

## REPORT TO CITY COUNCIL

**DATE:** MARCH 9, 2011

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

**FROM:** GREG RAMIREZ, CITY MANAGER

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

**SUBJECT:** CONDUCT A PUBLIC HEARING TO CONSIDER A REQUEST FOR A CONDITIONAL USE PERMIT, OAK TREE PERMIT, VARIANCE, VESTING TENTATIVE PARCEL MAP, AND CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT WITH A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR A 90,300 SQUARE FOOT OFFICE CAMPUS AND ENTITLEMENT PROPOSED FOR THE FIRST PHASE OF CONSTRUCTION THAT INCLUDES A 24,000 SQUARE FOOT, TWO-STORY OFFICE BUILDING; AND INTRODUCTION FOR FIRST READING OF ORDINANCE NO. 11-384, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF AGOURA HILLS AND CONRAD N. HILTON FOUNDATION TO DEVELOP THE PROPOSED PROJECT OVER A 25-YEAR PERIOD (CONRAD N. HILTON FOUNDATION, APPLICANT (CASE NOS. 09-CUP-001, VARIANCE CASE NO. 10-VAR-004 (A & B), 09-OTP-003, VTPM 71284, and 09-DA-001)

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Staff is requesting the City Council conduct a public hearing to consider a request from the Conrad N. Hilton Foundation for a Conditional Use Permit, Oak Tree Permit, Variance, and Vesting Tentative Parcel Map to construct a 90,300 square foot office campus in four phases, with entitlement proposed for the first phase of construction that includes a 24,000 square foot, two-story office building. Staff is also requesting the City Council introduce for first reading an Ordinance for the applicant's request for Development Agreement to develop the proposed project over a 25-year period. The City Council is also requested to consider certification of an Environmental Impact Report with a Statement of Overriding Considerations and a Mitigation Monitoring Program for the project.

On January 20, 2011, the Planning Commission held a public hearing for the applicant's proposal to develop two vacant lots of approximately 70 acres in size. Attached for City Council reference is a copy of the January 20, 2011, Planning Commission staff report, which contains more detailed information on the background, project description, and project analysis (Attachment L). Specific

comments by the Planning Commission to convey to the City Council are listed in Attachment H of this report.

The property is located at 30440 and 30500 Agoura Road, west of Reyes Adobe Road, adjacent to and west of the Agoura Hills Corporate Point office complex that is currently under construction. Both of the applicant's parcels are located within the Ladyface Mountain Specific Plan area. The lower, developable portion of the property is located within the Business Park Office/Retail (BP-O/R) sub-area of the Specific Plan.

Specifically, the Planning Commission considered a Conditional Use Permit for 90,300 square feet of development, including 88,800 square feet of office space in four buildings, and a 1,500 square foot maintenance facility. The project would focus development on the central and northern portion of the site. Within the area proposed for development, there are two main subareas: the western portion and the eastern portion.

The Planning Commission also considered the applicant's request for a Development Agreement (Attachment B) to construct the project, at the owner's discretion, in four phases over a 15-year period that can be extended by two, 5-year extensions, for a total 25-year period. Since the Development Agreement requires legislative action through an ordinance, staff is requesting the City Council take final action on the entire project. A copy of the proposed Development Agreement is attached for reference. Along with the request for an extended entitlement period, other major deal points include mostly staff level approvals and permits, including building elevations and architectural plan approval, for the third and fourth phases of construction. The building elevations and architectural plans for the second phase of construction would be subject to Planning Commission approval. The applicant agrees to construct the project as approved, to make significant right-of-way dedications, and to construct in two phases mutually agreed-upon improvements to the Agoura Road right-of-way adjacent to the project.

At this time, the applicant is seeking approval of the master site plan, the master grading plan, and the master landscape plan, and entitlement for the Phase I development at the northeast corner of the property. The applicant intends to design the entire project with LEED (Leadership in Energy and Environmental Design) Platinum level design elements. Phase I development would include construction of a 24,000 square foot, two-story office building, with its proposed site plan, grading, floor plans, building elevations, and landscape plans. Phase I development would include the construction of the Phase I office building, a maintenance structure to serve the Phase I office building, parking and circulation elements, and drainage improvements, as well as landscaping and related outdoor features. With respect to the overall plan for the proposed project, Phase I would also include grading on the slope east of the western debris basin, along the south side of Agoura Road; grading within the Agoura Road right-of-way from the eastern property boundary to the western debris basin; improvement and widening of Agoura Road from the eastern property boundary to proposed western boundary of the eastern parcel; and rough grading for the Phase III building pad. To minimize soil erosion and water run-off, the graded area for the Phase III building would be planted with native vegetation until such time that Phase III is implemented. All rough-graded areas of the property are conditioned to be temporarily landscaped.

The proposed 24,000 square foot Phase I building would consist of two stories, with a maximum height of 35 feet. The Phase I building is envisioned to include offices, a reception area, meeting rooms, and a convenience kitchen. Landscaping is proposed along building facades and internal circulation routes. Garden features would be installed in the parking lot area, obscuring and softening the façade appearance. The proposed 750 square foot ancillary maintenance structure would be situated on the west end of the proposed parking lot area. A first-flush detention basin, to be located north of the Phase I parking lot, would collect and hold the first ¾-inch of water from the development footprint and adjacent sections of Agoura Road until it is released into the off-site storm drain system.

Vehicular access for Phase I would be provided from a driveway off of Agoura Road at the northeast corner of the site (actually off-site so as to align with another driveway located directly north, on the north side of Agoura Road). A total of 75 parking spaces would be provided in a surface parking lot west of and adjacent to the Phase I building (the “central parking lot”); the entry drive would consist of an internal landscaped roadway providing on-site access to the surface parking lot; and a landscaped pedestrian walkway would provide connectivity between the parking and office uses.

No building elevation plans are proposed at this time for Phases II, III, and IV. Project development during Phases I and III would occur primarily on the east portion of the site. Project development during Phases II and IV would occur on the western portion of the site. No grading for Phases II and IV is proposed as part of the Phase I development. The applicant is proposing to install the approximate 1,900 linear feet of street improvements for the widening of Agoura Road in two phases, with the street improvements along the eastern portion of the property being completed during the Phase I construction. The western street improvements are proposed to be installed during the second phase of development.

The master site plan and grading plan call for the removal of 65 oak trees (including 29 scrub oaks) and encroachment within the protected zone of 36 oak trees (including 4 scrub oaks) . The requested Oak Tree Permit would include the requirement for 669 inches of new oak tree trunk diameter. The master plans also call for two variance requests. One variance request is for a reduction in required parking. The applicant is requesting to provide 271 total parking spaces instead of the minimum Zoning Ordinance requirement of 300 total parking spaces for the project. The second variance request is for three retaining walls to exceed six feet in height. Specifically, an 11-foot and a 12-foot high retaining wall are proposed along the upper portions of the westerly on-site driveway that would provide access for Phases II and IV. An approximate 10-foot high wall is proposed along the backside of the maintenance facility located on the west side of the Phase I parking lot that will be screened from view from Agoura Road. The applicant is also requesting approval of Vesting Tentative Parcel Map to adjust the parcel lines of the two parcels to accommodate locating the Phase I development entirely within the eastern parcel. The applicant has installed story poles on the site as reference for the proposed building locations and finished building heights (top of story poles).

The Planning Commission unanimously recommended approval of the project, which includes the Conditional Use Permit, Oak Tree Permit, Variances, and Vesting Tentative Parcel Map. The Planning Commission also recommended the City Council certify the project Environmental Impact

Report (EIR) with a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program. The EIR addresses each of the written comments received during the comment period and incorporated the responses within the project Final EIR. The Final EIR has been completed and distributed to the Planning Commission for consideration and for a recommendation to the City Council for certification or denial. The Final EIR has also been distributed to the City Council for final action. Certifying the Final EIR would simply mean that the City Council believes the Final EIR was completed in compliance with CEQA and adequately analyzes the project's environmental impacts and that the proposed project alternatives discussed within the Final EIR have been considered. If the City Council feels the Final EIR does not adequately analyze the project impacts, the EIR consultant would be directed to remedy any deficiencies in the Final EIR and present the revised Final EIR for further consideration. Certifying the Final EIR is not the same as approving the Conditional Use Permit or other entitlement requests. If the City Council approves the project entitlements, the City Council must find that the Final EIR was prepared pursuant to CEQA and that the City Council reviewed the information in the Final EIR in reaching its decision. It should be noted, however, that if the project is not approved by the City Council, no action is required regarding the Final EIR.

Anticipated impacts of this project have been identified for each environmental resource discussed within the Final EIR. The Final EIR identifies the following significant impact on the Ojai navarretia plant species created by the parking lot for which mitigation measures have been incorporated to the extent feasible, but which are not mitigable to a less than significant level, and therefore are considered to be "significant and unavoidable" impacts of the Project.

"The Ojai navarretia plant species is seriously threatened in California. Construction of Phase I of the project parking lot and access road would remove approximately 0.27 acres of this species, and construction of the Phase II access trail would remove an additional 15 individual Ojai navarretia plants. Besides direct effects associated with the loss of habitat, the Ojai navarretia species would be subjected to indirect effects associated with the change of land use to a business park use. Given the location of the population adjacent to the parking lot, the primary indirect effects to the remaining habitat would be micro-climate changes associated with solar heating of the parking lot, possible over-irrigation associated with landscaping plants, and use of pesticides. Because of the relative rareness of this species and the loss of about 87% of known occupied habitat at this site, this is considered a significant impact."

The Planning Commission considered a reasonable range of alternatives to the project that were identified within the Final EIR, as required by CEQA. These alternatives included 1) No Project; 2) Parking Lot Redesign; and 3) Reduced Density, as addressed in Section 6.0 of the Final EIR. Subsequently, a second errata to the Final EIR was prepared that includes revisions to the EIR Alternatives Section (Section 6.0) that respond to the requests from members of the public and Planning Commission for clarification on the alternatives being studied and consideration of additional alternatives that would reduce impacts to the Ojai navarretia located onsite. These new alternatives are listed in the EIR second errata as Alternative 4 (Ojai navarretia Impact Reduction – Parking Lot Relocation), and Alternative 5 (Ojai navarretia



Impact reduction – Parking Capacity Reduction). The second errata also includes revisions to Mitigation Measures BIO-2(a), and revisions to Response 9.3 of the response to comments on the Draft EIR (Section 8.0 of the Final EIR). A copy of the second errata is attached to this report for reference (Attachment K).

For the reasons specified in the Final EIR, the City Council is asked to find that the economic, legal, social, technical and other benefits of the project have been balanced against the project's environmental risks, and that none of the alternatives identified in the Final EIR, including Alternatives 4 and 5, relative to the Ojai navarretia species, that are included in the second errata, fully accomplishes the goals and objectives of the proposed project after mitigations have been applied. The City Council is also asked to consider finding that each and any one of the benefits of the proposed project included in the draft Resolution, standing alone or in combination with the others, outweighs each unavoidable adverse environmental effect of the project, and adopt a Statement of Overriding Considerations as required by CEQA (and included in the draft Resolution).

To assure that all recommended mitigation measures will be appropriately addressed prior to and during building construction, the applicant will be responsible for complying with the Environmental Mitigation Monitoring Program within the Final EIR.

## **RECOMMENDATION**

Staff respectfully recommends the City Council conduct a public hearing and approve Resolutions 11-1617 through 11-1622, for Conditional Use Permit Case No. 09-CUP-11, Variance Case No. 10-VAR-004 (A & B), Oak Tree Permit Case No. 09-OTP-003, Vesting Tentative Parcel Map No. 71284, and certification of an Environmental Impact Report with a Statement of Overriding Considerations and a Mitigation Monitoring Program, to construct a 90,300 square foot office campus in four phases, with entitlement proposed for the first phase of construction that includes a 24,000 square foot, two-story office building. Staff also requests City Council introduce, read by title only, and waive further reading of Ordinance No. 11-384 for approval of a Development Agreement between the City of Agoura Hills and Conrad N. Hilton Foundation for the proposed project.

- Attachments:
- A. Draft Resolution No. 11-1617 (EIR Certification and Statement of Overriding Considerations)
  - B. Draft Ordinance No. 11-384 (Development Agreement)
  - C. Draft Resolution No. 11-1618 (Conditional Use Permit)
  - D. Draft Resolution No. 11-1619 (Variance-A)
  - E. Draft Resolution No. 11- 1620 (Variance-B)
  - F. Draft Resolution No. 11-1621 (Oak Tree Permit)
  - G. Draft Resolution No. 11-1622 (Vesting Tentative Parcel Map)
  - H. Planning Commission Comments
  - I. Letters/Emails from the Public
  - J. Applicant's Response to Letter from Joan Yacovone
  - K. Second EIR Errata
  - L. Planning Commission Staff Report (January 20, 2011)
  - M. Planning Commission Meeting Minutes (January 20, 2011)
  - N. Reduced Copies of Project Plans
  - O. Planning Commission Resolution Nos. 11-1020 through 11-1026

## **RESOLUTION NO. 11-1617**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE CONRAD N. HILTON FOUNDATION HEADQUARTERS CAMPUS PROJECT (STATE CLEARINGHOUSE NO. 2010071025); MAKING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS; AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM (FOR CONDITIONAL USE PERMIT CASE NO. 09-CUP-001; VARIANCE CASE NO. 10-VAR-004 (A&B), OAK TREE PERMIT CASE NO. 09-OTP-003, VESTING TENTATIVE PARCEL MAP NO. 71284, AND DEVELOPMENT AGREEMENT CASE NO. 09-DA-001)**

**THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:**

Section 1. An application for approval of the Conrad N. Hilton Foundation Headquarters Campus Project (“Project”) and certification of the project Final Environmental Impact Report was duly filed by Conrad N. Hilton Foundation for property located at 30440 and 30500 Agoura Road (APN 2061-002-024 and 2061-002-048), for construction of 90,300 square foot office complex (Conditional Use Permit Case No. 09-CUP-001, Variance Case No. 10-VAR-004 (A&B), Oak Tree Permit Case No. 09-OTP-003, Vesting Tentative Parcel Map 71284, and Development Agreement Case No. 09-DA-001. A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California, 91301. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. On a 5-0 vote, per Resolution No. 11-1026, the Planning Commission recommended the City Council certify the project Final Environmental Impact Report (State Clearinghouse No. 2010071025), adopt a Statement of Overriding Considerations, and adopt a Mitigation Monitoring Program.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. On October 21, 2010, a Draft Environmental Impact Report (DEIR) was published for the Project in the City of Agoura Hills. A Notice of Preparation and Request for Agency Input Regarding the Scope of the EIR was properly noticed and circulated for public review.

Section 4. The availability of the Draft Environmental Impact Report (DEIR) for public review was duly noticed. The DEIR was circulated to the State Clearinghouse for the State of California's Office of Planning and Research, as well as to other responsible trustee and/or interested agencies and persons. The DEIR was circulated for public comment for a period of 45 days, as required by law. On November 4, 2010, the Planning Commission held a public meeting to receive comments regarding the adequacy of the DEIR. The City of Agoura Hills (City) accepted and responded in writing to comments relating to California Environmental Quality Act (CEQA) issues, as required by law. Both the comments and the City's written responses thereto were incorporated in the Final Environmental Impact Report (FEIR) as required by CEQA. Responses were returned to the commenting agencies at least ten (10) days prior to the certification of the FEIR, pursuant to Public Resources Code Section 21092.5. The City Council finds that the public and government agencies have been afforded ample notice and opportunities to comment on the Notice of Preparation and Request for Agency Input Regarding the Scope of the EIR, the DEIR and the FEIR.

Section 5. In accordance with CEQA, the City's Local CEQA Guidelines, and State CEQA Guidelines, the City prepared the Final Environmental Impact Report (Final Program EIR) for the project. The Final EIR was comprised of the DEIR, the technical appendices noted and incorporated therein, public comments and the City's responses thereto, amendments to the DEIR, and the Mitigation Monitoring and Reporting Program.

Section 6. On January 20, 2011, the Planning Commission considered the Project and FEIR at a duly noticed public hearing, as prescribed by law, at which time interested persons had an opportunity to, and did, testify either in support of or opposition to this matter.

Section 7. On March 9, 2011, the City Council considered the Project and FEIR at a duly noticed public hearing, as prescribed by law, at which time interested persons had an opportunity to, and did, testify either in support of or opposition to this matter.

Section 8. The City Council hereby finds that the FEIR for the Project was completed in compliance with the provisions of CEQA and the guidelines promulgated pursuant thereto, the City's local CEQA guidelines, and is legally adequate. The City Council has reviewed and considered the contents of the FEIR prior to deciding whether to recommend approval of the proposed Project. Based on the facts stated in this Resolution and substantial evidence in the record of this proceeding, the City Council hereby certifies the FEIR.

Section 9. Based upon the FEIR, public comments, and the record before the City Council, the City Council hereby finds that the FEIR identifies less than significant impacts to the following areas: land use/planning; transportation/traffic; hazards and hazardous materials; public services; aesthetics; population/housing; agricultural and forest resources;

mineral resources; utilities/service systems; hydrology and water quality; and greenhouse gas emissions.

Section 10. Based upon the FEIR, public comments, and the record before the City Council, the City Council hereby finds that the FEIR identifies the potentially significant environmental effects for which feasible mitigation measures have been identified that will avoid or reduce the effects to a less than significant level: air quality (construction dust control); biology (wildlife: sensitive wildlife survey, bird nesting surveys, and lighting requirements; jurisdictional drainages: agency consultation, replacement ratio, and riparian habitat restoration; oak trees: oak tree protection and mitigation, grading, and oak tree replacement; and rare plants: flagging and buffers for Agoura Hills Dudleya); cultural resources (archaeological resources: construction monitoring, and archaeological discovery; and paleontological resources: paleontological monitoring); and geology and soils (erosion control measures).

Section 11. The City Council hereby adopts the mitigation measures set forth in the FEIR and to impose each mitigation measure as a condition of approval of the Project. The City Council further adopts the Mitigation Monitoring and Reporting Program included as part of the FEIR.

Section 12. Statement of Overriding Considerations. The FEIR identifies the following significant impacts for which mitigation measures have been incorporated to the extent feasible, but which are not mitigable to a less than significant level, and therefore are considered to be “significant and unavoidable” impacts of the Project.

1. The Ojai navarretia plant species is seriously threatened in California. Construction of Phase I of the project parking lot and access road would remove approximately 0.27 acres of this species, and construction of the Phase II access trail would remove an additional 15 individual Ojai navarettia plants. Besides direct effects associated with the loss of habitat, the Ojai navarettia species would be subjected to indirect effects associated with the change of land use to a business park use. Given the location of the population adjacent to the parking lot, the primary indirect effects to the remaining habitat would be micro-climate changes associated with solar heating of the parking lot, possible over-irrigation associated with landscaping plants, and use of pesticides. Because of the relative rareness of this species and the loss of about 87% of known occupied habitat at this site, this is considered a significant impact.

The FEIR identifies and analyzes a reasonable range of alternatives to the Project, as required by CEQA. For the reasons specified herein and in the FEIR, the City Council hereby finds that the economic, legal, social, technical and other benefits of the Project have been balanced against the Project’s environmental risks. Further, none of the alternatives identified

in the FEIR fully accomplishes the goals and objectives of the proposed Project. The City Council finds that each and any one of the following benefits of the proposed Project, standing alone or in combination with the others, outweighs each unavoidable adverse environmental effect of the Project being approved at this time, and the City Council hereby adopts a Statement of Overriding Considerations as required by CEQA.

1. The project, as designed, will preserve additional biological resources on the site, including oak habitat, and will enhance open space protection elsewhere on the property.
2. The project preserves the bio-swale and bio-detention basin designs that needed to reduce off-site drainage.
3. The project, as designed, will eliminate the need for additional parking structures or additional surface parking area.
4. The project, as designed, minimizes potential visual impacts as viewed from the public roadway.
5. The central parking lot best serves the ultimate build-out of the four phases of building construction by concentrating the parking in an area that will serve all four buildings and reducing additional surface grading.
6. The project will provide a high quality building design that provides for office use as allowed in the Ladyface Mountain Specific Plan, and would generate additional tax revenues and employment opportunities in the City.
7. The phased development of construction will ensure protection of the natural areas of the property until expansion of the office complex is needed.
8. The City is legally required to permit economically viable development of private property.

Section 13. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Project, the City Council hereby certifies the Final Program Environmental Impact Report (State Clearinghouse No. 2010071025), makes the environmental findings pursuant to the CEQA, adopts a Statement of Overriding Considerations, and adopts a Mitigation Monitoring and Reporting Program.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**ORDINANCE NO. 11-384**

**AN ORDINANCE OF THE CITY COUNCIL OF AGOURA HILLS  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE  
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 the Conrad N. Hilton Foundation with respect to a request for a Development Agreement and other land use entitlements on properties located on approximately 0.2 miles southwest of the intersection of Agoura Road and Reyes Adobe Road (Assessor's Parcel Nos. 2061-002-048 and 2061-002-024) in the City of Agoura Hills, in the County of Los Angeles, State of California. In addition to the Development Agreement, the applicant has requested approval of a Conditional Use Permit, oak tree permit, vesting parcel map and variances to construct a four-building office campus headquarters for an international charitable foundation and associated improvements on property that is currently vacant. A duly noticed public hearing was held on March 9, 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 2. 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 property is designated as SP (Specific Plan) and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the Ladyface Specific Plan;
- 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;
- 3) Will not be detrimental to the health, safety and general welfare as the project approvals, mitigation monitoring program and development agreement will guarantee adequate infrastructure, safety measures and public services such as police, fire, utilities and sanitation;
- 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 dedication of open space and removal of unsightly buildings and billboards from the property will likely enhance surrounding property values.

- 5) Is consistent with the provisions of Government Code 65864 through 65869.5.

Section 3. Based upon the aforementioned findings, the City Council hereby approves the Development Agreement between Conrad N. Hilton Foundation and the City of Agoura Hills attached hereto as Exhibit "A" and incorporated herein by reference.

Section 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the City's official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days after its adoption. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed development agreement shall be recorded against the title to the property.

Section 6. The City Council has certified an Environmental Impact Report for the Project (State Clearinghouse No. 2010071025) and 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, Resolution No. 11-1618. Said Resolution is incorporated herein by this reference as though set forth in full. Those actions apply equally to this approval and are incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED this 23d day of March 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC, City Clerk

EXHIBIT A



EXHIBIT A

Development Agreement

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

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

No Recording Fee (Government Code 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;
- (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 Ladyface Mountain Specific Plan;

(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, the Ladyface Mountain Specific 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 or reduced 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 \_\_\_\_\_, 2011.

(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 "D" attached hereto.

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

(f) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (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. 2011-\_\_\_ 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 \_\_\_\_\_, 2011.

(k) "EIR" shall mean the final Environmental Impact Report (State Clearinghouse No. 2010071025) 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 Parcel Map No. 71284, Conditional Use Permit No. 09-CUP-001, Oak Tree Permit No. 09-OTP-004 and Variance No. 10-VAR-004 approved by the City Council 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, but for this Agreement, 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 except as approved in advance by the City Council.

(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 (in relevant part):



"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...."

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 70.27 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 Federal and State 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 Vesting Parcel Map creating the legal parcels contemplating development of the Project, the Foundation will dedicate to the City an easement for public right-of-way purposes 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 this easement 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 this easement, the Foundation will be required to dedicate rights to the material portion of its developable property. Prior to dedication, the Foundation shall clear that portion of 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 for additional road and traffic improvements or other concomitant affects of vehicle travel, e.g. air quality, sound, etc. 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 is 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 Effective 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, 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) of the infeasible Condition of Approval, (ii) has a nexus to the Project, and (iii) does not exceed the cost to the Foundation estimated for 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 interruption or 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. 09-OTP-003.

(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 Phase 1 only. No further architectural review and approval will be required for Phase 1 provided that the architecture substantially conforms to the CUP approval thereof. For Phase 2, Foundation will apply for future architectural review and any other required discretionary permits pursuant to the Applicable Rules and the City's normal public hearing processes. 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 approved 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 "C."

(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 affect 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 phase 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 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 order and a written, reasoned opinion in support thereof. Such order may include reasonable attorneys' fees to the prevailing Party as set forth in Section 7 (jj) below. Judgment upon the order 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.

(c) No Monetary Damages Remedy Against City. The parties acknowledge that the City would not have entered into this Development Agreement had it been exposed to monetary damage claims from Developer for any breach, termination or default hereunder. As such, the parties agree that in no event shall Developer be entitled to recover money damages of any amount against City for City's breach, termination or default under 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. However, subject to the provisions of Section 1(y) above, Foundation may not transfer 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, without the City's advance written consent. City's consent shall not be unreasonably withheld if the proposed transferee is a charitable non-profit foundation with the intent to use the Property as its own office campus.

(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 venture 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 draftsperson, 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



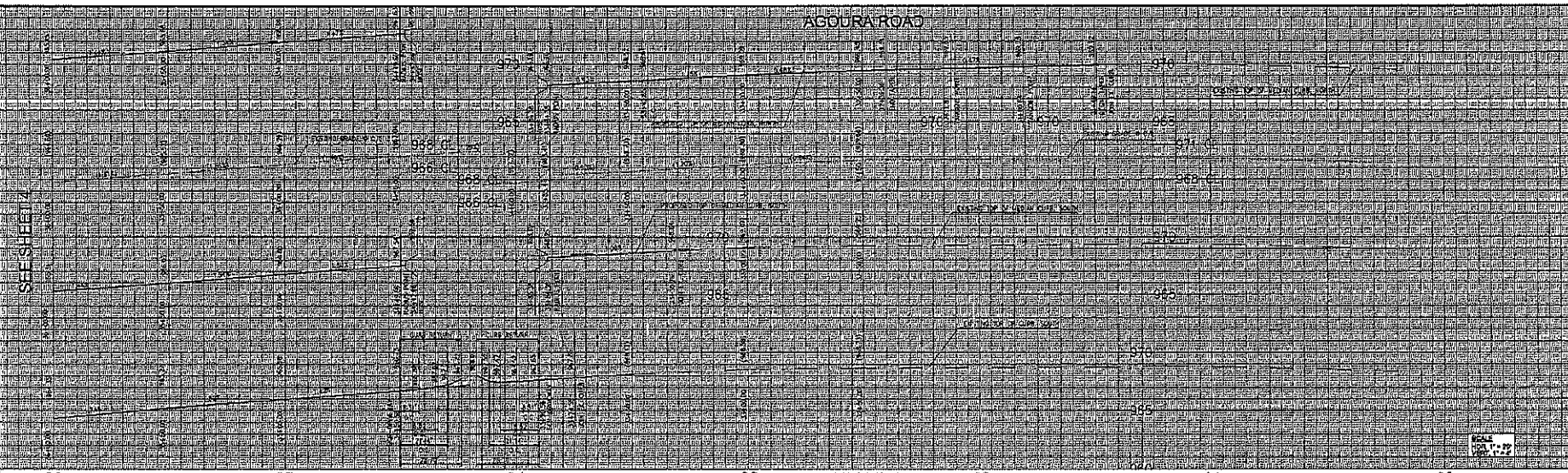
EXHIBIT "C"

Agoura Road Improvement Plans





AGOURA ROAD



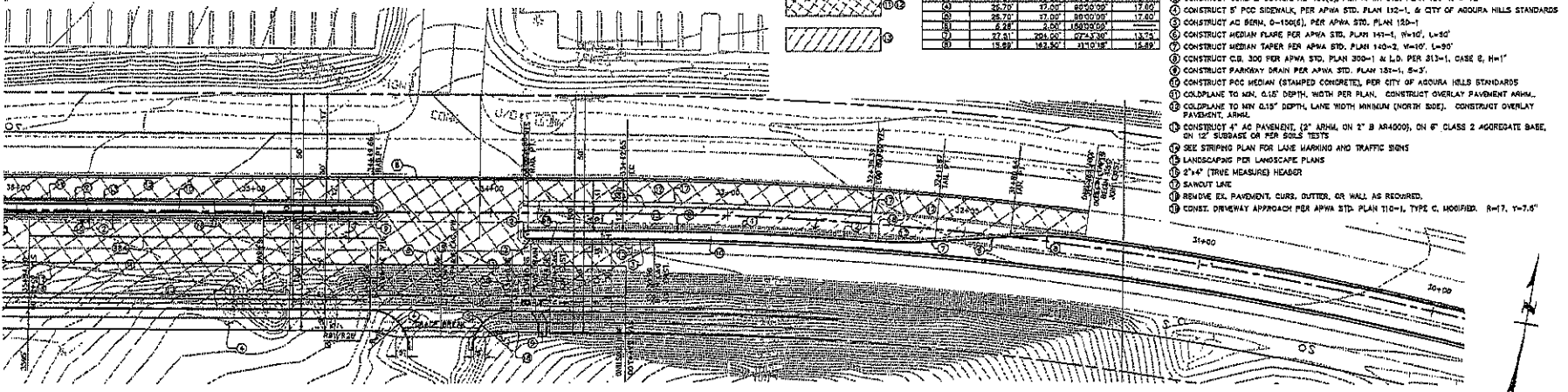
PROFILE  
AGOURA ROAD

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
(1)	107.75	1493.00'	03°24'40"	81.41'
(2)	8.28'	2.00'	180°00'00"	0.00'
(3)	11.85'	1449.00'	02°27'22"	8.54'
(4)	32.70'	35.00'	82°00'00"	17.60'
(5)	25.70'	37.00'	88°00'00"	17.60'
(6)	6.28'	2.00'	180°00'00"	0.00'
(7)	37.31'	104.00'	07°25'30"	13.74'
(8)	15.82'	143.50'	31°10'18"	15.82'

CONSTRUCTION NOTES

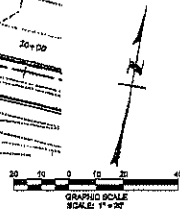
1. CONSTRUCT CURB & GUTTER, A2-200(8), PER APWA STD. PLAN 120-1, W=24"
2. CONSTRUCT CURB & GUTTER, A3-150(8), PER APWA STD. PLAN 120-1, W=18"
3. CONSTRUCT CURB & GUTTER, A2-150(8), PER APWA STD. PLAN 120-1, W=18"
4. CONSTRUCT 5' PCC SIDEWALK, PER APWA STD. PLAN 122-1, & CITY OF AGOURA HILLS STANDARDS
5. CONSTRUCT AD BENCH, 0-150(6), PER APWA STD. PLAN 120-1
6. CONSTRUCT MEDIAN FLARE PER APWA STD. PLAN 147-1, W=10', L=30'
7. CONSTRUCT MEDIAN TAPER PER APWA STD. PLAN 140-2, W=10', L=30'
8. CONSTRUCT C.B. 300 PER APWA STD. PLAN 300-1 & L.D. PER 313-1, CASE 2, H=1'
9. CONSTRUCT FERRYWAY DRAIN PER APWA STD. PLAN 120-1, S=2'
10. CONSTRUCT PCC MEDIAN (STAMPED CONCRETE), PER CITY OF AGOURA HILLS STANDARDS
11. COLDPLANE TO MIN. 6.15" DEPTH, WIDTH PER PLAN. CONSTRUCT OVERLAY PAVEMENT ARMA.
12. COLDPLANE TO MIN. 6.15" DEPTH, LANE WIDTH MINIMUM (NORTH SIDE). CONSTRUCT OVERLAY PAVEMENT ARMA.
13. CONSTRUCT 4" AC PAVEMENT, (2" ASPHALT ON 2" B AR4000), ON 6" CLASS 2 AGGREGATE BASE, ON 12" SUBBASE OR PER SOIL TESTS
14. SEE STRIPING PLAN FOR LAKE MARKING AND TRAFFIC SIGNS
15. LANDSCAPING PER LANDSCAPE PLANS
16. 2"x4" (TRUE MEASURE) HEARER
17. SANDNOT LATE
18. REMOVE EX. PAVEMENT, CURB, GUTTER, OR WALL, AS REQUIRED.
19. CONST. OVERWAY APPROACH PER APWA STD. PLAN 110-1, TYPE C, MODIFIED. R=17, T=7.6'

SEE SHEET 4  
STATION 30+00



SEE GRADING PLAN FOR SLOPE GRADING  
SEE SIGNING AND STRIPING PLAN FOR LANE MARKINGS

PLAN  
AGOURA ROAD



CONRAD N. HILTON FOUNDATION  
10700 SANTA MONICA BLVD., SUITE 1000  
LOS ANGELES, CA 90067  
TEL: (213) 656-4264

PREPARED BY:  
**Shelton Consulting Services, Inc.**  
200 Century Park South  
Irvine, CA, Tel: 949.230.1216  
Fax: 949.230.1217 www.sheltoncs.com

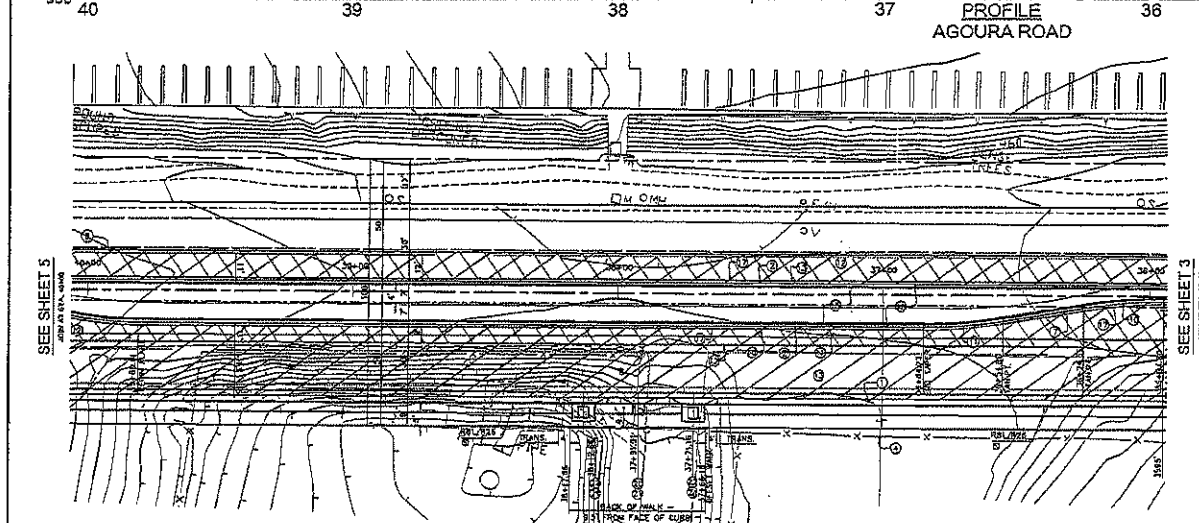
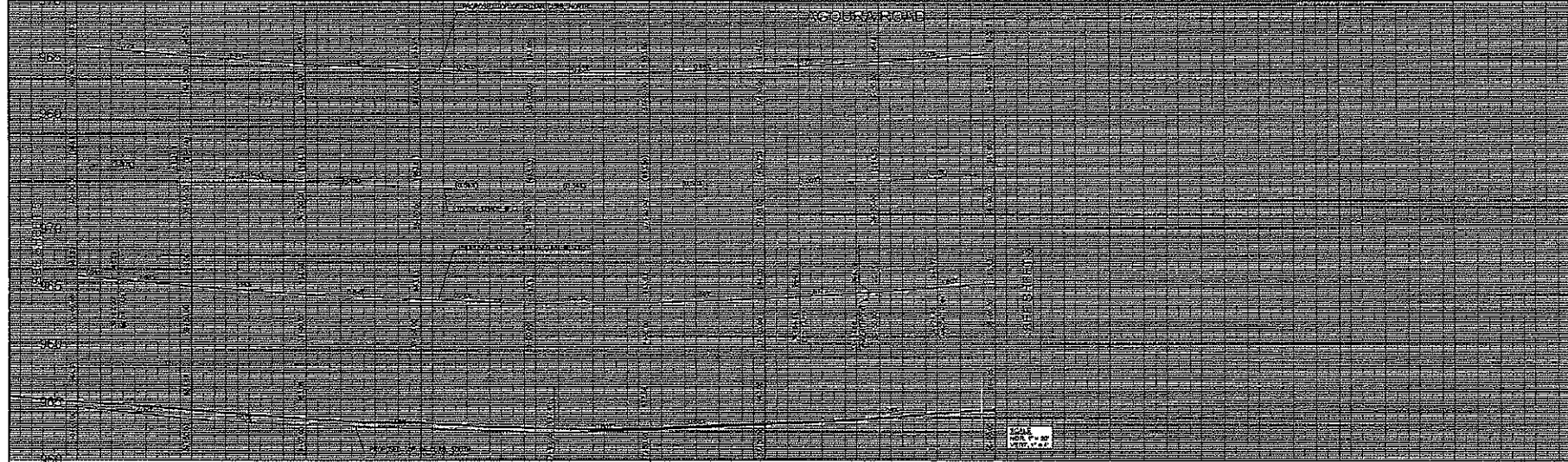
CITY OF AGOURA HILLS APPROVAL

REVISION #	SYMBOL	DESCRIPTION OF CHANGE	APPROVED	DATE	PROJECT ENGINEER	DATE	REVIEWED BY	DATE	ISSUE NO.	ISSUE DATE	PROJECT NO.	SHEET 3 OF 8

STREET PLAN  
AGOURA ROAD  
STA 30+00 TO STA 36+00

CITY OF AGOURA HILLS CORP. INC.

