

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Barry K. Hogan, Community Development Director
Prepared By: Joseph R. Vacca, Principal Planner



DATE: April 26, 2006 (CC Meeting of 05/17/06)

SUBJECT: Consider General Plan Amendment 2004-03, Zone Change 2004-02, Development Agreement No. 2006-01, Vesting Tentative Tract Map No. 5437, and Residential Planned Development (RPD) No. 2004-05 to Develop Sixteen (16) Homes, Five (5) Custom Home Lots and One (1) Open Space Lot on Approximately 42.4 Acres East of Walnut Canyon Road at Championship Drive, on the Application of Birdsall Group Moorpark, LLC.

BACKGROUND

On August 13, 2004, The Birdsall Group Moorpark, LLC, filed an application for a 42.4-acre project site at the northern edge of Moorpark, east of Walnut Canyon Road. The application consists of changes in the General Plan land use designation of the site from Rural Low Residential (RL) to Rural High Residential (RH) and Open Space 1, (OS-1), a change in the Zoning on the site from Rural Exclusive-5 acre minimum lot size (RE-5ac) to Residential Planned Development (RPD-1u) and Open Space (OS), a Development Agreement, a Vesting Tentative Tract Map for the subdivision of 2 existing lots into 22 lots, and a Residential Planned Development Permit for the development of 16 single-family homes, five custom home lots and one open space lot. This application was deemed complete on October 25, 2005. On November 22, 2005, the Planning Commission reviewed the merits of the project regarding the proposed GPA, ZC, VTTM RPD and mitigated Negative Declaration and recommended approval of the project and the Mitigated Negative Declaration to the City Council. On April 25, 2006, the Planning Commission reviewed proposed Development Agreement No. 2006-01 between the City and Birdsall Group Moorpark, LLC, and also recommended approval of the Development Agreement to the City Council. Copies of the Planning Commission Agenda Reports, which include complete project descriptions and analysis, are attached.

DISCUSSION

The applicant is proposing to cluster development to the east of a prominent ridgeline, identified in the General Plan as a "Horizon Line," and preserve approximately twenty (20) acres along the western facing slope of the property as dedicated open space through a proposed general plan amendment to Open Space 1 and rezoning to Open Space. The proposed zone change for the rest of the site to RPD-1u would allow an average density of 1 unit per acre. Given the proposed design of the project with clustered development at the north eastern portion of the property, coupled with preservation of the balance of the western facing slopes as Open Space, the applicant has demonstrated that a change in density on the project site could achieve the goals and policies of the General Plan and Zoning Ordinance.

The application includes the establishment of 2.2 acres of Coastal Sage Scrub Habitat in the south-western quadrant of the project site, within the area to be zoned Open Space. Subsequent to Planning Commission review and recommendation that the City Council approve the Mitigated Negative Declaration, staff expanded the monitoring action of Mitigation Measure Number One. Now, Mitigation Measure Number One requires review and approval of a Coastal Sage Scrub Habitat Restoration Plan for a 2.2 acre site, with monitoring. The monitoring shall include site inspections to ensure healthy plant survivorship, based on an approved schedule to be outlined in the Coastal Sage Scrub Habitat Restoration Plan; and monitoring shall occur over a period of five years, with the ability to extend the monitoring time frame, if determined necessary by the Community Development Director.

Community Development Department staff analyzed this project and believes that the project as designed meets the slope preservation requirements of the Hillside Management Ordinance. The grading design submitted with this application shows conventional grading of the site with a 2:1 (horizontal to vertical) fill slope ranging from twenty (20) feet up to fifty (50) feet in height that extends over 800 feet in length along the project site's eastern boundary. The toe of this proposed slope is adjacent to a future equestrian trail approved as part of Specific Plan No. 2. Nine (9) flat residential pads are proposed on top of this fill. On the west side of these pads, a 2:1 cut slope up to thirty (30) feet in height and 1,000 feet in length is proposed. The four proposed lots with access from a Private Driveway off of the northern cul-de-sac will also require benching. The project is proposing to balance the quantities of earth movement on-site. There are 214,200 cubic yards of cut and 189,112 cubic yards of fill proposed, with an adjusted amount of 25,088 cubic yards of earth that is proposed to be spread out along the northern portions of Lots 1 and 17, within an area set aside as an agriculture buffer.

To avoid the sky-lining of houses and to protect the ridgeline viewshed as observed from valley floors, a condition is included for a building footprint restriction on Lots 17 through 21 to limit the impact of visibility of development along the existing western ridgeline of the project site.

Under this recommended condition, there shall not be any above-ground structures over ten feet in height allowed within a 35-foot setback distance, as measured easterly away from the finished elevation of 930 feet. This is intended to provide a deeper rear setback away from the horizon line along the back of the custom lots.

Multi-Purpose Trail System:

The properties to be created by Tract 5437 are of a substantial size to accommodate animal keeping, including but not limited to horse keeping. The properties in the adjacent Planning Areas 8 and 9 of the Moorpark Highlands Specific Plan development to the east have been designed to allow horse keeping and the property to the north is agricultural land in unincorporated Ventura County. The Planning Commission recommended a less ambitious trail plan than that which is now proposed by the applicant and supported by staff. The applicant is proposing a multi-purpose trail link to serve lots of Vesting Tentative Tract Map No. 5437 as follows:

- Lots One (1) through Nine (9) and lot Seventeen (17) shall be served with multi-purpose (hike/bike/equestrian) trails as shown on CC Attachment 3.
- The Covenants, Conditions and Restrictions shall restrict the keeping of horses on Lots Ten (10) through Sixteen (16) and lots Eighteen (18) through Twenty-One (21).
- The multi-purpose trail plan shall be shown on the Final Map prior to recordation subject to the review and approval of the Community Development Director.

It has been staff's experience that, at best, half of the lots of an equestrian development keep horses. Due to topography, ease of trail access and the size and shape of the proposed lots, the trail plan proposed by the applicant is a reasonable approach. It provides trail access to the best lots for horse keeping. Animal keeping on the lots outlined above is compatible with the land uses of the properties adjacent to these lots. Therefore, a condition of approval that is consistent with the criteria outlined above is included in the proposed City Council Resolution attached to this report. Following the Planning Commission review of the project, staff included a standard condition in the proposed resolution which requires the preparation and review of CC&R's for the development. This is intended to ensure that the future Homeowners Association is responsible for the maintenance of the multi-purpose trail, trail fencing, private streets, driveway and driveway gate for the emergency access off of Walnut Canyon Road, fuel modification areas and common area slopes, drainage facilities including all NPDES requirements and dissipation and detention structures, and the open space slope areas.

Development Agreement:

On March 15, 2006, the City Council considered the recommendation of its Ad Hoc Committee (Councilmembers Mikos and Harper) regarding Development Agreement Number 2006-01 for Birdsall Group Moorpark, LLC for this residential development project.

The Council directed staff to advertise a public hearing on the Development Agreement before the Planning Commission on April 25, 2006, and before the City Council on May 17, 2006. The Planning Commission held a public hearing on the Development Agreement on April 25, 2006, and recommended that the City Council adopt Development Agreement No. 2006-01

As with all of the City's development agreements, a standard format has been utilized, making slight adjustments to suit the particular project. Development Agreement No. 2006-01 is patterned after the Development Agreements that were approved for the Suncal and Shea II development projects. The substance of the developer's obligations are contained in Section 6 and the substance of the City's obligations are in Section 7. This Development Agreement is fairly consistent with the Development Agreements that have been named above; however, there are two unique aspects of this Development Agreement. The first notable change is that Subsection 6.9 now requires the payment of the Affordable Housing Fee prior to the occupancy of the 15th residential unit in Tract No. 5437. This is because there are sixteen (16) lots which are proposed to be developed at one time and the City always ensures that the Affordable Housing Fee is paid prior to the occupancy of the next to last dwelling unit. The only other notable change is in Section 19, which states that Developer and City agree that nineteen (19) years and six (6) months after the operative date of this Agreement, the City at its sole discretion, may require Developer to pay all fees required by subsections 6.3, 6.4, 6.5, 6.6, 6.7, 6.9, 6.10 and 6.14 of this Agreement for all remaining lots of Tract No. 5437, whether or not they have been created as part of a Final Map. This addition is intended to cover fees regarding the five (5) custom lots so that the City receives, or is guaranteed to receive, the fee payments required by the Development Agreement.

STAFF RECOMMENDATION

1. Open the public hearing, accept public testimony, and close the public hearing;
2. Adopt Resolution No. 2006-____, adopting the Mitigated Negative Declaration and approving General Plan Amendment No. 2004-03;
3. Introduce, for first reading, Ordinance No. ____ adopting Zone Change No. 2004-02, and set June 7, 2006, for second reading;
4. Introduce, for first reading, Ordinance No. ____ to adopt the Development Agreement No. 2006-01, and set June 7, 2006, for second reading;
5. Adopt Resolution No. 2006-____, approving Vesting Tentative Tract Map No. 5437, and Residential Planned Development Permit No. 2004-05 subject to Conditions of Approval.

ATTACHMENTS:

1. Planning Commission Agenda Report, for the meeting of November 22, 2005 with Project Exhibits (Resolution not included).
2. Mitigated Negative Declaration and Initial Study and Mitigation Monitoring and Reporting Program.
3. Multi-Purpose Trail Exhibit.
4. Draft Resolution 2006- ____ adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program and approving General Plan Amendment No. 2004-03.
5. Draft Ordinance adopting Zone Change 2004-02.
6. Draft Ordinance adopting Development Agreement No. 2006-01.
7. Draft Resolution 2006-____ approving Vesting Tentative Tract Map No. 5437, and Residential Planned Development Permit No. 2004-05.

**MOORPARK PLANNING COMMISSION
AGENDA REPORT**

TO: Honorable Planning Commission

FROM: Barry K. Hogan, Community Development Director
Prepared by Joseph R. Vacca, Principal Planner

DATE: November 1, 2005 (PC Meeting of 11/22/05)

SUBJECT: Consider General Plan Amendment 2004-03, Zone Change 2004-02, Vesting Tentative Tract Map No. 5437, and Residential Planned Development (RPD) No. 2004-05 to Develop Sixteen (16) Homes, Five (5) Custom Home Lots and One (1) Open Space Lot on Approximately 42.4 Acres East of Walnut Canyon Road at Championship Drive, on the Application of Birdsall Group, LLC

BACKGROUND

On August 13, 2004, The Birdsall Group, LLC, filed an application for a 42.4-acre project site at the northern edge of Moorpark, east of Walnut Canyon Road. The application consists of changes in the General Plan land use designation of the site from Rural Low Residential (RL) to Rural High Residential (RH) and Open Space 1, (OS-1), a change in the Zoning on the site from Rural Exclusive-5 acre minimum lot size (RE-5ac) to Residential Planned Development (RPD-1u) and Open Space (OS), a Vesting Tentative Tract Map for the subdivision of 2 existing lots into 22 lots, and a Residential Planned Development Permit for the development of 16 single-family homes, five custom home lots and one open space lot. This application was deemed complete on October 25, 2005.

DISCUSSION

Project Setting

Existing Site Conditions:

The proposed project is located on 42.4-acres east of Walnut Canyon Road at Championship Drive and south of City's northern border (Attachment 1). The site has approximately 760 lineal feet of frontage on Walnut Canyon Road.

CC ATTACHMENT 1

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The project site is hilly with elevations of approximately 770 feet at Walnut Canyon Road, with an elevation gain of approximately 170 feet rising eastward to the top of the property at an elevation of 940 feet. Two (2) building pads and foundations currently occupy the site. The vegetation on the property is currently recovering from a fire in 2003. No native trees are on site, however, a number of California Pepper and Eucalyptus trees are located throughout the site, primarily along the existing driveway leading up the slope from Walnut Canyon Road.

The project site is located in the northernmost part of the City. North of the project site is unincorporated Ventura County, which is mainly comprised of agricultural lands. To the west of the site are single-family homes and undeveloped open space. On the south of the site is a single family home and to the east is Tract 5045 (Pardee) with single-family homes under construction and open space.

Previous Applications:

On May 30, 2000, Dr. A. DeeWayne Jones filed General Plan Amendment (GPA) Pre-Screening Application No. 2000-02 for this project. Staff and the Affordable Housing/Community Development Committee have worked with the applicant on submittal requirements to address concerns of density, the Hillside Management Ordinance, grading impacts and biology. On October 1, 2003, the City Council allowed the applicant to file a General Plan Amendment request for this project, provided that a Development Agreement was also considered as part of the application. A Development Agreement is being processed concurrently, but separate from these entitlement requests.

There have not been any other previous applications for development of this site.

GENERAL PLAN/ZONING			
Direction	General Plan	Zoning	Land Use
Site	Rural Low Residential (RL)	Rural Exclusive-5ac (1 unit/5 acres) (RE-5ac)	Single-Family House
North	Agriculture (County)	Agricultural Exclusive (County)	Commercial Orchards
South	Rural Low Residential (RL)	Rural Exclusive-5ac (1 unit/5 acres) (RE-5ac)	Single-Family House
East	Specific Plan No. 2 (SP-2)	Specific Plan (SP)	Tract No. 5045 Under Construction (Pardee)
West	Rural Low and Medium Low Residential, Open Space (RL, ML, OS-2)	Rural Exclusive -5ac (1 unit/5 acres), Residential Planned Development, Open Space (RE-5ac, RPD 1.48u, OS-500 ac)	Single-Family Homes, Golf Course, Open Space

General Plan and Zoning Consistency:

The applicant is concurrently requesting a General Plan Amendment and Zone Change for this project. The current General Plan designation of the site is Rural Low Residential (RL). The current Zoning designation is Rural Exclusive-1 unit per 5ac (RE-5ac). The applicant is proposing to change the General Plan designation for the residential portion of the site to Rural High Residential (RH), and Open Space 1 (OS-1); and change the Zoning to Residential Planned Development 1 unit per acre (RPD-1u) and Open Space (OS). The proposal would result in a gross density of 0.49 dwelling units per acre for the entire site including dedication of 1.86 acres of streets and the set-aside of 19.63 acres of open space and fuel modification areas. The requested zoning designation of RPD-1u would accommodate the proposed density and be consistent with the density of the adjacent Specific Plan under construction. The General Plan designation of Rural High (RH) allows a maximum density of 1.00 dwelling units per acre.

The purpose of the Residential Planned Development zone is to provide areas for communities, which will be developed, utilizing modern land planning and unified design techniques. This zone provides a flexible regulatory procedure in order to encourage:

1. Coordinated neighborhood design and compatibility with existing or potential development of surrounding areas;

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2. An efficient use of land particularly through the clustering of dwelling units and the preservation of the natural features of sites;
3. Variety and innovation in site design, density and housing unit options, including garden apartments, townhouses and single-family dwellings;
4. Lower housing costs through the reduction of street and utility networks; and
5. A more varied, attractive and energy-efficient living environment, as well as, greater opportunities for recreation than would be possible under other zone classifications.

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Project Summary

Tentative Tract Map No. 5437:

Parcel No.	Size (in acres)	Size (in sq. ft.)
1	2.55	110,930
2	.69	30,118
3	.84	36,400
4	.71	30,758
5	.59	25,733
6	.63	27,557
7	.69	29,948
8	.71	30,761
9	.72	31,294
10	1.01	44,210
11	.43	18,716
12	.53	22,960
13	.54	23,307
14	.49	21,254
15	.52	22,661
16	.54	23,825
17	4.94	215,361
18	.94	41,043
19	.80	34,760
20	.75	32,852
21	1.29	56,501
22 (Open Space and Fuel Modification)	19.63	855,050
23 "A" Street and "B" Street	1.86	80,946
Total	42.4	1,846,945

Residential Planned Development Permit No. 2004-05:

Parcel	Plan	Single Family Homes Bldg. Area (sq. ft.)	Pad Size (sq. ft)
1	1R	3,885	27,943
2	3	5,112	18,893
3	2R	4,587	14,856
4	1R	3,885	15,970
5	3R	5,112	12,523
6	1R	3,885	13,660
7	3R	5,112	15,397
8	1R	3,885	15,702
9	3	5,112	21,717
10	3	5,112	24,835
11	2	4,587	13,256
12	2R	4,587	13,256
13	3	3,885	15,373
14	2R	4,587	14,752
15	3R	5,112	15,835
16	2	4,587	14,752
		Totals = 73,032	
Custom Lots			
17	Custom	Approx. 7,000	43,252
18	Custom	Approx. 4,500	25,000
19	Custom	Approx. 5,500	23,545
20	Custom	Approx. 5,500	22,015
21	Custom	Approx. 8,000	36,552
		Totals = 30,500	

Proposed Project

Architecture:

The applicant proposes three different floor plan product types with one single-story layout and two two-story plans. Four different architectural vocabularies are proposed, including:

- 1) Spanish, 2) Traditional, 3) Adobe and 4) Farmhouse

Spanish: Elements of this theme include (1) concrete S-tile roof with a blended coloring; (2) wrought iron decorative railing; (3) stucco exterior walls; (4) arched windows; and (5) windows with wrought iron grilles and decorative window trim.

Traditional: Elements of this style include (1) medium-pitched roofs; (2) columns and pillars; (3) symmetrical shape; (4) a mixture of materials such as stone, shingles, and wood siding; (5) decorative shutters; and (6) multi-paned, double-hung windows.

Adobe: Elements of this style include (1) red-tiled roof; (2) gables; (3) mixture of stucco and brick walls; and (4) exposed beams; (5) decorative shutters.

Farmhouse: Elements of this style include (1) mixture of wood and brick façade; (2) open side brackets; (3) multi-paned windows; and (4) exposed beams.

A condition has been provided for Planning Commission consideration that each architectural style be utilized in at least two of the homes to be built and that the single-story floor plan will be used in at least four of the homes. Each architectural style will have three color schemes, especially selected to accentuate the style. The variety of floor plans, architectural styles, and color schemes should result in a small neighborhood of compatible homes but lacking the repetition often found in residential tract homes. A condition is also included reiterating the Zoning requirement that an Administrative Permit be obtained for each custom home on Lots 17 through 21 prior to the issuance of building permits for any future residential structures on these properties.

Setbacks:

All of the proposed lots show houses sited in ways that meet the following setback criteria:

- Front yard 30' in depth
- Side yards 10' in depth
- Rear yards 20' in depth

In most cases, the houses have been sited to provide setbacks that exceed the minimum standards outlined above. All of the properties demonstrate a minimum side yard of 10' in depth for the side yards' adjacent to the driveway and garage sides of the properties. Since there is the ability for horse and animal keeping on these lots, the generous side yards that are proposed will facilitate access to the rear yards for animal keeping if so desired by the future property owners.

A condition is included in the attached resolution which requires future property owners of lots within Tract 5437 to sign an acknowledgement that all properties located within Tract 5437 have been created at substantial sizes that would allow the accommodation of various forms of animal keeping, including but not limited to horses.

Circulation:

The proposed project would be accessed through a short private street off of Street "B" of Tract 5045, between lots 254 and 255 in Planning Area 8. Homes take access from one interior private street with cul-de-sacs at both ends. A private driveway giving access to lots 18-21 is located at the north end of the private street. Emergency access to Walnut Canyon Road is provided via an existing private driveway. A condition is recommended for the private driveway off of Walnut Canyon Road to comply with Ventura County Fire District requirements for emergency access. Access from Walnut Canyon Road will only be available to emergency personnel, via a "Knox Box" system. Also, conditions shall be included requiring the installation of a decorative gate closing off the private emergency access off of Walnut Canyon Road and street improvements along the eastern side Walnut Canyon Road adjacent to the project site.

Parking:

Primary parking for each residence will be in three or four-car garages, which exceeds the City standard for two parking spaces. Additionally, each unit's driveway has been designed to be a minimum of thirty feet (30') deep from the back of the proposed sidewalk. Finally, limited on-street parking is available, with the potential to provide approximately one on-street space for each residential unit.

Landscaping:

The site has been previously disturbed, with much of the vegetation on-site being non-native. The on-site vegetation located on the lots proposed for construction will be removed to grade the proposed project. Conditions have been incorporated to address the impacts associated with tree removals and to ensure compliance with the Municipal Code requirements on the removal of mature trees. The landscaping on the site following construction would be typical of residential subdivisions. The applicant is proposing to re-vegetate 2.2 acres of the land as Coastal Sage Scrub Habitat within the land to be dedicated as open space. This issue is discussed in more detail within the Analysis section of this report.

Site Improvements and National Pollution Discharge Elimination Standards Requirements (NPDES):

The City Engineer has conditioned the project to provide for all necessary on-site and off-site storm drain improvements including the imposition of National Pollution Discharge Elimination System (NPDES) requirements. "Passive" Best Management Practices Drainage Facilities are required to be provided so that surface flows are intercepted and treated on the surface over biofilters (grassy swales), infiltration areas and other similar solutions.

Air Quality:

According to the 2000 Ventura County Air Quality Assessment Guidelines, the proposed project will produce 5.15 pounds of NOX, which is not in excess of allowable 25 pound threshold, providing a conclusion that there will not be an impact on regional air quality.

ANALYSIS

Issues

Staff analysis of the proposed project has identified the following issue areas for Planning Commission consideration in their recommendation to the City Council:

- General Plan and Zoning
- Coastal Sage Scrub Habitat Restoration and Tree Preservation
- Hillside Management Ordinance
- Multi-Purpose Trail System
- Agriculture Setback

General Plan and Zoning:

The Land Use Element calls for new development to be located and designed to minimize adverse visual and/or environmental impacts to the community, respecting, integrating with, and complementing the natural features of the land. Land Use Element Goal 5 calls for the development of new residential housing which is compatible with the character of existing individual neighborhoods and minimizes land use incompatibility. Land Use Element Policy 5.4 encourages the allowance of clustering of residential dwelling units, if the plan demonstrates that the common area created by the clustering is designed to protect a public interest or provide a public benefit such as the following: protects environmentally sensitive habitat or agricultural land; promotes land conservation as well as visual relief; provides a substantial recreational opportunity or an affordable housing benefit.

The applicant is proposing to cluster development to the east of a prominent ridgeline, identified in the General Plan as a "Horizon Line," and preserve approximately twenty (20) acres along the western facing slope of the property as dedicated open space through a proposed general plan amendment to Open Space 1 and rezoning to Open Space. This is consistent with the description of the Open Space 1 land designation in the Land Use Element as land for open space use which contains various development constraints such as slope gradient, soil and geotechnical hazards, plus other environmental concerns, access, and availability of public services.

The proposed zone change for the rest of the site to RPD-1u would allow an average density of 1 unit per acre. Given the proposed design of the project with clustered development at the north eastern portion of the property, coupled with preservation of the balance of the western facing slopes as Open Space, the applicant has demonstrated that a change in density on the project site could achieve the goals and policies of the General Plan and Zoning Ordinance.

Coastal Sage Scrub Habitat Restoration and Tree Preservation

The application includes the re-vegetation of 2.2 acres of Coastal Sage Scrub Habitat in the south-eastern quadrant of the project site in the area dedicated as open space. A mitigation measure in the Mitigated Negative Declaration prepared for this project also requires the applicant to submit a Coastal Sage Scrub Habitat Restoration Plan for a minimum of 2.2 acres of Coastal Sage Scrub Habitat on the western side of the site to the satisfaction of the Community Development Director.

There are non-native Eucalyptus and California Pepper trees on site. Conditions are recommended for the review of all of the trees on the property for preservation and/or relocation to ensure substantial compatibility with the natural open space, and for the applicant to replace trees on the site in an amount equal to the appraised value of the removed trees, as identified in a Tree Report. Should there not be sufficient space to replace the required trees, or should appropriate trees not be available, the applicant shall pay to the City of Moorpark an amount equal to the difference between the appraised amount and the value of the trees planted on site.

To preserve the safety of future residents of the project site a condition of approval is included to require a 100' deep fuel modification area to the west and south of the habitable structures on the top of the development area.

Hillside Management Ordinance

The Hillside Management Ordinance encourages the development of the flatter portions of a project site by requiring greater percentages of land to be preserved as dedicated open space as the land increases in slope. Calculations on the amount of graded area and the amount of open space were submitted by the applicant on October 25, 2005. The totals for the project are as follows:

Acreage of Site Area Proposed for Preservation

Slope Category	0 - 20% Slope	20 - 35% Slope	35 - 50% Slope	Over 50% Slope	Total
Total Acreage in Project Site	15.3 Acres	12.3 Acres	10.0 Acres	4.8 Acres	42.4 Acres
Required Percentage to be Preserved	0%	35%	50%	100%*	n/a
Required Acreage to be Preserved	n/a	4.3 Acres	5.0 Acres	4.8 Acres	14.1 Acres
Proposed Acreage to be Preserved	3.3 Acres	6.1 Acres	7.2 Acres	3.4 Acres	20.0 Acres

* Limited exceptions allow grading per Sec. 17.38.090 MMC

Community Development Department staff analyzed this project and believes that the project as designed meets the slope preservation requirements of the Hillside Management Ordinance. The limited area of land proposed for grading that exceeds 50% slope would qualify for an exception in that it involves ancillary slopes of a small on-site ravine that is not a part of a blue-line stream. Most of the affected area is on Lots 14 and 15. Given the requirement for dedication of the open space, a condition of approval has been added for dedication of a conservation easement over the open space area.

The grading design submitted with this application shows conventional grading of the site with a 2:1 (horizontal to vertical) fill slope ranging from twenty (20) feet up to fifty (50) feet in height that extends over 800 feet in length along the project site's eastern boundary. The toe of this proposed slope is adjacent to a future equestrian trail approved as part of Specific Plan No. 2. Nine (9) flat residential pads are proposed on top of this fill. On the west side of these pads, a 2:1 cut slope up to thirty (30) feet in height and 1,000 feet in length is proposed.

Neither of these manufactured slopes show any horizontal or vertical undulation to create a more natural appearance. The four proposed lots with access from a Private Driveway off of the northern cul-de-sac will also require benching.

The project is proposing to balance the quantities of earth movement on-site. There are 214,200 cubic yards of cut and 189,112 cubic yards of fill proposed, with an adjusted amount of 25,088 cubic yards of earth that is proposed to be spread out along the northern portions of Lots 1 and 17, within an area set aside as an agriculture buffer. In this way the developer will not have to truck soil off-site. A condition is included requiring the grading to be performed for the creation of all twenty-one (21) development pads to occur at one time. This will ensure that the earthwork quantities are balanced on site with the completion of the rough grading of the development area.

To avoid the sky-lining of houses and to protect the ridgeline viewshed as observed from valley floors, a condition is included for a building footprint restriction on Lots 17 through 21 to limit the impact of visibility of development along the existing western ridgeline of the project site. Under this recommended condition, there shall not be any above-ground structures over ten feet in height allowed within a 35-foot setback distance, as measured easterly away from the finished elevation of 930 feet. This is intended to provide a deeper rear setback away from the horizon line along the back of the custom lots.

Multi-Purpose Trail System:

The properties to be created by Tract 5437 are of a substantial size to accommodate animal keeping, including but not limited to horse keeping. The properties in the adjacent development to the east have been designed as equestrian properties and the property to the north is agricultural land.

The keeping of animals on the properties of Tract 5437 is compatible with the land uses of the adjacent properties. A condition of approval is included which requires the placement of multi-purpose (hike/bike/equestrian) trails along both sides of the private streets, looping around the cul-de-sacs and also along one side of the private driveway. The multi-purpose trails would be constructed out of decomposed granite at a minimum of ten feet (10') in width, and would also be shown on the final map. All multi-purpose trials would have appropriate separation from vehicular traffic areas by the construction of a tan concrete fence with wood grain appearance.

Agriculture Setback

Tentative Tract Map No. 5437 shows two lots, (numbered 1 and 17), abutting agricultural land on the adjacent property to the north, within the unincorporated area of the County of Ventura. Land Use Element Policy 11.3 calls for a minimum 200-foot wide buffer setback between new residential structures and existing agricultural lands, to minimize compatibility conflicts between the differing land uses. Tentative Tract Map No. 5437 demonstrates a 200-foot deep buffer between the agricultural land use of the adjacent property and the proposed residential development pad areas of Lots 1 and 17. A condition of approval has been included to address this issue.

Findings

The following findings are offered pursuant to the requirements of the Subdivision Map Act:

- A. The proposed map would be consistent with the City of Moorpark General Plan and Zoning Ordinance if amended by General Plan Amendment No. 2004-03 and Zone Change No. 2004-02 to allow for a Residential Planned Development at a density up to one (1) unit per acre.
- B. The design and improvements of the proposed subdivision are consistent with the City of Moorpark General Plan if amended by General Plan Amendment No. 2004-03 and Zone Change No. 2004-03 for a Residential Planned Development to allow for a density up to one (1) unit per acre.
- C. The site is physically suitable for the type of development proposed in that the site can be engineered to allow for all required utilities to be brought to the site, adequate ingress and egress can be obtained, and the site can be provided with public and emergency services.
- D. The site is physically suitable for the proposed density of development of one (1) unit per acre, in that all City Development standards would be met by the proposed project while preserving 19.63 acres of the project site as open space.
- E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, in that all potential impacts would be mitigated through project design or conditions including restoration of a 2.2 acre area of Coastal Sage Scrub habitat.
- F. The design of the subdivision and the type of improvements are not likely to cause serious public health problems, in that adequate sanitation is both feasible and required as a condition of this development.

