUILDING NOTES:**
- ALL BUILDING STRUCTURES SHALL PROJECT PAVED TO BE BUILT WITH CONCRETE ON THE LOTS. PER REQUIREMENTS OF THE CALIFORNIA BEARINGS CODE AND COUNTY OF LOS ANGELES FIRE CODE, ALL BUILDINGS SHALL BE CONSTRUCTED TO BE EQUIPPED WITH AUTOMATIC FIRE SUPPRESSION SYSTEMS.
  - ALL BUILDING STRUCTURES SHALL PROJECT PAVED TO BE BUILT WITH CONCRETE ON THE LOTS. PER REQUIREMENTS OF THE CALIFORNIA BEARINGS CODE AND COUNTY OF LOS ANGELES FIRE CODE, ALL BUILDINGS SHALL BE CONSTRUCTED TO BE EQUIPPED WITH AUTOMATIC FIRE SUPPRESSION SYSTEMS.
  - PER FIRE DEPARTMENT, PROVIDE FIRE HOSE ON FOOT CONTAINERS ACCESS EY.
  - ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED. TESTING AND ACCEPTED ON BIDDING PER TO PER OF APPROVAL. VERIFY ALL PAVING IS SUITABLE FOR FIRE DEPARTMENT USE AND IS UNOCCUPIED CONNECTION.

### SYMBOL LEGEND

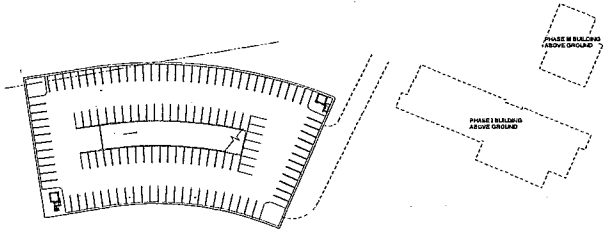
- FIRE DEPARTMENT ACCESS ROAD SHALL BE 12' WIDE TO MEET WITH THE EXCEPTED OF PROTECTED TREE SPECIES.
- A MINIMUM VERTICAL CLEARANCE OF 37'-0" SHALL BE MAINTAINED FOR PROTECTED TREE SPECIES.
- ALL PAVED AREAS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FIRE CODE.
- SHALL BE CONSTRUCTED WITH PAVING THAT QUALIFIES AS ALL WEATHER APPROVED BY THE FIRE DEPARTMENT.
- MAXIMUM ALLOWABLE GRADES SHALL NOT EXCEED 10%. THE AVERAGE MAXIMUM ALLOWED GRADE SHALL NOT BE GREATER THAN 1%. ACCESS SHALL BE MAINTAINED WITH A MAXIMUM OF 1% GRADE. SHALL BE MAINTAINED WITH A MAXIMUM OF 1% GRADE.
- ALL WEATHER APPROVED PAVED WITHOUTS SHALL BE CONSTRUCTED IN EITHER DIRECTION.
- ALL WEATHER APPROVED PAVED WITHOUTS SHALL BE CONSTRUCTED IN EITHER DIRECTION.
- THE MARK
- STRONG
- ACCESSIBLE PATH OF TRAVEL
- ACCESSIBLE CALLBOX
- PROPERTY LINE
- FIRE HYDRANT
- CITY APPROVED STREET LIGHTS DEPENDING BUILDING ACCESS NUMBER
- FIRE DEPARTMENT APPROVED SIGNAGE TO INDICATE HANDS FREE HYDRANT ACCESS AND TYPE I STRONG ACCESS OFFENSE ONLY
- SECONDARY FIRE TRUCK ACCESS ALL WEATHER CONCRETE PAVING
- FIRE TRUCK TURNING RADIUS REQUIREMENT
- BUILDING ELEVATIONS SERVED BY FIRE TRUCK ACCESS
- MITIGATED ACCESS BUILDING ELEVATIONS SERVED BY MET STRONG CONNECTION



**1 SITE PLAN - MASTERPLAN**  
SCALE: 1"=100'



**2 SITE PLAN - MASTERPLAN PHOTOVOLTAIC TRELLISES PHASE I & II**  
SCALE: 1"=100'



**3 SITE PLAN - MASTERPLAN UNDERGROUND PARKING - PHASE IV**  
SCALE: 1"=100'













**GENERAL NOTES**

REFER TO SW SUBMISSION WITH RECORDS TO SQUARE FOOTAGE AND NUMBER OF PARKING SPACES

**REMARKS/NOTES:**

1. ALL BUILDING STRUCTURES SHALL PROJECT FROM TO BE PLACED WITH NON-COMBUSTIBLE MATERIALS IN ACCORDANCE WITH CALIFORNIA FIRE CODE AND COUNTY OF LOS ANGELES FIRE CODE WITH REGARD TO VERTICAL FIRE PROPAGATION. PROJECT PHASER TO BE EQUIPPED WITH EXISTING FIRE TRANSFER SYSTEMS.
2. ALL EXISTING SECURITY GATES, FENCES AND ACCESS RY SHALL BE MAINTAINED OR REPLACED WITH EQUIVALENT. ALL EXISTING SECURITY GATES, FENCES AND ACCESS RY SHALL BE MAINTAINED OR REPLACED WITH EQUIVALENT. ALL EXISTING SECURITY GATES, FENCES AND ACCESS RY SHALL BE MAINTAINED OR REPLACED WITH EQUIVALENT.