NOT FOR CONSTRUCTION

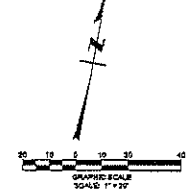


CONRAD N. NELSON FOUNDATION  
10100 SANTA MONICA BLVD., SUITE 1000  
LOS ANGELES, CA 90027  
TEL: (310) 538-4564

SEE SIGNING AND STRIPING PLAN FOR LANE MARKINGS  
SEE GRADING PLAN FOR SLOPE GRADING

**PLAN**  
**AGOURA ROAD**

- CONSTRUCTION NOTES**
1. CONSTRUCT CURB & GUTTER, A2-200(8), PER APWA STD. PLAN 100-1, W=24"
  2. CONSTRUCT CURB & GUTTER, A3-150(6), PER APWA STD. PLAN 100-1, W=12"
  3. CONSTRUCT CURB & GUTTER, A3-150(6), PER APWA STD. PLAN 100-1, W=12"
  4. CONSTRUCT 3" PCC SIDEWALK, PER APWA STD. PLAN 112-1, & CITY OF AGOURA HILLS STANDARDS
  5. CONSTRUCT AG BERMA, D-150(6), PER APWA STD. PLAN 100-1
  6. CONSTRUCT MEDIAN FLARE PER APWA STD. PLAN 144-1, W=10', L=50'
  7. CONSTRUCT MEDIAN TAPER PER APWA STD. PLAN 140-1, W=10', L=50'
  8. CONSTRUCT C.B. 300 PER APWA STD. PLAN 300-1 & L.O. PER 313-1, CASE C, H=1'
  9. CONSTRUCT PARKWAY BRUSH PER APWA STD. PLAN 131-1, S=3'
  10. CONSTRUCT PCC MEDIAN (STAMPED CONCRETE), PER CITY OF AGOURA HILLS STANDARDS
  11. COLDFRAME TO MIN. 6.15' DEPTH, WIDTH PER PLAN, CONSTRUCT OVERLAY PAVEMENT ABOVE.
  12. COLDFRAME TO MIN. 6.15' DEPTH, LANE WIDTH MINIMUM (NORTH SIDE), CONSTRUCT OVERLAY PAVEMENT ABOVE.
  13. CONSTRUCT 4" AC PAVEMENT, (2" ARMA. ON 2" B AR4000), ON 6" CLASS 2 AGGREGATE BASE, ON 12" SUBGRADE OR PER SOILS TESTS
  14. SEE STRIPING PLAN FOR LANE MARKING AND TRAFFIC SIGNS
  15. LANDSCAPING PER LANDSCAPE PLANS
  16. 2"x4" (TRUE MEASURED) HEADER
  17. SAWCUT LINE
  18. REMOVE EX. PAVEMENT, CURB, GUTTER, OR WALL AS REQUIRED.
  19. CONST. DRIVEWAY APPROACH PER APWA STD. PLAN 110-1, TYPE C, NOOKED, R=17, Y=2.5'
  20. CONST. CATCH BASIN PER APWA STD. PLAN 300-2, W=3.7', H=3.5'
  21. CONST. LOCAL DEPRESSION PER APWA STD. PLAN 313-1, 16'-0"
  22. INSTALL "FILTERA" STORMWATER FILTRATION SYSTEM, 6' LONG x 4' WIDE.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
10	26.00'	180.00'	0217.44°	15.00'
11	30.00'	187.00'	0217.44°	14.00'
12	33.25'	124.00'	0216.27°	24.00'

NOT FOR CONSTRUCTION

PREPARED BY: <b>Sonic Consulting Services, Inc.</b> 250 Santa Anita Ave., Suite 100 Pasadena, CA 91101, 626.799.2211/1116 Fax: 626.799.2277 www.soniccs.com				CITY OF AGOURA HILLS APPROVAL: _____ DATE: _____				<b>STREET PLAN</b> <b>AGOURA ROAD</b> STA 36+00 TO STA 40+00				
REVISION#	BY/ING	DESCRIPTION OF CHANGE	APPROVED	DATE	PROJECT ENGINEER	DATE	REVIEWED BY	DATE	ROAD NUMBER	ROUTE	PROJECT NO.	SHEET 4 OF 6



AGOURA ROAD

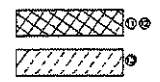
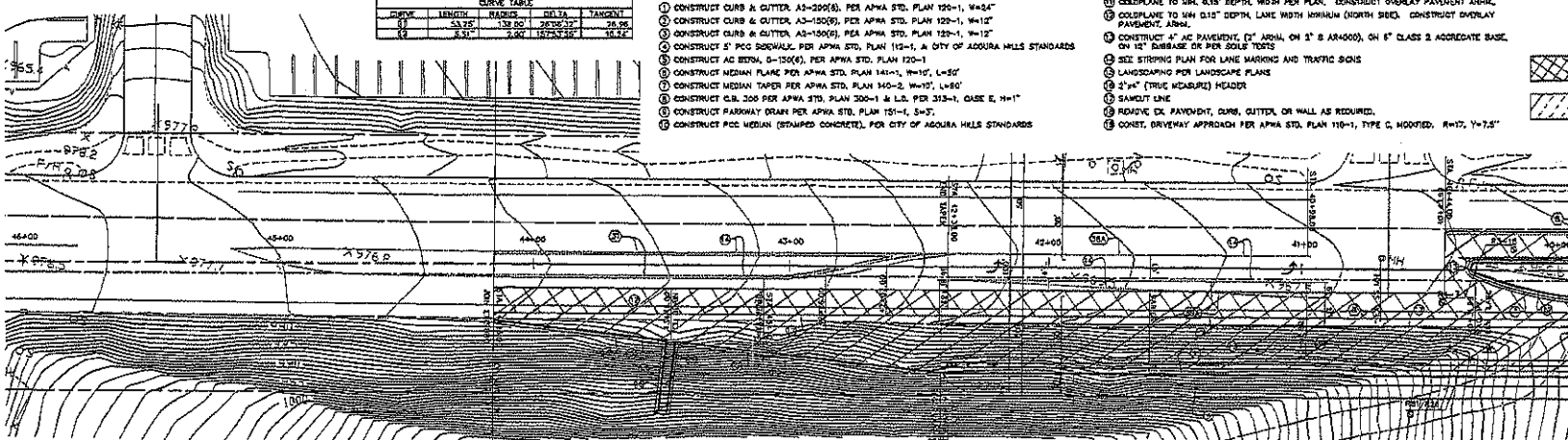
46 45 44 43 42 41 40

PROFILE  
AGOURA ROAD

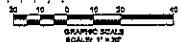
CURVE	LENGTH	RAIUS	GR TA	TANGENT
1	53.75	138.00	26.70° 12'	28.05
2	8.51'	2.00'	187° 42'	10.22

- CONSTRUCTION NOTES**
1. CONSTRUCT CURB & GUTTER, AS-200(6), PER APWA STD. PLAN 120-1, W=24"
  2. CONSTRUCT CURB & GUTTER, AS-150(6), PER APWA STD. PLAN 120-1, W=12"
  3. CONSTRUCT 1" POLE SIGNALS, PER APWA STD. PLAN 110-1, & CITY OF AGOURA HILLS STANDARDS
  4. CONSTRUCT AG BENCH, 0-100(6), PER APWA STD. PLAN 120-1
  5. CONSTRUCT MEDIAN PLANE PER APWA STD. PLAN 141-1, W=10', L=50'
  6. CONSTRUCT MEDIAN TAPER PER APWA STD. PLAN 140-2, W=10', L=50'
  7. CONSTRUCT C&G, 300 PER APWA STD. PLAN 300-1 & L.S. PER 313-1, CASE E, H=1"
  8. CONSTRUCT PARKWAY DRIVE PER APWA STD. PLAN 151-1, S=5'
  9. CONSTRUCT POE MEDIAN (EQUIPPED CONCRETE), PER CITY OF AGOURA HILLS STANDARDS

10. C&G DEPTH TO 204, 0.18' DEPTH W/SH PER PLAN. CONSTRUCT OVERLAY PAVEMENT ARM, ON 10" SUBBASE OR PER SLOPE TESTS
11. CONSTRUCT 4" AC PAVEMENT, 12" ARM, ON 1" & AR4000, ON 6" CLASS 2 AGGREGATE BASE
12. SEE STRIPING PLAN FOR LANE MARKING AND TRAFFIC SIGNS
13. LANDSCAPING PER LANDSCAPE PLANS
14. 2"x4" (TRUE MEASURE) HEADER
15. SAWCUT LINE
16. REMOVE EX. PAVEMENT, CURB, GUTTER, OR WALL AS REQUIRED.
17. CONST. DRIVEWAY APPROACH PER APWA STD. PLAN 110-1, TYPE C, HOISTED. R=17, Y=7.5"



SEE SHEET 4  
JOIN AT STA. 40+00



CENTRAD N. HILTON FOUNDATION  
10100 SANTA MONICA BLVD., SUITE 1000  
LOS ANGELES, CA 90067  
TEL: (310) 558-4894

SEE GRADING PLAN FOR SLOPE GRADING  
SEE SIGNING AND STRIPING PLAN FOR LANE MARKINGS

PLAN  
AGOURA ROAD

PREPARED BY: <b>Robinson Consulting Services, Inc.</b> 234 S. Main, Suite 100, San Jose, CA 95128 Phone: (408) 281-1377 www.robson.com		CITY OF AGOURA HILLS APPROVAL REVIEWED BY: _____ DATE: _____ SAHIB MEVIA CITY ENGINEER		PROJECT NO. _____ SHEET <u>  </u> OF <u>  </u>								
REVISION #	SYMBOL	DESCRIPTION OF CHANGE	APPROVED	DATE	PROJECT ENGINEER	DATE	REVIEWED BY	DATE	NO. TICKETS	2011 EXP. DATE	PROJECT NO.	SHEET <u>  </u> OF <u>  </u>

CITY OF AGOURA HILLS ENGINEERING

NOT FOR CONSTRUCTION



EXHIBIT "D"

Developer Fees

1. General Plan Update Recovery Fee: \$1.41 / \$1,000.00 building valuation
2. Las Virgenes Unified School District Fee: \$0.47 / square foot of building floor area
3. Los Angeles County Fire District  
Development Fee: \$0.9296 / square foot of building floor area
4. Traffic Improvement Fee: \$6.149 / square foot of building floor area

## RESOLUTION NO. 11-1618

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT NO. 09-CUP-001

#### THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to real property located at 30440 and 30500 Agoura Road (Assessor's Parcel No. 2061-002-024 and 2061-002-048), requesting approval of a Conditional Use Permit (Case No. 09-CUP-001) to construct a 90,300 square foot office complex. A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. The Planning Commission recommended the City Council approve Conditional Use Permit Case No. 09-CUP-001 on a 5-0 vote, per Resolution No. 11-1020.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. Pursuant to the Agoura Hills Zoning Ordinance and the Ladyface Mountain Specific Plan, the City Council finds as follows:

- A. The proposed use, as conditioned, is consistent with the objectives of the Zoning Ordinance and the purposes of the zoning district in which the use is located. The property is located in the Ladyface Mountain Specific Plan area. The project provides for business park development as called for this parcel within the Specific Plan.
- B. The proposed use, as conditioned, is compatible with the surrounding properties. The project is adjacent to similar land uses including the Agoura Hills Corporate Point project that is under construction and is located to the east, and office uses and research and development uses to the north. Property located to the west of the project is currently vacant. The applicant's preservation of open space above the 1,100-foot elevation will sustain the natural habitat of the area.
- C. The proposed use, as conditioned, and the condition in which it will be maintained, will not be detrimental to the public health, safety, or general welfare. The applicant will be required to construct the project in full compliance with the City Building Code and development standards of the Ladyface Mountain Specific Plan. Additionally, the applicant

is responsible to mitigate against potentially significant environmental impacts relating to the project prior to and during construction.

- D. The proposed use, as conditioned, will comply with each of the applicable provisions of the Zoning Ordinance. The project meets the development standards of the Ladyface Mountain Specific Plan and the Zoning Ordinance relative to required yard areas, building height, lot coverage, and landscape coverage.
- E. The distance from other similar and like uses is sufficient to maintain the diversity of the community. The Agoura Road corridor has several office complexes, however development within the Ladyface Mountain Specific Plan is primarily intended for business park development. Although an office complex is under construction on a parcel located immediately east of the project site, the other nearest general office complexes to the applicant property are located approximately 400 feet to the northwest and 100 feet to the northeast. Also, the applicant's property is the second truly vacant parcel within the Specific Plan area to be developed.
- F. The proposed use, as conditioned, is consistent with the goals, objectives and policies of the General Plan. Goal LU-23 of the General Plan Land Use and Community Form Element calls for Ladyface Mountain to be developed with economically viable business parks that are designed to reflect its natural setting at the base of Ladyface Mountain, while providing high-quality jobs. The project meets this goal through the design of LEED Platinum building within a proposed business park complex that will be located below the 1,100-foot elevation of Ladyface Mountain.
- G. The proposed use, as conditioned, will not mar the property's unique natural elements and has a positive relationship to the character of Ladyface Mountain. Although the building mass will be highly visible, the project is to include large quantities of native landscaping as a component of the development. This landscaping will provide significant visual screening. This design element combined with the limitation of development below the 1,100 foot elevation, the incorporation of unique exterior architectural elements complimentary to the surrounding environment, conformance with the Ladyface Mountain Specific Plan and the provision of compliant setbacks from Agoura Road, will reduce the visual impact to the Agoura Road corridor. The applicant is designing the project to achieve LEED Platinum certification.
- H. Adequate evidence and guarantees have been provided to indicate that all provisions of the Specific Plan can be satisfied. The applicant has worked closely with staff and the Architectural Review Panel in designing a project within pad areas that are allowed per the Specific Plan. Creative design techniques have been incorporated into the project design that preserve open space areas, allow for fewer retaining walls, provide for access for up to

four buildings, and incorporate variation in building pad heights and natural building materials that are compatible with the natural features of the area.

- I. The proposed building density increase to Scenario 2-A of the Ladyface Mountain Specific Plan will not adversely affect the goals, objectives, and policies of the General Plan or the Specific Plan. As called for in General Plan Land Use and Community Form Element Policies, the project will preserve view corridors along Ladyface Mountain and be designed within the specifications of the Ladyface Mountain Specific Plan. The design criteria of the Ladyface Mountain Specific Plan help ensure that all development within the Specific Plan area is compatible with the surrounding natural environment and includes and architectural design of utmost quality. Additionally, the project is designed to achieve LEED Platinum certification and will promote extensive landscaping while emphasizing drought-tolerant plant materials. The preservation of open space above the 1,100-foot elevation will assist in maintaining open space resources for the purposes of maintaining the visual quality of the City.
- J. The proposed building density will not reduce traffic Level of Service (LOS) to a lower level of service and is offset by increases in roadway capacity or other acceptable mitigation measures. The traffic impact study prepared for the project notes that the development (all four phases) would generate 721 vehicle trips to the City's road system. Of these total vehicle trips, 135 trips would occur during the AM peak period and 127 during the PM peak period. Project trip generation during the off-peak hours (primarily between 9:00 AM to 4:00 PM) would be approximately 459 trips, or fewer than 66 trips on average per hour. The PM peak period traffic estimates generated by the project is within the 200 peak hour trips the Specific Plan has allotted for development of this parcel at the higher density (Scenario 2-A).

A total of eight (8) roadway intersections in Agoura Hills and Westlake Village were analyzed for potential traffic impacts associated with the project. The project traffic report concludes that volume/capacity (V/C) ratios or delays would range from less than 0.01 to 0.06. All studied intersections would operate at level of service (LOS) C or better under projected conditions. Therefore, the project would not generate project specific impacts based on City thresholds.

- K. The proposed building density will not create any potentially significant environmental effects. The Final Environmental Impact Report (FEIR) prepared for this project includes a detailed analysis the following issues: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, and Transportation/Traffic. While anticipated environmental impacts are identified within the DEIR, all can be mitigated to levels of insignificance with the exception of Biological

Resources. However, it is recommended that a Statement of Overriding Considerations be adopted for this impact.

- L. Although proposed cut slopes exceeding 25 feet in height are necessary for the widening of Agoura Road, no manufactured slopes will exceed a ratio of 2:1.
- M. The increased density will result in the loss of oak trees. The majority of the oak trees proposed for removal is located near the required debris basins and need to be cleared for maintenance access, and along the Agoura Road frontage where road widening improvements would be required regardless of the proposed increase in density. Scrub oak removal is necessary for the Phase II construction, which is situated on the property to reduce grading impacts to the site and additional oak tree removal. All oak removals will be fully mitigated to less than significant impacts.
- N. Exposed retaining walls will be used only to enhance design or to protect oak trees. The retaining walls are proposed to reduce the extent of grading on the site, thereby preserving oak trees and other existing biological resources. Retaining walls greater than 6 feet in height will be soil-nail walls consistent with the Ladyface Mountain Specific Plan Amendments approved in April of 2010. The visual appearance of soil-nail walls is compatible with promoting the natural visual qualities of the site, including oak trees.
- O. Grading will be limited and innovative building techniques such as stepped massing, sculpturing the building into the hillside, undergrounding parking, or other similar mitigating measures will be incorporated into the project. The building pads are clustered at the east and west ends of the property on varying pad levels, and all will be primarily served with a centralized parking lot that will be placed underground during the fourth phase of construction. These siting techniques, including the use of a funicular between the easterly and westerly development areas, reduce required grading area on the overall property while still accommodating for the widening of Agoura Road.
- P. Landscaping will be provided that exceeds the minimum requirements. The conceptual landscape plan for the project includes the planting of several large boxed oak tree specimens in the incorporation of primarily native plant species into the buildable area of the property. A multitude of existing live and valley oak species throughout the property will be preserved and incorporated in the project site plan. The use of native landscaping will help integrate the built environment with the natural environment.
- Q. The proposed project with the proposed building density will comply with the maximum developable land area, maximum building pad, and minimum open space requirements provided for Scenario 1-A in Table IV-1 of the Ladyface Mountain Specific Plan. The maximum development potential of the parcel, as specified in Scenario 1-A in the Specific Plan, includes a development area of 52.5% of the parcel (under the Hillside Ordinance regulations) a requirement of 47.5% to remain as open space. The maximum developable

pad area is 4.55 acres. The applicant is proposing building pad areas totaling 2.03 acres and building lot coverage of 1.03 acres. Thus, the project complies with the Ladyface Mountain Specific Plan criteria.

Section 4. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt an Environmental Impact Report that has been prepared to assess the potential environmental impacts for development of a 90,300 square foot office campus at 30440 and 30500 Agoura Road. The Environmental Impact Report and errata also describes alternatives to the project and identifies mitigation measures. Following consideration of the entire record of information received at the public hearings held by the Planning Commission on January 20, 2011, and the City Council on March 9, 2011, and due consideration of the proposed project, the City Council has certified the Final Environmental Impact Report, made the environmental findings pursuant to the CEQA, adopted a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program per Resolution No. 11-1617.

Section 5. Based on the aforementioned findings, the City Council hereby approves Conditional Use Permit Case No. 09-CUP-001, subject to attached conditions, with respect to the property described in Section I herein.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

---

Harry Schwarz, Mayor

ATTEST:

---

Kimberly M. Rodrigues, City Clerk



**CONDITIONS OF APPROVAL**  
(Case No. 09-CUP-001)

STANDARD CONDITIONS

1. This permit is valid for the term of the Development Agreement approved as part of the project.
2. This action shall not be effective for any purpose until the applicant has agreed in writing that the applicant is aware of, and accepts all Conditions of Approval of this Permit with the Department of Planning and Community Development. Any conditions on such acceptance or challenges, including the filing of legal action, relating to the permit or the conditions, shall be treated as a failure to meet this Condition and shall nullify and void this permit.
3. Except as modified herein, the approval of this action is limited to and requires complete conformation to the approved exhibits: Site Plan, Building Elevation Plans, Grading Plans and Landscape Plans. Entitlement applies to Phase I construction, and the Master Site Plan and Grading Plan for Phases I, II, III, and IV.
4. It is hereby declared to be the intent that if any provision of this Permit is held or declared to be invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
5. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
6. All requirements of the Ladyface Mountain Specific Plan and Zoning Ordinance and of the specific Zoning of the property must be complied with unless set forth in the Conditional Use Permit.
7. If required, the applicant shall provide road markers opposite the existing or proposed fire hydrants serving the property to the satisfaction of the City Engineer.
8. A minimum of two hundred seventy-one (271) parking spaces for all four phases of construction shall be provided on the subject property, and handicap parking shall be provided. All parking spaces shall include wheel stops, and the spaces shall be of standard size and pinstriped, in conformance with the City Parking Ordinance.
9. The applicant shall comply with all applicable Public Health Statutes, Ordinances and Regulations related to the disposal of sewage.
10. All structures shall conform to the requirements of the Division of Building and Safety of the City of Agoura Hills.

11. The applicant shall comply with the requirements of the Los Angeles County Fire Department prior to the issuance of Building or Grading Permits. The Forester and Fire Warden shall be consulted to ascertain the required fire flows and fire hydrants to accommodate the proposed development.
12. The applicant shall provide a paved all-weather access from the parking area to the street, as required by the City Engineer.
13. Unless otherwise specified in the Development Agreement for this project, prior to the issuance of a Building Permit, the applicant shall comply with the school impact fee requirements of the Las Virgenes Unified School District. The current fee is \$0.47/gross square foot for commercial/industrial construction. Actual fees will be determined at the time of building permit issuance.
14. Unless otherwise specified in the Development Agreement for this project, the applicant shall pay to the City the applicable Fire District Developer Fee prior to the issuance of Building Permits. The current fee is \$0.9292/gross square foot for commercial construction. Actual fees will be determined at the time of building permit issuance.
15. Unless otherwise specified in the Development Agreement for this project, the applicant shall pay to the City the applicable General Plan Update Recovery Fee prior to the issuance of a Building Permit. The current fee is \$1.41/\$1,000 of building valuation. Actual fees will be determined at the time of Building Permit issuance.
16. Prior to the issuance of a Building Permit, the applicant shall submit a letter to the Director of Planning and Community Development agreeing to suspend construction in the vicinity of a cultural resource encountered during development of the site, and leave the resource in place until a qualified archaeologist can examine them and determine appropriate mitigation measures. All fees and expenses for the retaining of a qualified archaeologist shall be paid by the applicant and shall not be at City expense. The applicant shall agree to comply with mitigation measures recommended by the archaeologist and approved by the Director of Planning and Community Development.

#### LANDSCAPING CONDITIONS

17. The landscape plans shall substantially conform to the Phase I Landscape Site Plan and Landscape Master Plan prepared by Susan Van Atta Associates, as approved by the City of Agoura Hills City Council.

18. One copy of each of the following approved plans shall be submitted with the initial landscape plan check:
  - Site Plan
  - Elevations
  - Grading Plan
  - Conditions Of Approval
19. Prior to the approval of building permits, the applicant shall submit three (3) sets of landscape plans meeting the following requirements:
  - a. A California-licensed landscape architect shall prepare, stamp and sign the plans.
  - b. All plans shall be legible and clearly drawn.
  - c. Plans shall not exceed thirty inches (30") by forty-two inches (42") in size. Plans shall be a minimum of twenty-two inches (22") by thirty-six inches (36") in size.
  - d. A true north arrow and plan scale shall be noted. The scale shall be no smaller than one inch equals twenty feet (1"=20'), unless approved by the City Landscape Consultant.
  - e. A title block shall be provided, indicating the names, addresses and telephone numbers of the applicant and landscape architect.
  - f. The project identification number shall be shown on each sheet.
  - g. The plans shall accurately and clearly depict the following existing and proposed features:
    - Landscape trees, shrubs, ground cover and any other landscaping materials
    - Property lines
    - Streets, street names, rights-of-way, easements, driveways, walkways, bicycle paths, and any other paved areas
    - Buildings and structures
    - Parking areas, including lighting, striping and wheel stops
    - General contour lines
    - Grading areas, including tops and toes of slopes
    - Utilities, including street lighting and fire hydrants
    - Natural features, including watercourses, rock outcroppings
  - h. The Planting Plan shall indicate the botanical name and size of each plant.
  - i. Plant container sizes and/or spacing shall be provided. Minimum sizes shall be acceptable to the City Landscape Consultant and the Director.
  - j. Plant symbols shall depict the size of the plants at maturity.
  - k. The landscape plans shall prominently display the following notes:
    - i. All plant material shall conform to the most recent edition of ANSI Z60.1 - American Standard for Nursery Stock.

- ii. All trees shall also conform to the California Department of Forestry and Fire Protection “Standards for Purchasing Container-Grown Landscape Trees”.
    - iii. Prior to scheduling an inspection of the landscape installation with the City, the applicant's landscape architect shall certify in writing that the installation is in conformance with the approved landscape plans.
  - l. The Irrigation Plan shall be provided separate from but utilizing the same format as the Planting Plan.
  - m. The irrigation design shall provide adequate coverage and sufficient water for the continued healthy growth of all proposed plantings with a minimum of waste and over spray on adjoining areas.
  - n. The Irrigation Plan shall be concise and accurate and shall include the manufacturer, model, size, demand, radius, and location of the following, as appropriate:
    - Design and static pressures
    - Point of connection
    - Backflow protection
    - Valves, piping, controllers, heads, quick couplers
    - Gallon requirements for each valve
  - o. Three (3) copies of details and specifications shall be provided, addressing but not limited to, planting, soil preparation, tree staking, guying, installation details, and post installation maintenance.
20. All landscaping shall be irrigated and maintained in perpetuity in accordance with the approved Landscape Plan.
  21. The Landscape Plan shall be approved by the Fuel Modification Unit at the County of Los Angeles Fire Department prior to the issuance of building permits.
  22. Shade trees shall be provided such that fifty percent (50%) of the parking lot, including driveways and aisles, shall be covered by tree canopies within fifteen (15) years after installation. The applicant has demonstrated that this condition has been met and will work with staff during the County of Los Angeles Fire Department Fuel Modification approval process to ensure the proposed design meets the highest percentage of canopy coverage that can be achieved.
  23. A complete Landscape Documentation package shall be provided at the time of initial plan check submittal, prepared in accordance with Article IX, Section 9658.6 – Water Efficient Landscaping, contained in the Zoning Code.
  24. The Landscape Plan shall not include any non-native plants considered invasive in the Santa Monica Mountains by the California Native Plant Society or the California Exotic Pest Plant Council.

25. The final plans shall not include any palm species.
26. All plant material shall be considered compatible with Sunset Zone 18.
27. A minimum of twenty percent (20%) of the total lot shall be landscaped.
28. A minimum of fifteen percent (15%) of the parking lot, including driveways and aisles, shall be landscaped, distributed evenly throughout the parking lot.
29. A minimum of twenty-five feet (25') of landscaping shall be provided along Agoura Road.
30. The landscape plan shall include one (1) twenty-four inch (24") box size oak tree per fifteen thousand (15,000) gross square feet of building area. According to the plans provided, six (6) such trees will be required. This requirement is in addition to any mitigation required for removal of existing oak trees.
31. All finger planters shall be at least eight feet (8') wide and spaced no more than ten (10) stalls apart.
32. Parking lot planters shall have a minimum width of six feet (6') when parking abuts one side and eight feet (8') when parking abuts on both sides.
33. Planters shall have a minimum width of four feet (4').
34. Proposed light standard locations shall be depicted on the planting plan. Any conflicts between light standard and tree locations shall be resolved to the satisfaction of the City Landscape Consultant.
35. No other usage or storage shall be permitted within any required yard, including transformers and trash enclosures.
36. Any unsightly uses, including trash enclosure and transformers shall be screened with berms, decorative walls or landscaping.
37. Special paving material and streetscape planting shall be provided at project entries in accord with the Ladyface Mountain Specific Plan.
38. Poor landscape practices such as topping, hedging and "lollipopping" shall not be permitted and may require that plant materials be replaced with like-size materials at the discretion of the City Landscape consultant.
39. Any new perimeter walls shall be decorative with a height of six feet (6'), subject to review and approval by the City Landscape Consultant and the Director.

ENGINEERING / PUBLIC WORKS DEPARTMENT CONDITIONS:

40. Prior to issuance of grading, building, or encroachment permits, the applicant shall comply with the following conditions of approval:

General

- A. Prior to issuance of the building permit, the applicant shall record Parcel Map No. 71284 pursuant to the Subdivision Map Act and in accordance with City Code, and provide a duplicate photo mylar of the recorded map to the City Engineer.
- B. All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California, and submitted to the City Engineer for review and approval.
- C. Provide a copy of proposed Covenants, Conditions and Restrictions, as applicable to the project, to the City Engineer for review and approval by the City Attorney. These CC&Rs shall ensure, among other things, common ingress and egress, joint maintenance of all common access parking areas, utilities and drives as applicable to the project.
- D. For all work within the public right-of-way, the applicant shall obtain an Encroachment Permit. Prior to issuance of this permit, all public improvement plans, which include, but are not limited to, street, water, sewer, storm drain, lighting, signing and striping, etc. shall be reviewed and approved by the City Engineer. All associated fees and securities shall be based upon completed Engineering Cost Estimate forms, approved by the Engineering Department. Forms are available for download from the City website at [www.ci.agoura-hills.ca.us](http://www.ci.agoura-hills.ca.us).
- E. Applicant shall pay all applicable Transportation Impact Fees (TIF) to the Building and Safety Department.
- F. All existing street and property monuments within or abutting this project site shall be preserved consistent with AB 1414. If during construction of onsite or offsite improvements monuments are damaged or destroyed, the applicant shall retain a licensed land surveyor or civil engineer to reset those monuments per City's Standards and file the necessary information with the County Recorder's office.
- G. Detailed on-site utility information shall be shown on the grading plan, which includes, but is not limited to, backflow prevention devices, exact location of laterals, water meter size and location, invert elevations and grades for all gravity lines. The grading plan will not be approved by the Engineering department until this detailed utility information is included on the plans.
- H. Grading Plan shall show locations of all Oak trees within the vicinity of the site. Applicant shall adhere to all requirements pertaining to Oak trees as outlined in the City's Oak Tree Permit conditions of approval.

