

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David A. Bobardt, Planning Director 

DATE: December 10, 2008 (CC Meeting of 12/17/2008)

SUBJECT: Consider Status Update on the Settlement Agreement between the City and William Lyon Homes Related to the Development Agreement for Tract Nos. 5187-1&2, the Meridian Hills Residential Development Project

BACKGROUND

On January 9, 2008, William Lyon Homes transferred undeveloped property from Tract 5187 to Resmark in violation of the Development Agreement for this project, which required the City to approve the assignment and assumption agreement prior to sale. On May 7, 2008, the City and William Lyon Homes entered into a Settlement Agreement related to this matter. The Settlement Agreement required William Lyon Homes to complete a number of interim improvements by Tuesday, December 30, 2008. These improvements, which include grading, landscaping, final asphalt lift on the road, and trails, were required so that the project would be more livable for the 65 households in the tract while the rest of the development is on hold. The interim improvements must be completed by the December 30 deadline in order for William Lyon Homes to receive a payment of \$500,000.00 from the City, the same amount that William Lyon Homes paid to the City as a separate condition of the Settlement Agreement. This status report is provided to document progress on the completion of the interim improvements as the project nears the deadline of December 30, 2008.

DISCUSSION

A complete copy of the Settlement Agreement is attached. The improvements required by December 30, 2008 and their current status are summarized in the table below.

Settlement Agreement Requirements	Status
1. An election shall be held within 60 days of existing homeowners to determine if the majority prefer to have the recreation facilities and landscaping associated with HOA recreation Lot A of Tract	<i>The home owners voted to proceed with the recreation facility. William Lyon Homes obtained a building permit for it</i>

Settlement Agreement Requirements	Status
<p>5187-2 developed at this time, providing an estimate of what the increase in HOA dues would be for maintenance. If a majority of the homeowners support completion of this improvement at this time, LYON shall construct such improvements and landscaping. If the majority vote is opposed to full improvements of the recreation facilities at this time, then an interim landscaping and irrigation plan including trees, shrubs and ground cover, must be provided to the City for review and approval and landscaping installation must be complete within 90 days of the election.</p>	<p><i>on September 12, 2008. Completion is anticipated by December 19, 2008, within the term of the Settlement Agreement.</i></p>
<p>2. Enhancement of all common landscaping areas that are visible from public Rights of Way, per the approved landscaping plans on file, to the satisfaction of the Planning Director, Director of Parks, Recreation, and Community Services, and Public Works Director/City Engineer.</p>	<p><i>Incomplete – The developer continues to work with staff on landscaping in the proposed Landscape Maintenance District and mitigation areas.</i></p>
<p>3. Provision of sureties for performance for all requirements for grading, construction of storm drains, sewer, water, and other utilities, private and public streets and other private and public improvements on or offsite as required by the Development Agreement, Conditions of Approval, and Affordable Housing Agreement for Tract Nos. 5187-1&2 and 5405.</p>	<p><i>Complete – Resmark submitted bonds to completely replace those from William Lyon Homes. The William Lyon Homes bonds will be considered for exoneration on December 17, 2008.</i></p>
<p>4. Completion of required improvements to Walnut Canyon Road including the installation of the multi-use trail.</p>	<p><i>Incomplete – The developer is continuing to work with staff on the multi-use trail.</i></p>
<p>5. Completion of required improvements associated with the construction of Meridian Hills Drive.</p>	<p><i>Incomplete – The developer is continuing to work with staff on completing road improvements.</i></p>
<p>6. Completion of required Multi-use Trail.</p>	<p><i>Incomplete – The developer is continuing to work with staff on the multi-use trail.</i></p>
<p>7. Maintenance of common areas until such time as these areas are accepted by the Homeowners Association or other applicable governing</p>	<p><i>Complete – Ongoing.</i></p>