- G. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large, for access through, or use of the property within the proposed subdivision, in that reciprocal access easements for improvements between Tract 5045 (Pardee) to the east and the site have been identified and incorporated in the design of this project.
- H. There will be no discharge of waste from the proposed subdivision into an existing community sewer system in violation of existing water quality control requirements under Water Code Section 13000 et seq.
- I. The proposed subdivision does not contain or front upon any public waterway, river, stream, coastline, shoreline, lake, or reservoir, in that it is located on a hilly site at elevations between 770 and 900 feet, away from any public waterways.

The following findings are offered for the Residential Planned Development Permit:

- A. The proposed project site design, including structure location, size, height, setbacks, massing, scale, architectural style and colors, and landscaping is consistent with the provisions of the City's General Plan and Zoning Ordinance, if amended by General Plan Amendment No. 2004-03 and Zone Change No. 2004-02, in that the proposed project will provide for the orderly development of land identified in the City's General Plan and Zoning Ordinance as appropriate for residential development.
- B. The site design of the proposed project would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area, in that the use proposed is similar to uses existing or proposed to the north, south, east and west, and access to adjacent uses is not hindered by this project; and reciprocal access easements will be provided between the project site and the sites to the east.
- C. The proposed project is compatible with existing and permitted uses in the surrounding area, in that the surrounding existing and future development includes a variety of single-family detached homes and open space.

PROCESSING TIME LIMITS

General Plan Amendments and Zone Changes are legislative acts that are not subject to processing time limits under the Permit Streamlining Act (Government Code Title 7, Division 1, Chapter 4.5), the Subdivision Map Act (Government Code Title 7, Division 2), and the California Environmental Quality Act Statutes and Guidelines (Public Resources Code Division 13, and California Code of Regulations, Title 14, Chapter 3). The applicant has elected to process the Vesting Tentative Map and Residential Planned Development concurrently with the General Plan Amendment and Zone Change.

ENVIRONMENTAL DETERMINATION

In accordance with the City's environmental review procedures adopted by resolution, the Community Development Director determines the level of review necessary for a project to comply with the California Environmental Quality Act (CEQA). Some projects may be exempt from review based upon a specific category listed in CEQA. Other projects may be exempt under a general rule that environmental review is not necessary where it can be determined that there would be no possibility of significant effect upon the environment. A project which does not qualify for an exemption requires the preparation of an Initial Study to assess the level of potential environmental impacts.

Based upon the results of an Initial Study, the Director may determine that a project will not have a significant effect upon the environment. In such a case, a Notice of Intent to Adopt a Negative Declaration or a Mitigated Negative Declaration is prepared. For many projects, a Negative Declaration or Mitigated Negative Declaration will prove to be sufficient environmental documentation. If the Director determines that a project has the potential for significant adverse impacts and adequate mitigation can not be readily identified, an Environmental Impact Report (EIR) is prepared.

The Director has supervised the preparation of an Initial Study to assess the potential significant impacts of this project. Based upon the Initial Study, the Director has determined that there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment and has prepared a Mitigated Negative Declaration for Planning Commission review and consideration before making a recommendation on the project.

STAFF RECOMMENDATION

1. Open the public hearing, accept public testimony and close the public hearing.

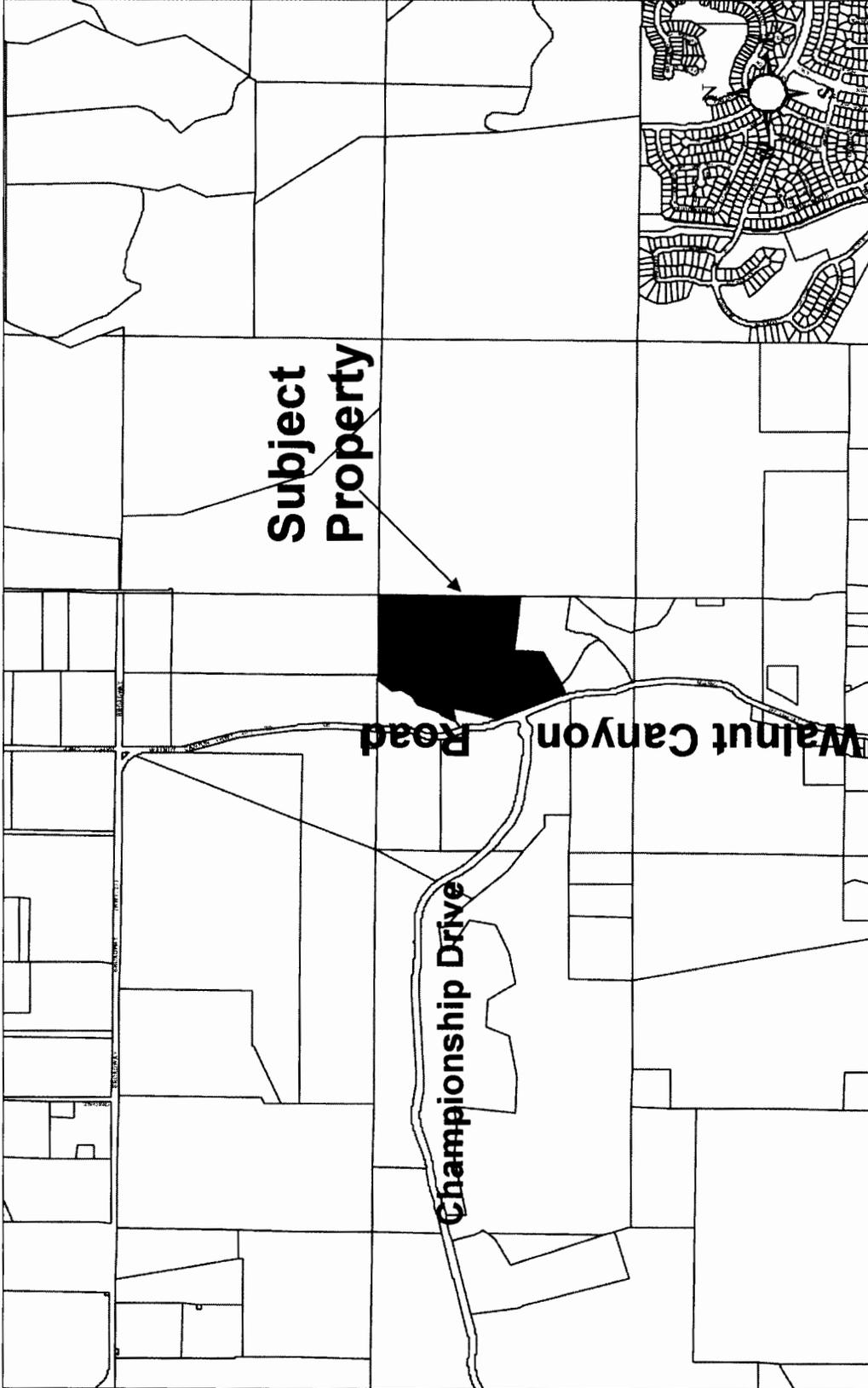
Honorable Planning Commission
November 22, 2005
Page 16

2. Adopt Resolution No. PC-2005-_____ recommending to the City Council adoption of the Mitigated Negative Declaration; and approval of General Plan Amendment 2004-03, Zone Change 2004-02, Residential Planned Development Permit No. 2004-05 and Vesting Tentative Tract Map No. 5437 with conditions.

ATTACHMENTS:

1. Location Map
2. Aerial Photograph
3. Project Exhibits
 - A. VTTM No. 5437
 - B. Cut and Fill exhibit
 - C. Typical Elevations
 - D. Typical Floor Plans
4. Initial Study and Mitigated Negative Declaration
5. Draft PC Resolution 2005-_____ with Conditions of Approval

ITEM: 8.D.



**LOCATION MAP
PC ATTACHMENT 1**



820030

Aerial Photograph of Project Site and
Vicinity

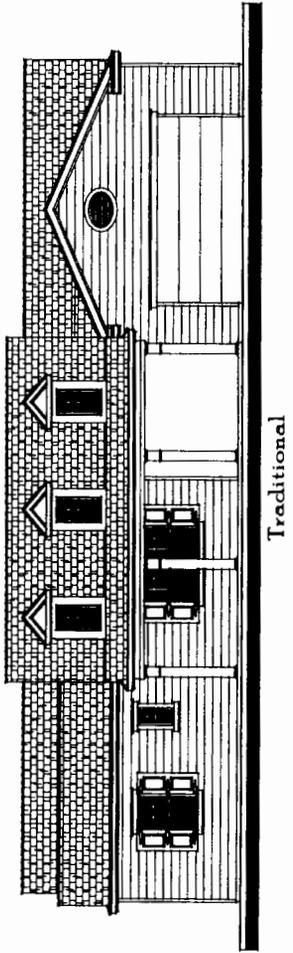


☒ NORTH

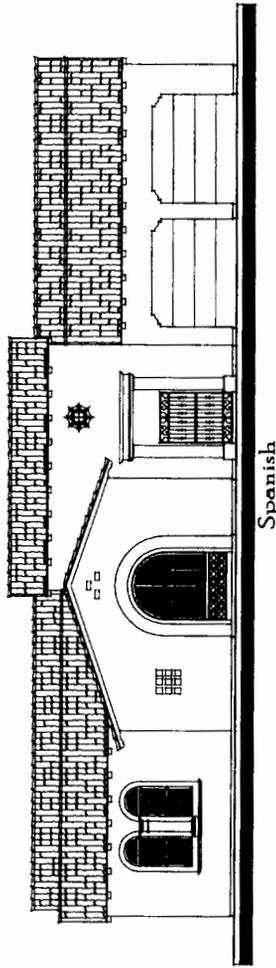
1"= Approx. 640'

PC ATTACHMENT 2

000029



Traditional



Spanish

Canyon Crest
Birdsall Group
Plan 1
Front Elevation

BASSENAN
LACON
04.01.03
271.04177

Canyon Crest

Birdsell Group

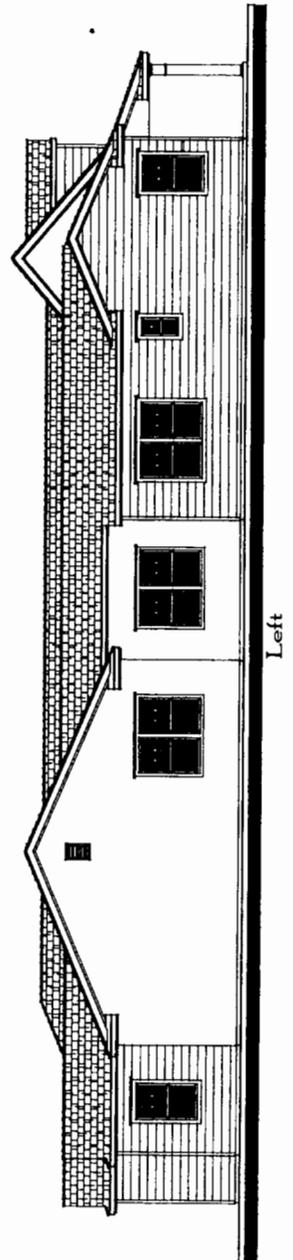
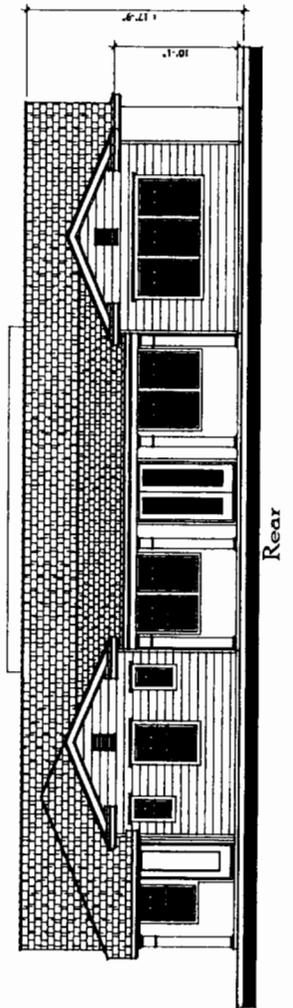
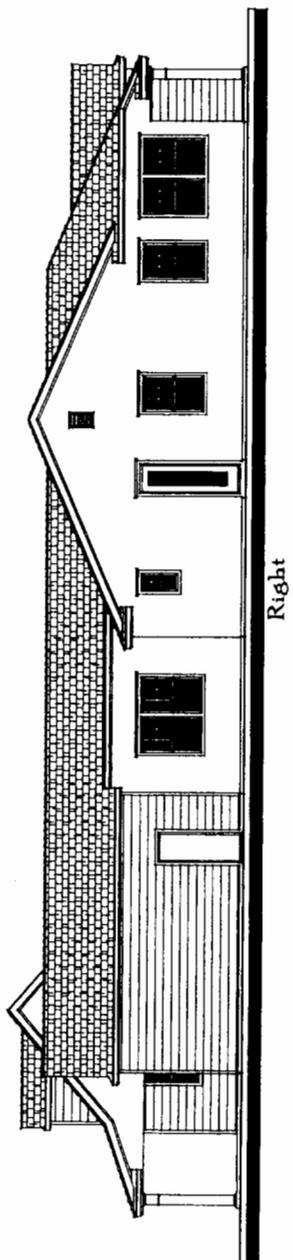
Plan 1

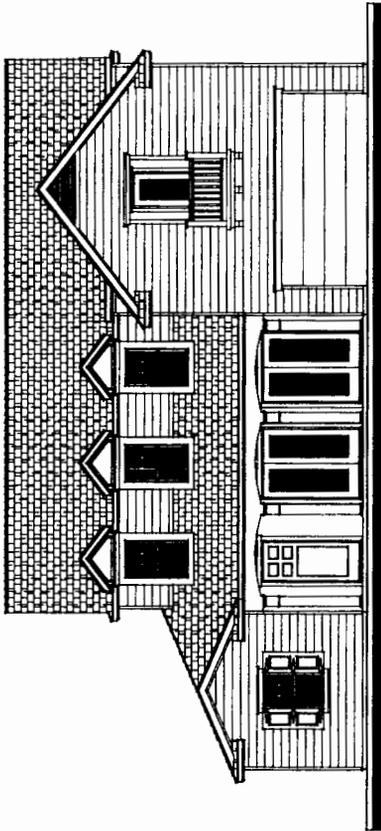
Traditional

Sides & Rear Elevations

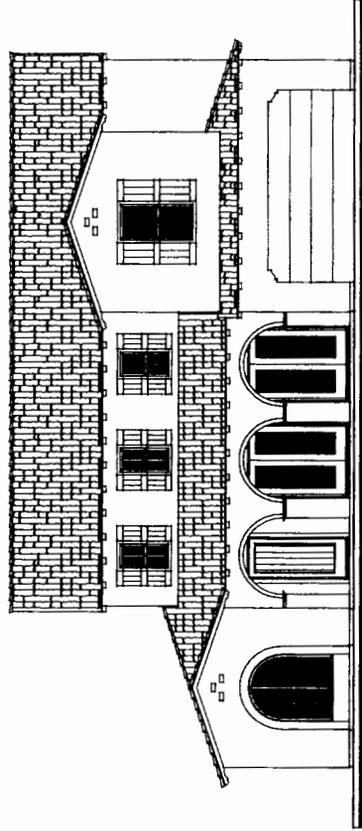
BASSENAN
ARCHITECTS
LACON
1000 N. 10th St., Suite 100
Phoenix, AZ 85006
Phone: 602-998-1111
Fax: 602-998-1112
Website: www.bassenan.com

04.21.05
2/11 04/77





Traditional



Spanish

Canyon Crest

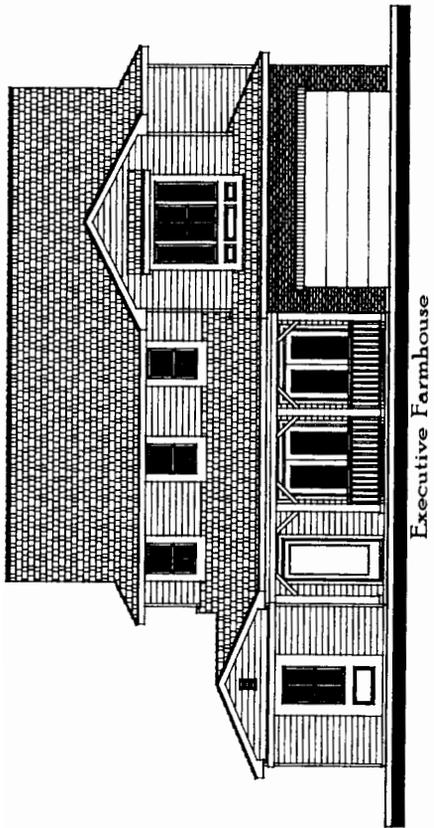
Birdell Group

Plan 2

Front Elevation

BASSENAN
LACON
1000 N. 10th Street, Suite 100 Phoenix, Arizona 85016 Tel: 602.998.1111

04.01.08
7/1.0417



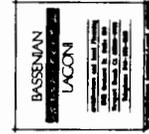
Executive Farmhouse

Canyon Crest

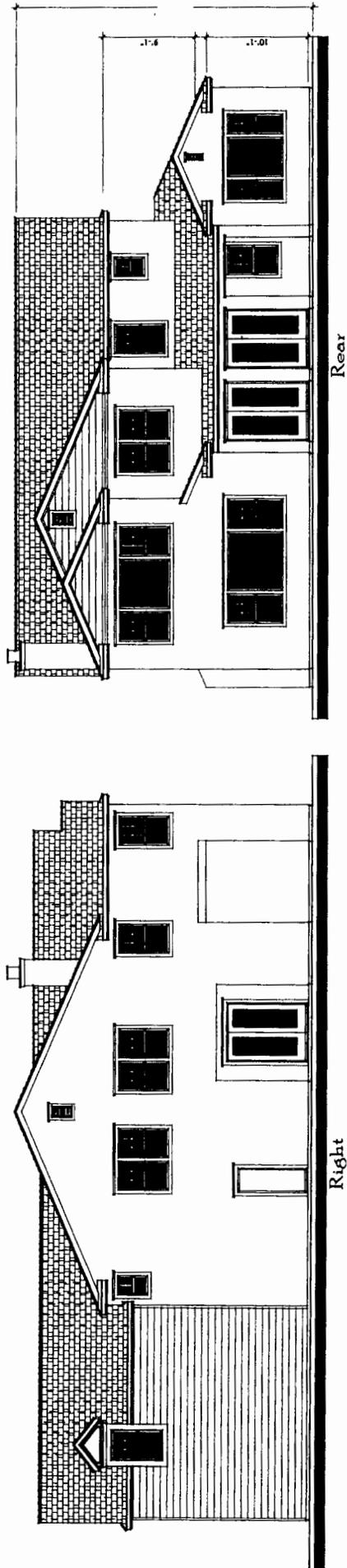
Birdsall Group

Plan 2

Front Elevation

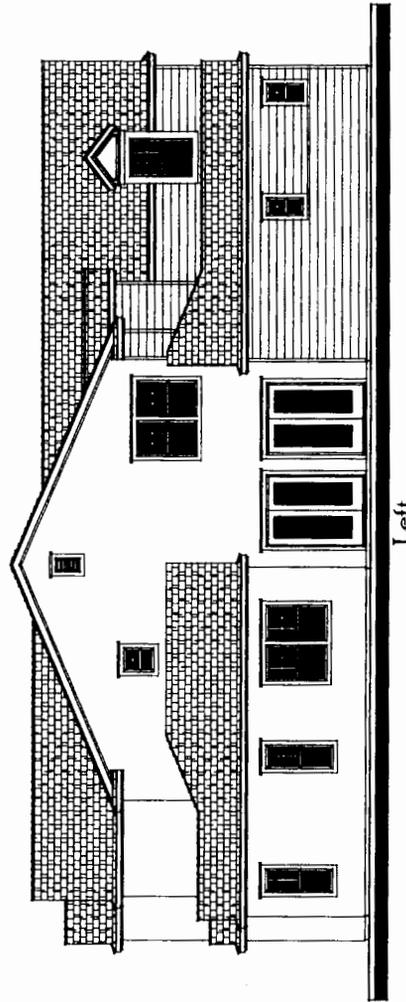


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Rear

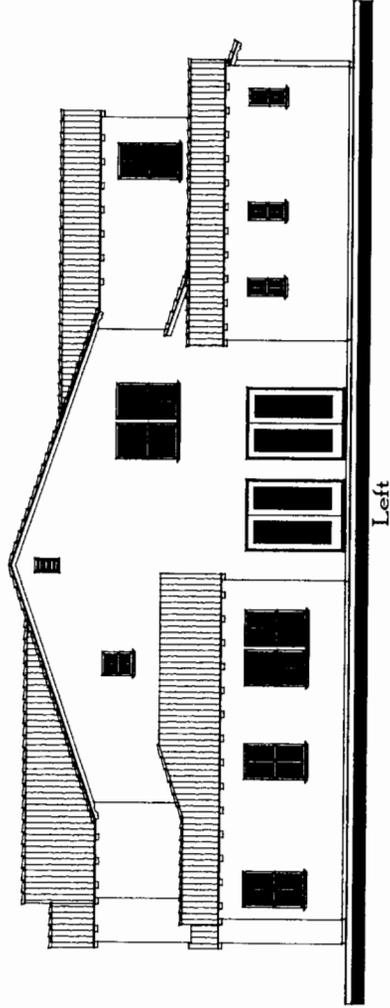
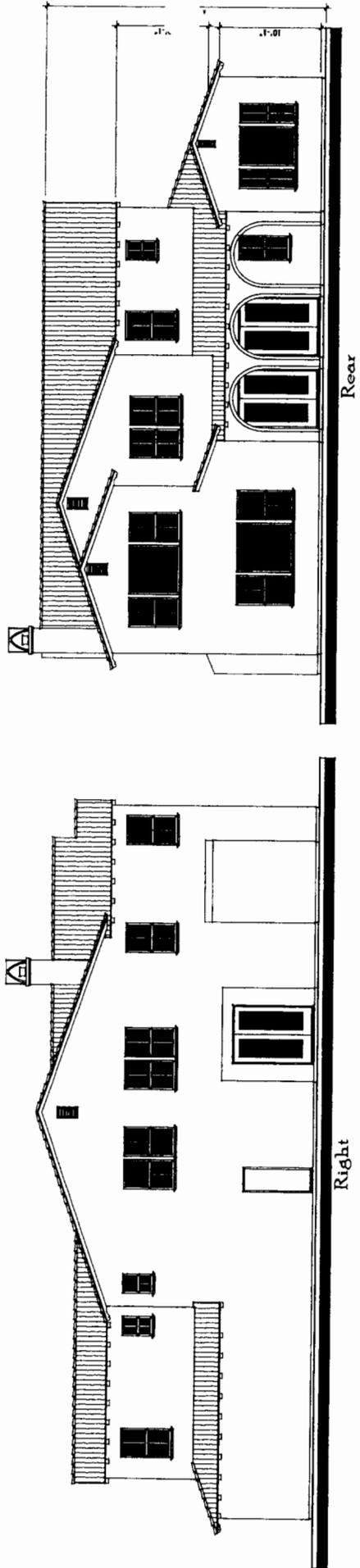
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Left

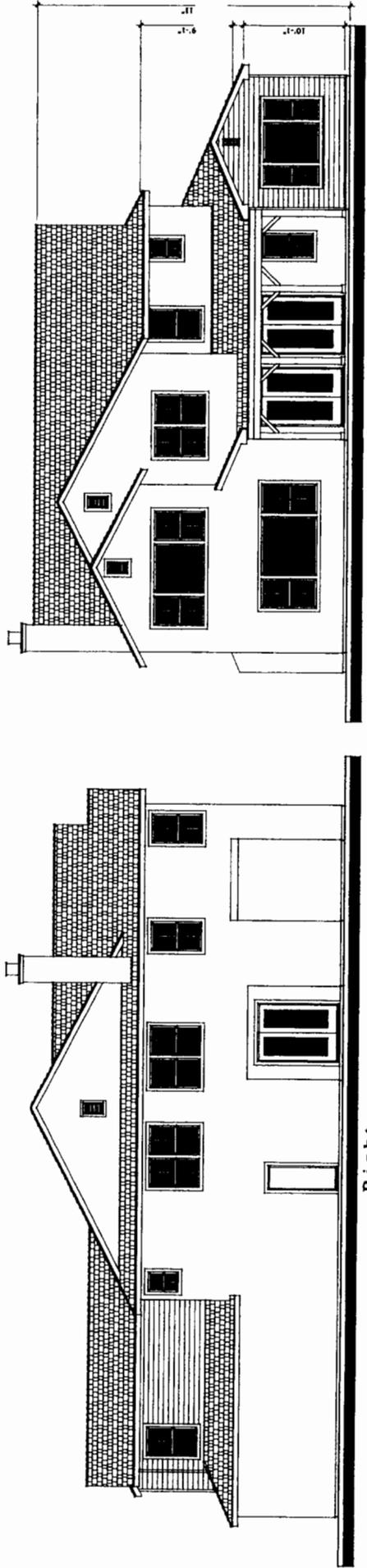
Canyon Crest
 Birdsell Group
 Plan 2
 Traditional
 Sides & Rear Elevations

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 LACON
 971.04177
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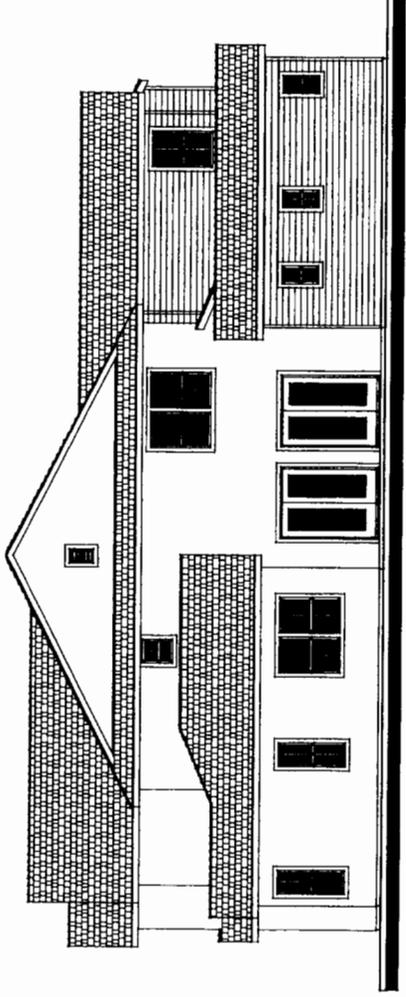
Canyon Crest
 Birdsell Group
 Plan 2
 Spanish
 Sides & Rear Elevations

BASSENAN
 LACON
 ARCHITECTS
 1000 N. GARDEN ST. SUITE 100
 ANAHEIM, CALIF. 92810
 TEL. 714.771.0417



Rear

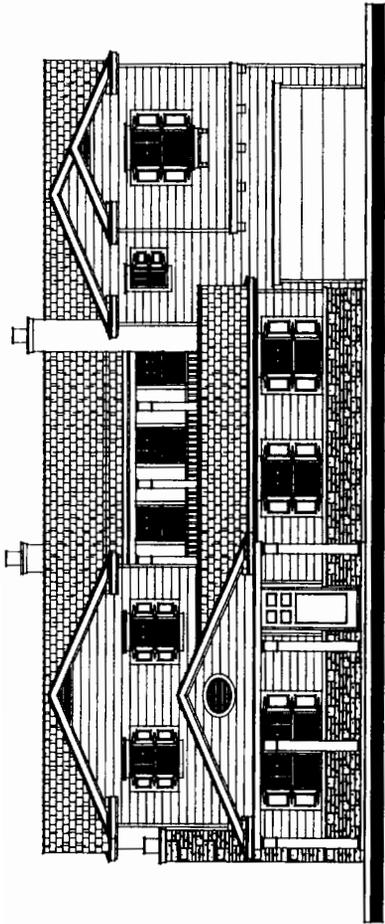
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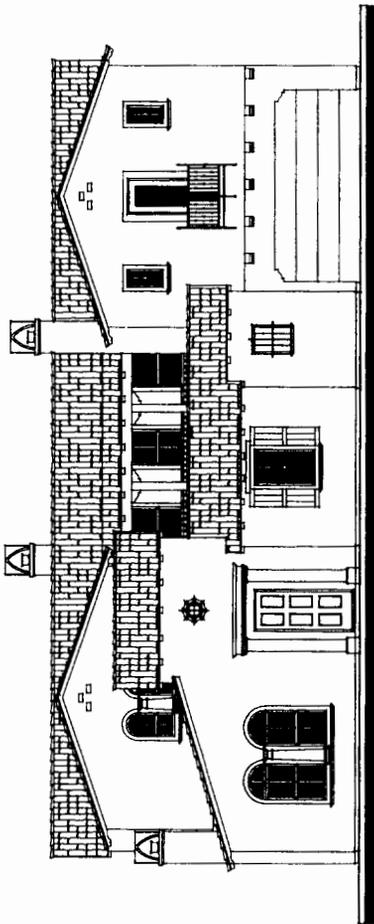
Left

Canyon Crest
Birdsall Group
Plan 2
Executive Formhouse
Sides & Rear Elevations

BASSENIAN
LACON
04.28.00
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Traditional