- I. The applicant shall submit electronic files (i.e. CAD file, on disc) of project-related off-site improvement plans as deemed necessary by the City Engineer. These electronic files shall accompany original mylars of improvement plans to be approved/signed by the City Engineer. Improvement plans will not be approved by the City Engineer if not accompanied by CAD files.
- J. Submit a soils/geology report to the City project engineer for review and approval in accordance with Government Code Section 66434.5 as required by the City Engineer.
- K. Prior to issuance of permits from the Engineering Department, this project will require a permit from the following agencies: 1) Los Angeles County Flood Control District (LACFDC); 2) Las Virgenes Municipal Water District; and 3) California Department of Fish & Game.
- L. Building Permits shall not be issued until graded building pad(s) have been certified for compaction and elevation to the City's satisfaction. Contact the City Engineering Department at (818) 597-7329 for approved City certification forms.
- M. All off-site work shall require written permission from the affected owner prior to beginning said work.

Public Improvements

- A. The applicant shall design and construct Agoura Road to full width along the project frontage and any necessary transitions. Said improvements shall include asphalt concrete, curb gutter, sidewalk, street lights, landscaping, and all pavement markings. The design shall include a 14-foot wide raised median along the property frontage. The median shall be landscaped prior to acceptance of the median. The design of the roadway improvement shall be reviewed and approved by the City Engineer.
- B. Agoura Road is being cut for new services or being finished with curb and gutter and require an asphalt concrete overlay.
- C. This property is within the Las Virgenes Municipal Water District (LVMWD) service area. Applicant shall make arrangements with the LVMWD for those services and provide the city with proof that all LVMWD fees have been paid.
- D. Any street improvements to be used for reimbursement against the City's TIF fee shall be fully documented and presented to the City Engineer for review and approval.

Sewer

- A. 10-inch sewer line is available for connection by this project in Agoura Road (Ref. Sewer Plan Drawing C02-146).
- B. Applicant shall use existing laterals, whenever provided, for connection to the public sewer system.

Water

- A. All water facilities shall be designed to comply with all LVMWD requirements. Final plans must be reviewed by LVMWD and the City.

Drainage

- A. A hydrology study and drainage analysis, prepared and signed by a Civil Engineer registered in the State of California, in accordance with the Los Angeles County Hydrology Manual, is required. Additional drainage facilities or portions of the site/grading plan may need to be altered as a result of the findings of this study.
- B. Prior to issuance of a grading permit, the applicant shall obtain approvals from the Los Angeles County Flood Control District and the City Engineer for the alteration of storm drain and MTD 1127 Line "D" and the associated debris basin.
- C. Prior to occupancy, the applicant shall be responsible for all plan, documentation, and fees to the Los Angeles County Flood Control District associated with the construction, inspection, and transfer of storm drain MTD 1127 Line "D," the associated debris basin, and any other drainage appurtenances related to Phase I construction.

Stormwater Quality (NPDES)

- A. Prior to approval of the Grading Plan and issuance of Grading Permits, an Erosion and Sediment Control Plan (ESCP) shall be submitted to and approved by the Engineering Department. The Erosion and Sediment Control Plan shall specifically identify the Best Management Practices (BMPs) that will be implemented on this project, during construction, to reduce the discharge of sediment and other pollutants into the City's storm drain system. Said plan shall ensure, among other things, that the following minimum requirements are effectively implemented at all construction sites:
  - 1. Sediments generated on the project site shall be retained using adequate Treatment Control BMPs;



2. Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to the streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
  3. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site;
  4. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.
- B. Prior to the approval of the Grading Plan and issuance of Grading Permits, a completed Standard Urban Stormwater Mitigation Plan (SUSMP) shall be prepared per the Los Angeles County Standard Urban Stormwater Mitigation Plan (SUSMP) design guidelines. SUSMP shall identify, among other things, all Post-Construction, Site Design, Source Control and Treatment Control Best Management Practices (BMPs) that will be incorporated into the development project in order to minimize the adverse effects on receiving waters.
- C. All projects that develop one (1) acre or more of total land area, or which are part of a larger phased development that will disturb at least one acre of land, are required to obtain coverage under the State Water Resources Control Board's General Permit For Storm Water Discharges Associated With Construction Activity. Proof of filing a Notice of Intent (NOI) with the State for coverage under this permit is required prior to approval of the grading plan and issuance of grading permits. The applicant shall submit a copy of the Waste Dischargers Identification Number (WDID) for coverage under the General Construction Permit to the Engineering Department.
- D. All projects that develop one (1) acre or more of total land area or which are part of a larger phased development that will disturb at least one acre of land, are required to prepare a Storm Water Pollution Prevention Plan (SWPPP), utilizing the model form in Appendix B of the 2003 CASQA Stormwater BMP handbook for Construction at: [www.cabmphandbooks.com](http://www.cabmphandbooks.com) and submit a copy of the plan to the City of Agoura Hills Engineering Department for review. A copy of the adopted SWPPP shall be maintained in the construction site office at all times during construction, and the Site Superintendent shall use the plan to train all construction site contractors and supervisory personnel in construction site Best Management Practices, prior to starting work on the site. Said plan shall ensure, among other things, that the following minimum requirements are effectively implemented at all construction sites:

1. Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
  2. Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to the streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
  3. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site;
  4. Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.
41. Prior to issuance of certificate of occupancy, the applicant shall comply with the following conditions of approval:
- A. All remaining fees/deposits required by the Engineering Department must be paid in full.
  - B. All requirements including construction of improvements required of the Engineering / Public Works Department noted herein for this project must be completed to the satisfaction of the City Engineer.
  - C. The applicant's engineer shall submit a set of MYLAR, Record (as-built) Drawings, for off-site improvements, to accurately reflect the constructed improvements. This set of Record Drawings reflecting all change orders during construction, must be submitted to the City via City's inspection prior to scheduling of final inspection for acceptance of the improvements. No final inspection will be scheduled and subsequently no release of securities, posted for the project if any, will take place unless MYLAR, Record (as-built) Drawings, satisfactory to the City, are submitted.
  - D. All monuments shall be set in accordance with the final map, and all centerline ties shall be submitted to the Engineering Department. Any monuments damaged as a result of construction, shall be reset to the City's satisfaction.
  - E. Upon receiving the Title Report, if conflicts/issues arise regarding recorded documents over property, the applicant shall take all measures necessary, as directed by the City Engineer, to resolve said conflicts/issues. All conditions listed are to be complied with to the satisfaction of the City Engineer in accordance with the applicable provisions of the Agoura Hills Municipal Code.

FIRE DEPARTMENT CONDITIONS

42. The applicant shall comply with all conditions of the Los Angeles County Fire Department prior to issuance of a Building Permit.

SOLID WASTE MANAGEMENT CONDITIONS

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

PLANNING CONDITIONS

49. The final design of all proposed retaining wall systems located on the site shall be submitted to the Planning and Community Development Director for review and approval prior to the issuance of a grading permit. All walls over six feet (6') in height shall be decoratively designed and/or screened to mimic and blend with the natural setting of the site, as approved by the Director of Planning and Community Development.
50. The applicant agrees to limit the Total Developable Pad area of the subject property to 4.55 acres, as defined under Table IV-1 of the Ladyface Mountain Specific Plan.
51. Prior to issuance of the first Certificate of Occupancy, the applicant shall dedicate all land above the 1,100-foot elevation to the City of Agoura Hills and record a conservation easement for this dedication. The applicant shall agree to provide an easement for public use of the east-west pedestrian hiking trail adopted for the Ladyface Mountain Specific Plan, as specified in the Development Agreement approved for this project.
52. A pre-construction conference shall be held prior to the issuance of a grading permit with all construction personnel involved with the grading operations. A procedure shall be established to handle any complaints received from the surrounding property owners or residents of the City during the grading and construction operations. Applicant shall deposit funds with the City necessary to cover costs of the City hiring an environmental mitigation monitor.
53. All roof top equipment shall be screened from public view from the adjacent roadways and surrounding properties to the satisfaction of the Director of Planning and Community Development.
54. Prior to issuance of a building permit, the applicant shall provide locations and construction details for all transformer locations proposed for the project for approval by the Director of Planning and Community Development. The transformers shall be screened from public view by their locations and extensive landscape screening.
55. The location and design of the security gates shall be subject to approval by the Director of Planning and Community Development and the City Engineer.
56. Any proposed on-site signage shall comply with the City Sign Ordinance and shall be subject to review and approval by the Planning Commission.

57. In addition to complying with the requirements of the adopted Mitigation and Monitoring Program for this project the applicant shall provide an exterior lighting fixture detail plan and photometric plan for review and approval by the Director of Planning and Community Development, prior to the submittal of plans into plan check for a Building Permit. All exterior lighting fixtures shall be decorative in design and shall be architecturally compatible with the building design and shall be directed downward so as not to produce glare onto adjacent parcels or roadways. The light intensity of installed project light fixtures shall be subject to review and approval by the Community Development Director. The lighting shall be of a low intensity that is compatible with the natural environment.
58. The applicant shall comply with requirements of Municipal Code Section 9659 regarding the provision of public art for the project.
59. All adopted mitigation measures identified in the Environmental Impact Report and attached Mitigation Monitoring and Reporting Program (MMRP) shall apply to this permit. The applicant shall pay for all mitigation review and monitoring completed by outside consultants such as the City Arborist, City-approved biologist or other consultants needed to ensure compliance with the MMRP as determined by the Director of Planning and Community Development.
60. Enclosures required for solid waste and recyclable materials shall be constructed per the design requirements of Municipal Code Section 9606.5.
61. Pursuant to the City's Transportation Demand Management Ordinance (Municipal Code Section 9654.4) the applicant shall show on the development plans and shall provide to the satisfaction of the Planning and Community Development Director a bulletin board, display case, or kiosk that displays transportation information. The displays shall be provided in each building where the greatest number of employees are likely to see them. Information in the displays shall include, but are not limited to the following:
  - i. Current maps, routes and schedules for public transit serving the site;
  - ii. Telephone numbers for referrals on transportation information including the regional ridesharing agency and local transit operators;
  - iii. Ridesharing promotional material supplied by commuter-oriented organizations;
  - iv. Bicycle route and facility information, including regional/local bicycle maps and bicycle safety information; and
  - v. A listing of facilities available for carpoolers, vanpoolers, bicyclists, transit riders and pedestrians at the site.

62. Pursuant to the City's Transportation Demand Ordinance (Municipal Code Section 9654.4), not less than fifteen percent (15%) of the employee parking area shall be located as close as is practical to the employee entrances and shall be reserved for use by potential carpool/vanpool vehicles, without displacing handicapped and customer parking needs. This preferential carpool/vanpool parking area shall be identified on the Site Plan upon application for a Building Permit, to the satisfaction of the Planning and Community Development Director. A statement that preferential carpool/vanpool spaces for employees are available and a description of the method for obtaining such spaces must be included in the required information board/display. Parking spaces shall be signed/marked as demand warrants. Preferential parking spaces reserved for vanpools must be accessible to vanpool vehicles.
63. On-site decorative paving shall be provided at the driveway entrance serving the site and on the pedestrian pathways located between the buildings within the parking areas. The color, materials and length of the decorative paving shall be subject to review and approval by the Director of Planning and Community Development.
64. Prior to the submittal of plans into plan check for a Grading Permit or Building Permit, the applicant shall comply with the project recommendations of the City Geotechnical Consultant and the City Geological Consultant.
65. All outstanding fees owed to the City, if any, shall be paid by the applicant within thirty (30) days from the date of this approval.
66. The applicant shall comply with all building material samples approved by the Planning Commission. Prior to painting of the buildings, the applicant shall provide color samples on the building wall for review and approval by the Planning and Community Development Director.
67. The applicant shall plant all cut slopes with low-growing landscape materials that emulate the natural terrain as much as is feasible. The landscape materials for the cut slope areas shall be subject to review by the City Landscape Consultant and approval by the Planning and Community Development Director.
68. All rough-graded areas of the property shall be temporarily landscaped per a landscape plan approved by the Director of Planning and Community Development.
69. Conditions of Vesting Tentative Tract Map No. 71284 shall apply to this permit.

70. Prior to issuance of the first Certificate of Occupancy, the applicant shall pay a Traffic Impact Mitigation Fee (TIMF) to the County of Ventura in accordance with Ventura County TIMF Ordinance 4246 and the County of Ventura General Plan Policy 4.2.2. Based on the information provided in the Traffic Study for the project, and the TIMF rate for the Thousand Oaks area, the TIMF due to the County of Ventura would be:  $721 \text{ ADT}^* \times \$6.11/\text{ADT}^{**} = \$4,405.31$ .

\* 721 trips generated at full build-out

\*\* Rate per ADT for Traffic Impact District #6 – Thousand Oaks Unincorporated Area  
Case by Case

The above estimated fee may be subject to adjustment at the time of deposit, due to the provisions in the TIMF Ordinance allowing the fee to be adjusted for inflation based on the Engineering News Record Construction Cost Index.

END

**RESOLUTION NO. 11-1619**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF AGOURA HILLS, CALIFORNIA, APPROVING  
VARIANCE CASE NO. 10-VAR-004(A)**

**THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS,  
RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to real property located at 30440 and 30500 Agoura Road (Assessor's Parcel No. 2061-002-024 and 2061-002-048), requesting approval of a Variance from Zoning Ordinance Section 9606.2(D) to construct retaining walls in excess of 6 feet in height for construction of an office complex (Case No. 10-VAR-004(A)). A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. The Planning Commission recommended the City Council approve Variance Case No. 10-VAR-004(A) on a 5-0 vote, per Resolution No. 11-1021.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. Pursuant to the Agoura Hills Zoning Ordinance and the Ladyface Mountain Specific Plan, the City Council finds as follows:

- A. Because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Excluding the steep undevelopable portions of the property to the south, the average natural slope of the property is 31.63%. Due to the steep and varying topography of the site, the grading plans for this project include retaining walls in excess of six feet to reduce the development footprint, cubic yards of grading, protect biological resources (such as oak trees), promote interconnectivity between buildings, and to allow for ADA (Americans with Disabilities Act) conformance. With the use of retaining walls in excess of six feet, the ratio of undeveloped land to total land area would be 77%.
- B. The granting of the Variance, as conditioned, will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated. The development regulations of the Ladyface Specific Plan allow for the construction of walls in excess of six feet as long as the exposed walls are



rock faced or other decorative surfaces are incorporated into the design. The Ladyface Mountain Specific Plan requires retaining walls on the project in excess of six feet to be designed and constructed to incorporate rock facing or decorative surfaces similar to other projects within the City. Additionally, other projects within the City of Agoura have incorporated decorative retaining walls in excess of six feet, such as the northeast corner of Kanan Road and Canwood Street.

- C. The strict interpretation and enforcement of the provisions of the Zoning Ordinance would result in practical difficulty or unnecessary hardship inconsistent with the objectives of the Zoning Ordinance. The incorporation of retaining walls in excess of six feet into the grading plan is a practical solution that contributes to the minimization of the development footprint and impacts to environmental resources. Removal or reduction in the size of the walls will result in an expansion of cut and fill slopes, which would result in additional impacts to oak trees and an increase in the mitigation costs. The objectives of the Ladyface Specific Plan include ensuring that projects are compatible with the unique natural elements of the property and Ladyface Mountain. Minimizing the footprint of the project by using retaining walls in excess of six feet would also contribute to the compatibility of the project with its setting.
- D. The granting of the Variance, as conditioned, will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements of the aesthetic value in the vicinity. The proposed retaining walls in excess of six feet have been designed and will be constructed in conformance with the City's Building Code standards. Conformance with the City standards will ensure the variance for retaining walls in excess of six feet are not a hazard to public health, safety, and welfare.

From an aesthetic perspective, retaining walls in excess of six feet will incorporate a decorative façade that incorporates earth tones found in rock exposures on the site. The decorative façades in combination with the landscape plan and topography will blend these walls into the natural setting and maintain the aesthetic value of the site. The soil nail wall design will be compatible with the visual appearance of the oak trees.

- E. The granting of the Variance, as conditioned, will be consistent with the character of the surrounding area. The retaining walls in excess of six feet will reduce the development footprint by alleviating the need for cut and fill slopes. Additionally, these walls will incorporate a decorative façade that incorporates the color schemes within the rock outcroppings on the site and in the surrounding area. The decorative façades in combination with the landscape plan and topography will blend these walls into site and surrounding area.

Section 4. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt an Environmental Impact Report that has been prepared to assess the potential environmental impacts for development of a 90,300 square foot office campus at 30440 and 30500 Agoura Road. The Environmental Impact Report and errata also describes alternatives to the project and identifies mitigation measures. Following consideration of the entire record of information received at the public hearings held by the Planning Commission on January 20, 2011, and the City Council on March 9, 2011, and due consideration of the proposed project, the City Council has certified the Final Environmental Impact Report, made the environmental findings pursuant to the CEQA, adopted a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program per Resolution No. 11-1617.

Section 5. Based on the aforementioned findings, the City Council hereby approves Variance Case No. 10-VAR-004(A), subject to attached conditions, with respect to the property described in Section I herein.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**CONDITIONS OF APPROVAL**  
(CASE NO. 10-VAR-004(A))

STANDARD CONDITIONS

1. The approval of this permit shall not be effective for any purpose until the applicant and property owner have agreed in writing that they are aware of, and accept all Conditions of this Permit with the Department of Planning and Community Development.
2. Except as modified herein, the approval of this action is limited to and requires the complete conformation to the Grading Plan submitted for Conditional Use Permit Case No. 09-CUP-001 and approved by the City Council.
3. It is hereby declared to be the intent that if any provision of this Permit is held or declared invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
4. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
5. This permit is valid for the term of the Development Agreement approved as part of the project.

END

**RESOLUTION NO. 11-1620**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
AGOURA HILLS, CALIFORNIA, APPROVING VARIANCE CASE  
NO. 10-VAR-004(B)**

**THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS,  
RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to real property located at 30440 and 30500 Agoura Road (Assessor's Parcel No. 2061-002-024 and 2061-002-048), requesting approval of a Variance from Zoning Ordinance Section 9654.6 to provide a reduction in required parking spaces for construction of an office complex (Case No. 10-VAR-004(B)). A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. The Planning Commission recommended the City Council approve Variance Case No. 10-VAR-004(B) on a 5-0 vote, per Resolution No. 11-1022.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. Pursuant to the Agoura Hills Zoning Ordinance and the Ladyface Mountain Specific Plan, the City Council finds as follows:

- A. Because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the Zoning Ordinance deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. The subject property is constrained by a number of environmental resources that limit the developable area of the subject property. In order to address the Foundation's reduced parking demand and limit the project's disturbance to these environmental resources, the applicant has requested a 10% reduction to the parking requirement of one stall per 300 square feet of office space. At buildout, the 10% reduction would result in a total of 271 parking spaces as opposed to the required 300. The reduction would allow for the majority of parking to be accommodated in a centralized lot that reduces the development footprint, and grading quantities.
- B. The granting of the Variance, as conditioned, will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the subject property is situated. The proposed Hilton Foundation Headquarters campus

represents a unique project in that the applicant will be the owner operator of the facility.

As the owner operator, the Foundation has designed the interior office space at a lower density than typical office space, affording more square feet per employee. In addition to addressing the reduced density, the parking reduction would also help minimize the footprint of the development. Due to the topographic and environmental constraints of the site, there is limited space for development. The reduction in the number of parking spaces would allow the parking for the project to be accommodated within a smaller footprint. The provision of parking beyond the project's demand would likely result in a larger development footprint and additional impacts.

- C. The strict interpretation and enforcement of the provisions of the Zoning Ordinance would result in practical difficulty or unnecessary hardship inconsistent with the objectives of the Zoning Ordinance. The intent of the requested parking reduction is to address the actual parking demand for the Foundation's programming and minimize the footprint of the development thereby reducing the project's affect on environmental resources. Without the 10% parking reduction, the development would be over-parked and would likely have an expanded footprint resulting in additional impacts and associated construction/mitigation costs. The zoning designation for the parcel is SP – Specific Plan. The objectives of the Ladyface Specific Plan include ensuring that projects are compatible with the unique natural elements of the property and Ladyface Mountain. Minimizing the footprint of the project by reducing the parking required for the project would contribute to the compatibility of the project with its setting.
- D. The granting of the Variance, as conditioned, will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements of the aesthetic value in the vicinity. The proposed parking lots have been designed and will be constructed in conformance with the City's Building Code standards. Conformance with the City standards will ensure the modification for reduced parking is not detrimental to public health, safety and welfare. As previously discussed, the proposed modification would contribute to maintaining a minimized development footprint and to minimize grading. Minimizing the development footprint will help maintain the aesthetic value of the site and its setting.
- E. The granting of the Variance, as conditioned, will be consistent with the character of the surrounding area. Reducing the number of parking spaces provided on the site will address the project's actual parking demand, help minimize the project's coverage of the site, and maintain the rural character of the surrounding area.

Section 4. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt an Environmental Impact Report that has been prepared to assess the potential environmental impacts for development of a 90,300 square foot office campus at 30440 and 30500 Agoura Road. The Environmental Impact Report and errata also describes alternatives to the project and identifies mitigation measures. Following consideration of the entire

record of information received at the public hearings held by the Planning Commission on January 20, 2011, and the City Council on March 9, 2011, and due consideration of the proposed project, the City Council has certified the Final Environmental Impact Report, made the environmental findings pursuant to the CEQA, adopted a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program per Resolution No. 11-1617.

Section 5. Based on the aforementioned findings, the City Council hereby approves Variance Case No. 10-VAR-004(B), subject to attached conditions, with respect to the property described in Section I herein.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**CONDITIONS OF APPROVAL**  
(CASE NO. 10-VAR-004(B))

STANDARD CONDITIONS

1. The approval of this permit shall not be effective for any purpose until the applicant and property owner have agreed in writing that they are aware of, and accept all Conditions of this Permit with the Department of Planning and Community Development.
2. Except as modified herein, the approval of this action is limited to and requires the complete conformation to the Grading Plan submitted for Conditional Use Permit Case No. 09-CUP-001 and approved by the City Council.
3. It is hereby declared to be the intent that if any provision of this Permit is held or declared invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
4. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
5. This permit is valid for the term of the Development Agreement approved as part of the project.

END

## RESOLUTION NO. 11-1621

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING OAK TREE PERMIT NO. 09-OTP-003

#### THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to real property located at 30440 and 30500 Agoura Road (Assessor's Parcel No. 2061-002-024 and 2061-002-048), requesting approval of an Oak Tree Permit to remove 65 oak trees and encroach within the protected zone of 36 oak trees for the proposed construction of a 90,300 square foot office complex. (Case No. 09-OTP-003). A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. The Planning Commission recommended the City Council approve Variance Case No. 10-VAR-004(A) on a 5-0 vote, per Resolution No. 11-1023.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. Pursuant to the Agoura Hills Zoning Ordinance Section 9657.5 and the Ladyface Mountain Specific Plan, the City Council finds as follows:

- A. The proposed construction will be accomplished without endangering the health of the remaining trees on the subject property.
- B. The removal and encroachment of the oak trees will not result in soil erosion through the diversion or increased flow of surface waters which cannot be satisfactorily mitigated. The approved grading plan for the construction of the project ensures for adequate and proper drainage on-site and off-site as a result of construction and for the protection against soil erosion.
- C. The removal and encroachment of the oak trees is necessary because the continued existence at present locations prevents the planned improvement to such an extent that alternative development plans cannot achieve the same permitted density.

Section 4. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt an Environmental Impact Report that has been prepared to assess the potential environmental impacts for development of a 90,300 square foot



office campus at 30440 and 30500 Agoura Road. The Environmental Impact Report and errata also describes alternatives to the project and identifies mitigation measures. Following consideration of the entire record of information received at the public hearings held by the Planning Commission on January 20, 2011, and the City Council on March 9, 2011, and due consideration of the proposed project, the City Council has certified the Final Environmental Impact Report, made the environmental findings pursuant to the CEQA, adopted a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program per Resolution No. 11-1617.

Section 5. Based on the aforementioned findings, the City Council hereby approves Oak Tree Permit Case No. 09-OTP-003, subject to attached conditions, with respect to the property described in Section I herein.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**CONDITIONS OF APPROVAL**  
(CASE NO. 09-OTP-003)

STANDARD CONDITIONS

1. The approval of this permit shall not be effective for any purpose until the applicant and property owner have agreed in writing that they are aware of, and accept all Conditions of this Permit with the Department of Planning and Community Development.
2. Except as modified herein, the approval of this action is limited to and requires the complete conformation to the to the Site Plan and Grading Plan submitted for Conditional Use Permit Case No. 09-CUP-001 and approved by the City Council.
3. It is hereby declared to be the intent that if any provision of this Permit is held or declared invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
4. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
5. This permit is valid for the term of the Development Agreement approved as part of the project.

SPECIAL CONDITIONS

6. The applicant is permitted to remove thirty-six (36) oak trees in order to complete the approved site development program as follows:
  - a. The applicant is permitted to remove the following ten (10) oak trees during Phase I of the approved site development program: Trees Number 56, 86, 87, 89, 115, 116, 117, 119, 223, and 239.
  - b. The applicant is permitted to remove the following twenty-six (26) oak trees during Phase II of the approved site development program: Trees Number 1, 2, 22, 24, 31, 32, 40 through 46, 49, 50, 51, 53, 54, 55, 57, 58, 62, 71, 73, 74, and 88.
7. To mitigate the removal of the thirty-six (36) oak trees listed above, the landscape plan shall include at least six hundred sixty-nine inches (669”) of trunk diameter of new oak trees within the landscape. The exact species, planting sizes, and planting locations shall be subject to review and approval by the City Oak Tree Consultant. The applicant shall plant at least one hundred forty-two (142) oak trees within the site, to include the following one hundred seven (107) trees:
  - a. Thirty-five (35) thirty-six-inch (36”) box size trees
  - b. Seventy (70) twenty-four-inch (24”) box size trees

- c. Two (2) container-grown sixty-inch (60”) box size trees to mitigate for the removal of Tree Number 31 designated a landmark tree. A landmark tree is one whose trunk diameter exceeds forty-eight inches (48”) in diameter at forty-two inches (42”) above grade.
8. The applicant is permitted to remove five thousand six hundred sixty (5,660) square feet of scrub oak habitat during Phase II grading.
9. To mitigate the removal of the five thousand six hundred sixty (5,660) square feet of scrub oak habitat listed above, the landscape plan shall include at least fifty-seven (57) fifteen-gallon (15 gal) scrub oak trees planted at ten feet on center (10’ o. c.). These scrub oak trees shall be irrigated with automatic irrigation by the applicant for a minimum period of three years.
10. Should the Director and the City Oak Tree Consultant determine that the required number of oak trees cannot be planted on the subject site in a practical fashion, equivalent alternative mitigation shall be established through the establishment of an equivalent in-lieu fee which the applicant shall pay into the City Oak Tree Mitigation Fund for the deficit. The amount of the in-lieu fee shall be based upon tree appraisal standards contained in the 9th Edition of the Guide for Plant Appraisal.
11. The applicant is permitted to encroach within the protected zone of thirty-two (32) oak trees in order to complete the approved site development program as follows:
  - a. The applicant is permitted to encroach within the protected zone the following nine (9) oak trees in order to complete the approved site development program: Trees Number 91, 92, 94, 95, 105, 111, 114, 118, and 241.
  - b. The applicant is permitted to encroach within the protected zone the following twenty-three (23) oak trees in order to complete the approved site development program: Oak Trees Number 15, 16, 25, 28, 29, 36, 37, 39, 52, 59, 60, 61, 63, 64, 65, 72, 78, 84, 99, 100, 227, 228, and 229.
12. No activities are permitted within the protected zone of the remaining one hundred seventy-five (175) oak trees. They are to be preserved in place with no direct impacts.
13. No activities are permitted within the protected zone of the remaining thirty two thousand five hundred forty-four (32,544) square feet of scrub oak habitat. This area is to be preserved in place with no direct impacts.
14. The project shall be subject to periodic inspections by the City of Agoura Hills Landscape and Oak Tree Consultant. The number and timing of the inspections shall be determined by the Director and the City Landscape and Oak Tree Consultant to ensure compliance by the applicant.
15. The planting locations, species, and quality of all mitigation oak trees are subject to the approval of the City Oak Tree Consultant.

16. The mitigation oak trees shall be maintained in perpetuity. Should any of the mitigation oak trees decline or die, they shall be replaced in accordance with the provisions of the Oak Tree Preservation and Protection Guidelines.
17. All excavation within the protected zone of Oak Trees Number 15, 16, 25, 28, 29, 36, 37, 39, 52, 59, 60, 61, 63, 64, 65, 72, 78, 84, 91, 92, 94, 95, 100, 101, 105, 111, 114, 118, 227, 228, 229, and 241 shall be performed using only hand tools under the direct supervision of the applicant's oak tree consultant.
18. The applicant shall provide forty-eight (48) hour notice prior to the start of any approved work within the protected zone of any oak tree.
19. No planting or irrigation is permitted within the protected zone of an existing oak tree without approval from the City of Agoura Hills Landscape and Oak Tree Consultant.
20. Prior to the start of any mobilization or construction activities on the site, Oak Trees shall be fenced at the edge of the protected zone in strict accordance with Article IX, Appendix A, Section V.C.1.1 of the City of Agoura Hills Oak Tree Preservation and Protection Guidelines. The City Oak Tree Consultant shall approve the fencing location subsequent to installation and prior to the start of any mobilization or work on the site.
21. No vehicles, equipment, materials, spoil, or other items shall be used or placed within the protected zone of any oak tree at any time, except as specifically required to complete the approved work.
22. No pruning of live wood shall be permitted unless specifically authorized by the City Oak Tree Consultant. Any authorized pruning shall be performed by a qualified arborist under the direct supervision of the applicant's oak tree consultant. Pruning operations shall be consistent with ANSI A300 Standards – Part 1 Pruning.
23. Prior to occupancy, each existing and new oak tree shall be mulched throughout the dripline with three inches (3") of approved organic mulch as needed to supplement natural leaf litter.
24. Within ten (10) calendar days of the completion of work and prior to removal of the protective fencing, the applicant shall contact the City Oak Tree Consultant to perform a final inspection. The applicant shall proceed with any remedial measures the City Oak Tree Consultant deems necessary to protect or preserve the health of the subject oak tree at that time.

END

## RESOLUTION NO. 11-1622

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, APPROVING VESTING TENTATIVE PARCEL MAP NO. 71284

THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. An application was duly filed by Conrad N. Hilton Foundation with respect to real property located at 30440 and 30500 Agoura Road (Assessor's Parcel No. 2061-002-024 and 2061-002-048), requesting approval of a Vesting Tentative Parcel Map to adjust the lot lines of two parcels totaling 70.27 acres in size (Case No. VTPM 71284). A public hearing was duly held by the Planning Commission on January 20, 2011, at 6:30 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid public hearing on January 20, 2011. The Planning Commission recommended the City Council approve Vesting Tentative Parcel Map No. 71284 on a 5-0 vote, per Resolution No. 11-1024.

Section 2. A public hearing was duly held by the City Council on March 9, 2011, at 6:00 p.m. in the City Council Chambers of City Hall, 30001 Ladyface Court, Agoura Hills, California. Notice of the time, date, place, and purpose of the aforesaid hearing was duly given. Evidence, both written and oral, was duly presented to and considered by the City Council at the aforesaid public hearing on March 9, 2011.

Section 3. Pursuant to the Agoura Hills Zoning Ordinance, the Ladyface Mountain Specific Plan, and the Subdivision Ordinance, the City Council finds as follows:

A. The proposed Vesting Tentative Parcel Map, as conditioned, is consistent with the City's General Plan designation of PD (Planned Development) in that the proposed Parcel Map will allow for buildings to be clustered on-site to minimize grading and modifications of the natural topography, with development located below the 1,100-foot elevation, as called for in Policy LU-23.3 of the Land Use and Community Form Element of the General Plan.

B. The site is physically suitable for future development in that the parcels of the Vesting Tentative Parcel Map are within proposed buildings which meet the development standards of the SP (Ladyface Mountain Specific Plan) zone relative to building locations, lot coverage, and building height.

C. The design of the Vesting Tentative Parcel Map and proposed improvements are not likely to cause substantial environmental damage or serious public health problems. Street improvements and on-site property improvements will be required upon development of the vacant parcels.

D. The design of the Vesting Tentative Parcel Map or type of improvement will not conflict with easements acquired by the public at large for access through or use of property within the proposed development. Access to the parcels will be provided via Agoura Road.

Section 4. In accordance with the California Environmental Quality Act, the City has provided public notice of the intent to adopt an Environmental Impact Report that has been prepared to assess the potential environmental impacts for development of a 90,300 square foot office campus at 30440 and 30500 Agoura Road. The Environmental Impact Report and errata also describes alternatives to the project and identifies mitigation measures. Following consideration of the entire record of information received at the public hearings held by the Planning Commission on January 20, 2011, and the City Council on March 9, 2011, and due consideration of the proposed project, the City Council has certified the Final Environmental Impact Report, made the environmental findings pursuant to the CEQA, adopted a Statement of Overriding Considerations, and adopted a Mitigation Monitoring and Reporting Program per Resolution No. 11-1617.

Section 5. Based on the aforementioned findings, the City Council hereby approves Vesting Tentative Parcel Map No. 71284, subject to attached conditions, with respect to the property described in Section I herein.