**SYMBOL LEGEND**

-  FIRE DEPARTMENT ACCESS ROAD SHALL BE:
  1. CONCRETE TO BE VERTICAL
  2. CLEARANCE TO BE WITH THE EXCEPT FOR PROTECTED TREE SPECIES
  3. A MINIMUM VERTICAL CLEARANCE OF 12' MAY BE ALLOWED FOR PROTECTED TREE SPECIES ADJACENT TO ACCESS ROADS, SHALL BE MAINTAINED TO ACCORDANCE WITH FIRE CODE. SHALL BE CONSTRUCTED WITH PAVED THAT DAMAGED BY ALL WEATHER APPROVED BY THE FIRE DEPARTMENT.
  4. MINIMUM ALLOWABLE CLEARANCE SHALL NOT EXCEED 10'. THE AVERAGE MAXIMUM ALLOWED CLEARANCE SHALL NOT BE GREATER THAN 10'. THE CLEARANCE SHALL BE 8' FEET IN ANY DIRECTION AT ANY POINT WITH A MINIMUM OF 10' FEET OF STRUCTURE CLEARANCE.
-  6' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  8' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  12' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  15' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  18' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  21' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  24' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  27' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  30' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  33' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION
-  36' WIDE FIRE DEPARTMENT ACCESS - PAVED WITH WEATHER RESISTANT SURFACE IN EITHER DIRECTION



**SITE PLAN - PHASE I**  
 SCALE: 1"=10'

### GENERAL NOTES

REFER TO ALL SUBMITTALS WITH REGARD TO SQUARE FOOTAGE AND NUMBER OF PARKING SPACES

- EXISTING UTILITIES**
- ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THE CONSTRUCTION DOCUMENTS. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THE CONSTRUCTION DOCUMENTS.
  - ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THE CONSTRUCTION DOCUMENTS.
  - ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THE CONSTRUCTION DOCUMENTS.
  - ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SHOWN OTHERWISE ON THE CONSTRUCTION DOCUMENTS.

### SYMBOL LEGEND

- FIRE DEPARTMENT ACCESS ROAD SHALL BE: 1. 10 FEET WIDE MINIMUM, 12 FEET MINIMUM VERTICAL CLEARANCE OF 12 FEET MINIMUM ALLOWED FOR EXISTING PAVED SPACES. 2. PAVED WITH ASPHALT OR CONCRETE. 3. ACCORDANCE WITH FIRE CODES. 4. SHALL BE CONSTRUCTED WITH PAVING THAT COMPLIES AS ALL UTILITIES ARE APPROVED BY THE FIRE DEPARTMENT. 5. MAXIMUM ALLOWABLE GRADES SHALL NOT EXCEED THE APPROVED MAXIMUM ALLOWED GRADES SHALL NOT BE GREATER THAN 1% GRADES SHALL BE 30 FEET IN LENGTH AT MAXIMUM INTERVAL OF 30 FEET. 6. INSTALLED WITH A MINIMUM OF 18 FEET OF BRUSH CLEARANCE.
- 6-8 FEET WIDE PAVED ACCESS - PAVED WITH ASPHALT OR CONCRETE. ALL UTILITIES SHALL BE APPROVED BY THE FIRE DEPARTMENT.
- 6-8 FEET WIDE PAVED ACCESS - TRUCK CLEARING OF RECYCLED GRAVEL WITH 18 FEET BRUSH CLEARANCE. ALL UTILITIES SHALL BE APPROVED BY THE FIRE DEPARTMENT.
- 10 FEET WIDE PAVED ACCESS - PAVED WITH ASPHALT OR CONCRETE. ALL UTILITIES SHALL BE APPROVED BY THE FIRE DEPARTMENT.
- BUILDING ELEVATIONS SERVED BY FIRE TRUCK ACCESS
- BUILDING ELEVATIONS SERVED BY WET STANDPIPE CONNECTION



**SITE PLAN - PHASE II**  
SCALE: 1/8"=1'-0"



Consultants:

**STRUCTURAL ENGINEER**  
XPFF Consulting Engineers  
201 N. Lake Avenue, Suite 500  
Pasadena, CA 91101

**MEP ENGINEER**  
S&B Ecology/VSP Plack & Kurtz  
400 Howard Street, Suite 500  
San Francisco, CA 94105

**LIGHTING CONSULTANT**  
David Nelson and Associates, LLC  
P.O. Box 27824  
Lubbock, TX 79402

Owner's Consultants:

**CIVIL ENGINEER**  
Stanley Consulting  
200 Conroy Ridge Avenue  
Thousand Oaks, CA 91320

**LANDSCAPE ARCHITECT**  
Van Alen Associates  
255 Palm Avenue  
Santa Barbara, CA 93101

Revisions:

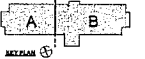
ADDENDUM A 12/17/10

**CONRAD N. HILTON FOUNDATION**

30500 AGOURA ROAD  
AGOURA HILLS, CA 91301

Drawing Title:

LEVEL ONE PLAN



Date: 12/17/10

Job No: L104408

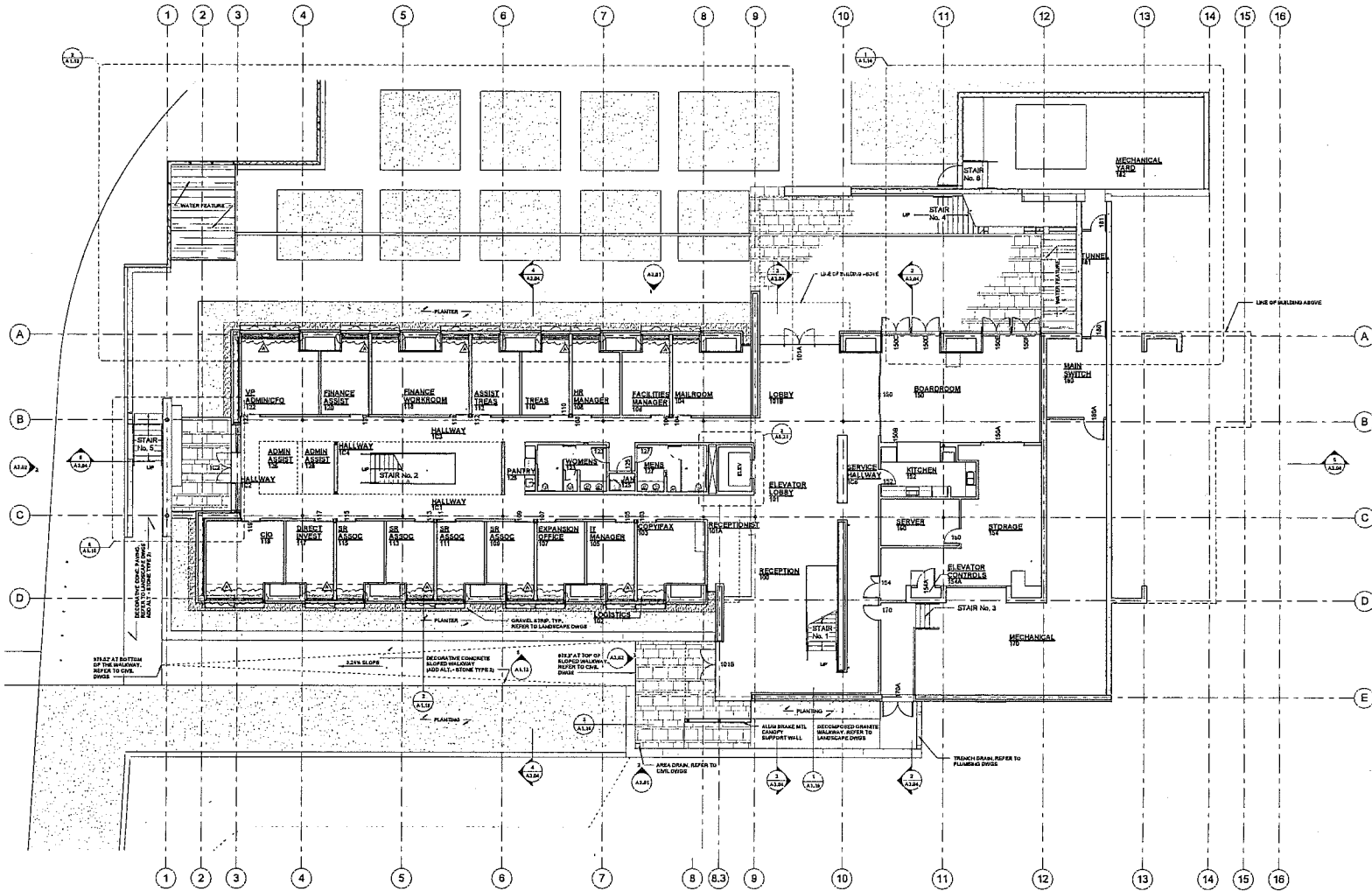
Drawn By: TM

Checked By: JM

Drawn By:

**A2.01**

BID SET



LEVEL ONE PLAN  
SCALE: 1/8" = 1'-0"