Settlement Agreement Requirements		Status
	agencies.	
8.	Provision of a site security program which includes the 24-hour response and dissemination of security telephone number to the existing residents and City staff.	<i>Complete – Security consists of fencing and “No Trespassing” signs with the telephone number for the Moorpark Police.</i>
9.	Erosion found: multi-use trail north of site near Pete Peter's driveway. Must secure site for safety immediately. Once area is protected, remediate eroded area monitored by soils engineer and our office and provide reports to engineering for review.	<i>Construction has been finished and inspection is required. This item is expected to be completed within the term of the Settlement Agreement.</i>
10.	Slope erosion found: Hillside behind residential lot 15 on Mammoth Peak Drive. Remove visqueen and remediate eroded area monitored by soils engineer and our office and provide geotechnical report.	<i>Complete.</i>
11.	Completion of V-ditches and grading as shown on sheet 19A & 20A of 05-ML-10781. All grading shall be monitored by soils engineer and our inspector and provide reports.	<i>Complete.</i>
12.	General Clean up of onsite and offsite trash and removal of all illegal dumping debris. Site shall be cleaned -up immediately. Completion of trapezoidal grass swale at south location of site.	<i>The only remaining task is to screen water pipe for the future water tank. This item is expected to be completed within the term of the Settlement Agreement.</i>
13.	The visqueen swale is no longer acceptable and the permanent grading and drainage facility is required as shown on the approved plans. Construct permanent grading & drainage facility at the southerly portion of Tract 5405, per approved plans.	<i>Construction is nearly complete on the drainage facility and it is expected to be completed within the term of the Settlement Agreement.</i>
14.	Correct and complete the installation of the multi-use trail extension to the north of the Meridian Hills project along private property (APN 502-0-150-085, Peters, Edward R. Trust), parallel the existing private driveway and install landscaping along the R.O.W of Walnut Canyon Road per City requirements: a. slope failure & erosion problem along	<i>Incomplete – The developer is continuing to work with staff on the multi-use trail.</i>

Settlement Agreement Requirements	Status
Peter's driveway requires immediate attention & drainage modification b. install safety guardrail fencing along additional portions of the driveway c. modify the existing concrete block entry monument to comply with "line of sight" d. install a neighborhood mailbox unit.	
15. Adequate erosion control is required; all unoccupied lots must be hydro-seeded for erosion control.	<i>Complete.</i>
16. Install security fencing around all vacant areas of project & post with "No Trespassing" signage.	<i>Complete.</i>
17. Complete water tank site grading & drainage, erosion control and landscaping improvements.	<i>Complete.</i>
18. All occupied streets & Meridian Hills Dr. up to Ridgemark Dr. must receive final cap, all sidewalk and final street improvements including signing and striping.	<i>Incomplete – The developer is continuing to work with staff on completing road improvements.</i>
19. Remove existing depressed median curb within Meridian Hills Dr. and replace with full height curb.	<i>Complete.</i>
20. Grading improvements must be completed per approved rough grading plan drawing # 05-ML-10781 per sheets 20A and 13A.	<i>Construction has been finished and inspection is required. This item is expected to be completed within the term of the Settlement Agreement.</i>
21. Provide a final letter from Ventura County Watershed Protection District to verify that the newly constructed VCWPD basin is accepted.	<i>A final inspection has been scheduled for December 11, 2008. This item is expected to be completed within the term of the Settlement Agreement.</i>
22. All tract boundary perimeter fencing must be installed per the existing approved fencing plan for the community.	<i>Complete.</i>
23. All monuments must be set in accordance with the Final Maps for Tracts 5187 & 5405. a. A flag shall be posted at each boundary monument location and inspected and	<i>Construction has been finished and inspection is required. This item is expected to be completed within the term of the Settlement</i>

Settlement Agreement Requirements		Status
verified by the City inspector.		<i>Agreement.</i>
24.	Centerline ties must be set for each street centerline monument in accordance with City requirements.	<i>Construction has been finished and inspection is required. This item is expected to be completed within the term of the Settlement Agreement.</i>
25.	North of the staging area the grading does not match approved plans; v-ditches are not installed correctly. Therefore, grading must be completed in compliance with approved grading plans on sheets 19A & 20A of dwg #05-ML-10781.	<i>Complete.</i>

FISCAL IMPACT

None.

STAFF RECOMMENDATION

Receive and file report.

Attachment:
 Settlement Agreement

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into and effective as of the date fully executed below, by and between the City of Moorpark (the "CITY"), on the one hand, and William Lyon Homes, Inc., a California corporation ("LYON"), on the other hand.

RECITALS

1. The City and Lyon are parties to that certain Development Agreement made and entered into on January 23, 2002, originally between the CITY and LYON's predecessor-in-interest, West Pointe Homes, Inc., and recorded February 13, 2002 as instrument number 2002-0035903 with the office of the Ventura County Recorder.