**PASSED, APPROVED and ADOPTED** this 9th day of March, 2011, by the following vote to wit:

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

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Harry Schwarz, Mayor

ATTEST:

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Kimberly M. Rodrigues, City Clerk

**CONDITIONS OF APPROVAL**  
(Tentative Parcel Map No. 71284)

**STANDARD CONDITIONS**

1. This action shall not be effective for any purpose until the applicant has agreed in writing that the applicant is aware of, and accepts all Conditions of Approval of this Permit with the Department of Planning and Community Development. Any conditions on such acceptance or challenges, including the filing of legal action, relating to the permit or the conditions, shall be treated as a failure to meet this Condition and shall nullify and void this permit.
2. Except as modified herein, the approval of this action is limited to, and requires complete conformation to, the approved Vesting Tentative Parcel Map No. 71284.
3. It is hereby declared to be the intent that if any provision of this Permit is held or declared to be invalid, the Permit shall be void and the privileges granted hereunder shall lapse.
4. It is further declared and made a Condition of this action that if any Condition herein is violated, the Permit shall be suspended and the privileges granted hereunder shall lapse; provided that the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty (30) days.
5. All requirements of the Zoning Ordinance and of the specific Zoning of the property must be complied with unless set forth on the approved Vesting Tentative Parcel Map.
6. The applicant must comply with all requirements of the City Subdivision Ordinance.
7. No occupancy shall be granted for any new building until all Conditions of Approval have been complied with as determined by the Director of Planning and Community Development.
8. This permit is valid for the term of the Development Agreement approved as part of the project.
10. Vesting Tentative Parcel Map No. 71284 shall only be valid with Conditional Use Permit 09-CUP-001.

**ENGINEERING DEPARTMENT CONDITIONS**

11. Prior to final map recordation, the applicant shall:
  - A. Provide a copy of proposed Covenants, Conditions and Restrictions, as applicable to the project, to the City Engineer for review and approval by the City Attorney. These CC&Rs shall ensure, among other things, common ingress and egress, joint

- maintenance of all common access parking areas, utilities and drives as applicable to the project.
- B. Prepare fully executed Development Agreement (on City approved format and forms) with accompanying security as required, or complete all public improvements.
  - C. Provide a preliminary title report not older than thirty (30) days.
  - D. The final map recordation shall dedicate the following public utility easement(s) and emergency access easement(s): Storm Drain MTD 1127 Line "D," associated with debris basin, and any other drainage appurtenances associated with Phase I.

END



**Planning Commissioners Comments**  
**Conrad N. Hilton Foundation Headquarters Campus Project**  
**(comments given during the January 20, 2011 public hearing)**

Commissioner Moses

- He supports the project.
- The project is environmentally sensitive and thoughtfully designed and sets the bar high for future projects in the City.
- The building is sited in the best possible way to avoid impacts.
- He likes the permanent dedication of open space.
- The 25-year period of the Development Agreement is too long, especially regarding fees.
- Avoiding impacts to the Ojai navarretia species is challenging, but he would support on-site mitigation if feasible.
- He supports the oak tree mitigation because more oak trees will be planted.

Commissioner Justice

- He supports the project.
- The project is well-planned and provides opportunities for employment.
- Staff should verify the number of oak trees required for mitigation.
- He likes the building colors and building materials; the matte finish on the windows reduces glare.
- Staff should consider combining all conditions of approval into one Resolution.

Commissioner O'Meara

- He supports the project.
- The City Council should vet "EIR Project Alternative 2-Parking Lot Redesign."
- The architectural design of Phases III and IV should be subject to Planning Commission approval.
- The applicant should explain the metal louvers on the building in more detail.
- The applicant should be required to dedicate open space land above the 1,100-foot elevation prior to grading/building permit issuance, rather than prior to Phase I building occupancy.
- The applicant should be required to complete Agoura Road street improvements along the entire street frontage for the first phase of construction, rather than deferring the westerly portion of the street improvements to the second phase of construction.
- The City Attorney should consider strengthening the "Right to Assignment" and the "Indemnity" provisions of the Development Agreement.

Vice Chair Buckley Weber

- She is a proponent of the project, despite a number of comments.
- The design of the project is excellent and environmentally sensitive. She likes the LEED designation.
- None of the four buildings will be extraordinarily large.
- The project will provide for clean jobs and clean energy.
- The Hilton Foundation is an internationally recognized business that will bring business and employment opportunities to the City.
- The funicular goes against the Ladyface Mountain Specific Plan. She is not convinced it is necessary. It may be visible from several areas. The applicant should, instead, consider the use of the cart path for employee access.
- The story poles placed on the property are visible from portions of Canwood Street.
- She understands why the buildings cannot be terraced in design.
- The proposed green roof design will be more attractive than a typical tile roof.
- The City Council should carefully review the proposed building materials for consistency with the Ladyface Mountain Specific Plan.
- The City Council should review the proposed color tones of the building.
- The use of solar panel on the parking lot canopies is appreciated.
- She is concerned about the impacts to the Ojai navarretia plant species.
- Regarding the Ojai navarretia species, she does not support "EIR Project Alternative 3-Reduced Density" because it is too drastic. She would like to know more about "EIR Project Alternative 2-Parking Lot Redesign."
- The Development Agreement term of 25 years for vesting entitlement is too long; she supports 15 years with options.
- She can support the variance for the retaining wall heights shown on the grading plan.
- The anticipated number of employees justifies the proposed parking variance.
- The oak tree permit is necessary for the development of the site.
- The vesting tentative parcel map is necessary for the merger of the parcels.
- The provision of 80% of the site as open space is wonderful.
- The applicant should be required dedicate open space land above the 1,100-foot elevation prior to Phase I building occupancy.
- The open space dedication will provide for consistency with the Ladyface Mountain trail system.
- The City Council should ensure that no grading will take place for Phases II and IV as part of the grading for Phase I.
- The applicant should be required to connect to non-potable water for the project.
- Low volume irrigation practices are recommended.
- The proposed 25-year phasing of the project is too long; she supports 15 years with options.

Vice Chair Buckley Weber (continued)

- The applicant should be required to complete Agoura Road street improvements along the entire street frontage for the first phase of construction, rather than deferring the westerly portion of the street improvements to the second phase of construction.
- The applicant should be required to provide for two pieces of public art for the project, rather than one piece.

Chair Rishoff

- He concurred with the comments given by the other Planning Commissioners.

END

## Doug Hooper

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**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

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**From:** Mike & Sue Davis [mdavis5855@dslextre.me.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

January 20, 2011

CITY OF AGOURA HILLS

2011 JAN 20 AM 10:38

CITY CLERK

Re: Conrad Hilton Foundation Headquarters Campus Project

Chairman Rishoff and Commissioners,

We are all flattered that the Hilton Foundation has chosen to locate their headquarters in Agoura Hills. The Foundation is well known for their charitable works world-wide. However, I have a few concerns with the scope of the project with regards to our Ladyface Mountain Specific Plan. This Plan was a carefully thought out plan designed to protect the most visual of the beautiful natural features in the City.

First of all, I feel that a 25 year Development Agreement is too long. I would encourage 15 years maximum with any additional time needed to be brought back to the City Council. The removal of 65 oak trees and most of the grading for the project is to be done in Phase I. Do we want graded hillsides to sit vacant for up to 25 years? Probably most of you do not remember that hillsides in Liberty Canyon were left scarred and vacant for over 10 years by a developer who received permits under LA County and we all felt that was too long. It was one reason why we became a City. The 25 year phasing of the project is based on anticipated growth. Unfortunately, none of us can predict that that growth will occur. The amount of grading, the height of manufactured slopes, the height of retaining walls, and the removal of 65 oak trees are other issues.

My second concern is with the design of the buildings. Current design standards are all encouraging LEED guidelines. My understanding is that a Platinum LEED building should integrate into the natural landscape. A key component of our Ladyface Mountain Specific Plan determined that terracing the buildings was a key component to accomplishing that. Now the developers of the LEED standards are telling us that this is not possible. They are using "tilt up" concrete construction with expansive use of reflective glass walls, both of which we have traditionally discouraged in Agoura Hills. Western sun reflections off these surfaces are not in keeping with protecting the visual beauty of our hillsides. Are we really willing to sacrifice our standards to accommodate this plan? We will be living with these structures in perpetuity, long after other technology is developed. Hiding building mass behind landscaping is not the answer.

I urge you to consider these issues carefully. We cannot assume that, just because the Hilton name is attached to this project, that it will be advantageous for our community. Is this truly a project you will be proud to have approved?

Thanks for taking the time to consider my concerns. Good luck in your deliberations.

Sincerely,

Joan Yacovone

## ***MEMORANDUM***

Date: February 28, 2011

To: City of Agoura Hills City Council

From: Conrad N. Hilton Foundation

Subj: Response to Joan Yacovone Comment Letter

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On January 20, 2011, Ms. Joan Yacovone submitted a comment letter on the Conrad N. Hilton Headquarters Campus project addressed to the City of Agoura Hills Planning Commission. The following provides responses to each of Ms. Yacovone's comments for your consideration in review of this project. The numbers assigned to each response are keyed to the numbers indicated on the attached version of Ms. Yacovone's letter.

### Responses:

- 1) The Development Agreement under consideration for approval to City Council includes an initial term of 15 years. So long as the Foundation retains ownership of the property and is proceeding with development of the Project, the DA would be automatically extended for up to two extended terms of five-year each for a total of 25 years.
- 2) The proposed project would result in the removal of 36 oak trees over all phases of the project. Of the 36 oak trees to be removed, 10 oaks would be removed in Phase I, and 26 oaks would be removed in Phase II. Additionally, of the 36 oak trees to be removed, 24 of the trees would be removed as a result of widening Agoura Road, relocating the western debris basin to accommodate for widening of Agoura Road, or debris cone maintenance requirements imposed by Los Angeles County Flood Control District.
- 3) The proposed project is not a 25-year construction project. The project will consist of periods of construction for each phase that will last between 1 and 1.5 years. Each phase of the project will be undertaken on an as needed basis, and will be fully improved and landscaped before proceeding to the next phase. Additionally, pursuant to the City of Agoura Hills Zoning Code, Section 9658.1, Item F, the City's landscape coordinator must conduct a final landscape inspection and issue approval of the plantings, ensuring compliance with the approval landscape plans and specifications prior to issuance of a Certification of Occupancy.
- 4) The proposed project will not exceed the allowable pad areas defined by the Ladyface Mountain Specific Plan indicating that the size of the proposed project is consistent with the amount of landform alteration and grading anticipated for the site.

The height of manufactured slopes on the property will be consistent with slopes on the adjacent property to the east. The largest of these slopes will be the slope along the south side of Agoura Road, which is required for the widening of Agoura Road.



There are three retaining walls that will exceed six feet in height, with the tallest being 12 feet tall. The applicant has requested a variance to construct the walls and would incorporate decorative materials, screening and landscaping to blend the walls into the landscape.

As discussed in Response #2 above, the proposed project would result in the removal 36 oak trees over all phases of the project; not 65.

- 5) LEED is a third-party certification program for the design, construction and operation of high-performance green buildings. LEED promotes a whole-building approach to sustainability by recognizing performance in areas of human and environmental health as well as energy savings. The LEED criteria contain relatively few points related to integrating a building into a natural landscape. To address these issues an Environmental Constraints Analysis (ECA) was prepared for the project site identifying the site's natural resources and the potential to support and/or constrain both the site plan and building design. As discussed in Draft EIR Section 3.2, Project Site Setting, and illustrated in Figure 3-1, issues addressed in the ECA included: vegetation communities, jurisdictional habitat, oak tree locations, and visual sensitivity. The ECA process yielded a development opportunities map that is reflective of each of the environmental issues. The findings of the ECA were used to formulate a project design that avoids the most constrained or "Restrictive" areas, and focuses the majority of the project footprint within the least constrained or "Preferred" areas. The development footprint for the project, as proposed, has been limited to approximately 12.09 acres (or 18%) of the 66.6-acre project site. The 12.09 acres would include 10.30 acres of the areas identified as "Preferred" opportunity areas and only 1.79 acres of the areas with moderate constraints designated as "Conditional." No project grading would take place in areas identified as "Restrictive" areas. The majority of the project site (81%, or 54.02 acres) would remain undeveloped, ensuring considerable preservation and compatibility with the natural hillside open space and existing surrounding uses.
- 6) The Ladyface Mountain Specific Plan Hillside Siting Criteria provided on Exhibit III-4, illustrates that buildings to be located on hillsides must be terraced into the hillside to prevent the appearance of excessive massing. The proposed pads and buildings have been designed to step back into the hillside consistent with this criteria.
- 7) The proposed buildings have been oriented in a generally east/west direction, which allows interior spaces to maximize the use of natural light for interior lighting; consistent with the criteria for obtaining LEED certification. In their generally east/west orientation, the south side of the buildings facing toward the slopes have been set into the slopes creating a terracing effect to prevent excessive massing consistent with the Hillside Siting Criteria of the Ladyface Mountain Specific Plan
- 8) The comment regarding the buildings being constructed using tilt up concrete construction is incorrect. The proposed project would consist of buildings that are custom cast-in-place construction. An integrated design has been utilized for the buildings. Split-faced stone accents will be utilized on the building exteriors in order to enhance the appearance of the project from an aesthetic standpoint.

- 9) The proposed buildings would rely on windows to allow natural light to illuminate interior spaces. The windows for the proposed buildings have been designed with a low-iron glass that is the least reflective glass available, to limit the amount of glare. Additionally, the west facing side of the Phase I building has been designed with a matte finished metal louver system that will cut down the amount of sunlight allowed to enter into the building, as well as reflect off of the glass. The Phase 2, 3, and 4 buildings have not been designed but would likely employ similar design features.
  
- 10) As discussed above, the proposed pads and buildings have been designed consistent with the Ladyface Mountain Specific Plan Hillside Siting Criteria. Additionally, the landscape plan for the proposed project has been designed consistent with the Ladyface Mountain Specific Plan Landscape Concept for Agoura Road (Exhibit III-2). The objective of the project is to integrate the grading and buildings into the landscape by setting the buildings into the landscape, using contour grading, and native vegetation planted throughout the project, including on the slopes along the south side of Agoura Road.

January 20, 2011

CITY OF AGOURA HILLS

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CITY CLERK

Re: Conrad Hilton Foundation Headquarters Campus Project

Chairman Rishoff and Commissioners,

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Thanks for taking the time to consider my concerns. Good luck in your deliberations.

Sincerely,

Joan Yacovone

## CONRAD N. HILTON FOUNDATION HEADQUARTERS CAMPUS PROJECT EIR

### SECOND ERRATA

This document is a second errata for the Conrad N. Hilton Foundation Headquarters Campus Project Environmental Impact Report (EIR). This errata describes changes to the Final EIR stemming from the applicant's and Planning Commission's review of the project and EIR subsequent to publication of the administrative Final EIR that was reviewed by the Planning Commission at its January 20, 2011 public hearing.

Specific changes made subsequent to the January 20, 2011 hearing include:

1. Revisions to Mitigation Measure BIO-2(a)
2. Revisions to Response 9.3 of the responses to comments on the Draft EIR (Section 8.0 of the Final EIR)
3. Revisions to the EIR Alternatives section (Section 6.0) that respond to requests from members of the public and Planning Commission for clarification on the alternatives being studied and consideration of additional alternatives that would reduce impacts to the Ojai navarretia located onsite

Items 1 and 2 are addressed below. A revised Section 6.0 (Alternatives) is attached. All of the revisions shown in this errata supersede the discussions included in the text of the administrative Final EIR and are, therefore, part of the Final EIR being considered by the City Council at its March 9, 2011 public hearing. None of the revised discussions included in this errata identify new significant impacts or increase the significance of previously identified impacts. As such, none of the changes constitute significant new information that would warrant recirculation of the Draft EIR.

#### **Revisions to Mitigation Measure BIO-2(a)**

The "Off-Site Enhancement" portion of Mitigation Measure BIO-2(a) has been revised to read as follows (revisions are identified in strikethrough underline format):

Off-Site Enhancement. Off-site enhancement would consist of locating disturbed or poor quality population(s) of Ojai navarretia ~~containing at least two times the number of individuals impacted by the project and~~ undertaking an Enhancement in-Plan to improve the conditions of the habitat and increase the population(s) by at least 2,000 individuals ~~to prevent further disturbance and/or promote the long term viability of the population.~~ The applicant shall submit an Enhancement Plan, prepared by a qualified ecologist, which identifies the location of the population and the need for enhancement, as well as the enhancement methodology that details the approach and timing associated with enhancement, maintenance, monitoring requirements, and contingency planning in order to achieve the 2:1 offset ratio performance standard. The Applicant shall implement the approved enhancement plan and monitor the enhanced population for a minimum of seven years. If the population proposed for



enhancement were to be located on land owned by a public agency, or a conservation organization approved by the City of Agoura Hills, the Applicant may enter into an in-lieu fee agreement with the conservation organization to implement and monitor the approved Enhancement Plan. Prior to issuance of the Phase I grading permit, the Applicant shall obtain approval for the Enhancement Plan from the City of Agoura Hills, and secure a bond for an amount equal to the cost of the enhancement effort. The bond shall be released by the City upon satisfaction of the approved performance criteria. If the Enhancement Plan is to be accomplished via an in-lieu fee agreement, the agreement must be executed and fees conveyed prior to issuance of the Phase I grading permit. The performance bond shall not be required if the mitigation is accomplished via an in-lieu fee agreement.

### **Revised Response to Comment 9.3**

Response 9.3 of Final EIR Section 8.0 has been revised to read as follows:

In response to the comment regarding the feasibility of alternatives, in order to avoid the area occupied by Ojai navarretia, Alternative 2 would shift the parking lot to the north toward Agoura Road and would likely not require additional hillside excavation for the subterranean parking level. No change to the western side of the project would be required. Retaining walls would be required along the full length (approximately 320 feet) of the north side of the Central Parking Lot facing Agoura Road. Under this design there would not be sufficient room to accommodate the bio-swale and vegetated detention basin along the south side of Agoura Road. In comparison to the proposed project, the retaining walls required in Alternative 2 would result in a more adverse affect on the visual character of the site by altering foreground views of the site from Agoura Road.

Due to the reduction in density, Alternative 3 would not require the subterranean parking level, and therefore the width of the surface parking lot would be reduced. The Central Parking lot in Alternative 3 would have a slightly reduced footprint than the proposed project, and like Alternative 2, it would be shifted north toward Agoura Road to avoid the area occupied by Ojai navarretia. Given the reduced footprint, the north side of the parking lot would not be as close to Agoura Road, but like Alternative 2, approximately 320 feet of retaining walls would still be required along the north side of the parking lot, and there would not be enough room to accommodate the naturally vegetated detention basin. Under Alternative 3, the western portion of the project would remain unchanged from the proposed Phase II site plan. The reduced footprint of Alternative 3 would reduce the overall visual impacts of the project site from vantage points by preserving slightly more open space and removing the Phase III and Phase IV buildings. However, visual impacts from Agoura Road along the eastern portion of the property would be greater than the proposed project due to the retaining walls and reduced setback to the Central Parking Lot.

As compared to the proposed project, Alternative 3 would incrementally reduce the amount of hardscape, retain a slight increase in contiguous open space, and reduce greenhouse gas emissions due to reduced employment and operations pursuant to the reduced scale. However, Alternative 3 would not meet the Applicant's objective to build out all four phases of the project to accommodate for the anticipated growth of the Conrad N. Hilton Foundation. The Applicant intends to move its world headquarters to the proposed project



site and would not pursue development of a project that would not accommodate for their anticipated growth.

**Revised Alternatives Section**

Section 6.0, *Alternatives*, of the Final EIR has been replaced with the attached section, which includes clarification of previously studied alternatives and the inclusion of two additional alternatives that would reduce impacts to onsite Ojai navarretia by relocating portions of the onsite parking or reducing onsite parking. Revisions are identified in strikethrough underline format.

As noted in the revised Section 6.0, either of the new alternatives identified (Alternative 4 or 5) would lessen impacts to onsite Ojai navarretia habitat by reducing the area of habitat that would be disturbed by site development. However, neither alternative would completely eliminate impacts to Ojai navarretia. Therefore, this impact would remain unavoidably significant under either of these alternatives and the City Council would still need to adopt a Statement of Overriding Considerations if it chooses to adopt either alternative.



## 6.0 ALTERNATIVES

Pursuant to CEQA Guidelines Section 15126.6(a), an EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation.

The proposed project would cause environmental impacts less than significant after mitigation in all cases but one. The impact related to rare plants and in particular the Ojai navarretia was classified as unavoidably significant due to the removal of 1,000 individuals on about 0.27 acre during Phase I and removal of about 15 individuals during Phase II. Therefore, alternatives were devised that would reduce this impact to a level that is less than significant. It is noted that the impact is unavoidably significant in the short term, but the significance after mitigation would likely decrease with increasing success of the mitigation/restoration efforts employed through Mitigation Measure BIO-2(a).

Alternatives to the proposed project that would reduce significant impacts are listed below and compared in Table 6-1.

- *Alternative 1 - No Project*
- *Alternative 2 - Ojai navarretia Avoidance - Parking Lot Redesign*
- *Alternative 3 - Ojai navarretia Avoidance - Reduced Density*
- *Alternative 4 - Ojai navarretia Impact Reduction - Parking Lot Relocation*
- *Alternative 5 - Ojai navarretia Impact Reduction - Parking Capacity Reduction*

**Table 6-1  
 Project Alternative Comparison**

Feature	Proposed Project	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Total Office Space (sf) *	90,300 sf	None	90,300 sf	60,750 sf	<u>90,300 sf</u>	<u>90,300 sf</u>
Buildings *	4 buildings: 24,000 sf 36,000 sf 7,500 sf 21,300 sf	None	4 buildings: 24,000 sf 36,000 sf 7,500 sf 21,300 sf	2 buildings: 24,000 sf 36,000 sf	<u>4 buildings: 24,000 sf 36,000 sf 7,500 sf 21,300 sf</u>	<u>4 buildings: 24,000 sf 36,000 sf 7,500 sf 21,300 sf</u>
Stories/ Building Height	35 ft above ground surface	None	35 ft above ground surface	35 ft above ground surface	<u>35 ft above ground surface</u>	<u>35 ft above ground surface</u>
Parking Spaces	<u>239271</u>	None	<u>239271</u>	<u>484185</u>	<u>271</u>	<u>226</u>
Agoura Road Widening	Yes	No	Yes	Yes	<u>Yes</u>	<u>Yes</u>

\* Also includes 1,500 sf of maintenance building

Each of the various alternatives is described below along with the relative impact analysis. This section also evaluates the feasibility of similar development at alternative locations and, as required by CEQA, includes a discussion of the "environmentally superior alternative" among





those studied. A more detailed description of the alternatives is included in the impact analysis for each alternative. Additionally, the ability of each alternative to achieve some or all of the project objectives shall be addressed. As previously identified in Section 2.6, Project Objectives, the following list provides a synopsis of the objectives and goals of the proposed project, as required by Section 15124(b) of the CEQA Guidelines:

- Develop a project that is aesthetically and functionally compatible with adjacent uses and the environment.
- Provide an example for future projects to incorporate environmentally sensitive site planning and "green" elements that reduce the demand for utilities and the generation of solid waste.
- Develop a project that is consistent with the size and scale of development allowed under the Ladyface Specific Plan.
- Create a headquarters for the Foundation that would facilitate an engaging workspace environment that is open and light-filled so as to encourage creativity, collaboration, and productivity.
- To construct a project that is architecturally attractive and achieves the United States Green Building Council's LEED Platinum Certification.
- To assure through the Development Agreement that the Hilton Foundation will be able to build out all four phases of the project over time, and that the City will receive the benefits associated with locating the project within its boundaries.

## 6.1 NO PROJECT ALTERNATIVE

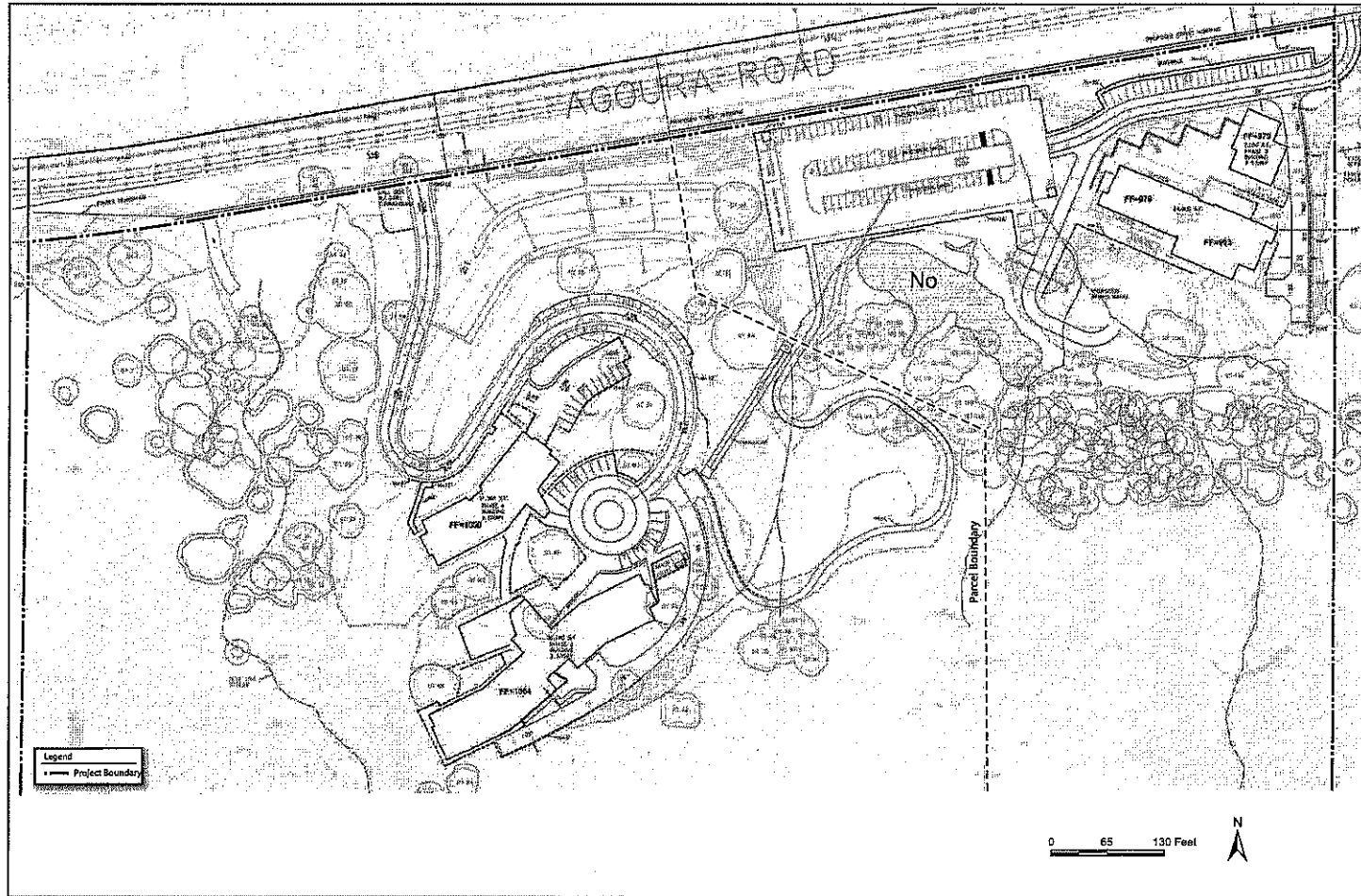
This alternative assumes that the proposed project would not be developed and that the site would remain vacant, as it is currently. The No Project alternative would avoid the proposed project's environmental impacts in every issue area studied in the EIR. However, this alternative does not preclude the site from future development under a different proposal.

## 6.2 OJAI NAVARRETIA AVOIDANCE - PARKING LOT REDESIGN

### 6.2.1 Description

Under the Ojai Navarretia Avoidance - Parking Lot Redesign Alternative, all of the same buildings would be constructed; however, the Central Parking Lot that is proposed for construction in Phase I would need to be redesigned to avoid the Ojai navarretia population (see Figure 4.2-46.2-1, Ojai navarretia population is designated with blue hatch marks and as the polygon with the "No" symbol). ~~It is not certain how~~ The parking lot would be reconfigured and relocated north to within 10 feet of the Agoura Road right-of-way, to avoid this population; ~~however~~ Additionally, the southern most row of parking containing 23-21 parking spaces would likely need to be substantially removed from the development footprint such that there





Alternative 2 Site Plan

Figure 6.2-1

City of Agoura Hills

is a 10-foot fuel modification buffer between the revised Central Parking Lot footprint and the Ojai navarretia population. In addition, this Central Parking Lot is the location for the Phase IV parking lot expansion that involves subterranean construction. It is likely that the modified Modifications to the surface parking footprint would also result in modifications the loss of parking spaces on the to the subterranean design under Phase IV or require an above ground parking garage level to be constructed in Phase IV. To offset the loss of parking spaces within the Central Parking Lot, 27 parking spaces would be constructed along the north side of the eastern driveway, and 18 subterranean parking spaces would be constructed under the Phase IV building. The bio-swale and detention basin to be constructed along Agoura Road would be reduced in capacity to accommodate the parking along the driveway.

The surface level of the Central Parking Lot would maintain the same elevation as with the proposed project. This elevation generates sufficient gradient to allow surface drainage to flow to the eastern end of the bio-swale along Agoura Road. To maintain the elevation of the parking lot, a 330-foot long retaining wall ranging from 15 feet to 18 feet in height above the bio-swale would be constructed along the north side of the parking lot adjacent to Agoura Road. Additionally, a 260-foot long retaining wall ranging between 9 and 15 feet would be constructed along the north side of the parking spaces along the eastern driveway in order to preserve the width of the bio-swale.

Options for relocating up to 23 surface parking spaces could involve redesigning the Central Parking Lot under Phase I such that it is located closer to Agoura Road. It is noted that there is a grade change between the Central Parking Lot and the roadway, so parking expansion northward towards the roadway would need to account for this grade change. In addition, as shown on Figure 4.6-3, the proposed drainage system including bio swales and a bio detention system are located adjacent the roadway and may need to be reconfigured to accommodate a relocated parking area.

Other options for parking relocation could involve development of an above ground parking structure or a subterranean parking level during Phase I. A subterranean or partially subterranean structure could be set back into the hillside, with the excavated soil transported off site. Parking during subsequent phases would also need to be re-evaluated and may need to be reconfigured such that additional surface parking occurs elsewhere on site, or the subterranean parking occurs elsewhere on site, or the subterranean parking proposed beneath the Central Parking Lot is redesigned to account for the reduced surface parking area of the Central Parking Lot. Construction of a subterranean parking structure closer to the roadway may also necessitate redesign of the currently proposed drainage features and would likely require additional grading to reposition the features elsewhere on site.

This alternative would also involve reconfiguration of the eastern debris basin and access road. In order to avoid impacts to Ojai navarretia, the basin would be reconfigured to extend further to the south and east. All other project design features would remain consistent with the currently proposed project and would result in the same amount of overall development.



## 6.2.2 Impact Analysis

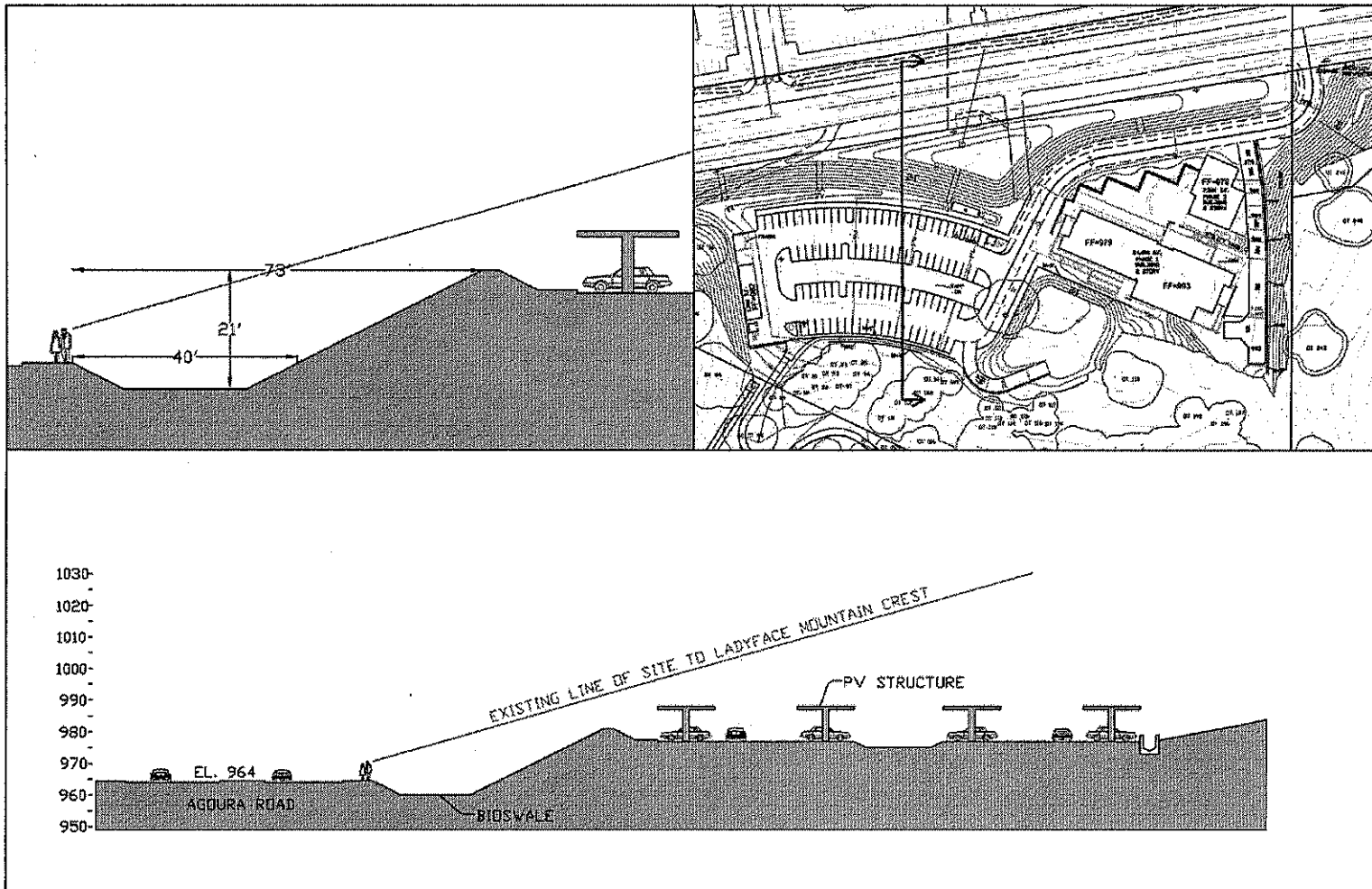
a. **Aesthetics.** This alternative would have the same number of buildings as compared with the proposed project and it is assumed that all of the buildings could be maintained in their currently proposed configurations. This would result in the same overall massing for the site with respect to building development.