Spanish

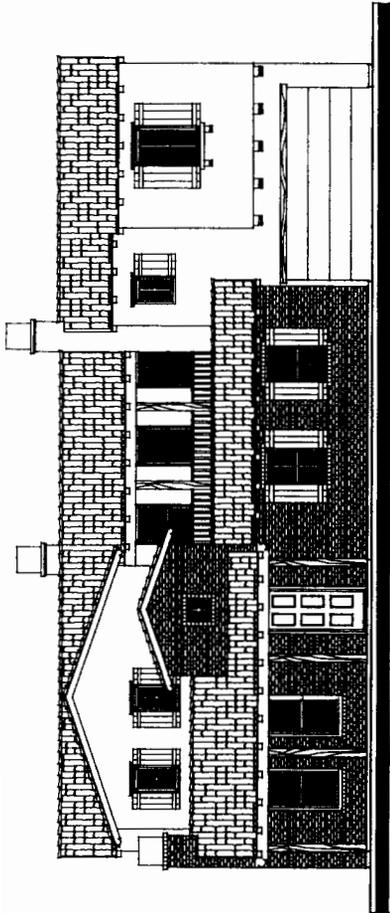
Canyon Crest

Birdsall Group

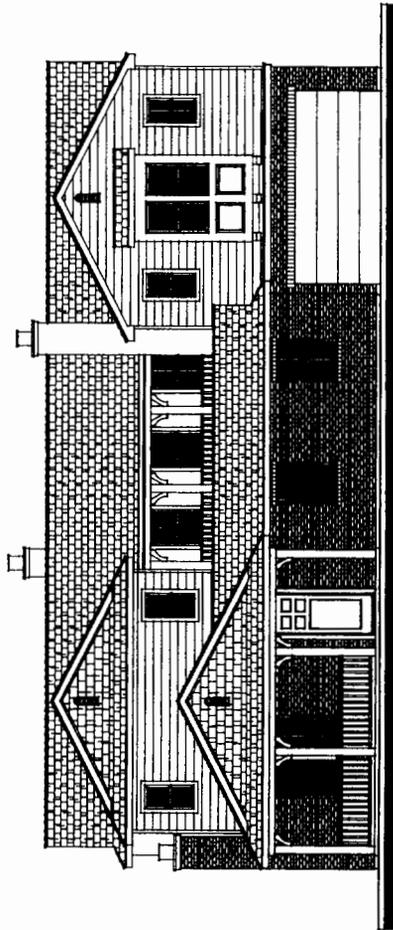
Plan 3

Front Elevation

BASSENMAN	04 21 00
LACON	
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Adobe



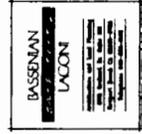
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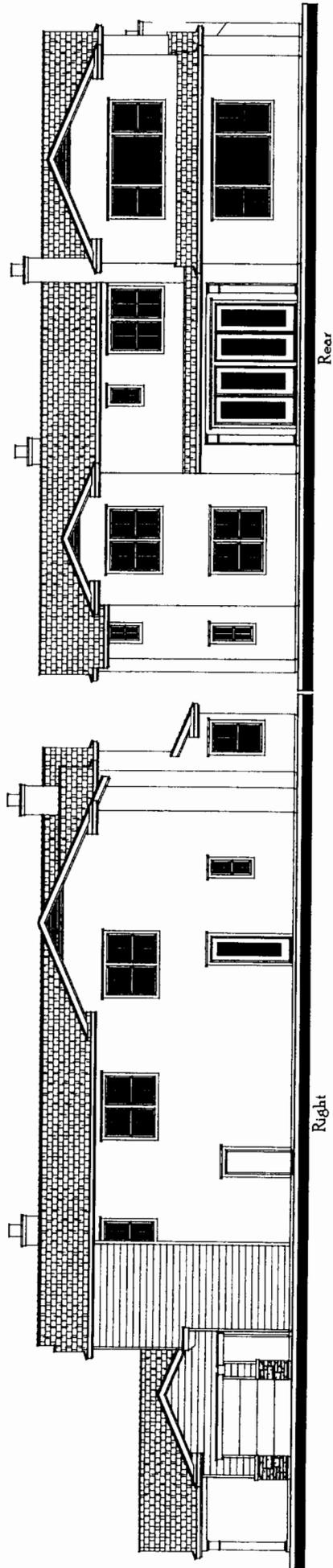
Canyon Crest

Birdsell Group

Plan 3

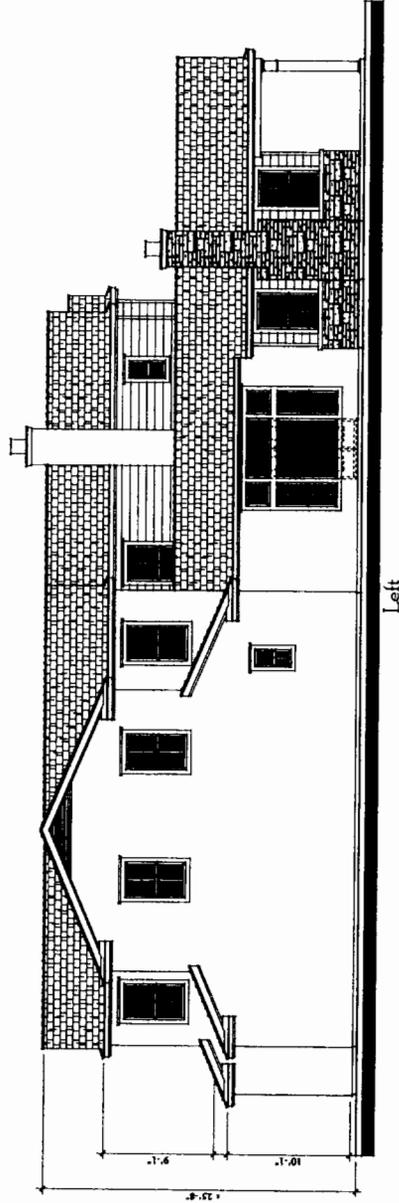
Front Elevation





Right

Rear

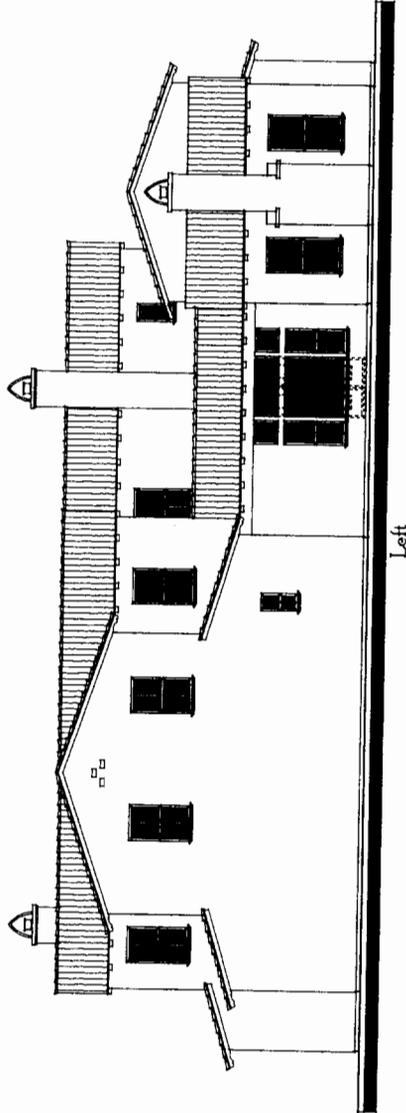
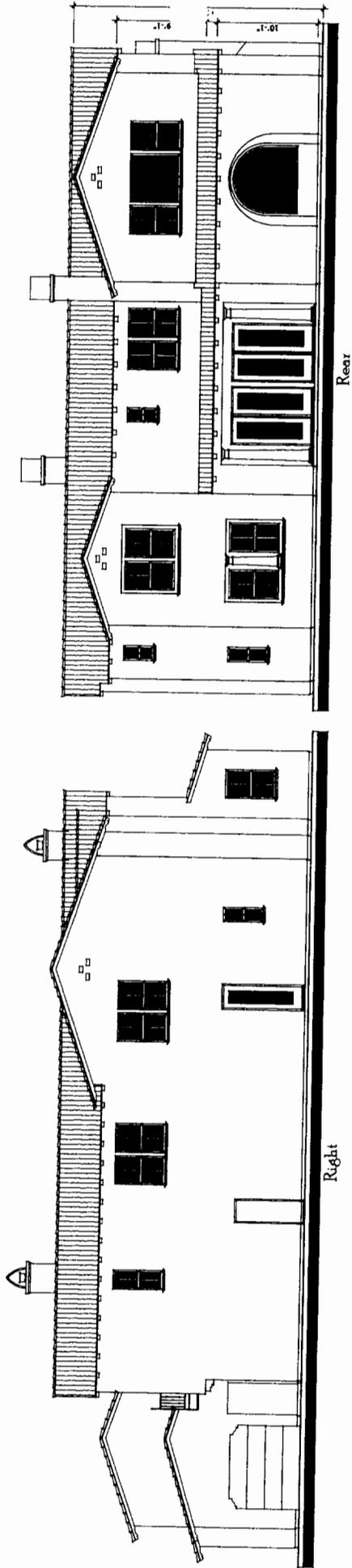


Left

Canyon Crest
Birdsall Group
Plan 3
Traditional
Sides & Rear Elevations

BASSEMAN
LACON
ARCHITECTS
1000 N. 10th St., Suite 100
Tulsa, Oklahoma 74103
Phone: 918-438-8888
Fax: 918-438-8889

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771 04177



Canyon Crest

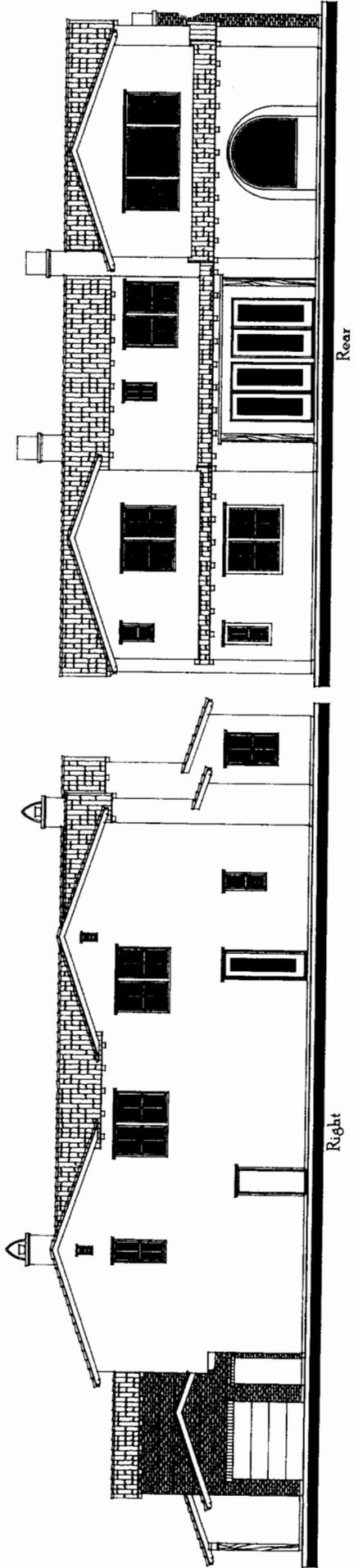
Birdsall Group

Plan 3

Spanish

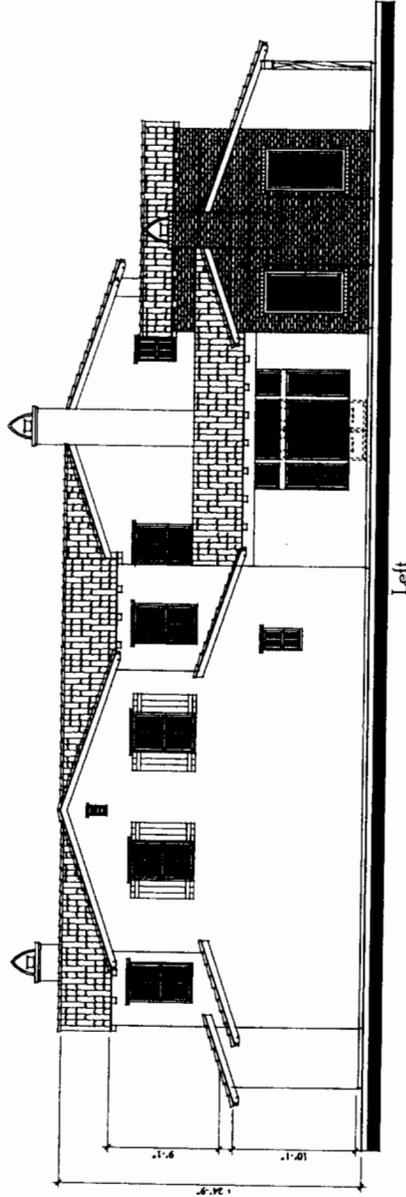
Sides & Rear Elevations

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 ARCHITECTS
 LACON
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Rear

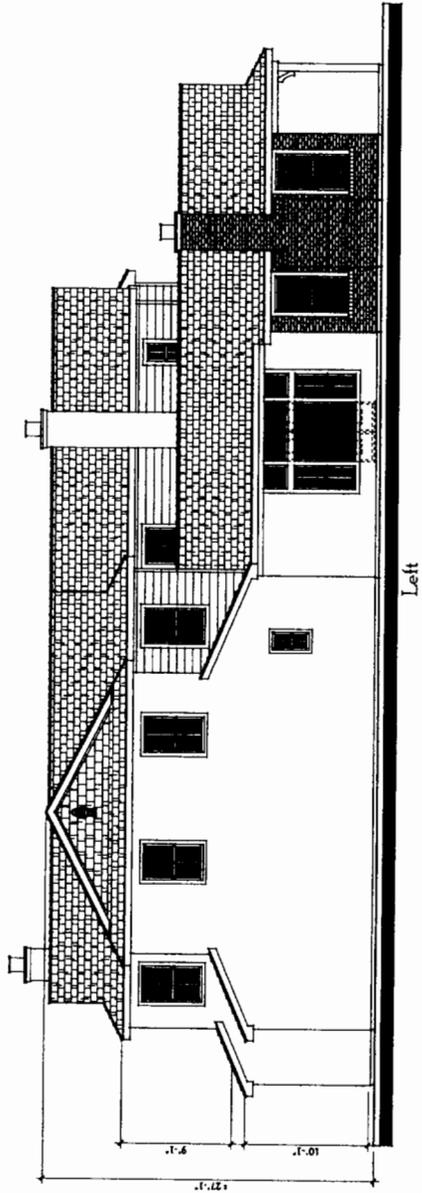
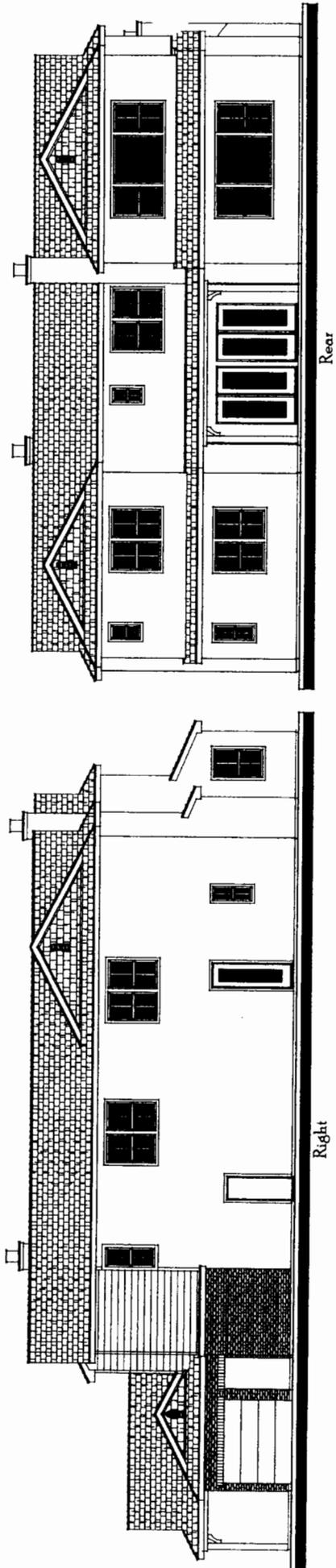
Right



Left

Canyon Crest
Birdsall Group
Plan 3
Adobe
Sides & Rear Elevations

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LACON
Architects
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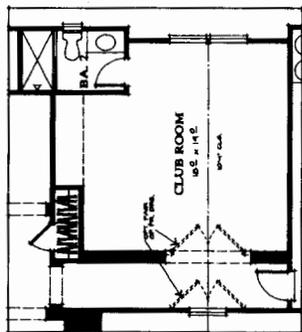
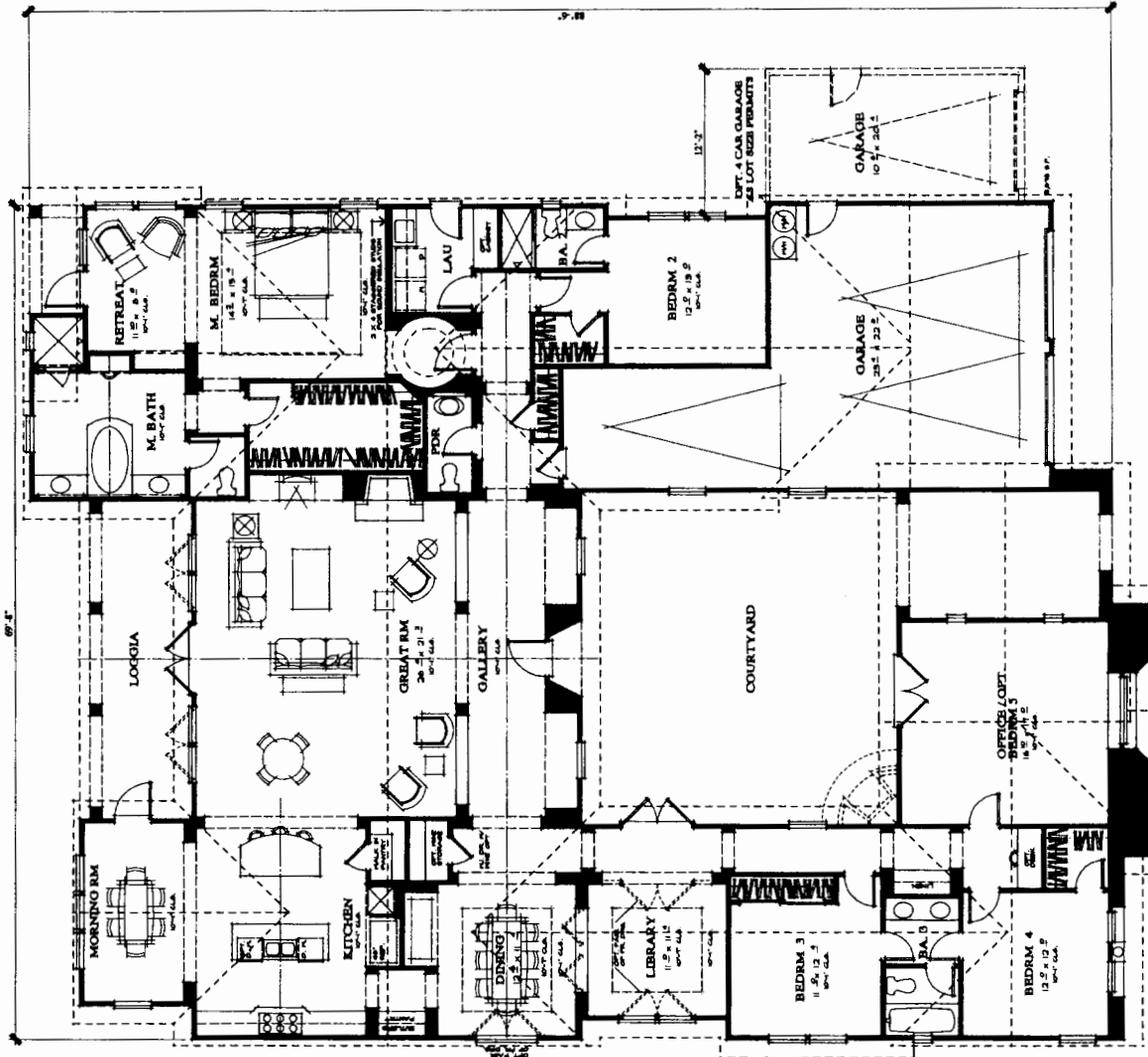
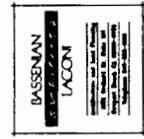
Canyon Crest
Birdsall Group
Plan 3
Executive Farmhouse
Sides & Rear Elevations

BASSMAN
LACONI
Architects
1000 17th St. N.W.
Seattle, WA 98109
Phone: 206.461.1111
Fax: 206.461.1112
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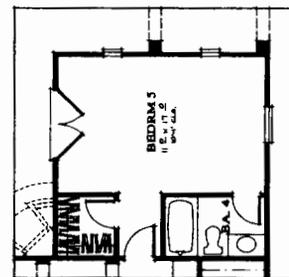
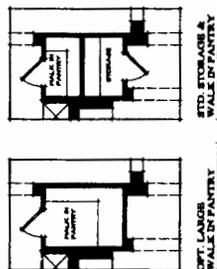
Canyon Crest

Birdsall Group

Plan 1
 (Spanish Elevation shown)
 Target: 3,600 sq ft
 Design: 3,878 sq ft
 4 Bedroom, 3.5 Bath
 Library, Office
 3-Car Garage



OPT. CLUB RM. AT TANDEM GAR.



OPT. BED. 5 AT OFFICE

Canyon Crest

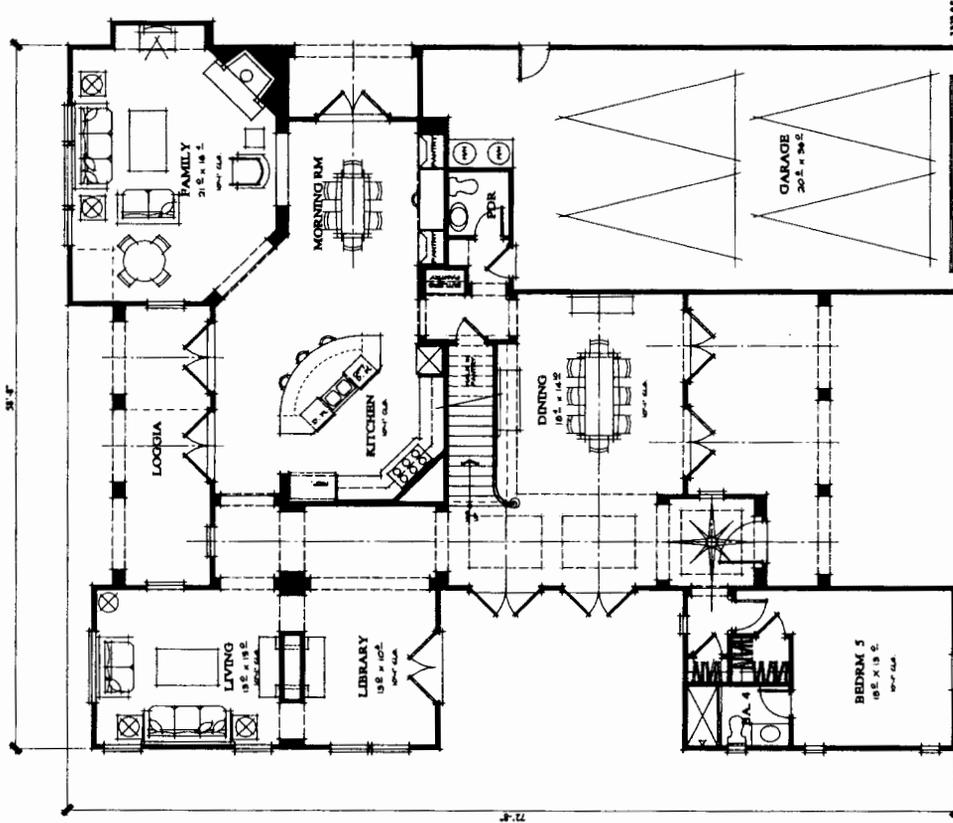
Birdsall Group

Plan 2

(Traditional Elev. show)
Target: 4,500 s.f.
Design: 4,629 s.f.
5 Bedroom, 4.5 Bath
Loft + Library
4-Car Garage



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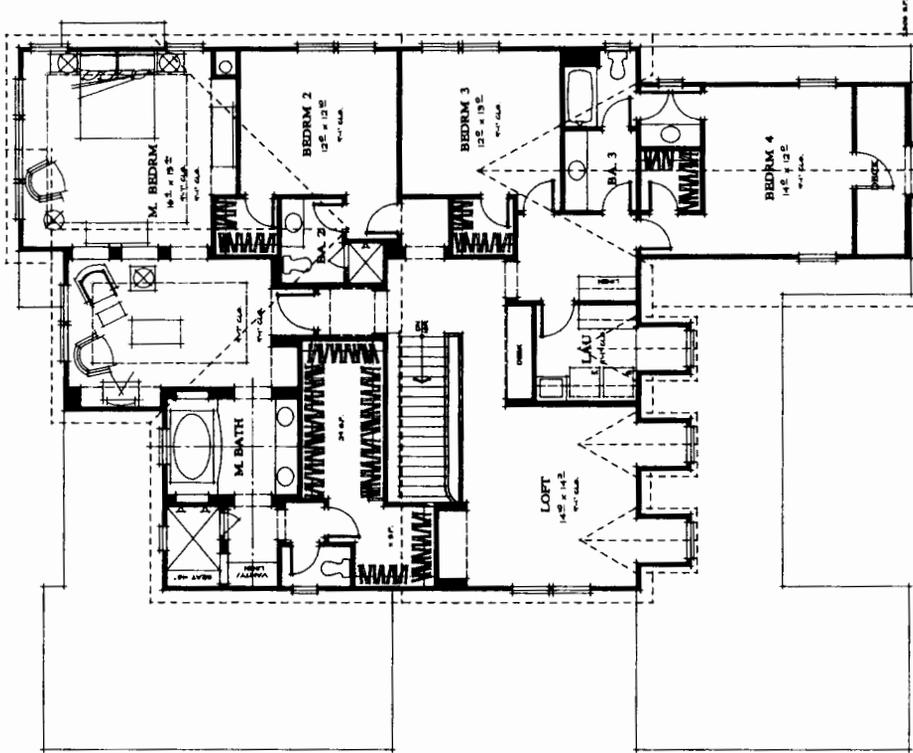


Canyon Crest

Birdsell Group

Plan 2

(Traditional Elev. shown)



BASSENAN
LACON

DATE	04/01/03
BY	MM/04/03
CHECKED	
APPROVED	

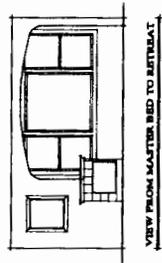
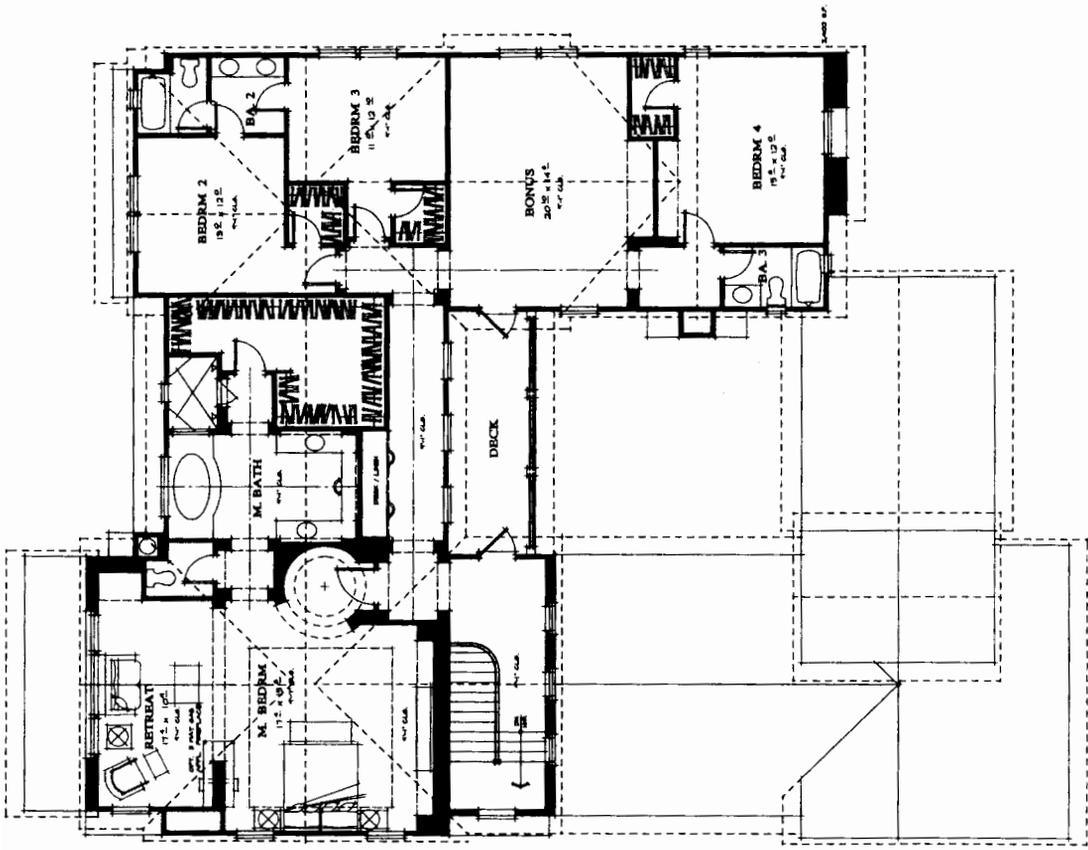
7/11/03

Canyon Crest
 Birdall Group
 Plan 3
 (Adobe Elevation shown)

BASSENAN
LACON

Architect
 2701 10th Street
 San Francisco, CA 94117
 Phone: 415.774.1111
 Fax: 415.774.1112
 Email: info@basenanlac.com

04.21.05
 270.04177



VIEW FROM MASTER BED TO RETREAT



MITIGATED NEGATIVE DECLARATION
CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CA 93021
(805) 517-6200

The following Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act of 1970 as amended, the State Guidelines, and the Environmental Procedures of the City of Moorpark.