Consultants

**STRUCTURAL ENGINEER**  
WFF Consulting Engineers  
281 N. Lake Avenue, Suite 550  
Pasadena, CA 91101

**MEP ENGINEER**  
B&B Ecology/WSP Flack & Kurtz  
485 Fourth Street, Suite 500  
San Francisco, CA 94105

**LIGHTING CONSULTANT**  
David Nelson and Associates, LLC  
P.O. Box 213254  
Littleton, CO 80127

Owner's Consultants

**CIVIL ENGINEER**  
Sutcliffe Consulting  
280 Canyon Ridge Avenue  
Thousand Oaks, CA 91320

**LANDSCAPE ARCHITECT**  
Van Allen Associates  
235 Park Avenue  
Santa Barbara, CA 93101

Revisions

ADDENDUM A 12/17/10

**CONRAD N. HILTON FOUNDATION**  
30501 AGOURA ROAD  
AGOURA HILLS, CA 91301

Drawing Title

LEVEL TWO PLAN



SEIZMAN

Date: 10/17/10

Job No: 131664.02

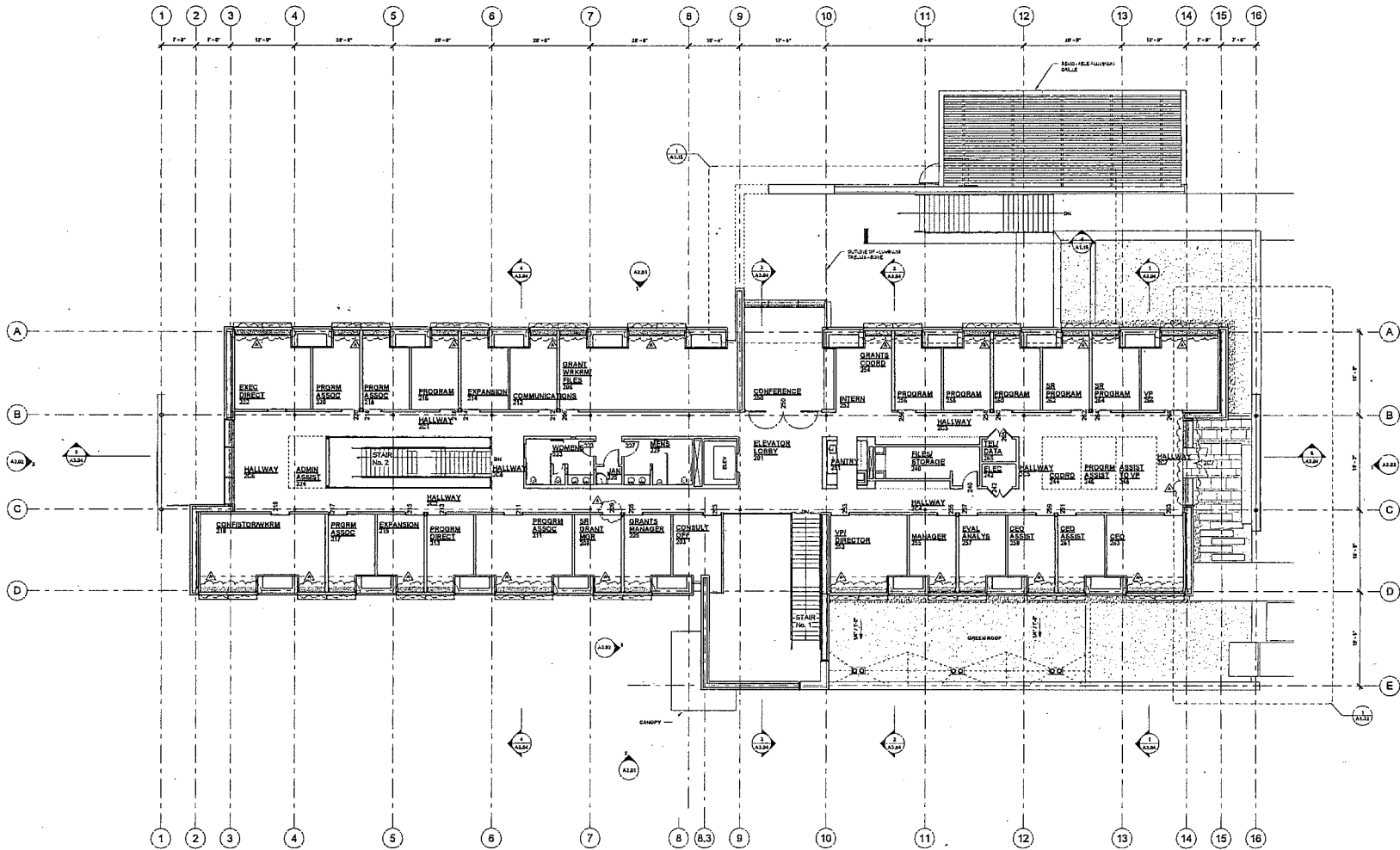
Drawn By: TJA

Checked By: JH

Drawing No.

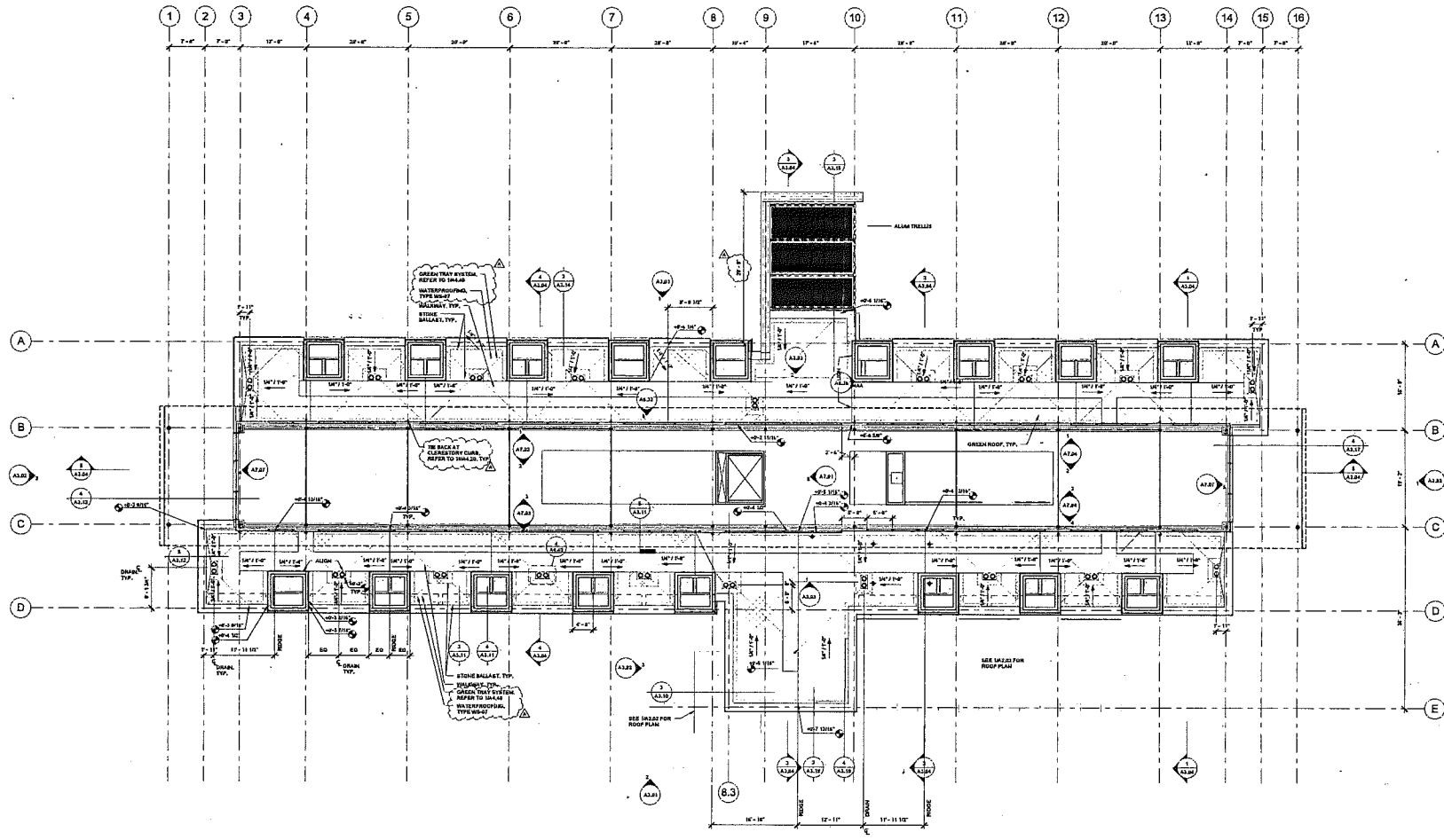
**A2.02**

BID SET



1 SECOND LEVEL PLAN  
SCALE: 1/8" = 1'-0"





**NOTE:**  
1. ROOF ELEVATION POINTS TAKEN FROM LOW ROOF  
2. ELEVATION SEE ANNOTATED ELEVATION POINTS  
FOR EDGE OF SLAB PLANS SEE DIMENSIONS