~~If the~~As illustrated on Figure 6.2-1, the Central Parking Lot ~~surface parking~~ ~~were~~ ~~would~~ be relocated closer to the roadway ~~Agoura Road~~. ~~The~~ The aesthetic impacts associated with the relocation ~~would~~ be greater than those of the proposed project (see Figure 6.2-2) due to the ~~increased visibility of surface parking~~ need for a retaining wall along the north side of the parking lot that ranges from 15 to 18 feet in height for a distance of 330 feet. As illustrated on Figure 6.2-3, views of the Ladyface Mountain ridgeline from Agoura Road ~~would~~ be obstructed for the length of the Central Parking Lot. Additionally, the 260-foot long, 9-foot to 15-foot tall retaining wall that would extend along the north side of the parking spaces to be relocated along the north side of the eastern driveway would also generate aesthetics impacts that would be more adverse than those of the proposed project (see Figure 6.2-4). As illustrated on Figure 6.2-5, the retaining wall associated with the parking along the eastern driveway would obstruct the visibility of the majority of Ladyface Mountain along its length, but would not obstruct the visibility of the Ladyface Mountain ridgeline from Agoura Road. ~~In addition, construction of an above ground or partial subterranean garage built into the hillside, but located closer to the roadway might be visible from the roadway would likewise have the potential for adverse visual impacts.~~ These impacts could be mitigated to a level that is less than significant with ~~through~~ incorporation of design features such as landscaping and /or architectural features ~~decoratively designed walls on a parking structure that would help to ensure that the parking is attractive and does not degrade the visual character of the site~~ is not significantly degraded. Thus, the impact with respect to aesthetics would be Class II, significant but mitigable for impacts related to alteration of the visual character/visual quality of the site (Impact AES-1), whereas the proposed project would have Class III, less than significant impacts with respect to visual character/visual quality.

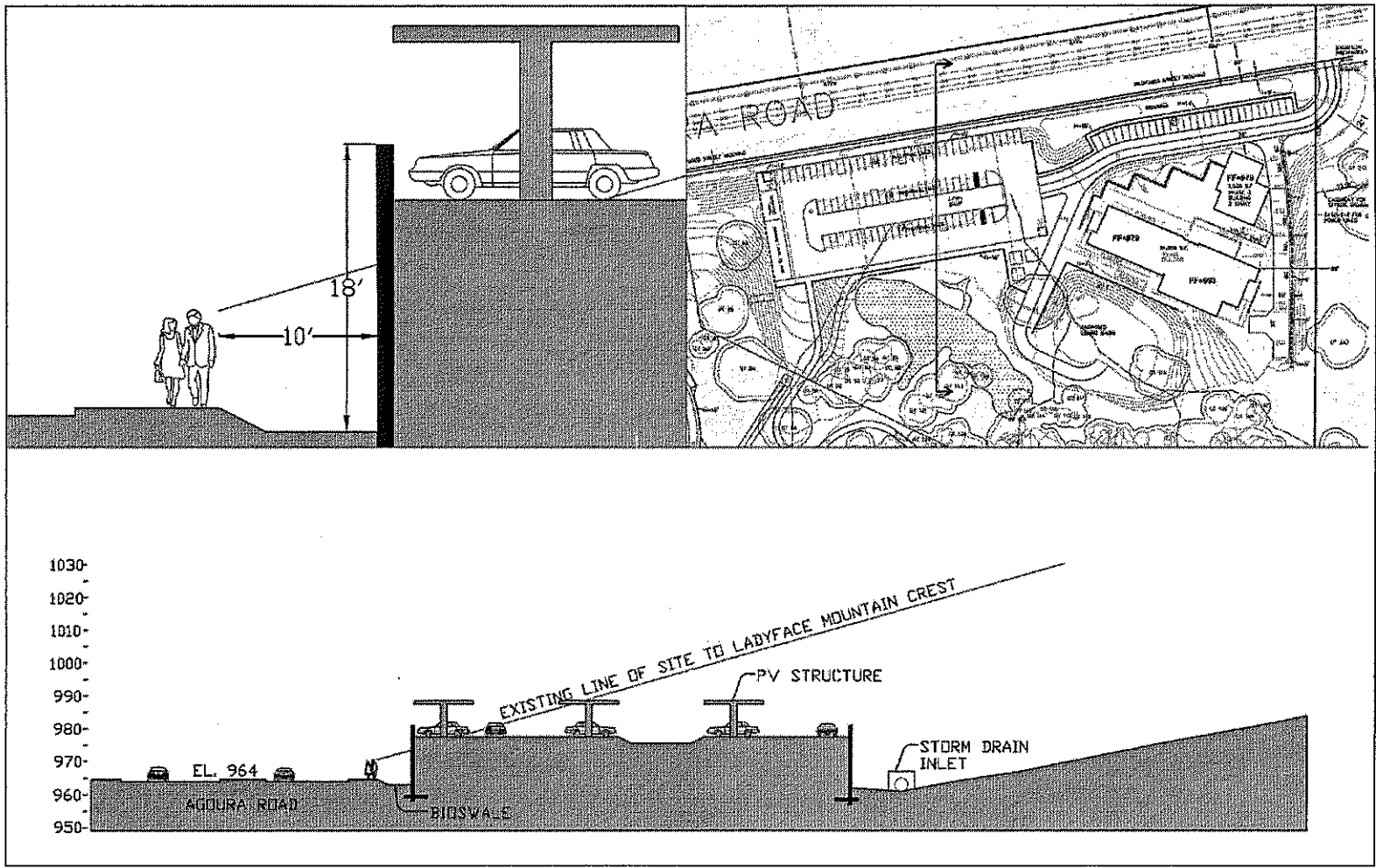
This alternative, the same as the proposed project, would have Class III, less than significant impacts related to scenic resources within view of a State Scenic Highway because the project ~~is~~ ~~would~~ ~~not~~ ~~be~~ visible from such a roadway. In addition, this alternative would have Class III, less than significant, impacts related to light and glare due to compliance with City standards, the same as with the proposed project.

b. **Biological Resources.** This alternative would avoid ~~affecting~~ ~~about~~ ~~directly~~ impacting approximately 1,000 Ojai navarretia plants on about 0.27 acres. ~~but~~ ~~would~~ necessitate relocation of 23 parking spaces under Phase I and may also require relocation of ~~subterranean spaces that are proposed under Phase IV~~ This would be accomplished by ~~relocating the Central Parking Lot north to within 10 feet of the Agoura Road right-of-way, and removing the southern row of parking on the surface and subterranean levels.~~ ~~If the relocation can be accommodated within the northern most portions of the property where grading is proposed to occur for road widening,~~ ~~†~~ The impacts to biological resources would be less than

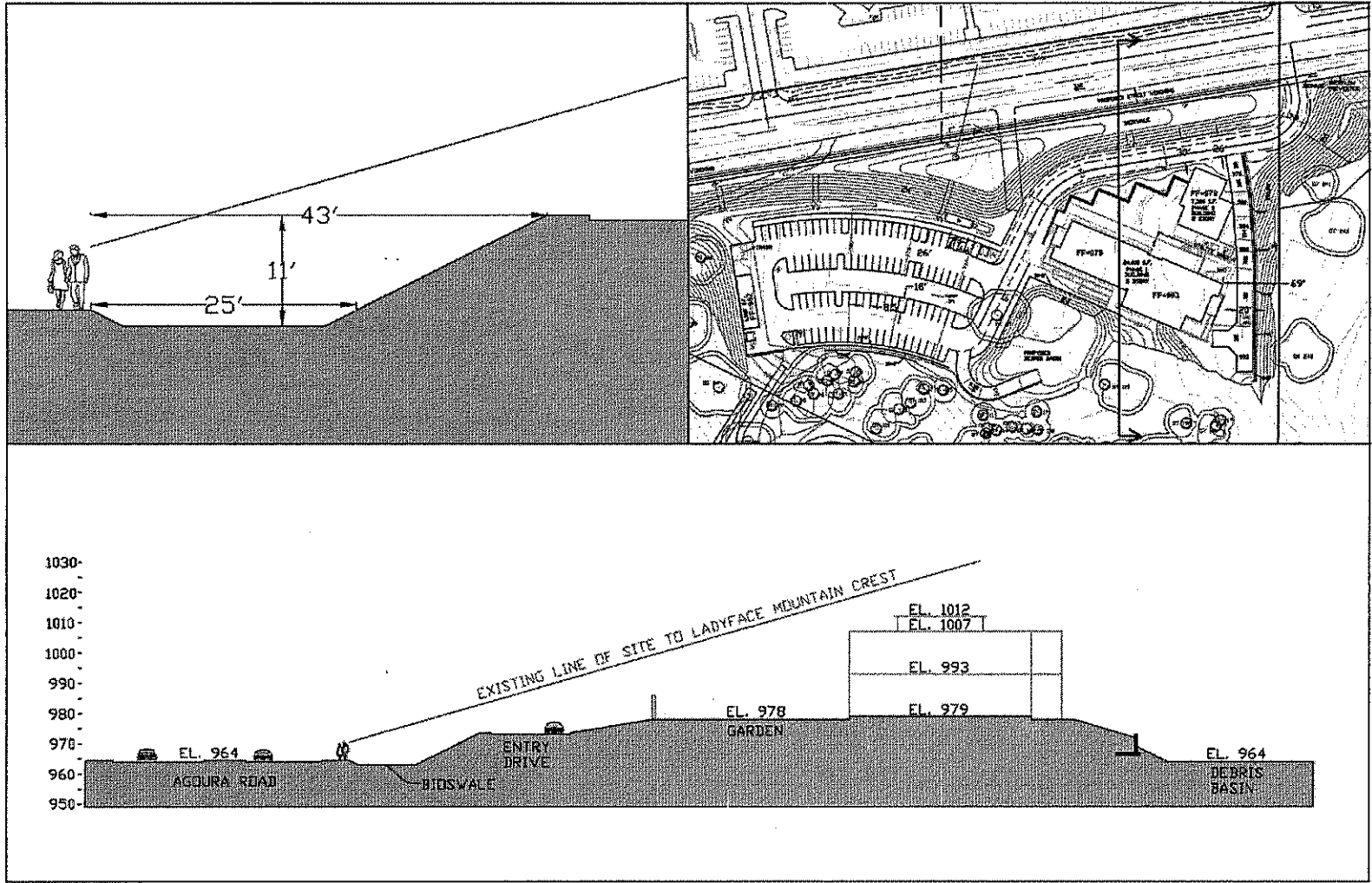




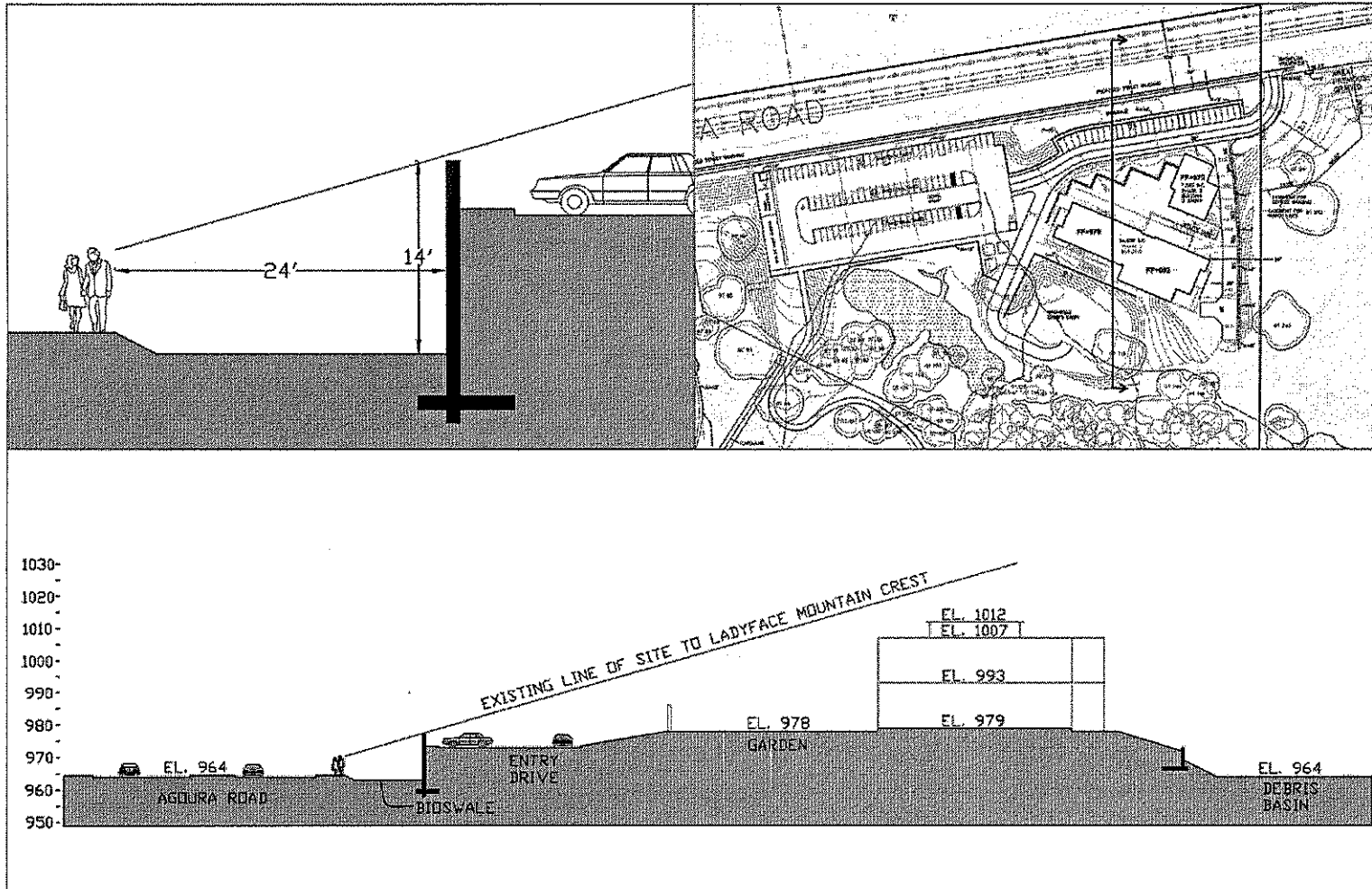
Proposed Project - Central  
Parking Lot Cross Section  
Figure 6.2-2  
City of Agoura Hills



Alternative 2 - Central  
Parking Lot Cross Section  
Figure 6.2-3  
City of Agoura Hills



Proposed Project -  
 Eastern Driveway  
 Parking Lot Cross Section  
 Figure 6.2-4  
 City of Agoura Hills



Alternative 2 - Eastern Driveway  
 Parking Lot Cross Section  
 Figure 6.2-5  
 City of Agoura Hills



those of the proposed project as the unavoidably significant impact associated with removal of the 0.27 acres of Ojai navarretia would be eliminated. The impact would likely be Class II, significant but mitigable with conditions on irrigation and management to protect the on-site populations, or would be Class III, less than significant, as if no direct or indirect impacts are likely to occur due to incorporation of a substantial buffer.

~~Given the road widening project, grade changes, and drainage plans for bio swales along the Agoura Road frontage, it may not be feasible to accommodate parking within the northernmost areas of the property. There is ample additional area to relocate parking on the site, given that development is limited to only 12.09 acres of the 66.6-acre site; however, there are a number of other sensitive biological resource areas (see Figure 4.2-4 and Figure 4.2-5) and roofline development is not permitted to exceed the 1,100-foot elevation contour. Enlarging the Central Parking Lot westward would affect California buckwheat dominated coastal scrub, and a grouping of oaks that is mapped as a sensitive Valley Oak Woodland Alliance [see Figures 4.2-4, 4.2-5, and 4.2-1(a-b)]. Moving the parking lot to the south would affect a different mapped sensitive Coast Live Oak Woodland Alliance and additional jurisdictional drainage areas [see Figures 4.2-4, 4.2-5, and 4.2-1(a-b)]. Increased impacts to California buckwheat dominated coastal sage scrub would be Class III, less than significant, the same as with the proposed project (see discussion under Impact BIO-3 in Section 4.2, Biological Resources); however, additional impacts to Oak Woodland Alliances may require mitigation (Class II, significant but mitigable), depending on the extent of the impacts (see discussion under Impact BIO-3 in Section 4.2, Biological Resources). Increased impacts to jurisdictional drainages would require additional offset pursuant to mitigation measures BIO-4(b-c).~~

As illustrated on Figure 6.2-1, the remainder of the development footprint is consistent with the proposed project with the exception of the eastern debris basin. In order to avoid impacts to Ojai navarretia, Alternative 2 would expand the limits of the eastern debris basin to the east and south, resulting in additional impacts to oak trees and jurisdictional riparian habitat. These additional impacts to biological resources would be considered significant but mitigable through application of mitigation measures BIO-4(b-c) and BIO-6(a-c).

All other impacts related to biological resources are likely to be the same as the proposed project: Class II, significant but mitigable for sensitive wildlife species (Impact BIO-1); Class II, significant but mitigable, for jurisdictional drainages (Impact BIO-42); Class III, less than significant, for wildlife migration corridors (Impact BIO-5); Class II, significant but mitigable, for protected oak trees (Impact BIO-6); and Class III, less than significant, for habitat conservation plans (Impact BIO-7).

**c. Cultural Resources.** This alternative would have similar impacts related to cultural resources as compared to the proposed project. As identified in Section 4.3, *Cultural Resources*, the proposed project has the potential to unearth cultural resources during grading. This alternative would result in similar ground disturbance and grading extent as the proposed project. Therefore, impacts would remain Class II, significant but mitigable. Mitigation measures CR-1(a), CR-1(b), and CR-2 would apply to this alternative.

**d. Geology and Soils.** Impacts to geology and soils would be similar to those identified for the proposed project. As this alternative would ~~develop~~ involve all of the same phases as



~~identified for the proposed project, this alternative would have the same grading extent and slopes which slopes, which include slopes above would not exceed 21.5:1.~~ Slopes higher than 21.5:1 have an increased chance of erosion and instability. This would result in the same impacts related to erosion or loss of topsoil and impacts would remain Class II, significant but mitigable. Mitigation measure GEO-1 would apply to this alternative.

**e. Greenhouse Gases.** As indicated in Section 4.3, *Greenhouse Gases*, the bulk of the Greenhouse Gas (GHG) emissions associated with the project would come from vehicular traffic emissions. This alternative, having the same density as the proposed project would result in the same amount of GHG emissions as compared with the proposed project. Thus, impacts would be Class III, less than significant, the same as with the proposed project.

**f. Hydrology and Water Quality.** This alternative ~~could potentially~~ would place development closer to the Agoura Road right-of-way, ~~where in the area where~~ bio-swales and a bio-detention basin are proposed (see Figure 4-6 ~~36.2-1~~). ~~If parking were to be relocated in this area, the drainage system may need to be redesigned as well.~~ As a result of the Alternative 2 design, the bio-swale and detention basin that would be adequate to accommodate. ~~However, it is assumed that engineering and design solutions are available that would ensure adequate bio-treatment of stormwater such that impacts related to adequacy of onsite treatment facilities (see Impacts HWQ-2 and HWQ-3) would not exceed the capacity or treatment requirements of the receiving storm drain system have been redesigned to fit between the project improvements and Agoura Road.~~ Thus, impacts related to site discharge would be Class III, less than significant, the same as with the proposed project. In addition, sedimentation impacts during construction (see Impact HWQ-1) would remain Class III, less than ~~significant,~~ significant, the same as with the proposed project, due to compliance with NPDES general construction permit requirements.

**g. Other Initial Study Issues.** Additional grading or excavation for a subterranean garage under Phase I of this alternative could have additional air quality impacts during construction activity. Increased excavation and soil hauling if subterranean parking is constructed would result in increased Phase I construction emissions. However, as Phase IV includes only 5,000 CY of excavation for the subterranean garage, construction of a subterranean garage under Phase I in the same location is likely to require a similar amount of excavation. The planned Phase IV construction proposal would allow for the soil to remain onsite and be utilized elsewhere in the Phase IV construction, whereas excavation for Phase I under this alternative does not include any design features that would require additional fill. Thus, it is assumed that these 5,000 CY would need to be transported off-site. Assuming 20 CY of soil per truck, export of 5,000 CY of soil would require about 250 truck trips. Thus, additional emissions from on-road vehicular truck travel would be associated with this alternative. However, the impact would ~~likely~~ be Class II, significant but mitigable, with requirements for limitations on daily soil hauling.



## 6.3 OJAI NAVARRETIA AVOIDANCE - REDUCED DENSITY

### 6.3.1 Description

Under the Reduced Density Alternative, development on the project site would be limited to that which is proposed to occur in Phases I and II of the proposed project. Therefore, the Reduced Density Alternative would consist of 60,750 square feet of development as opposed to 90,300 square feet of office uses proposed under the proposed project; a difference of 29,550 square feet. The modern architectural style, sustainable building and design elements, and the overall aesthetic concept would be similar to what is proposed under the project. Site improvements (e.g., parking and circulation elements, street widening, drainage improvements, landscaping) under this alternative would also be similar to those proposed for the project except for those improvements that would be required to implement Phases III and IV of the project, such as the building pad for the Phase III building, the temporary surface parking lot that was proposed to be later replaced by an office building during Phase IV, and the subterranean parking structure. Similar to the proposed project, this alternative would include the widening of Agoura Road, which would require that the easterly debris basin be redesigned and relocated south of its existing location; and that the westerly debris basin be moved and improved to meet current design requirements.

Under this alternative, it is assumed that the northeastern portion of the site that would be occupied by the Phase III building under the proposed project could be made available for the Phase I building, and that 23 parking spaces could be relocated from the currently proposed southern portion of the Central Parking Lot to meet the Phase I demands while avoiding the Ojai navarretia population (see Figure 2-7 for the Phase III building footprint and Figure 2-4 for the Phase I building footprint).

The Reduced Density Alternative would include a 24,000 square-foot office building with 75-parking spaces in the eastern portion of the site and a 36,000 square-foot office building with a 109-space parking lot in the western portion of the site, similar to the proposed project (see figures 2-4 and 2-6). The proposed office buildings would consist of the same uses proposed for the project and would reach a maximum height of 35 feet above the ground surface. Similar to the project, vehicular access would be provided from two ingress/egress points on Agoura Road: the eastern driveway would provide access to the 24,000 square-foot office building and parking lot; the western driveway would provide access to the 36,000 square-foot office building and parking lot. Like the proposed project, this alternative would also include a funicular and an internal cart path to provide connectivity between the eastern and western portions of the site. Total site disturbance would be similar to that of the proposed project.

### 6.3.2 Impact Analysis

**a. Aesthetics.** This alternative would have fewer buildings than the proposed project, which would reduce total building massing on the project site. As mentioned above, this alternative would include only the development of Phase I and II of the proposed project. This would reduce the overall visual impacts of the project site from vantage points by preserving more open space. Further, as this alternative would include less development, it would



consequently have lesser impacts relative to light and glare as compared with the proposed project. However, relocation of the east building or surface parking closer to the Agoura Roadway to avoid the Ojai navarretia population and provide an area to accommodate the 23 displaced parking spaces could have greater aesthetic impacts as compared with those of the proposed project due to increased visibility of surface parking. These impacts could be mitigated to a level that is less than significant with incorporation of design features such as landscaping and/or architectural features on the Phase I building that would help to ensure that the visual character of the site is not degraded. Thus, the impact with respect to aesthetics would likely be Class II, significant but mitigable, for impacts related to alteration of the visual character/visual quality of the site (Impact AES-1), whereas the proposed project ~~has would~~ have Class III, less than significant, impacts with respect to visual character/visual quality.

This alternative, the same as the proposed project, would have Class III, less than significant, impacts related to scenic resources within view of a State Scenic Highway because the project is not visible from such a roadway. In addition, this alternative would have Class III, less than significant, impacts related to light and glare due to compliance with City standards, the same as with the proposed project.

**b. Biological Resources.** This alternative would avoid affecting about 1,000 Ojai navarretia plants on about 0.27 acres, but would necessitate relocation of 23 parking spaces under Phase I. This alternative would accommodate the relocation within the northeastern portion of the property where grading is already proposed to occur (see Figure 2-4). Thus, the impacts to biological resources would be less than those of the proposed ~~project~~ project, as the unavoidably significant impact associated with removal of the 0.27 acres of Ojai navarretia would be eliminated. The impact would likely be Class II, significant but mitigable, with conditions on irrigation and management to protect the on-site populations, or would be Class III, less than significant, if no indirect impacts are likely to occur due to incorporation of a substantial buffer.

All other impacts related to biological resources are likely to be the same as the proposed project: Class II, significant but mitigable, for sensitive wildlife species (Impact BIO-1); Class II, significant but mitigable, for jurisdictional drainages (Impact BIO-2); Class III, less than significant, for wildlife migration corridors (Impact BIO-5); Class II, significant but mitigable, for protected oak trees (Impact BIO-6); and Class III, less than significant, for habitat conservation plans (Impact BIO-7).

**c. Cultural Resources.** This alternative would have similar impacts related to cultural resources as compared to the proposed project. As identified in Section 4.3, *Cultural Resources*, the proposed project has the potential to unearth cultural resources during grading. Similarly, this alternative would result in similar ground disturbance and grading extent as compared with the proposed project. Therefore, impacts would remain Class II, significant but mitigable. Mitigation measures CR-1(a), CR-1(b), and CR-2 would apply to this alternative.

**d. Geology and Soils.** Impacts to geology and soils would be similar to those identified for the proposed project. As this alternative would ~~develop~~ include Phases I and II as identified for the proposed project, this alternative would have the same grading extent and ~~slopes~~ slopes which ~~slopes~~ include slopes ~~above~~ that would not exceed 1.52:1. Slopes higher than 1.52:1



have an increased chance of erosion and instability. This would result in the same impacts related to erosion or loss of topsoil and impacts would remain Class II, significant but mitigable. Mitigation measure GEO-1 would apply to this alternative.

**e. Greenhouse Gases.** As indicated in Section 4.3, *Greenhouse Gases*, the bulk of the Greenhouse Gas (GHG) emissions associated with the project would come from vehicular traffic emissions. This alternative would result in a reduction of GHG emissions compared to the proposed project's emissions due to the reduction in total development and associated vehicular traffic. This alternative would result in about 30% less development and would likewise result in about 30% less greenhouse gas emissions. Similar to the proposed project, impacts would ~~remain~~ be Class III, less than significant.

**f. Hydrology and Water Quality.** This alternative would have similar but slightly lower impacts related to hydrology and water quality compared to the proposed project because there would be 29,500 sf less building development. As indicated above, this alternative would include Phases I and II of the proposed project, which would include approximately the same amount of grading, but would not involve excavation of 5,000 CY for construction of the subterranean garage under Phase IV. Therefore, the potential for this alternative to result in erosion or sedimentation during construction would be about the same as for the project (Class III, less than significant) ~~the same as the proposed project~~ due to compliance with NPDES General Construction Permit requirements (see Impact HWQ-1). The operational phase of this alternative would have incrementally lower impacts than those identified for the proposed project as less total development is proposed with respect to ~~stormwater~~ storm water discharge volumes and quality (see impacts HWQ-2 and HWQ-3 in Section 4.6, *Hydrology and Water Quality*).

**g. Other Initial Study Issues.** This alternative would result in about a 30% reduction in office space, which corresponds to about a 30% reduction in trip generation, operational air quality emissions from vehicular travel and energy use, about a 30% reduction in water consumption, wastewater generation and solid waste generation. The proposed project had impacts that were less than significant for all of these issue areas and this alternative would likewise have Class III, less than significant, impacts, the same as with the proposed project.

This project would have about the same impacts related to other issue areas, with the exception of construction air quality emissions, due to elimination of emissions associated with building construction for Phases III and IV, and elimination of emissions associated with excavation of 5,000 CY of soil for the subterranean garage. Nevertheless, it is anticipated that the impact would remain Class II, significant but mitigable, due to daily PM emissions in excess of the thresholds and mitigation measure AQ-1 from the Initial Study would apply (see initial study in Appendix A and Executive Summary, Table ES-1).



## **6.4 OJAI NAVARRETIA IMPACT REDUCTION - PARKING LOT RELOCATION**

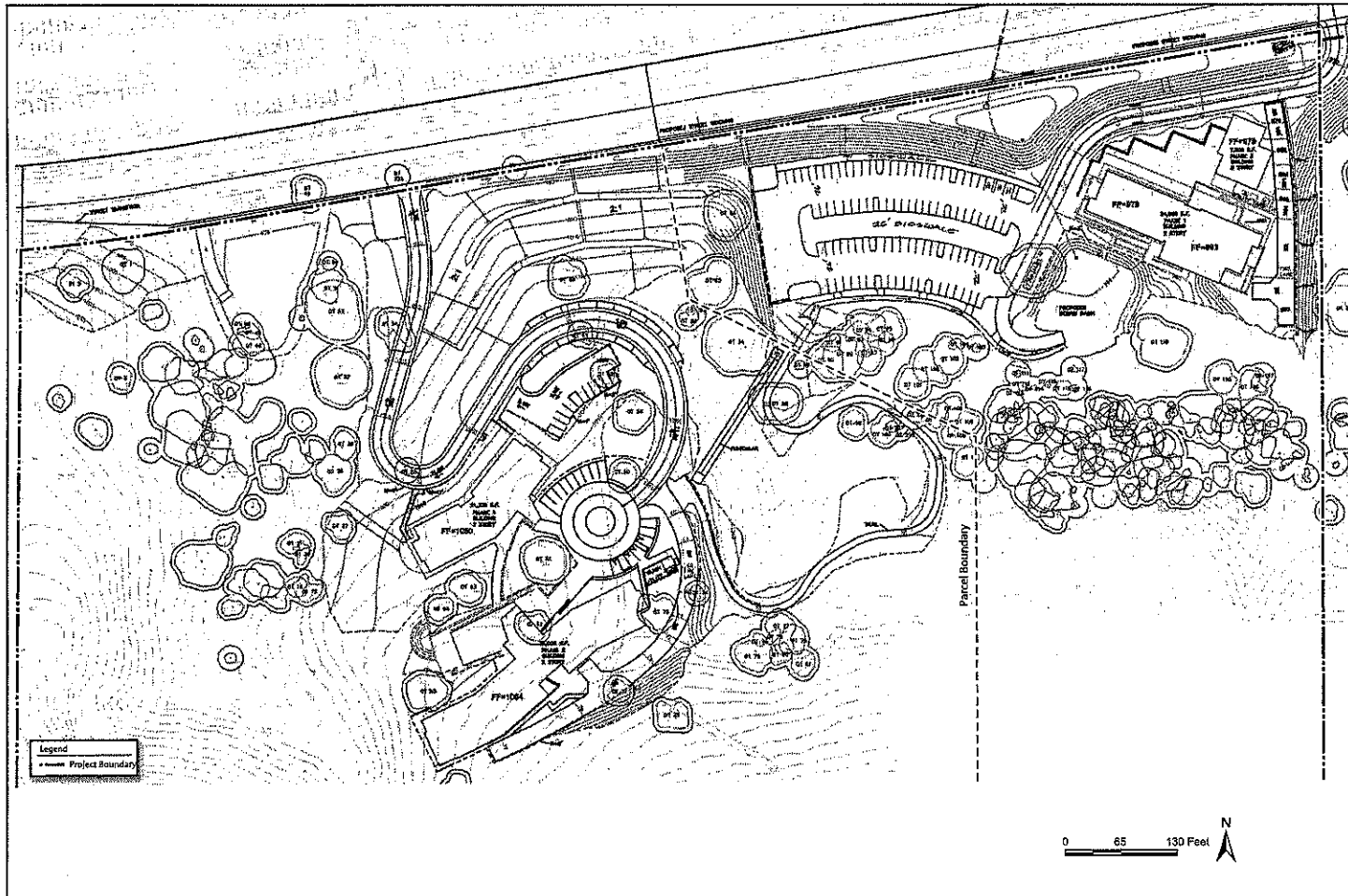
### **6.4.1 Description**

The Ojai Navarretia Impact Reduction - Parking Lot Relocation Alternative would relocate the Central Parking Lot approximately 20 feet north toward Agoura Road in an attempt to reduce the amount of Ojai navarretia that would be impacted by the project (see Figure 6.4-1). The Central Parking Lot relocation would be accomplished by removing the 20-foot wide earthen berm along the north side of the parking lot, and shifting the parking lot north at the same elevation to the top of the slope leading down to the detention basin. The primary objective of the berm was to obstruct visibility of the parking lot from Agoura Road and off-site locations. Under this alternative, the parking lot would be shielded with vegetation planted along the slope north of the parking lot. Based on the site elevations and the natural descending slope to the south of the parking lot, the 20-foot shift would allow drainage along the south side of the parking lot to gravity flow through a v-ditch into the eastern debris basin. Additionally, the alternative location of the parking lot would require reconfiguration of the debris basin maintenance access road and relocation of the water-blending tank. Notwithstanding these changes, this alternative would be consistent with all four phases of the proposed project including the buildings, site improvements, number and configuration of parking spaces, and widening of Agoura Road.