2. On or about January 9, 2008, in violation of section 3.2 of the Development Agreement, LYON transferred property subject to the Development Agreement (the "Property") to the following entities: ORA ASHFORD 94, LLC, a Delaware limited liability company; ORA MARQUIS 89, LLC, a Delaware limited liability company; and ORA BRIGHTON 17, LLC, (collectively, the "Transferees"), without prior approval from the CITY of an assignment and assumption agreement between LYON and Transferees with respect to the rights and obligations under the Development Agreement.

3. On or about January 9, 2008, in violation of section 6.13 of the Development Agreement, LYON transferred the Property to the Transferees without prior approval from the CITY of an amendment to the project Implementation Plan that was approved July 7, 2004, to address a transfer of ownership.

4. LYON and/or the Transferees have sold seven model homes within the subdivision, but have not yet obtained final inspections for those homes. LYON has requested that the City conduct the final inspections for those homes. However, all infrastructure required by the Project Approvals, Subsequent Approvals, and the Development Agreement to serve the seven model homes is not in place.

5. Pursuant to the terms of the Development Agreement, City has the authority to withhold further building permits, or to conduct final inspection for a certificate of occupancy associated therewith, when an uncured default of the Development Agreement exists or when all infrastructure required by the Project Approvals, Subsequent Approvals, and the Development Agreement to serve the subject portion of the Property is not in place.

6. This Agreement will set forth the terms under which the City will inspect and, if they pass inspection, certify the seven model homes for occupancy in advance of the cure of the defaults described above.

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of these premises and of the promises, agreements, representations, warranties, covenants, and conditions contained herein, CITY and LYON (and each of them) hereby agree as follows:

7. Payment of Settlement to CITY

7.1. LYON agrees to pay to the CITY the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in cash or cashier's check in consideration for the releases provided in this Agreement ("Settlement Payment"), which may be expended by the City in its sole and unfettered discretion.

8. Occupancy of Model Homes

8.1. Upon receipt of the Settlement Payment identified in Section 7.1, City agrees to promptly conduct the final inspection on the seven model homes and authorize occupancy (provided such homes pass the final inspection).

9. Effect on Development Agreement

9.1. Except as set forth in section 8.1, this Agreement does not in any way limit the ability of the City to exercise any remedy available to it under the Development Agreement for any current or future defaults thereunder.

10. Conditional Payment to LYON Upon Completion of Improvements

10.1. CITY shall make a payment to LYON in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (the "Conditional Payment") within thirty (30) days of LYON's satisfaction, NOT LATER THAN December 30, 2008, of ALL of the following conditions: (1) LYON's submission to CITY of Assignment and Assumption Agreements with the Transferees in a form acceptable to the City Attorney and City Manager; (2) LYON's submission to CITY of a revised Implementation Plan in a form acceptable to the City Council; and (3) LYON's completion at its sole cost and expense of all of the improvements/work described in Exhibit A of this Agreement to the satisfaction of the City Engineer and Community Development Director, who shall reasonably cooperate with LYON's efforts. If the foregoing conditions are not satisfied IN FULL by December 30, 2008, CITY shall have no obligation to make the Conditional Payment. LYON hereby expressly agrees that it will forfeit any claim to the Conditional Payment should it fail to satisfy all of the foregoing conditions IN FULL by December 30, 2008, and that time is of the essence. LYON understands and agrees that the full amount of the Conditional Payment shall be \$500,000.00 and that no interest shall accrue on such sum.

11. Mutual Release

11.1. Subject to the performance of the provisions of this Agreement, and except for enforcement of the obligations and undertakings set forth in this Agreement, the CITY, hereby releases, and discharges LYON, and its subsidiary and affiliated corporations, and its predecessors and successors-in-interest, affiliates, officers, lessees, operators, retailers, franchisees, dealers, distributors, members, directors, employees, partners, shareholders, agents, consultants, attorneys and insurers, past, present and future (collectively, the "LYON RELEASED PARTIES"), for and from any and all claims, causes of action, expenses, liabilities, demands, obligations, indemnities, liens, contribution or subrogation rights, damages, loss of income, loss of property use, diminution in property value, assessments, fines, penalties, emotional distress, exemplary damages, judgments, wrongful death, bodily injury, personal injury, property damage, debts, interest, attorneys' fees, expert witness fees, consultants' fees, costs, investigations, or equitable relief, whether past, present or future, known or unknown, (collectively, "CLAIMS"), arising out of or in any way related to LYON's violations of the terms of the Development Agreement described in Sections 2, 3, and 4 of this Agreement, *supra*, but not including LYON's obligation to cure the violations described in Sections 2 and 3, *supra*, (collectively, the "RELEASED MATTERS").