Public Review Period: November 14, 2005 to December 5, 2005

Project Title/Case No.: Birdsall Group, LLC / G P A 2004-03, ZC 2004-02, TTM 5437 & RPD 2004-05

Project Location: East of Walnut Canyon Road at Championship Drive, and south of the City of Moorpark's northern border, Ventura County. (Location Map Attached)

Project Description: The application consists of a General Plan Amendment to change the planned land use for the project site from Rural Low Residential [RL] to Rural High Residential [RH] and Open Space 1 [OS-1]; a Zone Change to change the zoning of the project site from Rural Exclusive [RE-5ac] to Residential Planned Development [RPD-1u] and Open Space [OS]; a Vesting Tentative Tract Map to subdivide 42.4 acres into twenty-two (22) lots; and a Residential Planned Development Permit (RPD) to develop sixteen (16) residential units, five (5) custom home lots and one open space lot.

Project Type: Private Project Public Project

Project Applicant: Scott Birdsall
Birdsall Group, LLC
2300 Alessandro Drive
Ventura, CA 93001

Finding: After preparing an Initial Study for the above-referenced project, revisions have been made by or agreed to by the applicant consistent with the mitigation measures identified in the Initial Study. With these revisions, it is found that there is no substantial evidence, in light of the whole record before the City of Moorpark, that the project may have a significant effect on the environment. (Initial Study Attached)

Responsible Agencies: City of Moorpark

Trustee Agencies: None

Attachments: Location Map
Initial Study with Mitigation Measures

Contact Person: Joseph R. Vacca
Community Development Department
City of Moorpark
799 Moorpark Avenue
Moorpark, California, 93021
(805) 517-6236

CC ATTACHMENT 2

000051



Birdsall Group, LLC
 RPD 2004-05; GPA 2004-03; ZC 2004-02; TTM5437

CITY OF MOORPARK INITIAL STUDY
799 MOORPARK AVENUE
MOORPARK, CA 93021
(805) 517-6200

Project Title: Birdsall Group, LLC	Case No.: RPD 2004-05, G P A 2004-03, ZC 2004-02, TTM 5437
Contact Person and Phone No.: Joseph R. Vacca, (805) 517-6236	
Name of Applicant: Scott Birdsall	
Address and Phone No.: 2300 Alessandro Drive Ventura, CA 93001 (805) 857-2746	

Project Location: East of Walnut Canyon Rd. and Championship Dr. and south of City's northern border.

General Plan Designation: Rural Low Residential (RL) **Zoning:** Rural Exclusive (1 unit/5 acres)

Project Description: A request to develop twenty-two (22) lots on 42.4 acres, located east of Walnut Canyon Road and Championship Drive. The application consists of a Residential Planned Development (RPD), a vesting tentative tract map to subdivide twenty-two (22) lots to develop sixteen (16) residential lots, five (5) custom home lots and one open space lot, a General Plan Amendment (from Rural Low Residential [RL] to Rural High Residential [RH]) and a Zone Change (from Rural Exclusive [RE-5ac] to Residential Planned Development [RPD] and Open Space [OS]).

Surrounding Land Uses and Setting:

North: Orchards, Unincorporated Ventura County

South: Single-Family House

East: Residential Tract development project Tract 5045 – Pardee Homes

West: Single-Family Homes, Open Space

Responsible and Trustee Agencies: City of Moorpark

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Less Than Significant With Mitigation," as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agricultural Resources	<input type="checkbox"/>	Air Quality
<input checked="" type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Geology/Soils
<input checked="" type="checkbox"/>	Hazards and Hazardous Materials	<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use/Planning
<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population/Housing
<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Mandatory Findings of Significance	<input type="checkbox"/>	None

DETERMINATION: On the basis of this initial evaluation, I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. Mitigation measures described on the attached Exhibit 1 have been added to the project. A **MITIGATED NEGATIVE DECLARATION** will be prepared.

Prepared by: Joseph R. Vacca

Reviewed by: David A. Bobardt

Date: October 28, 2005

Date: October 28, 2005

000052

INITIAL STUDY EXHIBIT 1:

**MITIGATED NEGATIVE DECLARATION
MITIGATION MEASURES AND
MONITORING AND REPORTING PROGRAM**

1. The applicant shall submit a Coastal Sage Scrub Habitat Restoration Plan for the restoration of a minimum of 2.2 acres of Coastal Sage Scrub Habitat on the western side of the site to the satisfaction of the Community Development Director. Once approved, implementation of the 2.2 acre Coastal Sage Scrub Habitat Restoration Plan shall be required as a condition of approval of the Tract Map and RPD applications. The restoration shall be performed in accordance with current best available restoration practices and the applicant (or designee) shall be responsible for maintaining the restoration areas for a period of five years to ensure the successful establishment of the plantings, which shall be extended an additional three years if determined necessary by the Community Development Director. The applicant shall pay a contribution of \$9,000.00 to the City to cover the costs for monitoring restoration of the Coastal Sage Scrub Habitat for the full and complete restoration time period which if extended shall require further payment.

Monitoring Action: Review and approval of Coastal Sage Scrub Habitat Restoration Plan, which shall include site inspections of plant survivorship based on the schedule outlined in the Coastal Sage Scrub Habitat Restoration Plan for a period of five years, with the ability to extend the monitoring time frame if determined necessary by the Community Development Director.

Timing: Prior to issuance of grading permits (review of plan), prior to issuance of occupancy permits (site inspection)

Responsibility: Community Development Director

2. The applicant shall replace trees on the site in an amount equal to the appraised value of the removed trees, as identified in a Tree Report. Should there not be sufficient space to replace the required trees, or should appropriate trees not be available, the applicant shall pay to the City of Moorpark an amount equal to the difference between the appraised amount and the value of the trees planted on site.

Monitoring Action: Review and approval of project plans, Site inspection

Timing: Prior to issuance of grading permits (review of plans), prior to issuance of occupancy permits (site inspection)

Responsibility: Community Development Director

3. Prior to the issuance of building permits, a 100' deep fuel modification area shall be incorporated into the project's design and shall be implemented on the project site to the west of the habitable structures on the top of the western facing slope as required by the Ventura County Fire Department.

Monitoring Action: Review and approval of landscape plan, site inspection

Timing: Prior to issuance of grading permits (review of plan), prior to issuance of building permits (site inspection)

Responsibility: Community Development Director

**AGREEMENT TO PROPOSED MITIGATION MEASURES AND
 MONITORING AND REPORTING PROGRAM**

In accordance with the CEQA Guidelines Section 15070 (California Code of Regulations Title 14, Chapter 3, Article 6), this agreement must be signed prior to release of the Mitigated Negative Declaration for public review.

I, THE UNDERSIGNED PROJECT APPLICANT, HEREBY AGREE TO MODIFY THE PROJECT DESIGN, CONSTRUCTION OR OPERATION AS NECESSARY TO INCLUDE ALL OF THE ABOVE-LISTED MITIGATION MEASURES IN THE PROJECT.



 Signature of Project Applicant

5/5/06

 Date

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
A. AESTHETICS – Would the project:				
1) Have a substantial adverse effect on a scenic vista?	_____	_____	_____	_____ X _____
2) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	_____	_____	_____	_____ X _____
3) Substantially degrade the existing visual character or quality of the site and its surroundings?	_____	_____	_____ X _____	_____
4) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	_____	_____	_____ X _____	_____

Response: This project will involve the construction of residences and a roadway with accompanying infrastructure, including street lighting. Lighting from street lights, residences and accessory uses may create light or glare which could potentially impact nighttime views from other residences and from natural areas in the vicinity. Architecture and landscaping will be evaluated for consistency with City standards. The property is currently vacant and mostly covered with non-native weeds. The existing visual quality of the site will change with the development of this project, primarily as visible from the east of the project site. However, there are 21 acres on the western facing slope of the site that are proposed to be preserved as an open space easement consistent with the General Plan Land Use Element Goal 14-Policies 14.1 and 14.2. This will aid in preserving the rural character of the site as visible from northbound and southbound travelers along Walnut Canyon Road.

Sources: Project Application submitted September 6, 2005, General Plan Land Use Element (1992).

Mitigation: None required.

B. AGRICULTURE RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, the City of Moorpark may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

1) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources agency, to non-agricultural use?	_____	_____	_____	_____ X _____
2) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	_____	_____	_____	_____ X _____

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
3) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	_____	_____	_____	_____ X _____

Response: The subject site is not located within prime farmland, or farmland of state wide importance, or unique farmland or farmland of local importance and is zoned for residential use, and The Ventura County Important Farmland Map classifies the site as "Grazing" land. This project does not affect agricultural resources but is located adjacent to agricultural uses along its northern property line and the plan contains a 200' buffer which precludes the construction of habitable structures in this buffer area which is consistent with Goal 11- Policy 11.2 in the land use element of the general plan.

Sources: California Department of Conservation: Ventura County Important Farmland Map (2002) General Plan Land Use Element (1992).

Mitigation: None required.

C. AIR QUALITY – Would the project:

1) Conflict with or obstruct implementation of the applicable air quality plan?	_____	_____	_____	_____ X _____
2) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	_____	_____	_____ X _____	_____
3) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	_____	_____	_____ X _____	_____
4) Expose sensitive receptors to substantial pollutant concentrations?	_____	_____	_____	_____ X _____
5) Create objectionable odors affecting a substantial number of people?	_____	_____	_____	_____ X _____

Response: The project is estimated to result in an average of 4.6lbs. per day of Nitrogen Oxides (NOx) for the years from 2005 to 2007 and 4.47lbs. per day of Reactive Organic Gases (ROG) for the same time period, mostly from vehicle trip emissions. The levels for NOx and ROG are below the suggested thresholds of the Ventura County Air Pollution Control District of 25 lbs. per day. No additional mitigation is needed.

Sources: Ventura County Air Pollution Control District: Ventura County Air Quality Assessment Guidelines (2003), URBEMIS 2002

Mitigation: None required.

D. BIOLOGICAL RESOURCES – Would the project:

1) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	_____	_____ X _____	_____	_____
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	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
2) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	_____	_____X_____	_____	_____
3) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	_____	_____	_____	_____X_____
4) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	_____	_____	_____	_____X_____
5) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	_____	_____X_____	_____	_____
6) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	_____	_____	_____	_____X_____

Response: The project has the potential to impact Coastal Sage Scrub Habitat.

This project requires the removal of mature trees, both native and non-native from the site, and will require mitigation in accordance with the City's Mature Tree Protection Ordinance.

Sources: Project Application submitted September 6, 2005, Coastal Sage Scrub Habitat Mitigation and Monitoring Plan –prepared August 2005.

Mitigation: The applicant shall submit a Coastal Sage Scrub Habitat Restoration Plan for the restoration of a minimum of 2.2 acres of Coastal Sage Scrub Habitat on the western side of the site to the satisfaction of the Community Development Director. Once approved, implementation of the mitigation and monitoring plan shall be required as a condition of approval of the Tract Map and RPD applications.

The restoration shall be performed in accordance with current best available restoration practices and the applicant (or designee) shall be responsible for maintaining the restoration areas for a period of five years to ensure the successful establishment of the plantings, which shall be extended an additional three years if determined necessary by the Community Development Director. The applicant shall pay a contribution of \$9,000.00 to the City to cover the costs for monitoring restoration of the Coastal Sage Scrub Habitat for the full and complete restoration time period which if extended shall require further payment.

The applicant shall replace trees on the site in an amount equal to the appraised value of the removed trees, as identified in a Tree Report. Should there not be sufficient space to replace the required trees, or should appropriate trees not be available, the applicant shall pay to the City of Moorpark an amount equal to the difference between the appraised amount and the value of the trees planted on site.

E. CULTURAL RESOURCES – Would the project:

1) Cause a substantial adverse change in the significance of a historic resource as defined in §15064.5?	_____	_____	_____	_____X_____
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	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact X
2) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	_____	_____	_____	_____X_____
3) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	_____	_____	_____	_____X_____
4) Disturb any human remains, including those interred outside of formal cemeteries?	_____	_____	_____	_____X_____

Response: There are no known or expected cultural resources on the project site. The proposed improvements within the project area will have no adverse impact on known cultural resources.

Sources: Archaeological Study (Tentative Tract Map No. 5347 - September, 2004)

Mitigation: None required.

F. GEOLOGY AND SOILS – Would the project:

1) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	_____	_____	_____X_____	_____
ii) Strong seismic ground shaking?	_____	_____	_____X_____	_____
iii) Seismic-related ground failure, including liquefaction?	_____	_____	_____X_____	_____
iv) Landslides?	_____	_____	_____X_____	_____
2) Result in substantial soil erosion or the loss of topsoil?	_____	_____	_____X_____	_____
3) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	_____	_____	_____X_____	_____
4) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	_____	_____	_____X_____	_____
5) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	_____	_____	_____X_____	_____

Response: Standard conditions of approval will be placed on the project by the City Engineer to address geologic and soil conditions. The applicant shall be required comply with the recommendations the geotechnical report prepared for the site area.

Sources: Project Application submitted September 6, 2005, General Plan Safety Element (2001)

Mitigation: None required.

G. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
1) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	_____	_____	_____	_____X_____
2) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	_____	_____	_____	_____X_____
3) Emit hazardous emission or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	_____	_____	_____	_____X_____
4) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	_____	_____	_____	_____X_____
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	_____	_____	_____	_____X_____
6) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	_____	_____	_____	_____X_____
7) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	_____	_____	_____	_____X_____
8) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	_____	_____X_____	_____	_____

Response: The proximity of natural open space areas, both within the project boundaries and immediately adjacent to the project, pose an increased danger of wildfire damage. The steep slopes which comprise a significant portion of the nearby natural open space will increase this threat considerably. These impacts can be mitigated to a less-than significant level. The project shall incorporate all requirements of the Ventura County Fire Department Standard Conditions.

Sources: Project Application submitted September 6, 2005, General Plan Safety Element (2001)

Mitigation: A 100' deep fuel modification area shall be incorporated into the project's design and shall be implemented on the project site to the west of the habitable structures on the top of the western facing slope prior to the issuance of building permits as required by the Ventura County Fire Department.

H. HYDROLOGY AND WATER QUALITY – Would the project:

1) Violate any water quality standards or waste discharge requirements?	_____	_____	_____X_____	_____
2) Substantially deplete groundwater supplies or interfere	_____	_____	_____	_____X_____

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	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				
3) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	_____	_____	_____X_____	_____
4) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	_____	_____	_____X_____	_____
5) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	_____	_____	_____X_____	_____
6) Otherwise substantially degrade water quality?	_____	_____	_____	_____X_____
7) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard boundary or Flood Insurance Rate Map or other flood hazard delineation map?	_____	_____	_____	_____X_____
8) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	_____	_____	_____	_____X_____
9) Expose people or structures to a significant risk of loss, injury or death involving i) flooding, including flooding as a result of the failure of a levee or dam?	_____	_____	_____	_____X_____
ii) inundation by seiche, tsunami, or mudflow?				X

Response: The project will result in the alteration of natural flows across the site. However, these flows will be directed to appropriate storm drain facilities prior to leaving the site and therefore, will not create a significant impact. Standard conditions of approval will ensure that the project complies with all applicable Federal, State, Regional and local regulations with respect to drainage, flooding, and water quality.

Sources: Project Application submitted September 6, 2005, General Plan Safety Element (2001), Drainage Report (Tentative Tract Map No. 5347 - March 2005)

Mitigation: None required.

I. LAND USE AND PLANNING – Would the project:

1) Physically divide an established community?	_____	_____	_____	_____X_____
2) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	_____	_____	_____X_____	_____

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact X
3) Conflict with any applicable habitat conservation plan or natural community conservation plan?	_____	_____	_____	_____X

Response: The proposed project would be inconsistent with the current General Plan and Zoning designations on the property. However, the application includes a request to change the General Plan designation from Rural Low Residential to Rural High Residential and the Zone Map designation from Rural Exclusive to Residential Planned Development.

While this project deviates from the current General Plan Land Use element map designation with regard to density on the subject site, the project would help meet the housing needs identified in the Housing Element and is consistent with all other General Plan Goals and Policies. Further, this project includes a General Plan Amendment which will ensure that the project is consistent with the Land Use Element map as well. Therefore, this impact is not significant.

Sources: Project Application submitted September 6, 2005, General Plan Land Use Element (1992) General Plan Housing Element (2001).

Mitigation: None required.

J. MINERAL RESOURCES – Would the project:

1) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	_____	_____	_____	_____X
2) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	_____	_____	_____	_____X

Response: There are no known mineral resources on the project site.

Sources: Project Application submitted September 6, 2005, General Plan Open Space, Conservation, and Recreation Element (1986)

Mitigation: None required.

K. NOISE – Would the project result in:

1) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	_____	_____	_____	_____X
2) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	_____	_____	_____X	_____
3) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	_____	_____	_____	_____X
4) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	_____	_____	_____X	_____
5) For a project located within an airport land use plan or,	_____	_____	_____	_____X

where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
6) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	_____	_____	_____	<u> X </u>

Response: Standard conditions of approval shall be placed on the project to adequately address any potential noise issues. Outdoor equipment must comply with the City's noise standards. Construction activity hours are limited and construction is not allowed on Sundays. Additionally, construction activities such as requiring staging areas, regulating haul routes and other requirements to limit noise activities are required.

Sources: Project Application submitted September 6, 2005, General Plan Noise Element (1998)

Mitigation: None required.

L. POPULATION AND HOUSING – Would the project:

1) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	_____	_____	_____	<u> X </u>
2) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	_____	_____	_____	<u> X </u>
3) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	_____	_____	_____	<u> X </u>

Response: The project will provide market-rate and affordable apartments to address existing housing needs in the city.

Sources: Project Application submitted September 6, 2005

Mitigation: None required.

M. PUBLIC SERVICES

1) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?	_____	_____	<u> X </u>	_____
Police protection?	_____	_____	<u> X </u>	_____
Schools?	_____	_____	<u> X </u>	_____
Parks?	_____	_____	<u> X </u>	_____
Other public facilities?	_____	_____	<u> X </u>	_____

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Response: Conditions of approval and Development fees are collected by agencies in order to alleviate potential adverse impacts on public services. The applicant is required to obtain approvals of the Fire Protection District, Police Department, Water District and other applicable agencies prior to obtaining a building permit.				
Sources: Project Application submitted September 6, 2005, General Plan Safety Element (2001), General Plan Open Space, Conservation, and Recreation Element (1986)				
Mitigation: None required.				

N. RECREATION

- | | Potentially
Significant
Impact | Less Than
Significant
With
Mitigation | Less Than
Significant
Impact | No
Impact |
|--|--------------------------------------|--|------------------------------------|--------------|
| 1) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | _____ | _____ | _____ | _____X_____ |
| 2) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | _____ | _____ | _____ | _____X_____ |

Response: This project will have no impact on recreational resources.
Sources: Project Application submitted September 6, 2005, General Plan Open Space, Conservation, and Recreation Element (1986)
Mitigation: None required.

O. TRANSPORTATION/TRAFFIC – Would the project:

- | | Potentially
Significant
Impact | Less Than
Significant
With
Mitigation | Less Than
Significant
Impact | No
Impact |
|--|--------------------------------------|--|------------------------------------|--------------|
| 1) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | _____ | _____ | _____X_____ | _____ |
| 2) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | _____ | _____ | _____X_____ | _____ |
| 3) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | _____ | _____ | _____ | _____X_____ |
| 4) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | _____ | _____ | _____ | _____X_____ |
| 5) Result in inadequate emergency access? | _____ | _____ | _____ | _____X_____ |
| 6) Result in inadequate parking capacity? | _____ | _____ | _____ | _____X_____ |
| 7) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | _____ | _____ | _____ | _____X_____ |

Response: This project will have 21 single family detached housing units which will generate approximately 210 vehicle trips per day. The developer shall be required to pay a Citywide Traffic fee and an Area of Contribution fee which will preclude the necessity for any further mitigation. Adequate parking will be provided on site, within garages and driveways, and on public and private streets.
Sources: Project Application submitted September 6, 2005, General Plan Circulation Element (1992)

	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
Mitigation: None required.				

P. UTILITIES AND SERVICE SYSTEMS – Would the project:

1) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	_____	_____	_____	_____ <u>X</u> _____
2) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	_____	_____	_____	_____ <u>X</u> _____
3) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	_____	_____	_____	_____ <u>X</u> _____
4) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	_____	_____	_____	_____ <u>X</u> _____
5) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	_____	_____	_____	_____ <u>X</u> _____
6) Be served by the landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	_____	_____	_____	_____ <u>X</u> _____
7) Comply with federal, state, and local statutes and regulations related to solid waste?	_____	_____	_____	_____ <u>X</u> _____

Response:	The project is required to enter into agreements and provide adequate utility and service systems prior to the issuance of a building permit for construction.
Sources:	Project Application submitted September 6, 2005, Ventura County Watershed Protection District; Technical Guidance Manual for Stormwater Quality Control Measures (2002)
Mitigation:	None required.

Q. MANDATORY FINDINGS OF SIGNIFICANCE

1) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	_____	_____	_____ <u>X</u> _____	_____
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	Potentially Significant Impact	Less Than Significant With Mitigation	Less Than Significant Impact	No Impact
2) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effect of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and effects of probable future projects)?	_____	_____	_____X_____	_____
3) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	_____	_____	_____X_____	_____

Response: The site has been previously disturbed and is surrounded by existing and future urban development. No endangered species or habitats have been identified on this site. No unmitigated cumulative impacts have been identified.

Sources: None required.

Earlier Environmental Documents Used in the Preparation of this Initial Study

None

Additional Project References Used to Prepare This Initial Study

One or more of the following references were incorporated into the Initial Study by reference, and are available for review in the Community Development Office, City Hall, 799 Moorpark Avenue, Moorpark, CA 93021. Items used are referred to by number in the Response Section of the Initial Study Checklist.

1. The City of Moorpark's General Plan, as amended.
2. The Moorpark Municipal Code, as amended.
3. The City of Moorpark Procedures for the Implementation of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines adopted by Resolution No. 2004-2224
4. Public Resources Code Section 21000 et. seq. and California Code of Regulations, Title 14 Section 15000 et. seq.
5. Ventura County Air Quality Assessment Guidelines, October 31, 2003.

RESOLUTION NO. 2006 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION AND APPROVING GENERAL PLAN AMENDMENT NO. 2004-03 FOR A CHANGE OF LAND USE DESIGNATION FROM RURAL LOW RESIDENTIAL (RL) TO RURAL HIGH RESIDENTIAL (RH) AND OPEN SPACE 1 (OS-1), ON 42.4 ACRES, LOCATED EAST OF WALNUT CANYON ROAD AT CHAMPIONSHIP DRIVE, ON THE APPLICATION OF BIRDSALL GROUP MOORPARK, LLC

WHEREAS, on November 22, 2005, the Planning Commission adopted Resolution No. PC-2005-493, recommending that the City Council adopt a Mitigated Negative Declaration and approve General Plan Amendment No. 2004-03, to amend the General Plan land-use designation from Rural Low Residential (RL) to Rural High Residential (RH) and Open Space 1 (OS-1); on a 42.4 acre site located east of Walnut Canyon Road at Championship Drive, on the application of Birdsall Group Moorpark, LLC. (500-0-240-016 and 500-0-240-025); and

WHEREAS, at a duly noticed public hearing on May 17, 2006, the City Council considered the agenda report for General Plan Amendment No. 2004-03 and any supplements thereto and written public comments; opened the public hearing and took and considered public testimony both for and against the proposal and reached a decision on this matter; and

WHEREAS, the City Council has read, reviewed, and considered the proposed Mitigated Negative Declaration prepared for the project referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. ENVIRONMENTAL DOCUMENTATION: The City Council finds and declares as follows:

- A. The Mitigated Negative Declaration and Initial Study prepared for the project are complete and have been prepared in compliance with CEQA, and City CEQA Procedures.
- B. The City Council has considered information in the environmental document in its deliberations of the project before making a decision concerning the project and the Mitigated Negative Declaration.
- C. The Mitigation Measures have been incorporated into the project conditions of the accompanying Vesting Tentative Tract Map and Residential Planned Development.
- D. The Mitigated Negative Declaration reflects an independent judgment of the City Council.

SECTION 2. ADOPTION OF MITIGATED NEGATIVE DECLARATION: The Mitigated Negative Declaration prepared in connection with General Plan Amendment No. 2004-03, Zone Change No. 2004-02, Development Agreement No. 2006-01, Vesting Tentative Tract No. 5437, and Residential Planned Development (RPD) No. 2004-05 is hereby adopted.

SECTION 3. CITY COUNCIL APPROVAL: General Plan Amendment 2004-03 is approved, amending the General Plan Land Use Map as proposed in Exhibit "A" attached hereto.

SECTION 4. The effective date of General Plan Amendment No. 2004-03 shall be concurrent with the effective date of the Ordinance for Zone Change No. 2004-02 and the Ordinance for Development Agreement No. 2006-01, whichever occurs last.

SECTION 5 CERTIFICATION OF ADOPTION: The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 17th day of May, 2006.

Patrick Hunter, Mayor

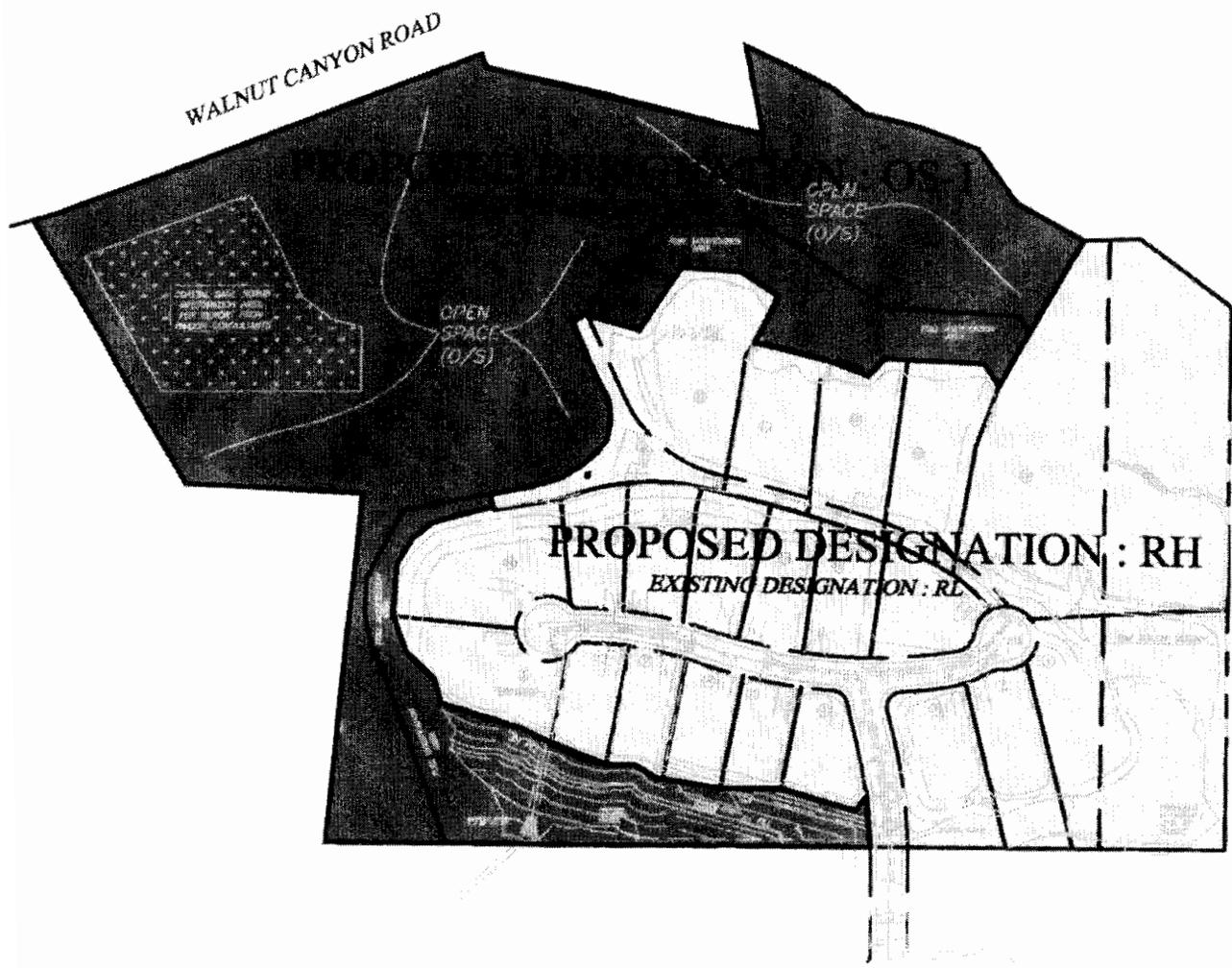
ATTEST:

Deborah S. Traffenstedt, City Clerk

Attachment: Exhibit A – General Plan Amendment Map – GPA 2004-03

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EXHIBIT A
GENERAL PLAN AMENDMENT MAP
GENERAL PLAN AMENDMENT 2004-03



GENERAL PLAN AMENDMENT MAP

TR 5437

SCALE: 1" = 300'
[North Arrow]

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING ZONE CHANGE NO. 2004-02, FOR A CHANGE OF ZONE FROM RURAL EXCLUSIVE – 5 ACRE MINIMUM LOT SIZE (RE-5ac) TO RESIDENTIAL PLANNED DEVELOPMENT (RPD-1u) AND OPEN SPACE ON 42.4 ACRES, LOCATED EAST OF WALNUT CANYON ROAD AT CHAMPIONSHIP DRIVE, ON THE APPLICATION OF BIRDSALL GROUP MOORPARK, LLC.