### **6.4.2 Impact Analysis**

**a. Aesthetics.** This alternative would result in construction and operation of the same number, size, and configuration of buildings as included under the proposed project. Therefore, no change in the overall building massing would occur. Additionally, this alternative would result in a nominal difference in the grading and landform alteration. The primary difference from an aesthetic perspective would result from relocating the Central Parking Lot 20 feet closer to Agoura Road. In the revised location, the parking lot would remain at the same elevation as under the proposed project and would be screened by vegetation planted along the slope north of the parking lot. The parking lot and screening vegetation are anticipated to result in aesthetic impacts that are generally similar to those of the proposed project. As with the proposed project, a canopy structure that would house photovoltaic panels would be constructed over the parking stalls (see Figure 6.4-2). Based on the alternative location of the parking lot, the canopy structure would intrude further into the view of Ladyface Mountain when viewed directly in front of the project site from Agoura Road. However, as illustrated in the cross section provided on Figure 6.4-2, the canopy structure would not obstruct visibility of the ridgeline of Ladyface Mountain. The perceivable difference between the proposed project and this alternative diminishes as the viewer moves east or west along Agoura Road (see Figure 6.4-3). As compared to the proposed project, the aesthetic impact would be more adverse due to the increased visibility of the canopy structure from Agoura Road. However, as with the proposed project, the aesthetic impact of this alternative would be Class III, less than significant, with respect to visual character/quality and scenic

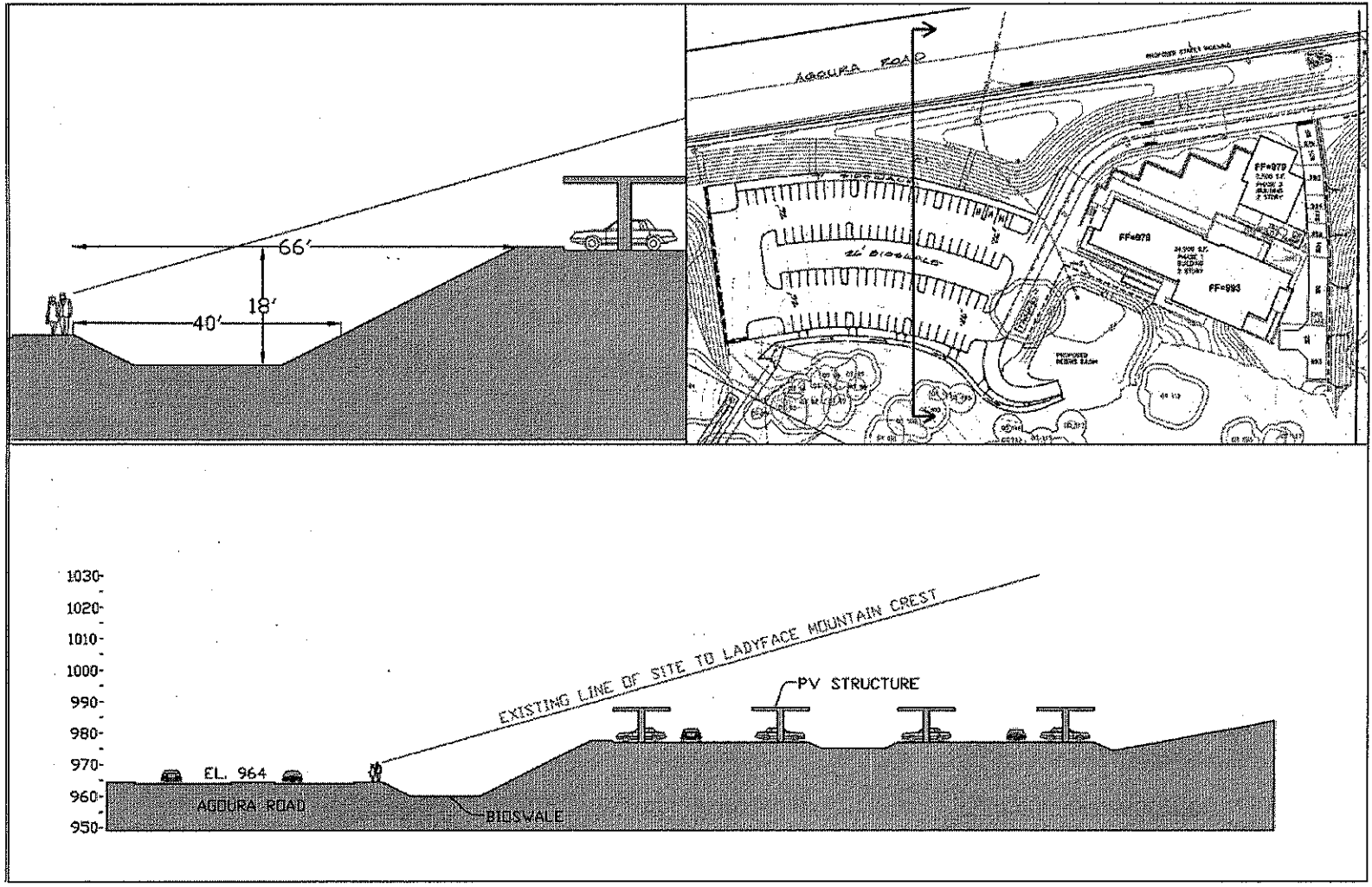




Alternative 4 Site Plan

Figure 6.4-1

City of Agoura Hills

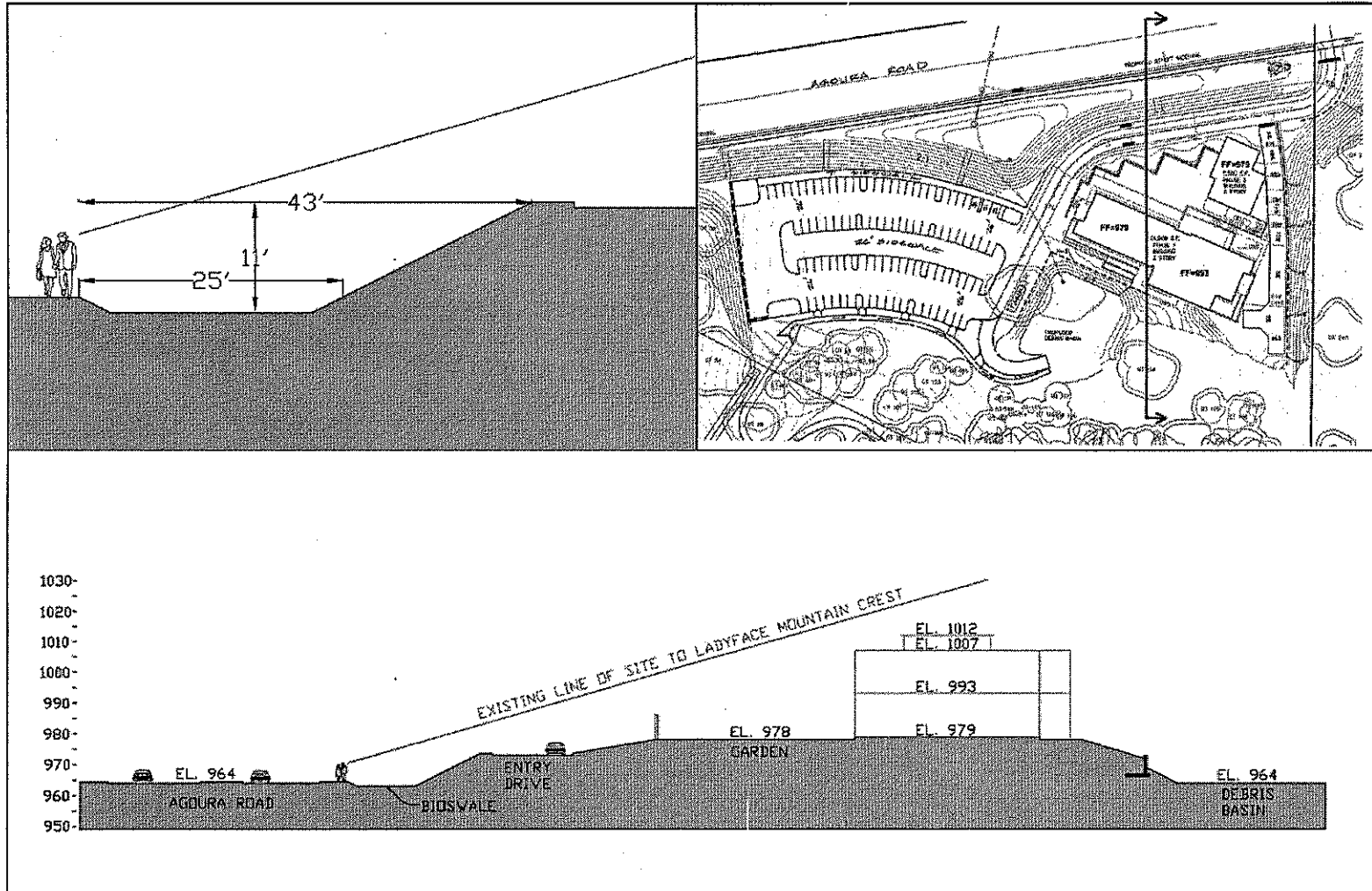


Alternative 4 - Central  
 Parking Lot Cross Section

Figure 6.4-2

City of Agoura Hills





Alternative 4 - Eastern  
 Driveway Cross Section

Figure 6.4-3

resources within view of a State Scenic Highway. In addition, this alternative would have Class III, less than significant, impacts related to light and glare due to compliance with City standards, the same as with the proposed project.

**b. Biological Resources.** The limits of disturbance associated with the Parking Lot Relocation Alternative are consistent with the proposed project with the exception of a reduction to the footprint along the south side of the Central Parking Lot. The goal of this alternative is to reduce the amount of impact to the Ojai navarretia population. By relocating the parking lot, this alternative would reduce the impact to 0.22 acres of habitat or approximately 700 individual plants, as compared to the 0.27 acres or approximately 1,000 individual plants that would be impacted by the proposed project. The number of individuals to be impacted is an estimate that takes into consideration that the individuals are unevenly distributed throughout the population, with a disproportionately higher density of individuals located within the southern portion of the occupied habitat. This means that additional avoidance in the southern portion of occupied habitat would preserve more individuals per unit area, as compared to the northern portion. The reduced impact to Ojai navarretia would be considered less adverse as compared to the proposed project; however, the impact would remain Class I, significant and unavoidable. As with the proposed project, the Applicant would be required to comply with Mitigation Measure BIO-2(a) to reduce the impact to Ojai navarretia to the extent feasible. By preserving 0.13 acres of the 0.35 acres of Ojai navarretia occupied habitat to the south of the parking lot (0.05 more acres than would be preserved under the proposed project), the retained population would afford an optimal location for on-site restoration. All other impacts to biological resources as a result of this alternative are anticipated to be similar to those of the proposed project.

**c. Cultural Resources.** This alternative would have cultural resource impacts similar to those of the proposed project. As identified in Section 4.3, *Cultural Resources*, the proposed project has the potential to unearth cultural resources during grading. Similarly, this alternative would result in ground disturbance and grading extent generally consistent with the proposed project. Therefore, impacts would remain Class II, significant but mitigable. Mitigation measures CR-1(a), CR-1(b), and CR-2 would apply to this alternative.

**d. Geology and Soils.** Impacts to geology and soils would be similar to those identified for the proposed project. As this alternative would involve all of the same phases as the proposed project, it would have generally the same limits of grading and slopes. Slopes on the property have the potential for erosion and instability. This would result in the same impacts as the proposed project related to erosion or loss of topsoil and impacts would remain Class II, significant but mitigable. Mitigation Measure GEO-1 would apply to this alternative.

**e. Greenhouse Gases.** As indicated in Section 4.3, *Greenhouse Gases*, the bulk of the Greenhouse Gas (GHG) emissions associated with the project would come from vehicular traffic emissions. This alternative, would have the same density as the proposed project and therefore would result in the same amount of GHG emissions as compared with the proposed project. Thus, impacts would be Class III, less than significant, the same as with the proposed project.

**f. Hydrology and Water Quality.** This alternative would place the Central Parking Lot closer to the Agoura Road right-of-way by eliminating the intervening 20-foot wide berm. This



would not alter the size or functionality of the proposed detention basin to be located between the Central Parking lot and Agoura Road. The alternative location of the parking lot would require reconfiguration of the debris basin maintenance access road, but would not affect the debris basin capacity or function. As discussed in the description for this alternative, drainage along the south side of the parking lot would gravity flow through a realigned v-ditch into the eastern debris basin, as in the proposed project. As these alterations would not significantly alter the design of on-site storm water facilities, impacts to hydrology and water quality would be similar to those of the proposed project. Thus, impacts related to site discharge would be Class III, less than significant, due to compliance with NPDES general construction permit requirements.

g. Other Initial Study Issues. This alternative would result in the same density of development and parking as the proposed project. Therefore, impacts to transportation/ traffic and parking would be similar to those of the proposed project. Additionally, relocation of the parking lot would result in approximately 500 CY of additional soil to be exported from the site. Assuming 20 CY of soil per truck, export of 500 CY would require 25 additional truck trips. Therefore, this alternative would generate additional emissions from on-road vehicular truck travel. However, the impact would be Class II, significant but mitigable, with requirements for limitations on daily truck trips. This alternative would not result in changes to the other Initial Study Issues.

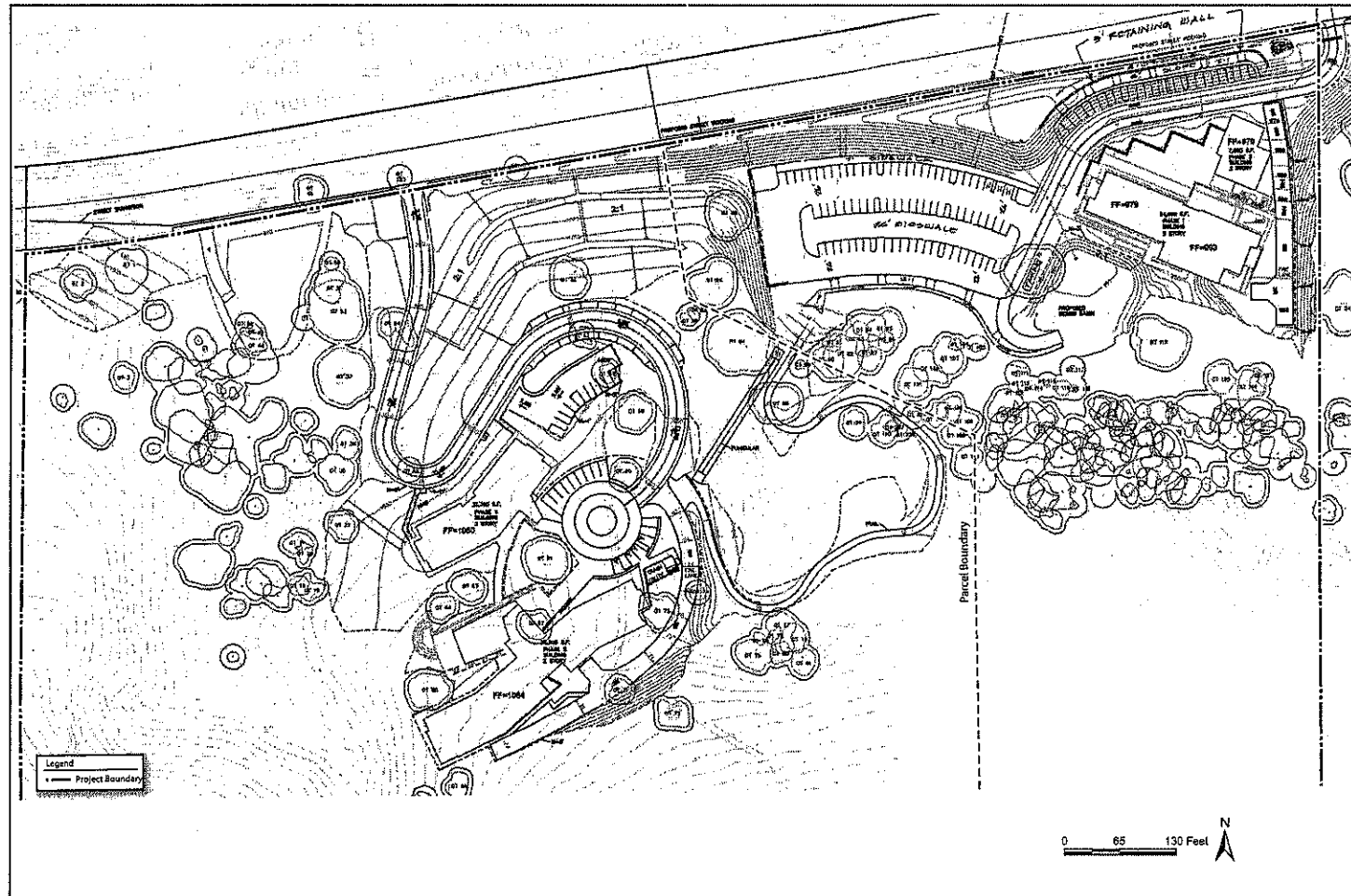
## **6.5 OJAI NAVARRETIA IMPACT REDUCTION - PARKING CAPACITY REDUCTION**

### **6.5.1 Description**

The Ojai Navarretia Impact Reduction - Parking Capacity Reduction Alternative would relocate the Central Parking Lot approximately 20 feet north toward Agoura Road (same as Alternative 4). Additionally, the southernmost row of the parking lot would also be removed to further reduce the impact to Ojai navarretia (see Figure 6.5-1). Removal of the southernmost row of parking would reduce the number of parking spaces on the surface parking level by 21 and would reduce the number of spaces on the subterranean parking level by 45, for a total of 66 spaces removed from the Central Parking Lot. Twenty-three of the parking spaces to be removed would be relocated along the north side of the eastern driveway to the north of the Phase III building. A total of 226 parking spaces would be provided under Alternative 5, necessitating an increase in the parking variance from a 10% reduction to a 25% reduction from the Municipal Code requirement.

Placement of the parking along the eastern driveway would require construction of a five-foot tall retaining wall at the base of a six-foot tall 2:1 slope to buttress the parking and preserve the bio-swale at a reduced width along Agoura Road. As with Alternative 4, the revised location of the parking lot would require reconfiguration of the debris basin maintenance access road. Based on the site elevations and the natural descending slope to the south of the parking lot,





Alternative 5 Site Plan

Figure 6.5-1

City of Agoura Hills

drainage improvements along the southerly limits of parking lot would allow the drainage to gravity flow through a v-ditch into the eastern debris basin. Under this alternative, the remainder of the project would be consistent with all four phases of the proposed project, including the size and location of the buildings, site improvements, and widening of Agoura Road.

### **6.5.2 Impact Analysis**

**a. Aesthetics.** This alternative would result in construction and operation of the same number, size, and configuration of buildings as included under the proposed project. Therefore no change to the overall building massing would occur. The primary difference from an aesthetic perspective would result from relocation of the Central Parking Lot 20 feet closer to Agoura Road, construction of additional parking along the eastern driveway overlooking Agoura Road, and the addition of a five-foot high retaining wall in combination with a six-foot tall 2:1 slope below the eastern driveway parking area facing Agoura Road. As shown in the cross section provided on Figure 6.5-2, construction of the 23 parking spaces would obstruct the visibility of the majority of Ladyface Mountain for a distance of approximately 250 feet, but would not obstruct the visibility of the ridgeline of Ladyface Mountain from Agoura Road.

Despite the new location, the Central Parking Lot would be maintained at the same elevation as the proposed project, and screened by vegetation planted along the slope north of the parking lot. This elevation generates sufficient gradient to allow surface drainage to flow to the eastern end of the bio-swale along Agoura Road. The parking lot and screening vegetation are anticipated to result in aesthetic impacts that are consistent with the proposed project. Also like the proposed project, a canopy structure that would house photovoltaic panels would be constructed over the parking stalls. Based on the alternative location of the parking lot, the canopy structure would intrude further into the view of Ladyface Mountain when viewed directly in front of the project site from Agoura Road. However, as illustrated in the cross section provided on Figure 6.5-3, the canopy structure would not obstruct the visibility of the ridgeline of Ladyface Mountain.

As compared to the proposed project (see figures 6.2-2 and 6.2-4), the aesthetic impact of this alternative would be more adverse due to the retaining wall and slope associated with the parking spaces along the eastern driveway, and the photovoltaic canopy structure as a result of relocating the Central Parking Lot. These impacts could be mitigated to a less than significant level with incorporation of design features such as landscaping and decorative retaining walls that would help to ensure that the visual character of the site is not significantly degraded. The impact with respect to aesthetics would be Class II, significant but mitigable for impacts related to alteration of the visual character/visual quality of the site (Impact AES-1), whereas the proposed project has Class III, less than significant, impacts with respect to visual character/visual quality. In addition, this alternative would have Class III, less than significant impacts related to light and glare due to compliance with City standards, the same as with the proposed project.

**b. Biological Resources.** The intent of this alternative is to reduce the impact to the Ojai navarretia population. By relocating the parking lot and eliminating the southernmost row of parking, this alternative would reduce the impact to 0.17 acres of habitat or approximately 500



individual plants, as compared to the 0.27 acres or approximately 1,000 individual plants that would be impacted by the proposed project. The number of individuals to be impacted is an estimate that takes into consideration that the individuals are unevenly distributed throughout the population, with a disproportionately higher density of individuals located within the southern portion of the occupied habitat. This means that avoidance in the southern portion of occupied habitat would preserve more individuals per unit area, as compared to northern portion. The severity of impact to Ojai navarretia would be lessened as compared to the proposed project; however, the impact would remain Class I, significant and unavoidable. As with the proposed project, the Applicant would be required to comply with Mitigation Measure BIO-2(a) to reduce the impact to Ojai navarretia to the extent feasible. By preserving 0.18 acres of the 0.35 acres of occupied habitat south of the parking lot (0.1 acres more than would be preserved under the proposed project), the retained population would afford an optimal location for on-site restoration.

With the exception of a reduction to the footprint along the south side of the Central Parking Lot, the limits of disturbance associated with the Parking Capacity Reduction Alternative are consistent with the proposed project. Therefore, all other impacts to biological resources as a result of this alternative would be similar to those of the proposed project.

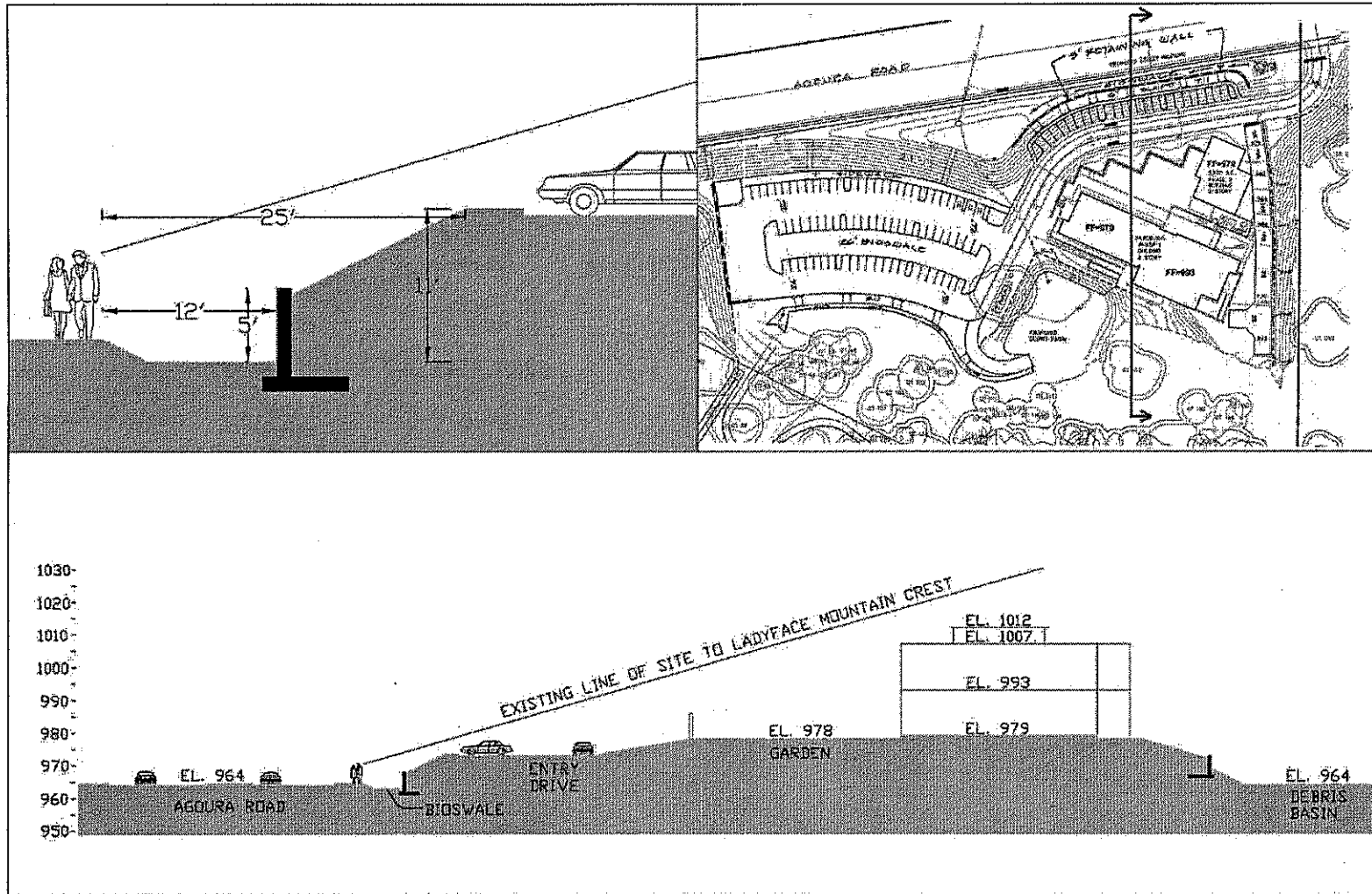
**c. Cultural Resources.** This alternative would have cultural resource impacts similar to those of to the proposed project. As identified in Section 4.3, *Cultural Resources*, the proposed project has the potential to unearth cultural resources during grading. Similarly, this alternative would result in ground disturbance and grading extent similar to that of the proposed project. Therefore, impacts would remain Class II, significant but mitigable. Mitigation measures CR-1(a), CR-1(b), and CR-2 would apply to this alternative.

**d. Geology and Soils.** Impacts to geology and soils would be similar to those identified for the proposed project. As this alternative would involve all of the same phases as the proposed project, this alternative would have generally the same limits of grading and slopes as the proposed project. Slopes on the property have the potential for erosion and instability. This would result in the same impacts as the proposed project related to erosion or loss of topsoil and impacts would remain Class II, significant but mitigable. Mitigation Measure GEO-1 would apply to this alternative.

**e. Greenhouse Gases.** As indicated in Section 4.3, *Greenhouse gases*, the bulk of the Greenhouse Gas (GHG) emissions associated with the project would come from vehicular traffic emissions. This alternative, having the same density as the proposed project would result in the same amount of GHG emissions as compared with the proposed project. Thus, impacts would be Class III, less than significant, the same as with the proposed project.

**f. Hydrology and Water Quality.** This alternative would place the central parking lot closer to the Agoura Road right-of-way by eliminating a proposed intervening 20-foot wide

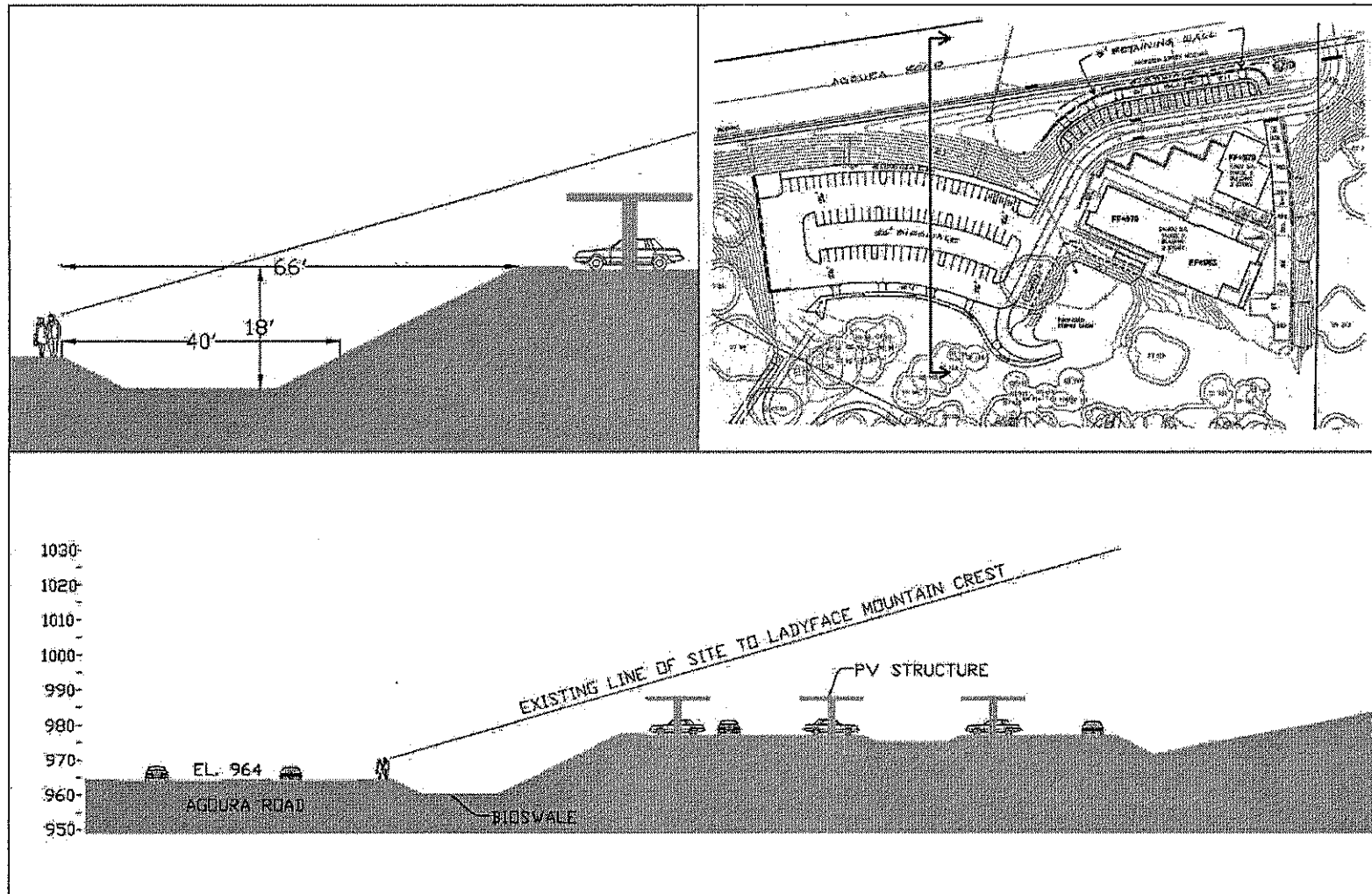




Alternative 5 - Eastern Driveway  
 Parking Lot Cross Section

Figure 6.5-2  
 City of Agoura Hills

Drawing Source: Envicom Corporation, 2011.



Alternative 5 - Central  
 Parking Lot Cross Section

Figure 6.5-3

City of Agoura Hills



berm and would introduce a parking area on the eastern portion of the project site, between the access road and Agoura Road. This would not alter the size or functionality of the proposed detention basin to be located between the Central Parking lot and Agoura Road. The alternative location of the parking lot would require reconfiguration of the debris basin maintenance access road, but would not affect the debris basin capacity or function. The additional parking area to be constructed in the eastern portion of the project site would require a five-foot tall retaining wall and six-foot tall 2:1 slope along Agoura Road. The retaining wall and slope would reduce the width of the bio-swale as compared to the proposed project, but would not affect its functionality. As discussed in the description for this alternative, drainage along the south side of the parking lot would gravity flow through a realigned v-ditch into the eastern debris basin, as in the proposed project. As these alterations would not substantively alter the design of on-site storm water facilities, impacts to hydrology and water quality would be similar to those of the proposed project. Thus, impacts related to site discharge would be Class III, less than significant, due to compliance with NPDES general construction permit requirements.

g. Other Initial Study Issues. This alternative would result in the same density of development as the proposed project, however parking capacity would be reduced. As described in the project's Initial Study, the proposed project includes a request for a variance from the City for a 10% parking reduction from 301 spaces to 271. The Parking Capacity Reduction Alternative would provide a total of 226 parking spaces. This would require a variance to allow for a 25% reduction in parking spaces as compared to the Municipal Code requirement. Based on the Foundation's anticipated staffing level of approximately 150 employees upon completion of Phase IV, there would be a total of 76 parking spaces available for visitors and guests if every employee drove his or her own car to work. This is anticipated to be ample based on the Foundation's current operational parking demand. Therefore, the reduction to the number of parking spaces would not result in a significant impact related to parking capacity.

Relocation of the parking lot and reduction in its width would result in approximately 1,000 CY of additional soil to be exported from the site. Assuming 20 CY of soil per truck, export of 1,000 CY would require 50 additional truck trips. Therefore, this alternative would generate additional emissions from on-road vehicular truck travel. However, the impact would be Class II, significant but mitigable, with requirements for limitations on daily truck trips. This alternative would not result in changes to the other Initial Study Issues.