11.2. Subject to the performance of the provisions of this Agreement, and except for the enforcement of the obligations and undertakings set forth in this Agreement, LYON, on behalf of itself and its subsidiary and affiliated corporations, and their predecessors and successors-in-interest, affiliates, officers, lessees, operators, retailers, franchisees, dealers, distributors, members, directors, employees, partners, shareholders, agents, consultants, attorneys and insurers, hereby forever release, discharge and covenant not to sue the CITY, its administrators, employees, agents, consultants, representatives, insurers, attorneys and assigns, past, present and future (collectively, the "CITY RELEASED PARTIES"), for and from any and all claims, causes of action, expenses, liabilities, demands, obligations, indemnities, liens, contribution or subrogation rights, damages, loss of income, loss of property use, diminution in property value, assessments, fines, penalties, emotional distress, exemplary damages, judgments, wrongful death, bodily injury, personal injury, property damage, debts, interest, attorneys' fees, expert witness fees, consultants' fees, costs, investigations, or equitable relief, whether past, present or future, known or unknown, (collectively, "CLAIMS"), arising out of or in any way related to LYON's violations of the terms of the Development Agreement described in Sections 2, 3, and 4 of this Agreement, *supra* (collectively, the "RELEASED MATTERS").

11.3. In connection with the RELEASED MATTERS, each Party specifically waives any benefit of the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

11.4. Each Party (and each of them) hereby knowingly and voluntarily waives any right that he/she/it may have under Section 1542 of the California Civil Code or any similar provision of the statutory or non-statutory law of any other jurisdiction, to the full extent that he/she/it may lawfully waive all such rights and benefits pertaining to the RELEASED MATTERS. In connection with such waiver and relinquishment, each Party acknowledges that he/she/it is aware that said Parties or their attorneys, consultants, or accountants may hereafter discover claims, facts, damages or injuries in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement or the other Parties hereto, and that it is his/her/its intention hereby fully, finally and forever to settle and release all of the RELEASED MATTERS, whether known or unknown, suspected or unsuspected, which now exist, may exist in the future, or heretofore have existed between any of the Parties hereto with respect to the RELEASED MATTERS.

11.5. It is the intention of the Parties in executing this Agreement and in giving and receiving the consideration called for by this Agreement that this Agreement shall be effective as a full and final accord and satisfaction of and from all RELEASED MATTERS.

12. Notices

12.1. All notices, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by overnight courier, or sent by registered or certified mail to the undersigned Parties as follows:

For the CITY:

City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021
Attention: Steven Kueny

With copies to:

Burke, Williams, & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
Attention: Joseph M. Montes, Esq.

For LYON:

William Lyon Homes, Inc.
4490 Von Karman Avenue
Newport Beach, CA 92660
Attention: Michael A. McMillen, Assistant Secretary

With copies to:

William Lyon Homes, Inc.
4490 Von Karman Avenue
Newport Beach, CA 92660
Attention: Carl S. Morabito, Division President

and

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Attention: Allan J. Abshez, Esq.

13. No Admission of Liability or Waiver

13.1. The Parties hereto expressly recognize that the terms and conditions of this Agreement constitute a compromise and settlement of disputed claims and an accord and satisfaction of contested matters. This Agreement shall not be construed in any manner as an admission by any Party hereto of any liability of any kind to the other Party, nor shall be it considered or interpreted as an assumption of any liability by either Party. This Agreement shall be admissible for the sole purpose of enforcing the terms hereof.

14. Waiver, Modification and Amendment

14.1. This Agreement may not be changed, modified or amended except by a written instrument signed by all Parties hereto, specifying that it amends this Agreement. No provision of this Agreement may be waived unless in writing signed by all Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision herein.

15. Parties in Interest

15.1. Except as specifically set forth herein, nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it, nor shall any provision give any third person any right of subrogation or other action over or against any Party to this Agreement.