**SYMBOL LEGEND:**  
 [Symbol] GREEN TRAY SYSTEM  
 [Symbol] PERIMETER STONE BALLAST  
 [Symbol] WALKING PAD 4'-6" WIDE, TYP.  
 [Symbol] TRUCKS SEE DIMENSIONS

**PLAN - LOW ROOF**  
SCALE: 1/8" = 1'-0"

12/17/2010 12:56:43 PM

FOUNDA-  
TION  
500 ANGELES  
WASHINGTON DC  
NEW YORK

815 South Flower Street  
Suite 2000  
Los Angeles, CA 90071  
713.417.1001  
713.417.1002  
www.zgf.com

Contract:  
**STRUCTURAL ENGINEER**  
KPF Consulting Engineers  
501 N. Lake Avenue, Suite 150  
Pasadena, CA 91101

**MEP ENGINEER**  
D&B Ecology MEP Plans & Audit  
455 Howard Street, Suite 500  
San Francisco, CA 94105

**LIGHTING CONSULTANT**  
David Nelson and Associates, LLC  
P.O. Box 27024  
Lafayette, CA 94502

Owner's Consultant:

**CIVIL ENGINEER**  
Stokes Consulting  
250 Conroy Ridge Avenue  
Thousand Oaks, CA 91301

**LANDSCAPE ARCHITECT**  
Van Ada Associates  
250 Palm Avenue  
Santa Barbara, CA 93101

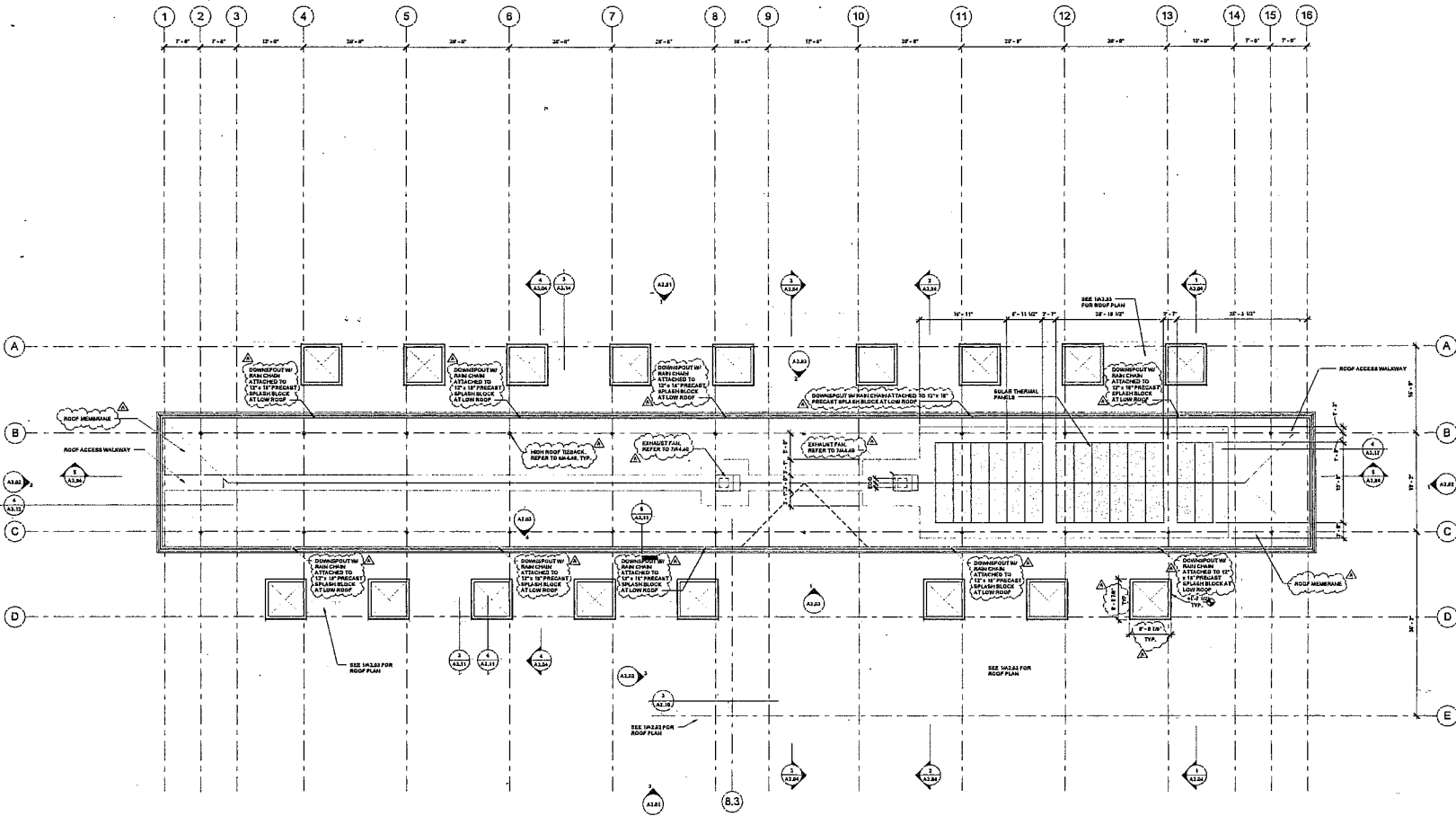
Revision:  
**ADDENDUM A** 12/17/10

**CONRAD N. HILTON FOUNDATION**  
3550 AGOURA ROAD  
AGOURA HILLS, CA 91301





Drawing Title:  
**HIGH ROOF PLAN**

Date: 12/17/10  
Job No.: L2141.05  
Drawn By: JM  
Checked By: JH  
Drawing No.:

**A2.04**  
**BID SET**



**NOTE:**  
1. ROOF ELEVATION POINTS TAKEN FROM HIGH ROOF ELEVATION.  
2. SEE ELEVATION SYSTEM FOR EDGE OF GLASS PANEL SEE 041000.  
3. FOR TYPICAL WALKING PAD SEE 041000. REFER TO 041000.