WHEREAS, on November 22, 2005, the Planning Commission adopted Resolution No. PC-2004-493 recommending approval to the City Council of Zone Change No. 2004-02, for a change of zone from Rural Exclusive – 5 acre minimum lot size (RE-5ac) to Residential Planned Development (RPD-1u) and Open Space on 42.4 acres, located east of Walnut Canyon Road at Championship Drive; and

WHEREAS, at a duly noticed public hearing on May 17, 2006, the City Council considered the agenda report for Zone Change No. 2004-02 and any supplements thereto and written public comments; opened and closed the public hearing and took and considered public testimony both for and against the proposal and reached a decision on this matter; and

WHEREAS, General Plan Amendment No. 2004-03 was adopted for this project, changing the planned land use to Rural High Residential (RH) and Open Space 1 (OS-1); and

WHEREAS, the City Council has read, reviewed, considered and adopted a Mitigated Negative Declaration prepared for the project referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Zone Change No. 2004-02 is consistent with the General Plan as amended by General Plan Amendment No. 2004-03.

SECTION 2. The Zoning Map described and referenced in Chapter 17.12 of Title 17, Zoning, of the Municipal Code of the City of Moorpark is hereby amended as shown in Exhibit "A" attached hereto.

SECTION 3. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof,

irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance; shall enter the same in the book of original ordinances of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published once in the Moorpark Star a newspaper of general circulation, as defined in Section 6008 of the Government Code, for the City of Moorpark, and which is hereby designated for that purpose.

PASSED AND ADOPTED this ____ day of _____, 2006.

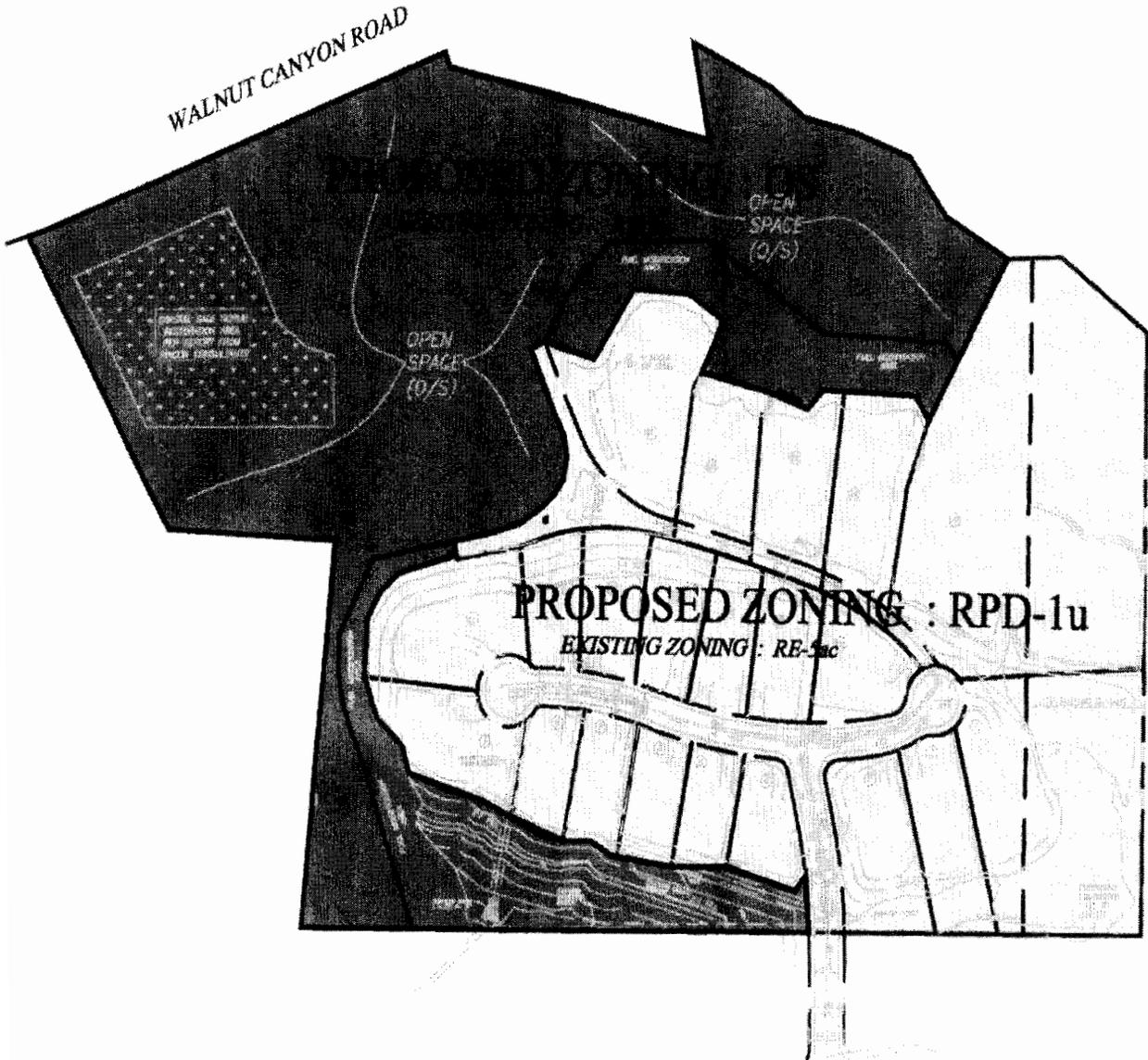
Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

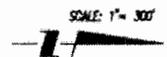
Attachment: Exhibit A: Zone Change Map – Zone Change 2004-02

EXHIBIT – A
ZONE CHANGE MAP – ZONE CHANGE 2004-02



ZONE CHANGE MAP

TR 5437



000071

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, ADOPTING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MOORPARK AND BIRDSALL GROUP MOORPARK, LLC.

WHEREAS, Section 65864, Article 2.5, Chapter 4, Division 1, Title 7 of the State Planning and Zoning Law provides that cities may enter into contractual obligations known as Development Agreements with persons having equitable interest in real property for development of that property; and

WHEREAS, the owners of the land with an application for General Plan Amendment No. 2004-03, Zone Change No. 2004-02, Vesting Tentative Tract Map No. 5437, and Residential Planned Development No. 2004-05 have applied to the City of Moorpark to seek a Development Agreement with the City pursuant to Chapter 15.40 of the Moorpark Municipal Code; and

WHEREAS, the Planning Commission of the City of Moorpark on April 25, 2006, adopted Resolution No. PC 2006-497 recommending to the City Council approval of Development Agreement No. 2006-01, proposed in conjunction with the project initiated by Birdsall Group Moorpark, LLC., consisting of General Plan Amendment No. 2004-03, Zone Change No. 2004-02, Vesting Tentative Tract Map No. 5437, and Residential Planned Development No. 2004-05; and

WHEREAS, the City Council on May 17, 2006, adopted the Mitigated Negative Declaration for the Birdsall Group Moorpark, LLC. project consisting of General Plan Amendment No. 2004-03, Zone Change No. 2004-02, Vesting Tentative Tract Map No. 5437, and Residential Planned Development No. 2004-05, and Development Agreement No. 2006-01, as having been completed in accordance with the California Environmental Quality Act, (CEQA), the CEQA Guidelines and the City's CEQA procedures; and

WHEREAS, a duly noticed public hearing was conducted by the City Council on May 17, 2006, to consider the Development Agreement and to accept public testimony related thereto; and

WHEREAS, the City Council has considered all points of public testimony relevant to the Development Agreement and has given careful consideration to the content of the Development Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of Moorpark does hereby find as follows:

- A. The Development Agreement is consistent with the General Plan as amended by General Plan Amendment No. 2004-03
- B. The Development Agreement and the assurances that said agreement places upon the project are consistent with the intent and provisions of the Mitigated Negative Declaration.
- C. The Development Agreement is necessary to insure the public health, safety and welfare.

SECTION 2. The City Council hereby adopts Development Agreement No. 2006-01 (attached hereto) between the City of Moorpark, a municipal corporation, and Birdsall Group Moorpark, LLC., and the City Clerk is hereby directed to cause one copy of the signed, adopted agreement to be recorded with the County Recorder no later than ten (10) days after the City enters into the development agreement pursuant to the requirements of Government Code Section 65868.5.

SECTION 3. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall become effective thirty (30) days after its passage and adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance; shall enter the same in the book of original ordinances of said City; shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council at which the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published once in the Moorpark Star a newspaper of general circulation, as defined in Section 6008 of the Government Code, for the City of Moorpark, and which is hereby designated for that purpose.

Ordinance No. ____
Page 3

PASSED AND ADOPTED this ____ day of _____, 2006.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

EXHIBIT A: Development Agreement No. 2006-01

000074

EXHIBIT - A

Recording Requested By
And When Recorded Return to:

CITY CLERK
CITY OF MOORPARK
799 Moorpark Avenue
Moorpark, California 93021
EXEMPT FROM RECORDER'S FEES
Pursuant to Government Code
§ 6103

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF MOORPARK
AND
BIRDSALL GROUP MOORPARK, LLC

000075

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5

DEVELOPMENT AGREEMENT

This Development Agreement ("the Agreement") is made and entered into on _____, by and between the CITY OF MOORPARK, a municipal corporation, (referred to hereinafter as "City") and, the owner of real property within the City of Moorpark generally referred to as Vesting Tentative Tract Map 5437 Birdsall Group Moorpark, LLC (referred to hereinafter individually as "Developer"). City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. **Recitals.** This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:
 - 1.1. Pursuant to Government Code Section 65864 et seq. and Moorpark Municipal Code chapter 15.40, City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property within its boundaries for the development of such property in order to establish certainty in the development process.
 - 1.2. Prior to approval of this Agreement, but after the approval of the Mitigated Negative Declaration (MND), Mitigation Measures, and Mitigation Monitoring and Reporting Program ("the MMRP") for the Project Approvals as defined in subsection 1.3 of this Agreement, the City Council of City ("the City Council") approved General Plan Amendment No. 2004-03 ("GPA 2004-03"), for approximately 42.4 acres of land within the City ("the Property"), as more specifically described in Exhibit "A" attached hereto and incorporated herein, and changed the zoning of the Property pursuant to Zone Change No. 2004-02 ("ZC 2004-02").
 - 1.3. GPA 2004-03, ZC 2004-02, Vesting Tentative Tract Map 5437 (Tract 5437) and Residential Planned Development Permit No. 2004-05 (RPD 2004-05) [collectively "the Project Approvals"; individually "a Project Approval"] provide for the development of the Property and the construction of certain off-site improvements in connection therewith ("the Project").
 - 1.4. By this Agreement, City desires to obtain the binding agreement of Developer to develop the Property in accordance with the Project Approvals and this Agreement. In consideration thereof, City agrees to

limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

- 1.5. By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Property in accordance with the Project Approvals and this Agreement. Developer anticipates developing the Property over a minimum of three (3) years. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and conditions imposed upon the development of the Property pursuant to the Project Approvals and this Agreement and to provide the public benefits and improvements specified in this Agreement.
 - 1.6. City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of City, as amended by GPA 2004-03.
 - 1.7. On April 25, 2006, the Planning Commission of City commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing recommended approval of the Agreement.
 - 1.8. On _____, 2006, the City Council commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing on _____, 2006, approved the Agreement by Ordinance No. _____ ("the Enabling Ordinance").
2. Property Subject To This Agreement. All of the Property shall be subject to this Agreement. The Property may also be referred to hereinafter as "the site" or "the Project".
 3. Binding Effect. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, each Party and each successive successor in interest thereto and constitute covenants that run with the Property. Whenever the terms "City" and "Developer" are used herein, such terms shall include every successive successor in interest thereto, except that the term "Developer" shall not include the purchaser or transferee of any lot within the Project that has been fully developed in accordance with the Project Approvals and this Agreement.
 - 3.1. Constructive Notice and Acceptance. Every person who acquires any right, title or interest in or to any portion of the Property except any lot within the Project that has been fully developed in accordance with the Project Approvals and this Agreement shall be, conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to the Agreement is contained in the instrument by which such person acquired such right, title or interest.
 - 3.2. Release Upon Transfer. Upon the sale or transfer of any of Developer's interest in any portion of the Property, that Developer shall be released

from its obligations with respect to the portion so sold or transferred subsequent to the operative date of the sale or transfer, provided that the Developer (i) was not in breach of this Agreement at the time of the sale or transfer and (ii) prior to the sale or transfer, delivered to City a written assumption agreement, duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement with respect to the sold or transferred portion of the Property. Failure to provide a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement. Nothing contained herein shall be deemed to grant to City discretion to approve or deny any such sale or transfer, except as otherwise expressly provided in this Agreement.

- 3.3. In the event of a partial assignment or transfer, the assumption agreement referenced in subsection 3.2 shall include provisions acceptable to the City to ensure that the phased construction of affordable housing units contemplated by Section 6.9 is achieved, regardless of the identity or number of developers of the Project.

4. Development of the Property. The following provisions shall govern the subdivision, development and use of the Property.
- 4.1. Permitted Uses. The permitted and conditionally permitted uses of the Property shall be limited to those that are allowed by the Project Approvals and this Agreement.
- 4.2. Development Standards. All design and development standards, including but not limited to density or intensity of use and maximum height and size of buildings, that shall be applicable to the Property are set forth in the Project Approvals and this Agreement.
- 4.3. Building Standards. All construction on the Property shall adhere to the Uniform Building Code, including the Fire Resistive Design Manual, the National Electrical Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings, the Uniform Code for Building Conservation and the Uniform Administrative Code in effect at the time the plan check or permit is approved and to any federal or state building requirements that are then in effect (collectively "the Building Codes").
- 4.4. Reservations and Dedications. All reservations and dedications of land for public purposes that are applicable to the Property are set forth in the Project Approvals and this Agreement.

5. Vesting of Development Rights.

- 5.1. Timing of Development. In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment.

In furtherance of the Parties intent, as set forth in this subsection, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property provided the Property is developed in accordance with the Project Approvals and this Agreement. Nothing in this subsection shall be construed to limit City's right to insure that Developer timely provides all infrastructure required by the Project Approvals, Subsequent Approvals, and this Agreement.

- 5.2. Amendment of Project Approvals. No amendment of any of the Project Approvals, whether adopted or approved by the City Council or through the initiative or referendum process, shall apply to any portion of the Property, unless the Developer has agreed in writing to the amendment.
- 5.3. Issuance of Subsequent Approvals. Applications for land use approvals, entitlements and permits, including without limitation subdivision maps (e.g. tentative, vesting tentative, parcel, vesting parcel, and final maps), subdivision improvement agreements and other agreements relating to the Project, lot line adjustments, preliminary and final planned development permits, use permits, design review approvals (e.g. site plans, architectural plans and landscaping plans), encroachment permits, and sewer and water connections that are necessary to or desirable for the development of the Project (collectively "the Subsequent Approvals"; individually "a Subsequent Approval") shall be consistent with the Project Approvals and this Agreement. For purposes of this Agreement, Subsequent Approvals do not include building permits.

Subsequent Approvals shall be governed by the Project Approvals and by the applicable provisions of the Moorpark General Plan, the Moorpark Municipal Code and other City ordinances, resolutions, rules, regulations, policies, standards and requirements as most recently adopted or approved by the City Council or through the initiative or referendum

process and in effect at the time that the application for the Subsequent Approval is deemed complete by City (collectively "City Laws"), except City Laws that:

- (a) change any permitted or conditionally permitted uses of the Property from what is allowed by the Project Approvals;
- (b) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the number of proposed buildings or other improvements from what is allowed by the Project Approvals.
- (c) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner, provided that all infrastructure required by the Project Approvals to serve the portion of the Property covered by the Subsequent Approval is in place or is scheduled to be in place prior to completion of construction;
- (d) are not uniformly applied on a City-wide basis to all substantially similar types of development projects or to all properties with similar land use designations;
- (e) control residential rents;
- (f) prohibit or regulate development on slopes with grades greater than 20 percent, including without limitation Moorpark Municipal Code Chapter 17.38 or any successor thereto, within the Property; or
- (g) modify the land use from what is permitted by the City's General Plan Land Use Element at the operative date of this Agreement or that prohibits or restricts the establishment or expansion of urban services including but not limited to community sewer systems to the Project.

5.4. Term of Subsequent Approvals. The term of any tentative map for the Property, or any portion thereof, shall expire ten (10) years after its approval or conditional approval or upon the expiration or earlier termination of this Agreement, whichever occurs first, notwithstanding the provisions of Government Code Section 66452.6(a) or the fact that the final map may be filed in phases. Developer hereby waives any right that it may have under the Subdivision Map Act, Government Code Section 66410 et seq., or any successor thereto, to apply for an extension of the time at which the tentative map expires pursuant to this subsection. No portion of the Property for which a final map or parcel map has been recorded shall be reverted to acreage at the initiative of City during the term of this Agreement.

The term of any Subsequent Approval, except a tentative map or subdivision improvement or other agreements relating to the Project, shall be one year; provided that the term may be extended by the decision maker for two (2) additional one (1) year periods upon application of the Developer holding the Subsequent Approval filed with City's Department of Community Development prior to the expiration of that Approval. Each such Subsequent Approval shall be deemed inaugurated, and no extension shall be necessary, if a building permit was issued and the foundation received final inspection by City's Building Inspector prior to the expiration of that Approval.

It is understood by City and Developer that certain Subsequent Approvals may not remain valid for the term of this Agreement. Accordingly, throughout the term of this Agreement, any Developer shall have the right, at its election, to apply for a new permit to replace a permit that has expired or is about to expire.

- 5.5. Modification Of Approvals. Throughout the term of this Agreement, Developer shall have the right, at its election and without risk to or waiver of any right that is vested in it pursuant to this section, to apply to City for modifications to Project Approvals and Subsequent Approvals. The approval or conditional approval of any such modification shall not require an amendment to this Agreement, provided that, in addition to any other findings that may be required in order to approve or conditionally approve the modification, a finding is made that the modification is consistent with this Agreement and does not alter the permitted uses, density, intensity, maximum height, size of buildings or reservations and dedications as contained in the Project Approvals.
- 5.6. Issuance of Building Permits. No building permit, final inspection or certificate of occupancy will be unreasonably withheld from Developer if all infrastructure required by the Project Approvals, Subsequent Approvals, and this Agreement to serve the portion of the Property covered by the building permit is in place or is scheduled to be in place prior to completion of construction and all of the other relevant provisions of the Project Approvals, Subsequent Approvals and this Agreement have been satisfied. Consistent with subsection 5.1 of this Agreement, in no event shall building permits be allocated on any annual numerical basis or on any arbitrary allocation basis.
- 5.7. Moratorium on Development. Nothing in this Agreement shall prevent City, whether by the City Council or through the initiative or referendum process, from adopting or imposing a moratorium on the processing and issuance of Subsequent Approvals and building permits and on the finalizing of building permits by means of a final inspection or certificate of occupancy, provided that the moratorium is adopted or imposed (i) on a City-wide basis to all substantially similar types of development projects

and properties with similar land use designations and (ii) as a result of a utility shortage or a reasonably foreseeable utility shortage, including without limitation a shortage of water, sewer treatment capacity, electricity or natural gas.

6. Developer Agreements.

- 6.1. Developer shall comply with (i) this Agreement, (ii) the Project Approvals, (iii) all Subsequent Approvals for which it was the applicant or a successor in interest to the applicant and (iv) the MMRP of the MND and any subsequent or supplemental environmental actions.
- 6.2. All lands and interests in land dedicated to City shall be free and clear of liens and encumbrances other than easements or restrictions that do not preclude or interfere with use of the land or interest for its intended purpose, as reasonably determined by City.
- 6.3. As a condition of the issuance of a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay City a development fee as described herein (the "Development Fee"). The Development Fee may be expended by City in its sole and unfettered discretion. On the operative date of this Agreement, the amount of the Development Fee shall be Nine-Thousand Two-Hundred Ninety-One Dollars (\$9,291.00) per residential unit and Forty-One-Thousand Eight-Hundred Twelve Dollars (\$41,812.00) per gross acre of institutional land on which the use is located. The fee shall be adjusted annually commencing one (1) year after the operative date of this Agreement by any increase in the Consumer Price Index (CPI) until all fees have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Anaheim/Riverside metropolitan area during the prior year. The calculation shall be made using the month which is four (4) months prior to the month in which this Agreement became effective (e.g., if this Agreement became effective in October, then the month of June is used to calculate the increase). In the event there is a decrease in the referenced Index for any annual indexing, the Development Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.
- 6.4. As a condition of the issuance of a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay City a traffic mitigation fee as described herein ("Citywide Traffic Fee"). The Citywide Traffic Fee may be expended by City in its sole and unfettered discretion. On the operative date of this Agreement, the amount of the Citywide Traffic Fee shall be Six-Thousand Five-Hundred Thirty-One Dollars (\$6,531.00) per residential unit, and Twenty-Nine-

Thousand, Three-Hundred Ninety-One Dollars (\$29,391.00) per acre of institutional land on which the institutional use is located. Commencing on January 1, 2008, and annually thereafter, the contribution amount shall be increased to reflect the change in the Caltrans Highway Bid Price Index for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year ("annual indexing"). In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

- 6.5. As a condition of issuance of a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay City a community services fee as described herein (Community Services Fee). The Community Services Fee may be expended by City in its sole and unfettered discretion. The amount of the Community Services Fee shall be Two-Thousand, Three-Hundred Forty-Nine Dollars (\$2,349.00) per residential unit, and Seven-Thousand Four-Hundred Thirty-Six Dollars (\$7,436.00) per gross acre of institutional land on which the institutional use is located. Commencing on January 1, 2008, and annually thereafter, the Community Services Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all Community Services Fees have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Anaheim/Riverside metropolitan area during the prior year. The calculation shall be made using the month of August over the prior month of August. In the event there is a decrease in the CPI for any annual indexing, the Community Services Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.
- 6.6. As a condition of the issuance of a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay City a Public Facilities fee as described herein (the "Public Facilities Fee"). The Public Facilities Fee may be expended by City in its sole and unfettered discretion. On the operative date of this Agreement, the amount of the Public Facilities Fee shall be Ten-Thousand Dollars (\$10,000.00) per residential unit. The fee shall be adjusted annually commencing one (1) year after the operative date of this Agreement by any increase in the Consumer Price Index (CPI) until all fees have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Anaheim/Riverside metropolitan area during the prior year. The calculation shall be made using the month which is four (4) months prior to the month in which this Agreement became effective (e.g., if this Agreement became effective in October, then the month of June is used to calculate the increase). In the

event there is a decrease in the referenced Index for any annual indexing, the Public Facilities Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.

- 6.7. Prior to the issuance of the building permit for each residential dwelling unit within the Property, Developer shall pay a fee in lieu of the dedication of parkland and related improvements (Park Fee). On the operative date of this Agreement, the amount of the Park Fee shall be Fifteen-Thousand Three-Hundred Forty-Eight Dollars (\$15,348.00) for each residential dwelling unit and Fifty Cents (\$0.50) per square foot of each building used for institutional purposes within the Property. The fee shall be adjusted annually commencing one (1) year after the operative date of this Agreement by any increase in the median price of single-family detached for-sale housing in Ventura County as most recently published by Data Quick (Housing Index). In the event there is a decrease in the Housing Index for any annual indexing, the Park Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.

In the event the Housing Index referred to above in this subsection is discontinued or revised, such successor index with which it is replaced shall be used in order to obtain substantially the same result as would otherwise have been obtained if the Housing Index had not been discontinued or revised.

Developer agrees that the above-described payments shall be deemed to satisfy the parkland dedication requirement set forth at California Government Code Section 66477 et seq. for the Property.

- 6.8. Provided that prior to recordation of the first final map for Tract 5437 or March 31, 2008, whichever is later, Ventura County Waterworks District No. 1 or any successor entity confirms that it has sufficient recycled water to serve the public and community owned landscaped areas within Tract 5437, then Developer shall construct appropriately sized water lines, pumping facilities, and storage facilities for recycled water consistent with the requirements of the City, Waterworks District No. 1 and Calleguas Water District. Said lines shall be installed prior to the final cap being placed on all streets. Developer shall provide service including payment of any connection and meter charges and shall use recycled water for medians and parkways for all public streets, and any other public and commonly owned landscaping and recreation areas. The amount of recycled water needed and areas to be irrigated by recycled water shall be determined by City at its sole discretion. The recycled water line(s) shall be installed for each City approved phase of development and the recycled water shall be in use prior to the first occupancy approval for each City approved phase of development if such recycled water is

available within one-half mile of the Property. Developer shall install dual water meters and services for all locations determined necessary by City at its sole discretion to insure that both potable and recycled water are available where restroom and drinking fountains are planned.

- 6.9. Developer shall pay a Thirty-Thousand Dollar (\$30,000.00) Affordable Housing Fee to fulfill a portion of the Affordable Housing requirement. The Fee shall be adjusted annually commencing one (1) year after the operative date of this Agreement by any increase in the median price of single-family detached for-sale housing in Ventura County as most recently published by Data Quick (Housing Index). In the event there is a decrease in the Housing Index for any annual indexing, the Affordable Housing Fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. The Affordable Housing Fee shall be paid prior to the occupancy of the 15th residential unit in Tract 5437.

In the event the Housing Index referred to above in this subsection is discontinued or revised, such successor index with which it is replaced shall be used in order to obtain substantially the same result as would otherwise have been obtained if the Housing Index had not been discontinued or revised.

Developer shall also provide one (1) four (4) bedroom and two bath single family detached unit with a minimum of 1,200 square feet to be sold to a buyer who meets the criteria for low income (80 percent or less of median income); and one (1) four (4) bedroom and two (2) bath single family detached unit with a minimum of 1,200 square feet to be sold to a buyer who meets the criteria for very low income (50 percent or less of median income). All single family detached units shall include a standard size two-car garage with roll-up garage door and a minimum driveway length of eighteen (18) feet measured from the back of sidewalk, meet minimum setback requirements of the City RPD zone, include concrete roof tiles, and other amenities typically found in moderate priced housing in the City (e.g., air conditioning/central heating, washer/dryer hookups, garbage disposal, built-in dishwasher, concrete driveway, automatic garage door opener). The duplex type units in Tracts 3841, 3070-2, 3070-3, 3070-4, 4170, and 5133 are considered to be single family detached units for the purposes of this subsection 6.9.

Subject to City's sole discretion, this obligation, in whole or part, may be met by providing attached for sale units in lieu of single family detached units at the ratio of one and one-half (1½) attached for sale unit for each single family detached unit. In the event such substitution results in any fraction of a unit, then the requirement shall be rounded up to the next higher whole number (e.g. the requirement of 3 single family detached units are met by 4½ attached for sale units, then 5 attached for sale units

are required). Each of the substituted units shall be at the income level of the units for which they are being substituted.

The attached for sale units shall provide the same number of bedrooms and bathrooms and contain all of the same amenities for a single family detached unit as described above, except the minimum driveway length.

Prior to acquiring any housing unit to meet the obligations of this subsection 6.9, Developer must first receive the written approval of City Manager or his/her authorized representative that the unit meets the requirements of this Development Agreement and any applicable Affordable Housing Agreement for Tract 5437. Developer agrees that lack of a written response from City as specified in subsection 7.7 of this Agreement is deemed a rejection of the Developer's request.

Developer may construct rather than purchase the housing units required of it pursuant to this subsection 6.9 so long as Developer meets all requirements of this Agreement and the proposed project and property on which the units are proposed to be constructed conform to the City's General Plan, Zoning Codes, and the Moorpark Municipal Code. Nothing in this Agreement requires City to consider a General Plan Land Use Amendment, Zone Change, or any other land use entitlement to allow or permit said proposed construction.

Developer further agrees that it has the obligation to provide the required number of housing units as specified above regardless of the cost to acquire or construct said housing units. Developer further agrees that City has no obligation to use eminent domain proceedings to acquire any of the required housing units and that this subsection 6.9 is specifically exempt from the requirements of subsection 7.2 of this Agreement.

Prior to recordation of the Final Map for this Project, the City Council in its sole and unfettered discretion shall approve an Affordable Housing Implementation and Resale Restriction Plan (Plan) that provides policies and guidelines to ensure that all of the required affordable housing units are provided consistent with this Agreement and applicable State laws and remains affordable for the longest feasible time. The Plan shall include but not be limited to the following items: Initial Purchase Price, market value, buyer eligibility, affordability and resale covenants and restrictions, equity share and second trust deed provisions, respective role of City and Developer, the responsibility of providing the affordable units by each developer in the event of successors and/or assigns to this Agreement, the final number of single family detached and single family attached units that shall be provided to meet Developer's affordable housing obligation, quality of and responsibility for selection of amenities and applicability of home warranties in the event Developer constructs

housing units or purchases newly constructed units from other developers/builders to meet all or a portion of its obligation and any other items determined necessary by the City. The Developer and City shall, prior to the occupancy of the first residential unit for the Project, execute an Affordable Housing Agreement that incorporates the Plan in total and is consistent with this Agreement. Developer shall pay the City's direct costs for preparation and review of the Affordable Housing Implementation and Resale Restriction Plan and the Affordable Housing Agreement up to a maximum of Ten-Thousand Dollars (\$10,000.00).