16. Interpretation

16.1. This Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed to have been prepared jointly by the Parties hereto. If any ambiguity or uncertainty exists herein, such ambiguity or uncertainty shall not be interpreted against any Party hereto, but rather, shall be interpreted according to the application of other rules of contract interpretation.

17. Governing Law And Venue

17.1. This Agreement is to be construed simply and fairly and not strictly for or against any of the Parties and shall be governed by the laws of the State of California without giving effect to conflicts of laws thereof. The state and federal courts in Los Angeles, California shall have exclusive jurisdiction over any lawsuits arising out of or relating to this Settlement Agreement and Release. Each party hereto submits to the jurisdiction of those courts and venue therein.

18. Execution Knowing and Voluntary

18.1. The Parties hereby acknowledge, represent and warrant that they (a) have fully and carefully read this Agreement prior to execution; (b) have had the opportunity to be fully apprised by independent legal counsel of their choice of the legal effect and meaning of this document and all terms and conditions hereof; (c) have had the opportunity to make whatever investigation or inquiry they deem necessary in connection with the subject matter of this Agreement; (d) have been afforded the opportunity to negotiate as to any and all terms hereof; and (e) are executing this Agreement as free and voluntary acts, without any duress, menace, pressure, or undue influence of any kind or nature whatsoever.

19. Representations Re: Execution and Authority

19.1. Each person executing this Agreement expressly represents that such person is duly authorized to execute this Agreement on behalf of the entity he or she purports to represent, and each such entity expressly waives any defense it now has, or in the future may have, with respect to the valid and binding execution of this Agreement by an authorized representative. The Parties expressly represent and warrant that each Party has full power, authority and capacity to release the CLAIMS and RELEASED MATTERS that are the subject of this Agreement and has not previously transferred, assigned or encumbered any CLAIMS or RELEASED MATTERS to any other person or entity.

20. Entire Agreement

20.1. This Agreement contains the sole and entire agreement and understanding between the Parties with respect to the entire subject matter

hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained in this Agreement have been made by any Party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or bind any of the Parties hereto.

21. Attorneys' Fees

21.1. If any action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire Agreement.

21.2. If, for any dispute or claim to which this provision applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in that action.

22. Execution

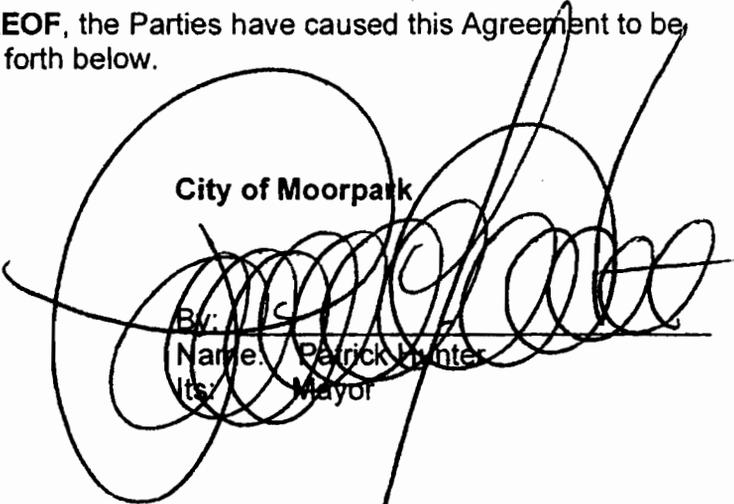
22.1. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be deemed to constitute a single agreement, notwithstanding that the signatures of the Parties do not appear on the same page. Signatures by facsimile shall be binding, but the Parties shall promptly exchange original signatures on this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date set forth below.

Date: 5-7, 2008

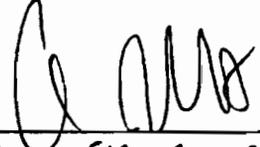
City of Moorpark

By: 
Name: Patrick Hunter
Its: Mayor

Date: May 7th, 2008

William Lyon Homes, Inc.
a California corporation

By: 
Name: Richard S. Robinson
Title: Senior Vice President

By: 
Name: CARL S. MORABITO
Title: VICE PRESIDENT

[Exhibit - A Follows]

Exhibit – A

Items required to be completed by December 30, 2008; In association with the executed Settlement Agreement between the City of Moorpark and William Lyon Homes, Inc., Dated 5.7.08 :