#### **6.46.6 ALTERNATIVES CONSIDERED BUT REJECTED**

An alternative that would cluster the proposed development on the northwestern portion of the project site was also considered but rejected. It was determined that clustering development on the developable portion of the western section of the site would increase potential land use and visual impacts as compared to the project because existing site-specific conditions (e.g., topography, limited "preferred" land area) would likely require that building heights be increased beyond that which is permitted by the existing regulations in order to accommodate the building square footage that is proposed under the project. Therefore, this alternative would be inconsistent with existing plans and would increase the project visibility from off-site locations. The comparative merits of this alternative do not substantiate further consideration.



## **6.56.7 ALTERNATIVE SITE ANALYSIS**

The California Supreme Court, in *Citizens of Goleta Valley v. Board of Supervisors* (1990), indicates that a discussion of alternative sites is needed if the project “may be feasibly accomplished in a successful manner considering the economic, environmental, social, and technological factors involved” at another site. As suggested in *Goleta*, several criteria form the basis of whether alternative sites need to be considered in detail. These criteria take the form of the following questions:

1. Could the size and other characteristics of another site physically accommodate the project?
2. Is another site reasonably available for acquisition?
3. Is the timing of carrying out development on an alternative site reasonable for the applicant?
4. Is the project economically feasible on the alternative site?
5. Is the land use designation of the alternative site compatible with the project?
6. Does the lead agency have jurisdiction over the alternative site?
7. Are there any social, technological, or other factors that may make the alternative site infeasible?

As discussed above, some factors that may be taken into account when addressing the feasibility of alternatives include, in part: site suitability, general plan consistency, other plans or regulatory limitations, and whether a proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent). The project would be consistent with the land uses envisioned for the project site pursuant to existing plans. Other sites located throughout Agoura Hills could potentially meet some of the criteria outlined in the *Goleta* decision. However, the project’s primary objectives involve the creation of a new LEED-certified campus facility that could be expanded based on the foundation’s growth. Therefore, the project would need a large enough site to develop the project site. The project site represents the only property in the area that is already under the ownership of the Applicant and it is not feasible for the applicant to exchange the proposed site for another site without financial loss. In addition, other properties large enough to accommodate the project are also likely to have a variety of biological constraints due to the location of the City at the base of the Santa Monica Mountains. Therefore, an analysis of an alternative that considers development of the proposed project on another site is unwarranted.

## **6.66.8 ENVIRONMENTALLY SUPERIOR ALTERNATIVE**

As required by CEQA, this section identifies the environmentally superior alternative. Alternative 1, the No Project Alternative, would avoid all environmental impacts of the proposed project. Therefore, this alternative would be environmentally superior. However, this alternative would not meet the primary objectives of the proposed project, which include the following objectives as described in Subection 2.6 of Section 2.0, *Project Description*:

- *Develop a project that is aesthetically and functionally compatible with adjacent uses and the environment.*



- *Provide an example for future projects to incorporate environmentally sensitive site planning and "green" elements that reduce the demand for utilities and the generation of solid waste.*
- *Develop a project that is consistent with the size and scale of development allowed under the Ladyface Specific Plan.*
- *Create a headquarters for the Foundation that would facilitate an engaging workspace environment that is open and light-filled so as to encourage creativity, collaboration, and productivity.*
- *To construct a project that is architecturally attractive and achieves the United States Green Building Council's LEED Platinum Certification.*
- *To assure through the Development Agreement that the Hilton Foundation will be able to build out all four phases of the project over time, and that the City will receive the benefits associated with locating the project within its boundaries.*

Table 6-2 illustrates an impact comparison of the proposed alternatives and the proposed project. Alternatives 2, 3, 4, and 5 would be inferior to the proposed project as they with respect to aesthetic impacts. In Alternative 2, relocation of the Central Parking Lot adjacent to Agoura Road would result in the construction of an approximately 15-foot tall, 300-foot long retaining wall that would obstruct visibility of the ridgeline of Ladyface Mountain from Agoura Road. Additionally associated with alternatives 2 and 5 would relocate locating development closer to the parking spaces from the Central Parking Lot along the eastern driveway. road way Construction of a 14-foot tall, 260-foot long retaining wall for the eastern driveway parking area in Alternative would-2 would obstruct the visibility of the majority of Ladyface Mountain from Agoura Road. Similarly, a combined 5-foot tall retaining wall and six-foot tall 2:1 slope for the eastern driveway parking in Alternative 5 would obstruct the visibility of the majority of Ladyface Mountain for a distance of approximately 250 feet along Agoura Road. Alternative 3 would likely result in aesthetic impacts that are more adverse than the proposed project as a result of locating the parking lot closer to Agoura Road. The aesthetic impacts of Alternatives 2, 3, and 5 would likely be considered have-Class II, significant but mitigable impacts as compared with the Class III, less than significant impacts associated with the proposed project. Alternative 4 would result in aesthetic impacts generally consistent with those of the proposed project, except that the canopy structure that would house the photovoltaic panels would be closer to Agoura Road, at the same elevation. This would encroach further into the view Ladyface Mountain from Agoura Road; however, it would not obstruct visibility of the ridgeline. Aesthetic impacts associated with Alternative 4 would be Class III, less than significant.

Both Alternatives 1, 2, 3, 4, and 5 would be superior to the project with respect to biological resources as these they would avoid or reduce the number of Ojai navarretia individuals that would be impacted by the proposed project. Alternatives 1, alternatives 2 and 3 would avoid the 1,000 impacts to Ojai navarretia individuals, whereas Alternatives 4 and 5 would reduce the acreage of impacts as compared to the proposed project. on 0.27 acres, while Alternative 4 would impact 0.22 acres or approximately 700 individuals of Ojai navarretia and Alternative 5 would impact 0.17 acres or approximately 500 individuals. The proposed project would impact 0.27 acres or approximately 1,000 individuals.



While avoiding impacts to Ojai navarretia, Alternative 2 could would reconfigure the eastern debris basin, resulting in additional impacts to have a greater volume of impacts to other sensitive species such as oak woodlands, oak trees and coastal scrub jurisdictional riparian habitat. However, ~~These additional impacts to biological resources would be considered either be less than significant, or but~~ mitigable through application of mitigation measures that are already applicable under the proposed project (see discussion under 6.2.b) BIO-4(b-c) and BIO-6(a-c). Alternatives 4 and 5 would reduce the overall footprint and therefore result in impacts to biological resources that are superior to the proposed project. Impacts related to all other issue areas in the initial study would be about the same as the proposed project in terms of impact classes, though operational effects of Alternative 3 would be about 30% lower due to the reduction in development density (see Table 6-2).

**Table 6-2  
 Impact Comparison of Alternatives**

Issue	Proposed Project Impact Classification	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5
Aesthetics	III	+	-	-/=	≡	-
Biological Resources	III	+	+/-	+	+	+
Cultural Resources	II	+	=	=	≡	≡
Geology and Soils	II	+	=	=	≡	≡
Greenhouse Gases	III	+	=	=	≡	≡
Hydrology and Water Quality	III	-	=	=	≡	≡
Other Initial Study Issues	II for construction air quality and III for all other issue areas	+	=	=	≡	≡

- + Superior to the proposed project (reduced level of impact)
- Inferior to the proposed project (increased level of impact)
- = Similar level of impact to the proposed project

Based on the preceding discussion and the information summarized in Table 6-2, Alternatives 2 and 3 both have increased aesthetic impacts and decreased biological resource impacts. These alternatives would both eliminate Class I unavoidably significant impact associated with removal of the Ojai navarretia. However, these two alternatives would also have increased aesthetic impacts associated with placing development closer to the roadway. These increased aesthetic impacts would likely be considered Class II, significant but mitigable under CEQA.

Therefore, both Alternatives 2 and 3 would be considered superior to the proposed project in the short term, but may be equivalent to the project in the long term provided the mitigation for Ojai navarretia is successful.

Alternative 1 would be considered the environmentally superior alternative; however, this alternative would not meet the primary objectives of the project.



Alternatives 2 and 3 would be environmentally superior to the project from the standpoint that they would avoid direct impacts to the Ojai navarretia (Class III). However, each of these alternatives would result in more adverse aesthetics impacts (Class II) as compared to the proposed project. The aesthetic impacts associated with As compared to the proposed project, Alternative 2 would much more adversely have greater impacts to views from Agoura Road as compared to the proposed project more due to construction of retaining walls adjacent to Agoura Road for the Central Parking Lot and eastern driveway parking.

With regard to aesthetics, Alternative 3 would not be as adverse as Alternative 2, due to the reduced density and number of required parking spaces. However, this alternative would not meet the project objective of being able to accommodate for the growth of the foundation by building all four phases of the project.

Alternative 4 would be superior to the proposed project from the perspective that it would reduce the impact to Ojai navarretia, while maintaining a similar severity of aesthetic impacts (Class III). However, the impact to Ojai navarretia would remain Class I, significant and unavoidable.

Alternative 5 would be superior to both the proposed project and Alternative 4 with respect to biological resources, as it would further reduce the impact to Ojai navarretia; however, as with Alternative 4 the impact to Ojai navarretia would remain Class I, significant and unavoidable. The aesthetic impact of Alternative 5 would be more adverse (Class II) than that of either Alternative 4 or the proposed project.

It should be noted that the project's Class I significant unavoidable impact to Ojai navarretia (Impact BIO-2) is based upon the uncertainty of success of required mitigation methods. Through Mitigation Measure BIO-2(a), the Applicant is required to make every attempt reduce the proposed project's impacts on Ojai navarretia to a level less than significant. In the event that the Applicant is successful in meeting the success criteria of Mitigation Measure BIO-2(a), the long-term impacts to Ojai navarretia that would occur as a result of the proposed project, Alternative 4, or Alternative 5, would be equivalent to those of alternatives 1, 2, and 3.



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**DEPARTMENT OF PLANNING AND  
COMMUNITY DEVELOPMENT**

**ACTION DATE:** January 20, 2011

**TO:** Planning Commission

**APPLICANT:** Conrad N. Hilton Foundation  
10100 Santa Monica Blvd., Suite 1000  
Santa Monica, CA 90067

**CASE NOS.:** 09-CUP-001; 10-VAR-004; 09-OTP-003; VTPM 71284; and 09-DA-001 (Draft Ordinance)

**LOCATION:** 30440 and 30500 Agoura Road (APN 2061-002-024 & 2061-002-048)

**REQUEST:** Request for a recommendation of approval to the City Council for a Conditional Use Permit to 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 Vesting Tentative Parcel Map to adjust the parcel lines of two parcels; an Ordinance for a Development Agreement; and adoption of an Environmental Impact Report and a Mitigation Monitoring Program (with a Statement of Overriding Considerations).

**ENVIRONMENTAL ANALYSIS:** Environmental Impact Report

**RECOMMENDATION:** Staff recommends the Planning Commission adopt motions recommending to the City Council approval of Conditional Use Permit No. 09-CUP-001; Variance Case No. 10-VAR-004; Oak Tree Permit Case No. 09-OTP-003; Vesting Tentative Parcel Map No. 71284; and the Development Agreement, subject to conditions, based on the findings in the attached Draft Resolutions; and recommending certification of the Final Environmental Impact Report and adoption of the Mitigation Monitoring and Program prepared for the project, based on the findings of the Draft Resolution.

**ZONING DESIGNATION:** SP (Ladyface Mountain Specific Plan)

**GENERAL PLAN  
DESIGNATION:** PD (Planned Development)

## **I. BACKGROUND**

### Ladyface Mountain Specific Plan

Excluding the construction of the City Hall/Library building, the former Temple Beth Haverim's synagogue project, and two office buildings, all of which were developed on pre-graded parcels located on Ladyface Court, the applicant's proposed office project will be the second development proposal located on vacant land reviewed under the Ladyface Mountain Specific Plan. The first development proposal was an office complex located 30200 and 30300 Agoura Road. That project was approved and is currently under construction.

The Specific Plan provides the City with a comprehensive set of plans, policies, regulations and conditions for guiding and ensuring the orderly development of properties located on the north side of Ladyface Mountain, between Kanan Road and the westerly City limits. The purpose of the Specific Plan, which supersedes the City Zoning Ordinance, is three-fold:

1. To ensure that all development at the base of Ladyface Mountain is compatible with the unique nature of this natural asset of the community.
2. To encourage the coordinated development of a mixture of business park, commercial and limited residential uses within the study area.
3. To encourage developers to address compatibility of proposed projects with infrastructure capacity.

In April of 2010, the City Council approved amendments to the Specific Plan that included additional development regulations and requirements, including that all projects meet a design construction standard equivalent to the minimum U.S. Green Building Council LEED Certified rating, the use of pervious or semi-pervious paving material to limit run-off, the use of a gray water system or other water efficient features, the use of a rock-faced soil-nail wall design for retaining walls that exceed 6 feet in height, and compliance with an updated native landscaping plant palette. Although the proposed project is exempt from these new standards as the applications were filed prior to adoption of the Specific Plan amendments, the project meets this new development criteria.



The predominant use allowed within the Specific Plan area is business park. Within the Specific Plan area, a maximum of 396,600 square feet has been allocated towards the development of business park uses. The methodology for determining the maximum development and density for parcels within the Specific Plan area consists of the following:

1. Maximum Development Area and Minimum Open Space Area

The maximum development areas and the minimum open space areas were developed by applying the City's hillside development criteria to each parcel. It also assumes that development is prohibited above the 1,100 foot elevation. For the proposed project site, the Ladyface Mountain Specific Plan requires at least 47.5% of the site remain as open space. The proposed non-disturbed/open space area is 80% of the total property.

2. Maximum Pad Area

Maximum pad areas were developed based on assumptions contained within the hillside development criteria, using 2:1 manufactured slopes, minimal retaining walls, and applying all setback requirements and the grading guidelines established for grading adjacent to scenic highways. The Specific Plan encourages the use of innovative siting techniques to reduce grading. The pad locations proposed for this project is generally consistent with the one contemplated in the Ladyface Mountain Specific Plan for this parcel. If the pad were to be located further north and closer to Agoura Road, more grading and cut/fill slopes would be required due to the steep and undulated topography in this area. The proposed pad areas meet the required standards and are specified in the development standards table within Section II (Project Description) of this staff report.

3. Maximum Developable Building Area

The maximum building areas were developed assuming the pad areas for each parcel consists of a 2-story building with on-grading parking provided at a ratio of 1/300 square feet of building area. Other assumed development standards included building setbacks, lot coverage, oak tree encroachment restrictions, retaining wall and grading guidelines, and landscaping. The proposed building areas meet the required standards and are specified in the development standards table within Section II (Project Description) of this staff report.

4. Traffic Budget

In order to ensure that cumulative traffic generated from development of the specific plan does not result in unacceptable levels of service at any of the eight intersections/interchanges in the vicinity of the Specific Plan area, a traffic budget has been established for each parcel in the Specific Plan area. A theoretical maximum building area was developed based on cumulative traffic forecasts generated from long-term building out of the Specific Plan area, where each parcel has been assigned a maximum number of afternoon peak hour trips it may generate based on the conceptual

building square footages. The project traffic meets the required standards and the traffic analysis is within Section III-I of this staff report.

#### 5. Open Space

The Ladyface Mountain Specific Plan is the primary land use document governing the applicant's proposed project, which consists of the ultimate build-out of four, two-story office buildings of totaling 90,300 square feet size. Preservation of open space is a key element of the plan. The Specific Plan requires that lands above the 1,100-foot elevation be designated as permanent open space and access for designated trail systems be provided.

Open space lands within the Ladyface Mountain Specific Plan area are intended to serve important functions, including: 1) Preserving significant hillsides and ridgelines of Ladyface Mountain for visual and aesthetic purposes; 2) Providing logical extensions to the existing regional park uses; 3) Preserving and enhancing existing wildlife habitats, and; 4) Providing a transitional area that can accommodate fuel modification zones, viewshed zones and site plan adjustments in critical areas.

The applicant's property consists of two parcels of totaling approximately 70 acres in size. The previous owner of the westerly parcel voluntarily donated all land above the 1,100-foot elevation as permanent space, resulting in a reduction in the lot size from approximately 75.85 acres to 36.6 acres. That action assured that 39.25 acres of donated land that extended south towards the summit of Ladyface Mountain will remain undeveloped and will provide significant long-term protection to an important habitat linkage within the Ladyface Mountain Wildlife Corridor. The applicant has submitted an application for a Vesting Tentative Parcel Map for the merger of their two parcels. The Ladyface Mountain Specific Plan requires the portion of the easterly parcel that extends above the 1,100-foot elevation to be donated as permanent open space to a public parkland agency. Approximately 80% of the total site is proposed as undisturbed open space, which exceeds the minimum requirement of 47.5%.

## **II. PROJECT DESCRIPTION**

The applicant, Conrad N. Hilton Foundation, is proposing construction of their campus headquarters on two vacant parcels totaling approximately 70 acres in size. The property is located at 30440 and 30500 Agoura Road, west of Reyes Adobe Road, adjacent to and west of the Agoura Hills Corporate Point office complex that is currently under construction. Both of the applicant's parcels are located within the Ladyface Mountain Specific Plan area. The lower, developable portion of the property is located within the Business Park Office/Retail (BP-O/R) sub-area of the Specific Plan.

The parcels are irregularly shaped, having a northern frontage along Agoura Road of approximately 1208 feet. Eastern and western property boundaries extend approximately 750 feet south from Agoura Road. Adjacent land uses include:

<u>Location</u>	<u>Zone</u>	<u>Current Use</u>
North:	Business Park-Manufacturing	Zebra (R&D), Beyond Trust Mortgage, and office use
South:	Ladyface Mountain Specific Plan	Vacant
East:	Ladyface Mountain Specific Plan	Agoura Hills Corporate Point office complex (under construction)
West:	Ladyface Mountain Specific Plan	Vacant

The proposed project involves 90,300 square feet of development, including 88,800 square feet of office space in four buildings, and a 1,500 square-foot maintenance facility. The project would focus development on the central and northern portions of the site. Within the area proposed for development, there are two main subareas: the western portion and the eastern portion.

The applicant is seeking a Development Agreement to construct the project in four phases over a 15-year period that can be extended by two, 5-year extensions for a total 25-year period. At this time, the applicant is seeking approval of the master site plan, the master grading plan, the master landscape plan and oak tree permit, Variances for total parking and retaining wall heights, and a Vesting Tentative Parcel Map to adjust the property lines of the two parcels. The applicant is also seeking at this time approval of the construction plans for the Phase I development that includes the Phase I site plan, grading plan, floor plans, building elevation plans, and landscape plans. No building elevation plans are proposed at this time for Phases II, III, and IV. Project development during Phases I and III would occur primarily on the eastern portion of the site. Project development during Phases II and IV would occur on the western portion of the site.

Phase I development would occur on the northeastern portion of the project site and include the construction of the Phase I office building, a maintenance structure, parking and circulation elements, and drainage improvements, as well as landscaping and related outdoor features. With respect to the overall plan for the proposed project, Phase I would also include grading on the slope east of the western basin along the south side of Agoura Road; grading within the Agoura Road right-of-way from the eastern property boundary to the western debris basin; improvement and widening of Agoura Road from the eastern property boundary to proposed western boundary of the eastern parcel; and rough grading for the Phase III building pad. To minimize soil erosion and water run-off, the graded area for the Phase III building would be planted with native vegetation until such time that Phase III is implemented. All rough-graded areas of the property are conditioned to be temporarily landscaped.

The proposed 24,000 square foot Phase I building would consist of two stories with a maximum height of 35 feet. The Phase I building is envisioned to include offices, a reception area, meeting rooms, and a convenience kitchen. Landscaping is proposed along building facades and internal circulation routes. Garden features would be installed in the parking lot area, obscuring and softening the façade appearance. The proposed 750 square foot ancillary maintenance structure would be situated on the west end of the proposed parking lot area. A first-flush detention basin to be located north of the Phase I parking lot would collect and hold the first ¾-inch of water from the development footprint and adjacent sections of Agoura Road until it is released into the off-site storm drain system.

Vehicular access for Phase I would be provided from a driveway off of Agoura Road at the northeast corner of the site (actually off-site so as to align with another driveway located directly north, on the north side of Agoura Road). A total of 75 parking spaces would be provided in a surface parking lot west of and adjacent to the Phase I building (the "central parking lot"); the entry drive would consist of an internal landscaped roadway providing on-site access to the surface parking lot; and a landscaped pedestrian walkway would provide connectivity between the parking and office uses.

Phase II would be implemented to accommodate the Foundation's anticipated growth over time. This phase of development would include the construction of a 36,000 square foot office building, an access driveway with road side parking, a parking lot on the western parcel, added spaces to the central parking lot, completion of the improvements to Agoura Road up to the western property line, and improvements to the western debris basin to accommodate for the widening of Agoura Road. The proposed office building would consist of two stories and reach a maximum height of 35 feet. Although the design of this building would be subject to future entitlement review, the building is envisioned to include offices, a reception area, meeting rooms, and a kitchen. Phase II would also expand the Phase I maintenance structure by 750 square feet, which would provide additional area for grounds keeping facilities, as well as equipment and electrical cart storage for the project.

Phase II would also provide a total of 110 parking spaces between a new western parking lot, driveway and circle parking spaces, and additional spaces within the central parking lot. The western parking lot would consist of 43 spaces adjacent to the Phase II office building in the location of the Phase IV office building. Thirty-three (33) parking spaces would be provided along the driveway and circle near the entrance of the Phase II building, and 34 parking spaces would be added to the central parking lot. Site improvements to occur during Phase II also include a funicular, which is a cable railway on a steep incline, to provide direct connectivity between Phase I development and Phase II development, as well as an internal cart path that would meander between the eastern and western portions of the site. The proposed funicular and cart path will be built upon completion of Phase II and are intended to eliminate the need of an interior roadway connection between the eastern portion of the site (Phases I and III) and the

westerly portions of the site (Phase II and IV). Vehicular access to the Phase II building and parking areas would be provided from a driveway on Agoura Road on the western portion of the project site.

The 7,500 square foot Phase III office building would be constructed on the northeastern corner of the project site during this phase, north of the Phase I office building. The height of the Phase III office building would be two-stories, but not exceed 35 feet. Mass grading for the Phase III building pad would be conducted during Phase I; however, some fine grading would be required to prepare the site for the Phase II building. The western parking lot would be expanded by 23 parking spaces to move parking spaces allocated to Phase II closer to the Phase II building, and free up parking spaces in the central parking lot for the proposed Phase III use.

Construction of the Phase IV office building would complete the anticipated build-out of the proposed project. Similar to the Phase II and III office buildings, the design of the Phase IV office building would be subject to future entitlement review. During Phase IV, a 21,300 square foot office building would be constructed in the western portion of the site and would be two stories with an approximate 35-foot height. The building would consist of office and meeting rooms. With respect to the overall site plan, the Phase IV building would replace the western parking lot that would be developed during Phase II. Parking spaces within the western parking lot, as well as additional parking spaces required for Phase IV, would be accommodated via construction of a subterranean, 130 parking space garage within the central parking lot.

The proposed project requires the approval of a Conditional Use Permit, as specified in the Ladyface Mountain Specific Plan. An Oak Tree Permit is also required for construction impacts that would necessitate the removal of Oak trees and encroachment within the protected zone of Oak trees.

The required development standards for the project are noted below.

	<u>Proposed</u>	<u>Allowed/Required</u>
Lot Size:	Approximately 70 acres	N/A
Building Height (Phase I):	35 feet	35 feet max.

	<u>Proposed</u>	<u>Allowed/Required</u>
<b>Building Pad Areas:</b>		
Phase I and III:	32,255 sq. ft.	
Phase II:	42,570 sq. ft.	
Phase IV:	<u>13,530 sq. ft.</u>	
Total:	88,355 sq. ft. (2.03 acres)	4.55 acres max.
<b>Building Coverage:</b>		
Phase I:	12,347 sq. ft.	
Phase II:	18,705 sq. ft.	
Phase III:	3,890 sq. ft.	
Phase IV:	<u>10,815 sq. ft.</u>	
Total:	45,757 sq. ft. (1.05 acres) (1.5% of overall site)	30% max.
<b>Building Setbacks:</b>		
<b>Front (North):</b>		
Phase I:	120 feet	70 feet min.
Phase II:	510 feet	2x the bldg. ht.
Phase III:	82 feet	2x the bldg. ht.
Phase IV:	310 feet	2x the bldg. ht.
<b>Rear (South):</b>		
Phase I:	3,000 feet +	70 feet min.
Phase II:	235 feet	2x the bldg. ht.
Phase III:	3,000 feet +	2x the bldg. ht.
Phase IV:	465 feet	2x the bldg. ht.
<b>Side (East):</b>		
Phase I:	67.8 feet	15 feet min.
Phase II:	390 feet	70 feet min.
Phase III:	56.6 feet	0.75 x ht. of Bldg. I & II
Phase IV:	255 feet	0.75 x ht. of Bldg. II & IV

	<u>Proposed</u>	<u>Allowed/Required</u>
Side (West):		
Phase I:	488 feet	65 feet min.
Phase II:	485 feet	70 feet min.
Phase III:	660 feet	0.75 x ht. of Bldg. I & II
Phase IV:	470 feet	0.75 x ht. of Bldg. II & IV
Parking:	271 spaces	300 min. spaces
No. of Oak Trees:	207 proposed to be retained	243 existing
No. of Scrub Oaks:	84 proposed to be retained	113 scrub oaks

### III. STAFF ANALYSIS

#### A. Architectural Review

Beginning with the presentation of conceptual plans, the applicant met with the City Architectural Review Panel on three occasions for the Panel's review of Phase I. The project design includes LEED Platinum design elements that incorporate exterior features of the following:

1. Cast in place concrete
2. Matte finish metal screen
3. Exterior stainless steel roller shades
4. Exterior glass wall
5. Matte finish metal panels
6. Stone veneer

The City Council reviewed the project design as a Pre-Screen Review discussion item on July 14, 2010. The stone veneer was applied to greater portions of the building to address concerns raised by both the City Council and the Architectural Review Panel who preferred more use of building colors and materials that were compatible with the natural environment.

In addition to the proposed building design, the project indicates the potential for photovoltaic carport canopies to shade portions of the parking lot and generate electricity. Under the proposed project, only the Phase I building would be entitled at this time, with subsequent entitlements to be considered by the Planning Commission over the next 25 years.

The project design is intended to result in a building that is an example of contemporary architecture of rare LEED (Leadership in Energy and Environmental Design) Platinum design, an office campus that integrates with the natural landscape and preserves the integrity of the surrounding landscape, provides a building that will last of 100 years, is well articulated from a variety of vantage points, and sets an example in the sustainable building community as developing a process and advancing technology that can be accessible to the general public with hopes of encouraging sustainable strategies both nationally and internationally. However, LEED design applies to entire project site. Examples of a few of the proposed sustainable design elements for this project include:

- Photovoltaic solar energy panels on the buildings and in the parking lot solar trellis
- Passive heating/ventilation systems and no recirculation of air
- Thermal massing features
- Green roof system
- A building design that maximize use of natural light
- Mechanical shading devices
- Local, renewable and recycled building materials
- Collection of rainwater to support irrigation demand
- Permeable hardscape materials in the courtyards, parking areas and cart path
- Native vegetation in landscaping

Although the proposed LEED building design elements are not required by the City, the applicant intends to obtain the highest LEED Platinum status level. Accordingly, the City staff has retained a LEED Consultant (RRM Design Group) to assist in review of the plans before the Planning Commission and the plan check review process of the LEED components of the building. RRM Design Group confirms that it meets LEED Platinum criteria and will verify compliance at plan check.

The applicant's desire to achieve a Platinum LEED building with the features noted above will require a deviation from the City's Architectural Design Standards and Guidelines for hillside development. Specifically, to achieve heating and ventilation efficiency the building would not be terraced between stories and it would include expansive use of transparent glass for natural light within the building. The Architectural Review Panel acknowledged that the building design represents a deviation from the terraced hillside development envisioned of the Ladyface Mountain Specific Plan area, but also understood the applications of the building design, which begins with designing the interior of the building to be the most energy efficient as possible, which in this case requires the second floor to be placed directly above the first floor for the natural ventilation circulation which the applicant desires. The exterior design of the building is intended to complement the functional components of the interior of the building. Thus, the Architectural Review Panel supported the project as being of a leading-edge design that is also complimentary to the surrounding natural and built environment along Ladyface Mountain.



B. Lighting

The applicant desires to provide exterior light fixtures for the Phase I construction within the parking lot (including under the covered parking stalls on the north end of the parking lot), along the entry driveway, and within the pedestrian path areas along the perimeter of the building. The locations of the proposed fixtures are shown on Electrical Plan Sheet E0.06.

Staff is recommending that the applicant be conditioned to provide final light details, including fixtures design, illumination details, and a photometric plan, for approval by the Planning Commission. The EIR requires as a mitigation measure that the project "incorporate lighting design features to the extent possible that will reduce the amount and intensity of night lighting in open space areas adjacent to the development. This would involve using lighting only to the extent necessary, using low-intensity lights, placing lighting close to the ground when possible, using shields to reduce glare and direct lighting downward, and pointing lights away from open space areas. Security lighting from the site should not exceed 0.001 foot-candles at the edge of the fuel modification zone."

C. Signage

No Sign Plan for the project has been submitted. The Ladyface Mountain Specific Plan allows for building wall signage, as well as project identification signage at the driveway entrance. Driveway entry signage that identifies the project is to be incorporated into retaining or planter walls. A monument sign is another alternative that could be considered. Monument signs may be single or double-faced, located near the driveway entrance. The Specific Plan also allows for wall-mounted signage that includes low levels of illumination and that are compatible with the architecture of the buildings in regard to size, proportions, location and colors. All signage for the project would be subject to a sign program that is subject to review and approval from the Planning Commission.

D. Vesting Tentative Parcel Map

The property currently consists of two parcels totaling approximately 70 acres in size. The applicant desires to adjust the lot lines of the two parcels to accommodate the construction of Phase I entirely within the easterly parcel, which would result in two parcels of 35.97 acres and 34.30 acres in size.

For the purpose of the lot line adjustment, the applicant has filed a Vesting Tentative Parcel Map. A Vesting Tentative Parcel Map is identical to a Tentative Parcel Map except that, by law, when a local jurisdiction approves a vesting map, the developer has received the vested right to build the project laid out in the tentative map. A vested map restricts local government from imposing new standards or conditions on the tentative map that were not in place at the time the application was deemed complete (or approved). Additionally, the law specifies that a local jurisdiction cannot

deny a subdivision proposal (or, in this case, a lot line adjustment), simply because a vesting tentative map is being sought.

The City Engineer has reviewed the proposed Vesting Tentative Tract Map and finds that it meets the requirements of the Subdivision Map Act and the City Municipal Code, subject to conditions of approval. Likewise, Planning staff finds that the Vesting Tentative Map will allow for development of the property in compliance with the General Plan, Zoning Ordinance, and Ladyface Mountain Specific Plan development standards.

E. Grading and Drainage

Proposed grading of the project site would occur over the four phases of construction and would consist of a cut/fill operation to create level building pads and associated features. The primary proposed fill areas are the lower lying, gentle slopes between the ridges. Erosion control measures would be included during grading and prior to the completion and construction of permanent drainage controls. Mass grading from the building pads would be limited to Phases I and II, with minimal grading to occur in Phase III (the building pad for Phase III construction would be graded during Phase I). Phase IV would involve excavation of 5,000 cubic yards of soil to construct the subterranean garage beneath the central parking lot on the eastern portion of the site, with soil retained on-site.

During Phase I, grading activities would be conducted in association with the proposed widening of Agoura Road along the frontage of the easterly parcel, the project's easterly ingress/egress, as well as the pads for the Proposed Phase I and Phase III buildings, central parking lot, internal circulation improvements, and drainage improvements (eastern debris basin and detention basin). In order to align the project's easterly ingress/egress from Agoura Road, a small amount of grading would occur in the neighboring property, whereby the applicant and the adjacent property owner have an existing easement agreement. Phase I grading would disturb roughly 7.2 acres, which includes on-site grading, as well as grading within the Agoura Road right-of-way, and the aforementioned off-site ingress/egress from Agoura Road. Roughly 60,000 cubic yards of cut and 49,000 cubic yards of fill would be required, resulting in about 11,000 cubic yards of soil export.

The grading activities proposed during Phase II would be conducted in association with the project's westerly ingress/egress from Agoura Road, Phase II and Phase IV buildings, the proposed western parking lot, internal circulation, and drainage improvements (western debris basin and bioswales). Phase II grading would disturb roughly 6.3 acres on-site and would include 38,000 cubic yards of cut and 15,000 cubic yards of fill for a net export of 23,000 cubic yards of soil. Phase IV grading would include 5,000 cubic yards of cut and export for excavation of the subterranean garage.

Grading for the widening of Agoura Road would occur during Phases I and II. During Phase I, grading would occur along the easterly parcel frontage, on the south side of Agoura Road and within the right-of-way frontage and street improvements would occur along this same street frontage. The remainder of the grading/improvements associated with the widening of Agoura Road along the western parcel would be conducted in Phase II.

There are two existing debris basins located on-site along Agoura Road. One is near the eastern property boundary of the project site and the other is near the western property boundary. The widening of Agoura Road would affect the existing configuration of both basins. The easterly basin would be redesigned and relocated south of the proposed Phase I building and central parking lot. In the location of the existing eastern debris basin, a detention basin would be constructed to collect first-flush runoff from the entire site, as well as from portions of Agoura Road. Runoff from the developed areas of the eastern portion of the site would be collected via onsite storm drainage and routed to a bioswale, which is a component of LEED design, to be located between the eastern access drive and Agoura Road, before entering the detention basin.