**SYMBOL LEGEND:**  
 SHADEN TRAY SYSTEM  
 PERIMETER STONE BALLAST  
 WALKING PAD - 4'-0" WIDE, TYP.  
 TERRACE SEE 041000

**PLAN - HIGH ROOF**  
SCALE: 1/8" = 1'-0"

12/17/10 12:56:01 PM

Contract:

STRUCTURAL ENGINEER  
WSPF Consulting Engineers  
201 N. Lake Avenue, Suite 100  
Pasadena, CA 91101

MEP ENGINEER  
Burr Eskogby WSP Flack & Kurtz  
400 Howard Street, Suite 100  
San Francisco, CA 94105

LIGHTING CONSULTANT  
David Nelson and Associates, LLC  
P.O. Box 23224  
Littleton, CO 80127

Owner's Consultant:

CIVIL ENGINEER  
Stantec Consulting  
225 Conroy Ridge Avenue  
Thousand Oaks, CA 91320

LANDSCAPE ARCHITECT  
Van ARA Associates  
234 Park Avenue  
Santa Barbara, CA 93101

Revised:

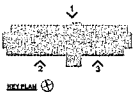
APPENDUM A 12/17/10

## CONRAD N. HILTON FOUNDATION

35200 AGOURA ROAD  
AGOURA VILLAGE, CA 91301

Drawing Title:

EXTERIOR ELEVATIONS



Date: 12/17/10

Job No: 12104.02

Drawn By: HW

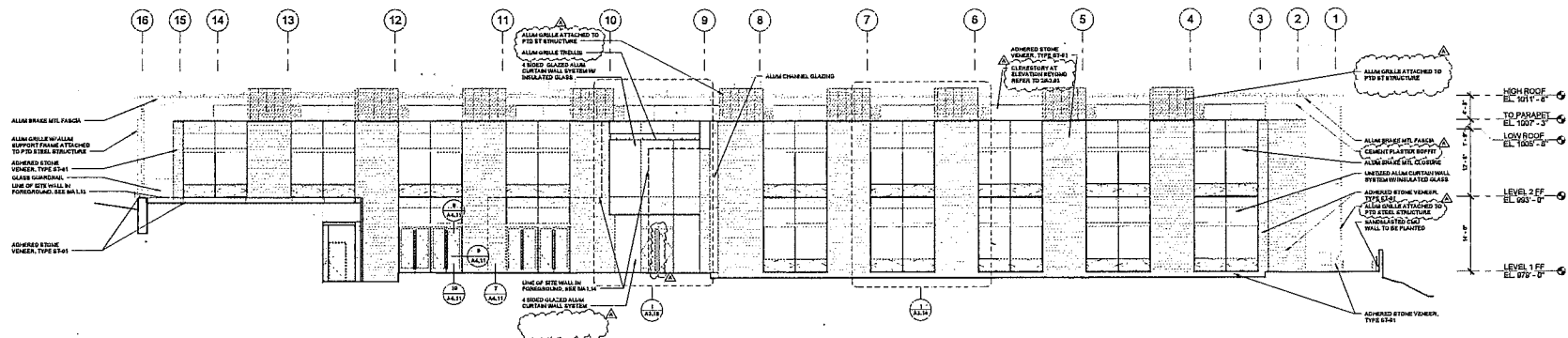
Checked By: JT

Drawing No.

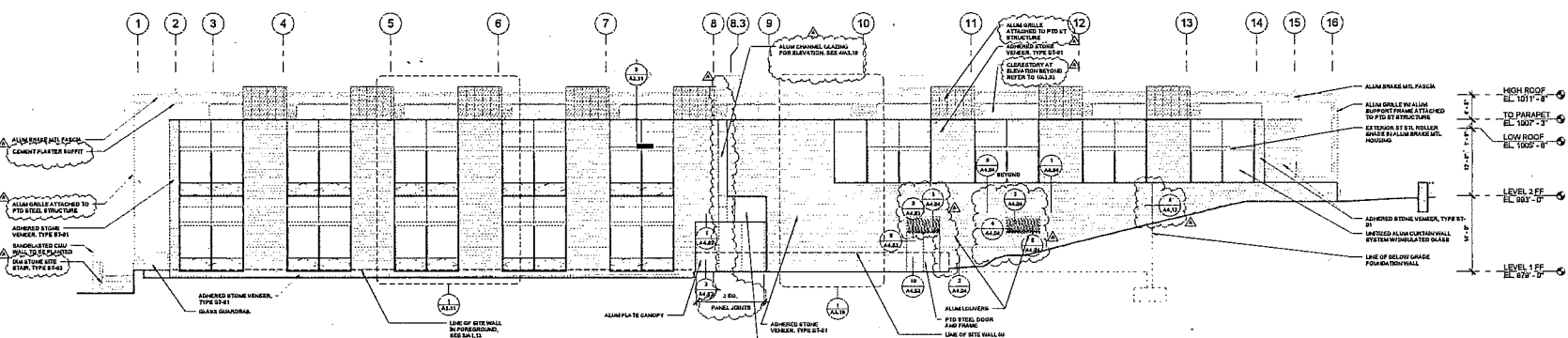
- GENERAL NOTE
1. FOR GLAZING TYPES REFER TO A3 SERIES ENLARGED ELEVATION SHEETS.
  2. ALL EXTERIOR GLAZING TO HAVE A MINIMUM OF ONE TEMPERED PANE.