The one (1) low income unit and one (1) very low income unit shall be provided by Developer and occupied by qualified buyers (or at City's sole discretion sold to City) prior to occupancy of the 15th residential unit in Tract 5437.

All units shall meet the criteria of all applicable State laws to qualify as newly affordable to low income and very low income persons (in the quantity as specified in this Agreement) to satisfy a portion of the City's RHNA obligation and if within the Moorpark Redevelopment Agency project area to satisfy a portion of the Agency's affordable housing goals. None of the affordable units required by this Agreement shall duplicate or substitute for the affordable housing requirement of any other developer or development project. All subsequent approvals required of City under this subsection 6.9 shall be made at City's sole discretion. If any conflict exists between this Agreement and any Affordable Housing Agreement required by this Agreement or the conditions of approval for Vesting Tentative Tract Map No. 5437 and/or RPD No. 2004-5, then the Affordable Housing Agreement shall prevail.

All affordable housing units provided under this subsection 6.9 that received a final inspection prior to January 1, 2007, must conform to the Uniform Building Code in effect as of July 1, 1983. Developer shall pay at its sole cost and expense for a city selected contractor to perform a home inspection and/or occupancy inspection by the City Building Official, and Developer at its sole cost and expense shall make any needed corrections to conform to inspection reports and current building codes. At Developer's sole cost and expense, the roof shall be inspected by a city selected contractor and if necessary as determined by City at its sole discretion repaired or replaced by a city selected licensed roofing contractor and certified to have no less than a 20-year life. Developer at its sole cost and expense shall purchase a standard home warranty policy for a three-year period commencing on the date the unit is first sold to a qualified low or very low income household and shall include but not be limited to coverage of heating and air conditioning systems, automatic garage door opener, and all built-in appliances and include a deductible/service call amount of no more than One Hundred Dollars

(\$100.00) per service request. For these units, City may approve a composition shingle roof in lieu of a concrete tile roof if all other provisions of this subsection 6.9 are met. In no event shall a wood shake or shingle roof be approved.

For housing units constructed by Developer to meet its obligation under this subsection 6.9 or acquired by Developer that were not previously occupied (i.e. built after the Operative Date of this Agreement and either not previously occupied or occupied by a bona fide buyer for less than twelve months), Developer agrees to provide the same home warranties associated with other units in the same project as the constructed or purchased unit, or the maximum time required by State law, whichever is longer, but in no event less than ten (10) years. Developer agrees that all such warranties shall inure to the benefit of and be enforceable by the ultimate occupants of the low income and very low income units, and that all warranties by subcontractors and suppliers shall inure to the benefit of and be enforceable by such occupants. The qualified buyer (or City in lieu of a qualified buyer at its sole discretion) shall have the same choices of finish options as purchasers of other units in the project and final walk-through approval of condition of unit before close of sale. Any options provided to buyers of units shall be provided to buyer(s) of the required units including but not limited to color and style choices for carpeting and other floor coverings. Flooring selections shall be made within 10 days of Developer's request for selection.

In the event the monthly HOA fees exceed \$100.00, Developer shall deposit \$120.00 for each dollar or portion thereof of the monthly HOA fees that are in excess of \$100.00 into a City administered trust to assist with future HOA fees for each affected unit.

The Affordable Sales Price for the low-income buyers shall not exceed affordable housing cost, as defined in Sec. 50052.5(b) (2) of California Health and Safety Code. As provided in Section 50052.5(h) of the California Health and Safety Code, a family of five is considered appropriate for a four bedroom unit, so pricing is based on a household of 5 no matter what size household actually purchases the unit. The monthly "affordable housing cost" would be 30% times 70% of \$85,900, the current median income for a household of 5 in Ventura County, divided by 12. This monthly amount includes the components identified in Section 6920 of Title 25 of the California Code of Regulations shown below. (See Section 50052.5(c) of the Health and Safety Code.) The Affordable Sales Price for a low income household would be \$171,000 under current market conditions, based upon the following assumptions:

Low Income Buyer

Item	Detail	Amount
Affordable Sales Price		\$171,000
Down Payment	5% of Affordable Sales Price	\$8,550
Loan Amount	Affordable Sales Price less down payment	\$162,450
Interest Rate	6.25%	
Property Tax	1.25% of Initial Purchase Price	\$178/mo.
HOA		\$100/mo.
Fire Insurance		\$20/mo.
Maintenance		\$20/mo.
Utilities		\$209/mo.

The assumptions associated with the above purchase price figures for low income households include a 5% down payment, based on Affordable Sales Price of \$171,000, mortgage interest rate of 6.25%, no mortgage insurance, property tax rate of 1.25%, based on Affordable Sales Price, homeowners' association dues of \$100 per month, fire insurance of \$20 per month, maintenance costs of \$20 per month, and utilities of \$209 per month.

The Affordable Sales Price for the very low-income buyers shall not exceed affordable housing cost, as defined in Section 50052.5(b)(2) of California Health and Safety Code. As provided in Section 50052.5(h) of the California Health and Safety Code, a family of five is considered appropriate for a four bedroom unit, so pricing is based on a household of 5, no matter what size household actually purchases the unit. The monthly "affordable housing cost" would be 30% times 50% of \$85,900, the current median income for a household of 5 in Ventura County, divided by 12. This monthly amount includes the components identified in Section 6920 of Title 25 of the California Code of Regulations shown below. (See Section 50052.5(c) of the Health and Safety Code.) The Affordable Sales Price for a very low income household of 5 would be \$107,000 under current market conditions, based upon the following assumptions:

Very Low Income Buyer

Item	Detail	Amount
Affordable Sales Price		\$107,000
Down Payment	3% of Affordable Sales Price	\$5,350
Loan Amount	Affordable Sales Price less down payment	\$101,650
Interest Rate	6.25%	
Property Tax	1.25% of Affordable Sales Price	\$111/mo.
HOA		\$100/mo.
Fire Insurance		\$20/mo.
Maintenance		\$20/mo.
Utilities		\$209/mo.

The assumptions associated with the above purchase price figures for very low income households include a 5% down payment, based on Affordable Sales Price of \$107,000, mortgage interest rate of 6.25%, no mortgage insurance, property tax rate of 1.25%, based on Affordable Sales Price, homeowners' association dues of \$100 per month, fire insurance of \$20 per month, maintenance costs of \$20 per month, and utilities of \$209 per month.

Developer acknowledges that changes in market conditions may result in changes to the Affordable Sales Price, down payment amounts, mortgage interest rates, and other factors for both low income and very low income buyers. Furthermore, if "affordable housing cost", as defined in Section 50052.5 of California Health and Safety Code, should change in the future, the above guidelines will be modified. The Affordable Housing Implementation and Resale Restriction Plan shall address this potential change.

In the event the City, at its sole discretion purchases one or more of the units from Developer in lieu of a qualified buyer, the Affordable Sales Price shall be based on a household size of 5 persons, and consistent with all requirements of this subsection 6.9. Developer agrees that prior to and upon the sale of a required unit to a qualified buyer (or City in lieu of a qualified buyer as determined by City at its sole discretion), City may at its sole discretion take any actions and impose any conditions on said sale or subsequent sale of the unit to ensure ongoing affordability to low and very low income households and related matters. After the sale of a housing unit by Developer to a qualified buyer (or City in lieu of a qualified buyer as determined by City at its sole discretion), City, not Developer,

shall have sole responsibility for approving any subsequent sale of that housing unit.

Developer shall pay closing costs for each unit, not to exceed \$6,300. Beginning March 1, 2008, and on March 1st for each of fifteen subsequent years, the maximum \$6,300 to be paid for closing costs shall be increased annually by any percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles/Orange/Riverside metropolitan area during the prior year. The calculation shall be made using the month of December over the prior month of December. In the event there is a decrease in the CPI for any annual indexing, the amount due shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase. The referenced Developer funded closing costs shall be for the benefit of qualified buyers (or City in lieu of qualified buyers as determined by City at its sole discretion for one or more of the required units) in their acquisition of a unit from Developer not Developer's acquisition of a unit from one or more third parties. The Developer's escrow cost shall not exceed the then applicable maximum amount per unit regardless of the number of escrows that may be opened on a specific unit.

- 6.10. Developer agrees that the Mitigation Measures included in the City Council approved MND and MMRP, or subsequent environmental clearance document approved by the Council, set forth the mitigation requirements for air quality impacts. Developer agrees to pay to City an air quality mitigation fee, as described herein (Air Quality Fee), in satisfaction of the Transportation Demand Management Fund mitigation requirement for the Project. The Air Quality Fee may be expended by City in its sole discretion for reduction of regional air pollution emissions and to mitigate residual Project air quality impacts.

At the time the Fee is due, City may at its sole discretion require Developer to purchase equipment, vehicles, or other items, contract and pay for services, or make improvements for which Developer shall receive equivalent credit against Air Quality Fee payments or refund of previous payments.

The Air Quality Fee shall be One-Thousand Seven-Hundred Nine Dollars (\$1,709.00) per residential unit to be paid prior to the issuance of each building permit for the first residential unit in Tract 5437. Commencing on January 1, 2007, and annually thereafter the Air Quality Fee shall be adjusted by any increase in the Consumer Price Index (CPI) until all fees have been paid. The CPI increase shall be determined by using the information provided by the U.S. Department of Labor, Bureau of Labor Statistics, for all urban consumers within the Los Angeles/Anaheim/Riverside metropolitan area during the prior year. The calculation shall be made using the month of December over the prior

month of December. In the event there is a decrease in the CPI for any annual indexing, the fee shall remain at its then current amount until such time as the next subsequent annual indexing which results in an increase.

For institutional uses, the Air Quality Fee shall be calculated by the Director of Community Development consistent with the then applicable Ventura County Air Quality Management District URBEMIS Model prior to the first occupancy approval for each institutional use.

- 6.11. Developer hereby waives any right that it may have under California Government Code Section 65915 et. seq., or any successor thereto, or any other provision of Federal, State, or City laws or regulations for application or use of any density bonus that would increase the number of dwelling units approved to be constructed on the Property.
- 6.12. Developer agrees to cast affirmative ballots for the formation of one or more assessment districts and levying of assessments, for the maintenance of parkway and median landscaping, street lighting, including but not limited to all water and electricity costs, and if requested by the City Council, parks for the provision of special benefits conferred by same upon properties within the Project. Developer further agrees to form one or more property owner associations and to obligate said associations to provide for maintenance of parkway and median landscaping, street lighting, and if requested by the City Council, parks in the event the aforementioned assessment district is dissolved or altered in any way or assessments are reduced or limited in any way by a ballot election of property owners, or if the assessment district is invalidated by court action. Prior to recordation of the first final map for the Property, if required by City at its sole discretion, Developer shall also form one or more property owner associations to assume ownership and maintenance of open space land, trails, storm water detention and/or debris basins and related drainage facilities, landscaping, and other amenities, and to comply with the National Pollutant Discharge Elimination System (NPDES) requirements of the Project. The obligation of said property owner associations shall be more specifically defined in the conditions of approval of Tract 5437 and RPD 2004-05.
- 6.13. In addition to fees specifically mentioned in this Agreement, Developer agrees to pay all City capital improvement, development, and processing fees at the rate and amount in effect at the time the fee is required to be paid. Said fees include but are not limited to Library Facilities Fees, Police Facilities Fees, Fire Facilities Fees, drainage, entitlement processing fees, and plan check and permit fees for buildings and public improvements. Developer further agrees that unless specifically exempted by this Agreement, it is subject to all fees imposed by City at the operative date of this Agreement and such future fees imposed as

determined by City in its sole discretion so long as said fee is imposed on similarly situated properties.

- 6.14. Developer shall pay the Los Angeles Avenue Area of Contribution (AOC) fee for each residential lot and institutional use prior to the issuance of a building permit for each lot or use. The AOC fee shall be the dollar amount in effect at the time of issuance of the building permit for each residential lot and institutional use.
- 6.15. The street improvements for all streets scheduled for dedication to the City shall be designed and constructed by Developer to provide for a 50-year life as determined by the City Engineer.
- 6.16. Developer agrees that any fees and payments pursuant to this Agreement shall be made without reservation, and Developer expressly waives the right to payment of any such fees under protest pursuant to California Government Code Section 66020 and statutes amendatory or supplementary thereto. Developer further agrees that the fees it has agreed to pay pursuant to subsections 6.3, 6.5, 6.6 and 6.9 of this Agreement are not public improvement fees collected pursuant to Government Code Section 66006 and statutes amendatory or supplementary thereto and that for purposes of Government Code Section 65865(e) and statutes amendatory or supplementary thereto.
- 6.17. Developer agrees to comply with Section 15.40.150 of the Moorpark Municipal Code and any provision amendatory or supplementary thereto for annual review of this Agreement and further agrees that the annual review shall include evaluation of its compliance with the approved MND and MMRP.
- 6.18. Developer agrees to provide City with cash deposits as City may require at its sole discretion to pay all City and related costs for the proceedings and related services for possible formation of a District as referenced in subsection 7.6 of this Agreement, which may be required to be paid prior to formation of a District, or in the event a District is not formed, after the commencement of proceedings related thereto. Said costs may include but are not limited to attorney fees, engineering fees, City staff costs, and City overhead expenses of fifteen percent (15%) on all out of pocket and professional service costs.

Developer further agrees that City may at its sole discretion select the bond counsel, underwriter, financial advisor and any other professional service provider City deems necessary to process the possible formation of a District.

- 6.19. Developer agrees that any election to acquire property by eminent domain shall be at City's sole discretion, and only after compliance with

all legally required procedures including but not limited to a hearing on a proposed resolution of necessity.

- 6.20. On the operative date of this Agreement, Developer shall pay all outstanding City processing costs related to preparation of this Agreement, Project Approvals, and MND.
- 6.21. In the event any of the "referenced Index" or "CPI" referred to in any portion of Section 6 above, are discontinued or revised, such successor index with which the "CPI" and or "referenced Index" are replaced shall be used in order to obtain substantially the same result as would otherwise have been obtained if either or both the "CPI" and "referenced Index" had not been discontinued or revised.

7. City Agreements.

- 7.1. City shall commit reasonable time and resources of City staff to work with Developer on the expedited and parallel processing of applications for Subsequent Approvals for the Project area and shall use overtime and independent contractors whenever possible. Developer shall assume any risk related to, and shall pay the additional costs incurred by City for, the expedited and parallel processing.
- 7.2. If requested in writing by Developer and limited to City's legal authority, City at its sole discretion shall proceed to acquire, at Developer's sole cost and expense, easements or fee title to land in which Developer does not have title or interest in order to allow construction of public improvements required of Developer including any land which is outside City's legal boundaries. The process shall generally follow Government Code Section 66462.5 et seq. and shall include the obligation of Developer to enter into an agreement with City, guaranteed by cash deposits and other security as the City may require, to pay all City costs including but not limited to, acquisition of the interest, attorney fees, appraisal fees, engineering fees, City staff costs, and City overhead expenses of fifteen percent (15%) on all out-of-pocket costs.
- 7.3. The City Manager is authorized to sign an early grading agreement on behalf of City to allow rough grading of the Project prior to City Council approval of a final subdivision map. Said early grading agreement shall be consistent with the conditions of approval for Tract 5437 and RPD 2004-05 and contingent on City Engineer and Director of Community Development acceptance of a Performance Bond in a form and amount satisfactory to them to guarantee implementation of the erosion control plan and completion of the rough grading and construction of on-site and off-site improvements. In the case of failure to comply with the terms and conditions of the early grading agreement, the City Council may by resolution declare the surety forfeited.

- 7.4. City agrees that whenever possible as determined by City in its sole discretion to process concurrently all land use entitlements for the same property so long as said entitlements are deemed complete.
- 7.5. City agrees that the Park Fee required under subsection 6.7. of this Agreement meets Developer's obligation for park land dedication provisions of state law and City codes.
- 7.6. City agrees that upon receipt of a landowners' petition by Developer and Developer's payment of a fee, as prescribed in California Government Code Section 53318, as well as payment for costs described in subsection 6.18 of this Agreement, City shall commence proceedings to form a Mello-Roos Community Facilities District ("District") and to incur bonded indebtedness to finance all or portions of the public facilities, infrastructure and services that are required by the Project and that may be provided pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act"); provided, however, the City Council, in its sole and unfettered discretion, may abandon establishment of the District upon the conclusion of the public hearing required by California Government Code Section 53321 and/or deem it unnecessary to incur bonded indebtedness at the conclusion of the hearing required by California Government Code Section 53345.

The purpose of any such District may also include fees for funding public facilities, infrastructure and services that are required by the Project to the extent permitted by the Act as determined by bond counsel for the District's bond indebtedness financing. City may select and retain bond counsel, engineers, underwriters, financial advisors and any other professional service providers it deems necessary at its sole discretion to conduct proceedings and related services for possible formation of a District. City further agrees that, to the extent permitted by the Act as determined by bond counsel, Developer may be reimbursed for costs advanced by Developer for formation and related proceedings.

In the event that a District is formed, the special tax levied against any residential lot or residence thereon shall afford the buyer the option to prepay the special tax in full prior to the close of escrow on the initial sale of the developed lot by the builder of the residence.

- 7.7. The City agrees to appoint an affordable housing staff person to oversee the implementation of the affordable housing requirements for the Property required herein for the duration such units are required to be maintained as affordable consistent with the provisions of subsection 6.9 of this Agreement and the Purchase and Sale Agreement.

City agrees that upon receipt of Developer's written request to acquire a housing unit to meet its obligation under subsection 6.9 of this

Agreement, the City Manager, or his/her authorized representative, shall respond within thirty (30) calendar days accepting or rejecting the housing unit. Failure to respond within the specified time shall be deemed as rejection of said unit.

City further agrees Developer may construct rather than purchase the housing units required by subsection 6.9 of the Agreement so long as Developer meets all requirements of this Agreement and the proposed project. The property on which the units are proposed to be constructed must be consistent with the City's General Plan, Zoning Codes, and the Moorpark Municipal Code.

- 7.8. City shall facilitate the reimbursement to Developer of any costs incurred by Developer that may be subject to partial reimbursement from other developers as a condition of approval of a tract map development permit or development agreement with one or more other developers.
8. Supersession of Agreement by Change of Law. In the event that any state or federal law or regulation enacted after the date the Enabling Ordinance was adopted by the City Council prevents or precludes compliance with any provision of the Agreement, such provision shall be deemed modified or suspended to comply with such state or federal law or regulation, as reasonably determined necessary by City.
9. Demonstration of Good Faith Compliance. In order to ascertain compliance by Developer with the provisions of this Agreement, the Agreement shall be reviewed annually in accordance with Moorpark Municipal Code Chapter 15.40. of City or any successor thereof then in effect. The failure of City to conduct any such annual review shall not, in any manner, constitute a breach of this Agreement by City, diminish, impede, or abrogate the obligations of Developer hereunder or render this Agreement invalid or void. At the same time as the referenced annual review, City shall also review Developer's compliance with the MMRP.
10. Authorized Delays. Performance by any Party of its obligations hereunder, other than payment of fees, shall be excused during any period of "Excusable Delay", as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Parties as soon as possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) act of God; (b) civil commotion; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (e) damage to work in progress by reason of fire, flood, earthquake or other casualty; (f) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (g) delay caused by a restriction imposed or mandated by a governmental entity other than City; or (h) litigation brought by a third party

attacking the validity of this Agreement, a Project Approval, a Subsequent Approval or any other action necessary for development of the Property.

11. Default Provisions.

11.1. Default by Developer. The Developer shall be deemed to have breached this Agreement if it:

- (a) practices, or attempts to practice, any fraud or deceit upon City; or willfully violates any order, ruling or decision of any regulatory or judicial body having jurisdiction over the Property or the Project, provided that Developer may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no breach of this Agreement shall be deemed to have occurred unless and until there is a final adjudication adverse to Developer; or
- (b) fails to make any payments required under this Agreement; or
- (c) materially breaches any of the provisions of the Agreement.

11.2. Default by City. City shall be deemed in breach of this Agreement if it materially breaches any of the provisions of the Agreement.

11.3. Content of Notice of Violation. Every notice of violation shall state with specificity that it is given pursuant to this subsection of the Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. Every notice shall include a period to cure, which period of time shall not be less than ten (10) days from the date that the notice is deemed received, provided if the defaulting party cannot reasonably cure the breach within the time set forth in the notice such party must commence to cure the breach within such time limit and diligently effect such cure thereafter. The notice shall be deemed given on the date that it is personally delivered or on the date that it is deposited in the United States mail, in accordance with Section 20 hereof.

11.4. Remedies for Breach. The Parties acknowledge that remedies at law, including without limitation money damages, would be inadequate for breach of this Agreement by any Party due to the size, nature and scope of the Project. The Parties also acknowledge that it would not be feasible or possible to restore the Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that the remedies for breach of the Agreement shall be limited to the remedies expressly set forth in this subsection. Prior to pursuing the remedies set forth herein, notice and an opportunity to cure shall be provided pursuant to subsection 11.3 herein.

The remedies for breach of the Agreement by City shall be injunctive relief and/or specific performance.

The remedies for breach of the Agreement by Developer shall be injunctive relief and/or specific performance. In addition, if the breach is of subsections 6.9, 6.10, 6.12, 6.13, 6.14, 6.16, 6.17, and 6.18 of this Agreement, City shall have the right to withhold the issuance of building permits to Developer throughout the Project from the date that the notice of violation was given pursuant to subsection 11.3 hereof until the date that the breach is cured as provided in the notice of violation.

Nothing in this subsection shall be deemed to preclude City from prosecuting a criminal action against any Developer who violates any City ordinance or state statute.

12. Mortgage Protection. At the same time that City gives notice to Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Property in which Developer has a legal interest ("Financier"), provided that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this section. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit.

Each Financier that has given prior notice to City pursuant to this section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within fifteen (15) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier shall have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within fifteen (15) days after receipt of the notice from City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein.

Notwithstanding any cure by Financier, this Agreement shall be binding and effective against the Financier and every owner of the Property, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

13. Estoppel Certificate. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, and (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. City

acknowledges that a certificate may be relied upon by successors in interest to the Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

14. Administration of Agreement. Any decision by City staff concerning the interpretation and administration of this Agreement and development of the Property in accordance herewith may be appealed by the Developer to the City Council, provided that any such appeal shall be filed with the City Clerk of City within ten (10) days after the affected Developer receives notice of the staff decision. The City Council shall render its decision to affirm, reverse or modify the staff decision within thirty (30) days after the appeal was filed. The Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this section.
15. Amendment or Termination by Mutual Consent. In accordance with the provisions of Chapter 15.40 of the Moorpark Municipal Code of City or any successor thereof then in effect, this Agreement may be amended or terminated, in whole or in part, by mutual consent of City and the affected Developer.
 - 15.1. Exemption for Amendments of Project Approvals. No amendment to a Project Approval shall require an amendment to this Agreement and any such amendment shall be deemed to be incorporated into this Agreement at the time that the amendment becomes effective, provided that the amendment is consistent with this Agreement and does not alter the permitted uses, density, intensity, maximum height, size of buildings or reservations and dedications as contained in the Project Approvals.
16. Indemnification. Developer shall indemnify, defend with counsel approved by City, and hold harmless City and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, Developer's performance pursuant to this Agreement.

Developer shall indemnify, defend with counsel approved by City, and hold harmless City and its officers, employees and agents from and against any action or proceeding to attack, review, set aside, void or annul this Agreement, or any provision thereof, or any Project Approval or Subsequent Approval or modifications thereto, or any other subsequent entitlements for the project and including any related environmental approval.
17. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.
18. Operative Date. This Agreement shall become operative on the date the Enabling Ordinance becomes effective pursuant to Government Code Section 36937.
19. Term. This Agreement shall remain in full force and effect for a term of twenty (20) years commencing on its operative date or until the close of escrow on the initial

sale of the last Affordable Housing Unit required by subsection 6.9, whichever occurs last, unless said term is amended or the Agreement is sooner terminated as otherwise provided herein.

Expiration of the term or earlier termination of this Agreement shall not automatically affect any Project Approval or Subsequent Approval that has been granted or any right or obligation arising independently from such Project Approval or Subsequent Approval.

Upon expiration of the term or earlier termination of this Agreement, the Parties shall execute any document reasonably requested by any Party to remove this Agreement from the public records as to the Property, and every portion thereof, to the extent permitted by applicable laws.

Developer and City agree that nineteen (19) years and six (6) months after the operative date of this Agreement the City, at its sole discretion, may require Developer to pay all fees required by subsections 6.3, 6.4, 6.5, 6.6, 6.7, 6.9, 6.10 and 6.14 of this Agreement for all remaining lots of Tract 5437, whether or not they have been created as part of a Final Map. This is intended to insure that City has received or is guaranteed to receive the fee payments required by the subsections referenced above for twenty-one (21) lots.

20. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed received when personally delivered or upon the third (3rd) day after deposit in the United States mail, registered or certified, postage prepaid, return receipt requested, to the Parties at the addresses set forth in Exhibit "B" attached hereto and incorporated herein.

Any Party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

21. Entire Agreement. This Agreement and those exhibits and documents referenced herein contain the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

22. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

24. Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Parties in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.
25. No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person shall have any right of action based upon any provision of this Agreement.
26. Recordation of Agreement and Amendments. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Ventura by the City Clerk of City within the period required by Chapter 15.40 of the Moorpark Municipal Code of City or any successor thereof then in effect.
27. Cooperation Between City and Developer. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.
28. Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Project Approvals or the Subsequent Approvals, the provision of this Agreement shall prevail. Should any provision of the Implementation Plan be found to be in conflict with any provision of this Agreement, the provisions of the Implementation Plan shall prevail.
29. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.
30. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Ventura, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Ventura.
31. Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof.

32. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, and City of Moorpark have executed this Development Agreement on the date first above written.

CITY OF MOORPARK

Patrick Hunter
Mayor

OWNER/DEVELOPER

**Birdsall Group Moorpark, LLC
A California limited liability company**

EXHIBIT "A"

(LEGAL DESCRIPTION OF TRACT NO. 5437 BOUNDARY)

EXHIBIT "B"

ADDRESSES OF PARTIES

To City:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

To Developer:

Birdsall Group Moorpark, LLC.
2300 Alessandro Drive
Ventura, CA 93001
Attn: Scott Birdsall

RESOLUTION NO. 2006-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, APPROVING VESTING TENTATIVE TRACT MAP NO. 5437 AND RESIDENTIAL PLANNED DEVELOPMENT (RPD) NO. 2004-05 FOR THE DEVELOPMENT OF SIXTEEN (16) HOMES, FIVE (5) CUSTOM HOME LOTS, AND ONE OPEN SPACE LOT ON 42.4 ACRES, LOCATED EAST OF WALNUT CANYON ROAD AT CHAMPIONSHIP DRIVE, ON THE APPLICATION OF BIRDSALL GROUP, LLC.

WHEREAS, on November 22, 2005, the Planning Commission adopted Resolution No. PC-2005-493 recommending approval to the City Council of Vesting Tentative Tract Map No. 5437, and Residential Planned Development No. 2004-05 for the development of sixteen (16) homes, five (5) custom home lots and one open space lot on 42.4 acres, located east of Walnut Canyon Road at Championship Drive, on the application of Birdsall Group, LLC (Assessor Parcel Nos. 500-0-240-016 and 500-0-240-025; and

WHEREAS, at a duly noticed public hearing on May 17, 2006, the City Council considered the agenda report for Vesting Tentative Tract Map No. 5437, and Residential Planned Development No. 2004-05 and any supplements thereto and written public comments; opened the public hearing and took and considered public testimony both for and against the proposal and reached a decision on this matter; and

WHEREAS, the City Council has read, reviewed considered, and adopted the proposed Mitigated Negative Declaration prepared for the project referenced above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. SUBDIVISION MAP ACT FINDINGS: Based on the information set forth in the staff report(s) and accompanying maps and studies the City Council has determined that the Vesting Tentative Tract Map No. 5437, with imposition of the attached Special and Standard Conditions of Approval, meets the requirements of California Government Code Sections 66473.5, 66474, 66474.6, and 66478.1 et seq., in that:

- A. The proposed map would be consistent with the City of Moorpark General Plan and Zoning Ordinance if amended by General Plan Amendment No. 2004-03 and Zone Change No. 2004-02 to allow for a Residential Planned Development at a density up to one (1) unit per acre.

- B. The design and improvements of the proposed subdivision are consistent with the City of Moorpark General Plan if amended by General Plan Amendment No. 2004-03 and Zone Change No. 2004-03 for a Residential Planned Development to allow for a density up to one (1) unit per acre.
- C. The site is physically suitable for the type of development proposed in that the site can be engineered to allow for all required utilities to be brought to the site, adequate ingress and egress can be obtained, and the site can be provided with public and emergency services.
- D. The site is physically suitable for the proposed density of development of one (1) unit per acre, in that all City Development standards would be met by the proposed project while preserving 19.63 acres of the project site as open space.
- E. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage, in that all potential impacts would be mitigated through project design or conditions including restoration of a 2.2 acre area of Coastal Sage Scrub habitat.
- F. The design of the subdivision and the type of improvements are not likely to cause serious public health problems, in that adequate sanitation is both feasible and required as a condition of this development.
- G. The design of the subdivision and the type of improvements will not conflict with easements acquired by the public at large, for access through, or use of the property within the proposed subdivision, in that reciprocal access easements for improvements between Tract 5045 (Pardee) to the east and the site have been identified and incorporated in the design of this project.
- H. There will be no discharge of waste from the proposed subdivision into an existing community sewer system in violation of existing water quality control requirements under Water Code Section 13000 et seq.
- I. The proposed subdivision does not contain or front upon any public waterway, river, stream, coastline, shoreline, lake, or reservoir, in that it is located on a hilly site at elevations between 770 and 900 feet, away from any public waterways.