1. An election shall be held within 60 days of existing homeowners to determine if the majority prefer to have the recreation facilities and landscaping associated with HOA recreation Lot A of Tract 5187-2 developed at this time, providing an estimate of what the increase in HOA dues would be for maintenance. If a majority of the homeowners support completion of this improvement at this time, LYON shall construct such improvements and landscaping. If the majority vote is opposed to full improvements of the recreation facilities at this time, then an interim landscaping and irrigation plan including trees, shrubs and ground cover, must be provided to the City for review and approval and landscaping installation must be complete within 90 days of the election.
2. Enhancement of all common landscaping areas that are visible from public Rights of Way, per the approved landscaping plans on file, to the satisfaction of the Planning Director, Director of Parks, Recreation, and Community Services, and Public Works Director/City Engineer.
3. Provision of sureties for performance for all requirements for grading, construction of storm drains, sewer, water, and other utilities, private and public streets and other private and public improvements on or offsite as required by the Development Agreement, Conditions of Approval, and Affordable Housing Agreement for Tract Nos. 5187-1&2 and 5405.
4. Completion of required improvements to Walnut Canyon Road including the installation of the multi-use trail.
5. Completion of required improvements associated with the construction of Meridian Hills Drive.
6. Completion of required Multi-use Trail.
7. Maintenance of common areas until such time as these areas are accepted by the Homeowners Association or other applicable governing agencies.
8. Provision of a site security program which includes the 24-hour response and dissemination of security telephone number to the existing residents and City staff.

9. Erosion found: multi-use trail north of site near Pete Peter's driveway. Must secure site for safety immediately. Once area is protected, remediate eroded area monitored by soils engineer and our office and provide reports to engineering for review.
10. Slope erosion found: Hillside behind residential lot 15 on Mammoth Peak Drive. Remove visqueen and remediate eroded area monitored by soils engineer and our office and provide geotechnical report.
11. Completion of V-ditches and grading as shown on sheet 19A & 20A of 05-ML-10781. All grading shall be monitored by soils engineer and our inspector and provide reports.
12. General Clean up of onsite and offsite trash and removal of all illegal dumping debris. Site shall be cleaned -up immediately. Completion of trapezoidal grass swale at south location of site.
13. The visqueen swale is no longer acceptable and the permanent grading and drainage facility is required as shown on the approved plans. Construct permanent grading & drainage facility at the southerly portion of Tract 5405, per approved plans.
14. Correct and complete the installation of the multi-use trail extension to the north of the Meridian Hills project along private property (APN 502-0-150-085, Peters, Edward R. Trust), parallel the existing private driveway and install landscaping along the R.O.W of Walnut Canyon Road per City requirements:
 - a. slope failure & erosion problem along Peter's driveway requires immediate attention & drainage modification
 - b. install safety guardrail fencing along additional portions of the driveway
 - c. modify the existing concrete block entry monument to comply with "line of sight"
 - d. install a neighborhood mailbox unit.
15. Adequate erosion control is required; all unoccupied lots must be hydro-seeded for erosion control.
16. Install security fencing around all vacant areas of project & post with "No Trespassing" signage.
17. Complete water tank site grading & drainage, erosion control and landscaping improvements.

18. All occupied streets & Meridian Hills Dr. up to Ridgemark Dr. must receive final cap, all sidewalk and final street improvements including signing and striping.
19. Remove existing depressed median curb within Meridian Hills Dr. and replace with full height curb.
20. Grading improvements must be completed per approved rough grading plan drawing # 05-ML-10781 per sheets 20A and 13A.
21. Provide a final letter from Ventura County Watershed Protection District to verify that the newly constructed VCWPD basin is accepted.
22. All tract boundary perimeter fencing must be installed per the existing approved fencing plan for the community.
23. All monuments must be set in accordance with the Final Maps for Tracts 5187 & 5405.
 - a. A flag shall be posted at each boundary monument location and inspected and verified by the City inspector.
24. Centerline ties must be set for each street centerline monument in accordance with City requirements.
25. North of the staging area the grading does not match approved plans; v-ditches are not installed correctly. Therefore, grading must be completed in compliance with approved grading plans on sheets 19A & 20A of dwg #05-ML-10781.

*All items outlined above are to be completed to the satisfaction of either the City Engineer, Planning Director or both, by December 30, 2008.