Runoff from within the development footprint on the western portion of the site would be collected via a series of inlets and routed to bioswales along the access road and Agoura Road before entering the detention basin. The westerly debris basin would also be moved to accommodate the widening of Agoura Road and improved to meet current design requirements. Multiple project LEED design elements, including roofs, access roads, parking lots, sidewalks, and green space would be designed to be multifunctional, incorporating detention, retention, filtration, or runoff use.

The proposed westerly and easterly debris basins will include a "debris cone" maintenance area. Each debris cone would extend beyond the limits of grading. The westerly debris cone extends 280 feet beyond the limits of grading. The eastern debris cone extends 70 feet beyond the limits of grading. Maintenance activities within the debris cones would be performed by the Los Angeles County Flood Control District and include clearance of vegetation and removal of oaks within its limits when necessary. The oak tree removals anticipated within the debris cone area has been accounted for in the project oak tree report.

Except where prohibited due to Los Angeles County Fire Department requirements, many hardscape surfaces such as parking lots, courtyards, and pathways would be constructed of permeable materials to reduce surface flows and promote infiltration prior to entering the stormwater system, consistent with the recently amended design criteria of the Ladyface Mountain Specific Plan.

The development of the project will require remedial grading in the form of removal and recompaction to provide suitable building pad areas and a primary vehicular access driveway. The total grading of the site will require approximately 120,142 cubic yards of cut and 31,627 cubic yards of fill. Portions of the site have been rough graded to provide interim access routes primarily for field investigation purposes.

Cut slopes of up to approximately 30 feet height are currently located along the property frontage, adjacent to Agoura Road. The grading plan calls for new cut slopes along this street frontage at 2:1 gradients. The highest cut slopes proposed are approximately 46 feet in height at the easterly driveway entrance (adjacent to the 1.5:1 cut slope on the property to the west) and 66 feet in height on the west side of the Phase I parking lot. These cut slopes are necessary to accommodate the on-site driveway and the widening of Agoura Road and to align with the existing driveway on the north side of Agoura Road, while retaining the 2:1 maximum slope called for in the Specific Plan.

The Specific Plan calls for manufactured slopes not to exceed 25 feet in height. Slopes steeper than 2:1 and of heights greater than 25 feet currently exist along the front property line and on the adjacent parcel to the east. However, the proposed grading plan is intended to reduce the need for multiple retaining walls that may have a greater visual impact due to their potential exposure from various viewshed corridors.

In 1986 the City Council adopted a Resolution (No. 329) intended to maintain consistency with the General Plan Scenic Highway Element by limiting the height of cut and fill slopes to 25 feet, provided that the Planning Commission that it can be adequately demonstrated that the slope will not be viewable from a major street or highway, or other visual corridor. This 25-foot height limit is iterated in the Ladyface Mountain Specific Plan. However, the cut slopes are necessary for the required widening of Agoura Road and entrance to the property.

The City Building Code gives the Planning Commission and the City Council the discretion to consider approving cut slopes greater than 25 feet in height on a case-by-case basis and the City Geotechnical consultant is satisfied with the safety of the proposed grading. The Planning Commission or City Council has the discretion, however, to require alternative grading plans, including the provision of a higher retaining wall along Agoura Road, or soil-nail retaining walls (similar to those recently approved for Archstone Oak Creek Apartment complex on Canwood Street), both of which would reduce the steepness of the proposed cut slopes. Completion of the road widening would permanently change the viewscape of Agoura Road. Staff would note that the Agoura Hills Corporate Point property to the east of the project site was approved with cut slopes of less than 2:1 slope and heights greater than 25 feet. Thus, while the proposed project will have cut slopes in excess of 25 feet in height, it will not be cut as steep as the property to the east.

The City's Geotechnical Consultant has approved the proposed grading plan and staff finds that the project is appropriately situated on the site to provide access to the buildings. The project will require the construction of several retaining walls near building pad areas and driveways. The proposed landscape plan will eventually result in landscape screening of all cut and fill slopes, and on-site retaining walls.

Some retaining walls are proposed to exceed the maximum 6-foot height. Specifically, a 12-foot retaining wall is proposed along the upper portion of the westerly on-site driveway that would provide access for Phases II and IV. An approximate 10-foot high wall is proposed along the back

side of the maintenance facility located on the west side of the Phase I parking lot that will be screen from view from Agoura Road. Accordingly, the applicant has filed a Variance application for the Planning Commission's consideration. Staff has reviewed the request and supports the increase in wall height in these areas as they will reduce the need for additional grading, thereby protecting natural slopes and biological resources. Also, the walls will include a soil-nail design to incorporate a simulated rock-face appearance on the exposed areas for greater compatibility of the natural features of the site, as required of the Ladyface Mountain Specific Plan for walls greater than 6 feet in height. Specific findings for approval of the Variance are included in the attached draft Resolution for the Planning Commission's consideration.

F. Oak Trees

Of the 243 protected oak trees identified within 200 feet of the development footprint, the proposed project over all four phases would remove 36 protected oak trees, including 16 valley oak trees and 20 coast live oak trees. An additional 32 protected trees would be encroached upon within the canopy and protected root zone. Fuel modification activities would be limited to removal of deadwood in the canopies and would not substantially impact protected oak trees within fuel modification zones.

Of the 113 scrub oaks surveyed, there are a total of 33 impacted (29 removals and 4 protection zone encroachments). The 29 removed oak canopies area total 5,660 square feet. Although there are four phases of development in the proposed project (two phases of mass grading), all 33 scrub oaks would be affected during Phase II grading. The required widening of Agoura Road and eastern and western debris cones would not affect any scrub oaks.

In compliance with the City Oak Tree Ordinance, the required mitigation for the identified oak tree impacts would include a total of 669 inches of new oak tree trunk diameter.

Staff would make every attempt to ensure the oak trees are planted according to species-specific habitat requirements, including that valley oak trees are located at lower elevations in alluvial soils and that coast live oak trees are located in mesic soil conditions on north-facing slopes. Staff also recommends that in the event that a portion of the required mitigation trees cannot be planted on-site, as determined by the Director of Planning and Community Development, that the applicant be allowed to pay an equivalent valued in-lieu fee to the City's oak tree habitat fund. The oak tree habitat fund is used for the planting and restoration of oak trees on public property in the City, and for acquisition of open space property that includes oak habitat.

G. Landscaping

In addition to the planting of several new large boxed oak tree specimens required for oak tree removal purposes, the conceptual landscape plan for the project includes landscaping and trees to be planted along the access road, internal circulation paths, and the Agoura Road frontage.

Landscaping is also proposed around structures and related outdoor elements (e.g., gardens and water features), and screening of the parking lot, and would be appropriately located throughout the developed portions of the project site. Undeveloped open space areas would retain natural vegetation and graded slopes would be planted with native plants, including chaparral species, coastal sage scrub, and grassland intended to meet LEED design components. Irrigation for the proposed landscaping would be provided via a combination of a rainwater collection system, potable water, and reclaimed water.

Landscaping will be provided for stability to the cut and fill slopes. The City Landscape Consultant supports the overall landscape design considerations that will help ensure the building's harmonious existence with the natural surroundings and finds the design to meet the Ladyface Mountain Specific Plan plant list. Final landscape and irrigation plans will be subject to review by the City Landscape Consultant and approval by the Director of Planning and Community Development.

#### H. Visibility

The General Plan contains considerable guidance about the protection of scenic resources in the Scenic Highways Element and Community Design Element. The important goals of these elements call for 1) creation of an efficiently organized and aesthetically pleasing City; 2) maintenance of the City's rural atmosphere; 3) adoption of design standards; 4) development of adequate buffer areas; and 5) provision of adequate landscaping.

In addition, the Ladyface Mountain Specific Plan includes a comprehensive set of plans, policies, regulations and conditions for guiding and ensuring orderly development. The main purpose of this planning document (with respect to aesthetics and visual resources) is "to ensure that all development at the base of Ladyface Mountain is compatible with the unique nature of this natural asset to the community."

The proposed project has several unique features compared to many other portions of the City that are presently being considered for commercial development. The first of these features are the undeveloped north-facing slopes of Ladyface Mountain. This landform represents one of the City most cherished scenic resources. Thus development within the Specific Plan area is required to be well coordinated, environmentally sensitive and aesthetically pleasing. The existing Renaissance Hotel and Agoura Hills Corporate Point office complex (in construction) are located directly east of the proposed development, while portions west of the project site are currently undeveloped.

Along the frontage of the project, Agoura Road has an average topographic elevation of approximately 970 feet. The Phase I office building would have a finished floor elevation 993 feet. The Phase II office building would have a finished floor elevation of 1,064 feet (which is approximately the same finished floor elevation as the adjacent Agoura Hills Corporate Point project). The Phase III building would have a finished floor elevation of 976 feet, and the Phase IV

building would have a finished floor elevation of 1050 feet. Due to grade differences between the proposed project and the adjacent transportation corridors, the project will be visible from portions of Agoura Road, the 101 Freeway, residential neighborhoods to the north of the 101 Freeway, and Westlake Village.

The Environmental Impact Report (EIR) prepared for this project includes a comprehensive analysis of the project's visual impacts and includes photosimulations (reference Section 4.1 – Aesthetics). The EIR describes viewshed impacts of the project as follows:

- Agoura Road – Foreground views of the project site are available from limited locations along Agoura Road. Views from Agoura Road differ considerably depending upon a viewer's location, the direction of travel, and view orientation. The elevation, configuration, and sequencing of the natural ridge spurs on the project site and the adjacent properties, and the new cut slopes are the most visually prominent features that can be seen from along Agoura Road.
- US 101 Freeway Corridor – The project site's middle and upper-most elevations can be seen from the US 101 Freeway and adjacent frontage street. Commercial and business/office park development and mature tree landscaping in parking lots and within the public streetscape on land between Agoura Road and the US 101 Freeway block views of the site (particularly views of the site's lower elevations nearest Agoura Road) from the US 101 Freeway and frontage street. Views directed toward the site from the freeway or from frontage road locations (from Canwood Street, for example) are often either partially impeded, completely blocked, and/or filtered or screened by the presence of tall freeway sound walls and/or by Caltrans landscaping within the sound wall gaps.
- Residential Neighborhoods – Limited and restricted project site views are available from selected street and park locations in the suburban residential neighborhoods of the City to the north of the freeway. Residential streets tend to have limited site views because of their orientations (that do not align with viewing directions toward the project site and the presence of view-blocking structures and landscaping along their predominate east-west and north-south orientations).
- Westlake Village – Views of the project site are available from limited locations along Russell Ranch Road in Westlake Village. The elevation, configuration, and sequencing of the natural ridge spurs on the project site and the adjacent properties are the most visually prominent features than can be seen from Russell Ranch Road. Adjacent and commercial and business/office park development and landscaping partially block views of the project site (particularly the site's lower elevations) from Russell Ranch Road.

Although the building mass will be highly visible, the project is to include large quantities of native landscaping as a component of the development. This landscaping will provide visual screening of the buildings. This design element combined with the limitation of development below the 1,100-foot elevation, the incorporation of unique exterior architectural features complimentary to the surrounding environment, conformance with the Ladyface Mountain Specific Plan and the provision of significant setbacks from Agoura Road will reduce the visual impact to the Agoura Road corridor.

Modifications to existing view conditions along the Agoura Road corridor include 1) landform alterations and roadway improvements necessary to access the project; 2) partial elimination of the dominant foreground view of the Oak tree canopy along Agoura Road ; and 3) the creation of the building mass. However, the passing motorist on Agoura Road would have only a modest 5-10 second duration of the buildings and cut slope visibility from the Agoura Road corridor.

Given the siting of the project towards the rear of the development parcel, preservation of ridgelines, and the preservation of open space, the Environmental Impact Report concludes that no significant loss of open space perception will result from the development of the project. The applicant redesigned the project during initial staff review, which included alternative exterior building materials and colors that are more compatible with the natural environment. View corridor changes will not significantly alter the community viewshed of this property for either foreground or background perspectives from the existing developed portion of the City.

The applicant has installed story-poles to demarcate the locations of each building corner and their ultimate roof heights. In some instances, such as for Phase I, the building pad will be placed on fill soil. Thus, the story-pole in the field is higher than 35 feet but the ultimate finished floor elevation is marked on the building story-poles.

#### I. Traffic

The traffic impact study prepared for the project notes that the development (all four phases) would generate and add 721 vehicle trips to the City's road system. Of these total vehicle trips, 135 trips would occur during the AM peak period and 127 during the PM peak period. Project trip generation during the off-peak hours (primarily between 9:00 AM to 4:00 PM) would be approximately 459 trips, or fewer than 66 trips on average per hour. The PM peak period traffic estimates generated by the project is within the 200 peak hour trips the Specific Plan has allotted for development of this parcel at the higher density (Scenario 2-A).

A total of eight (8) roadway intersections in Agoura Hills and Westlake Village were analyzed for potential traffic impacts associated with the project. The project traffic report concludes that volume/capacity (V/C) ratios or delays would range from less than 0.01 to 0.06. All studied intersections would operate at level of service (LOS) C or better under projected conditions.



Therefore, the City Traffic Engineer agrees that the project would not generate project specific impacts based on City thresholds.

While the proposed development will result in some increases in roadway traffic, the relative contribution of the project to traffic volume growth in the area is small. However, the applicant will be required to provide the following road improvements along the street frontage of the eastern parcel during Phase I construction, and along the western parcel during Phase II construction:

- 1) half street widening along the project frontage (east bound lanes of Agoura Road);
- 2) half street improvements creating a bike lane and a sidewalk;
- 3) full street improvements that taper and transition to join existing paving and striping;
- 4) construction of a raised median with left-turn pockets serving eastbound Agoura Road;
- 5) Payment of TIF Fee (estimated, based on current fees, to be \$555,254.70 based on \$6.149 per square foot (90,300square feet); and
- 6) Compliance with the City's Transportation Demand Ordinance which requires to the applicant to provide incentives for employee carpooling and offers employees information on available alternative transportation options (i.e. bus route, bicycle lane, carpooling information).

The street and right-of-way improvements on the north side of Agoura Road are already complete. If this project is approved, it would complete full street and roadway improvements on Agoura Road of 1,900 additional linear feet.

#### J. Parking and Variance Request

The Zoning Ordinance requires that general office uses provide for one parking space for each 300 square feet of gross floor area. In this instance, Phase I of the project would require 82 parking spaces, Phase II would require an additional 122 parking spaces, Phase III would require an additional 25 parking spaces, and Phase IV would require an additional 71 parking spaces, for a total of 300 parking spaces. However, the applicant's proposed parking supply of 271 parking spaces would not meet the City's parking requirements for the project. As such, the applicant is seeking approval of a Variance to allow fewer parking spaces than is required by Code. The deficiency in required parking would begin with the Phase I construction, at which time the project would be deficient by seven (7) parking spaces. Each subsequent phase of construction would also be deficient in meeting the required on-site parking requirement.

Staff can support approval of the Variance request as the Zoning Ordinance required parking ratios do not always reflect the actual parking demands of the proposed land uses. A parking demand analysis for the project was, therefore, completed and was based on empirical parking demand rates. Based on research completed by Walker Parking Consultants, U.S. Census Bureau data indicates that approximately 89% of employees who work in Agoura Hills arrive to work in single occupancy vehicles and 11% utilize alternative transportation. Therefore, an 11% reduction was applied to the employee parking demand estimate of 300 parking spaces for this project. Thus, it was concluded

that 267 parking spaces would meet the estimated peak parking demand which typically occurs at 10:00 a.m. for office uses, and that the proposed parking supply of 271 parking spaces would satisfy the peak parking demand. Staff would also note that the entire project is anticipated to be occupied by a single tenant with public parking demand for the private non-profit organization anticipated to be less than would typically be expected of a professional office complex that is open to the public during weekday hours. The City Traffic Engineer agrees with the findings of the parking analysis. Specific finds for approval of the Variance are included in the draft Resolution for the Planning Commission's consideration.

Staff would note that the applicant is proposing to install security gates for both driveways serving the property and are shown on the project site plan. While staff does not encourage the use of security gates due to potential blockage of street traffic, visual impacts, and precedence for additional security gates throughout the City, the applicant is proposing to locate the Phase I security gate approximately 150 feet within the entry driveway, and to locate the Phase II security gate 90 feet within the entry driveway. Staff can support the request as the proposed use of the property is for an internationally known private foundation and the gates will not impede traffic flow or be highly visible to roadway motorists. Staff recommends the design of the gates be subject to approval by the Director of Planning and Community Development.

K. Compliance with the Specific Plan and Land Use Compatibility

Scenario 1-A of the Specific Plan allows for the property to be developed with a 47,400 square foot business park use on the two parcels within a 4.55-acre building pad area. A property owner may request, in connection with a Conditional Use Permit application, that the maximum building area be increased provided that the applicant meets his burden of complying the required findings listed in the Specific Plan. The applicant has requested, as a component of the current application, that the maximum building area be increased from 47,400 square feet to 90,300 square feet over a 25-year, four-phased development. This increase is within the 90,300 square foot maximum permitted under Scenario 2-A of the Ladyface Mountain Specific Plan. As a result, the proposed increase in square footage would not require an amendment to the Specific Plan, but may be applied if certain findings called out in the Ladyface Mountain Specific Plan are made.

Listed below are the findings required to be met for the proposed increase in building size, and staff's analysis of each finding:

1-A. Finding: The proposed use is consistent with the objectives of the City Zoning Ordinance and the purposes of the zoning district in which the use is located.

Staff Analysis: The property is located in the Ladyface Mountain Specific Plan area. The project provides for business park development as called for this parcel within Specific Plan.

- 1-B. Finding: The proposed use is compatible with the surrounding properties.

Staff Analysis: The project is adjacent to similar land uses including the Agoura Hills Corporate Point project this under construction and is located to the east, and office uses and research and development uses to the north. Property located to the west of the project is currently vacant. The applicant's preservation of open space above the 1,100-foot elevation will sustain the natural habitat of the area.

- 1-C Finding: The proposed use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare.

Staff Analysis: The applicant will be required to construct the project in full compliance with the City Building Code and development standards of the Ladyface Mountain Specific Plan. Additionally, the applicant is responsible to mitigate against potentially significant environmental impacts relating to the project prior to and during construction.

- 1-D Finding: The distance from other similar and like uses is sufficient to maintain the diversity of the community.

Staff Analysis: The Agoura Road corridor has several office complexes, however development within the Ladyface Mountain Specific Plan is primarily intended for business park development. Although an office complex is under construction on a parcel located immediately east of the project site, the other nearest general office complexes to the applicant property are located approximately 400 feet to the northwest and 100 feet to the northeast. Also, the applicant's property is the second truly vacant parcel within the Specific Plan area to be developed.

- 1-E Finding: The proposed use will not mar the property's unique natural elements and has a positive relationship to the character of Ladyface Mountain.

Staff Analysis: Although the building mass will be highly visible, the project is to include large quantities of native landscaping as a component of the development. This landscaping will provide significant visual screening. This design element combined with the limitation of development below the 1,100 foot elevation, the incorporation of unique exterior architectural elements complimentary to the surrounding environment, conformance with the Ladyface Mountain Specific Plan and the provision of compliant setbacks from Agoura Road, will reduce the visual impact to the Agoura Road corridor. The applicant is designing the project to achieve LEED Platinum certification.

- 1-F. Finding: Adequate evidence and guarantees have been provided to indicate that all provisions of the Specific Plan can be satisfied.

Staff Analysis: The applicant has worked closely with staff and the Architectural Review Panel in designing a project within pad areas that are allowed per the Specific Plan. Creative design techniques have been incorporated into the project design that preserve open space areas, allow for fewer retaining walls, provide for access for up to four buildings, and incorporate variation in building pad heights and natural building materials that are compatible with the natural features of the area.

- 1-G. Finding: The proposed use is consistent with the goals, objectives and policies of the General Plan.

Staff Analysis: Goal LU-23 of the General Plan Land Use and Community Form Element calls for Ladyface Mountain to be developed with economically viable business parks that are designed to reflect its natural setting at the base of Ladyface Mountain, while providing high-quality jobs. The project meets this goal through the design of LEED Platinum building within a proposed business park complex that will be located below the 1,100-foot elevation of Ladyface Mountain.

2. Finding: The increased density will not adversely affect the goals, objectives and policies of the General Plan or the Specific Plan.

Staff Analysis: As called for in General Plan Land Use and Community Form Element Policies, the project will preserve view corridors along Ladyface Mountain and be designed within the specifications of the Ladyface Mountain Specific Plan. The design criteria of the Ladyface Mountain Specific Plan help ensure that all development within the Specific Plan area is compatible with the surrounding natural environment and includes and architectural design of utmost quality. Additionally, the project is designed to achieve LEED Platinum certification and will promote extensive landscaping while emphasizing drought-tolerant plant materials. The preservation of open space above the 1,100-foot elevation will assist in maintaining open space resources for the purposes of maintaining the visual quality of the City.

3. Finding: The increased density will not reduce traffic Level of Service (LOS) at any intersection in the City to below LOS C as determined by the General Plan. In the event that the existing LOS is below C, then the increased density will not reduce the existing level of service to a lower level. Any increase in the traffic budget is offset by increases in roadway capacity or other acceptable mitigation measures.

Staff Analysis: The traffic impact study prepared for the project notes that the development (all four phases) would generate 721 vehicle trips to the City's road system. Of these total vehicle trips, 135 trips would occur during the AM peak period and 127 during the PM peak period. Project trip generation during the off-peak hours (primarily between (9:00 AM to 4:00 PM) would be approximately 459 trips, or fewer than 66 trips

on average per hour. The PM peak period traffic estimates generated by the project is within the 200 peak hour trips the Specific Plan has allotted for development of this parcel at the higher density (Scenario 2-A).

A total of eight (8) roadway intersections in Agoura Hills and Westlake Village were analyzed for potential traffic impacts associated with the project. The project traffic report concludes that volume/capacity (V/C) ratios or delays would range from less than 0.01 to 0.06. All studies intersections would operate at level of service (LOS) C or better under projected conditions. Therefore, the project would not generate project specific impacts based on City thresholds.

4. Finding: The increased density will not create any potentially significant environmental effects.

Staff Analysis: The Final Environmental Impact Report (FEIR) prepared for this project includes a detailed analysis the following issues: Aesthetics, Agricultural and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, and Transportation/Traffic. While anticipated environmental impacts are identified within the DEIR, all can be mitigated to levels of insignificance with the exception of Biological Resources. However, it is recommended that a Statement of Overriding Considerations be adopted for this impact.

5. Finding: Manufactured slopes do not exceed a ratio of 2:1.

Staff Analysis: Although proposed cut slopes exceeding 25 feet in height are necessary for the widening of Agoura Road, no manufactured slopes will exceed a ratio of 2:1.

6. Finding: The increased density will not result in an increased loss of oak trees.

Staff Analysis: The increased density will result in the loss of oak trees. The majority of the oak trees proposed for removal is located near the required debris basins and need to be cleared for maintenance access, and along the Agoura Road frontage where road widening improvements would be required regardless of the proposed increase in density. Scrub oak removal is necessary for the Phase II construction, which is situated on the property to reduce grading impacts to the site and additional oak tree removal. All oak removals will be fully mitigated to less than significant impacts.

7. Finding: Exposed retaining walls will be used only to enhance design or to protect oak trees.

Staff Analysis: The retaining walls are proposed to reduce the extent of grading on the site, thereby preserving oak trees and other existing biological resources. Retaining walls greater than 6 feet in height will be soil-nail walls consistent with the Ladyface Mountain Specific Plan Amendments approved in April of 2010. The visual appearance of soil-nail walls is compatible with promoting the natural visual qualities of the site, including oak trees.

8. Finding: Grading will be limited and innovative building techniques such as stepped massing, sculpturing the building into the hillside, underground parking, or other similar mitigating measures will be incorporated into the project.

Staff Analysis: The building pads are clustered at the east and west ends of the property on varying pad levels, and all will be primarily served with a centralized parking lot that will be placed underground during the fourth phase of construction. These siting techniques, including the use of a funicular between the easterly and westerly development areas, reduce required grading area on the overall property will still accommodating for the widening of Agoura Road.

9. Finding: Landscaping will be provided that exceeds the minimum requirements.

Staff Analysis: The conceptual landscape plan for the project includes the planting of several large boxed oak tree specimens in the incorporation of primarily native plant species into the buildable area of the property. A multitude of existing live and valley oak species throughout the property will be preserved and incorporated in the project site plan. The use of native landscaping will help integrate the built environment with the natural environment.

10. Finding: The proposed project with the increased density will comply with the maximum developable land area, maximum building pad, and minimum open space requirements provided for Scenario 1-A in Table IV-1.

Staff Analysis: The maximum development potential of the parcel, as specified in Scenario 1-A in the Specific Plan, includes a development area of 52.5% of the parcel (under the Hillside Ordinance regulations) a requirement of 47.5% to remain as open space. The maximum developable pad area is 4.55 acres. The applicant is proposing building pad areas totaling 2.03 acres and building lot coverage of 1.03 acres. Thus, the project complies with the Ladyface Mountain Specific Plan criteria.

In summary, the proposed project would result in the construction of a commercial office development that is in conformance with the present land use designations. The property can readily accommodate the proposed zone and use. Therefore, the request is consistent with the

City's goals and policies contained in the Land Use Element of the City's General Plan and the Ladyface Mountain Specific Plan.

The project is compatible in scale and use characteristics with adjacent land uses. The project would not result in land use conflicts that would be detrimental to the well-being and privacy of existing uses.

L. Development Agreement

State law allows cities and counties to enter into binding development agreements for the development of real property. Development Agreements provide for a form of vested entitlement that supersedes any changes in zoning, subdivisions and building regulations as well as developer fees in existence at time of execution of the agreement. The Development Agreement is intended to provide the developer with substantial assurance that his/her project can be completed in accordance with existing policies, rates and procedures. Given the applicant's desire to develop the property at a rate which corresponds to the growth of the Conrad N. Hilton Foundation, it would be appropriate to provide additional assurances for project development through a property development agreement.

A draft of the proposed Development Agreement between the City and Conrad N. Hilton Foundation was reviewed by the City Attorney's office and is attached to this report. The City Council is the final decision making body on the approval of the Development Agreement including the proposed deal points. The major deal points include a 15-year vesting of development with two additional five-year options (25 years maximum). The timing of the development phases would be at the owner's option. The project would be entitled to proceed in the form, description and design approved by the Planning Commission and City Council, with mostly staff level approvals and permits following the initial approval of the project. The applicant agrees to construct the project as approved, to make significant right-of-way dedications, and to construct mutually agreed-upon improvements to the Agoura Road right-of-way adjacent to the project. The Planning Commission's role is to look at the land use issues related to the Development Agreement. The Commission must make findings that 1) the Agreement and the vested rights it grants is consistent with the General Plan, and 2) the Agreement is consistent in terms of the rights it grants and the concessions it requires with the other approvals and conditions of the project. The attached Development Agreement Resolution contains the recommended findings for adoption of a the required attached Draft Ordinance. It is recommended that the Planning Commission adopt these findings. The Planning Commission's findings will be forwarded to the City Council.

#### **IV. ENVIRONMENTAL REVIEW**

Since the proposed project requires discretionary approval from the City it is subject to the California Environmental Quality Act (CEQA). As part of the CEQA review, staff determined that an Environmental Impact Report (EIR) was necessary and directed Rincon Consultants, Inc., to proceed with the preparation of the environmental document. An Initial Study was prepared and staff distributed a Notice of Preparation (NOP) on July 6, 2010, as required by CEQA. Based on the Initial Study and comments received in response to the NOP the following issues were identified for analysis in the Draft EIR (DEIR): aesthetics; air quality; biological resources; cultural resources; geology and soils; hazards and hazardous materials; hydrology and water quality; land use and planning; noise; population, housing and employment; public services; recreation; transportation/traffic; utilities and service systems; and climate change.

As required by CEQA, the DEIR identified the potential environmental impacts from the proposed project. The DEIR established "thresholds of significance" for each type of impact. The threshold is typically a quantifiable measurement, such as the number of vehicle trips generated per day or per hour, a defined noise level, or a certain amount of pollutant to be emitted into the air. The DEIR analyzed the existing environment, and the environment with the addition of the project. When the project causes an impact that exceeds the threshold of significance, that impact is considered to be significant. For significant impacts, the DEIR then analyzed whether feasible mitigation measures can be imposed on the project that will reduce the impact to a level of insignificance. When significant environmental impacts are identified that cannot be mitigated to a level of insignificance, the impact has been found to be unavoidably significant.

One of the basic purposes of an EIR is to ensure that the City, applicant, and public have a clear understanding of the significant environmental consequences of a proposed project. Once a Draft EIR is completed, there is a public review period to allow decision-makers, public agencies, applicants and the public an opportunity to comment on whether they believe the DEIR has adequately analyzed the environmental impacts of the project. CEQA establishes a minimum 45-day comment period when the document is sent to the State Clearinghouse. During the comment period Cities and agencies can hold a public hearing to receive verbal comments on the adequacy of the DEIR, but a public hearing is not required. The City typically holds at least one public hearing during the comment period to ensure that the public has an opportunity to comment verbally on the adequacy of the DEIR before the Final EIR is prepared.

The Planning Commission held a public hearing for receiving public comment on the adequacy of this project's DEIR on November 4, 2010. The staff mentioned at the meeting that the DEIR concluded that a majority of the environmental impacts of the project can be mitigated to less than significant levels. However, biological impacts during the construction phase of the project were found to be unavoidably significant on a short-term basis. However, no comments regarding the adequacy of the DEIR and proposed mitigation measures were offered by the public or the Planning



Commission. The 45-day comment period for the DEIR began on October 21, 2010, and ended on December 6, 2010.

The EIR subsequently addresses each of the written comments received during the comment period and incorporated the responses within the project Final EIR. The Final EIR has been completed and distributed to the Planning Commission for further consideration and for a recommendation to the City Council for certification or denial. Certifying the Final EIR would simply mean that the Planning Commission believes the Final EIR was completed in compliance with CEQA and adequately analyzes the project's environmental impacts and that the proposed project alternatives discussed within the Final EIR have been considered. If the Planning Commission feels the Final EIR does not adequately analyze the project impacts, the EIR consultant would be directed to remedy any deficiencies in the Final EIR and present the revised Final EIR for further consideration. Certifying the Final EIR is not the same as approving the Conditional Use Permit or other entitlement requests. If the Planning Commission is to recommend approval of the project entitlements, the Planning Commission must find that the Final EIR was prepared pursuant to CEQA and that the Planning Commission reviewed the information in the Final EIR in reaching its decision. It should be noted, however, that if the Conditional Use Permit is not recommended for approval by the Planning Commission, or approved by the City Council, no action is required regarding the Final EIR.

Anticipated impacts of this project have been identified for each environmental resource discussed within the Final EIR. The Final EIR identifies the following significant impact for which mitigation measures have been incorporated to the extent feasible, but which are not mitigable to a less than significant level, and therefore are considered to be "significant and unavoidable" impacts of the Project.

1. The Ojai navarretia plant species is seriously threatened in California. Construction of Phase I of the project parking lot and access road would remove approximately 0.27 acres of this species, and construction of the Phase II access trail would remove an additional 15 individual Ojai navarettia plants. Besides direct effects associated with the loss of habitat, the Ojai navarettia species would be subjected to indirect effects associated with the change of land use to a business park use. Given the location of the population adjacent to the parking lot, the primary indirect effects to the remaining habitat would be micro-climate changes associated with solar heating of the parking lot, possible over-irrigation associated with landscaping plants, and use of pesticides. Because of the relative rareness of this species and the loss of about 87% of known occupied habitat at this site, this is considered a significant impact.

The Final EIR identifies and analyzes a reasonable range of alternatives to the project, as required by CEQA. These alternatives include 1) No Project; 2) Parking Lot Redesign; and 3) Reduced Density, and are addressed in Section 6.0 of the Final EIR. For the reasons specified in the Final EIR, the Planning Commission is asked to find that the economic, legal, social, technical and other benefits of the project have been balanced against the project's environmental risks, and that none of the alternatives identified in the Final EIR fully accomplishes the goals and objectives of the proposed project. The Planning Commission is also asked to consider finding that each and any one of the benefits of the proposed project included in the draft Resolution, standing alone or in combination with the others, outweighs each unavoidable adverse environmental effect of the project, and recommend that the City Council adopt a Statement of Overriding Considerations as required by CEQA (and included in the draft Resolution).

To assure that all recommended mitigation measures will be appropriately addressed prior to and during building construction, the applicant will be responsible for complying with the Environmental Mitigation Monitoring Program within the Final EIR.

## **V. RECOMMENDATIONS**

Based on our analysis of the project and the projects compliance with the developed standards of the Ladyface Mountain Specific Plan and Zoning Ordinance, staff recommends that the Planning Commission recommend approval of Conditional Use Permit Case No. 09-CUP-001, Variance Case No. 10-VAR-004 (A&B), Oak Tree Permit Case No. No. 09-OTP-003, Vesting Tentative Parcel Map 71284, and Development Agreement Case No. 09-DA-001, subject to conditions, by adopting the attached Resolutions. Staff also recommends that the Planning Commission recommend the City Council certify the Final Environmental Impact Report prepared for this project, finding that it adequately analyzes the project's environmental impacts, and recommend adoption of a Statement of Overriding Considerations and the proposed mitigation and monitoring program prepared for this project.

## **ATTACHMENTS**

- CUP Draft Resolution and Conditions of Approval
- Variance (A) Draft Resolution and Conditions of Approval
- Variance (B) Draft Resolution and Conditions of Approval
- Oak Tree Permit Draft Resolution and Conditions of Approval
- Vesting Tentative Parcel Map Draft Resolution and Conditions of Approval
- EIR Resolution
- Development Agreement Draft Resolution, Ordinance, and Draft Development Agreement
- Letters/Emails from the Public
- Reduced copies of project plans

Case Planner: Doug Hooper, Assistant Director of Community Development