SECTION 2. PLANNED DEVELOPMENT FINDINGS: Based upon the information set forth in the staff report(s), accompanying studies, and oral and written public testimony, the City Council makes the following findings in accordance with City of Moorpark, Municipal Code Section 17.44.040:

- A. The proposed project site design, including structure location, size, height, setbacks, massing, scale, architectural style and colors, and landscaping is consistent with the provisions of the City's General Plan and Zoning Ordinance, if amended by General Plan Amendment No. 2004-03 and

Zone Change No. 2004-02, in that the proposed project will provide for the orderly development of land identified in the City's General Plan and Zoning Ordinance as appropriate for residential development.

- B. The site design of the proposed project would not create negative impacts on or impair the utility of properties, structures or uses in the surrounding area, in that the use proposed is similar to uses existing or proposed to the north, south, east and west, and access to adjacent uses is not hindered by this project; and reciprocal access easements will be provided between the project site and the sites to the east.
- C. The proposed project is compatible with existing and permitted uses in the surrounding area, in that the surrounding existing and future development includes a variety of single-family detached homes and open space.

SECTION 3. CITY COUNCIL APPROVAL: The City Council approves:

- A. Vesting Tentative Tract No. 5437 subject to the special and standard Conditions of Approval included in Exhibit A, attached hereto and incorporated herein by reference; and
- B. Residential Planned Development No. 2004-05, subject to the special and standard Conditions of Approval included in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 4. The effective date of Vesting Tentative Map No. 5437 and Residential Planned Development No. 2004-03 shall be concurrent with the effective date of the Ordinance for Zone Change No. 2004-02 and the Ordinance for Development Agreement No. 2006-01, whichever occurs last.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 17th day of May, 2006.

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit A – Special and Standard Conditions of Approval for Vesting Tentative Tract Map No. 5437 and Residential Planned Development Permit No. 2004-05

000107

EXHIBIT A

SPECIAL AND STANDARD CONDITIONS OF APPROVAL FOR VESTING TENTATIVE TRACT MAP NO. 5437 AND RESIDENTIAL PLANNED DEVELOPMENT PERMIT NO. 2004-05

SPECIAL CONDITIONS FOR VESTING TENTATIVE TRACT MAP NO. 5437

Planning Division Special Conditions

1. Vesting Tentative Tract Map No. 5437 is approved per the submitted tentative map as modified by the conditions contained in this resolution.
2. Up to a maximum of twenty-one (21) residential lots may be developed under this entitlement.
3. If street improvements along Walnut Canyon Road are not completed by others, the applicant shall fully improve Walnut Canyon Road along the east side of the street from the southern property line of the project site north to the northern city limits, including an improved transition area beyond the northern city limits, with the street improvement plan being submitted to the City Engineer and Community Development Director for review and approval prior to the issuance of residential building permits. The street improvements outlined above shall be implemented prior to the occupancy of any residential units on the project site.
4. The existing driveway off of Walnut Canyon Road shall be used solely for emergency access and shall have a decorative driveway constructed with an electric gate that only opens out to Walnut Canyon Road. A plan for the design and operation of the gate shall be submitted for review and approval of the Community Development Director and shall be constructed prior to the issuance of any residential building permits.
5. The Tract Map shall show a 200' deep setback between the residential development areas of Lots 1 and 17 and the agricultural land on the adjacent property to the north within the unincorporated area of the County of Ventura. The Final Map shall include a restricted use easement over this area which, shall restrict the construction of any structures intended for human habitation prior to the approval of the Final Map. Structures for non-human habitation, including but not limited to patios, gazebos, horse barns, tack rooms, horse stalls and riding arenas; may be allowed upon the determination and approval of the Community Development Director on a case by case basis. The future property owners of Lots 1 and 17 shall be required to sign an acknowledgement of agreement of the above factors prior to occupancy of any approved residential dwelling unit.

6. The following lots of Vesting Tentative Tract Map No. 5437: One (1) through Nine (9) and lot Seventeen (17) shall be served with multi-purpose (hike/bike/equestrian) trails which shall be placed along both sides of the private "A" Street, from the eastern project boundary to its intersection with "B" Street and shall be constructed out of decomposed granite at a minimum of ten feet (10') in width and shall also be placed to the back of lots Four (4) through Eight (8), to the north side of lot Nine (9) and in the front of lots One (1) through Three (3) and lot Seventeen (17). The Covenants, Conditions and Restrictions shall prohibit the keeping of equine, bovine and cleft hooped animals on Lots Ten (10) through Sixteen (16) and lots Eighteen (18) through Twenty-One (21). The multi-purpose trail plan shall be submitted for review and approval of the Community Development Director and the approved multi-purpose trail plan shall be shown on the Final Map prior to approval of the Final Map.
7. All future property owners of lots within Tract 5437 shall be required to sign an acknowledgement that all properties located within Tract 5437 have been created at substantial sizes which allow the accommodation of various forms of animal keeping, including but not limited to horse keeping.
8. All multi-purpose trails shall be separated from vehicular traffic by the construction of a tan concrete fence with wood grain appearance at a maximum height of five feet and with three horizontal cross members subject to the review and approval of the Community Development Director.
9. Prior to the approval of the Final Map, the applicant shall enter into an agreement to participate in the development and maintenance agreements of the Homeowners Association of Planning Areas 8&9 in Tract No. 5045 and contribute a pro-rated share towards the cost for streets and drainage purposes to the satisfaction of the City Attorney, City Engineer and Community Development Director. The multi-purpose trails located throughout Tentative Tract Map No. 5437, shall be maintained by the Homeowner's Association.
10. Prior to the approval of the Final Map, the applicant shall offer to irrevocably dedicate a conservation easement to the City of Moorpark over the areas shown as open space on the Tentative Tract Map No. 5437, to the satisfaction of the City Engineer and Community Development Director.
11. The multi-purpose trail, trail fencing, private streets, driveway and driveway gate for the emergency access off of Walnut Canyon Road, fuel modification areas and common area slopes, drainage facilities including all NPDES requirements and dissipation and detention structures, and the open space slope areas shall all be maintained by the Homeowners Association.

12. All conditions of Residential Planned Development Permit No. 2004-05 shall apply to this Vesting Tentative Tract Map No. 5437.

Engineering Department Special Conditions

GRADING

13. Project soil quantities shall balance. No soil shall be moved to or from this project for grading purposes.
14. The soils report for this project specifies offsite grading for the remediation of geotechnical conditions. Letters of permission for offsite grading and any temporary construction and/or permanent easements shall be provided to the City Engineer prior to approval of the grading plans.
15. No buildings shall be constructed within 50 feet on each side of any known active or potentially active fault.
16. The developer shall submit a project specific geotechnical report for review and approval by the City Engineer.

PUBLIC AND PRIVATE STREETS

17. Existing driveway at the westerly portion of property shall be for the sole purpose of emergency access only.
18. The existing driveway to be used as emergency access only, shall have a decorative gate equipped with fire department approved locks, which shall be installed westerly of the proposed fire department turnaround.
19. The Streets "A" and "B" and the Street indicated as "C" Drive, on Vesting Tentative Tract Map No. 5437, must be designed and built to Ventura County Road condition standard plans to the satisfaction of the City Engineer and the Director of Community Development.

DRAINAGE AND HYDROLOGY

20. A sump condition is proposed on "B" Street and must be shown that 100-year protection of habitable areas assuming the inlet catch basins in the street clogs 100%. This will require a secondary emergency outlet for the sump waters which will provide a minimum of 1.0 foot freeboard between the maximum water surface elevation and the minimum adjacent finish floor elevation. This emergency outlet system must direct overflows to either a downstream street with adequate capacity or other acceptable downstream conveyance system. Point of discharge must be analyzed with regard to prevention of downstream problems. A sump condition exists whenever water ponds and the inlet is located at a low point and by-

pass flow does not occur until right-of-way width flooding/ponding occurs in the street.

21. The proposed storm drain pipe system outletting easterly of proposed lot 8 shall include a dissipator structure and rip-rap pad for hydraulic energy and velocity scour reduction.
22. The proposed trapezoidal channel located on the easterly boundary of the project shall be concrete channel or alternative channel design that addresses and mitigates erosive conditions and shall be approved by the City Engineer and shall be designed in accordance with Ventura County Watershed Protection District Standards.
23. The applicant must show legal ability to use and benefit from and show mechanism to in part or whole maintain the drainage basin known as existing Permanent Basin M-24 on Tract 5045 and associated facilities located for water quality and detention purposes and must be provided prior to approval of grading plan and filing of Final Map.
24. All existing and proposed offsite drainage improvements intended to be used and benefited as part of this project must be shown capable of properly conveying all tributary flows and must be submitted for review to the City Engineer.
25. To avoid the sky-lining of houses and to protect the ridgeline viewshed as observed from valley floors, a building restriction setback shall be placed towards the rear of Lots 17, 18, 19, 20 and 21 indicating that there shall not be any above ground structures above ten (10) feet in height allowed within a 35-foot setback distance as measured easterly away from the finished elevation of 930 feet behind the custom lots. The Final Map shall include a restricted use easement over this area which, shall restrict the construction of any above ground structures above ten (10) feet in height allowed within a 35-foot setback distance as measured easterly away from the finished elevation of 930 feet behind the custom lots, prior to the approval of the Final Map. The future property owners of Lots 17, 18, 19, 20 and 21 shall be required to sign an acknowledgement of agreement of the above factors prior to occupancy of any approved residential dwelling unit. These restrictions shall be made a part of the CC & R's.

**SPECIAL CONDITIONS FOR RESIDENTIAL PLANNED DEVELOPMENT
2004-05**

Planning Department Special Conditions

1. Residential Planned Development No. 2004-05 is approved per the submitted site plan as modified by the conditions contained in this resolution.

2. All conditions of Vesting Tentative Tract Map No. 5437 shall apply to this Residential Planned Development permit.
3. Single family residences shall comply with the following setback criteria:
 - a. Front yards shall have a minimum depth of thirty (30) feet;
 - b. Side yards shall have a minimum width of ten (10) feet on each side, (with a ten (10) foot clear to sky side yard on the driveway/garage side of the lot with no architectural projections into this side yard to allow for ingress and egress of the rear yard for transport of materials associated with animal keeping);
 - c. Rear yards shall have a minimum depth of twenty (20) feet.
4. In accordance with the requirements of the Mitigation Monitoring and Reporting Program the applicant shall submit a Coastal Sage Scrub Habitat Restoration Plan for the restoration of a minimum of 2.2 acres of Coastal Sage Scrub Habitat on the western side of the site to the satisfaction of the Community Development Director. The applicant shall pay a contribution of \$9,000.00 to the City to cover the costs for monitoring restoration of the Coastal Sage Scrub Habitat for the full and complete restoration time period which if extended shall require further payment. The Coastal Sage Scrub Habitat restoration shall be completed and the five year monitoring time period shall begin at the time of the occupancy of the fifteenth (15th) unit.
5. The applicant shall replace trees on the site in an amount equal to the appraised value of the removed trees, as identified in a Tree Report. Should there not be sufficient space to replace the required trees, or should appropriate trees not be available, the applicant shall pay to the City of Moorpark an amount equal to the difference between the appraised amount and the value of the trees planted on site.
6. All of the trees on the property shall be reviewed for preservation and/or relocation to ensure substantial compatibility with the natural open space which shall be re-vegetated with naturally occurring plant materials Landscaping and tree replacement plans shall be reviewed and approved by the Community Development Director prior to the issuance of building permits.
7. Prior to the issuance of building permits, a 100-foot deep fuel modification area shall be incorporated into the project's design and shall be implemented on the project site to the south and west of the habitable structures on the top of the development area of the site as required by the Ventura County Fire Department.
8. The fuel modification zone as shown on the Tentative Tract Map No. 5437 behind Lots 21, 20, 19, and 18, shall be continued north behind the pad area of Lot 17.

9. The pad areas of Lots 1, 2, 3 and 17 shall be contour graded with the grading plan submitted for review and approval of the City Engineer and the Community Development Director prior to the issuance of grading permits.
10. The grading to be performed for the creation of all 21 development pads shall occur at one time to ensure that the earthwork quantities are balanced on site, with the rough grading plan being submitted for review and approval of the City Engineer and Community Development Director, prior to the issuance of grading permits.
11. An Administrative Permit shall be required for each custom home on Lots 17 through 21 prior to the issuance of building permits for these properties.
12. Each architectural style shall be utilized in at least two of the homes to be built and the single story plan shall be utilized in at least four of the homes to be built and each architectural style shall have three color schemes, especially selected to accentuate the style so that the variety of floor plans, architectural styles, and color schemes result in a neighborhood of compatible homes but lacking the repetition often found in residential tract homes, with the final design layout to be submitted for review and approval of the Community Development Director prior to the issuance of building permits.
13. The driveway access to Lots 16 and 17 shall be redesigned to take access directly off of the northern cul-de-sac of "B" Street and a final plan demonstrating driveway access to Lots 16 and 17 shall be submitted to the City Engineer and Community Development Director for review and approval prior to the issuance of building permits on these lots.
14. The driveway access to Lot 4 shall be reoriented so that access is not located within the corner of the intersection of "A" Street and "B" Street, and a final plan demonstrating driveway access shall be submitted to the City Engineer and Community Development Director for review and approval prior to the issuance of building permits on this lot.

**STANDARD CONDITIONS OF APPROVAL
FOR SUBDIVISIONS AND PLANNED DEVELOPMENTS**

A. *The following conditions shall be required of all projects:*

GENERAL REQUIREMENTS

1. Within thirty (30) calendar days of approval of this entitlement, the applicant shall sign and return to the Planning Division an Affidavit of Agreement and Notice of Entitlement Permit Conditions of Approval, indicating that the applicant has read and agrees to meet all Conditions of Approval of this entitlement. The Affidavit of Agreement/Notice shall include a legal description of the subject property, and have the appropriate notary acknowledgement suitable for recordation.
2. The Final Map shall include the final Conditions of Approval and a reference to the adopted City Council resolution in a format acceptable to the Community Development Director.
3. This Vesting Tentative Tract Map No. 5437 shall expire three (3) years from the date of its approval. The Community Development Director may, at his/her discretion, grant up to two (2) additional one-year extensions for map recordation, if there have been no changes in the adjacent areas and if the applicant can document that he/she has diligently worked towards Map recordation during the initial period of time. The request for extension of this Map shall be made in writing, at least thirty (30) days prior to the expiration date of the map and shall be accompanied by applicable entitlement processing deposits.
4. This planned development permit shall expire one (1) year from the date of its approval unless the use has been inaugurated by issuance of a building permit for construction. The Community Development Director may, at his/her discretion, grant up to two (2) additional one-year extensions for use inauguration of the development permit, if there have been no changes in the adjacent areas and if the applicant can document that he/she has diligently worked towards use inauguration during the initial period of time. The request for extension of this planned development permit shall be made in writing, at least thirty (30) days prior to the expiration date of the permit and shall be accompanied by applicable entitlement processing deposits.
5. The Conditions of Approval of this entitlement and all provisions of the Subdivision Map Act, City of Moorpark Municipal Code and adopted City policies at the time of the entitlement approval, supersede all conflicting notations, specifications, dimensions, typical sections and the like which may be shown on said Map and/or plans.

6. Conditions of this entitlement shall not be interpreted as permitting or requiring any violation of law or any unlawful rules or regulations or orders of an authorized governmental agency.
7. All mitigation measures required as part of an approved Mitigation Monitoring Report and Program (MMRP) for this project are hereby adopted and included as requirements of this entitlement. Where conflict or duplication between the MMRP and the Conditions of Approval occurs the Community Development Director shall determine compliance.
8. If any archaeological or historical finds are uncovered during grading or excavation operations, all grading or excavation shall cease in the immediate area and the find shall be left untouched. The applicant shall assure the preservation of the site and immediately contact the Community Development Director informing the Director of the find. The applicant shall be required to obtain the services of a qualified paleontologist or archaeologist, whichever is appropriate to recommend disposition of the site. The paleontologist or archaeologist selected shall be approved by the Community Development Director. The applicant shall pay for all costs associated with the investigation and disposition of the find.
9. Paleontological Mitigation Plan: Prior to issuance of a Zoning Clearance for a grading permit, a paleontological mitigation plan outlining procedures for paleontological data recovery shall be prepared and submitted to the Director of Community Development for review and approval. The development and implementation of this Plan shall include consultations with the Applicant's engineering geologist as well as a requirement that the curation of all specimens recovered under any scenario will be through the Los Angeles County Museum of Natural History (LACMNH), that unless a written directive is issued by the City of Moorpark within thirty (30) days of receipt of a report on the resources found all specimens will remain the property of LACMNH, and subject to their discretion. The monitoring and data recovery should include periodic inspections of excavations to recover exposed fossil materials. The cost of this data recovery shall be limited to the discovery of a reasonable sample of available material. The interpretation of reasonableness shall rest with the Director of Community Development.
10. The applicant shall defend, indemnify and hold harmless the City and its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, or employees concerning this entitlement approval, which claim, action or proceeding is brought within the time period provided therefore in Government Code Section 66499.37 or other sections of state law as applicable. The City will promptly notify

the applicant of any such claim, action or proceeding, and, if the City should fail to do so or should fail to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify and hold harmless the City or its agents, officers and employees pursuant to this condition.

- a. The City may, within its unlimited discretion, participate in the defense of any such claim, action or proceeding if both of the following occur:
 - i. The City bears its own attorney fees and costs;
 - ii. The City defends the claim, action or proceeding in good faith.
 - b. The applicant shall not be required to pay or perform any settlement of such claim, action or proceeding unless the settlement is approved by the applicant. The applicant's obligations under this condition shall apply regardless of whether a Final Map is ultimately recorded with respect to the subdivision or a building permit is issued pursuant to the planned development permit.
11. If any of the conditions or limitations of this approval are held to be invalid, that holding shall not invalidate any of the remaining conditions or limitations set forth.
 12. All facilities and uses, other than those specifically requested in the application and those accessory uses allowed by the Municipal Code, are prohibited unless otherwise permitted through application for Modification consistent with the requirements of the zone and any other adopted ordinances, specific plans, landscape guidelines, or design guidelines.
 13. CC&R's and Landscaping Easement Requirements: Covenants, Conditions and Restrictions (CC&R's) and by-laws establishing one or more Homeowners' Associations for the residential development shall be prepared prior to Final Map Approval. CC&R's shall be subject to the review and approval of the Director of Community Development and City Attorney. Language shall be placed in the CC&R's indicating that any subsequent changes to the CC&R's shall be subject to the review and approval of the Director of Community Development and City Attorney. All applicable conditions of approval and mitigation measures shall be incorporated into the CC&R's as requirements, including but not limited to the following provisions:
 - a. Identification of all Common Maintenance Areas including maintenance of all multi-use trails, open space lots, detention basin landscaping, parkway landscaping for all streets, any shared driveways, private streets, storm drains, any fencing or walls within common maintenance areas, recreational areas, and any slope directly affecting drainage or residential street

facilities. The draft CC&R's shall be submitted to the Director of Community Development and the City Attorney for review and approval prior to approval of the first phase of the Final Map by the City Council and the subdivider shall be required to pay all costs associated with such review. All applicable Tentative Map and Residential Planned Development (RPD) and conditions of approval shall be highlighted in the copies of the CC&R's submitted for City review. Prior to the sale of any lots, the CC&R's shall be approved by the State Department of Real Estate and then recorded. Approval of the City shall not be construed to mean that the City has any obligation to enforce CC&R's. The Homeowners' Associations may modify the CC&R's only to the extent that they do not conflict with the terms of approval of the Tentative Tract Map, approved Residential Planned Development Permit or any approved Development Agreement. Sixty (60) days notice must be given to the City of the intent to modify CC&R's. Further, it is the sole responsibility of the Homeowners' Associations to enforce the CC&R's.

- b. Language indicating that where feasible, the use of recycling materials shall be included in the construction of the project.
- c. Provisions that the Homeowners' Association shall be responsible for implementing and maintaining the vegetation management requirements of the Fire Hazard Reduction Program in perpetuity. As required by the Fire Department fuel modification plan zones are proposed to be retained in as natural a state as safety and fire regulations will permit. The zones shall be designed by and planted under the supervision of a landscape architect with expertise in native plant materials and habitat restoration, with the approval of the Director of Community Development, to appear as a transition between the built environment and natural open space. Final approval of this Program by the County Fire Prevention District and Director of Community Development shall be required prior to the recordation of the first Final Map. Appropriate language shall be included on the Final Map indicating the boundary of all areas of fuel modification hazard zones.
- d. Provisions prohibiting human, domestic animal, agricultural, and motorized vehicle use in preserved designated natural open space areas, except that horses, non-motorized vehicles and pedestrians are allowed on designated trails. In addition, provisions shall be included prohibiting tree houses; play structures; vehicle parking or storage; agricultural use; wireless communication facilities; sale of easements for residential use

- purposes; extraction of subsurface mineral resources, excavation, drilling, pumping, mining, or similar activity; and all other development restricted by recorded easements.
- e. Provisions that individual front yard landscaping must include a minimum of one (1) 24" box tree as a part of private front yard landscaping.
- f. Provisions requiring that ultra-low water consumption plumbing fixtures shall be installed consistent with City Ordinance No. 132. The CC&R's shall also include a requirement for the following energy saving devices or construction features:
- Stoves, ovens, and ranges, when gas fueled shall not have continuous burning pilot lights.
 - All thermostats connected to the main space-heating source shall have night setback features.
 - Kitchen ventilation system shall have automatic dampers to ensure closure when not in use.
- g. Language restricting front and rear yard lighting to be consistent with the City's Lighting Ordinance.
- h. Language that any modifications to structures shall be designed in accordance with the approved RPD.
- i. Language to insure that no sheet flow of drainage occurs between lots located within or adjacent to the project.
- j. Language requiring the Homeowners' Association to be responsible for the maintenance of drainage facilities including all NPDES requirements unless such structures or facilities are accepted into the master flood protection system by the Ventura County Flood Control District.
- k. Language prohibiting use of roofing material made of wood or asphalt shingles and requiring tile roofs as determined by the City as roofing materials for all structures.
- l. Language that discourages excessive noise generating activities in garages consistent with adopted community noise standards. Garages shall remain permanently available for the purpose of automobile parking.
- m. Language requiring the Homeowner's Association to remove any graffiti within five (5) days from written notification by the City of Moorpark. All such graffiti removal shall be accomplished to the satisfaction of the City.

- n. Language requiring that all property areas be maintained free of litter/debris.
 - o. Language requiring that all on-site storm drains, swales and terrace drains be cleared at least twice a year, once immediately prior to October 15 (the rainy season) and once in January. Additional cleaning may be required by the City Engineer.
 - p. Language requiring that private roads and parking areas be maintained free of litter/debris. Sidewalks and parking areas shall be swept regularly to prevent the accumulation of litter and debris. When swept or washed, debris must be trapped and collected to prevent entry to the storm drain system. No cleaning agent may be discharged to the storm drain. If any cleaning agent or degreaser is used, wash water shall not discharge to the storm drains; wash water should be collected and discharged to the sanitary sewer. Discharges to the sanitary sewer are subject to the review, approval and conditions of the wastewater treatment plant receiving the discharge.
 - q. Language requiring that all exterior metal building surfaces be coated and sealed with rust inhibitive paint to prevent corrosion and release of metal contaminants into the storm drain system.
 - r. Language requiring that landscaping be properly maintained with efficient irrigation to reduce runoff, promote surface filtration, and minimize the use of fertilizers and pesticides, which can contribute to urban runoff pollution.
 - s. Language requiring compliance with the City approved fence/wall plan.
 - t. Language requiring the Homeowners' Association to be responsible for the maintenance of private streets, and emergency access roads, and private street lighting.
14. Fence/Wall Plan: A fencing, perimeter, gate, and privacy barrier wall plan, complete with related landscaping details, identifying the materials to be used and proposed wall heights and locations shall be submitted to and approved by the Director of Community Development prior to the issuance of a Zoning Clearance for grading. The approved fence/wall plan shall be incorporated into the CC&R's. All fences/walls along lot boundaries shall be in place prior to occupancy of each lot, unless timing for installation is otherwise stated in these conditions. Where applicable prior to approval of the final fence/wall plan, the Director of Community Development shall approve the connection of property line wall with existing fences and or walls on adjacent residential properties. The Developer is required at his/her sole expense to connect or reconstruct adjacent residential walls

and or fences to the project perimeter wall utilizing the same type of material that comprises existing walls and or fences that are to be connected to the project perimeter wall.

FEES

15. Entitlement Processing: Prior to the issuance of any Zoning Clearance, entitlement, building permit, grading permit, or advanced grading permit the applicant shall submit to the Community Development Department all outstanding entitlement case processing fees, including all applicable City legal service fees. This payment shall be made within sixty (60) calendar days of approval of this entitlement.
16. Condition Compliance: Prior to the issuance of any Zoning Clearance, building permit, grading permit, or advanced grading permit, the applicant shall submit to the Community Development Department the Condition Compliance review deposit.
17. Capital Improvements and Facilities, and Processing: Prior to the issuance of any Zoning Clearance, the applicant shall submit to the Community Development Department, capital improvement, development, and processing fees at the current rate in effect. Said fees include, but are not limited to building and public improvement plan checks and permits. Unless specifically exempted by City Council, the applicant is subject to all fees imposed by the City as of the issuance of the first permit for construction and such future fees imposed as determined by City in its sole discretion so long as said fee is imposed on similarly situated properties.
18. Parks: Prior to issuance of Zoning Clearance for a building permit, the applicant shall submit to the Community Development Department Park and Recreation Fees in accordance with the Moorpark Municipal Code and to the satisfaction of the Community Services Director.
19. Tree and Landscape: Prior to or concurrently with the issuance of a building permit the Tree and Landscape Fee shall be paid to the Building and Safety Division. The fee shall be paid in accordance with City Council adopted Tree and Landscape Fee requirements in effect at the time of building permit application.
20. Fire Protection Facilities: Prior to or concurrently with the issuance of a building permit, current Fire Protection Facilities Fees shall be paid to the Building and Safety Division. The fee shall be paid in accordance with City Council adopted Fire Protection Facilities Fee requirements in effect at the time of building permit application.
21. Library Facilities: Prior to or concurrently with the issuance of a building permit the Library Facilities Fee shall be paid to the Building and Safety

Division. The fee shall be paid in accordance with City Council adopted Library Facilities Fee requirements in effect at the time of building permit application.

22. Police Facilities: Prior to or concurrently with the issuance of a building permit the Police Facilities Fee shall be paid to the Building and Safety Division. The fee shall be paid in accordance with City Council adopted Police Facilities Fee requirements in effect at the time of building permit application.
23. Traffic Systems Management: Prior to the issuance of a Zoning Clearance for each building permit, the applicant shall submit to the Community Development Department the established Moorpark Traffic Systems Management (TSM) Fee for the approved development consistent with adopted City policy for calculating such fee.
24. Intersection Improvements: Prior to issuance of the first Zoning Clearance for a building permit, the applicant shall submit to the Community Development Department a fair-share contribution for intersection improvements relating to the project. The level of fair-share participation will be to the satisfaction of the City Engineer based on the traffic report prepared for the project and the extent of the impact to these intersections.
25. Countywide Traffic: Prior to issuance of a Zoning Clearance for a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay County a traffic mitigation fee to the City of Moorpark as required by the Reciprocal Traffic Mitigation Agreement signed by both the City of Moorpark and the County of Ventura.
26. Citywide Traffic: Prior to issuance of a Zoning Clearance for a building permit for each residential or institutional use within the boundaries of the Property, Developer shall pay City a traffic mitigation fee as described herein ("Citywide Traffic Fee"). The Citywide Traffic Fee may be expended by City in its sole and unfettered discretion. On the operative date of this Agreement, the amount of the Citywide Traffic Fee shall be Five Thousand Seventy-Five Dollars (\$6,531.00) per residential unit, and Twenty-Two Thousand, Eight Hundred Thirty-Eight Dollars (\$29,391.00) per acre of institutional land on which the institutional use is located. Commencing on January 1, 2008, and annually thereafter, the contribution amount shall be increased to reflect the change in the Caltrans Highway Bid Price Index for Selected California Construction Items for the twelve (12) month period available on December 31 of the preceding year ("annual indexing"). In the event there is a decrease in the referenced Index for any annual indexing, the current amount of the fee shall remain until such time as the next subsequent annual indexing which results in an increase.

In the event the Caltrans Highway Bid Price Index is discontinued or revised, such successor index with which it is replaced shall be used in order to obtain substantially the same result as would otherwise have been obtained if the index had not been discontinued or revised.