# A3.01

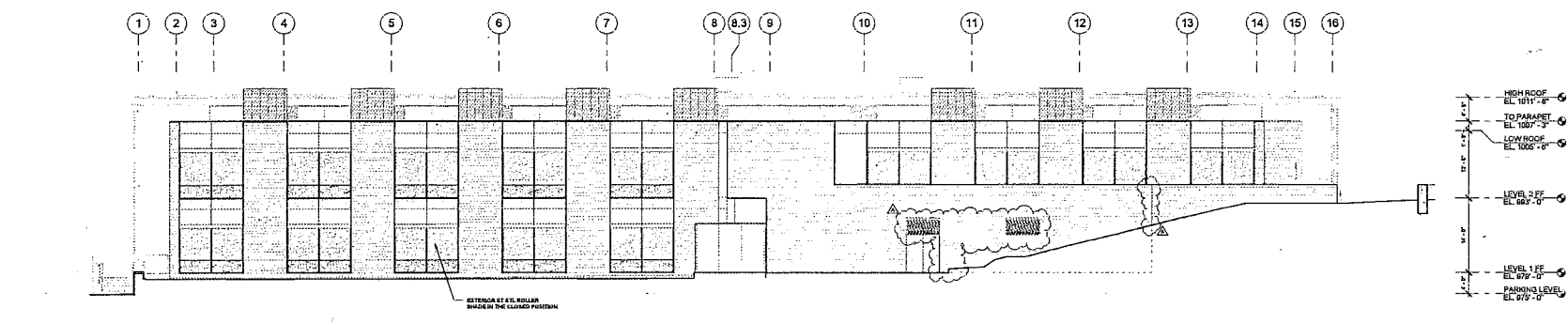
BID SET



**1 NORTH ELEVATION**  
SCALE: 1/4" = 1'-0"

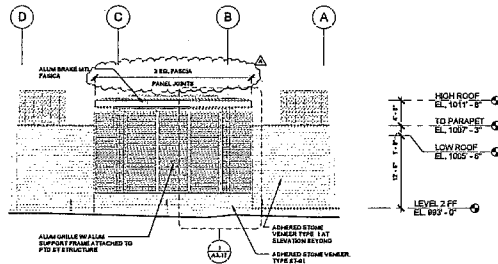


**2 SOUTH ELEVATION**  
SCALE: 1/4" = 1'-0"

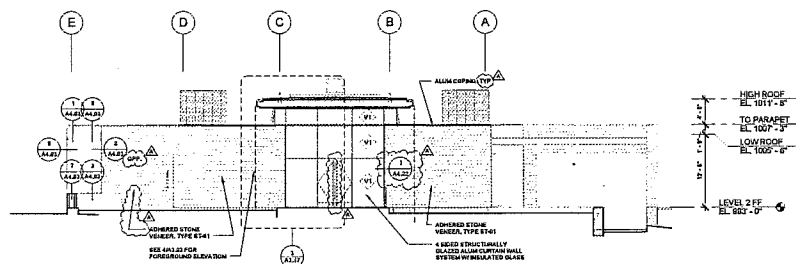


**3 SOUTH ELEVATION - EXTERIOR ROLLER SHADE IN CLOSED POSITION**  
SCALE: 1/4" = 1'-0"

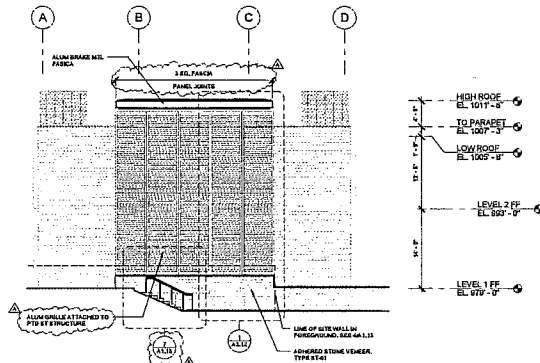
REFER TO 302.2.1 FOR ADDITIONAL NOTES



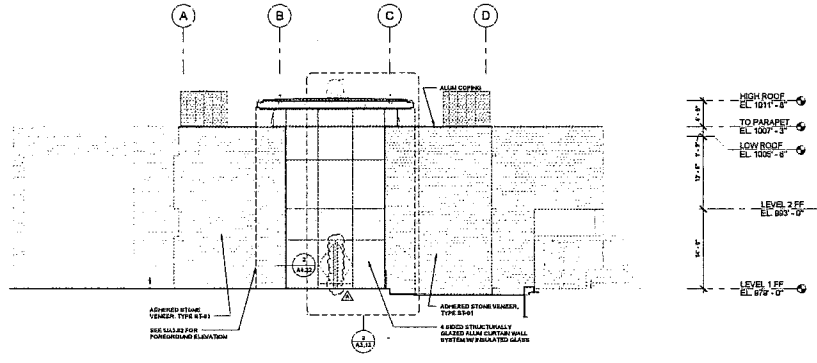
**EAST ELEVATION - OUTSIDE**  
 SCALE: 1/8" = 1'-0"



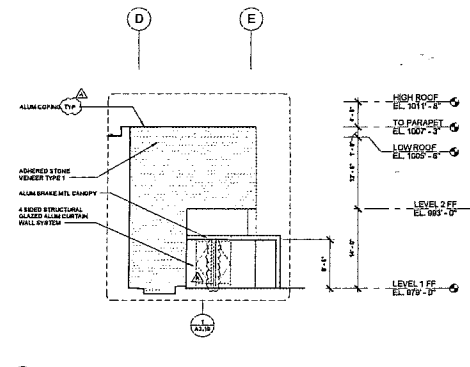
**EAST ELEVATION**  
 SCALE: 1/8" = 1'-0"