27. Area of Contribution: Prior to the issuance of a Zoning Clearance for each building permit, the applicant shall pay to the Community Development Department the Area of Contribution (AOC) Fee for the area in which the project is located. The fee shall be paid in accordance with City Council adopted AOC fee requirements in effect at the time of building permit application.
28. Street Lighting Energy Costs: Prior to recordation of Final Map, or issuance of a building permit, whichever occurs first the applicant shall pay to the Community Development Department all energy costs associated with public street lighting for a period of one year from the acceptance of the street improvements.
29. Schools: Prior to issuance of building permits for each building, the applicant shall provide written proof to the Community Development Department that all legally mandated school impact fees applicable at the time of issuance of a building permit have been paid to the Moorpark Unified School District.
30. Art in Public Places: Prior to or concurrently with the issuance of a Zoning Clearance for each building permit, the applicant shall contribute to Art in Public Places consistent with Ordinance No. 321 and Resolution No. 2005-2408.
31. Electronic Conversion: In accordance with City policy, the applicant shall submit to the Community Development Department, City Engineer and the Building and Safety Division the City's electronic image conversion fee for entitlement/condition compliance documents; Final Map/ engineering improvement plans/permit documents; and building plans/permit documents, respectively.
32. Fish and Game: Within two (2) business days after the City Council/Planning Commission adoption of a resolution approving this project, the applicant shall submit to the City of Moorpark two separate checks for Negative Declaration or Environmental Impact Report, and Administrative Fee, both made payable to the County of Ventura, in compliance with Assembly Bill 3158 for the management and protection of Statewide Fish and Wildlife Trust Resources. Pursuant to Public Resources Code Section 21089, and Fish and Game Code Section 711.4, the project is not operative, vested or final until the filing fees are paid.
33. Crossing Guard: Prior to recordation of Final Map or prior to the issuance of a building permit, whichever occurs first, the applicant shall pay to the Community Development Department an amount to cover the costs

associated with a crossing guard for five years at the then current rate, plus the pro-rata cost of direct supervision of the crossing guard location and staff's administrative costs (calculated at fifteen percent (15%) of the above costs).

34. Affordable Housing Agreement/Plan: Prior to the preparation of an Affordable Housing Agreement and/or an Affordable Housing Implementation and Resale Restriction Plan, the applicant shall pay to the City the City's cost to prepare the required Plan and Agreement.
35. Storm Drain Discharge Maintenance Fee: Prior to or concurrently with the issuance of a Zoning Clearance for building permit, the applicant shall pay to the Community Development Department citywide Storm Drain Discharge Maintenance Fee. The fee shall be paid in accordance with City Council adopted Storm Drain Discharge Maintenance Fee requirements in effect at the time of building permit application.

CABLE TELEVISION

36. Prior to commencement of project construction the applicant shall provide notice of its construction schedule to all persons holding a valid cable television franchise issued by the City of Moorpark (Cable Franchisees) sufficiently in advance of construction to allow the Cable Franchisees to coordinate installation of their equipment and infrastructure with that schedule. The City shall provide the applicant a list of Cable Franchisees upon request. During construction, the applicant shall allow the Cable Franchisees to install any equipment or infrastructure (including conduit, power supplies, and switching equipment) necessary to provide Franchisee's services to all parcels and lots in the Project.
37. In the event the cable television services or their equivalent are provided to the project or individual lots under collective arrangement or any collective means other than a Cable Franchisee (including, but not limited to, programming provided over a wireless or satellite system contained within the Project), the Home Owners Association (HOA) shall pay monthly to City an access fee of five percent (5%) of gross revenue generated by the provision of those services, or the highest franchise fee required from any City Cable Franchisee, whichever is greater. "Gross revenue" is as defined in Chapter 5.06 of the Moorpark Municipal Code and any successor amendment or supplementary provision thereto.
38. In the event cable television services or their equivalent are provided to the project by any means other than by a City Cable Franchise, the City's government channel shall be available to all units as part of any such service, on the same basis and cost as if the project was served by a City Cable Franchise.

AFFORDABLE HOUSING REQUIREMENTS

39. Prior to or concurrently with the first Final Map approval the applicant shall enter into an Affordable Housing Agreement. Consistent with the City's General Plan Housing Element, State law and Moorpark redevelopment Agency Implementation Plan, this subdivision is subject to execution of an Affordable Housing Agreement between the City of Moorpark and the applicant. The Affordable Housing Agreement shall set forth the procedure for meeting an affordable housing requirement of ten percent of the total number of approved dwelling units for properties outside of a Redevelopment Project Area and fifteen percent of the total number of approved dwelling units for projects which are in a Redevelopment Project Area. The Agreement may be part of a Development Agreement.
40. Prior to the preparation of an Affordable Housing Agreement or a Affordable Housing Implementation and Resale Restriction Plan the applicant shall agree to provide low income and very low income units as specified in the Special Conditions of Approval, included herein, to meet the requirements of California Health and Safety Code 33410 et seq.
41. Prior to the recordation of the first Final Map for this project the applicant and the City shall execute an Affordable Housing Agreement that incorporates a Council approved Affordable Housing Implementation and Resale Restriction Plan consistent with the Conditions of Approval of this subdivision. The initial sales price, location of the affordable units, buyer eligibility, and resale restrictions, respective role of the City and the applicant, and any other item determined necessary by the City shall be set forth in the Plan.

B. *Please contact the PLANNING DIVISION for compliance with the following conditions:*

DEVELOPMENT REQUIREMENTS

42. The Building Plans shall be in substantial conformance to the plans approved under this entitlement and shall specifically reflect the following:
 - a. Final exterior building materials and paint colors shall be consistent with the approved plans under this permit. Any changes to the building materials and paint colors are subject to the review and approval of the Community Development Director.
43. Prior to issuance of a Zoning Clearance for final building permit (occupancy), the applicant shall install U.S. Postal Service approved mailboxes in accordance with the requirements of the local Postmaster.

44. Any expansion, alteration or change in architectural elements requires prior approval of the Community Development Director. Those changes in architectural elements that the Director determines would be visible from abutting street(s) shall only be allowed, if, in the judgment of the Community Development Director such change is compatible with the surrounding area. Any approval granted by the Director shall be consistent with the approved Design Guidelines (if any) for the planned development and applicable Zoning Code requirements.
45. All air conditioning or air exchange equipment shall be ground mounted. The equipment shall be located in a side yard in such a manner that it is not within 15-feet of an opening window at ground floor level of any residential structure, and shall be located to maintain a minimum 5-foot yard area. The Director may approve rear yard locations where side yard locations are not possible.
46. A minimum twenty-foot (20') by twenty-foot (20') clear and unobstructed parking area for two (2) vehicles shall be provided in a garage for each dwelling unit. Single garages shall measure a minimum of twelve-foot (12') wide by twenty-foot (20') deep clear and unobstructed area. Steel roll-up garage doors shall be provided. Garage doors shall be a minimum of sixteen feet (16') wide by seven feet (7') high for double doors and nine feet (9') wide by seven feet (7') high for single doors. A minimum twenty-foot (20') long concrete paved driveway shall be provided in front of the garage door outside of the street right-of-way.
47. All homes/units shall be constructed employing energy saving devices. These devices shall include, but not be limited to ultra low flush toilets (to not exceed 1.6 gallons), low water use shower controllers, natural gas fueled stoves, pilotless ovens and ranges, night set back features for thermostats connected to the main space-heating source, kitchen ventilation systems with automatic dampers, hot water solar panel stub-outs.
48. When required by Title 15 of the Moorpark Municipal Code, rain gutters and downspout shall be provided on all sides of the structure for all structures where there is a directional roof flow. Water shall be conveyed to an appropriate drainage system, consistent with NPDES requirements, as determined by the City Engineer.

OPERATIONAL REQUIREMENTS

49. The applicant agrees not to protest the formation of an underground Utility Assessment District.
50. Prior to or concurrently with the issuance of a Zoning Clearance for a grading permit, the applicant shall submit the construction phasing plan for approval by the Community Development Director and City Engineer.

Phasing shall avoid, to the extent possible, construction traffic impacts to existing adjacent residential, commercial and industrial areas, if any.

LANDSCAPING, LIGHTING AND MAINTENANCE REQUIREMENTS

51. Prior to the issuance of a Zoning Clearance for building permits the applicant shall submit to the Community Development Director for review and approval, with the required deposit, three full sets of Landscaping and Irrigation Plans prepared by a licensed landscape architect and drawn on a plan that reflects final grading configuration, in conformance with the City of Moorpark Landscape Standards and Guidelines, policies and NPDES requirements; including, but not limited to, all specifications and details and a maintenance plan. Fences and walls shall be shown on the Landscape and Irrigation Plans, including connection, at the applicant's expense, of property line walls with existing fences and or walls on any adjacent residential, commercial or industrial properties. The plan shall maintain proper vehicle sight distances subject to the review of the City Engineer, and encompass all required planting areas consistent with these Conditions of Approval. Review by the City's Landscape Architect Consultant and City Engineer, and approval by the Community Development Director prior to issuance of a Zoning Clearance for building permit, is required.
52. Prior to or concurrently with the submittal of the Landscaping and Irrigation Plans the specific design and location of the neighborhood identification monument sign shall be submitted for review and approval by the Community Development Director. The sign shall be installed concurrent with perimeter project wall installation.
53. Prior to the issuance of a Zoning Clearance for final building permit (occupancy) the applicant shall install front yard landscaping, including sod and an automatic irrigation system, as approved on the landscape plans.
54. Unless otherwise stipulated in the Special Conditions of Approval, the applicant shall be responsible for the maintenance of any and all parkway landscaping constructed as a requirement of the project, whether said parkway landscaping is within the street right-of-way or outside of the street right-of-way. Any parkway landscaping outside of the street right-of-way shall be within a landscape easement.
55. All required landscape easements shall be clearly shown on the Final Map or on other recorded documents if there is no Final Map.
56. When available, use of reclaimed water shall be required for landscape areas subject to the approval of the Community Development Director, the City Engineer and Ventura County Waterworks District No. 1.
57. Landscaped areas shall be designed with efficient irrigation to reduce runoff and promote surface filtration and minimize the use of fertilizers and

pesticides, which can contribute to urban runoff pollution. Parking and associated drive areas with five (5) or more spaces shall be designed to minimize degradation of storm water quality. Best Management Practice landscaped areas for infiltration and biological remediation or approved equals, shall be installed to intercept and effectively prohibit pollutants from discharging to the storm drain system. The design shall be submitted to the Community Development Director and City Engineer for review and approval prior to the issuance of a building permit.

58. All landscaping shall be maintained in a healthy and thriving condition, free of weeds, litter and debris.
59. Prior to the issuance of Zoning Clearance for occupancy all fences/walls along lot boundaries shall be in place, unless an alternative installation is approved by the Community Development Director.

C. *Please contact the ENGINEERING DEPARTMENT for compliance with the following conditions:*

GENERAL

60. Grading, drainage and improvement plans and supporting reports and calculations shall be prepared in conformance with the "Land Development Manual" and "Road Standards" as promulgated by Ventura County; "Hydrology Manual" and "Design Manual" as promulgated by Ventura County Watershed Protection District; "Standard Specifications for Public Works Construction" as published by BNI (except for signs, traffic signals and appurtenances thereto; for signs, traffic signals and appurtenances thereto, the provisions of Chapter 56 for signs and Chapter 86 for traffic signals, and appurtenances thereto, of the "Standard Specifications," most recent edition, including revisions and errata thereto, as published by the State of California Department of Transportation); "Engineering Policies and Standards" of the City of Moorpark, "Policy of Geometric Design of Highways and Streets," most recent edition, as published by the American Association of State Highway and Transportation Officials. In the case of conflict between the standards, specifications and design manuals listed above, the criteria that provide the higher lever of quality and safety shall prevail. Any standard specification or design criteria that conflicts with a Standard or Special Condition of Approval of this project shall be modified to conform with the Standard or Special Condition to the satisfaction of the City Engineer.
61. The applicant and/or property owner shall provide verification to the City Engineer that all on-site storm drains have been cleaned at least twice a year, once immediately prior to October 1st (the rainy season) and once in January. The City Engineer may require additional cleaning depending upon site and weather conditions.

62. Prior to improvement plan approval the applicant shall obtain the written approval on the improvement plans Mylar® sheets for the location of fire hydrants by the Ventura County Fire Prevention Division. (Water and Sewer improvements plans shall be submitted to Ventura County Waterworks District No. 1 for approval.)
63. Prior to any work being conducted within any State, County, or City right of way, the applicant shall obtain all necessary encroachment permits from the appropriate agencies and provide copies of these approved permits and the plans associated with the permits to the City Engineer.
64. Reactive organic compounds, Nitrogen oxides (ozone/smog precursor), and particulate matter (aerosols/dust) generated during construction operations shall be minimized in accordance with the City of Moorpark standards and the standards of the Ventura County Air Pollution Control District (APCD). When an air pollution Health Advisory has been issued, construction equipment operations (including but not limited to grading, excavating, earthmoving, trenching, material hauling, and roadway construction) and related activities shall cease in order to minimize associated air pollutant emissions.
65. The applicant shall comply with Chapters 9.28, 10.04, 12.24, 17.53 of the Moorpark Municipal Code standard requirements for construction noise reduction.
66. The applicant shall utilize all prudent and reasonable measures (including installation of a 6-foot high chain link fence around the construction sites or provision of a full time licensed security guard) to prevent unauthorized persons from entering the work site at any time and to protect the public from accidents and injury.
67. The applicant shall post in a conspicuous location the construction hour limitation and make each construction trade aware of the construction hour limitations.

GRADING

68. Prior to the issuance of a grading permit (should an early grading agreement be approved for this project) or prior to Final Map the applicant shall post sufficient surety, in a form acceptable to the City Engineer, guaranteeing completion of all onsite and offsite improvements required by these Conditions of Approval or the Municipal Code including, but not limited to grading, street improvements, storm drain improvements, temporary and permanent Best Management Practice (BMP) for the control of non-point water discharges, landscaping, fencing, and bridges. Grading and improvements shall be designed, bonded and constructed as a single project.

69. Prior to the issuance of a grading permit (should an early grading agreement be approved for this project) or prior to Final Map, whichever occurs first, the applicant shall provide written proof to the City Engineer that any and all wells that may exist or have existed within the project have been properly sealed or have been destroyed or abandoned per Ventura County Ordinance No. 2372 or Ordinance No. 3991 and per Division of Oil and Gas requirements.

FINAL MAP

70. Prior to Final Map approval, the applicant shall obtain City Engineer approval of all required public improvement and grading plans. The applicant shall enter into an agreement with the City of Moorpark to complete grading, public improvements and subdivision monumentation and post sufficient surety guaranteeing the construction and maintenance of grading' all public improvements, and private street and storm drain improvements; construction and post construction NPDES Best Management Practice; and subdivision monumentation in a form and in an amount acceptable to the City Engineer. Said plans shall be prepared by a California Registered Civil Engineer. Said sureties shall meet the City's requirements for sureties and shall remain in place for one year following final acceptance of the improvements by the City or until such time that the City Council shall approve their redemption, whichever is the longer.
71. Prior to Final Map approval the applicant shall post sufficient surety in a form and in an amount acceptable to the City Engineer guaranteeing the payment of laborers and materialsmen in an amount no less than fifty percent (50%) of the faithful performance surety.

PUBLIC AND PRIVATE STREETS

72. Prior to construction of any public improvement the applicant shall submit to the City Engineer, for review and approval, street improvement plans prepared by a California Registered Civil Engineer, enter into an agreement with the City of Moorpark to complete public improvements and post sufficient surety guaranteeing the construction of all improvements. Unless specifically noted in these Standard Conditions or Special Conditions of Approval. The Developer shall dedicate on the Final Map easements to the City of Moorpark over all private streets shown on the Vesting Tentative Map for the purpose of providing access to: a) all governmental agencies that provide public safety, health and welfare services or that enforce laws and ordinances; and b) all members of the public who reasonably need access over the private streets because of a state of emergency declared by a representative of the City or of the Ventura County Fire Protection District.

73. Prior to issuance of the first building permit all existing and proposed utilities that are less than 67Kv shall be under-grounded as approved by the City Engineer.

DRAINAGE AND HYDROLOGY

74. For a 10-year frequency storm, local, residential and private streets shall be designed to have one dry travel lane available on interior residential streets. Collector streets shall be designed to have a minimum of one dry travel lane in each direction.
75. Drainage and improvement plans shall be designed so that after-development, drainage to adjacent parcels would not be increased above pre-development drainage quantities for any stormwater model between and including the 10 year and 100 year storms, nor will surface runoff be concentrated by this project. Acceptance of storm drain waters by the project and discharge of storm drain waters from the project shall be in type, kind and nature of predevelopment flows unless the affected upstream and/or downstream owners provide permanent easement to accept such changed storm drainage water flow. All drainage measures necessary to mitigate stormwater flows shall be provided to the satisfaction of the City Engineer. The applicant shall make any on-site and downstream improvements, required by the City, to support the proposed development.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

76. The applicant shall submit to the City Engineer a Stormwater Pollution Control Plan (SWPCP) and a Stormwater Pollution Prevention Plan (SWPPP) in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, Technical Guidance Manual for Stormwater Quality Control Measures, NPDES Permit No. CAS004002. The Plans shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practice (BMP) to effectively prohibit the entry of pollutants from the construction site into the storm drain system streets and water courses. The Plans shall be implemented as part of the grading, improvements and development of the project.
77. Prior to the issuance of any construction/grading permit and/or the commencement of any clearing, grading or excavation, the applicant shall submit a Notice of Intent (NOI) to the California State Water Resources Control Board, Stormwater Permit Unit in accordance with the NPDES Construction General Permit (No. CASQ00002): Waste Discharge Requirements for Discharges of Stormwater Runoff Associated with Construction Activities). The applicant shall also provide a copy of the Notice of Intent (NOI) to the City Engineer as proof of permit application.

The improvement plans and grading plans shall contain the WDID number for the project.

78. Prior to the starting of grading or any ground disturbance the applicant shall identify a qualified superintendent for NPDES compliance. The NPDES superintendent shall be present, on the project site Monday through Friday and on all other days when the probability of rain is 40% or higher and prior to the start of and during all grading or clearing operations until the release of grading bonds. The NPDES superintendent shall have full authority to rent equipment and purchase materials to the extent needed to effectuate Best Management Practice. The NPDES superintendent shall provide proof of attendance and satisfactory completion of courses satisfactory to the City Engineer totaling no less than 8 hours directed specifically to NPDES compliance and effective use of Best Management Practice. In addition, an NPDES superintendent shall be designated to assume NPDES compliance during the construction of streets, storm drainage systems, all utilities, buildings and final landscaping of the site.

MAINTENANCE

79. Unless otherwise stipulated in the Special Conditions of Approval, any median landscaping constructed by the project shall be maintained by the City. An Assessment District shall be formed to fund the City maintenance costs for any such median landscaping.
80. Unless otherwise stipulated in the Special Conditions of Approval, parkway landscaping shall be maintained by a Home Owners' Association, a Property Owners' Association or by the property owner [collectively herein "Private Responsible Party"]. In such case, any required landscape easements, shall be conveyed to the Private Responsible Party.
81. Unless otherwise stipulated in the Special Conditions of Approval, all required on-site drainage improvements and/or stormwater quality [NPDES] features or facilities shall be maintained by the Private Responsible Party.
82. When, and if stipulated in the Special Conditions of Approval, that certain identified parkway landscaping and/or drainage improvements are to be maintained by the City, an Assessment District shall be formed to fund City costs for such maintenance. In such event, any required landscaping and/or drainage improvements shall be conveyed to the City in easements for such purposes.
83. Any Final Map identifying any landscape easement or drainage easement granted to a Private Responsible Party shall also be irrevocably offered for dedication to the City and shown on said Final Map. The City reserves the right to assume the maintenance of parkway landscaping, median landscaping or drainage improvements being maintained by a Private

Responsible Party, should it be determined by the City, at its sole discretion, that the maintenance being provided by the Private Responsible Party is inadequate.

84. If required by a Special Condition of Approval, an Assessment District [herein "Back-Up District"] shall be formed to fund future City costs, should they occur, for the maintenance of parkway landscaping, median landscaping or drainage improvements previously maintained by a Private Responsible Party and then assumed by the City. If a Back-Up District is formed, it shall be the intent of the City to approve the required assessment each year, but to only levy that portion of the assessment necessary to recover any past City costs or any anticipated City costs for the following fiscal year. In the event the City is never required to assume the maintenance of any such improvements maintained by a Private Responsible Party, the amount of the annual assessment actually levied upon the affected properties would be minor amount, possibly zero. The City shall administer the annual renewal of the Back-Up District and any costs related to such administration shall be charged to the Fund established for such district revenues and expenses.
85. When it has been determined that it is necessary to form an Assessment District (including a Back-Up District), the applicant shall be required to undertake and complete the following:
 - a. At least one-hundred-twenty (120) days prior to the planned recordation of any Final Map or the issuance of any zoning clearance for building permit, which ever comes first:
 - i. submit the final draft plans for any irrigation, landscaping or Drainage Improvements [herein "Maintained Areas"] to be maintained by the Assessment District (including a required Back-Up District), along with any required plan checking fees;
 - ii. submit a check in the amount of \$5,000 as an advance to cover the cost of Assessment Engineering for the formation of the Assessment District [Note: Developer shall be required to pay for all final actual assessment engineering costs related to the Assessment District formation along with City administrative costs.];
 - b. At least sixty (60) days prior to the planned recordation of any Final Map or the issuance of any zoning clearance for building permit, which ever comes first, submit to the City the completed, "City approved" plans for the Maintained Areas (landscaping, irrigation and NPDES Drainage Improvements);
 - c. Prior to the planned recordation of any Final Map or the issuance of any zoning clearance for building permit, which ever comes first,

submit to the City a signed Petition and Waiver requesting formation of the Assessment District [Note: The Petition and Waiver shall have attached to it as Exhibit 'A' the City approved final draft Engineer's Report prepared by the Assessment Engineer retained by the City.]

D. Please contact the BUILDING DIVISION for compliance with the following conditions:

86. Prior to the issuance of a Building Permit, the applicant shall provide written proof that an "Unconditional Will Serve Letter" for water and sewer service has been obtained from the Ventura County Waterworks District No. 1.

E. Please contact the VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT for compliance with the following conditions:

87. Prior to issuance of a Zoning Clearance for building permit, a Ventura County Air Pollution Control District (APCD) "Authority to Construct" shall be obtained for all equipment subject to APCD Permit (see APCD Questionnaire, AB3205). Final Certificate of Occupancy shall not be granted until compliance with all applicable APCD Rules & Regulations has been satisfactorily demonstrated.
88. Facilities shall be operated in accordance with the Rules and Regulations of the Ventura County Air Pollution Control District, with emphasis on Rule 51, Nuisance. Rule 51 states: "A person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance or annoyance to any considerable number of persons or to the public or which endangers the comfort, repose, health or safety of any such persons or the public or which cause or have a natural tendency to cause injury or damage to business or property."

F. Please contact the VENTURA COUNTY FIRE PROTECTION DISTRICT for compliance with the following conditions:

GENERAL

89. Prior to combustible construction, an all weather access road/driveway and the first lift of the access road pavement shall be installed. Once combustible construction starts a minimum twenty-foot (20') clear width access road/driveway shall remain free of obstruction during any construction activities within the development. All access roads/driveways shall have a minimum vertical clearance of thirteen feet-six inches (13'-6") and a minimum outside turning radius of forty feet (40').
90. Approved turnaround areas for fire apparatus shall be provided when dead-end Fire District access roads/driveways exceed 150-feet.

Turnaround areas shall not exceed a five percent cross slope in any direction and shall be located within one-hundred-fifty feet (150') of the end of the access road/driveway.

91. The access road/driveway shall be extended to within one-hundred-fifty feet (150') of all portions of the exterior wall of the first story of any building and shall be in accordance with Fire District access standards. Where the access roadway cannot be provided, approved fire protection system or systems shall be installed as required and acceptable to the Fire District.
92. When only one (1) access point is provided, the maximum length shall not exceed eight-hundred feet (800').
93. Public and private roads shall be named if serving more than four (4) parcels or as required by the Fire District.
94. Approved walkways shall be provided from all building openings to the public way or Fire District access road/driveway.
95. Structures exceeding three stories or forty-eight-feet (48') in height shall meet current VCFPD Ordinance for building requirements. Structures exceeding seventy-five-feet (75') in height shall be subject to Fire District high rise building requirements.
96. Structures greater than 5,000 square feet and/or five (5) miles from a fire station shall be provided with an automatic fire sprinkler system in accordance with current Ventura County Fire Protection District Ordinance.

FINAL MAP

97. Prior to recordation of the Final Map(s) proposed street name(s) shall be submitted to the Community Development Director and the Fire District's Mapping Unit for review and approval. Approved street names shall be shown on the Final Map(s). Street name signs shall be installed in conjunction with the road improvements. The type of sign shall be in accordance with Plate F-4 of the Ventura County Road Standards.
98. At least fourteen (14) days prior to recordation of any maps, including parcel map waivers, the applicant shall submit two (2) copies of the map to the Fire Prevention Division for approval.
99. Within seven (7) days of the recordation of the Final Map(s) an electronic version of the map shall be provided to the Fire District.
100. Prior to Final Map or prior to the issuance of a building permit, whichever comes first, the applicant shall provide to the Fire District, written verification from the water purveyor that the water purveyor can provide the required fire flow as determined by the Fire District.

DEVELOPMENT REQUIREMENTS

101. Prior to the issuance of a certificate of occupancy by the Building Division the applicant shall submit a plan to the Fire District for review and approval indicating the method by which this project will be addressed.
102. Minimum six-inch (6") high address numbers shall be installed prior to occupancy, shall be contrasting color to the background, and shall be readily visible at night Brass or gold plated number shall not be used. Where structures are set back more that one-hundred-fifty feet (150') from the street, larger numbers will be required so that they are distinguishable from the street. In the event a structure(s) is(are) not visible from the street, the address numbers(s) shall be posted adjacent to the driveway entrance on an elevated post.
103. Prior to combustible construction, fire hydrants shall be installed to the minimum standards of the City of Moorpark and the Fire District, and shall be in service.
104. Prior to occupancy of any structure, blue reflective hydrant location markers shall be placed on the access roads in accordance with Fire District standards. If the final asphalt cap is not in place at time of occupancy, hydrant location markers shall still be installed and shall be replaced when the final asphalt cap is completed.
105. Prior to issuance of a building permit the applicant shall submit a phasing plan and two (2) site plans (for the review and approval of the location of fire lanes) to the Fire District.
106. Prior to occupancy the fire lanes shall be posted "NO PARKING FIRE LANE TOW-AWAY" in accordance with California Vehicle Code and the Fire District.
107. Prior to or concurrently with the issuance of a building permit the applicant shall submit plans to the Fire District showing the location of the existing hydrants within three-hundred feet (300') of the proposed project and showing the location, type and number of proposed hydrants, and the size of the outlets. Fire hydrant(s) shall be provided in accordance with current adopted edition of the Uniform Fire Code, Appendix 111-B and adopted amendments. On-site fire hydrants may be required as determined by the Fire District. Fire hydrants, if required, shall be installed and in service prior to combustible construction and shall conform to the minimum standard of the Ventura County Waterworks Manual and the Fire District.
108. Prior to installation of any fire protection system; including, but not limited to sprinklers, dry chemical, hood systems, the applicant shall submit plans, along with the required fee for plan check, to the Fire District for review and approval. Fire sprinkler systems with one-hundred or more heads shall be supervised by a fire alarm system in accordance with Fire District requirements.

109. Prior to installation of the fire alarm system (if required), the applicant shall submit plans, along with the required fee for plan check, to the Fire District for review and approval. The fire alarm system shall be installed in all buildings in accordance with California Building and Fire Code.
110. Prior to the issuance of a certificate of occupancy by the Building Division the applicant shall obtain all applicable Uniform Fire Code (UFC) permits.
111. Prior to the issuance of a building permit the applicant shall obtain a copy of Ventura County Fire District Form No. 126 "Requirements for Construction."
112. Prior to framing the applicant shall clear for a distance of one hundred feet all grass or brush exposing any structure(s) to fire hazards.

G. *Please contact the VENTURA COUNTY WATERWORKS DISTRICT NO. 1 for compliance with the following conditions:*

113. The applicant shall comply with the applicable provisions of Ventura County Waterworks District No. 1 standard procedures for obtaining domestic water and sewer services for applicant's projects within the District.
114. Prior to issuance of a building permit, provide Ventura County Waterworks District:
 - a. Water and sewer improvement plans in the format required.
 - b. Hydraulic analysis by a registered Civil Engineer to determine the adequacy of the proposed and existing water and sewer lines.
 - c. Copy of approval of fire hydrant locations by Ventura County Fire Protection District.
 - d. Copy of District Release and Receipt from Calleguas Municipal Water District.
 - e. Cost estimates for water and sewer improvements.
 - f. Plan check, construction inspection, capital improvement charge, sewer connection fee and water meter charge.
 - g. Signed Contract to install all improvements and a Surety Bond.
115. At the time water service connection is made, cross connection control devices shall be installed on the water system in a manner approved by the Ventura County Waterworks District No. 1.

H. *Please contact the VENTURA COUNTY WATERSHED PROTECTION DISTRICT for compliance with the following conditions:*

116. Direct storm drain connections to Ventura County Flood Control District facilities are subject to Ventura County Watershed Protection District permit requirements.

I. *Please contact the POLICE DEPARTMENT for compliance with the following condition:*

117. Prior to initiation of the building plan check process for the project, the applicant shall submit plans in sufficient detail to the Police Department for review and approval of defensible space concepts to reduce demands on police services. To the degree feasible and to the satisfaction of the Community Development Director and the Police Chief, public safety planning recommendations shall be incorporated into the project plans. The applicant shall prepare a list of project features and design components that demonstrate responsiveness to defensible space design concepts.

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