**WEST ELEVATION - OUTSIDE**  
 SCALE: 1/8" = 1'-0"

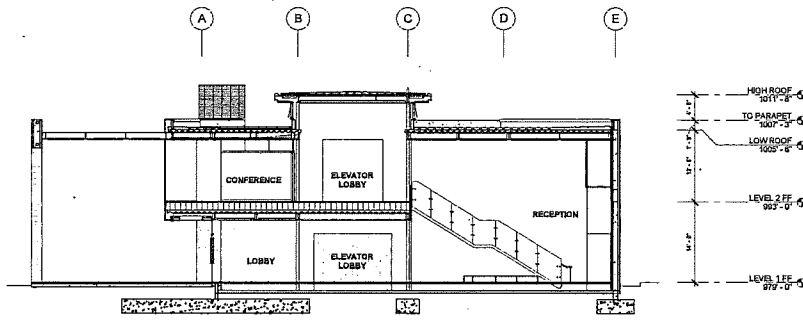
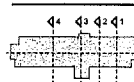


**WEST ELEVATION**  
 SCALE: 1/8" = 1'-0"

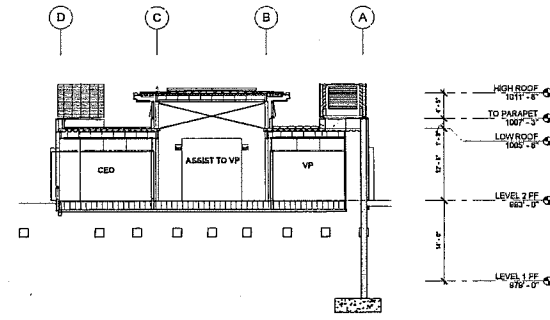


**ENTRY ELEVATION**  
 SCALE: 1/8" = 1'-0"

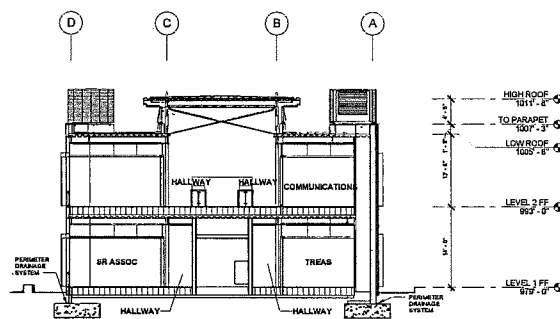
- GENERAL NOTE**
1. FOR GLAZING TYPES REFER TO A3 SERIES ENLARGED ELEVATION SHEETS.
  2. ALL EXTERIOR GLAZING TO HAVE A MINIMUM OF ONE TEMPERED PANE.



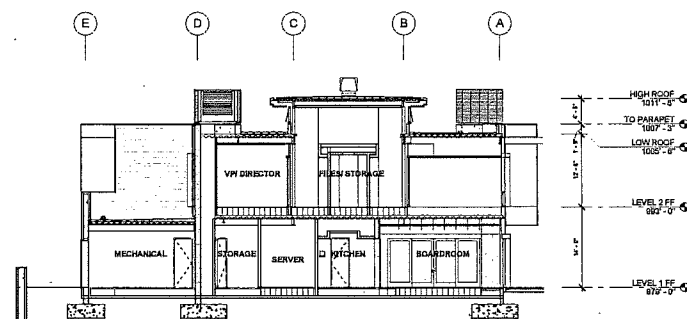
**1 NORTH-SOUTH BUILDING SECTION 3**  
 SCALE: 1/8" = 1'-0"



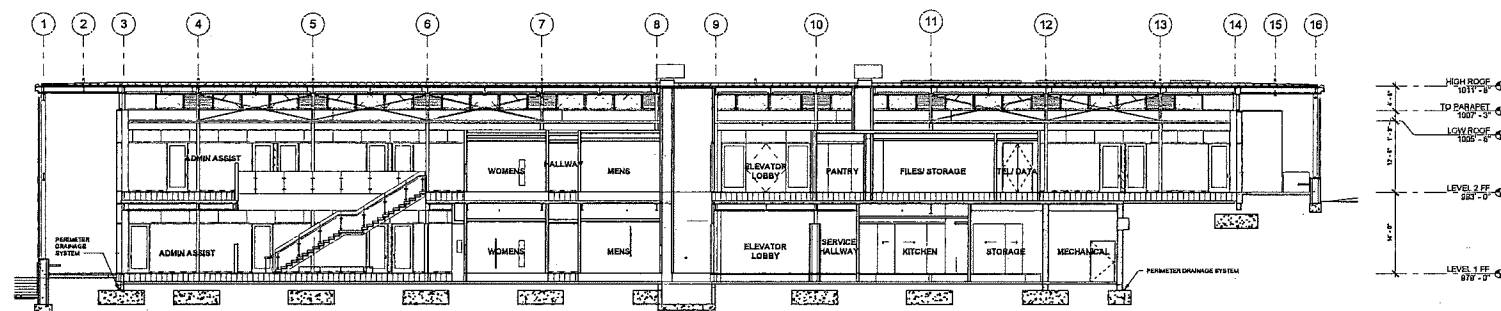
**1 NORTH-SOUTH BUILDING SECTION 1**  
 SCALE: 1/8" = 1'-0"



**1 NORTH-SOUTH BUILDING SECTION 4**  
 SCALE: 1/8" = 1'-0"



**2 NORTH-SOUTH BUILDING SECTION 2**  
 SCALE: 1/8" = 1'-0"



**1 EAST-WEST BUILDING SECTION 2**  
 SCALE: 1/8" = 1'-0"

